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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	UPSTATE COMMERCIAL Suite 15, Level 1, 888 Pittwater Road Dee Why NSW 2099	Tel: 9939 6788 Fax: 9982 6446 Ref: Aleks Lukich
co-agent vendor	PROGENESIS EPS PTY LIMITED ACN 110 861 115 as Trustee for PEPS UNIT TRUST Unit 74/23 Narabang Way Belrose NSW 2085	
vendor's solicitor	SMITH & PHILLIPS Level 14/225 Macquarie Street Sydney NSW 2000 Email: smithphillips@bigpond.com.au	TEL: 9231 6422 FAX: 9231 6433 Ref: WJBP:AP
date for completion land (address, plan details and title reference)	28th June 2019 42 DAYS Unit 74/23 Narabang Way BELROSE NSW 2085 LOT 74 IN STRATA PLAN 78928 FOLIO IDENTIFIER 74/SP78928	day after the contract date (clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: COMMERCIAL STRATA OFFICE and three car spaces	
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	<input checked="" type="checkbox"/> blind	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: fridge, cabling phone/internet		

exclusions

buyer

EMMC SUPER PTY LTD atf The Sarich Superannuation Fund
 ACN 162 749 162
 109 Bobbin Head Road Turramurra NSW 2074

buyer's solicitor

THOMAS DOWS & CO. CONVEYANCING
 Level 1/ 22-28 Edgeworth David Avenue Hornsby NSW 2077
 Email: roger@tdows.com.au
 Tel: 9472 5090
 Ref: Roger Jenkins

price	\$240,000.00	
deposit	\$ 24,000.00	(10% of the price, unless otherwise stated)
balance	\$216,000.00	

contract date **7 JUNE 2019** (if not stated, the date this contract was made)

buyer's agent

SEE EXECUTION PAGE

_____	GST AMOUNT (optional) The price includes GST of: \$	_____ witness
vendor		_____ witness

purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	



Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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 an *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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



List of Documents

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

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

SUITES 19-22 The Park, 6A Prosperity Parade Warriewood NSW 2102
 PO Box 873 Avalon NSW 2107 TEL: 9918 9915



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

VENDOR EXECUTION:

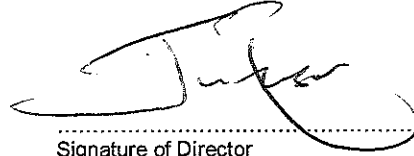
Executed by **PROGENESIS EPS PTY. LIMITED**
ACN 110 861 115 in accordance with S, 127 of
Corporations Act 2001:



.....
Signature of Director

HAROLD R PEARCE

.....
Name of Director



.....
Signature of Director

JIM ENSOR

.....
Name of Director

*JAMES NICOL
ENSOR*



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:

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount payable*;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract, and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

74/23 Narabang Way BELROSE NSW 2085



SECTION 66W CERTIFICATE

I

certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with S66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property situated at **74/23 NARABANG WAY BELROSE** from **PROGENESIS EPS PTY. LIMITED** (Vendor) to (Purchaser) and in order that there is no cooling off period in relation that contract.
3. I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
4. I have explained to the purchasers:
 - (a) The effect of the contract for the purpose of that property;
 - (b) the nature of this Certificate;
 - (c) the effect of giving this Certificate to the Vendor, i.e. that there is no cooling off period in relation to that contract.

DATED this day of 2019

.....



SPECIAL CONDITIONS

1. The Purchaser acknowledges that the improvements erected on the land hereby sold and in the inclusions referred to in this Agreement are sold in their present conditions and state of repair and subject to all faults and defects of quality therein both latent and patent.
2. The Purchaser acknowledges that he/she is purchasing the property in its present condition and state of repair and subject to any infestation and dilapidation and as a result of their own inspection and personal enquiries relating thereto and that they have not relied upon any warranty or representation made by the Vendor or any person or behalf of the Vendor except such as may be expressly provided herein.
3. Without any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at or in equity had this clause not been included in this Agreement, should the Purchaser and if more than one Purchaser then any one of them prior completion:

- (i) die or become mentally ill, or
- (ii) being a company resolved to go into liquidation or have a petition for the winding up of the Purchaser presented or entered into any scheme of arrangement with its Creditors under Part VIII of the Companies Code, NSW 1981 (as amended) or should any liquidator, receiver or Official manager be appointed in respect of the Purchaser.

Then the Vendor may rescind the within agreement by notice in writing to the Purchaser and thereupon the within agreement shall be at an end and the provisions of Clause 19 hereof shall apply.

4. The Purchaser acknowledges that he/she does not rely upon any other letter, document, correspondence or arrangement whether oral or in writing as adding to or amending the terms and conditions, warranties and arrangements set out in this written agreement.
5. The Purchaser acknowledges that notwithstanding any rule of law or of equity to the contrary a period of fourteen (14) days notice is hereby deemed to be and will at all time hereafter be accepted by the Purchaser as being a valid, sufficient and reasonable period of that the Vendor gives to the Purchaser a Notice to Complete this agreement within a period of fourteen (14) days or more from the giving of such notice and making time of the essence for completion pursuant to any such notice.
6. The deposit paid under this Agreement shall be placed in an interest bearing deposit with a Bank by the Vendor's Agent in the name of the Vendor and Purchaser upon and subject to the following conditions:-
 - (a) Interest earned on the deposit shall be dealt with as follows:-
 - (i) If the deposit is forfeited to the Vendor all such interest shall be paid to and belong to the Vendor.
 - (ii) If the deposit is refunded to the Purchaser all such interest shall be paid to and belong to the Purchaser.
 - (iii) If this agreement is completed one-half of all such interest shall be paid to and belong to the Vendor and the balance shall be paid and belong to the Purchaser.
 - (b) The Vendor's Agent shall not be responsible in any way for any loss occasioned by the investment of the deposit in accordance with the above condition. The party who is entitled to the deposit and interest on completion, rescission or termination of this Agreement (whichever in fact occurs), and shall bear the risk of such loss of deposit and interest.



- 7. To enable the investment of the deposit in accordance with Contract the Purchasers Tax File Numbers as are as follows:-

Tax File No.:
Name:

Tax File No.:
Name:

- 8. Should the balance of the purchase monies not be paid by the Purchaser to the Vendor by the completion date, the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of 8% per annum on the said balance calculated on a daily basis and such interest to be computed from the said completion date up to and including the date of completion without prejudice to the Vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the Purchaser hereunder. Such sum shall form part of the balance purchase monies and be paid on completion as an essential term of this Contract.
- 9. The Purchaser warrants to the Vendor that he or she has not been introduced to the Property by any agent other than the vendor's agent and hereby indemnifies and will continue to indemnify the vendor in respect of any claim made by any agent against the vendor arising out of a breach of this warrant.
- 10. If the Vendor is entitled to and serves a Notice to Complete the Purchaser must pay to the Vendor on completion the sum of \$250.00 plus GST by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of preparation and serving the Notice. Payment of this sum is an essential term of this contract and the Vendor is under no obligation to complete unless the sum of \$250.00 plus GST is paid on completion.
- 11. Notwithstanding any other provision of this Agreement, in the event that the Purchaser defaults in the observance or performance of any obligation hereunder which is or has become essential the Purchaser shall forthwith pay to the Vendor the difference between ten per centum (10%) of the purchase price and the deposit previously paid. Such additional deposit shall be held and paid as specified in Clause 2. Any termination or rescission of this Agreement shall not abrogate or waive the obligations imposed by this clause.

12. **GST**

12.1 **Purchaser to pay GST**

The Purchaser must pay to the Vendor an amount equal to the amount of GST payable by the Vendor in relation to any aspect of its sale of the Property under this contract, on Completion, as a condition of this Contract.

12.2 **Tax invoice**

On completion the Vendor must give the Purchaser a tax invoice for any taxable supply by the Vendor by or under this Contract.





LAND
REGISTRY
SERVICES

Order number: 57006431
Your Reference: Progenesis
22/05/19 08:53



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 74/SP78928

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	-----
22/5/2019	8:53 AM	3	21/5/2019

LAND

LOT 74 IN STRATA PLAN 78928
AT BELROSE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

PROGENESIS EPS PTY LIMITED (T AD591833)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP78928

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 22/5/2019

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78928

SEARCH DATE	TIME	EDITION NO	DATE
21/5/2019	10:03 AM	6	5/2/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 78928
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELROSE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP78928

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 78928
ADDRESS FOR SERVICE OF DOCUMENTS:
"GARIGAL" 23 NARABANG WAY
BELROSE
N.S.W 2085

SECOND SCHEDULE (22 NOTIFICATIONS)

- 1 THIS STRATA PLAN FORMS PART OF A COMMUNITY SCHEME - SEE INTERESTS
RECORDED ON REGISTER FOLIO 1/270341
- 2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 3 I909898 POSITIVE COVENANT
- 4 DP852750 RESTRICTION(S) ON THE USE OF LAND
- 5 DP852750 POSITIVE COVENANT
- 6 O711647 RESTRICTION(S) ON THE USE OF LAND
- 7 DP868277 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED 2 IN THE S.88B INSTRUMENT
- 8 DP868277 POSITIVE COVENANT
- 9 DP868277 EASEMENT FOR INFRASTRUCTURE AFFECTING THE LAND ABOVE
DESCRIBED
- 10 DP270341 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 11 DP270341 EASEMENT FOR ELECTRICITY PURPOSES 1 METRE(S) AND 8
METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 12 DP270341 RESTRICTION(S) ON THE USE OF LAND
- 13 DP270341 EASEMENT FOR DRAINAGE OF SEWAGE 6 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 14 DP270341 EASEMENT FOR DRAINAGE OF SEWAGE 6 METRE(S) WIDE

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78928

PAGE 2

SECOND SCHEDULE (22 NOTIFICATIONS) (CONTINUED)

- APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 DP270341 EASEMENT FOR SERVICES 1 METRE(S) AND 8 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 16 DP270341 EASEMENT FOR SERVICES 1 METRE(S) AND 8 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 17 DP270341 DRAINAGE EASEMENT 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 18 DP270341 POSITIVE COVENANT REFERRED TO AND NUMBERED 15 IN THE S.88B INSTRUMENT
 - 19 DP1112223 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.2 , 3.3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 20 DP1112223 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 21 AN94126 CONSOLIDATION OF REGISTERED BY-LAWS
 - 22 AN94126 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 78928

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 110	2	- 113	3	- 95	4	- 93
5	- 94	6	- 141	7	- 116	8	- 113
9	- 111	10	- 112	11	- 113	12	- 112
13	- 151	14	- 118	15	- 119	16	- 137
17	- 123	18	- 87	19	- 119	20	- 136
21	- 113	22	- 171	23	- 146	24	- 93
25	- 110	26	- 86	27	- 90	28	- 92
29	- 97	30	- 115	31	- 97	32	- 96
33	- 96	34	- 147	35	- 121	36	- 114
37	- 111	38	- 112	39	- 113	40	- 112
41	- 150	42	- 118	43	- 121	44	- 137
45	- 123	46	- 87	47	- 123	48	- 139
49	- 115	50	- 174	51	- 151	52	- 96
53	- 112	54	- 119	55	- 78	56	- 101
57	- 99	58	- 119	59	- 99	60	- 98
61	- 98	62	- 150	63	- 121	64	- 118
65	- 115	66	- 116	67	- 118	68	- 116
69	- 154	70	- 121	71	- 123	72	- 140
73	- 126	74	- 87	75	- 125	76	- 142
77	- 117	78	- 178	79	- 154	80	- 98
81	- 114	82	- 116	83	- 78	84	- 15
85	- 15	86	- 15	87	- 15	88	- 10
89	- 10	90	- 10	91	- 10	92	- 10

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP78928

PAGE 3

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

STRATA PLAN 78928

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
93	- 10	94	- 10	95	- 10	96	- 10
97	- 10	98	- 10	99	- 15	100	- 10
101	- 10	102	- 10	103	- 10	104	- 10
105	- 10	106	- 10	107	- 8	108	- 8

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Strata Certificate

Name of General Accredited Certifier: *AYMAA, Dr. K.*
 Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1975 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, I approve of the proposed:
 "strata plan" *see plan attached*
 illustrated in the enclosure to this certificate.

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.

The Council does not object to the enhancement of the building beyond the alignment of *.....*

The accredited certifier is satisfied that the building complies with a relevant development consent in force where the enhancement *.....*

The approval is given on the condition that the use of lot(s) 84 TO *.....* (being utility roads designed to be used primarily for the storage or occupation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is not to be used for the purposes of a lot or proposed lot of land being referred to in section 29 of the Strata Schemes (Freehold Development) Act 1975 or section 29 of the Strata Schemes (Leasehold Development) Act 1986.

Date: *5/11/2007*
 Subdivision No.: *27/2007*
 * Complete or delete if applicable

Accreditation No.: *618 0032*
 Relevant Development Consent No.: *2007/0037*
 Issued by: *M.A. & S.A. Architects*
 Authorised Person/General Manager/Accredited Certifier: *[Signature]*

Surveyor's Certificate

I, **ALAN CHARLES DOYLE**
 of **RYGATE & COMPANY PTY LTD., SYDNEY**
 a surveyor registered under the Surveying Act 2002, hereby certify that:
 (1) I meet applicable requirements of:
 * Schedule 1A to the Strata Schemes (Freehold Development) Act 1975 has been met
 * Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met

(2) (a) the building encroaches on a public place
 * In respect of which a determination an appropriate statement has been issued by registered + *.....*
 * Is not created under section 88A of the Conveyancing Act 1919

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

Signature: *[Signature]*
 Date: **27TH FEBRUARY 2007**
 THIS IS SHEET 1 OF MY PLAN 14 SHEETS

* Delete if inapplicable
 * State whether dealing of plan, and quote registered number

* From proposed system - Model By-Laws - adopt for this scheme
 * Keeping of Accounts - *Open Access*
 * Schedule of By-Laws In *5* * Schedules filed with plan
 * No By-Laws apply
 * Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENTS

SEE SHEET 3 FOR

SCHEDULE OF UNIT ENTITLEMENT

PLAN OF SUBDIVISION OF LOT 5 D.P. 270341

L.G.A. : WARRINGAH Suburb/Locality : BELROSE

Parish : MANLY COVE County : CUMBERLAND

Registered: *[Stamp]* 4.10.2007
 Purpose: STRATA PLAN
 Ref. Map: U1867-7
 Last Plan: D.P. 270341

Name of, and address for service of notices on, the person or persons (if a business is required on original strata plan only)
 THE OWNERS
 STRATA PLAN NO. 70928
 "GARIGAL"
 NO. 23 NARABANG WAY,
 BELROSE N.S.W. 2085

FOR LOCATION PLAN SEE SHEET 2

Executed By LH INDEMNITY
 HANDBREAST LIMITED ACN 071
 208 UST 115 N. COOPER ST
 SECTION 1187 OF THE COOPERATION
 ACT

SIGNATURE OF DIRECTOR
 PETER CHARLES DRAKE
 - DIRECTOR

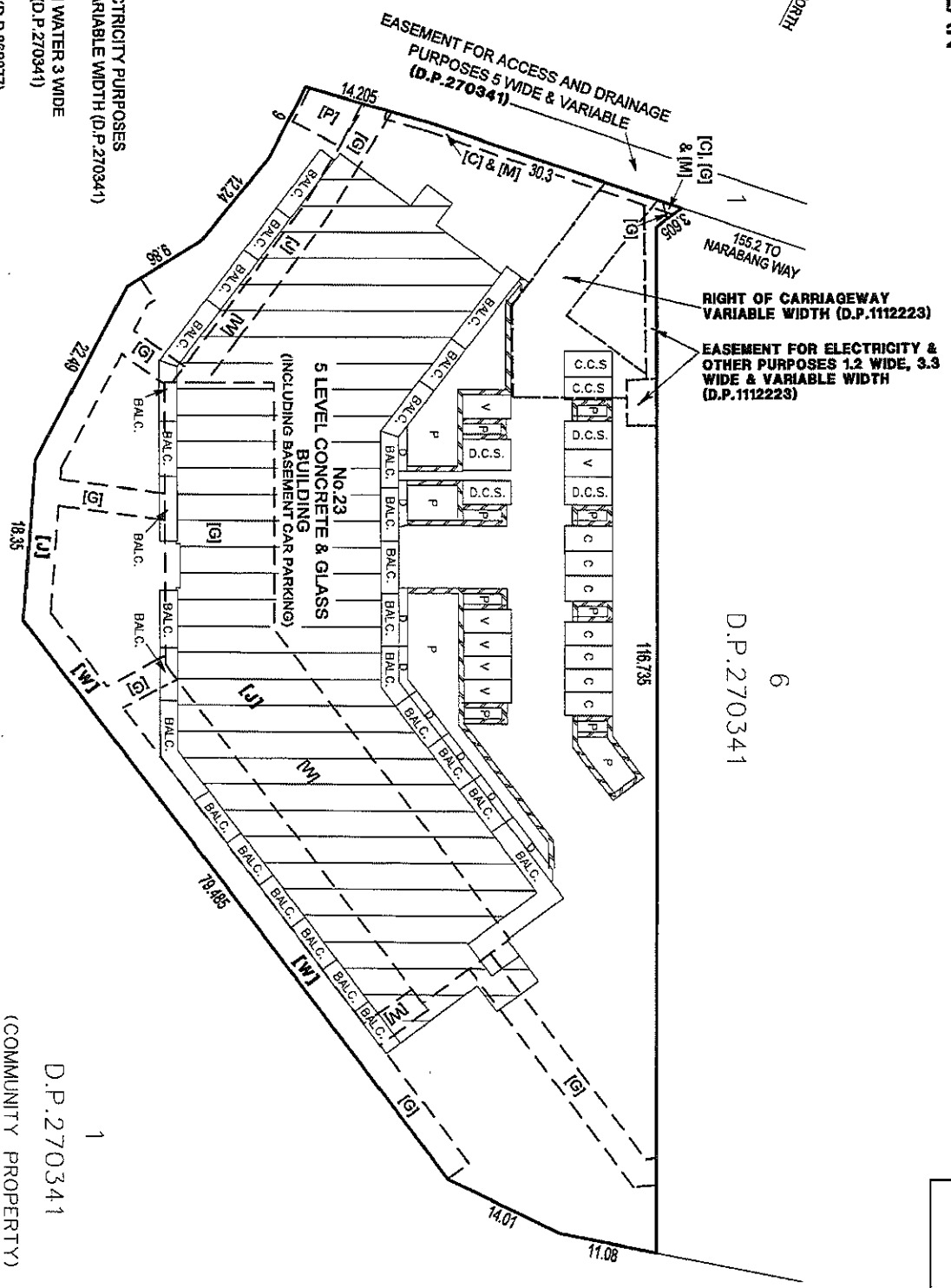
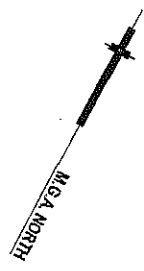
SIGNATURE OF DIRECTOR
 LISA MARIE D'ARCY
 DIRECTOR

PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 008 412 913
 by an Attorney who state that they have no notice
 of any other Power of Attorney dated 2nd June 1993,
 whereby they exercise the Power of Attorney.
 Power of Attorney No. *AYMAA/2007/0037*
 Group A Attorney
 Signed: *[Signature]* Group B Attorney
 Signed: *[Signature]*

Ged Jeffrey Furnell Susan Davis

Executed by Lot 111 Pty Limited
 ACN 106 102 005 in accordance
 with s. 127 of the Corporations
 Act.
[Signature] (DAVID HAWES)
 SOLE DIRECTOR - Lot 111 Pty
 + SECRETARY

LOCATION PLAN



- [G] - EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE, 8 WIDE AND VARIABLE WIDTH (D.P.270341)
- [I] - EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE WIDTH (D.P.270341)
- [J] - POSITIVE COVENANT (D.P.868277)
- [M] - EASEMENT FOR SERVICES 1 WIDE, 8 WIDE AND VARIABLE WIDTH (D.P.270341)
- [P] - EASEMENT FOR DRAINAGE OF SEWAGE 6 WIDE (D.P.270341)
- [W] - DRAINAGE EASEMENT 3 WIDE AND VARIABLE WIDTH (D.P.270341)

- C - DENOTES CAR SPACE
- D - DENOTES DECK
- P - DENOTES P. ANTER
- V - DENOTES VISITOR CAR SPACE
- D.C.S. - DENOTES DISABLED CAR SPACE
- C.C.S. - DENOTES COURIER CAR SPACE

D.P.270341
 1
 (COMMUNITY PROPERTY)

Reduction Ratio 1:500 Lengths are in metres

Mr. Ho
 Registered Surveyor

SURVEYOR'S REFERENCE: 71662 AMENDMENTS 20/8/07 A.B.

General Manager/Authorised Person/Accredited Certifier

SP78928

SP78928

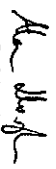
SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	110
2	113
3	95
4	93
5	94
6	141
7	116
8	113
9	111
10	112
11	113
12	112
13	151
14	118
15	119
16	137
17	123
18	87
19	119
20	136
21	113
22	171
23	146
24	93
25	110
26	86
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38	112

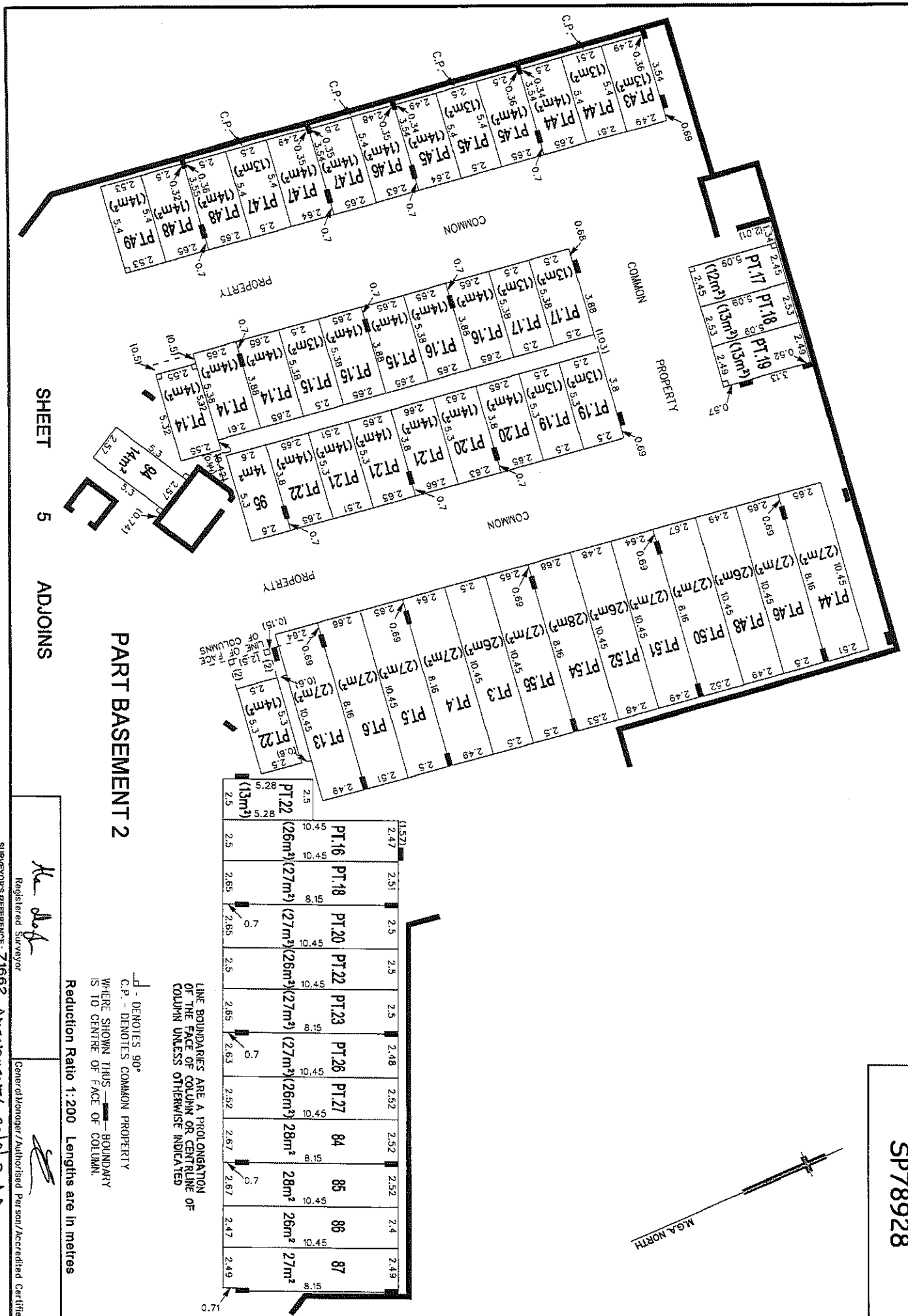
LOT No.	UNIT ENTITLEMENT
39	113
40	112
41	150
42	118
43	121
44	137
45	123
46	87
47	123
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49	115
50	174
51	151
52	96
53	112
54	119
55	78
56	101
57	99
58	119
59	99
60	98
61	98
62	150
63	121
64	118
65	115
66	116
67	118
68	116
69	154
70	121
71	123
72	140
73	126
74	87
75	125
76	142

LOT No.	UNIT ENTITLEMENT
77	117
78	178
79	154
80	98
81	114
82	116
83	78
84	15
85	15
86	15
87	15
88	10
89	10
90	10
91	10
92	10
93	10
94	10
95	10
96	10
97	10
98	10
99	15
100	10
101	10
102	10
103	10
104	10
105	10
106	10
107	8
108	8
AGGREGATE	10,000

Reduction Ratio 1: Lengths are in metres


 Registered Surveyor
 SURVEYOR'S REFERENCE: 71662
 General Manager / Authorised Person/Accredited Certifier

SP78928



SHEET 5 ADJOINS

PART BASEMENT 2

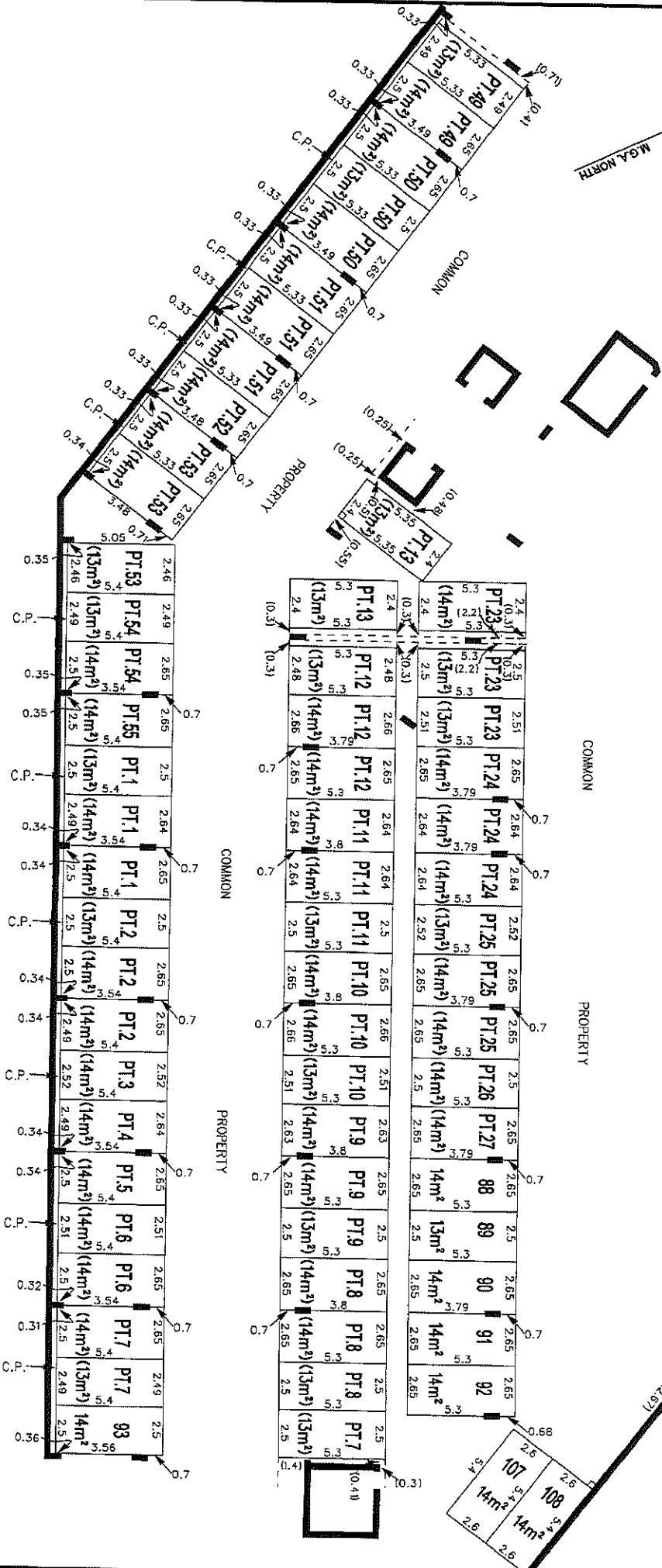
LINE BOUNDARIES ARE A PROLONGATION OF THE FACE OF COLUMN OR CENTRELINE OF COLUMN UNLESS OTHERWISE INDICATED

— DENOTES 90°
 C.P. - DENOTES COMMON PROPERTY
 WHERE SHOWN THUS — BOUNDARY IS TO CENTRE OF FACE OF COLUMN.
 Reduction Ratio 1:200 Lengths are in metres

Registered Surveyor
 General Manager/Authorized Person/Accredited Certifier
 SURVEYOR'S REFERENCE: 71662 AMENDMENTS 2018/07 A.D.

SP78928

SHEET 4 ADJOINS



PART BASEMENT 2

LINE BOUNDARIES ARE A PROLONGATION OF THE FACE OF COLUMN OR CENTRELINE OF COLUMN UNLESS OTHERWISE INDICATED

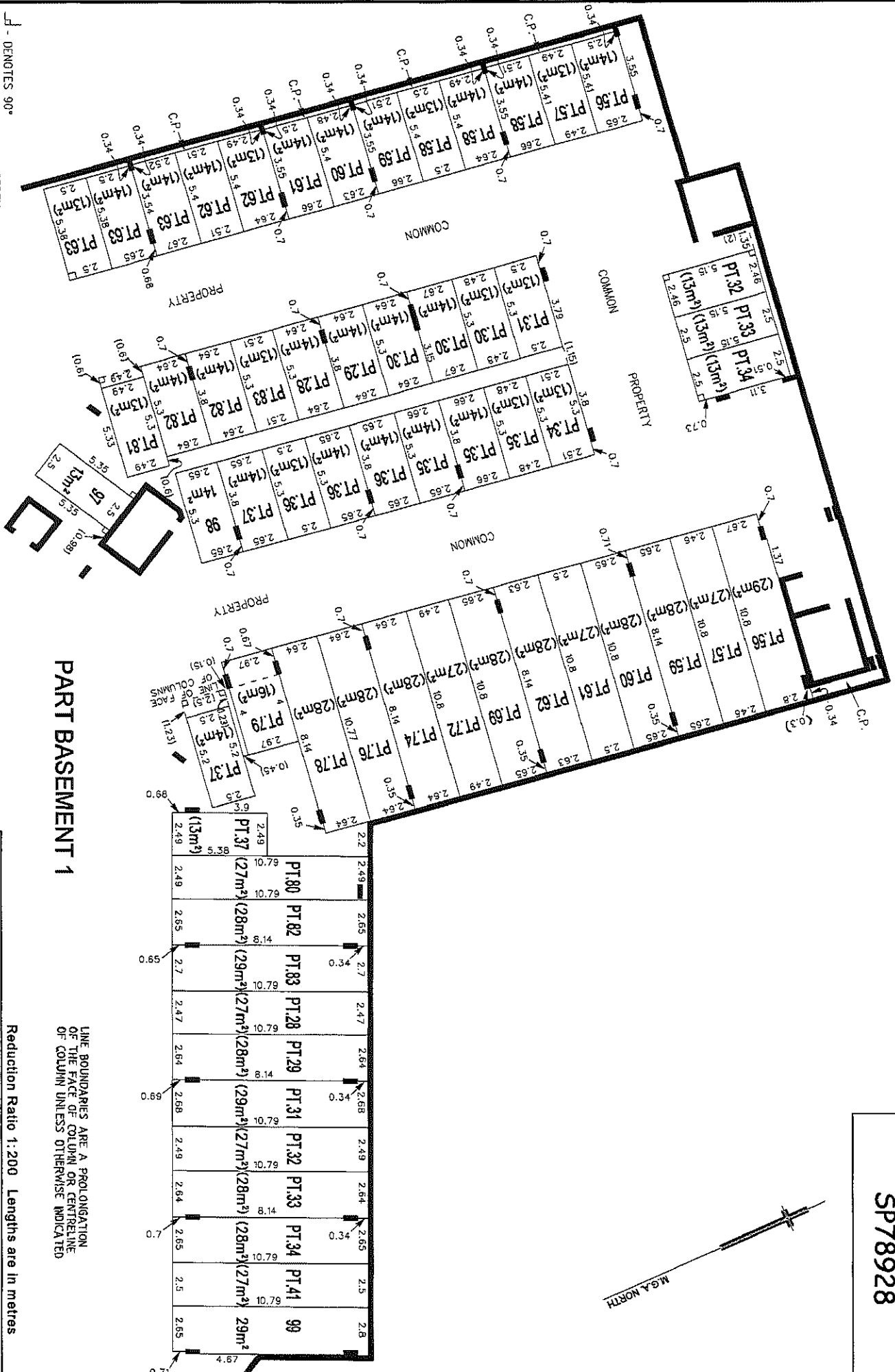
D - DENOTES 90°
C.P. - DENOTES COMMON PROPERTY
WHERE SHOWN THUS ——— BOUNDARY IS TO CENTRE OF FACE OF COLUMN.

Reduction Ratio 1: 200 Lengths are in metres

Alan Joffe
Registered Surveyor
SURVEYOR'S REFERENCE: 71662 AMENDMENTS 26/8/7 A.D.

Corner of Manager/Authorised Person/Accredited Certificate

SP78928



— DENOTES 90°
 C.P. - DENOTES COMMON PROPERTY
 WHERE SHOWN THUS — BOUNDARY
 IS TO CENTRE OF FACE OF COLUMN.

SHEET 7

ADJOINS

PART BASEMENT 1

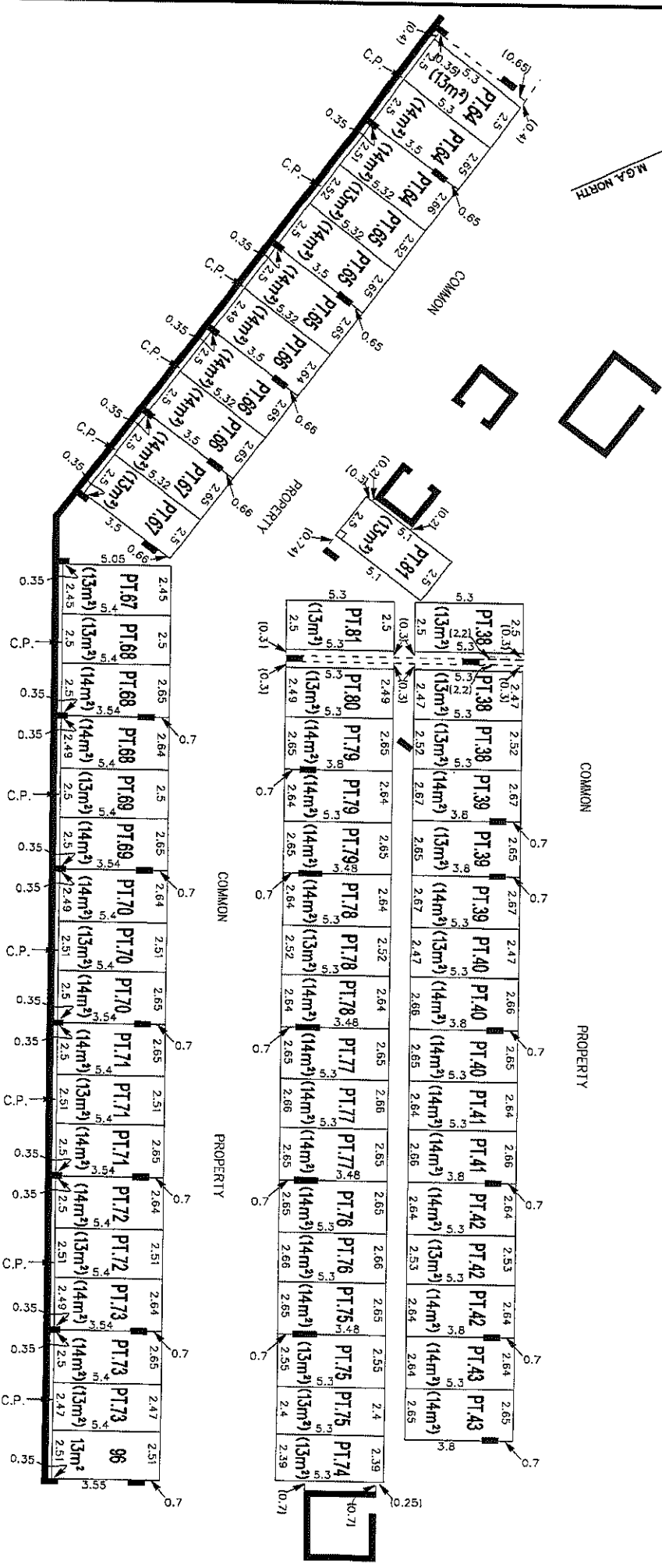
Reduction Ratio 1:200 Lengths are in metres

LINE BOUNDARIES ARE A PROLONGATION
 OF THE FACE OF COLUMN OR CENTRELINE
 OF COLUMN UNLESS OTHERWISE INDICATED

Registered Surveyor
 General Manager/Authorised Person/Accredited Certifier
 SURVEYORS REFERENCE: 71662 AMENDMENTS 20/18/07 A.D.

SHEET 6 ADJOINS

SP78928



PART BASEMENT 1

—|— DENOTES 90°
 C.P. - DENOTES COMMON PROPERTY
 WHERE SHOWN THUS —|— BOUNDARY
 IS TO CENTRE OF FACE OF COLUMN.

LINE BOUNDARIES ARE A PROLONGATION
 OF THE FACE OF COLUMN OR CENTRELINE
 OF COLUMN UNLESS OTHERWISE INDICATED

Reduction Ratio 1:200 Lengths are in metres

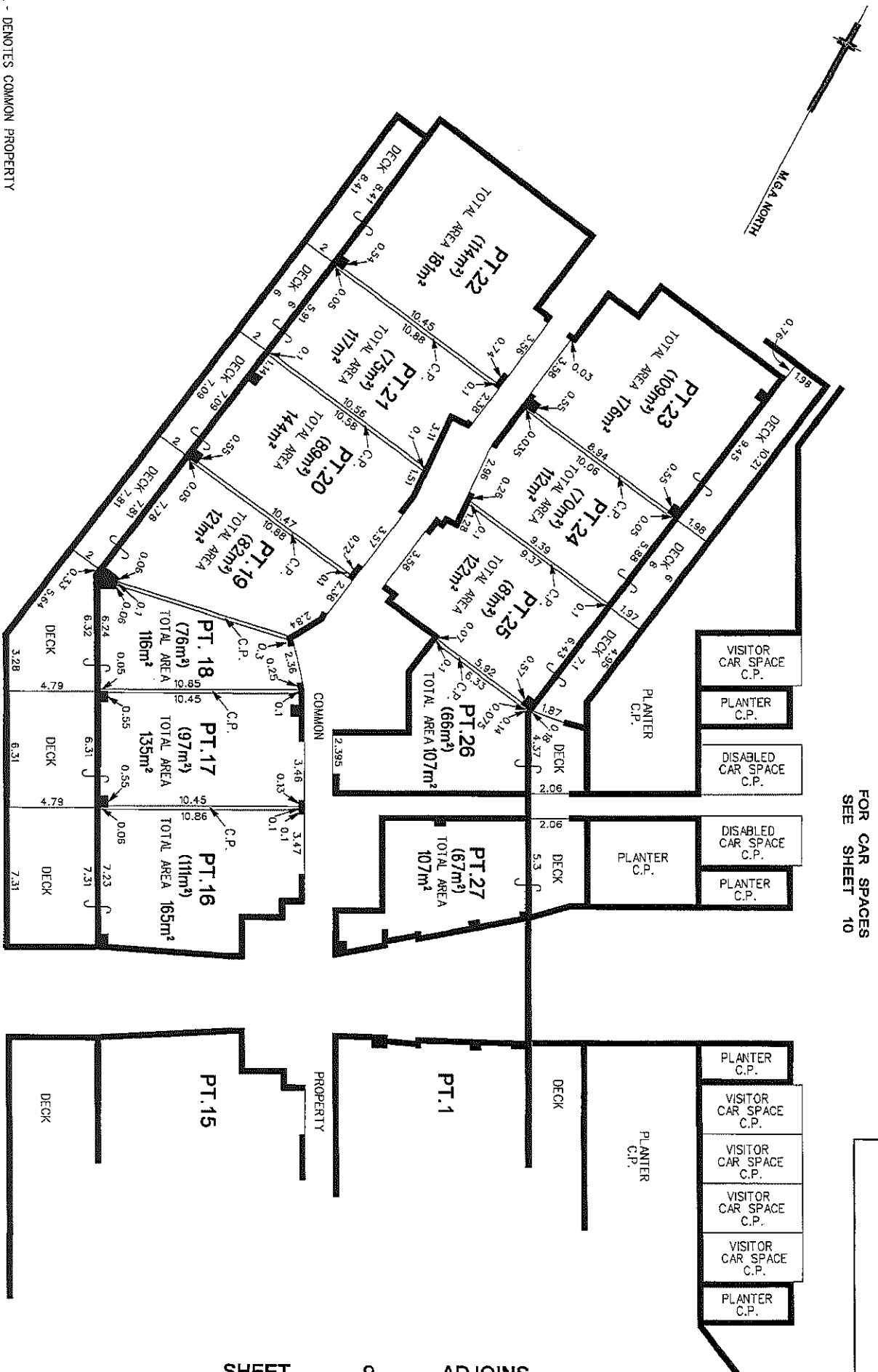
Alan Clark
 Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 71662 AMENDMENTS 20/8/07 A.D.

SP78928

FOR CAR SPACES
SEE SHEET 10



C.P. - DENOTES COMMON PROPERTY
 WHERE SHOWN THIS ——— BOUNDARY
 IS TO CENTRE OF FACE OF WALL.
 WHERE NOT COVERED, DECKS ARE LIMITED IN
 HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
 THE CONCRETE FLOOR THEREOF.

PART GROUND FLOOR

Reduction Ratio 1:200 Lengths are in metres

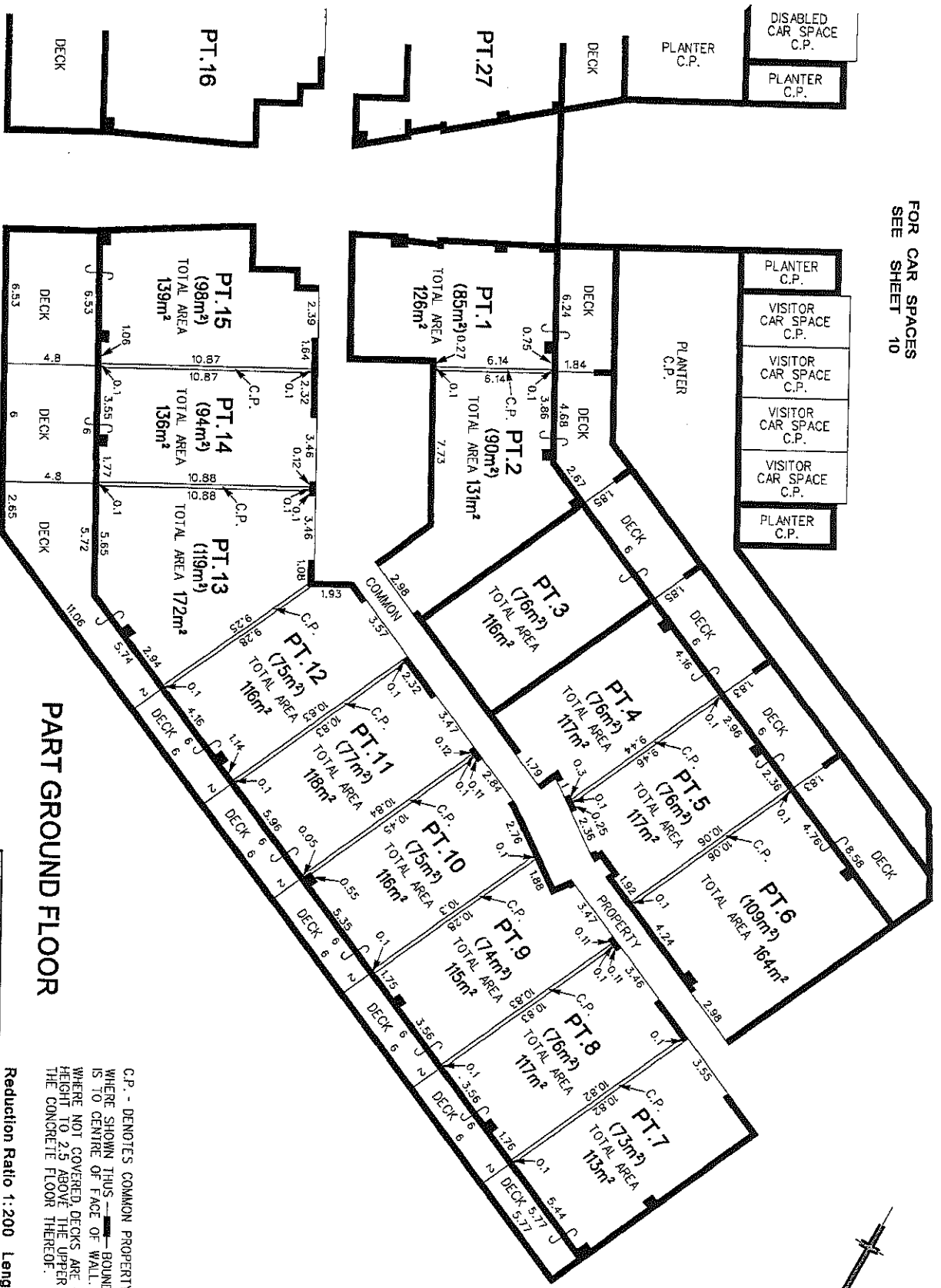
Registered Surveyor
 General Manager/Authorised Person/Accredited Certifier
 SURVEYORS REFERENCE: 71662 AMENDMENTS 2/8/07 A.D.

SHEET 8 ADJOINS

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

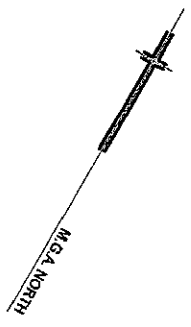
FOR CAR SPACES
SEE SHEET 10



PART GROUND FLOOR

SP78928

Sheet No. 9 of 14 Sheets



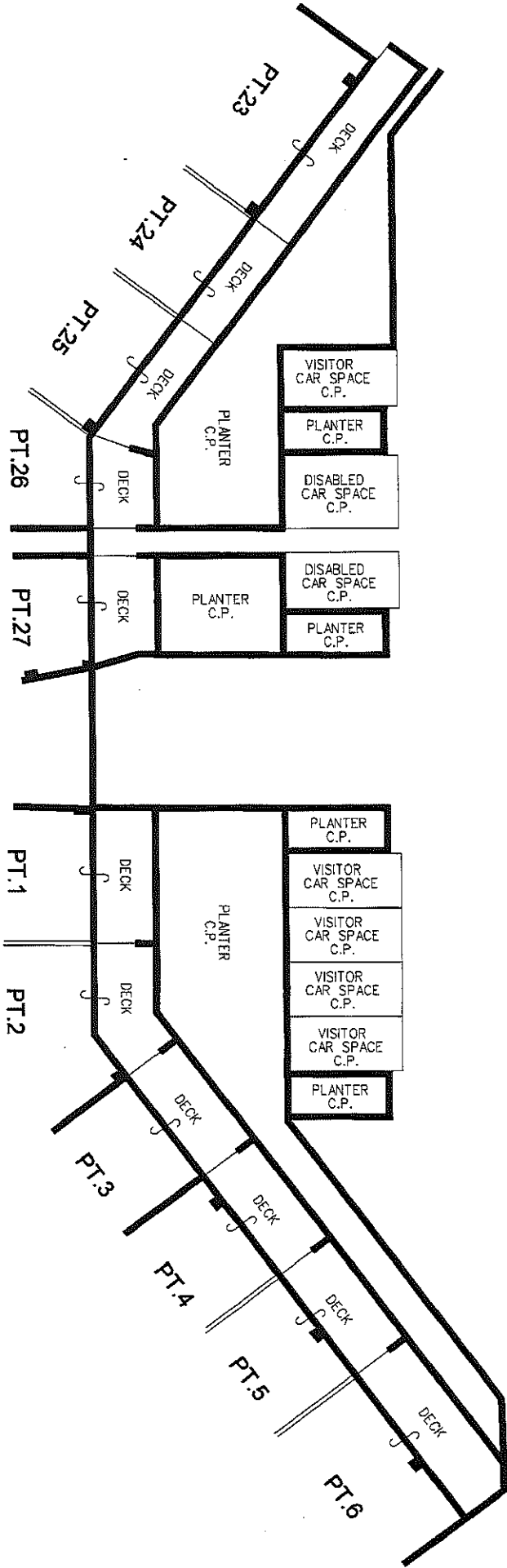
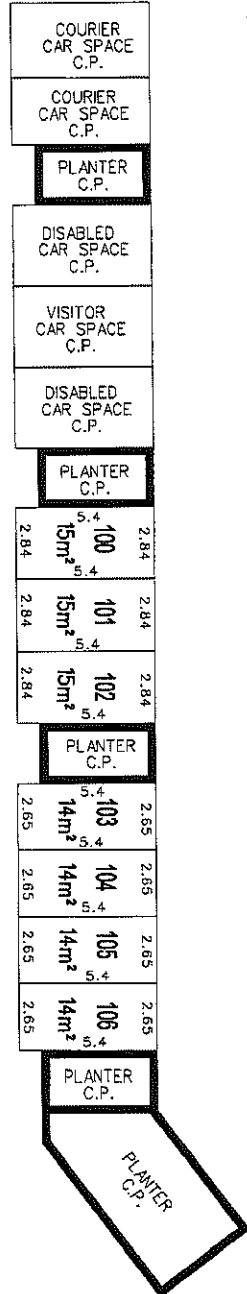
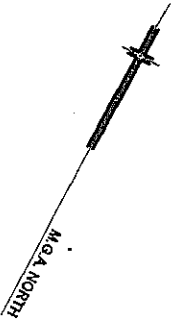
C.P. - DENOTES COMMON PROPERTY
 WHERE SHOWN THUS ——— BOUNDARY
 IS TO CENTRE OF FACE OF WALL.
 WHERE NOT COVERED, DECKS ARE LIMITED IN
 HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
 THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:200 Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 71662

General Manager / Authorised Person / Accredited Certifier


SP78928



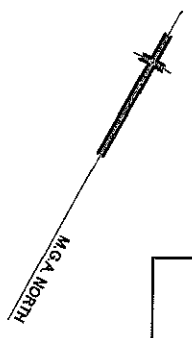
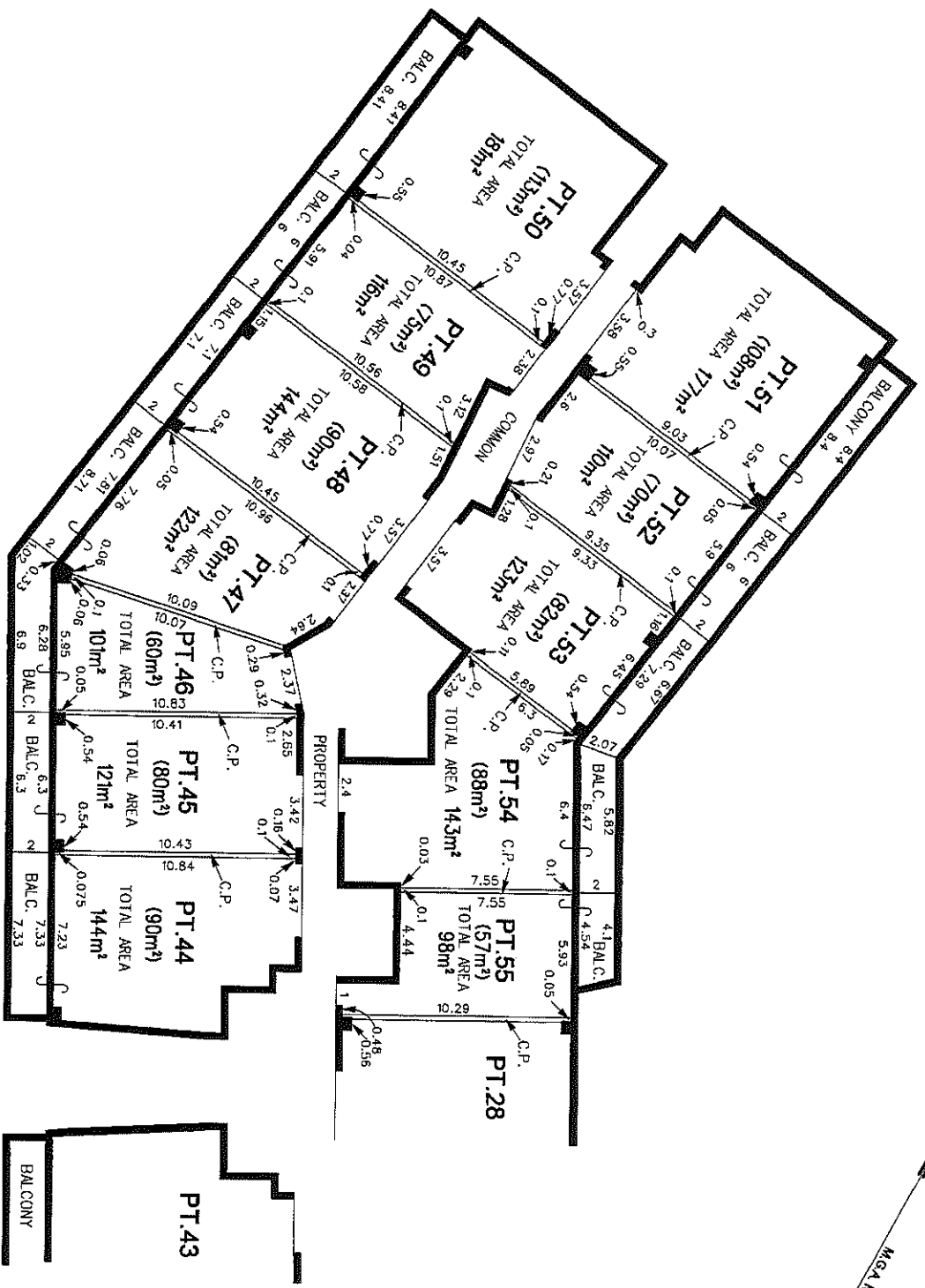
PART GROUND FLOOR

C.P. - DENOTES COMMON PROPERTY
 WHERE NOT COVERED, CAR SPACES & DECKS ARE LIMITED
 IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE
 OF THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:200 Lengths are in metres


 Registered Surveyor
 General Manager/Authorised Person/Accredited Certifier
 SURVEYORS REFERENCE: 71662

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C.P. - DENOTES COMMON PROPERTY
WHERE NOT COVERED, BALCONIES ARE LIMITED IN
HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
THE CONCRETE FLOOR THEREOF.

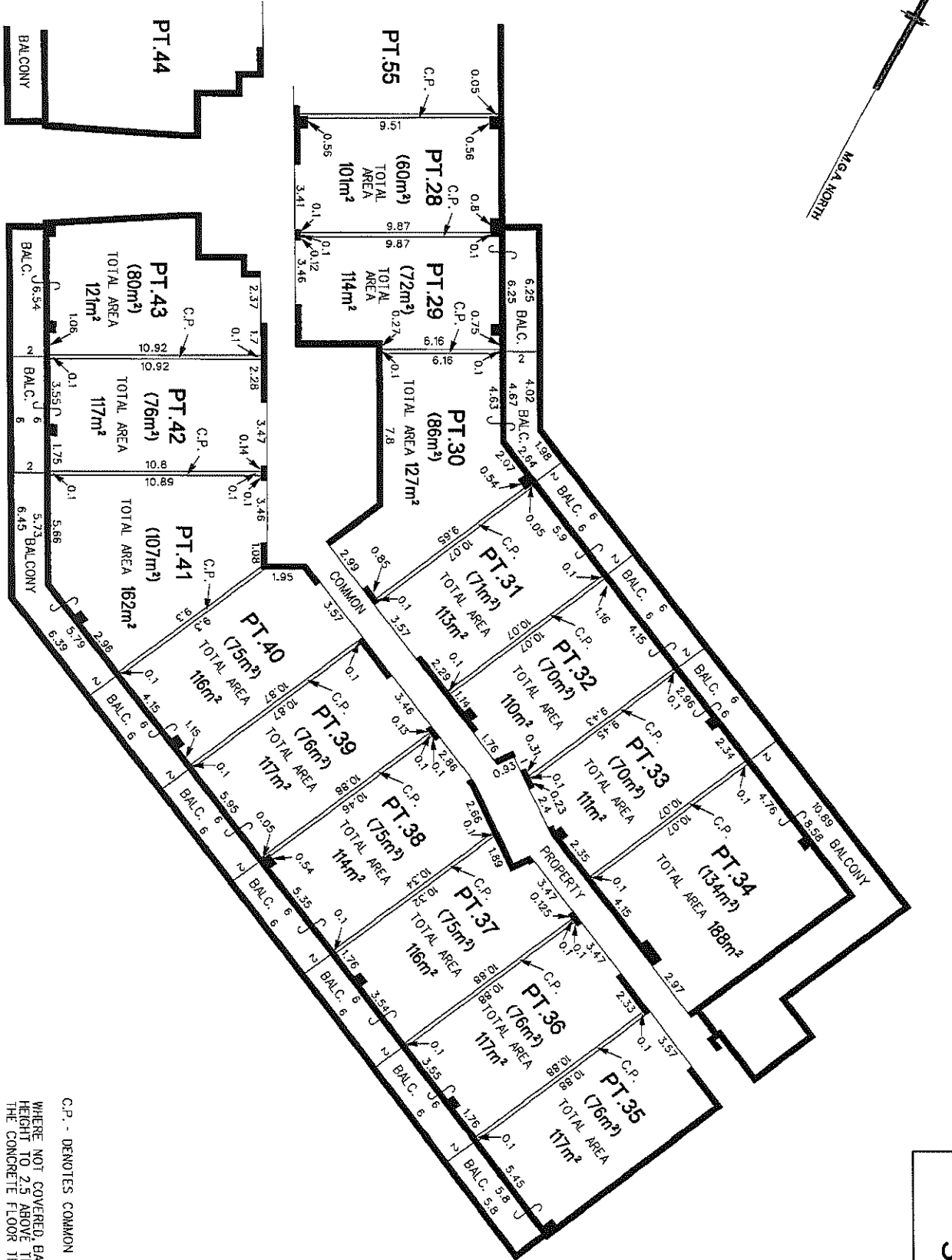
PART LEVEL 1

Reduction Ratio 1:200 Lengths are in metres

SHEET 12 ADJOINS


 Registered Surveyor
 General Manager/Authorised Person/Accredited Cartifier
 SURVEYOR'S REFERENCE: 71662 AMENDMENTS 2018/07, A.D.

SHEET 11 ADJOINS



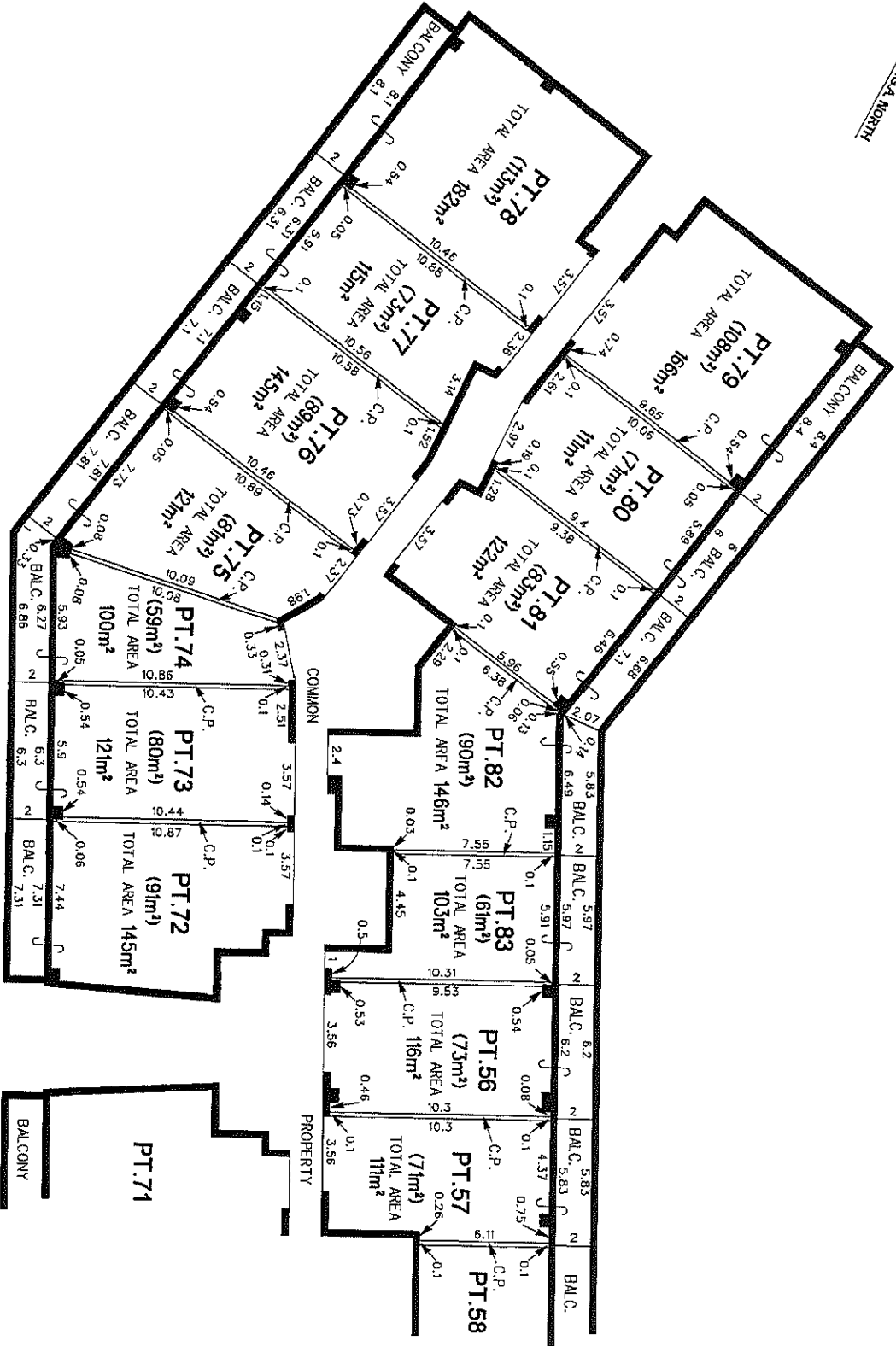
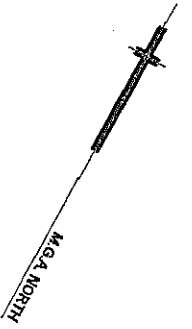
PART LEVEL 1

Reduction Ratio 1:200 Lengths are in metres

C.P. - DENOTES COMMON PROPERTY
 WHERE NOT COVERED, BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF.

Registered Surveyor
 SURVEYOR'S REFERENCE: 71662
 General Manager/Authorised Person/Accredited Certifier

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C.P. - DENOTES COMMON PROPERTY
 WHERE NOT COVERED BALCONIES ARE LIMITED IN
 HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
 THE CONCRETE FLOOR THEREOF.

PART LEVEL 2

SHEET 14 ADJOINS

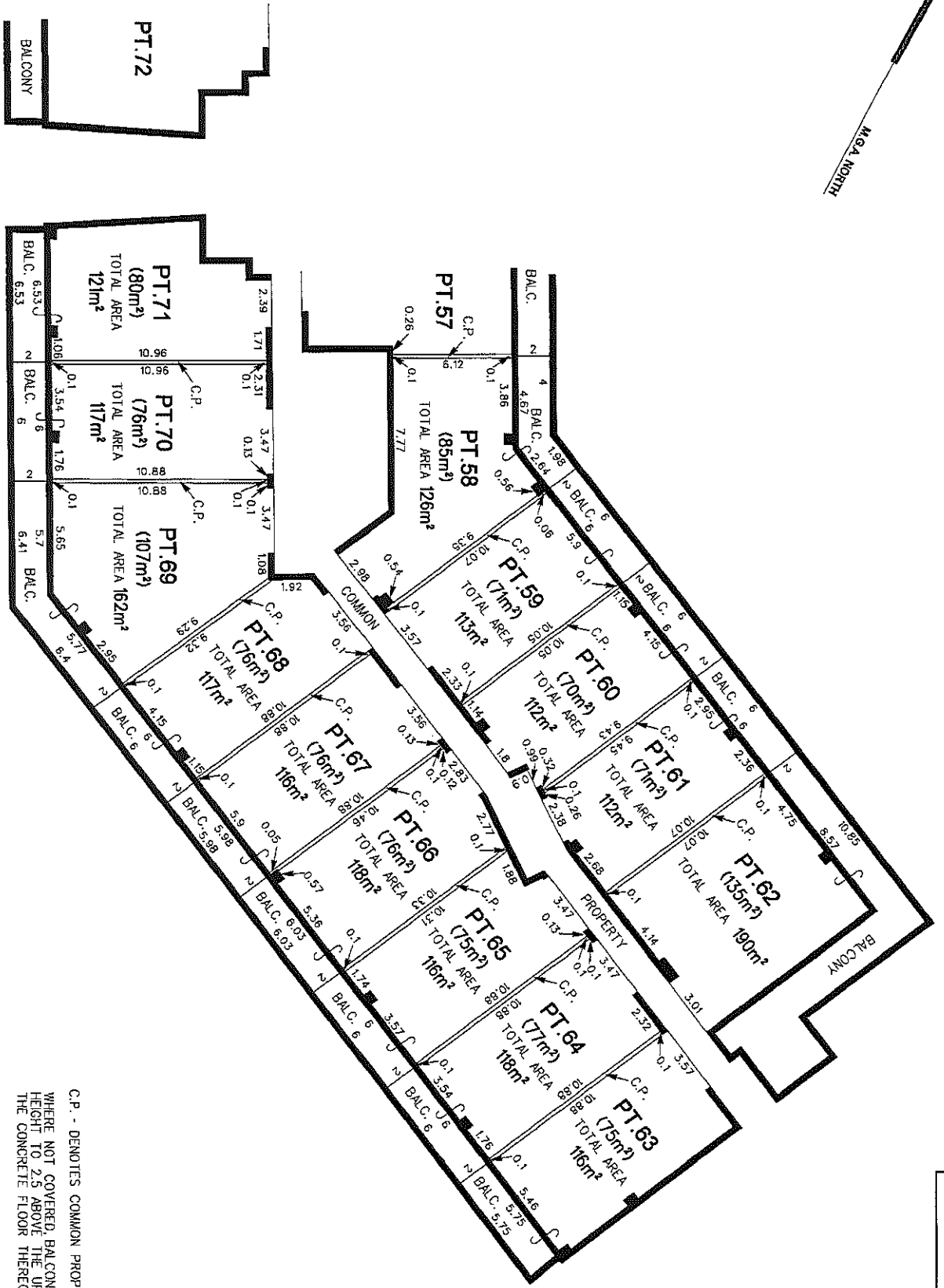
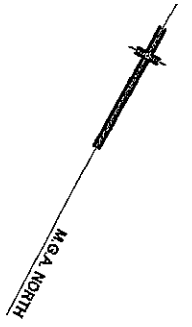
SP78928

Reduction Ratio 1:200 Lengths are in metres

Registered Surveyor
 SURVEYOR'S REFERENCE: 71662

General Manager/Authorised Person/Accredited Certifier


SHEET 13 ADJOINS



PART LEVEL 2

C.P. - DENOTES COMMON PROPERTY
 WHERE NOT COVERED, BALCONIES ARE LIMITED IN
 HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF
 THE CONCRETE FLOOR THEREOF.

Reduction Ratio 1:200 Lengths are in metres


 Registered Surveyor
 SURVEYOR'S REFERENCE: 71662
 AMENDMENTS 20/8/07 MB
 General Manager/Authorised Person/Accredited Certifier

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Approved Form 27
By-Laws.

**Instrument setting out the terms of by-laws to be created upon registration of
Strata Plan No 78928
23 Narabang Way, Belrose**

1. Vehicles on common property

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

2. Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

3. 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 except as permitted by these by-laws or with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Strata Schemes Management Act, 1996 ("the Act") the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and

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- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4. **Children on common property**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5. **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.

6. **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 or discarded item except with the written approval of the owners corporation.

7. **Damage to gardens etc on common property**

An owner or occupier shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property.

8. **Compensation for damage to common property**

The owner of a lot shall be liable to compensate the owners corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an occupier (or invitee of an occupier) of the owner's lot.

9. **Cleaning windows and doors**

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property. The owner or occupier of a lot must provide reasonable access to a balcony forming part of that lot for this purpose.

10. **Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered;
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage,

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Page 3 of 10 pages

- securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected;
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in clause (a);
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a

SP78928

Page 4 of 10 pages

manner that would contravene any relevant law applying to the disposal of such waste.

11. Appearance of lot

The owner or occupier of a lot must not, without the prior written approval 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.

12. Keeping of animals

Subject to section 49(4) of the Act, an owner or occupier of a lot must not keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

13. 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).

14. Preservation of fire safety

The owner or occupier of a lot must not carry on any activity or do any thing or permit any invitee of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel, reduce the level of fire safety in the lots or common property or affect the insurance premiums for the strata scheme.

15. Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

16. Notice of defects and accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any significant defect in the common property or any personal property vested in the owners corporation, or of any accident associated therewith, give notice to the strata managing agent of the owners corporation or, in the absence of such agent, to the executive committee of that defect or accident.

17. Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

(a) security services,

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Page 5 of 10 pages

- (b) promotional services,
- (c) cleaning,
- (d) garbage disposal and recycling services,
- (e) electricity, water or gas supply,
- (f) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

18. Compliance with planning and other requirements

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

19. Moving furniture, building materials and large objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture, building materials or large objects 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.
- (2) An owners corporation may resolve that furniture, building materials or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture, building materials or large objects are to be transported, then an owner or occupier of a lot must not transport any furniture, building materials or large object through or on common property except in accordance with that resolution.

20. Bond against damage to the common property

- (1) Prior to moving furniture, building materials or large objects through or on the common property or carrying out building work or installing services, an owner or occupier shall pay the owners corporation a bond of \$500.00 against damage to the common property caused by the movement of such materials or by building work or the installation of services by the owner or occupier or their agents, employees and contractors.
- (2) Should such damage occur then the owners corporation may repair such damage and apply all or part of the bond to the cost of such repairs and then refund the balance if any to the person who paid it.
- (3) The owners corporation may from time to time increase the amount of the bond to the amount it considers necessary.

SP78928

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21. Signage

- (1) No signage shall be affixed to the exterior of the building except as permitted by by-law 31.
- (2) No other signage that is visible from outside the building shall be erected or affixed to a lot or common property without the written approval of the owners corporation.
- (3) No signage that is visible from common property corridors and foyers shall be affixed to any door, partition or wall separating a lot from common property unless it complies with any guidelines issued by the owners corporation and is in keeping with the design of other such signage in the building.

22. Directory

The owners corporation shall maintain a current directory of occupants of the lots within the building in a suitable location in the foyer of the building. The entries in such directory shall be of the type, colour and style determined by the owners corporation from time to time. The owners corporation has the sole right to add to or alter the directory and to make a charge to an owner or occupier for additions or alterations to the directory requested by that owner or occupier.

23. Licensing of common property car spaces

The owners corporation may licence common property car spaces over which exclusive use rights have not been granted on such terms as it determines but subject to the following conditions –

- (a) A licence may only be granted to an owner or occupier of a lot in the strata scheme; and
- (b) If an owner or occupier is disabled or has a disabled employee and gives written notice that it seeks a licence of a common property car space for the use of a disabled person then any licence not for the use of a disabled person shall be terminable by the owners corporation on 7 days' notice so that a licence may be granted for the use of the space by a disabled person.

24. Exclusive use of air-conditioning units for the lot

- (1) The owner of each lot shall have a special privilege to leave in their original places within the common property the air conditioning compressor, wires, cables, pipes, ducts and any associated items servicing his lot.
- (2) Each lot owner shall be responsible for the maintenance repair and replacement of the air conditioning plant and equipment which services his lot.

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25. Exclusive use of common property between lots

- (1) While the owner of a lot is also the owner of an adjoining lot then that owner is hereby granted by the owners corporation the exclusive use and enjoyment of the common property between such adjoining lots (the position for a dividing wall) whilst there is not a wall separating such lots.
- (2) Where such exclusive use rights arise, the owner having those rights shall be responsible for keeping the relevant common property in good and serviceable repair and for the maintenance and upkeep of its floor, wall and ceiling finishes and its light fittings.
- (3) Where an owner is to cease to own the adjoining lot or to use the lots in combination then before transferring such adjoining lot or ceasing such use the owner shall erect a dividing wall at his own expense and to the same specifications and finish as the walls between lots in other parts of the building. Such wall shall become part of the common property and the owner shall cease to have the exclusive use and enjoyment of the area upon which the wall is erected.
- (4) "owner" means the registered proprietor or a "related person" as defined in the dictionary to the Duties Act 1997.

26. No alteration to internal walls or structural features

- (1) An owner or occupier of a lot shall not remove, alter or add to balcony railings, external automated solar blinds, exterior windows or, except as permitted by by-law 29, lot entry door frames and louvres.
- (2) Except as permitted by these by-laws, an owner or occupier of a lot shall not remove, alter or add to any other structural part of the lot without the prior written approval of the owners corporation.

27. Internal Fit-out

- (1) No owner or occupier of a lot shall install or construct or permit to remain any partitioning or other fit-out unless it complies in all respects with the Building Code of Australia ("BCA") including, without limitation, compliance with fire safety egress requirements and the installation of any additional smoke detectors required by the BCA.
- (2) Where partitioning has been installed in any lot(s), of the owner or occupier must, on request by the owners corporation, provide a certificate by a suitably qualified fire safety consultant that the lot(s) with the partitioning installed complies with the BCA regarding smoke detectors and exit and emergency lighting.

28. Access for inspection for fire safety certification

The owner and occupier of a lot must on reasonable notice by the owners corporation provide access to the lot for the purposes of a fire safety inspection by a suitably qualified fire safety consultant or by any competent authority in connection with the obtaining of an annual fire safety certificate in respect of the building or any other purpose related to fire safety.

SP78928

Page 8 of 10 pages

29. Corridor wall finishes

- (1) An owner may at his own cost vary the wall and entry configuration between his Lot and a corridor being part of common property to suit his requirements provided that:
 - (a) all work must comply with the Building Code of Australia;
 - (b) the wall must be to the same specifications and finish as the corridor walls originally installed on the ground floor of the Building and in the case of doubt recourse shall be had to the Building Data;
 - (c) each entry door must consist of:
 - (i) a glazed timber door with door furniture;
 - (ii) a timber door frame incorporating a sidelight for a louvre;
 - (iii) a glass breezeway louvre within the timber frame; and
 - (iv) a fixed glass sidelight of varying length generally in accordance with entry doors originally installed on the ground floor of the Building;
- (2) Every such wall and entry door shall become part of common property.

30. Ecologically sustainable development facilities

- (1) The owners corporation shall administer and maintain the Ecologically Sustainable Development ("ESD") measures incorporated in the building.
- (2) The owners corporation shall use its best endeavours to ensure that owners and occupiers of lots do not by any act or omission prevent or inhibit the functioning of the ESD measures.
- (3) The owners corporation shall administer the ESD measures in accordance with the ESD Manual for the building to be provided by the original owner during the initial period.
- (4) The owners corporation may amend the ESD Manual from time to time provided that no amendment shall be made without the prior written consent of the original owner before the third anniversary of the date of registration of the strata plan or the date when the original owner ceases to own any lot in the strata plan, whichever is the earlier.
- (5) ESD measures include:
 - on site sewerage treatment plant
 - external blinds
 - lighting movement sensors
 - energy efficient lighting
 - solar hot water system
 - corridor ventilation

SP78928

Page 9 of 10 pages

31. External signage and naming rights

- (1) Notwithstanding any other by-law, the owners corporation hereby grants the owner of Lot 106 the sole right to determine the name by which the building is known from time to time ("the Building Name").
- (2) For that purpose the owners corporation grants the owner of Lot 106 entitlement to:
 - (a) require the owners corporation to erect a sign exhibiting the Building Name on the building in such location and of such size and type as shall be approved by Warringah Council; and
 - (b) exclusive use of that part of the common property required to be occupied by such sign ("the Sign Area");
on the following conditions:
 - (c) the owner of Lot 106 may change the Building Name not more than once in every 5 years and only if the owner of Lot 106 has provided the owners corporation with 3 months' written notice that it wishes to change the Building Name and nominating the proposed new Building Name;
 - (d) the owner of Lot 106 must pay the owners corporation the anticipated costs of carrying out its obligations under this by-law in advance of the owners corporation carrying out those obligations;
 - (e) the owners corporation is responsible for maintaining and keeping the Sign Area and any sign erected pursuant to this by-law in a state of good repair and condition; and
- (3) the owner of Lot 106 must promptly reimburse the owners corporation in respect of any costs incurred in carrying out its obligations under this by-law to the extent not paid in advance.

32. Selling and leasing activities of original owner

For such time as the original owner remains an owner of a lot in the strata scheme it shall have a special privilege to conduct selling or leasing activities within the strata parcel, including the common property.

SP78928

Page 10 of 10 pages

Executed by **LOT 111 PTY LIMITED ACN 106 102 005** by the authorised person whose signature appears below pursuant to S.127 of the Corporation Law:

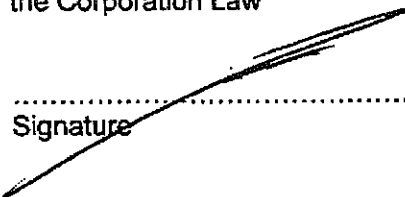
)
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David Hawes
Sole Director and Secretary

Executed by **LM INVESTMENT MANAGEMENT LIMITED ACN 077 208 461** by the authorised person whose signatures appears below pursuant to S.127 of the Corporation Law

)
)
)
)



Signature



Signature

EDWARD VAN ITWEGEN
Name

PETER CHARLES DRAKE
Name

Director
Position Held

DIRECTOR
Position Held

Executed by **PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 008 412 913**
By its execution, consents to the registration of this document

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913 by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they execute this deed document or instrument.	
Power of Attorney No. <u>66645417</u>	
Group A Attorney	Group B Attorney
Signature <u>L. Antill</u>	Signature <u>Susan Davis</u>
LINDA ANTILL	Susan Davis

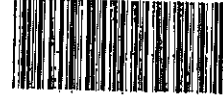
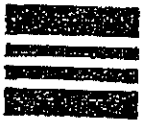
REGISTERED  AC 4-10-2007

STAMP DUTY

OFFICE USE ONLY



RELODGED
 -9 FEB 1994
 2.25



I
 909898 A

POSITIVE COVENANT

PURSUANT TO SECTION 88E(3), CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900

PC

	of	
	+	

(See Instructions for Completion on back of form)

DESCRIPTION OF LAND
 Note (a)

RELODGED
 15 FEB 1994

Torrens Title Reference Folio Identifiers 1/807013, 2/807013, 3/807013 & 2825/729330	If part only, delete Whole and give details WHOLE
---	--

ROADS, AND, TRAFFIC AUTHORITY, OF NEW SOUTH WALES, 24 Campbell Street, Sydney

Note (b)

a PRESCRIBED AUTHORITY within the meaning of Section 88E(1) of the Conveyancing Act, 1919, hereby imposes on the land above described the positive covenant which is set out in Annexure A and applies to have such covenant recorded in the Register.

OFFICE USE ONLY

Note (c)

The Registered Proprietor of the land above described is DAINFORD LIMITED (In Provisional Liquidation) (Receiver and Manager Appointed) (A.C.N. 000 788 438) having its registered office C/- Love & Rodgers, Chartered Accountants, 31 Market Street, Sydney

Note (d)

The mortgagee/lessee/chargee/covenant chargee of the land above described is ESANDA FINANCE CORPORATION LIMITED (A.C.N. 004 346 043), 68 Pitt Street, Sydney Lease ES06751

DATE 20 March 1992

EXECUTION Note (e)

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by an authorised officer of the Prescribed Authority

Signature of Witness
Kevin Peter Ford
 Name of Witness (BLOCK LETTERS)
Solicitor, 240 Elizabeth St Sydney
 Address and occupation of Witness

Signature of authorised officer

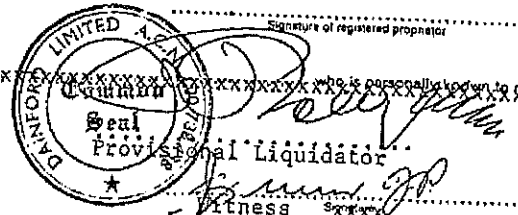
Signed in my presence by the registered proprietor of the land who is personally known to me.

Signature of Witness
 Name of Witness (BLOCK LETTERS)
 Address and occupation of Witness

Signature of registered proprietor

Notes (g) and (h)

THE COMMON SEAL of DAINFORD LIMITED (In Provisional Liquidation) was affixed by Peter Rodgers, its Liquidator in the presence of:



TO BE COMPLETED BY LODGING PARTY
 Notes (g) and (h)

LODGED BY CORRIS CHAMBERS WESTGARTH DX 133 SYDNEY 898S	LOCATION OF DOCUMENTS	
	CT	OTHER
Delivery Box Number <u>Prima 2000 008 DJNC</u>		Produced by <u>2365 (3/20/13)</u>
Checked <u>OLG</u>	Passed <u>LEG</u>	REGISTERED - 19
Signed	Extra Fee	Secondary Directions
		Delivery Directions

OFFICE USE ONLY

FP55A

(SEE ANNEXURE A ATTACHED)

Note (A)
 Terms of Positive
 Covenant

INSTRUCTIONS FOR COMPLETION

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.
 Alterations are not to be made by erasures, the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.
 If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.
 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 for the land the subject of this covenant, e.g. 135/SP12345 or Vol. 6514 Fol. 126
 - (ii) PART-WHOLE - If part only of the land in the lot of the Registrar is affected by the covenant, delete the word "Whole" and insert the lot and plan number, portion, &c.
- (b) Insert the full name and address of the Prescribed Authority.
- (c) Insert full name and postal address of the registered proprietor.
- (d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.
- (e) Execution.
 - GENERALLY (i) Should there be insufficient space for execution of the dealing use an annexure sheet
 - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by the authorised officer who should execute the dealing in the presence of an adult witness, to whom he/she is personally known.
 - ATTORNEY (iii) Any person falsely or negligently certifying is liable to the penalties provided by section 517 of the Real Property Act, 1900
 - (iv) If the dealing is executed by an attorney for the proprietor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g. "All by his/her attorney for her/his or otherwise or delegate as the case may be" or "By power of attorney registered Book No."
 - AUTHORITY (v) If the dealing 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 dealing has been executed.
 - CORPORATION (vi) If the dealing 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 position (e.g., director, secretary) in the corporation.
- (f) Insert reference to the mortgage, lease, charge, etc., e.g. mortgage No. W161111.
- (g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (h) 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, List, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration.
- (i) Insert the full particulars of the Positive Covenant. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS					
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME			
SECOND SCHEDULE AND OTHER DIRECTIONS					
(D) FOLIO IDENTIFIER (FOR REGS. DEALINGS & FOLIO RELINQUISH)	(E) DIRECTION	(F) NOTIN TYPE	(G) DEALING NUMBER II	(H) DETAILS	

ANNEXURE A

- be responsible for maintaining the Works and shall
1. The Registered Proprietor shall/bear all costs associated with maintenance of the Works.

In this Covenant:

"Works" means the intersection on Mona Vale Road providing access to Austlink Corporate Park and comprising of at-grade on-load and off-load ramps, an off-load ramp/tunnel on Mona Vale Road between 300 metres to 1400 metres from the Forest Way intersection within the Mona Vale Road reservation boundaries.

The expression "Registered Proprietor" whenever used in this instrument includes that party's successors and assigns including the registered proprietor or registered proprietors for the time being of any allotment being a resubdivision of all or any of the Developed Land.

The expression "Developed Land" whenever used in this instrument means the whole of the land comprised in Certificate of Title Folio Identifiers 1, 2 and 3/807013 and 2825/729330.

2. The Registered Proprietor shall in respect of any fee charged, levied or assessed for the Works and payable by International Corporate Park Management Pty Limited ("ICPM") to the Roads and Traffic Authority or its successor ("the RTA") pay to ICPM within fourteen (14) days of receipt of invoice from ICPM the amount of such invoice being a proportionate part of the total amount payable by ICPM to the RTA for the maintenance of the Works equivalent to the same proportion that the area of the Developed Land owned by the Registered Proprietor bears to the total area of all Developed Land within the Austlink Corporate Park of which the land owned by the Registered Proprietor forms part noting that no contribution shall be required from common areas or jointly owned allotments used for the common benefit of all owners of allotments within the Austlink Corporate Park AND the Registered Proprietor hereby covenants, acknowledges and agrees with the RTA that failure by the Registered Proprietor to make any such payment to ICPM within the time provided shall constitute a debt owed and immediately payable by the Registered Proprietor to the RTA upon written demand.
3. ICPM covenants and agrees with and to the Registered Proprietor and the RTA to pay to the RTA as soon as is practicable after receipt by it any moneys received by it on account of payments due to the RTA for maintenance of the Works pursuant to Clause 2 hereof.

Kumar 

- 2 -

4. The Registered Proprietor and ICPM acknowledge and agree that there shall be payable by ICPM and in default by the Registered Proprietor an annual Maintenance Fee to the RTA in respect of the Works in the sum of FORTY THOUSAND SEVEN HUNDRED DOLLARS (\$40,700.00) and that the RTA shall be entitled to increase such annual Maintenance Fee in accordance with yearly increases in the Consumer Price Index (All Groups - Sydney).
5. The Registered Proprietor and ICPM acknowledge and agree with and to the RTA that ICPM shall insofar as it relates to the collection of the annual Maintenance Fee operate as the agent of the Registered Proprietor and to the extent that it is paid any moneys by the Registered Proprietors on account of Maintenance Fee it shall hold the same in trust for the RTA without having any right to claim any interest therein or any right of set-off against such funds and ICPM shall as required by the terms of this covenant as soon as is practicable after receipt of such moneys account for the same to the RTA.

Bunn *J. Rodger*



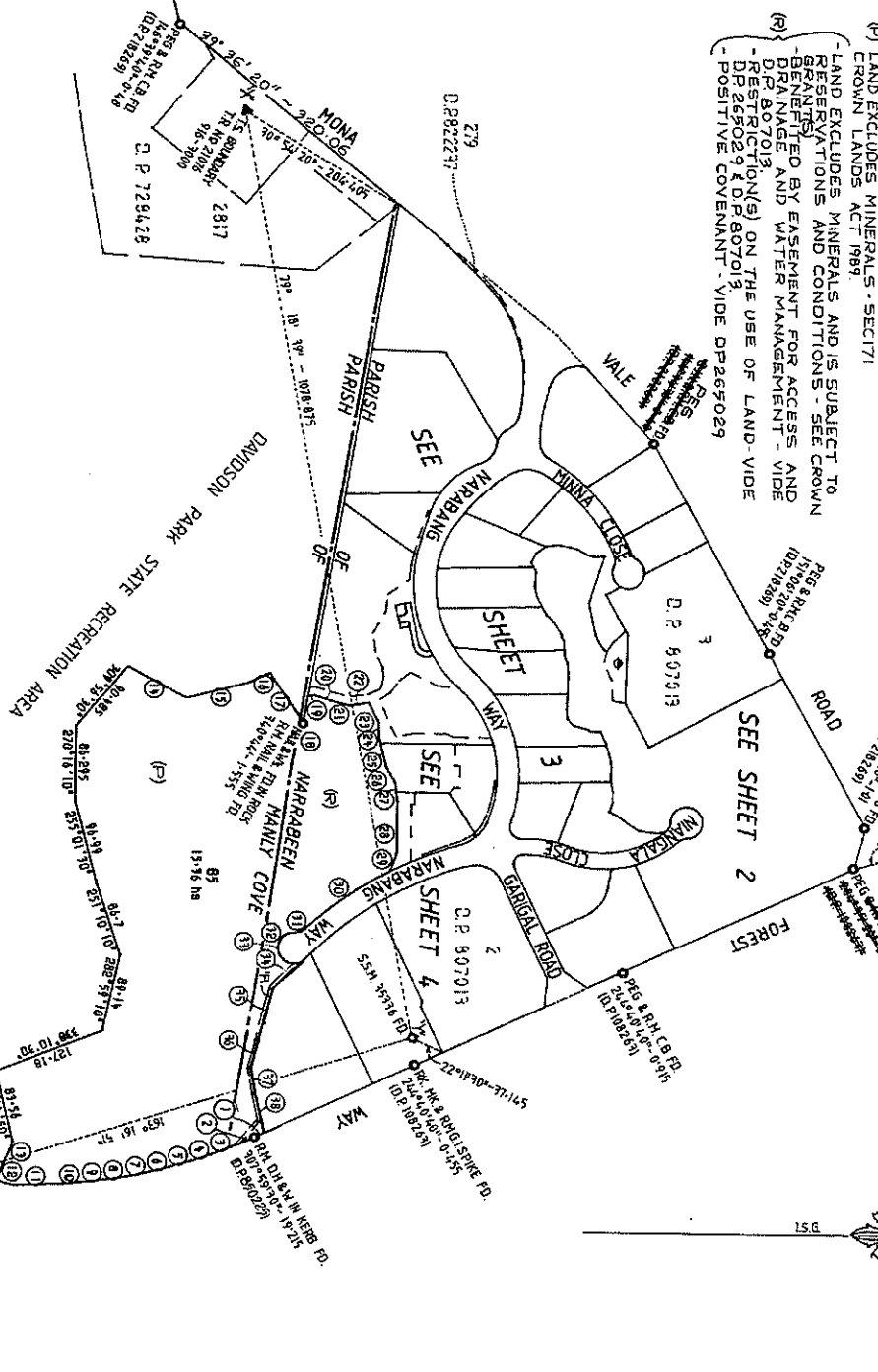
SUBDIVISIONS SHALL BE SUBMITTED TO THE COUNTY ENGINEER FOR REVIEW AND APPROVAL. THE ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE CHANGES TO THE PLAN AND TO WITHHOLD THE PLAN FROM RECORD UNTIL ALL CHANGES ARE COMPLETED.

Plan Drawing only to appear in this space

SCHEDULE OF SHORT & CURVED BOUNDARIES					
NO	BEARING	CHORD	NO	BEARING	CHORD
1	154°40'40"	12.735	16	333°55'20"	26.73
2	159°58'30"	25.715	17	56°13'30"	66.435
3	158°25'00"	25.3	18	279°36'40"	51.235
4	160°45'00"	25.29	19	187°10'20"	7.469
5	163°24'00"	25.29	20	187°10'20"	20.081
6	165°53'30"	25.29	21	159°50'00"	19.5
7	168°22'40"	25.29	22	351°16'50"	23.5
8	170°52'00"	25.29	23	62°50'10"	23.5
9	173°21'30"	25.29	24	85°28'30"	21.39
10	175°48'50"	25.29	25	16°11'50"	12.5
11	177°06'00"	50.135	26	59°23'00"	19.97
12	185°23'00"	20.145	27	82°16'10"	22.285
13	202°46'00"	47.271	28	90°00'00"	58
14	209°29'50"	75.035	29	110°20'50"	22.635
15	344°28'20"	73.095			

NO	BEARING	CHORD	NO	BEARING	CHORD
30	142°20'40"	185.145			
31	159°08'00"	127.725			
32	123°51'20"	30.52			
33	199°29'40"	26.065			
34	139°00'00"	45			
35	105°49'00"	65.09			
36	104°16'50"	25.545			
37	81°12'20"	29.49			
38	79°21'40"	43.93			

(P) LAND EXCLUDES MINERALS - SEC171
 CROWN LANDS ACT 1989
 - LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN BENEFITS
 - BENEFITED BY EASEMENT FOR ACCESS AND DRAINAGE AND WATER MANAGEMENT - VIDE - RESERVATIONS ON THE USE OF LAND - VIDE DP 2650225 AND DP 607013
 - POSITIVE COVENANT - VIDE DP 2650225



U.S.G. COORDINATES					
MARK	EASTING	NORTHING	ZONE	ALC	
TS 5287 BELROSE (P)	720 197.488	1 267 675.071	56/1	2	
TS 1100 BOUNDARY (P)	118 743.317	1 268 793.697	56/1	2	
S.S.N. 35736	119 843.775	1 268 993.793	56/1	2	

U.S.G. COORDINATES		SCALE FACTOR 0.99992	
DATE	JULY 1996	SCALE FACTOR	0.99992
10	20	30	40
50	60	70	80
90	100	110	120
130	140	150	160
170	180	190	200
240	250	260	270
280	290	300	310
340	350	360	370
380	390		

OFFICE USE ONLY

DP 852750

Registered: 19-9-1995

C.A.N. 9647 OF 1-9-1995

The System: TORENS

Purpose: SUBDIVISION

Ref. Map: U1867-7*

Last Plan: D.P. 850225

PLAN SUBDIVISION OF LOT 10 IN DP 850225

Lengths are in meters. Reduction Ratio 1:400

LOCAL: MARRINGAH

LOCALITY: BELROSE

PARISH: MARRABENG & MANNING COVE

COUNTY: CUMBERLAND

This is sheet 1 of my plan in sheet of map.

L. ANTHONY MICHAEL ATKINS
 of ROSE ATKINS & ASSOC PTY LTD
 140 SIMONS ROAD, BLACKDOWN
 a notary appointed under the Notaries Act 1984. Any
 entry into a register maintained by him shall be prima facie
 valid and he is authorized to take the oaths of office and
 to sign and seal his certificates of appointment. His
 office and seal are kept at 140 Simons Road, Blackdown.
 LOT 85 COMPLETED

Drawn by: S. Y. L. S. G.
 Plan used in preparation of subdivisions:
 DP 64887 DP 72730 DP 21089 DP 100835
 DP 607013 DP 81214 DP 82271
 DP 84642

PARCEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage easements, easements on the use of land or positive easements. IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. EASEMENT TO DRAIN WATER 2 WIDE
3. RESTRICTION ON THE USE OF THE LAND
4. RESTRICTION ON THE USE OF THE LAND
5. EASEMENT TO DRAIN WATER 2 WIDE
6. POSITIVE COVENANT
7. RESTRICTION ON THE USE OF THE LAND
8. EASEMENT TO DRAIN WATER 2 WIDE
9. RESTRICTION ON THE USE OF THE LAND
10. EASEMENT FOR SEWERAGE PURPOSES 4 WIDE
11. POSITIVE COVENANT
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF THE LAND
14. EASEMENT FOR SUPPORT VARIABLE WIDTH
15. RESTRICTION ON THE USE OF THE LAND
16. RIGHT OF CARPENTRY 8 WIDE
17. RESTRICTION ON THE USE OF THE LAND

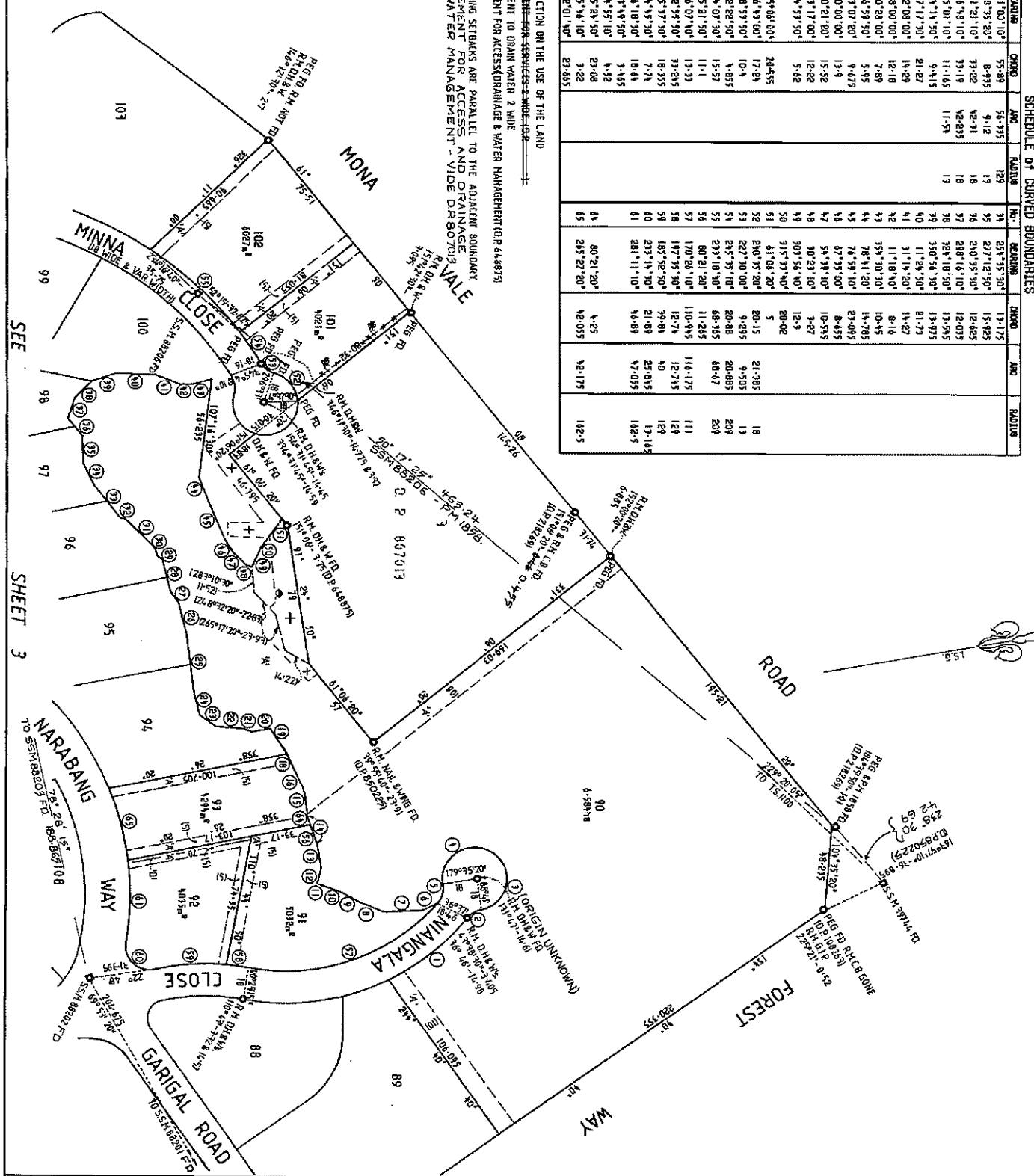
Signature of the occupier/agent
 Authorized Person

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	331°02'10"	55.88	56.735	129	34	85°45'30"	13.175	15.425	188.5
2	330°35'30"	8.935	9.12	13	35	82°12'50"	12.825	12.825	188.5
3	291°21'10"	33.22	32.91	18	36	230°55'30"	12.035	12.035	188.5
4	156°48'10"	33.19	32.835	18	37	280°18'10"	13.545	13.545	188.5
5	115°01'10"	33.19	11.65	17	38	281°18'50"	13.975	13.975	188.5
6	184°14'50"	9.415	11.57	17	39	350°56'30"	13.975	13.975	188.5
7	187°17'30"	21.82	21.82	14	40	11°24'50"	11.827	11.827	188.5
8	32°08'00"	14.28	14.28	41	41	31°14'20"	14.827	14.827	188.5
9	38°50'00"	12.18	7.88	42	42	11°18'40"	10.44	10.44	188.5
10	30°38'00"	7.88	5.45	43	43	35°30'30"	14.785	14.785	188.5
11	26°59'50"	5.45	3.45	44	44	78°41'20"	14.785	14.785	188.5
12	119°07'20"	9.475	9.475	45	45	76°59'10"	23.085	23.085	188.5
13	90°30'00"	13.94	13.94	46	46	67°35'00"	8.455	8.455	188.5
14	280°21'20"	12.82	12.82	47	47	54°39'10"	10.555	10.555	188.5
15	93°17'00"	12.82	5.42	48	48	30°23'10"	3.27	3.27	188.5
16	81°37'50"	5.42	3.22	49	49	303°54'40"	12.3	12.3	188.5
17	249°06'00"	28.555	28.555	50	50	315°33'40"	20.02	20.02	188.5
18	216°43'00"	17.24	17.24	51	51	61°02'20"	5	5	188.5
19	178°59'50"	10.4	10.4	52	52	210°35'20"	20.15	20.15	188.5
20	212°22'50"	14.835	14.835	53	53	227°10'00"	9.895	9.895	188.5
21	184°07'30"	15.57	15.57	54	54	85°35'10"	20.885	20.885	188.5
22	285°21'50"	11.1	11.1	55	55	231°18'40"	48.365	48.365	188.5
23	285°21'50"	19.93	19.93	56	56	80°21'20"	11.285	11.285	188.5
24	282°55'30"	31.245	31.245	57	57	170°28'10"	110.915	110.915	188.5
25	282°55'30"	18.935	18.935	58	58	187°35'30"	12.74	12.74	188.5
26	284°18'30"	7.74	7.74	59	59	185°52'50"	99.81	99.81	188.5
27	284°18'30"	10.44	10.44	60	60	231°14'30"	21.88	21.88	188.5
28	223°48'50"	3.445	3.445	61	61	281°11'10"	44.88	44.88	188.5
29	284°18'30"	14.82	14.82	62	62	182°5	182.5	182.5	188.5
30	284°18'30"	23.408	23.408	63	63				
31	205°34'10"	3.22	3.22	64	64				
32	282°01'40"	23.465	23.465	65	65				

RESTRICTION ON THE USE OF THE LAND
 FOR SERVICES - WIDE OPEN
 EASEMENT TO DRAIN WATER 2 WIDE
 EASEMENT FOR ACCESS/DRAINAGE & WATER MANAGEMENT (R.P. 644875)
 THE BUILDING SETBACKS ARE PARALLEL TO THE ADJACENT BOUNDARY
 EASEMENT FOR ACCESS AND DRAINAGE
 AND WATER MANAGEMENT - WIDE OPEN



Plan Drawing only to appear in this space

SHEET 3

DP 852750

Registered: 13-9-1994

This is sheet 2 of 4 of the plan 4, dated 8TH AUGUST, 1995

A. Oat

Survey or registered under Survey Act 1899

This is sheet 2 of 4 of the plan 4, dated 8TH AUGUST, 1995

1ST September, 1995

For use where space is insufficient on any panel on Plan Form 2

Quantity Surveyor

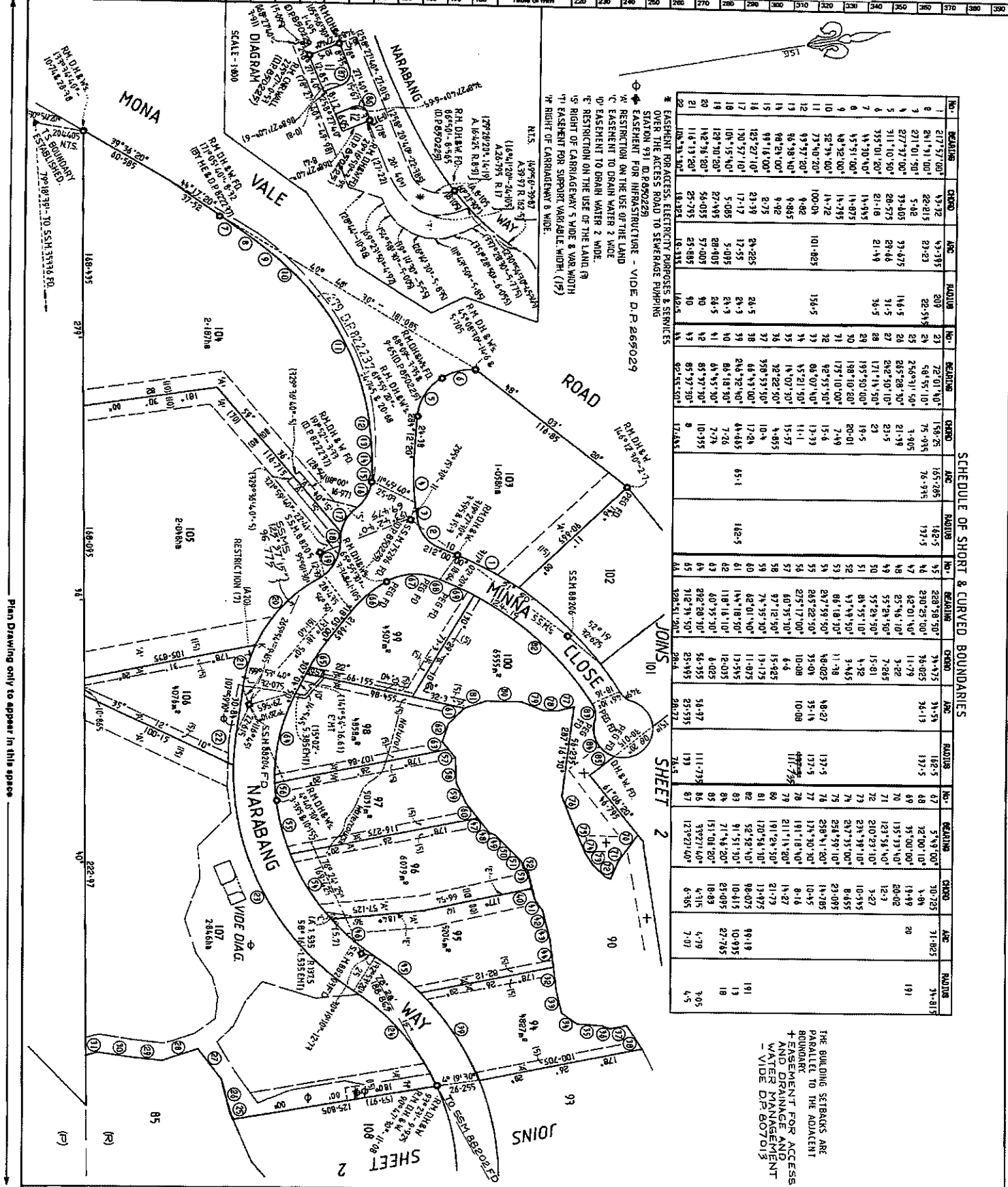
Reduction Ratio 1:1500

SURVEYOR'S REFERENCE: 46 / 113

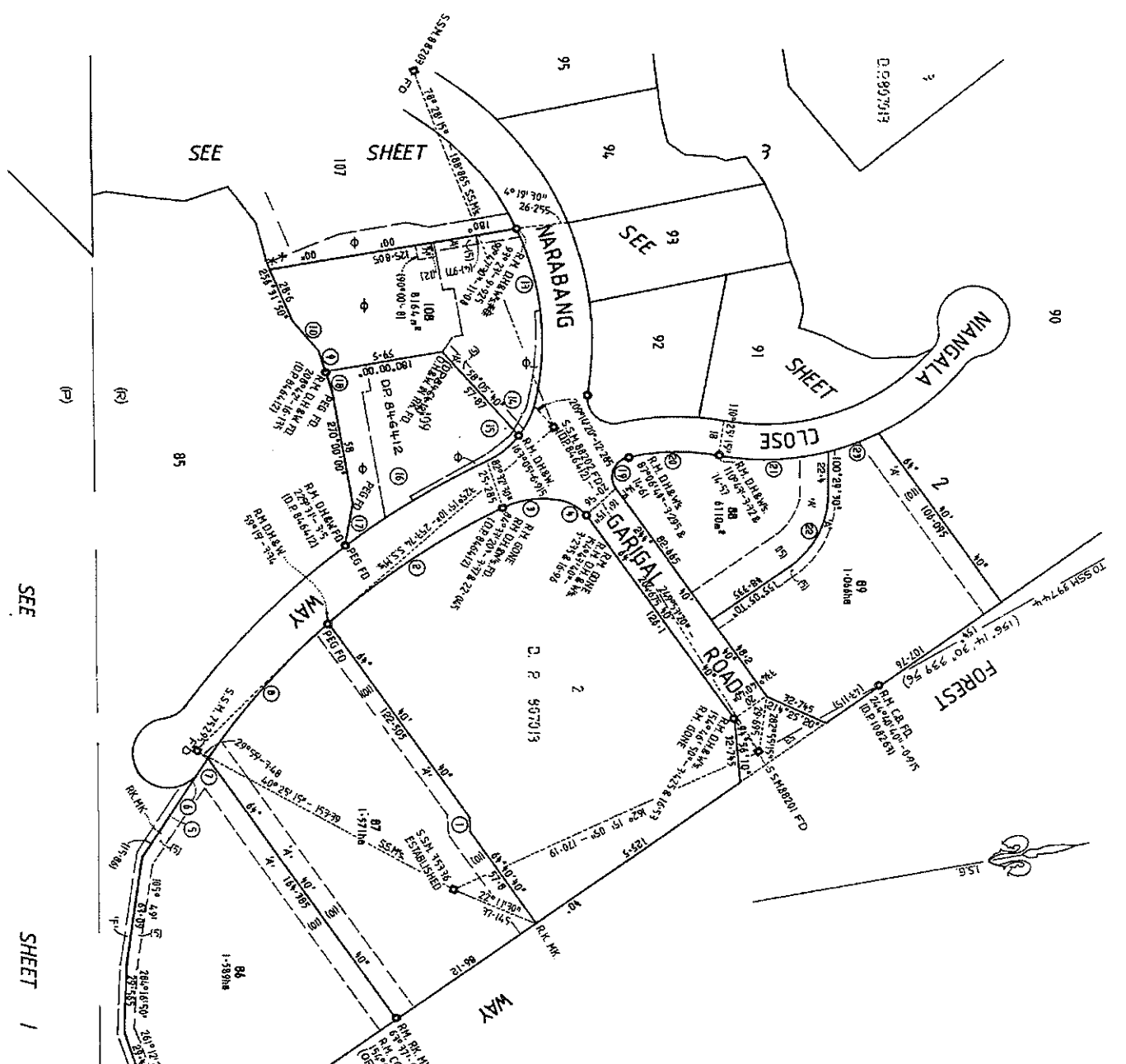
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	217°51'00"	13.32	53°39'	200	23	72°01'30"	150.23	167.205	182.5	45	228°58'30"	71.975	71.975	102.5
2	211°31'00"	22.813	23°23'	240	24	50°55'10"	75.994	76.994	172.5	46	240°25'00"	31.55	31.55	137.5
3	217°01'30"	23.405	33°03'	240	25	50°55'10"	1.905	1.905	48.01	47	82°01'30"	1.179	1.179	1.949
4	217°01'30"	33.405	33°03'	160.5	26	285°28'30"	21.99	21.99	82°46'10"	48	82°46'10"	3.382	3.382	135.73
5	311°10'50"	28.775	28°44'	315.5	27	282°50'10"	23.5	23.5	55°28'30"	75.665	75.665	102.25		
6	319°01'20"	21.18	21°49'	36.5	28	171°18'30"	50	50	55°28'30"	15.81	15.81	12.3		
7	11°30'00"	13.935	14°35'	88	29	189°50'00"	19.5	19.5	84°59'10"	4.38	4.38	210.25		
8	145°01'00"	13.935	14°35'	30	30	189°50'00"	19.5	19.5	84°59'10"	4.38	4.38	210.25		
9	145°01'00"	15.785	15°38'	30	31	189°50'00"	20.01	20.01	84°59'10"	4.645	4.645	210.25		
10	29°36'00"	15.785	15°38'	30	32	175°10'30"	7.49	7.49	68°18'30"	3.465	3.465	10.395		
11	29°36'00"	17.2	17°42'	32	33	86°07'30"	13.39	13.39	247°59'30"	11.78	11.78	258.79		
12	99°57'20"	4.882	9°57'	33	34	86°07'30"	13.39	13.39	247°59'30"	11.78	11.78	258.79		
13	99°57'20"	9.885	9°57'	33	35	145°18'30"	4.465	4.465	82°52'30"	95.08	95.08	137.5		
14	99°57'20"	9.885	9°57'	35	36	145°18'30"	4.465	4.465	82°52'30"	95.08	95.08	137.5		
15	99°57'20"	9.885	9°57'	35	37	145°18'30"	4.465	4.465	82°52'30"	95.08	95.08	137.5		
16	182°22'10"	23.99	24°25'	38	38	68°45'30"	10.4	10.4	40°38'30"	6.6	6.6	211.18		
17	182°22'10"	23.99	24°25'	38	39	68°45'30"	10.4	10.4	40°38'30"	6.6	6.6	211.18		
18	182°22'10"	23.99	24°25'	38	40	68°45'30"	10.4	10.4	40°38'30"	6.6	6.6	211.18		
19	108°15'40"	5.085	8°13'	39	41	88°18'30"	7.26	7.26	118°12'10"	12.035	12.035	151.04		
20	128°50'20"	27.995	28°40'	41	42	88°18'30"	7.26	7.26	118°12'10"	12.035	12.035	151.04		
21	142°38'20"	58.035	57°00'	42	43	182°22'10"	10.455	10.455	42°28'30"	58.955	58.955	392.74		
22	142°38'20"	23.795	23°23'	43	44	182°22'10"	10.455	10.455	42°28'30"	58.955	58.955	392.74		
23	142°38'20"	23.795	23°23'	43	45	182°22'10"	10.455	10.455	42°28'30"	58.955	58.955	392.74		
24	142°38'20"	23.795	23°23'	43	46	182°22'10"	10.455	10.455	42°28'30"	58.955	58.955	392.74		

- RESTRICTION ON THE USE OF THE LAND
- EASEMENT TO DRAIN WATER 2 WIDE
- RESTRICTION ON THE USE OF THE LAND
- EASEMENT FOR INFRASTRUCTURE - VIDE D.P. 269029 OVER THE ACCESS ROAD TO SEWERAGE PUMPING STATION 931 D.P. 269029
- EASEMENT FOR INFRASTRUCTURE - VIDE D.P. 269029 OVER THE ACCESS ROAD TO SEWERAGE PUMPING STATION 931 D.P. 269029
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- RESTRICTION ON THE USE OF THE LAND
- EASEMENT FOR INFRASTRUCTURE - VIDE D.P. 269029 OVER THE ACCESS ROAD TO SEWERAGE PUMPING STATION 931 D.P. 269029
- EASEMENT FOR INFRASTRUCTURE - VIDE D.P. 269029 OVER THE ACCESS ROAD TO SEWERAGE PUMPING STATION 931 D.P. 269029



Registered: DP 852750 Drawn: BH GUNASEKERA Date: 08/12/1995 Checked: A. A. All	This sheet is a subdivision of 4 hectares under Certificate No. 9647 of the Department of Land & Survey, 1st September 1985. Survey registered under Division Act 1929. The Building Setbacks are Parallel to the Adjacent Boundary for Access and Drainage and Water Management - vide D.P. 807013.
Reduction Ratio: 1:500 Surveyors Reference: LG/113	For use where space is insufficient in any panel on Plan Form 2.



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	98°42'10"	6.93	106.19	387.5
2	33°51'00"	105.86	28.74	46.925
3	1°26'10"	28.205	18.18	21.5
4	41°55'10"	18.18	18.455	21.5
5	13°00'00"	6.285	6.385	18
6	83°40'00"	6.285	6.455	387.5
7	313°34'10"	42.57	92.795	387.5
8	321°08'10"	11.1	11.1	387.5
9	282°14'10"	19.97	19.97	387.5
10	237°23'00"	19.97	19.97	387.5
11	93°58'20"	89.49	91.15	137.5
12	125°20'10"	18.43	19.58	45.91
13	150°54'40"	20.22	20.905	45.91
14	138°22'40"	84.285	84.41	412.5
15	282°14'10"	28.495	28.495	10.39
16	282°14'10"	11.1	11.1	10.39
17	300°50'40"	17.28	45.98	189
18	282°14'10"	11.1	11.1	45
19	300°50'40"	45.085	45.15	189
20	8°42'10"	55.705	56.15	189
21	7°57'10"	55.705	56.15	189
22	127°47'20"	11.875	12.95	45
23	319°29'50"	24.8	24.95	128

⊕ EASEMENT FOR INFRASTRUCTURE - VIDE DP 265029
 ✕ RESTRICTION ON THE USE OF THE LAND
 ✕ RESTRICTION FOR TEMPORARY PURPOSES & WIDE
 ✕ RIGHT OF EMBANKMENT & WIDE
 THE BUILDING SETBACKS ARE PARALLEL
 TO THE ADJACENT BOUNDARY

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 852750

Registered: 18/9/1995
 This is a plan of subdivision of land under the Land Act 1934
 dated 8 TH AUGUST 1995
 A. Ait
 This is a plan of subdivision of land under the Land Act 1934
 dated 18 TH SEPTEMBER 1995
 Singapore registered under Survey Act 1980

For use where shown or indicated in any plan on Form 2
 Approved by the Surveyor General

Reduction Ratio: 1:1500
 SURVEYOR'S REFERENCE: 4.6/113

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 1 of 25 Sheets

Plan: DP **DP 852750**

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 10|850225

PART 1

Full name and address of
Proprietor of the Land:

Dainford Limited (receiver and manager
and official liquidator appointed)
ACN 000 788 436.

Mortgagee in possession in
respect of Land

Esanda Finance Corporation
Limited, ACN 004 346 043
112-116 Miller Street,
North Sydney.

1. Identity of Positive Covenant
Firstly referred to in
abovementioned Plan:

Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Authority Benefited

Lot 88
Lot 89

Warringah Council

2. Identity of Easement Secondly
referred to in abovementioned Plan:

Easement to drain water 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Lot(s) Benefited

Lot 92

Lot 91

3. Identity of Restriction Thirdly
referred to in abovementioned Plan:

Restrictions on the use of the land

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Authority Benefited

Lot 95, 96

Warringah Council



WARRINGAH COUNCIL


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

All lengths are in metres

Sheet 2 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

4. Identity of Restriction Fourthly referred to in abovementioned Plan: Restriction on the use of the land

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lot(s) Burdened:</u>	<u>Authority Benefited</u>
Lot 97, 98	Warringah Council

5. Identity of Easement Fifthly referred to in abovementioned Plan: Easement to drain water 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lot(s) Burdened</u>	<u>Lot(s) Benefited</u>
Lot 98 Lot 99	Lot 100, 99 Lot 100

6. Identity of Positive Covenant Sixthly referred to in abovementioned Plan: Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

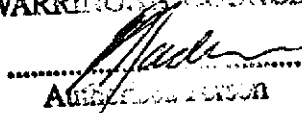
<u>Lot(s) Burdened</u>	<u>Authority Benefited</u>
Lot 104, 105	Warringah Council

7. Identity of Restriction Seventhly referred to in abovementioned Plan: Restriction on the use of the land

SCHEDULE OF LOTS ETC. AFFECTED

<u>Lot(s) Burdened:</u>	<u>Authority Benefited</u>
Lot 106	Warringah Council

WARRENDAH COUNCIL


AUBREY L. GIBSON

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 3 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/05
Plan of land contained in Certificate of
Title Folio Identifier 101650225

8. Identity of Easement Eighthly referred to in abovementioned Plan: Easement to drain water 2 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Lot(s) Benefited

Lot 96

Lot 95

9. Identity of Restriction Ninthly referred to in abovementioned Plan: Restriction on the use of the land

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Each lot

Every other lot

10. Identity of Easement Tenthly referred to in abovementioned Plan: Easement for sewerage purposes 4 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Lot(s) Benefited

Lot 85

Sydney Water Corporation Limited
ACN 063 279 649

11. Identity of Positive Covenant Eleventhly referred to in abovementioned Plan: Positive Covenant

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Authority Benefited

Lot 104, 105

Warringah Council

12. Identity of Positive Covenant Twelfthly referred to in abovementioned Plan: Positive Covenant

WARRENH... COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 4 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened

Authority Benefited

Lot 85

Warringah Council

13. Identity of Restriction
Thirteenthly referred to in
abovementioned Plan:

Restriction on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Each lot

Every other lot

14. Identity of Easement
Fourteenthly referred to in
abovementioned Plan:

Easement for support variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 107

Lots 11 and 12 in Deposited Plan 850225

15. Identity of Right of Carriageway
Fifteenthly referred to in
abovementioned Plan:

Right of carriageway 5 wide and
variable width

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 104
Lot 105

Lot 105
Lot 104

16. Identity of Right of
Carriageway Sixteenthly referred
to in abovementioned Plan:

Right of Carriageway 8 wide

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

All lengths are in metres

Sheet 5 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 10/850225

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Lot(s) Benefited

Lot 107
Lot 108

Lot 108
Lot 107

17. Identity of Restriction
Seventeenthly referred to in
abovementioned Plan:

Restriction on the use of the land

SCHEDULE OF LOTS ETC. AFFECTED

Lot(s) Burdened:

Authority Benefited

Lot 104
Lot 105

Warringah Council
Warringah Council

PART 2

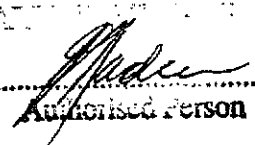
1. Terms of Positive Covenant Firstly referred to in abovementioned Plan

The registered proprietor from time to time of the Lot Burdened ("proprietor") hereby covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 (as amended) that the proprietor shall, at its cost:

- (a) design and construct a drainage system to drain water from the natural depression located within Lot Burdened in accordance with the requirements of Warringah Council and any other relevant authority;
- (b) register or procure the registration of such easements or covenants with the Registrar General against the title to the Lot Burdened and the title to any lot which shall have the benefit of such easements or covenants as may be required by Warringah Council and any other relevant authority; and
- (c) maintain, repair and replace the drainage system constructed pursuant to paragraph (a) in accordance with the requirements of Warringah Council and any other relevant authority.

2. Terms of Easement to drain water 2 wide Secondly referred to in abovementioned Plan

Easement to drain water within the meaning of Part III of Schedule VIII of the Conveyancing Act, 1919 (as amended).

WARRINGAH COUNCIL

Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

All lengths are in metres

Sheet 6 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101650225

3. Terms of Restriction on the use of the Land Thirdly referred to in
abovementioned Plan

1 There shall not, at any time, be any Development on or in respect of the
Lot Burdened within 10 metres from the boundary between each Lot
Burdened identified in the abovementioned Plan.

2 In this restriction, unless inconsistent with the context;

"Development" means, in relation to the Lot Burdened:

- (a) the erection of a building, structure or improvement on, in, over
or under the Lot Burdened;
- (b) the carrying out of a work on, in, over or under the Lot Burdened;
- (c) the use of the Lot Burdened or of a building, structure, work or
improvement on, in, over or under the Lot Burdened; and
- (d) the subdivision of the Lot Burdened;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but
is not limited to, a reference to the building or rebuilding of, the
making of alterations or renovations to, the repair or
maintenance of, or the enlargement or extension of, a building,
structure or improvement or the placing or relocating of a
building, structure or improvement on, in, over or under the Lot
Burdened;
- (b) the carrying out of a work is a reference to any physical activity
in relation to the Lot Burdened and includes, but is not limited
to, a reference to the building or rebuilding of, the making of
alterations or renovations to, the repair or maintenance of, or
the enlargement or extension of, a work, or the demolition or
removal of any building, structure, improvement or work on, in,
over or under the Lot Burdened;
- (c) the subdivision of the Lot Burdened is a reference to:
 - (i) (without limiting the following provisions of this
paragraph) the subdivision of land within the meaning of
Part XII of the Local Government Act 1919 (as amended);

WARREN COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 7 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

- (ii) any other division of the Lot Burdened into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
- (iii) the redivision of the Lot Burdened, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

4. Terms of Restriction on the use of the land Fourthly referred to in abovementioned Plan

1 No Development shall on or in respect of the Lot Burdened shall occur or be permitted to occur unless that Development makes provision to the satisfaction of Warringah Council and any other relevant authority in relation to potential water flows during a storm with a recurrence interval of 1 in 100 years in the natural depression/watercourse identified in the abovementioned Plan.

2 In this restriction, unless inconsistent with the context;

"Development" means, in relation to the Lot Burdened:

- (a) the erection of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work on, in, over or under the Lot Burdened;
- (c) the use of the lot burdened or of a building, structure, work or improvement on, in, over or under the Lot Burdened; and
- (d) the subdivision of the Lot Burdened;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Lot Burdened;

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

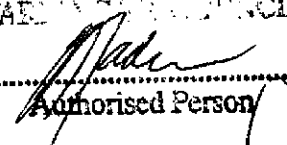

All lengths are in metres

Sheet 8 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 19/9/95
Plan of land contained in Certificate of
Title Folio Identifier 10/850225

- (b) the carrying out of a work is a reference to any physical activity in relation to the Lot Burdened and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Lot Burdened;
- (c) the subdivision of the Lot Burdened is a reference to:
- (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of Part XII of the Local Government Act 1919 (as amended);
 - (ii) any other division of the Lot Burdened into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Lot Burdened, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;
5. Terms of Easement to drain water 2 wide Fifthly referred to in abovementioned Plan
- Easement to drain water within the meaning of Part III of Schedule VIII of the Conveyancing Act, 1919 (as amended)
6. Terms of Positive Covenant Sixthly referred to in abovementioned Plan
- The registered proprietor from time to time of the Lot Burdened ("proprietor") hereby covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 (as amended) that the proprietor shall, at its own cost:
- (a) design and construct a common driveway access to service the Lot Burdened in accordance with the requirements of Warringah Council and any other relevant authority;
 - (b) register or procure the registration of such easements, covenants or rights of carriageway with the Registrar General against the title to the Lot Burdened and the title to any lot which shall have the benefit of such

WARRINGAH COUNCIL

.....
Authorised Person


**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(AS AMENDED)**

All lengths are in metres

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Plan: DP 852750

Subdivision covered by Council Clerk's
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Plan of land contained in Certificate of
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easements, covenants or rights of carriageway as may be required by Warringah Council and any other relevant authority for the purposes of the construction and maintenance of the common driveway access; and

- (c) maintain, repair and replace the common driveway access in accordance with the requirements of Warringah Council and any other relevant authority.

- 7. Terms of Restriction on the use of the land Seventhly referred to in abovementioned Plan

Vehicular access to the Lot burdened shall be confined to that part of the boundary of the Lot Burdened between "K" and "J" identified on the abovementioned Plan.

- 8. Terms of Easement to drain water 2 wide Eighthly referred to in abovementioned Plan

Easement to drain water within the meaning of Part III of Schedule VIII of the Conveyancing Act 1919, (as amended).

- 9. Terms of Restriction on the use of the land Ninthly referred to in abovementioned Plan

No building shall be erected or permitted to remain erected on each Lot Burdened within the setbacks from the boundaries of the Lot Burdened shown as "A" on the abovementioned Plan.

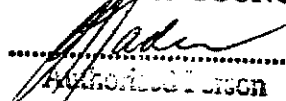
- 10. Terms of Easement for sewerage purposes 4 wide Tenthly referred to in abovementioned Plan

An easement for sewerage purposes in the terms set out in Memorandum No. X342179 filed in the Land Titles Office on behalf of the Water Board, now Sydney Water Corporation Limited ACN 063 279 649, and amended as follows:

 - 1 New clauses 1(c)(v), 1(c)(vi) and 1(d) are inserted in the following terms:
 - "1 (c)(v) plant or allow to be planted in, on, within or upon the said land any trees, shrubs or plants

 - 1 (c)(vi) install or lay or allow to be installed or laid in, over, on or under the said land any services above or below ground including without limitation electrical, telecommunications, gas, water, wastewater and stormwater pipes, conduits, cables, ducts and the like

WARINGAH COUNCIL


.....
Council Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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Plan: DP 852750

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- 1 (d) THAT where the Transferee has granted approval pursuant to clause 1(c) herein the Transferor will, pursuant to Section 88E of the Conveyancing Act 1919:
- (i) bear all risk of and responsibility for any damage to the works resulting or arising from anything done pursuant to, or in breach of, that approval; and
 - (ii) bear all risk of and responsibility for any damage however caused, to any property (real or personal) located within the said land pursuant to or in breach of that approval."

- 2 After the word "AND" when first appearing in the first line on page 3 "except as provided in clause 1(c)" shall be inserted and after the words "AND DECLARED that" in the seventh line on page 3 the words "nothing hereincontained shall" shall be deleted and the words "except as provided in clause 1(c) herein these provisions shall not" shall be inserted in their place.

For the purposes of this Instrument, references within Memorandum No. X342179 to the "Transferee" shall be taken to be references to the Authority hereby benefited, references to the "Transferor" shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND references to "the said land" shall be taken as references to the site of the subject easement hereby created AND FURTHER the use of the word "transferred" in that Memorandum, shall mean the easement or rights granted or transferred herein, from the Registered Proprietor of the land burdened to the Authority hereby benefited and by virtue of and pursuant to the Water Board (Corporatisation) Act 1994:

- (a) Sydney Water Corporation Limited ACN 063 279 649 is the continuation of, and the same legal entity as the Water Board; and
- (b) the rights of easement set out in Memorandum X342179 are by virtue of this Instrument created in favour of Sydney Water Corporation Limited ACN 063 279 649; and
- (c) a reference to Memorandum No. X342179 to:

* The "Water Board" is to be read as a reference to "Sydney Water Corporation Limited ACN 063 279 649; and

WARRINGAH COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(AS AMENDED)**

All lengths are in metres

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Plan: DP 852750

Subdivision covered by Council Clerk's
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- * The "Water Board Act 1987" or a provision thereof is to be read respectively as a reference to the "Water Board (Corporatisation) Act 1994" or the corresponding provision (if any), of the Water Board (Corporatisation) Act 1994.

11 Terms of Positive Covenant Eleventhly referred to in abovementioned Plan

1 The Registered Proprietor hereby covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 (as amended) that the Registered Proprietor shall, at its cost:

- (a) prior to any Development occurring on the Lot Burdened, design and construct a common drainage system (which includes stormwater detention and water quality control) to service both Lots Burdened in accordance with the requirements of the Planning Documents, the Master Scheme, Warringah Council and any other relevant authority;
- (b) register or procure the registration of such easements and covenants with the Registrar General against the title to the Lot Burdened and the title to any lot which shall have the benefit of such easements or covenants as may be required by Warringah Council and any other relevant authority or pursuant to the Planning Documents or the Master Scheme; and
- (c) maintain, repair and replace the common drainage system in accordance with the requirements of pursuant to the Planning Documents, the Master Scheme, Warringah Council and any other relevant authority.

2 In this Positive Covenant, unless inconsistent with the context

"Registered Proprietor" means the registered proprietor for the time being of the Lot Burdened and includes that party's successors and assigns;

"Development" means, in relation to the Lot Burdened:

- (a) the erection of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work on, in, over or under the Lot Burdened;

WARRINGAH COUNCIL


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

All lengths are in metres

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Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 19/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

- (c) the use of the Lot Burdened or of a building, structure, work or improvement on, in, over or under the Lot Burdened; and
- (d) the subdivision of the Lot Burdened;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work is a reference to any physical activity in relation to the Lot Burdened and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Lot Burdened;
- (c) the subdivision of the Lot Burdened is a reference to:
 - (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of Part XII of the Local Government Act 1919 (as amended);
 - (ii) any other division of the Lot Burdened into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Lot Burdened, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

"Master Scheme" means any scheme of development for the Lot Burdened as determined by or adopted by ICPM, Warringah Council and any relevant authority from time to time incorporating, but not limited to, the Planning Documents, the Memorandum and Articles, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Lot

WARRINGAH COUNCIL


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(AS AMENDED)

All lengths are in metres

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Plan: DP ~~852750~~

Subdivision covered by Council Clerk's
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Title Folio Identifier C/850225

Burdened, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Lot Burdened and its management and administration (including but not limited to the Board of Directors of ICPM and the Panel and their respective controls, reviews and procedures) and all arrangements and agreements with Warringah Council, all as varied, amended or substituted from time to time;

"ICPM" means International Corporate Park Management Pty Limited ACN 050 065 695 or such other company as may from time to time be vested with responsibilities and rights to control the development management and operation of Austlink Corporate Park in accordance with any Master Scheme and to co-ordinate the rights and obligations of owners of lots in the Austlink Corporate Park;

"Board" means the Board of Directors of ICPM duly constituted from time to time.

"Planning Documents" means SREP-15, all other relevant Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW) and all relevant Deemed Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW), all draft Environmental Planning Instruments, Development Control Plans, any Development Guidelines and all other planning policies, plans, instruments, affectations, documents or directives issued by Warringah Council or any relevant authority (including without limiting the generality thereof ICPM) in respect of or in relation to Austlink Corporate Park;

"Memorandum and Articles" means the Memorandum and Articles of Association of ICPM including but not limited to all by-laws and regulations created pursuant or incidental to such Memorandum and Articles of Association;

"SREP-15" means Sydney Regional Environmental Plan No. 15 (Terrey Hills) of the Council dated 13 June 1989 as that Plan may have been and may from time to time be varied, amended, modified, qualified or replaced by any other Planning Documents.

12 Terms of Positive Covenant Twelfthly referred to in abovementioned Plan

1 The Registered Proprietor hereby covenants with Warringah Council pursuant to Section 88E of the Conveyancing Act 1919 (as amended) that the Registered Proprietor shall, at its cost:

- (a) prior to any Development occurring on the Lot Burdened design and construct an integrated stormwater drainage system (which

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Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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(AS AMENDED)**

All lengths are in metres

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Plan: DP ~~852750~~

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Plan of land contained in Certificate of
Title Folio Identifier 121850225

includes stormwater detention and water quality control) to service the Lot Burdened in accordance with the requirements of the Planning Documents, the Master Scheme, Warringah Council and any other relevant authority;

- (b) register or procure the registration of such easements and covenants with the Registrar General against the title to the Lot Burdened and the title to any Lot which shall have the benefit of such easements or covenants as may be required by Warringah Council and any other relevant authority or pursuant to the Planning Documents or the Master Scheme; and
- (c) maintain, repair and replace the drainage system in accordance with the requirements of Warringah Council or any other relevant authority and pursuant to the Planning Documents or the Master Scheme.

2 In this Positive Covenant, unless inconsistent with the context

"Registered Proprietor" means the registered proprietor for the time being of the Lot Burdened and includes that party's successors and assigns;

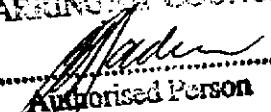
"Development" means, in relation to the Lot Burdened:

- (a) the erection of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work on, in, over or under the Lot Burdened;
- (c) the use of the Lot Burdened or of a building, structure, work or improvement on, in, over or under the Lot Burdened; and
- (d) the subdivision of the Lot Burdened;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Lot Burdened;

WARRINGAH COUNCIL


.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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All lengths are in metres

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Plan: DP ~~852750~~

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- (b) the carrying out of a work is a reference to any physical activity in relation to the Lot Burdened and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Lot Burdened;
- (c) the subdivision of the Lot Burdened is a reference to:
- (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of Part XII of the Local Government Act 1919 (as amended);
 - (ii) any other division of the Lot Burdened into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Lot Burdened, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

"Master Scheme" means any scheme of development for the Lot Burdened as determined by or adopted by ICPM, Warringah Council and any relevant authority from time to time incorporating, but not limited to, the Planning Documents, the Memorandum and Articles, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Lot Burdened, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Lot Burdened and its management and administration (including but not limited to the Board of Directors of ICPM and the Panel and their respective controls, reviews and procedures) and all arrangements and agreements with Warringah Council, all as varied, amended or substituted from time to time;

"ICPM" means International Corporate Park Management Pty Limited ACN 050 065 695 or such other company as may from time to time be vested with responsibilities and rights to control the development management and operation of Austlink Corporate Park in accordance with any Master Scheme and to co-ordinate the rights and obligations of owners of lots in the Austlink Corporate Park;

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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All lengths are in metres

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Plan: DP 852750

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Plan of land contained in Certificate of
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"Board" means the Board of Directors of ICPM duly constituted from time to time.

"Planning Documents" means SREP-15, all other relevant Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW) and all relevant Deemed Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW), all draft Environmental Planning Instruments, Development Control Plans, any Development Guidelines and all other planning policies, plans, instruments, affectations, documents or directives issued by Warringah Council or any relevant authority (including without limiting the generality thereof ICPM) in respect of or in relation to Austlink Corporate Park;

"Memorandum and Articles" means the Memorandum and Articles of Association of ICPM including but not limited to all by-laws and regulations created pursuant or incidental to such Memorandum and Articles of Association;

"SREP-15" means Sydney Regional Environmental Plan No. 15 (Terrey Hills) of the Council dated 13 June 1989 as that Plan may have been and may from time to time be varied, amended, modified, qualified or replaced by any other Planning Documents.


13. Terms of Restriction on the use of the land Thirteenthly referred to in abovementioned Plan

1. There shall not, at any time, be any Development on or in respect of the Lot Burdened, unless:
 - (a) that Development is in accordance with, conforms to and does not in any way contravene the Master Scheme or any applicable Development Guidelines; and
 - (b) the registered proprietor of the Lot Burdened, at any time, is a Financial Member of ICPM; and
 - (c) the Panel (if any has been appointed by ICPM pursuant to the Memorandum and Articles) or the Board of Directors of ICPM has given its prior consent in writing to such Development, except where the Panel or ICPM gives a notice in writing to the effect that the consent of the Panel is not required to that Development.

2. In these restrictions, unless inconsistent with the context:

"Austlink Corporate Park" means the Lot Burdened or such part of the Lot Burdened or addition to the Lot Burdened together with the land

WARRINGAH COUNCIL


.....
Authorised Clerk



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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Subdivision covered by Council Clerk's
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comprised in Certificates of Title Folio Identifiers 2/807013, 3/807013, 279/822237, 109/846412/, 11/850225 and 12/850225 as may from time to time be administered pursuant to or under any Master Scheme;

"**Authority**" means any Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise including but not limited to the Council, the Board or the Panel (if any has been appointed by ICPM pursuant to the Memorandum and Articles of Association) in so far as it has a capacity, right or obligation as an approving authority pursuant to any of the Planning Documents or under any Master Scheme and any relevant court or tribunal having and exercising the appropriate jurisdiction;

"**Board**" means the Board of Directors of ICPM duly constituted from time to time.

"**Council**" means the Warringah Council;

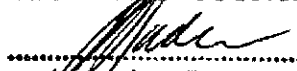
"**Development**" means, in relation to the Lot Burdened:

- (a) the erection of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work on, in, over or under the Lot Burdened;
- (c) the use of the Lot Burdened or of a building, structure, work or improvement on, in, over or under the Lot Burdened; and
- (d) the subdivision of the Lot Burdened;

A reference in this definition of "Development" to:

- (a) the erection of a building, structure or improvement includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or the enlargement or extension of, a building, structure or improvement or the placing or relocating of a building, structure or improvement on, in, over or under the Lot Burdened;
- (b) the carrying out of a work is a reference to any physical activity in relation to the Lot Burdened and includes, but is not limited to, a reference to the building or rebuilding of, the making of alterations or renovations to, the repair or maintenance of, or

WARRINGAH COUNCIL


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Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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Plan: DP 852750

Subdivision covered by Council Clerk's
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Plan of land contained in Certificate of
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the enlargement or extension of, a work, or the demolition or removal of any building, structure, improvement or work on, in, over or under the Lot Burdened;

- (c) the subdivision of the Lot Burdened is a reference to:
- (i) (without limiting the following provisions of this paragraph) the subdivision of land within the meaning of Part XII of the Local Government Act 1919 (as amended);
 - (ii) any other division of the Lot Burdened into two or more parts which, after the division, would be obviously adapted for separate occupation, use or disposition; or;
 - (iii) the redivision of the Lot Burdened, by such a subdivision or by any other division, into different parts which, after the redivision, would be obviously adapted for separate occupation, use or disposition;

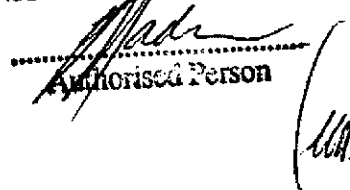
"Development Control Plan" means each and every development control plan and concept development control plan in connection with or relative to Austlink Corporate Park from time to time;

"Development Guidelines" means such guidelines in respect of or relating to subdivision, development, improvements, landscaping, maintenance and other matters created or adopted by ICPM from time to time in respect of the Austlink Corporate Park or any part thereof;

"Estate Development Guidelines" means such guidelines in respect of or relating to subdivision, development, landscaping, maintenance and other matters created or adopted by ICPM from time to time in respect of the Austlink Corporate Park;

"Financial Member" means, as at any relevant time, a fully paid up Shareholder of ICPM who has, at that time, no charges, levies, fees, assessments, expenses or other amounts which are due to ICPM or which are payable by that member at the direction of ICPM, or which have been assessed by ICPM as payable by that shareholder, or which have been paid or are payable by ICPM on behalf of or on the account of that shareholder and which are outstanding;

WARRINGAH COUNCIL


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Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
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All lengths are in metres

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Plan: DP 852750

Subdivision covered by Council Clerk's
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"ICPM" means International Corporate Park Management Pty Limited ACN 050 065 695 or such other company as may from time to time be vested with responsibilities and rights to control the development management and operation of Austlink Corporate Park in accordance with any Master Scheme and to co-ordinate the rights and obligations of owners of lots in the Austlink Corporate Park;

"Lot Burdened" means the Lot Burdened the subject of this instrument and each and every part of that land which may, from time to time, be divided or subdivided into separate lots within a plan or plans registered at or with the New South Wales Lot Burdened Titles Office and in the event of any such division or subdivision this definition shall extend and relate to each such divided or subdivided lot and other separate parcel of land therein or created such division or subdivision;


"Master Scheme" means any scheme of development for the Lot Burdened as determined by or adopted by ICPM and any relevant Authority from time to time incorporating, but not limited to, the Planning Documents, the Memorandum and Articles, the covenants, easements and restrictions at any time applicable to or proposed in relation to the Lot Burdened, all other relevant planning, development, control or review procedures which arise in respect of or which relate to the Lot Burdened and its management and administration (including but not limited to the Board of Directors of ICPM and the Panel and their respective controls, reviews and procedures) and all arrangements and agreements with the Council, all as varied, amended or substituted from time to time;

"Memorandum and Articles" means the Memorandum and Articles of Association of ICPM including but not limited to all by-laws and regulations created pursuant or incidental to such Memorandum and Articles of Association;

"Panel" means the planning and design review panel established or to be established by ICPM pursuant to or under the Memorandum and Articles;

"Planning Documents" means SREP-15, all other relevant Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW) and all relevant Deemed Environmental Planning Instruments (as defined in the Environmental Planning and Assessment Act 1979 (NSW), all draft Environmental Planning Instruments, Development Control Plans, any Development Guidelines and all other planning policies, plans, instruments, affectations, documents or directives issued by the Council or any Authority (including without limiting the generality thereof ICPM) in respect of or in relation to Austlink Corporate Park;

WARRENHAY COUNCIL


Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
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All lengths are in metres

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Plan: DP ~~852750~~

Subdivision covered by Council Clerk's
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"SREP-15" means Sydney Regional Environmental Plan No. 15 (Terrey Hills) of the Council dated 13 June 1989 as that Plan may have been and may from time to time be varied, amended, modified, qualified or replaced by any other Planning Document;

3. In this restriction unless inconsistent with the context:
- (a) words importing persons shall include individuals, corporations, bodies corporate or politic as the case may be and words importing any of the foregoing shall include such other of the foregoing as may appropriate;
 - (b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
 - (c) words importing any gender shall include all other genders as the case may require;
 - (d) references to statutes, ordinances or regulations shall include any statutes, ordinances regulations amending, consolidating or replacing the same and all regulations, ordinances, by-laws and other subordinate or other legislation from time to time relating thereto or in connection therewith;
 - (e) a reference to any Authority or to ICPM or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns and in respect of any Authority, any administrator thereof or other person appointed by or on behalf of the government of New South Wales or any Minister thereof and any body in which that Authority is merged or which at the relevant time substantially discharges or carries out the functions of that Authority;
 - (f) a reference to the Planning Documents or any of them, the Memorandum and Articles of ICPM, the Master Scheme or any aspect of it, shall be a reference to them as varied, amended or substituted from time to time to the extent, in respect of the Planning Documents, that such variations, amendments or substitutions are applicable and relevant.

WARRINGAH COUNCIL


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.....

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 21 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101250225

14. Terms of easement for support variable width fourteenthly referred to in abovementioned Plan

FULL AND FREE RIGHT for the registered proprietor from time to time of the Lot Benefited ("the proprietor") to use the concrete crib block retaining wall and footings, the underlying soil and any other structures or supports within that part of the Lot Burdened indicated in the abovementioned plan as "Easement for Support Variable Width" for support of the soil of the Lot Benefited and existing improvements or any future improvements on the Lot Benefited TOGETHER WITH the right for the proprietor with any tools, implements and machinery necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time for the purpose of inspecting, repairing, maintaining or renewing such retaining walls, footings, structures or supports, or any part thereof, to such extent as may be necessary.

15. Terms of Right of carriageway 5 wide and variable width fifteenthly referred to in abovementioned Plan

Right of carriageway within the meaning of Part I of Schedule VIII of the Conveyancing Act 1919 (as amended).

16. Terms of Right of carriageway 8 wide sixteenthly referred to in abovementioned Plan

Right of carriageway within the meaning of Part I of Schedule VIII of the Conveyancing Act 1919 (as amended).

17. Terms of Restriction on the use of the land seventeenthly referred to in abovementioned Plan

Vehicular access to the Lot Burdened shall be confined to that part of the boundary of the Lot Burdened abutting Narabang Way identified on the abovementioned Plan as subject to the Right of Carriageway 5 wide and variable width marked "S".

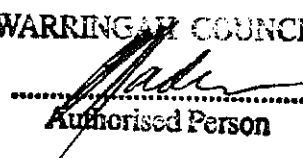
Name of Person empowered to release vary or modify Positive Covenant firstly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Easement to drain water 2 wide secondly referred to in abovementioned Plan

Warringah Council and the registered proprietor for the time being of the Lot Benefited.

WARRINGAH COUNCIL


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

All lengths are in metres

Sheet 22 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

Name of Person empowered to release vary or modify Restriction on the use of the land
thirdly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Restriction on the use of the land
fourthly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Easement to drain water 2 wide
fifthly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Positive Covenant sixthly referred
to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Restriction on the use of the land
seventhly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Easement to drain water 2 wide
eighthly referred to in abovementioned Plan

Warringah Council and the registered proprietor for the time being of the Lot Benefited

Name of Person empowered to release vary or modify Restriction on the use of the land
ninthly referred to in abovementioned Plan

Warringah Council

Name of Person empowered to release vary or modify Easement for sewerage purposes
4 wide tenthly referred to in abovementioned Plan

Sydney Water Corporation Limited.

WARRINGAH COUNCIL

.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 23 of 25 Sheets

Plan: DP **852750**

Subdivision covered by Council Clerk's
Certificate No. **9647** dated **1/9/95**
Plan of land contained in Certificate of
Title Folio Identifier **10/850225**

Name of Person empowered to release vary or modify Positive Covenant eleventhly referred to in abovementioned Plan

Warringah Council.

Name of Person empowered to release vary or modify Positive Covenant twelfthly referred to in abovementioned Plan

Warringah Council.

Name of Person empowered to release vary or modify Restriction on the use of the land thirteenthly referred to in abovementioned Plan

International Corporate Park Management Pty Limited

Name of Person empowered to release vary or modify Easement for support variable width fourteenthly referred to in abovementioned Plan

The registered proprietor for the time being of the Lot Benefited.

Name of Person empowered to release vary or modify Right of carriageway 5 wide and variable width fifteenthly referred to in abovementioned Plan

Warringah Council and the registered proprietor for the time being of the Lot Benefited.

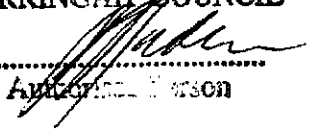
Name of Person empowered to release vary or modify Right of carriageway 8 wide sixteenthly referred to in abovementioned Plan

The registered proprietor for the time being of the Lot Benefited

Name of Person empowered to release vary or modify Restriction on the use of the land seventeenthly referred to in abovementioned Plan

Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)**

All lengths are in metres

Sheet 24 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 10/850225

EXECUTED by)
ESANDA FINANCE CORPORATION)
LIMITED ACN 004 346 043)
as Mortgagee in Possession pursuant)
to Mortgages Registered No. Y864166)
and Z48737)
by being signed sealed and delivered)
by its Attorney)
IAN MACLEAY ELLERY)
(who certifies that he is the)
Acting Manager, Securities)
in the New South Wales Division)
of Esanda Finance Corporation Limited))
pursuant to Power of Attorney)
Registered No. 867 Book 3685 in the)
presence of:)



Signature of witness

Christina Shiranthi Sabanayagam
C/- 116 Miller St, Nth Sydney
~~Finance Officer~~


Name of witness (BLOCK LETTERS)

Address of witness

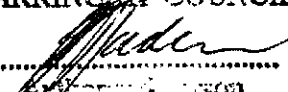
THE COMMON SEAL of)
INTERNATIONAL CORPORATE PARK)
MANAGEMENT PTY LIMITED)
(ACN 050 065 695))
is affixed in accordance with)
its articles of association in)
the presence of:)

INTERNATIONAL CORPORATE PARK MANAGEMENT
PTY LIMITED ACN 050 065 695
by its Attorney SAHIL AGARWAL
and I, the said Attorney, state that I have not received
any notice of a revocation of the Power of Attorney
registered in the Public Office Sydney No. 495
Book 12, 13 or any other document in relation to the said
Power of Attorney.

ACTING Senior Counsel
Business Planning, Australia and New Zealand
Public Counsel 1300 130 130

Director IN PRESENCE OF John BIRMINGHAM
C/- 20 MARLIN PLACE SYDNEY
WITNESS 

Name of Director
(print)

WARRINGAH COUNCIL

ANTHONY JOHNSON

Secretary

Name of Secretary
(print)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
ON THE USE OF THE LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919
(AS AMENDED)

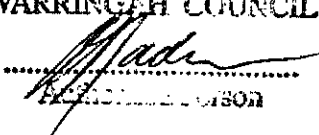
All lengths are in metres

Sheet 25 of 25 Sheets

Plan: DP 852750

Subdivision covered by Council Clerk's
Certificate No. 9647 dated 1/9/95
Plan of land contained in Certificate of
Title Folio Identifier 101850225

REGISTRATION
 13-9-1995

WARRINGAH COUNCIL

COUNCIL CLERK





97-11R



REQUEST

Real Property Act 1900



0
711647 E

(A) STAMP DUTY
If applicable.

Office of State Revenue use only
D

(B) TITLE
Show no more than 20.

85/852750	
-----------	--

(C) REGISTERED DEALING
If applicable.

--

(D) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
	LORRS CHAMBERS WESTGARTH DX 133 SYDNEY 898S	
	REFERENCE (max 15 characters): M. Doria	<i>on RL</i>

(E) APPLICANT WARRENDAH COUNCIL

(F) REQUEST RESTRICTION ON THE USE OF LAND
under Section 88E(3) Conveyancing Act, 1919

REGISTERED PROPRIETOR: DAINFORD LIMITED (receiver and manager and official liquidator appointed) ACN 000 788 438 ACN 004 346 043

MORTGAGEE: ESANDA FINANCE CORPORATION LIMITED under mortgage nos. Y864166, Z48737, Z750382 (being mortgagee in possession of the land referred to above)

LESSEE:

THE APPLICANT, a prescribed authority within the meaning of Section 88E(a) of the Conveyancing Act, imposes the following Restriction on the Use of Land on the land referred to above and applies to have such Restriction recorded in the Register.

TERMS OF RESTRICTION ON THE USE OF LAND

For terms of Restriction refer to annexure "A" to this Request.

A 28

CHECKED BY (office use only)

Authorised By LG 16.




"A"

THIS IS THE ANNEXURE "A" REFERRED TO IN REQUEST BY WARRINGAH COUNCIL
(as Applicant) DATED 21 NOVEMBER 1995 1995

So much of the land as from time to time forms Austlink Corporate Park shall not be used or occupied nor be suffered to be used or occupied unless the registered proprietor for the time being thereof has satisfied the Prescribed Authority that a management arrangement acceptable to the Prescribed Authority is in place to facilitate the performance and observance of the terms of the Restriction as to User, Positive Covenant and Easements created by registration of Deposited Plan 265029.

For the purposes only of satisfying the provisions of this Restriction on the use of Land the Prescribed Authority acknowledges that it will accept evidence of membership of International Corporate Park Management Pty Limited (ACN 050 065 695) as satisfactory evidence of compliance with this Restriction on the Use of Land provided that no alterations to its Memorandum and Articles of Association are made without the Prescribed Authority's consent and provided further that membership of International Corporate Park Management Pty Limited shall not relieve the registered proprietor of any land forming part of Austlink Corporate Park from complying with the provisions of the Restriction as to User, Positive Covenant and easements created by registration of Deposited Plan 265029 or of this Restriction on the use of Land.

For the purposes of this Restriction on the use of Land "Austlink Corporate Park" means Lot 10 in Deposited Plan 850225, Lot 10 in Deposited Plan 807013, Lot 279 in Deposited Plan 822237 and Lot 109 in Deposited Plan 846412 or so much thereof or other land as is from time to time subject to the management arrangement contemplated by the Memorandum and Articles of Association of International Corporate Park Management Pty Limited. This area shall comprise the whole of the said allotments (and any Lot created by a re-subdivision of all or any of those Lots) or any other land as shall from time to time be certified by International Corporate Park Management Pty Limited as being within Austlink Corporate Park. A Certificate issued by International Corporate Park Management Pty Limited with the consent of the Prescribed Authority shall for all purposes be conclusive evidence of the land from time to time comprising Austlink Corporate Park.



**THIS IS THE ATTESTATION ANNEXURE REFERRED TO IN THE REQUEST
DATED 21 NOVEMBER 1995 1995**

**THE COMMON SEAL of
ESANDA FINANCE CORPORATION
LIMITED**

was affixed in the presence of;

EXECUTED BY ESANDA FINANCE CORPORATION
LIMITED A.C.N. 004 345 043 by being signed, sealed and
delivered by its Attorney MICHAEL LEE HITCHCOCK
(who certifies that he is the STATE MANAGER LENDING SERVICES
in the New South Wales Division of Esanda Finance
Corporation Limited) pursuant to Power of Attorney registered
No. B67 Book 3685, in the presence of:

.....
Director

P. B. [Signature]
Parimalan Bazzi
316 Miller Street, North Sydney
Finance Officer

.....
Secretary

[Large Signature]

**THE COMMON SEAL of
WARRINGAH COUNCIL**
was hereunto affixed on this
day of 1995 in pursuance of
a resolution of Council passed on the
day of 19

.....
Mayor

.....
General Manager



(C)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE 21 NOV 1995

For signature see attestation annexure hereto

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

.....
Signature of Applicant

THE COMMON SEAL of the
COUNCIL of the SHIRE OF WARRINGAH
was hereunto affixed
this 1ST day of NOVEMBER 1995
in pursuance of a resolution of the Council
passed on the 27TH
day of JULY 1993

Julie Sutton
MAYOR

[Signature]
GENERAL MANAGER

EXECUTION INCLUDING STATUTORY DECLARATION

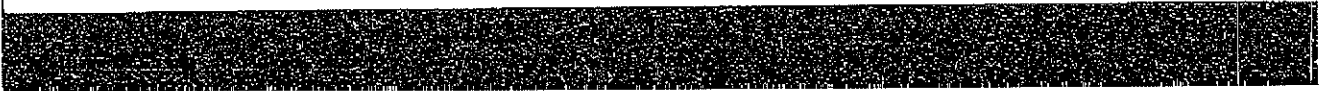
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900, Made and subscribed at in the State of on 19 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant



REGULATIONS, RULES AND STATUTES of Victoria to declare public roads or to amend public roads or to amend public roads, restrictions on the use of land or positive covenants.

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 868277

19.5.1997

CA: NP 9984 OF 24.4.1997

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1857-1

Lot Area: DP 852150

PLAN OF SUBDIVISION OF LOT 85 IN DP 852150

Lengths are in meters. Reduction Ratio 1:2000

LGA WARRINGAH

Locality: BELROSE

Parish: NARBABEN/MANLY COVE

County: CUMBERLAND

1. JOHN FRANCIS BROCK

2. ROSE ATKINS & ASSOC PTY LTD

3. N/O SUNNIGHT ROAD, BLACKTOWN

4. A survey registered under the Survey Act 1958 whereby certain parts of the land were surveyed and the plan is a true and correct copy of the survey as shown on the plan as recorded in the Survey Act 1958 register volume 2114, folio 1997, dated 21/11/1997.

5. THE SUBDIVISION IS MADE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF THE LAND

2. RESTRICTION ON THE USE OF THE LAND

3. POSITIVE COVENANT

4. EASEMENT FOR INFRASTRUCTURE

5. EASEMENT TO DRAIN WATER 3 WIDE & 10 WIDE.

6. EASEMENT TO DRAIN WATER 1 WIDE.

PANEL FOR USE ONLY for statements of restriction to dedicate public roads or to create public roads or to amend public roads or to amend public roads, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF THE LAND

2. RESTRICTION ON THE USE OF THE LAND

3. POSITIVE COVENANT

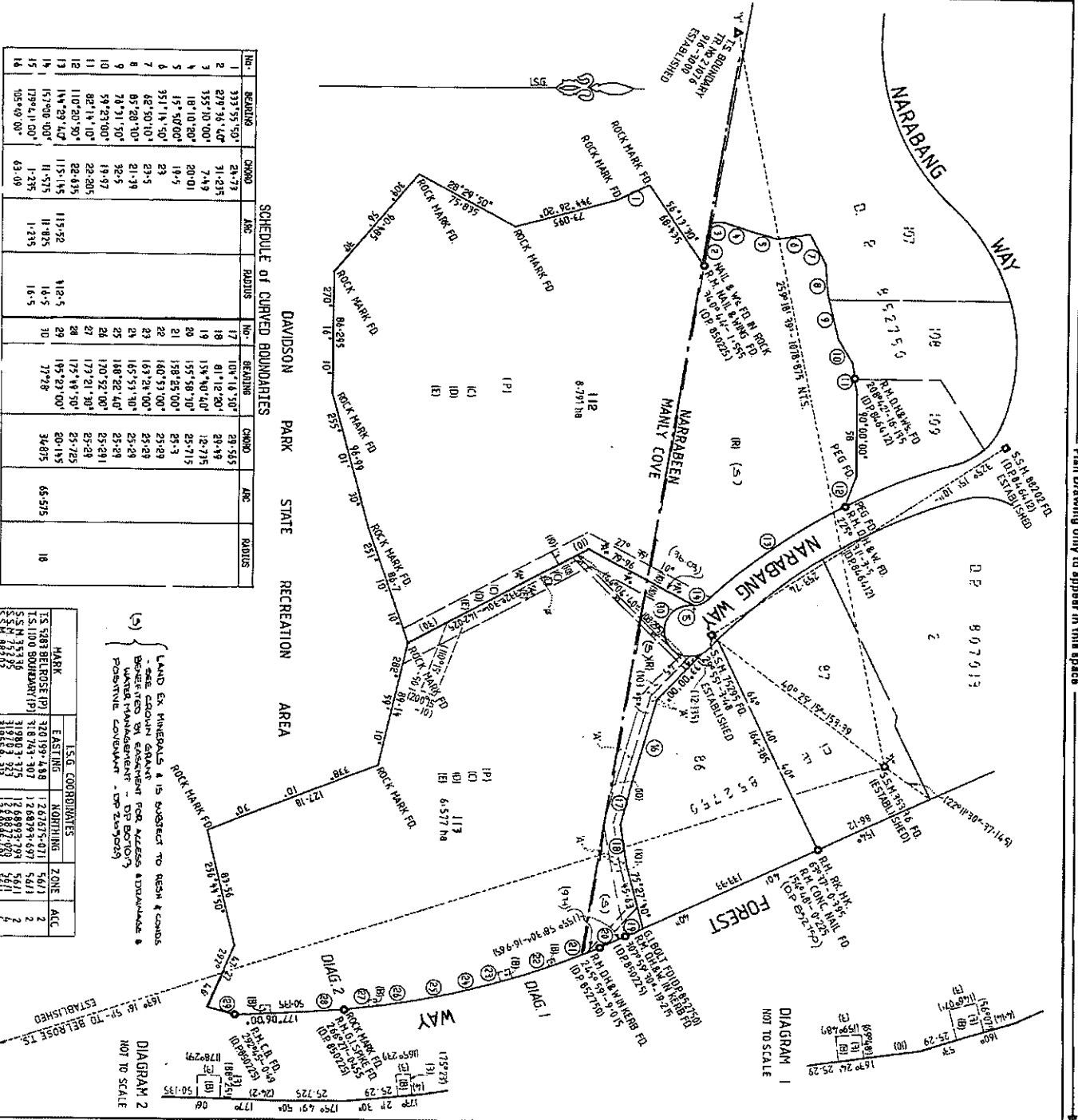
4. EASEMENT FOR INFRASTRUCTURE

5. EASEMENT TO DRAIN WATER 3 WIDE & 10 WIDE.

6. EASEMENT TO DRAIN WATER 1 WIDE.

PLAN AMENDED IN LTD AT SURVEYORS REQUEST.

DP 868277



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	ARC	RADIUS	No.	BEARING	ARC	RADIUS
1	333°55'50"	24.73	101.6	17	104°16'50"	23.545	101.6
2	279°36'40"	31.235	81.2	18	81°12'20"	28.48	81.2
3	155°10'00"	7.49	157.46	19	157°46'40"	12.715	157.46
4	181°10'20"	20.01	80.01	20	157°30'30"	25.715	80.01
5	19°50'00"	19.5	158.25	21	158°25'00"	25.3	158.25
6	351°14'50"	23	140.73	22	140°73'00"	23.29	140.73
7	62°50'10"	23.5	147.24	23	147°24'00"	23.29	147.24
8	85°28'10"	21.39	145.51	24	145°51'00"	23.29	145.51
9	74°31'50"	32.5	148.22	25	148°22'40"	23.29	148.22
10	59°23'00"	19.97	170.52	26	170°52'00"	23.29	170.52
11	82°14'10"	22.205	177.21	27	177°21'30"	23.725	177.21
12	110°20'30"	22.035	195.22	28	195°22'00"	20.145	195.22
13	157°20'00"	11.575	112.5	29	112°5'	16.5	112.5
14	129°41'00"	1.235	16.5	30	16.5	18	16.5
15	105°40'00"	43.08					

LAND EX MINERALS & IS SUBJECT TO DEEDS & COVENANTS

— SEE COVENANT FOR ACCESS ADJACENT & BORDERING TO EASEMENT —

— POSITIVE COVENANT — DP 852150

HARK	EASTING	NORTHING	ZONE	ACC
15.5483 BELROSE (P)	320189.488	1267275.071	56/1	2
15.5100 BOUNDARY (P)	318743.307	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2
15.5211 BELROSE (P)	319983.375	1268993.697	56/1	2

DATE: JULY 1994.

SCALE FACTOR: 0.99992

DAVIDSON PARK STATE RECREATION AREA

Diagram 1: NOT TO SCALE

Diagram 2: NOT TO SCALE

Reg: R413497 / Doc: DP 0868277 P / Rev: 22-May-1997 / Sts: OK, OK / Pgs: ALL / Prt: 22-May-2019 16:55 / Seq: 1 of 1

PLAN FORM 2

REGULATIONS, RULES AND STATUTES of Victoria to declare public roads or to amend public roads or to amend public roads, restrictions on the use of land or positive covenants.

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 868277

19.5.1997

CA: NP 9984 OF 24.4.1997

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U1857-1

Lot Area: DP 852150

PLAN OF SUBDIVISION OF LOT 85 IN DP 852150

Lengths are in meters. Reduction Ratio 1:2000

LGA WARRINGAH

Locality: BELROSE

Parish: NARBABEN/MANLY COVE

County: CUMBERLAND

1. JOHN FRANCIS BROCK

2. ROSE ATKINS & ASSOC PTY LTD

3. N/O SUNNIGHT ROAD, BLACKTOWN

4. A survey registered under the Survey Act 1958 whereby certain parts of the land were surveyed and the plan is a true and correct copy of the survey as shown on the plan as recorded in the Survey Act 1958 register volume 2114, folio 1997, dated 21/11/1997.

5. THE SUBDIVISION IS MADE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF THE LAND

2. RESTRICTION ON THE USE OF THE LAND

3. POSITIVE COVENANT

4. EASEMENT FOR INFRASTRUCTURE

5. EASEMENT TO DRAIN WATER 3 WIDE & 10 WIDE.

6. EASEMENT TO DRAIN WATER 1 WIDE.

PANEL FOR USE ONLY for statements of restriction to dedicate public roads or to create public roads or to amend public roads or to amend public roads, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF THE LAND

2. RESTRICTION ON THE USE OF THE LAND

3. POSITIVE COVENANT

4. EASEMENT FOR INFRASTRUCTURE

5. EASEMENT TO DRAIN WATER 3 WIDE & 10 WIDE.

6. EASEMENT TO DRAIN WATER 1 WIDE.

PLAN AMENDED IN LTD AT SURVEYORS REQUEST.

DP 868277



**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 1 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No *9984 OF 24.4.1997*

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

PART 1

**Full name and address of Proprietor of
the Land**

Dainford Limited (Receiver and Manager and
Official Liquidator Appointed) ACN 000 788
436

**Mortgagee of possession in respect of
Land**

Esanda Finance Corporation Limited ACN 004
346 043 of 112-116 Miller Street, North
Sydney

**1 Identity of Restriction on the use of
the land firstly referred to in the
abovementioned plan**

Restriction on the use of the land

Schedule of lots affected

Lot Burdened:

Lot Benefited:

Each Lot

Every other Lot

**2 Identity of Restriction on the use of the
land secondly referred to in the
abovementioned plan**

Restriction on the use of the land

Schedule of lots affected

Lot Burdened:

Authority Benefited:

Each Lot

Warringah Council

WARRINGAH COUNCIL

[Signature]
.....
Authorised Person

A Hubbar

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 2 of 9 Sheets

Plan:

DP 868277

Subdivision of land covered by Council Clerk
Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

- 3 Identity of Positive Covenant thirdly referred to in abovementioned plan: Positive Covenant

Schedule of lots affected

Lot Burdened:

Each Lot

Authority Benefited:

Warringah Council

- 4 Identity of Easement for infrastructure fourthly referred to in abovementioned plan: Easement for infrastructure

Schedule of lots affected

Lot Burdened:

Each Lot

Authority Benefited:

Warringah Council

- 5 Identity of Easement to drain water 3 wide and 10 wide fifthly referred to in abovementioned plan: Easement to drain water 3 wide and 10 wide.

Schedule of lots affected

Lot Burdened:

Lot 113

Lot Benefited:

Lot 86 Deposited Plan 852750

Attwoban

WARRINGAH COUNCIL
[Signature]
.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 3 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No *9984 of 24.4.1997*

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

- 6 **Identity of Easement to drain water 3 wide sixthly referred to in abovementioned plan** Easement to drain water 3 wide.

Schedule of lots affected

Lot Burdened:

Authority Benefited:

Lot 113

Warringah Council

PART 2

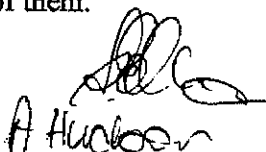
**TERMS OF RESTRICTION ON THE USE OF THE LAND FIRSTLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

- 1 No building shall be erected or permitted to remain erected on each Lot Burdened within the set backs from the boundaries of the Lot Burdened show as "A" on the abovementioned Plan.

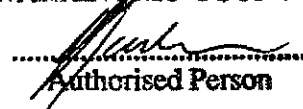
**TERMS OF RESTRICTION ON THE USE OF THE LAND SECONDLY REFERRED TO
IN ABOVEMENTIONED PLAN**

- 2 No lot or any part thereof shall be used or occupied nor be suffered to be used or occupied unless the registered proprietor from time to time of such lot ensures:
- A Nothing shall be done upon the lots burdened or allowed to remain upon the lots burdened without the written consent of Warringah Council ("the Prescribed Authority") which:-
- (a) Alters the level of the lots burdened so as to affect the operational efficiency of any water management systems as defined by the Positive Covenant thirdly referred to in the abovementioned plan; or
- (b) Impedes or interferes with the normal flow of stormwater or other water or which interferes with proper operation of the Water Management Systems or any part of them.

70414v3


A Hudson

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 4 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No *9984 of 24.4.1997*

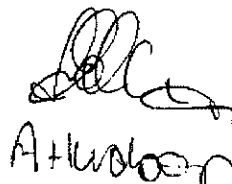
Plan of land contained in Certificate of Title
Folio Identifier 85/852750

- B No works shall be commenced on the lots burdened nor shall the surface of the lots burdened be disturbed without a Land Management Statement and plan which includes all details of any proposed clearing earthworks, demolition, replanting, sediment control measures and site works of any nature being first approved by the Prescribed Authority, by the National Parks and Wildlife Service and by the Soil Conservation Service of New South Wales.

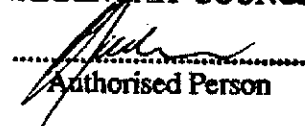
**TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN ABOVEMENTIONED
PLAN**

3

- A The provisions of any Bushfire Management Plan prepared for the lots burdened and approved by the Prescribed Authority shall be complied with at all times and without limiting the generality of the foregoing all fuel reduced zones and hazard reduction areas under such plan shall be maintained to the satisfaction of the Prescribed Authority.
- B Such pathways as the Prescribed Authority and/or the National Parks and Wildlife Service require/s upon the lots burdened shall be constructed to the satisfaction of the Prescribed Authority.
- C All landscaped areas upon lot burdened shall be completed and maintained to the Prescribed Authority's satisfaction.
- D All siltation, stormwater drainage, pollution control, flood management, detention and retention basins, dams, irrigation and association systems and structures on the lots burdened or servicing them (herein called "Water Management Systems") shall be cleansed, repaired and maintained to the satisfaction of the Prescribed Authority at all times. Details of maintenance and cleansing programmes for all Water Management Systems shall be submitted to the Prescribed Authority for approval and such programmes shall be implemented and complied with at all times.
- E Such improvements, alterations or amplifications to the Water Management Systems shall be made from time to time as the Prescribed Authority shall by notice in writing require.


A. H. Wilson

WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 5 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

- F The Prescribed Authority shall be indemnified and kept indemnified against all claims, demands, actions, suits, cause and causes of action, sums of money, compensation, interest, damages, costs and charges and expenses which may at any time result or be caused directly or indirectly by the failure or inadequacy of any Water Management System (with the exception of any parts of the Water Management System which lie under or upon public footpaths or roadways) or the failure to comply with any of the terms and conditions of this Covenant.
- G The Prescribed Authority, its servants or agents with or without motor vehicles shall be allowed to enter onto the lots burdened and view the condition of the lots burdened and any structures on them at all reasonable times of the day whenever it so desires.
- H All roof and surface water shall be disposed of in accordance with a water management plan which has first been approved by the Prescribed Authority and no such water shall be disposed of otherwise than in accordance with such plan.
- I Any Land Management Statement and plan prepared pursuant to Clause B of the terms of the Restriction firstly referred to in the abovementioned plan shall once approved by the Prescribed Authority benefited be implemented and complied with.
- J All easements for the support of any adjoining public roads shall be maintained at all times and such improvements, alterations or amplifications shall be made from time to time as the Prescribed Authority shall by notice in writing require.
- K Subject to the above, notwithstanding the granting of any easements or the dedication of any roads in favour of the Prescribed Authority, the persons against whom this Covenant is enforceable shall be responsible for the maintenance and or amplification of all Water Management Systems and batters or supports within any easements for support within the boundaries of the lots burdened and to comply and be bound by all of the conditions of these Covenants as if such easements and or dedications had not taken place and notwithstanding that any adjoining land or road which is not within the lots burdened also drain onto the lots burdened.
- L Should anything required to be done under the provisions of these Covenants not be done the Prescribed Authority may do the same and where necessary enter into

70414v3

Andrew Hill

WARRENDAH COUNCIL
[Signature]
.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 6 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

the lots burdened and carry out any such work or development and may recover from the persons against whom this Covenant is enforceable in any Court of Competent Jurisdiction any cost or reasonable expense incurred by it. Should any of the lots burdened be subdivided and should any lot or lots created be disposed of so as to create more than one person, or group against whom these Covenants are enforceable the Prescribed Authority shall be entitled to recover from each person or group such proportion of any cost or reasonable expenses incurred by it in carrying out any of the provisions of these Covenants determined on an area basis.

That is to say the cost and expenses divided by the total area of all lots multiplied by the area of the lot held by each person or group. In determining such proportions the Prescribed Authority may in its discretion allocate any costs or expenses to a specific lot where they are incurred solely in relation to such lot and do not relate to the general infrastructure.

Should any management agreement be entered into between the owners or occupiers of the lots and should the Prescribed Authority have notice of such agreement and should such agreement apportion management expenses between the owners or occupiers then the Prescribed Authority may use such apportionment in determining the amount of costs and expenses recoverable by it under the Covenants in lieu of the area basis aforesaid.

**TERMS OF EASEMENT FOR INFRASTRUCTURE FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

4

- A An easement for the support of the soil of the adjoining public roads as weighed with any improvements which the Prescribed Authority benefited or any statutory authority may from time to time see fit to erect or allow to be erected thereon with full and free power liberty licence and authority for it and every person authorised by it with any tools, implements or machinery necessary for the purpose to enter upon the land and remain there for any reasonable time for the purpose of repairing, maintaining or amplifying any batter or support on the lot burdened and to open the soil of the land to such extent as may be necessary provided that the Prescribed Authority benefited and any persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to

70414v3

AHudson

WARRINGAH COUNCIL
[Signature]
.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 7 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

the lot burdened and will restore the surface as nearly as possible to its original condition.

- B** An easement for drainage and water management, including full and free right for the Prescribed Authority benefited and every person authorised by it from time to time and at all times within the lot burdened to drain and hold water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the lot burdened, together with the right to lay install or make or to use any (existing or substitute or renewed) pipes, dams, underground concrete tanks, gross pollution traps, open drains, water courses, traps, and access points and the like, all of which are or form part of the Water Management System to which the lot burdened is or may be subject from time to time and to discharge surface or any other water through the said Water Management System together with the right in the authority benefited and every person authorised by it, with any tools implements or machinery necessary for the purpose to enter upon the lots burdened and remain there for any reasonable time for the purpose of laying, installing, making or inspecting any part of the said Water Management System and for the aforesaid purposes to open the soil of the lots burdened to such extent as may be necessary PROVIDED THAT the authority benefited and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the lots burdened and will restore that surface as nearly as possible to its original condition.
- C** An easement for access including full and free right for the Prescribed Authority benefited and every person authorised by it to go pass and repass at all times and for all purposes with or without any necessary vehicles over the lot burdened for the purposes described in sub-paragraph B above.
- D** Nothing in the easements referred in paragraphs A and B shall be construed so as to prevent the Prescribed Authority benefited from recovering the cost of any work undertaken by it in exercise of any of the rights granted thereby from the persons or persons against whom the Positive Covenants referred to in the covenant secondly referred to in the abovementioned plan are enforceable.

The granting of this easement for infrastructure shall in no way prevent the lots burdened from erecting upon any area of the lots burdened affected by this easement any improvement structure building or the like PROVIDED ALWAYS that such erection shall

70414v3



WARRINGAH COUNCIL



Authorized Person

**INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF
THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE
CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE
CONVEYANCING ACT 1919**

All lengths are in metres

Sheet 8 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk
Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title
Folio Identifier 85/852750

not adversely affect the operation of the Water Management System nor the Prescribed
authority's access thereto.

**TERMS OF EASEMENT TO DRAIN WATER 3 WIDE AND 10 WIDE FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN**

Easement to drain water within the meaning of Part III Schedule VIII of the Conveyancing Act,
1919 (as amended).

**TERMS OF EASEMENT TO DRAIN WATER 3 WIDE SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement to drain water within the meaning of Part III Schedule VIII of the Conveyancing Act,
1919 (as amended).

**NAME OF PERSON EMPOWERED TO TRANSFER, RELEASE, VARY OR MODIFY
RESTRICTION ON THE USE OF THE LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

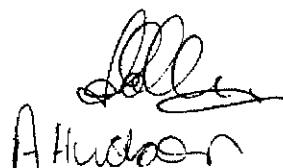
Warringah Council

**PERSONS OR AUTHORITY HAVING THE RIGHT TO RELEASE VARY OR MODIFY
THE RESTRICTION ON THE USE OF THE LAND SECONDLY AND POSITIVE
COVENANT THIRDLY AND THE EASEMENT FOR INFRASTRUCTURE FOURTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN:**

Warringah Council

**PERSONS OR AUTHORITY HAVING THE RIGHT TO RELEASE VARY OR MODIFY
THE EASEMENT TO DRAIN WATER 3 WIDE AND 10 WIDE FIFTHLY AND THE
EASEMENT TO DRAIN WATER 3 WIDE SIXTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

Warringah Council


A. Hudson

WARRINGAH COUNCIL

.....
Authorized Person

INSTRUMENT SETTING OUT TERMS OF THE RESTRICTION ON THE USE OF THE LAND AND EASEMENTS AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTIONS 88B AND 88E OF THE CONVEYANCING ACT 1919

All lengths are in metres

Sheet 9 of 9 Sheets

Plan: **DP 868277**

Subdivision of land covered by Council Clerk Certificate No 9984 of 24.4.1997

Plan of land contained in Certificate of Title Folio Identifier 85/852750

THE COMMON SEAL of
ESANDA FINANCE
CORPORATION LIMITED
was affixed in the presence of.

.....
Director

.....
Secretary

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED A.C.N. 004 346 043 by being signed, sealed and delivered by its Attorney **Ian Macleay Ellery** (who certifies that he is the **Acting Manager, Securities** in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 157 Book 4143, in the presence of:



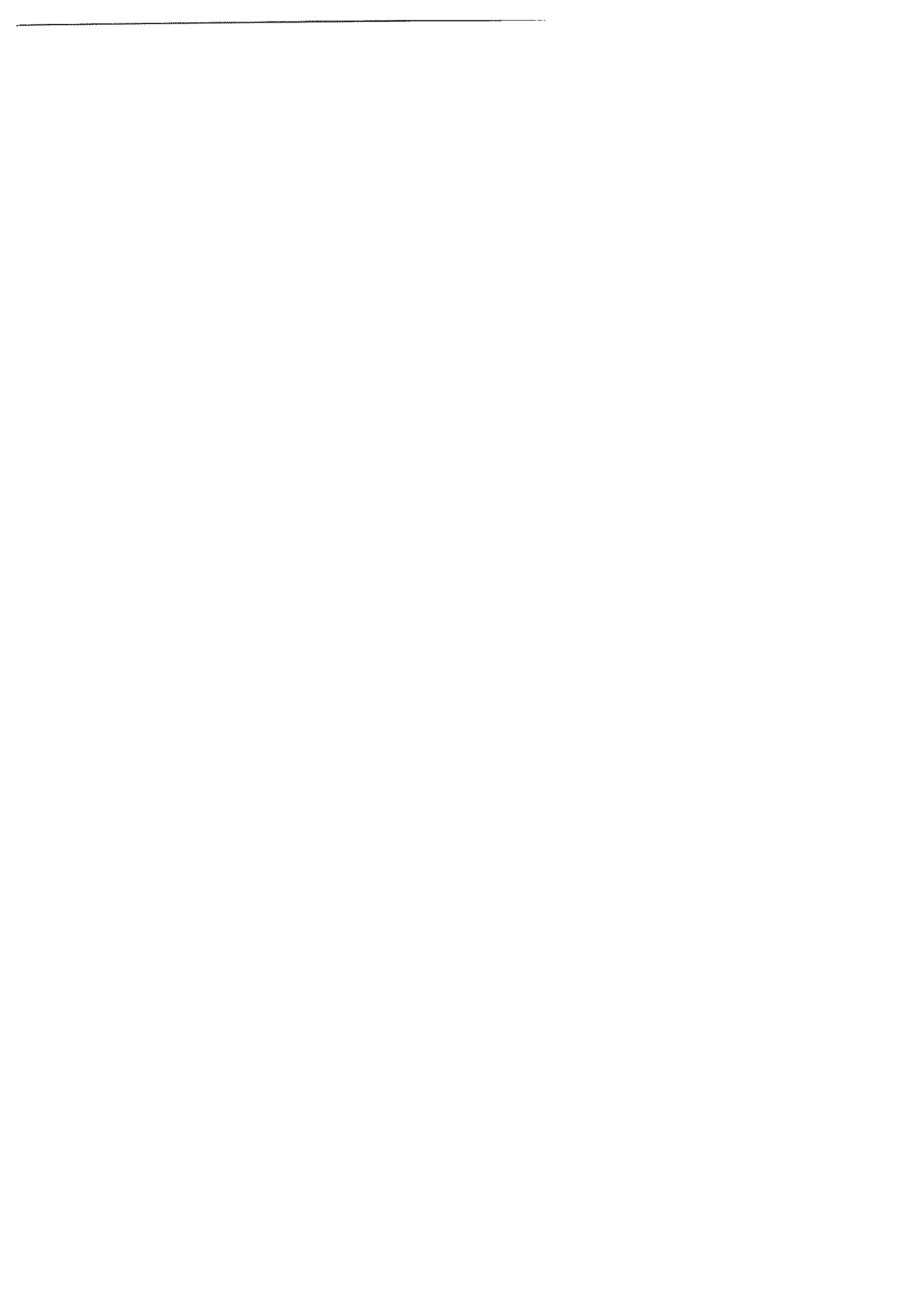
Alanna Gai Hudson
c/- 116 Miller St Nth Sydney
Finance Officer

70414v3

REGISTERED  # 19.5.1997

WARRINGAH COUNCIL


.....
Authorised Person



REVISED REFERENCE 46/130/1

15 NARABANG WAY, BELROSE
 ADDRESS FOR SERVICE OF NOTICE
 P.O. BOX 293 PADDINGTON
 QLD. 4064


DP270341

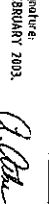
5/17/19 5 sheets

For reference to additional sheets see schedule below

Registered:  18 3-11-2003

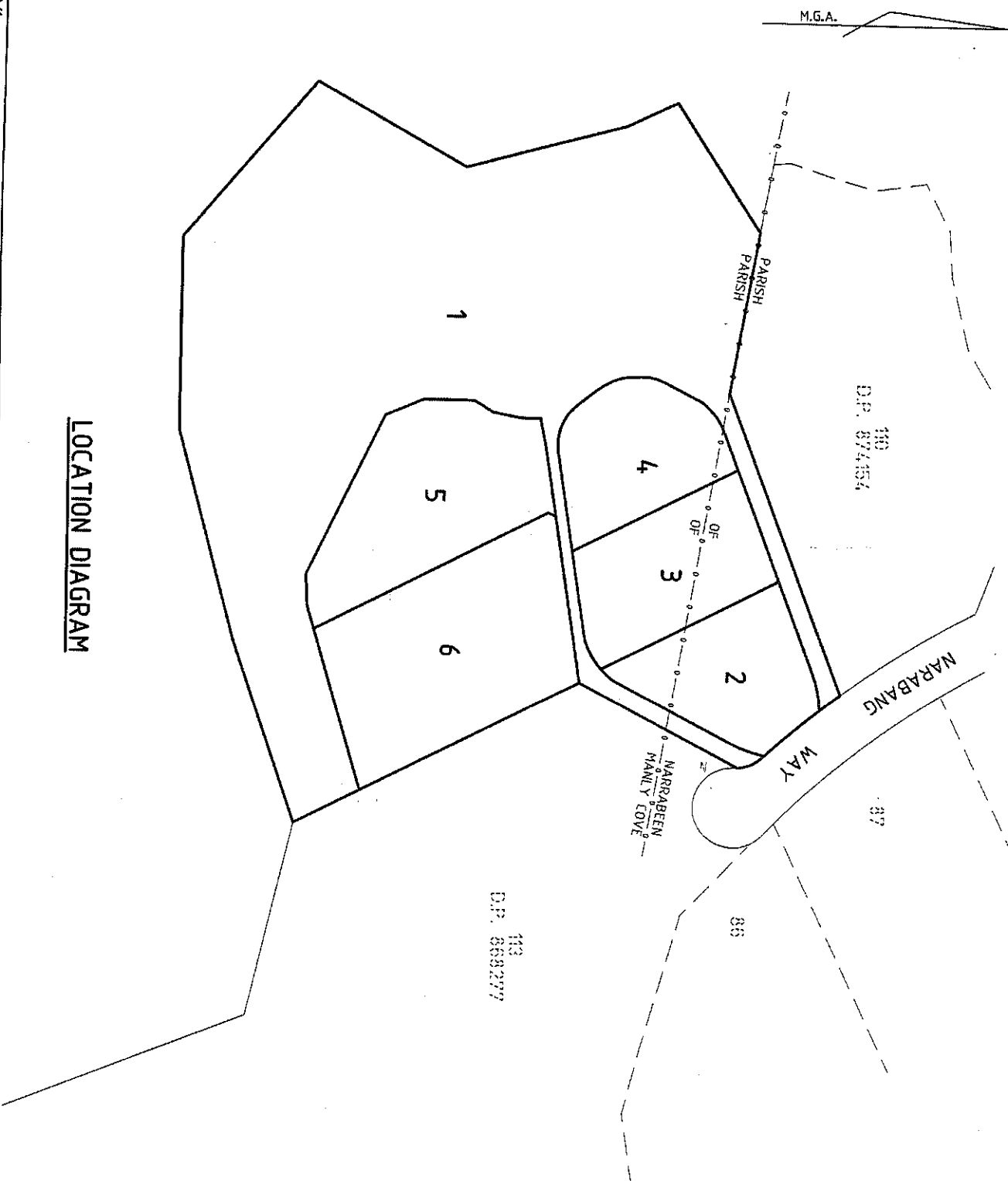
This plan is being submitted in accordance with the current provisions of the Act. For details of such updates and additional and replacement sheets, please refer to the schedule below.

Council's Approval No. 70526
 Date: 10/8/2003
 Signature: 
 General Manager/Authorised Person

Surveyor's Signature: 
 Date: 10th FEBRUARY 2003

SCHEDULE OF CHANGES TO THE SCHEME

Lot No.	Details	Sheet No.
2-3	SP15054 SP16928	7-9
6	SUBDIVIDED INTO LOTS 7/8	
7	SP93058	
4	SP92717	



LOCATION DIAGRAM

DP270341

Registered SEE CERTIFICATE
 3-11-2003

Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U 1867-7
 Land Plan: DP874154

PLAN OF SUBDIVISION OF LOT 111 IN D.P. 874154.

Lengths are in metres. Reduction Ratio 1:600
 LGA: WARRINGAH
 Suburb/Area: BELROSE
 Parish: NARRABEEN AND MANLY COVE
 County: CUMBERLAND

This is sheet 2 of my plan in 6 sheets.
 (Other if appropriate)

L. ANTHONY MICHAEL ATKINS
 ROSE ATKINS & ASSOCIATES P/L
 41/100 BOX 615 BELMONT NSW 1570
 A surveyor registered under the Survey Act 1981 and the Survey Regulation 1981 and is authorised to practise as a surveyor in New South Wales.
 The survey details in LOT 111 D.P. 874154.

Plans used in preparation of survey/composition
 D.P. 866277, D.P. 874154, D.P. 859225.
 Registered: [Signature]
 Surveyor (No. 123456)

Plans for use only for statements of intention to dedicate public roads, streets, public reserves, use of land or positive covenants on the pursuant to section 80B of the CONVEYANCING ACT 1997 AS AMENDED. IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 1 WIDE.
 2. EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE WIDTH.
 3. EASEMENT TO DRAIN WATER 3 WIDE.
 4. EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE WIDTH.
 5. EASEMENT FOR ELECTRICITY PIPES.
 6. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE AND VARIABLE WIDTH.
 7. EASEMENT FOR WATER SUPPLY PURPOSES 2.5 WIDE AND VARIABLE WIDTH.
 8. EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 2.75 WIDE AND VARIABLE WIDTH.
 9. POSITIVE COVENANT.
 10. RESTRICTION ON THE USE OF LAND.
 11. RESTRICTION TO DRAIN SENSAGE 6 WIDE.
 12. EASEMENT FOR SERVICES 1 WIDE, 8 WIDE AND VARIABLE WIDTH.
 13. DRAINAGE EASEMENT 3 WIDE AND VARIABLE WIDTH (U).
 14. POSITIVE COVENANT.

Signed for STONKY WATER CORPORATION
 by the Managing Director
 WARRINGAH BELROSE WARRINGAH
 JEFFREY THOMAS COULSON
 This instrument states that at the time of executing this instrument the contents of the registration book 6747 under the authority of which this instrument has been executed.

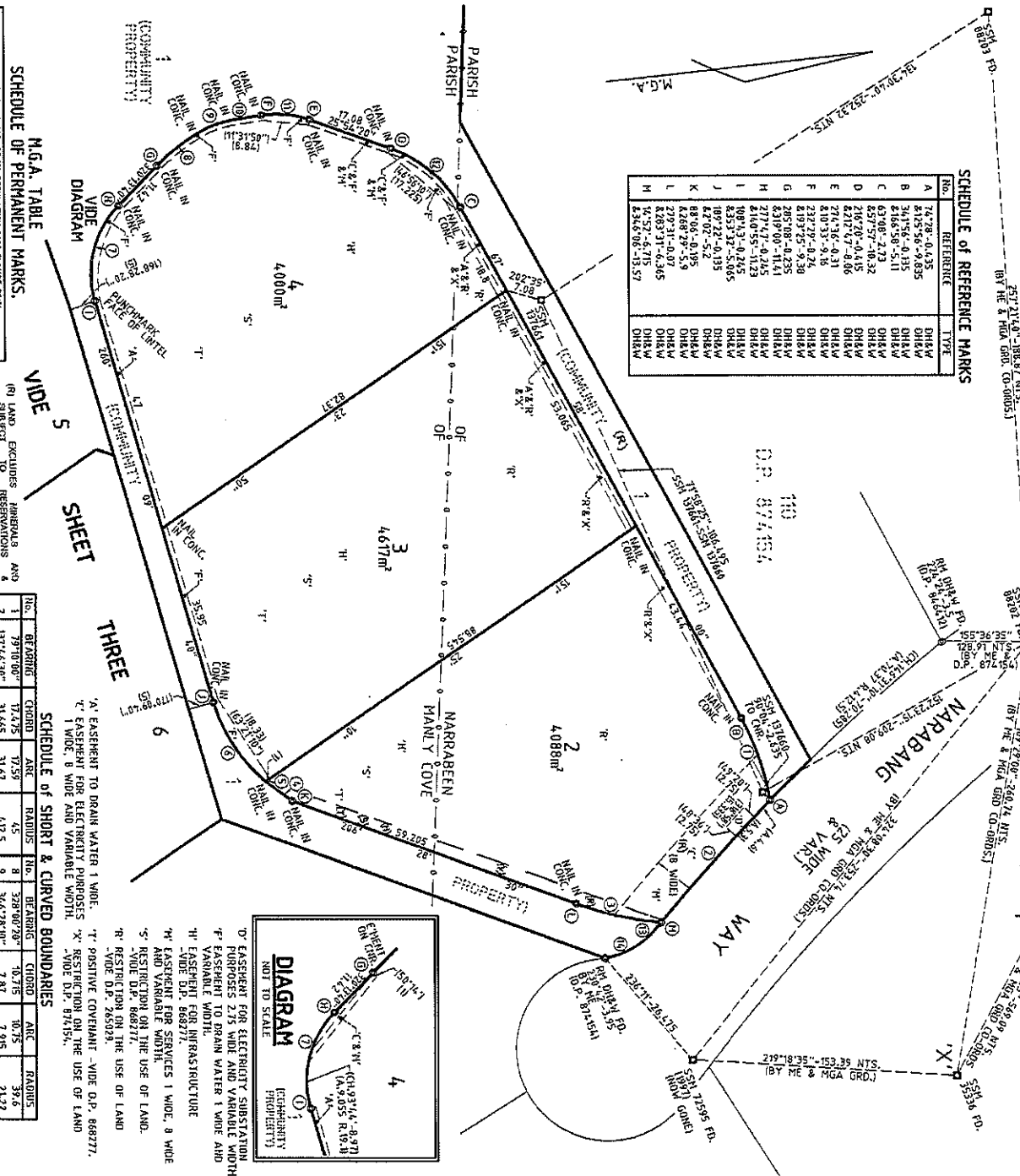
Attorney: [Signature]
 Attorney: [Signature]
 Signature of Witness: [Signature]
 Name of Witness: KATHERINE JOHN WHITE
 Name of Witness: OLIVER BATHURST STRONG STONKY
 Address of Witness: BELMONT NSW 1570
 (ACN 057 021 701)
 Receivars Affirmed's

Garmon Seal
 DONOVAN GATES
 MANLY COVE
 COMPANY LIMITED
 085 875 507
 D.A. Vinoy
 Director
 P.F. Hamblford
 Director/Secretary
 Crown Lands Office Approval

Subdivision Certificate
 Land that the Registrar of Land in the Registrar's Office has approved for registration in the Registrar's Office.
 State Division
 General Address: WARRINGAH BELROSE
 Date of instrument: 20-8-2003
 Registration No.: 10516
 Ref. No.: S.D. 9497
 This plan is to be lodged electronically in the Land Title Office.
 It shall not be a condition of registration that the instrument be signed by the Registrar.
 * Check whether a mortgage.

SCHEDULE OF REFERENCE MARKS

No.	REFERENCE	TYPE
A	74.28-0.435	DHW
B	6.14556-6.935	DHW
C	34.1156-0.135	DHW
D	8.16650-5.11	DHW
E	6.9757-2.022	DHW
F	6.9757-2.022	DHW
G	2.7436-0.31	DHW
H	8.1033-9.8	DHW
I	2.2729-0.26	DHW
J	2.09725-9.230	DHW
K	8.8806-0.195	DHW
L	8.2887-5.51	DHW
M	2.2831-0.7465	DHW
N	14.527-6.715	DHW
O	23.6706-13.57	DHW



SCHEDULE OF PERMANENT MARKS

MARK	HEXAGON	ZONE	CLASS	ORDER
PH 30744	331446.249	626954.739	56	B
SPH 35338	331463.266	626904.286	56	C
SSH 75295	331466.098	626921.616	56	C
SSH 88202	331472.429	626912.242	56	C
SSH 88203	331493.285	626906.519	56	C

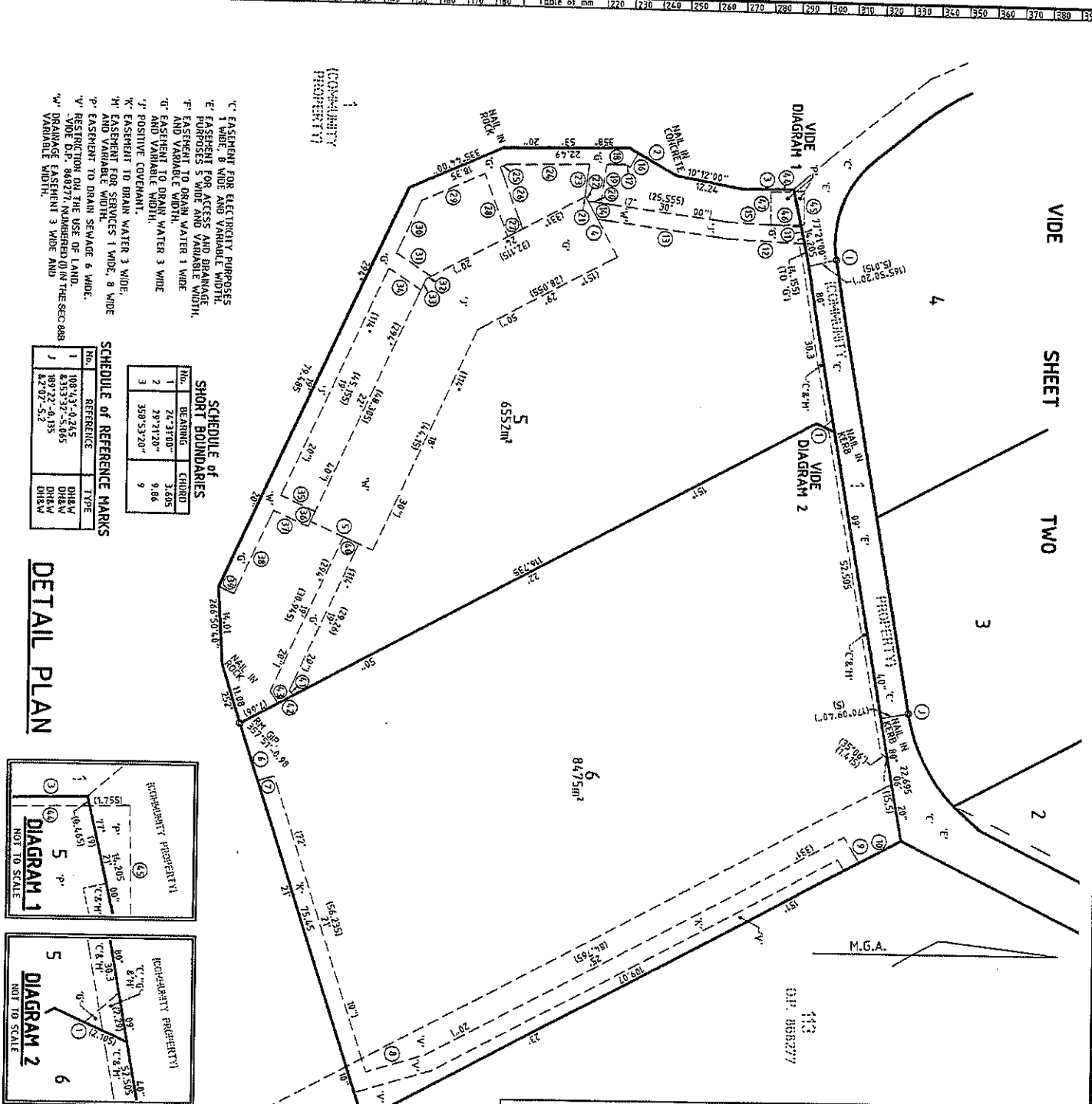
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	CHORD	ARC	RADIUS
1	79°10'00"	173.75	17.59	45	328.00'20"	10.75	37.6
2	137°14'30"	31.645	31.67	8	364.78'00"	7.915	21.22
3	109°52'00"	17.05	71.1	10	357.09'00"	9.425	18.8
4	222°03'40"	3.84	2.875	12	173.15'00"	18.35	25
5	224°28'50"	2.875	2.875	12	146.56'00"	11.55	16.5
6	243°29'00"	18.655	18.92	13	315.27'00"	11.825	16.5
7	290°11'40"	19.12	20.025	14	335.53'20"	11.825	16.5

DETAIL PLAN

(a) LAND EXCLUDES AMBERALS - SEE SEC 17(C) CLACT 880
 (b) RESTRICTION ON THE USE OF LAND - VIDE DP86277 NUMBERED U IN THE SEC 880

PLAN FORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE of EASEMENT BOUNDARIES

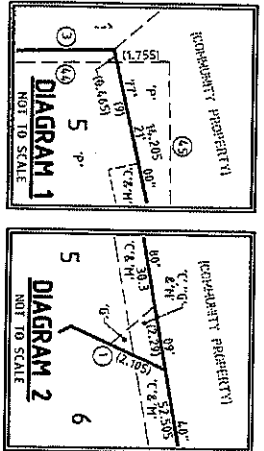
NO.	BEARING	LENGTH	AREA	REMARKS
1	108°53'00"	24.3100	3.205	
2	29°21'20"	8.565	9.66	
3	359°53'20"			
4	108°53'00"	24.3100	3.205	
5	189°22'00"	8.565	9.66	
6	87°02'52"			

SCHEDULE of SHORT BOUNDARIES

NO.	BEARING	LENGTH	REMARKS
1	108°53'00"	24.3100	3.205
2	29°21'20"	8.565	9.66
3	359°53'20"		

- 'C' EASEMENT FOR ELECTRICITY PURPOSES
- 'E' EASEMENT FOR ACCESS AND DRAINAGE PURPOSES 5 WIDE AND VARIABLE WIDTH.
- 'F' EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE WIDTH.
- 'G' EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE WIDTH.
- 'H' EASEMENT TO DRAIN WATER 3 WIDE.
- 'I' EASEMENT FOR SERVICES 1 WIDE, 8 WIDE AND VARIABLE WIDTH.
- 'J' EASEMENT TO DRAIN SEWAGE 6 WIDE.
- 'K' RESTRICTION ON THE USE OF LAND.
- 'L' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'M' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'N' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'O' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'P' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'Q' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'R' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'S' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'T' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'U' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'V' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'W' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'X' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'Y' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888
- 'Z' BOUNDARY CORNER NUMBERED (O) IN THE SEC 888

DETAIL PLAN



DP270341
 Registered
 No. 9-11-2003
 This is a plan of a parcel of land in the Municipality of Fonthill.
 Date: 10th FEBRUARY 2003.

Stamp: registered under Surveyors Act, 1928
 The plan is a plan of a parcel of land in the Municipality of Fonthill.
 Date: 10th FEBRUARY 2003.

General Manager/Authorized Person
 [Signature]

and as set out in the accompanying Instrument signed by the Authorized Person
 [Signature]
 Director

P.E. Hannaford
 Director / Secretary

DRCA CAPITAL LIMITED
 4th Floor, 609
 [Signature]
 Secretary

[Signature]
 [Signature]
 [Signature]

SCHEDULE of SHORT & CURVED BOUNDARIES

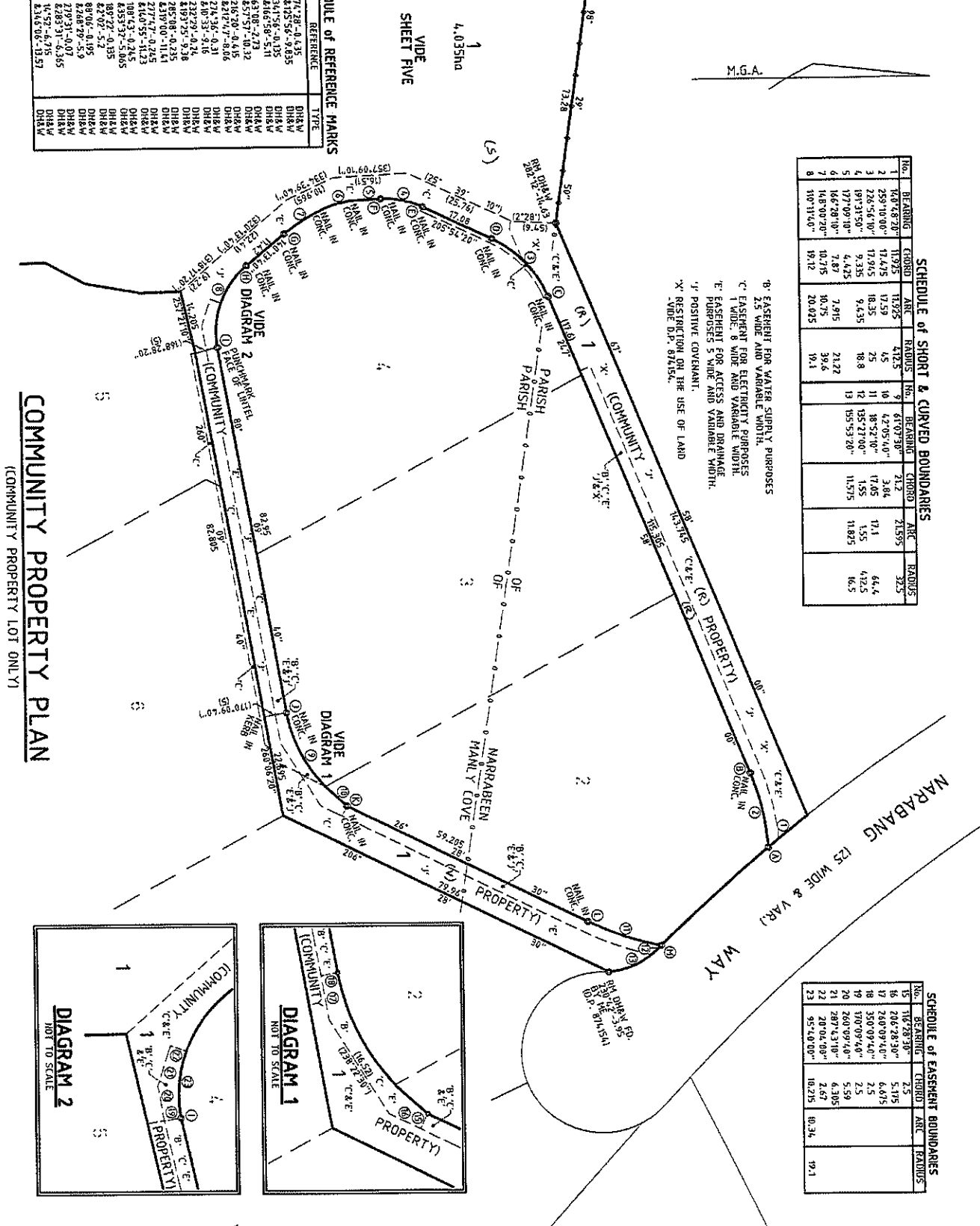
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1	160°48'20"	119.25	119.25	42.5	9	67°07'30"	21.2	21.2	21.595
2	259°10'00"	114.25	114.25	35	10	42°00'40"	3.84	3.84	44.4
3	278°56'10"	179.45	18.35	29	11	38°52'00"	17.05	1.55	42.5
4	197°31'50"	9.335	9.435	18.8	12	125°27'00"	1.55	1.55	16.5
5	177°09'10"	4.425	4.425	13	13	153°53'20"	11.575	11.825	16.5
6	166°28'10"	7.87	7.915	24.22					
7	148°00'20"	10.715	30.75	39.4					
8	107°11'40"	19.12	20.825	19.1					

SCHEDULE of EASEMENT BOUNDARIES

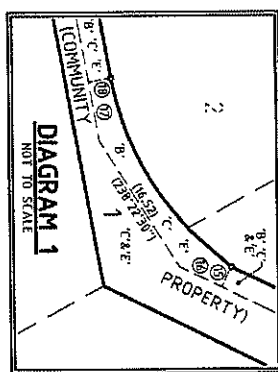
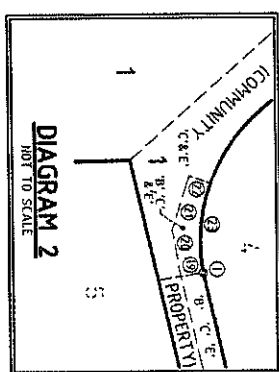
No.	BEARING	CHORD	ARC	RADIUS
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16	206°28'30"	5.119	6.615	5.119
17	280°09'40"	6.615	2.5	5.119
18	350°09'40"	2.5	5.119	5.119
19	370°09'40"	5.119	6.305	5.119
20	260°09'40"	6.305	2.67	5.119
21	287°43'10"	2.67	6.305	5.119
22	207°04'00"	6.305	0.34	19.1
23	95°48'00"	0.34	19.1	19.1

SCHEDULE OF REFERENCE MARKS

No.	REFERENCE	TYPE
A	74.28 - 0.435	DH&W
B	34.55 - 0.135	DH&W
C	21.08 - 0.135	DH&W
D	21.08 - 0.135	DH&W
E	21.08 - 0.135	DH&W
F	21.08 - 0.135	DH&W
G	21.08 - 0.135	DH&W
H	21.08 - 0.135	DH&W
I	21.08 - 0.135	DH&W
J	21.08 - 0.135	DH&W
K	21.08 - 0.135	DH&W
L	21.08 - 0.135	DH&W
M	21.08 - 0.135	DH&W



COMMUNITY PROPERTY PLAN
 (COMMUNITY PROPERTY LOT ONLY)

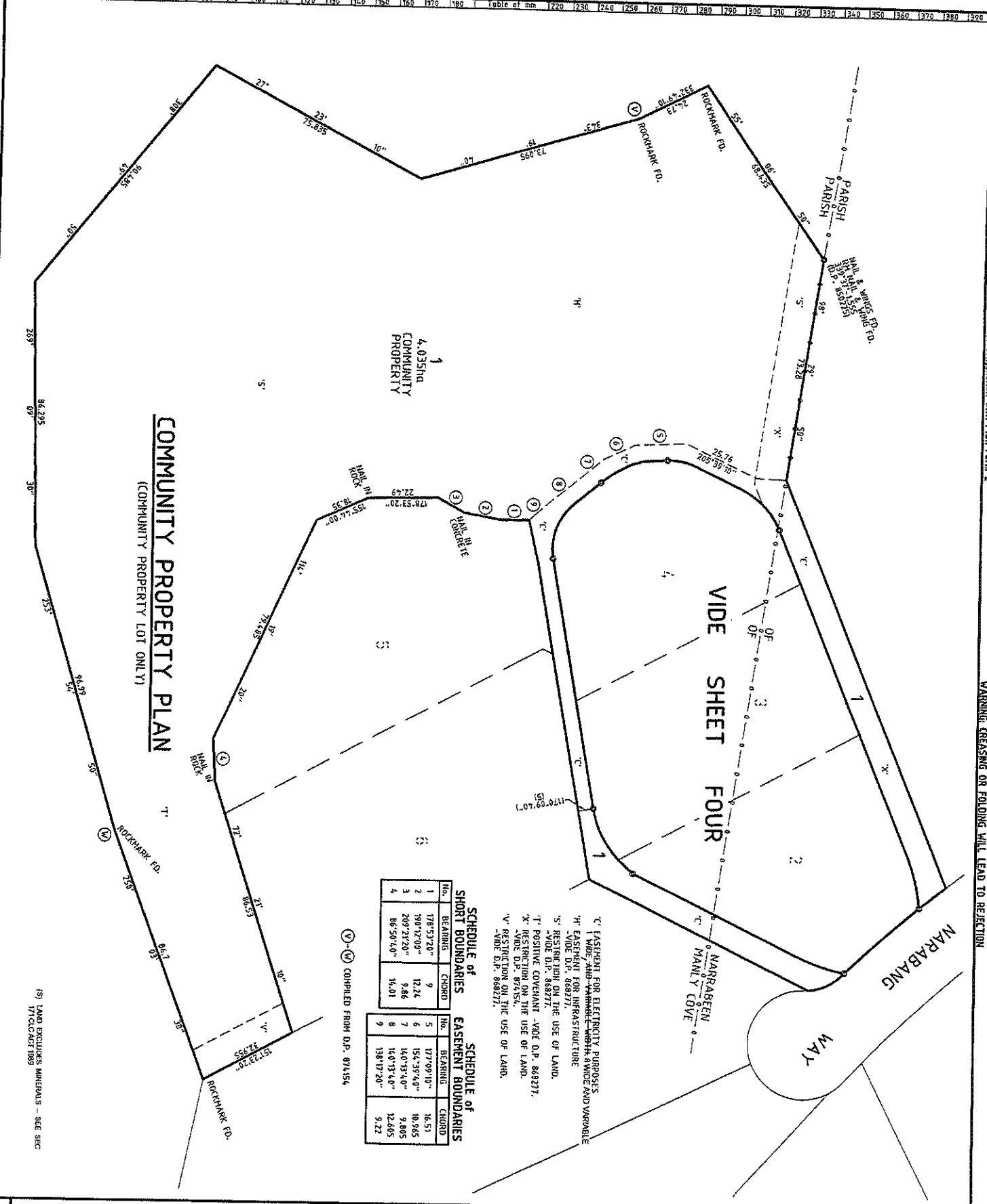


Registered
 DP270341
 MR 3-11-2003
 This is sheet 4 of my plan in 6 sheets
 dated 10th FEBRUARY 2003.
 Surveyor registered under Surveyors Act 1992
 This is sheet 4 of the plan of 6 sheets
 as shown by my certificate No. 10000
 of 20.02.2003
 A. O'Brien
 General Manager/Authorized Person
 For the whole space is reserved in my plan in Form 1

(R) RESTRICTION ON THE USE OF LAND - WIDE DRIVEWAY
 (S) LAND EXCLUDES MINERALS AND SUBSURFACE RIGHTS AND CONDITIONS IN FAVOR OF THE CROWN - SEE CROWN GRANT(S)
 (T) BENEFIT BY EASEMENT FOR ACCESS MANAGEMENT - DP 60013 POSITIVE COVENANT - WIDE DRIVEWAY
 (U) LAND EXCLUDES MINERALS - SEE SEC 17(1) CLC ACT 1989
 (V) RESTRICTION ON THE USE OF LAND - WIDE DRIVEWAY (NUMBERED I) IN THE REG
 438
 Maximum Ratio 1:600
 SURVEYOR'S REFERENCE 4/6/130/1

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE of SHORT BOUNDARIES

No.	BEARING	CHORD
1	178°53'20"	9
2	190°12'00"	12.24
3	209°21'20"	9.86
4	86°50'40"	14.01

SCHEDULE of EASEMENT BOUNDARIES

No.	BEARING	CHORD
5	177°09'10"	16.53
6	152°39'40"	10.865
7	140°13'40"	9.805
8	146°19'40"	12.605
9	138°17'20"	9.272

Ⓢ EASEMENT FOR ELECTRICITY PURPOSES
 Ⓢ EASEMENT FOR FISHING PURPOSES
 Ⓢ EASEMENT FOR PROXIMITY
 Ⓢ RESTRICTION ON THE USE OF LAND
 Ⓢ WIDE D.P. 868277
 Ⓢ POSITIVE COVENANT - WIDE D.P. 868277
 Ⓢ RESTRICTION ON THE USE OF LAND
 Ⓢ WIDE D.P. 874154
 Ⓢ RESTRICTION ON THE USE OF LAND
 Ⓢ WIDE D.P. 868277

Ⓢ Ⓢ COMPILED FROM D.P. 874154

Plan Drawing only to appear in this space

Registered DP270341 MS 3-11-2009*
 This is plan 5 of the Plan in 6 sheets
 dated 10th FEBRUARY 2003.
 Survey registered with Surveyor No. 199
 This is sheet 5 of the Plan No. 20314
 of 20 x 3000
 General Manager/Authorized Person
 For use where space is insufficient in any point on this
 Form 2
 Release date 1800
 SURVEYOR'S REFERENCE: 4.6/130/1

~~SCHEDULE OF UNIT ENTITLEMENT
 (INITIAL SCHEDULE)~~

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	SP75054
2	17	SP75054
3	19	SP75054
4	13	
5	19	SP76928
6	32	
TOTAL	100	

HISTORICAL FILE:

SEE ADMINISTRATION SHEET 2 (DOC.A)

Plan Drawing only to appear in this space

DP270341

Registered: MS 3-11-2007

This is sheet 6 of my plan of 6 sheets dated 01/15/2003

A. O'Brien

Surveyor registered under Surveyors Act 1991
 This is sheet 6 of the plan of 6 sheets dated 01/15/2003

Special Manager/Authorized Person

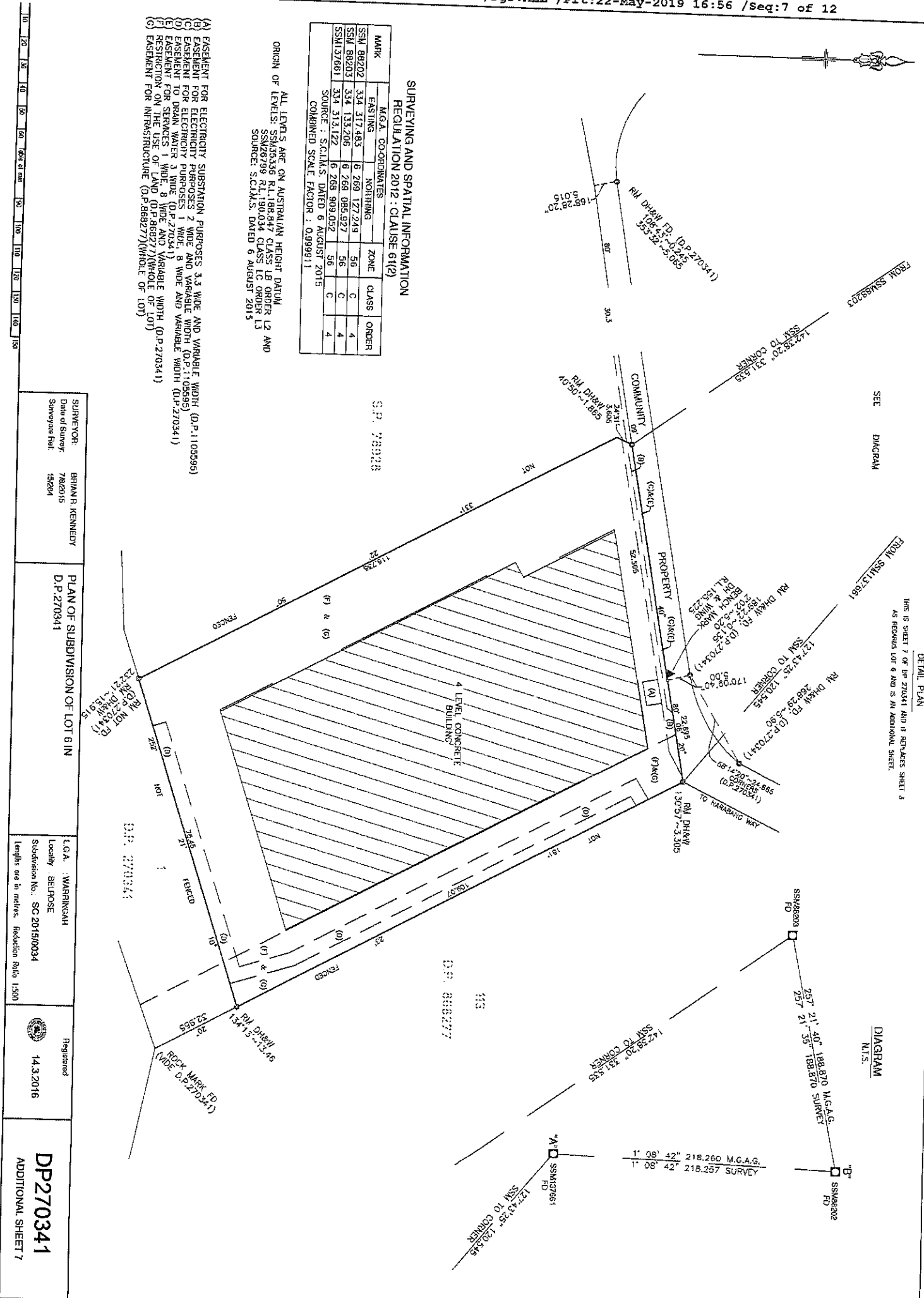
For each sheet space is provided in any panel on Plan Form 3

This sheet shows an initial schedule for the community scheme which is liable to be offered as the scheme is developed or on completion of the scheme in accordance with the provisions of the Community Land Development Act 1999. Subsequent changes will be recorded on a numbered sheet 46A, 48 etc. as the circumstances require.

I, *Anthony Dwyer*
 of *200/202, ...*
 being a registered person under the Valuers Registration Act 1991 (Cape Verde) and the Valuers Registration Act 1991 (Cape Verde) do hereby certify that the unit entitlements shown on this sheet are based upon valuations made by me on *21 May 2003*
 SIGNATURE: *[Signature]*
 DATE: *21 May 2003*

Reduction Rate 1
 SURVEYOR'S REFERENCE: 46/130/1

WARNING: GREASING OR FOLDING WILL LEAD TO REFLECTION



SURVEYING AND SPATIAL INFORMATION
REGULATION 2012 : CLAUSE 61(2)

MARK	MGA COORDINATES	ZONE	CLASS	ORDER
SSM 89202	334 317.483	6 269	127.249	5
SSM 89203	334 133.206	6 269	085.927	5
SSM 37681	334 313.122	6 269	899.052	5
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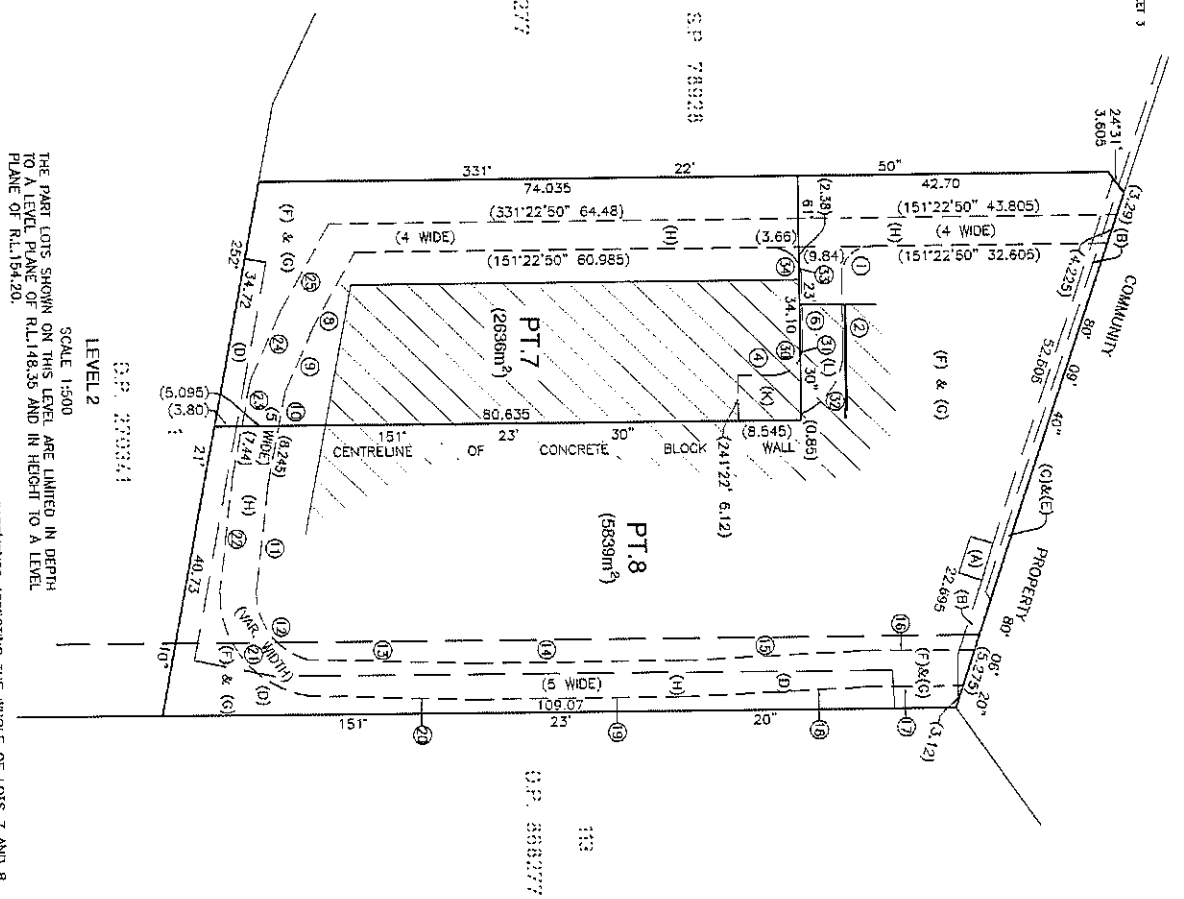
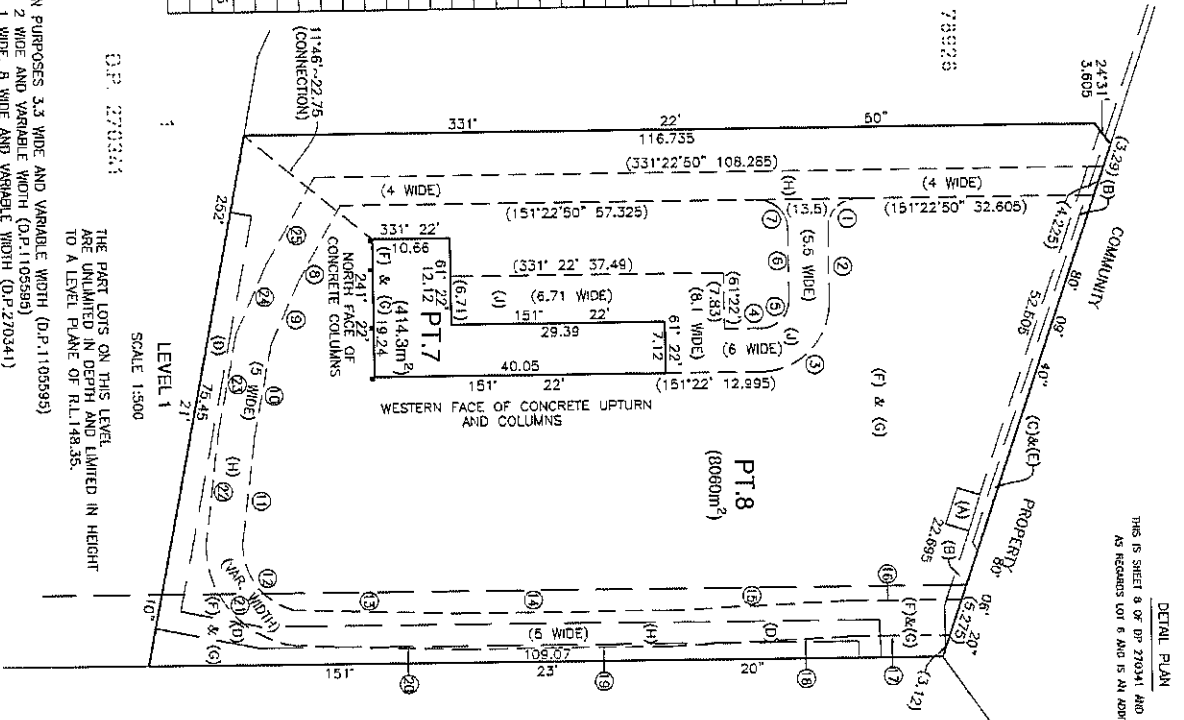
ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS: SSM89202 R.L. 188.847 CLASS 1E ORDER 12 AND
SSM89203 R.L. 188.847 CLASS 1E ORDER 13
SOURCE: S.C.L.M.S. DATED 6 AUGUST 2015

- (A) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 3.3 WIDE AND VARIABLE WIDTH (D.P. 1105595)
- (B) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH (D.P. 1105595)
- (C) EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE AND VARIABLE WIDTH (D.P. 1105595)
- (D) EASEMENT TO DRAIN WATER 3 WIDE (D.P. 270341)
- (E) EASEMENT FOR SERVICES 1 WIDE, 8 WIDE AND VARIABLE WIDTH (D.P. 270341)
- (F) RESTRICTION ON THE USE OF LAND (D.P. 88827) (WHOLE OF LOT)
- (G) EASEMENT FOR INFRASTRUCTURE (D.P. 88827) (WHOLE OF LOT)

SURVEYOR: BRIAN H. KENNEDY		PLAN OF SUBDIVISION OF LOT 6 IN		L.G.A.: WARRINGAH		Registered		DP270341	
Date of Survey: 7/8/2015		D.P. 270341		Locality: BELROSE		14.3.2016		ADDITIONAL SHEET 7	
Surveyors Ref: 15784				Subdivision No.: SC 2015/0034		Lengths are in metres. Reduction Ratio 1:500			

SCHEDULE OF SHORT LINES

LINE	BEARING & DISTANCE	RADIUS	ARC
1	106°22'30" 5.653	4.00	6.285
2	61°22' 10.448		
3	106°22' 13.435	9.50	14.925
4	331°22' 4.895		
5	286°22' 6.655	4.00	6.285
6	241°22' 9.98		
7	186°22'30" 5.665	4.00	6.285
8	90°37'40" 11.88		
9	85°56' 9.76		
10	72°32' 13.16		
11	68°29'30" 14.58		
12	29°20' 11.955	9.19	13.02
13	333°17'30" 23.125		
14	331°17'45" 28.41		
15	328°52'15" 24.34		
16	331°30'40" 16.815		
17	151°30'40" 14.015		
18	148°02'15" 24.33		
19	151°17'45" 28.605		
20	151°17'30" 22.78		
21	200°47'45" 18.805	14.085	20.59
22	248°29'30" 15.905		
23	267°32' 13.905		
24	265°36' 10.555		
25	270°37'40" 13.885		
26	298°24'10" 4.355	4.00	4.80
27	253°24' 1.67	4.00	1.88
28	95°04' 10.545	9.50	11.175
29	228°26' 1.655	4.00	1.665
30	184°26' 4.365	4.00	4.615



- (A) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 3.3 WIDE AND VARIABLE WIDTH (O.P.11005993)
- (B) EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AND VARIABLE WIDTH (O.P.11005993)
- (C) EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE, 8 WIDE AND VARIABLE WIDTH (O.P.11005993)
- (D) EASEMENT FOR DRAIN WATER 3 WIDE (O.P.270341)
- (E) EASEMENT FOR SERVICES 1 WIDE, 8 WIDE AND VARIABLE WIDTH (O.P.270341)
- (F) RESTRICTION ON THE USE OF LAND (O.P.868277)(WHOLE OF LOT)
- (G) EASEMENT FOR INFRASTRUCTURE (O.P.868277)(WHOLE OF LOT)
- (H) RIGHT OF CARRIAGEWAY 4 WIDE, 5 WIDE AND VARIABLE WIDTH
- (I) RIGHT OF CARRIAGEWAY 5.5, 6, 6.71 8.1 WIDE AND VARIABLE WIDTH UNLIMITED IN DEPTH
- (J) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO A LEVEL PLANE AT R.L.148.35
- (K) RIGHT OF CARRIAGEWAY 5.5 WIDE AND VARIABLE WIDTH LIMITED IN DEPTH TO A LEVEL PLANE AT R.L.148.35 AND LIMITED IN HEIGHT TO A LEVEL PLANE AT R.L.154.2

THE PART LOTS ON THIS LEVEL ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A LEVEL PLANE OF R.L.148.35.

SCALE 1:500

DATE: 27/03/11

NOTES: SURVEY INFORMATION SEE SHEET 1, 2. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

THE PART LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO A LEVEL PLANE OF R.L.148.35 AND IN HEIGHT TO A LEVEL PLANE OF R.L.154.20.

SCALE 1:500

DATE: 27/03/11

EASEMENTS AFFECTING THE WHOLE OF LOTS 7 AND 8

1. EASEMENT FOR SERVICES
2. EASEMENT FOR FUTURE SERVICES
3. EASEMENT FOR SUPPORT AND SHELTER
4. EASEMENT FOR EMERGENCY EGRESS
5. RIGHT OF ACCESS TO PLANT ROOMS
6. EASEMENT TO DRAIN WATER
7. EASEMENT FOR CARPARK VENTILATION

SURVEYOR: BRIAN J. KENNEDY
Date of Survey: 7/8/2015
Surveyor Ref: 15284

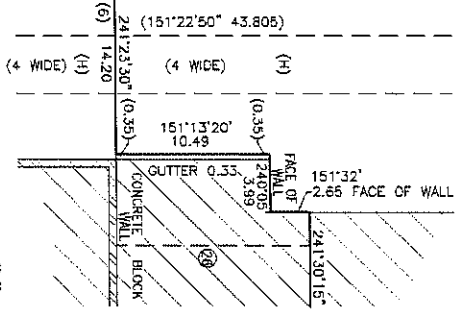
PLAN OF SUBDIVISION OF LOT 6 IN
D.P.270341

L.G.A.: WARRINGAH
Locality: BELFOSSE
Subdivision No.: SC 20150034
Lengths are in metres. Reduction Ratio 1:500

Registered
14.3.2016

DP270341
ADDITIONAL SHEET 8

DIAGRAM
SCALE 1:250

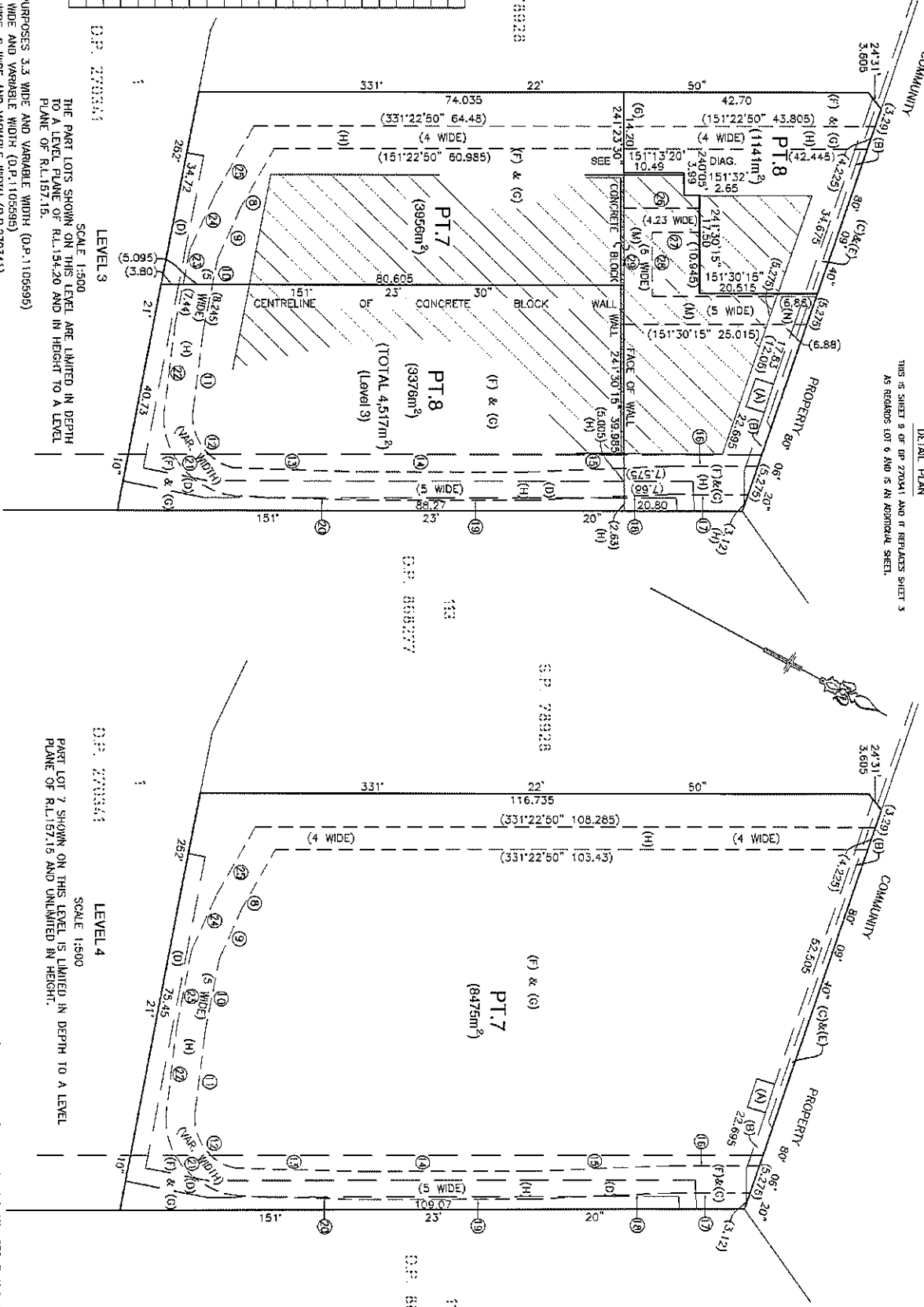


SCHEDULE OF SHORTLINES

LINE	BEARING & DISTANCE	RADIUS	ARC
1	90°37'40" 11.88		
2	85°36' 9.76		
3	73°32' 13.16		
4	68°28'30" 14.58		
5	28°20' 11.955	9.19	13.02
6	33°17'30" 23.125		
7	33°17'45" 28.41		
8	32°52'15" 24.34		
9	33°30'40" 15.815		
10	15°13'04" 14.015		
11	148°52'15" 24.33		
12	15°17'45" 28.605		
13	15°17'30" 22.78		
14	200°47'45" 18.805	14.085	20.59
15	248°29'30" 15.905		
16	287°32' 13.905		
17	265°36' 10.555		
18	270°37'40" 13.885		
19	33°30'15" 13.23		
20	15°13'01" 11.42		
21	61°30'15" 20.63		

SCALE 1:500
THE PART LOTS SHOWN ON THIS LEVEL ARE LIMITED IN DEPTH TO A LEVEL PLANE OF R.L.154.20 AND IN HEIGHT TO A LEVEL PLANE OF R.L.157.15

SCALE 1:500
PART LOT 7 SHOWN ON THIS LEVEL IS LIMITED IN DEPTH TO A LEVEL PLANE OF R.L.157.15 AND UNLIMITED IN HEIGHT.



NOTES:
1. FOR SURVEY INFORMATION SEE SHEET 1.
2. ALL LEVELS ARE ON AUSTRALIAN HEIGHT DATUM.

- EASEMENTS AFFECTING THE WHOLE OF LOTS 7 AND 8
1. EASEMENT FOR SERVICES SERVICES
 2. EASEMENT FOR SERVICES SERVICES
 3. EASEMENT FOR SUPPORT AND SHELTER
 4. EASEMENT FOR EMERGENCY EGRESS
 5. RIGHT OF ACCESS TO PLANT ROOMS
 6. EASEMENT TO DRAIN WATER
 7. EASEMENT FOR CARPARK VENTILATION

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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DATE OF SURVEY: 7/8/2016
SURVEYOR: BRIAN R. KENNEDY
SURVEYOR REF: 45284

PLAN OF SUBDIVISION OF LOT 6 IN

LOCALITY: WARRINGAH
SUBDIVISION NO.: SC 2015/0034

REGISTERED
14.3.2016

ADDITIONAL SHEET 9


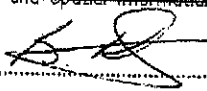
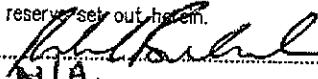
PLAN FORM 6(2013)

WARNING: Creasing or folding will lead to rejection

ePlan


DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 Sheet(s)

Registered:  14.3.2016 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP270341</h1> (DOC.A)
PLAN OF SUBDIVISION OF LOT 6 IN D.P.270341	L.G.A.: WARRINGAH Locality: BELROSE Parish: MANLY COVE County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File No.: Office:	Survey Certificate I, <u>BRIAN ROBERT KENNEDY</u> <u>WATSON BUCHAN SURVEYORS</u> of, <u>PO BOX 176, CARINGBAH, 1495</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on <u>7/8/2015</u> . *(b) The part of the land shown in the plan (being/excluding) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012 Signature:  Dated: <u>7/8/15</u> Surveyor ID: <u>7524</u> Datum Line: <u>'A'-'B'</u> Type: *Urban/*Rural The terrain is *Level/Undulating/*Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the plan.
Subdivision Certificate I, <u>ROBERT BARBUTO</u> *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 no: <u>N/A</u> Consent Authority: <u>WARRINGAH COUNCIL</u> Date of endorsement: <u>29/10/15</u> Subdivision Certificate no: <u>SC 2015/0034</u> File no. <u>DA 2015/0681</u> *Strike through if inapplicable.	Plans used in preparation of survey/compilation. D.P.270341 D.P.868277 D.P.1105595 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 15/264
Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land, Signatures, Seals and Section 88b Statements should appear on PLAN FORM 6A	(Empty space for signatures and seals)

PLAN FORM 6D(2012)(Community annexure) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 Sheet(s)

Registered:  14.3.2016 Office Use Only Office Use Only

PLAN OF SUBDIVISION OF LOT 6 IN
D.P.270341

DP270341

(DOC.A)

Subdivision Certificate No.: SC 2015/0034
Date of Endorsement: 29/10/15

Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A.

Name of Development (Optional)

Address for Service of Notices

WARNING STATEMENT (Approved Form 7)
 This document shows an initial schedule of entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 Community Land Development Act 1989.
 Any changes will be recorded in a replacement schedule.

VALUER'S CERTIFICATE (Approved Form 9)
 I, James Popovic
 of Knight Frank Valuations
 being a Valuer registered under the Valuers Registration Act 1975, certify that:
 *(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on 21 October 2015

UPDATE NOTE (Approved Form 8)
 This document contains an *updated/*revised Schedule of Unit Entitlements and replaces the existing schedule registered on 03/11/2003
 *Strike through if inapplicable.
 ^Insert registration date of previous schedule.

*(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on 21 October 2015 being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.
 Signature: [Signature] Dated: 14/12/15
 *Strike through if inapplicable.
 ^Insert date of valuation.

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY	
2	17	SP 75054
3	19	SP 75054
4	13	SP 92717
5	19	SP 78928
6	SUBDIVIDED INTO LOTS 7 & 8	SEE SHEETS 7,8 & 9
7	22	SP93058
8	10	
TOTAL	100	

If space is insufficient use annexure sheet-PLAN FORM 6A

Surveyor's Reference: 15/264

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 Sheet(s)

Registered:  14.3.2016

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 6 IN
D.P.270341

DP270341

(DOC.A)

Subdivision Certificate No. SC 2015/0034

Date of Endorsement: 29/10/15

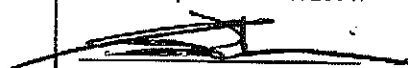
This sheet is for the provision of the following information as required:
* A schedule of lots and addresses - See 60(c) SSI Regulation 2012
* Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919
* Signatures and seals - see 195D Conveyancing Act 1919
* Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT 1 No.25 NARABANG WAY, BELROSE, 2085.
LOT 2 No.27 NARABANG WAY, BELROSE, 2085.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR SERVICES (WHOLE OF LOT)
2. EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)
3. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
4. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
5. RIGHT OF ACCESS TO PLANT ROOMS (WHOLE OF LOT)
6. EASEMENT TO DRAIN WATER (WHOLE OF LOT)
7. EASEMENT FOR CARPARK VENTILATION (WHOLE OF LOT)
8. RIGHT OF CARRIAGEWAY 4 WIDE, 5 WIDE AND VARIABLE WIDTH (H)
9. RIGHT OF CARRIAGEWAY 5.5, 6, 6.71 8.1 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (J)
10. RIGHT OF CARRIAGEWAY 5.5 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM (L)
11. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (K)
12. RIGHT OF CARRIAGEWAY 4.23 AND 5 WIDE LIMITED IN STRATUM (M)
13. RIGHT OF CARRIAGEWAY 5 WIDE LIMITED IN STRATUM (N)

Executed by Bricktop Trumen No.6 Pty Ltd by
its authorised officers pursuant to section 127
of the Corporations Act 2001:


Samuel Paul Allen (Director)


Michael Balkin (Director)


SIOBHAIN DUNLOP
ASSOCIATE DIRECTOR
NAB Corporate Property NSW

Executed by Bricktop Trumen No.7 Pty Ltd by
its authorised officers pursuant to section 127
of the Corporations Act 2001:


Samuel Paul Allen (Director)


Michael Balkin (Director)


SIOBHAIN DUNLOP
ASSOCIATE DIRECTOR
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet.

SURVEYOR'S REFERENCE: 15/264

DP270341

COMMUNITY LAND DEVELOPMENT APPROVED FORM 28

Approved Form 28

Community Land Development Act 1989

Community Land Management Act 1989

COMMUNITY MANAGEMENT STATEMENT

WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These By-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by a unanimous resolution of the community association (see s 17(2) Community Land Management Act 1989).

1. No improvements can be used or occupied otherwise than for commercial and/or light industrial purposes.
2. a) Warringah Council approved this development by approving of the development in Development Application no 2001/738 DA.
b) Any alteration or addition to the buildings constructed on any lot within the Scheme, including any signage, will require development consent from Warringah Council and building consent as prescribed in the *Environmental Planning and Assessment Act 1979*.
3. The proprietor or occupier of a lot must not, except with the approval of the community association, construct, install or maintain on or in a lot anything which can be seen from outside the lot and which, in the reasonable opinion of the community association is not in keeping with the building on or the landscaped areas of a lot.
4. a) The proprietor or occupier of a lot must keep the lot including, without limitation, the exterior of the building on the lot, clean and tidy and in good repair and condition.
b) the proprietor or occupier of a lot must carry out all maintenance and repairs to the exterior of the building on the lot in a proper and workmanlike manner to the reasonable satisfaction of the community association and, without limitation, with materials of the same or similar quality as those used in the original construction of the building.

TERMS OF INSTRUMENT NOT
CHECKED IN L.P.I.



DP270341

5. The community association will construct and maintain in a prominent position on the community property an information notice board. Such notice board will be erected in accordance with specifications to be determined in association with the Warringah Council and will be maintained at the cost and expense of the community association.
6. The proprietor of a lot must not construct any improvements on a lot other than in accordance with development approval obtained from Warringah Council.
7. The proprietor of a lot must maintain any improvement on a lot including any stormwater pollution system stormwater detention or sewer pumping station facilities in accordance with the requirements of the approval of Warringah Council to Development Application 2001/738 except where by:
 - a) these by-laws;
 - b) any instrument registered with Land and Property Information of the Department of Land; or
 - c) statute or by requirement of any statutory or regulatory authority,

the Community Association is obliged to maintain such improvement. The provisions of this exception also apply to any stormwater pollution system that replaces or relocates a stormwater pollution system so intended to be maintained by the Community Association.

8. From the date of registration of the Community Plan and provided such matters are considered relevant by the local council, or that the local council is prepared to give any consideration to the existence of this by-law, in any development application for a lot other than Lot 1, no more than that lot's unit entitlement share of the area of Lot 1 shall be claimed as site area and neither a proprietor or occupier nor the Community Association may submit to any consent authority that a lesser share of the area of Lot 1 should be taken into account.

PART 2

RESTRICTED COMMUNITY PROPERTY

These By-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see s 54 Community Land Management Act 1989).

1. Lot 1 comprises restricted property within the community scheme;
2. The proprietors or occupiers of each lot within the community scheme will have the benefit of the use of restricted community property within the Scheme;
3. The terms and conditions of the use of the restricted community property will be as may be determined by the community association from time to time, with the prior consent of Warringah Council, when required;

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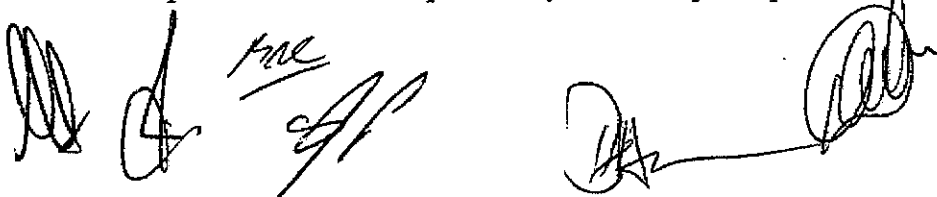
4. The proprietors for the time being of any of the community development lots and all persons authorised by them will have the following rights for the purposes of enabling that proprietor to complete the development of the community parcel in stages and carry out development activities on the community parcel:
 - (a) complete and unrestricted access by foot or motor vehicle over the community property;
 - (b) the right to park motor vehicles and equipment on the community property;
 - (c) the right to place on or attached to community property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) the right to install services on community property;
 - (e) the right to connect services within community property; and
 - (f) the right to attach and place marketing and advertising signs, placards, owners, notices or advertisements on the community property.
5. In the exercise of any rights conferred pursuant to By-law 4, no person may bring onto the community property, any vehicle which uses metal tracks, unless prior written approval for the use of such vehicle has been obtained from Blueprint Developments (Aust) Pty Limited provided always that if Blueprint Developments (Aust) Pty Limited ceases to be a proprietor of any part of the land in the community parcel, then such approval must be obtained from the community association.
6. A proprietor or occupier of a lot must not park or stand any motor or other vehicle upon lot 1.
7. The community association must provide and maintain a tenant/occupier signboard and directory on the community property adjacent to the entry to the development, together with letterboxes for each lot. It will be the responsibility of proprietors or occupiers to regularly clear their letterboxes.

PART 3

MANDATORY MATTERS

1. Open Access Ways or Private Access Ways:

- 1.1 An open access way will be constructed in accordance with the plan included in the community management statement and will be under the control and management of the community association, which will be responsible for its maintenance.
- 1.2 Proprietors or occupiers of a lot cannot permit any visitor to park upon the access way.

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1.3 The Community Association must control and manage and must maintain the roadway within lot 1.

1.4 There are no private access ways.

2. Permitted Uses of and Special Facilities on the community property

A letterbox is provided for each lot and the proprietor of each lot is to maintain his or her own letterbox in a good state of repair.

3. Internal Fencing

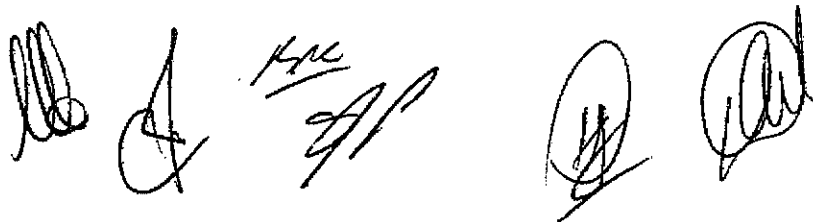
3.1 All future up-keep and maintenance of the fencing will be as follows:

- (a) Fencing, if any, along the boundaries of the community property, that is, lot 1 is to be maintained in a good state of repair by the community association.
- (b) Fencing along each lot boundary is to be maintained in a good state of repair by the proprietor of the lot. If on the common boundary of adjoining lots, excluding lot 1 and any open access way, the cost of maintenance of the fencing is to be borne jointly by the proprietors of the lots sharing that common boundary.
- (c) Subject to By-law 3.1(d) of this PART 3, the community association will not be responsible for the erection or maintenance of any fences located on the common boundary between community property and any development lots or lots in a subsidiary scheme.
- (d) The community association will be responsible for the maintenance of any fences and retaining walls erected around the outside boundary of the community parcel.

4. Garbage

4.1 No garbage is to be deposited on community property.

4.2 Garbage is to be placed in approved trade waste receptacles to be provided by the proprietor of each lot for that lot and to be located in designated places upon each lot in the scheme, apart from any lot comprising community property. Each proprietor or occupier must store refuse in the approved receptacles and must cause such receptacles to be placed at the approved location for clearance by the Authorities not more than twelve (12) hours prior to clearance and must restore the receptacles to their designated location not later than twelve (12) hours following clearance of the said receptacles. Each proprietor or occupier must keep the approved receptacle and its storage area in a clean and tidy state.



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4.3 The proprietor of a lot in the community Plan or in a subsidiary scheme is responsible for the storage and disposal of garbage on the proprietor's lot in accordance with the requirements of Warringah Council or other relevant authority and at no time is unsightly garbage or refuse or unused materials, plant or equipment to be stored or kept on a lot.

5. Services

5.1 Water, sewerage, drainage, electricity and telephone services are supplied by the relevant Authorities. Lots 1, 2, 5 and 6 are affected by an easement for services created by an instrument under Section 88B of Conveyancing Act 1919 in favour of the relevant authorities.

The services for drainage, electricity and telephone are supplied by the relevant authorities to each lot separately. The proprietor of each lot must maintain those services. The services for water to each lot, excluding lot 1, are to be supplied by a lot owner, unless the services for water are supplied by the relevant authority to a lot. There will be no services for water to lot 1.

5.2 By-law 5.1 of this PART 3 can not be amended, varied, repealed or revoked without the express written consent of Sydney Water.

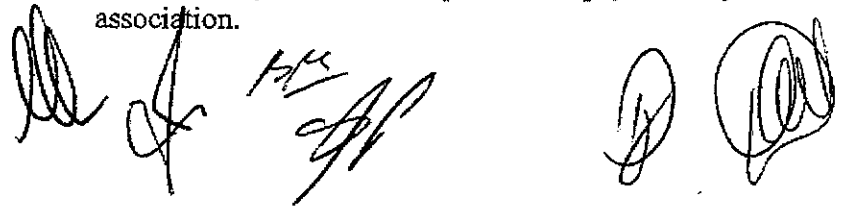
5.3 On installation of a service line a statutory easement will be created over the relevant parts of the community parcel for the provision of services through the parcel.

5.4 The community association will be responsible for the repair and maintenance of service lines unless any requirement for repair or maintenance is the result of an act or omission of the proprietor or occupier of a lot, in which case that proprietor or occupier will be responsible for the cost of any such repair or maintenance. The community association may, if it thinks fit, carry out work required as a result of the act or omission of the proprietor or occupier of a lot and will be entitled to recover the cost of such work from the proprietor.

6. Insurance

6.1 The community association must review, on an annual basis:

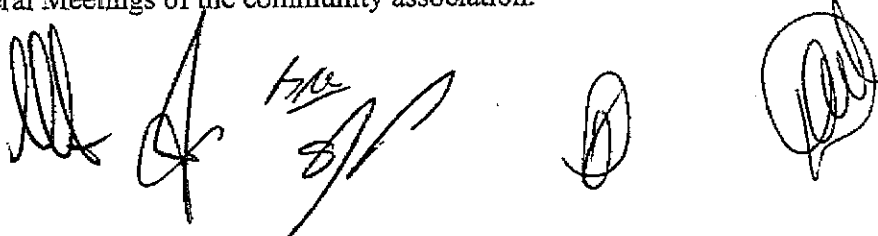
- (a) all insurances effected by it;
- (b) the need for new or additional insurances; and
- (c) the proprietor or occupier of a lot must not, except with the express approval of the community association, do anything that might:
 - (i) void or prejudice insurance effected by the community association; or
 - (ii) increase any insurance premium payable by the community association.



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7. Executive Committee

- 7.1 The Executive Committee of the community association must be established in accordance with division 2 of part 2 of the Community Land Management Act.
- 7.2 The Executive Committee may, subject to By-law 7.7 and By-law 7.8, meet together for the conduct of business, adjourned otherwise regulate its meetings as it thinks fit.
- 7.3 The secretary or the member of the Executive Committee who convenes a meeting must give not less than 72 hours notice in writing to members of the Executive Committee, before the Executive Committee holds a meeting.
- 7.4 The agenda for a meeting must include details of all business to be dealt with at the meeting.
- 7.5 No business may be dealt with at the meeting unless details of the business are set out in the agenda for that meeting.
- 7.6 Meetings must be held within a radius of 1 km from the community parcel.
- 7.7 The secretary or in his absence any member of the Executive Committee must, at the request of not less than one-third of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.
- 7.8 Where;
- (a) By-law 7.3 has been complied with in relation to a meeting;
 - (b) each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted that the meeting; and
 - (c) resolution has been approved in writing by a majority of members of the Executive Committee
- then the resolution will, subject to the provisions of section 38 (3) of the Community Land Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though a meeting was not held.
- 7.9 A proprietor of a lot or, if the proprietor is a corporation, the nominee of the Corporation, may attend a meeting but that person may not address the meeting unless authorised by resolution of the Executive Committee.
- 7.10 Minutes of the meetings must be kept properly and held with the minutes of the General Meetings of the community association.



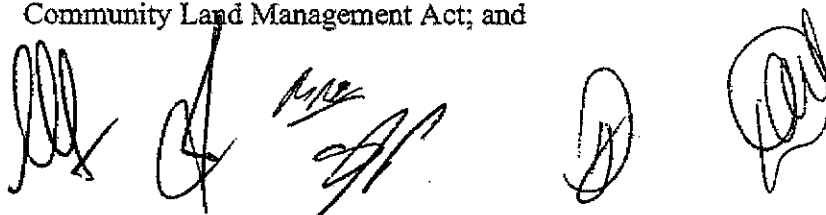
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7.11 The functions of the secretary include:

- (a) preparing and distributing minutes of meetings of the community association and the Executive Committee;
- (b) giving, on behalf of the community association and the Executive Committee, notices required to be given under the Community Land Management Act;
- (c) maintaining the community association roll;
- (d) supplying certificates in accordance with clause 2 of schedule 1 to the Community Land Management Act;
- (e) answering communications addressed to the community association or the Executive Committee;
- (f) convening meetings for the Executive Committee and the community association (other than the First Annual General Meeting);
- (g) performing administrative or secretarial functions on behalf of the community association;
- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under Part 3 of Schedule 1 to the Community Land Management Act.

7.12 The Functions of the treasurer include:

- (a) the Functions are set out in Section 38 (1) and (2) of the Community Land Management Act;
- (b) notifying proprietors of lots and Subsidiary Bodies of any contributions levied under the Community Land Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the community association;
- (d) preparing any certificates applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of Schedule 4 to the Community Land Management Act;
- (e) keeping prescribed accounting records under clause 10 of schedule 1 to the Community Land Management Act;
- (f) preparing Financial Statements under Clause 11 of Schedule 1 to the Community Land Management Act; and



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- (g) notifying proprietors of lots and Subsidiary Bodies of any contributions levied under the management statement and collecting such contributions.
- 7.13 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of the functions.
- 7.14 No member of the Executive Committee will be liable for any loss or damage incurred by reason of an act done in his capacity as a member of the Executive Committee, excepting for fraud or negligence on the part of that member.

PART 4

OPTIONAL MATTERS

1. Keeping of Animals

The proprietor or occupier of a lot must not, without the consent of the Committee Association, keep an animal on a lot or any other part of the community parcel.

2. Notwithstanding By-law 1 of this PART 4:

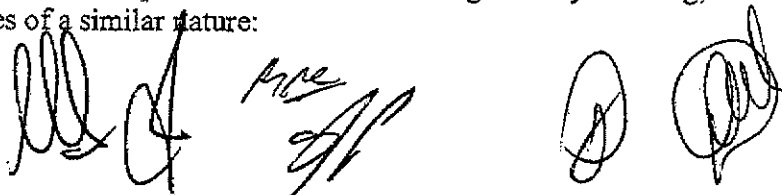
- 2.1 a completely or partially blind proprietor or occupier of a lot may keep a dog used as a guide on a lot; and
- 2.2 a completely or partially blind person may use a dog as a guide on a lot or any other part of the community parcel.

3. Where a proprietor or occupier of a lot or any person who is on the community parcel with its consent (express or complied) brings or keeps an animal on the lot or on any other part of the community parcel, the proprietor or occupier is:

- 3.1 liable to the proprietors and occupiers of other lots and all other persons lawfully on the community parcel for any noise which is disturbing to an extent which is unreasonable and for damages to or loss of property or injury to any person caused by the animal; and
- 3.2 responsible for cleaning up after the animal has used any part of another lots or any other part of the community parcel.
- 3.3 The liability and responsibility imposed on the proprietors and occupiers of lots by By-law 3 of this PART 4 exists notwithstanding that the proprietor or occupier has obtained the approval of the community association to keep an animal on a lot or any part of the community parcel.

4. Laundry

The proprietor or occupier of a lot must not hang out any washing, towels, clothing or other articles of a similar nature:

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4.1 on the outside of the building on a lot or the outside of the building containing a lot; or

4.2 on any other part of a lot other than that designated by the community association from time to time for the purpose.

5. Safety and Security Measures

The proprietor or occupier of a lot must not, except with the approval of the community association, use or store on a lot or any other part of the community parcel any inflammable chemical liquid or gas or other inflammable material contrary to the provisions of any law, regulation, by-law or town planning scheme from time to time in force.

6. Noise Control

A proprietor or occupier of any lot in the community parcel must ensure that the level of any noise from or generated by activities carried on the lot will not be unreasonable and will not interfere with the use and enjoyment of other proprietors of their lots.

7. Trading Activity

The community association may do anything on a lot which should have been done by the proprietor or occupier of a lot under the By-laws or which has not been done or has not been done properly.

8. Statutory Easements

It is intended to create the statutory easements shown on the community plan diagram.

9. On Going Service Contracts

The community association for the benefit of the owners of lots in the community parcel may enter into service contracts for the care, maintenance, control, security, repair, upkeep or renewal of community property or services.

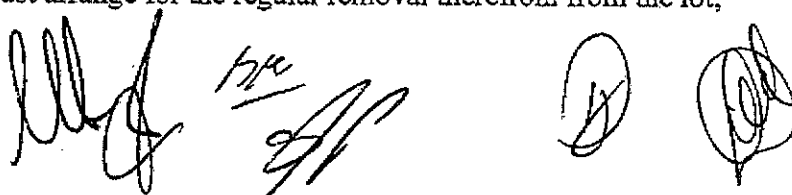
10. Access Ways

Any access ways for community property are as shown on the plan attached to the community management statement.

11. Other matters

11.1 The proprietor or occupier of a lot must:

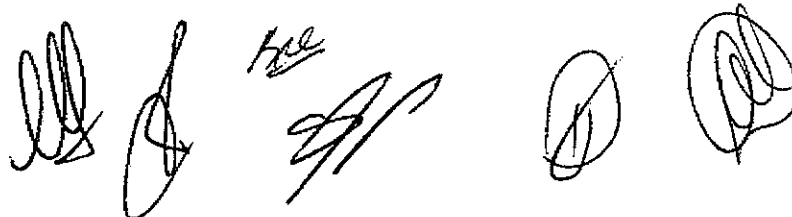
- (a) cause the lot to be kept clean and free from debris and rubbish and must store all rubble, trade waste, trash and rubbish in proper receptacles and must arrange for the regular removal therefrom from the lot;

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- (b) except with the written consent of the Blueprint Developments (Aust) Pty Limited, provided always that if Blueprint Developments (Aust) Pty Limited ceases to be the proprietor of any part of the land in the community parcel, then with the written consent of the community association (and in both cases such consent must not be unreasonably withheld), ensure that receptacles used for the storage of trade waste, trash and garbage are not at any time stored or placed upon any car parking area or upon the community property;
 - (c) not place any trade waste, trash or garbage in the receptacle of the proprietor or occupier of any other lot, except with the permission of that proprietor or occupier;
 - (d) promptly remove any thing, which may have been spilt from the receptacle due in the removal of its contents and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (e) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the lot.
- 11.2 A proprietor or occupier of a lot must not park a vehicle, trailer, caravan or boat on any part of the community property.
- 11.3 A proprietor whose lot is the subject of a lease or licence agreement must provide the lessee or licensee with a copy of this management statement and must take all reasonable steps including, without imitation, any action available to him under a lease or licence agreement to ensure that the lessee or licensee of a lot and any person on the community parcel with the consent (express or implied) of the lessee or licensee complies with the By-laws.
- 11.4 A proprietor or occupier of a lot must take all reasonable steps to ensure that a person authorised by it to enter on to the community parcel complies with the By-laws.
- 11.5 if the community association exercises its rights under By-law 7 of this PART 4, then for so long as it is necessary and at the cost of the proprietor or occupier of a lot, the community association and persons authorised by it may enter the lot and remain there.
- 11.6 a proprietor or occupier of a lot must comply on time with all requirements and orders of authorities and all laws in connection with a lot and the use or occupation of the lot.
- 11.7 a certificate signed by the community association, its managing agent (if any) or the secretary about a matter or a sum payable to the community association in connection with the By-laws is prima facie evidence of the amount or any other factual matter stated in it.

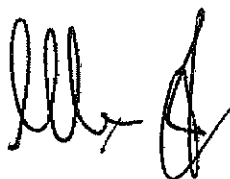
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- 11.8 complaints, notices or applications to or requests for consideration of matters by the community association must be in writing and forwarded to the managing agent of the community association or the secretary if no managing agent is appointed.
- 11.9 a proprietor or occupier of a lot must not substitute any plants on any lot without the prior approval in writing of the Conservation and Land Management Team of Warringah Council.
- 11.10 any approval, notice or authorisation by the community association under the By-laws must be in writing.
- 11.11 the community association may give unconditionally or conditionally or withhold its approval under the By-laws, in its absolute discretion, unless expressly provided otherwise in the By-laws.
- 11.12 A proprietor or occupier of a lot must not:
- (a) do anything or permit any thing to be done on or in relation to the lot so that:
 - (b) any support or shelter provided by that lot for another lot or community property or any part of it is interfered with;
 - (c) service lines, garbage activities and services are interfered with;
 - (d) except with the approval of the community association obstruct the lawful use of community property and must not use and enjoy the community property in such a manner as to unreasonably interfere with the lawful use and enjoyment of the community property by any other person;
 - (e) deposit or throw upon the community property any rubbish debris, dust, trade waste or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or any person lawfully using the community property;
 - (f) damage the community property, including without limitation, any paved area landscape feature lawn garden tree shrub plant or flower which is part of or situated on the community property; or
 - (g) except with the approval of the community association use for its own purposes any part of the community property.
12. The community association may contract with persons to provide:
- 12.1 management operational maintenance or other services in connection with community property;
- 12.2 services or amenities to the proprietors or occupiers of lots; or

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- 12.3 other services or amenities to association property, common property or the proprietors and occupiers of lots.
13. A proprietor or occupier of a lot must pay or reimburse the community association on demand for the costs, charges and expenses of the community association in connection with the contemplated or actual enforcement or preservation of any rights under the By-laws in relation to the proprietor or occupier.
14. The costs charges and expenses under By-law 12 of this PART 4 will include, without limitation, those expenses including retaining any independent consultant or other person to evaluate any matter of consent and its administration costs in connection with those events.
15. Any thing which a proprietor or occupier of a lot is required to do under these By-laws must be done at the cost of the proprietor or occupier.
16. Except as set out in By-law 1 of PART 5, the community association is not liable for damage or loss of property or injury to any person in on the community Parcel due to any cause other than the negligence or fraud of the community association or any employee or agent of the community association.
17. The community association may make rules relating to the control management operational use and enjoyment of the community parcel including without imitation:
- 17.1 the storage disposal and collection of garbage; and
- 17.2 the use or occupation of a lot where such use or occupation may unreasonably interfere with the use enjoyment or safety of the persons or property situated on other lots or upon association property or where such use could have the effect of rendering void or voidable any insurance in respect of association property or property on other lots;
18. The community association may at any time add to or alter these rules.
19. Such rules will bind a proprietor, occupier, mortgagee in possession and lessee of a lot and each subsidiary body.
20. A proprietor or occupier of a lot must comply with the terms of any notice displayed on community property by the community association, a service provider or any other relevant authority.
21. A proprietor or occupier of a lot must not directly or indirectly instruct agents employees or contractors of the community association unless authorised to do so by the community association.
22. An approval notice or authorisation by the community association under the By-laws must be in writing.

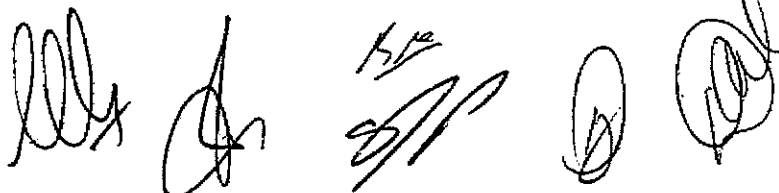


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PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITY

1. **Sydney Water:**
 - 1.1 Sydney Water will at all times have full and free right to enter in, over and upon community property with or without vehicles, plant and equipment for the purposes of access to its works and the exercise of rights in relation to its works.
 - 1.2 This By-law in no way derogates or reduces the rights, powers and authorities of Sydney Water at law or otherwise.
 - 1.3 This By-law will prevail in the event of any inconsistency with the provisions of other By-laws contained in this management statement.
 - 1.4 This By-law must not be amended, varied or revoked without the written consent of Sydney Water.



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SIGNATURES, CONSENTS AND APPROVALS

DATED 1st day of OCTOBER 2003

*Signature/*seal of developer/*developer's authorised agent [Signature]

*Signature of witness [Signature] 20 .. BPC Ollis & CIPalmer
John A. McEvoy
MEMORIS

Name, address and occupation of witness JIM KOUTSOULAKIS
CI - O'BRIEN PALMER
L4, 23-25 HUNTER ST
SYDNEY NSW 2000
CORPORATE RECOVERY ACCOUNTANT

CERTIFICATE OF APPROVAL

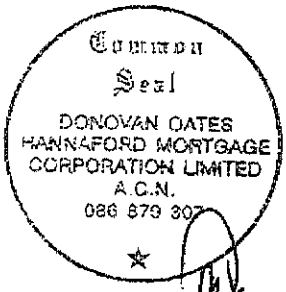
It is certified:

- (a) that the consent authority has approved of the development described in Development Application No 2001/788; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date 26/9/03

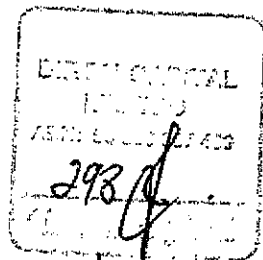
WARRINGAH COUNCIL
[Signature]
Authorised Person

Signature on behalf of consent authority



[Signature]
P.F. Hannaford
Director / Secretary

[Signature]
D.A. Viney
Director



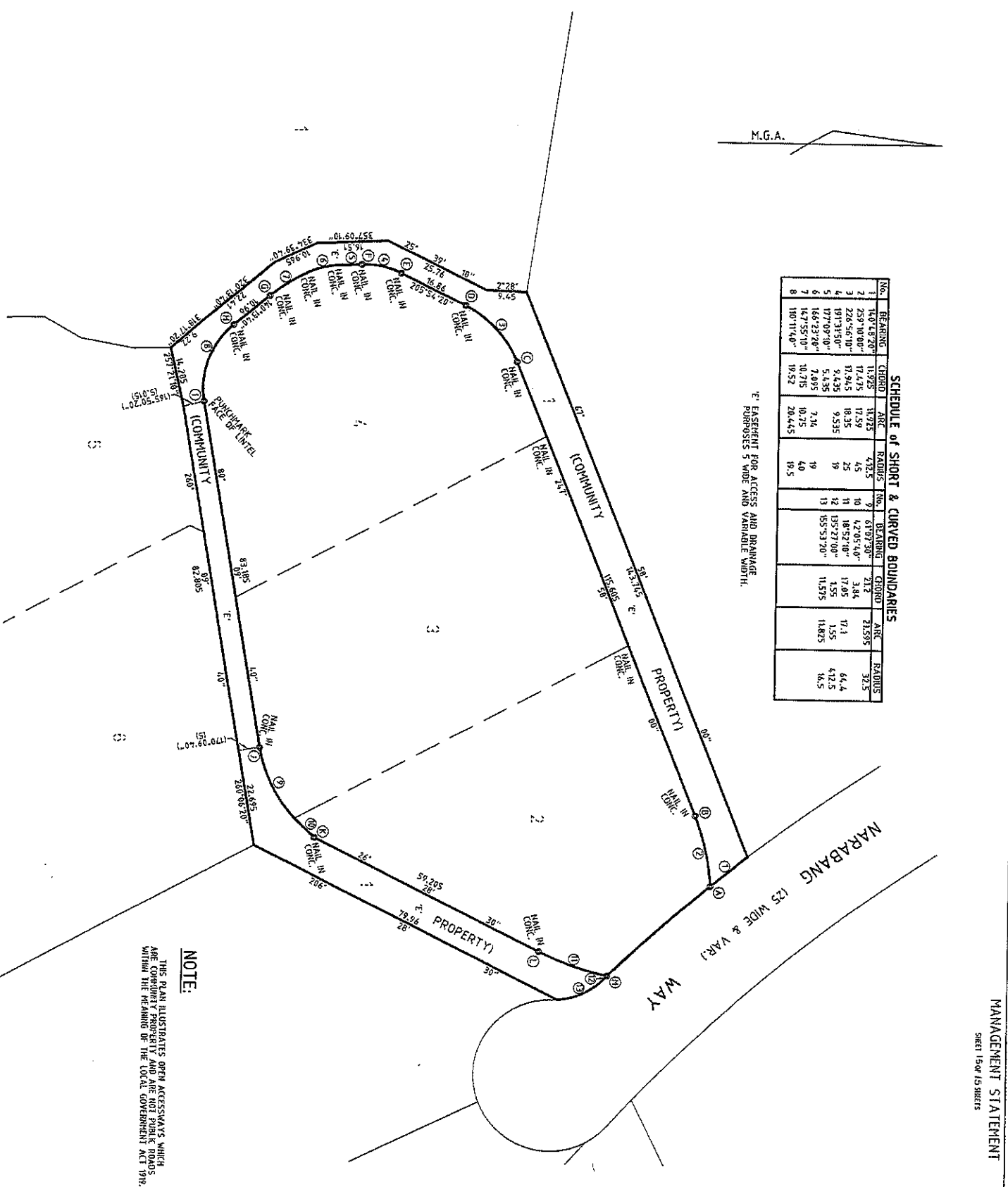
[Signature]
George Sow Director

[Signature]
Secretary John P. de Gouveia

TERMS OF INSTRUMENT NOT CHECKED IN L.P.I.



SURVEYOR'S REFERENCE: 46/130/1



M.G.A.

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	ANG.	DEVIATION	CHORD	ARC	RADIUS
1	140°48'28"	11.925	3.025	422.5	10	13°00'30"	21.2	21.595	32.5
2	229°10'00"	17.475	17.59	4.5	11	10°52'40"	3.84	17.05	64.4
3	226°56'10"	11.945	18.35	25	12	13°52'10"	1.55	17.1	472.5
4	191°31'50"	9.435	9.535	19	13	15°53'20"	11.575	11.825	16.5
5	177°09'10"	5.435	7.095	7.16	19				
6	166°23'20"	7.095	10.275	4.0	19.5				
7	167°55'10"	10.275	20.445						
8	180°11'40"	10.52							

E' EASEMENT FOR ACCESS AND DRAINAGE
 FOR SECS 5 WIDE AND VARIABLE WIDTH.

MANAGEMENT STATEMENT
 SHEET 1504/15 SHEETS

NOTE:

THE PLAN ILLUSTRATES OPEN ACCESSWAYS WHICH ARE CONSIDERED TO BE PUBLIC ROADS WITHIN THE MEANING OF THE LOCAL GOVERNMENT ACT 1979.

SCHEDULE OF REFERENCE MARKS

No.	REFERENCE	TYPE
A	74°28'-04.835	DH&W
B	34°15'-21.1835	DH&W
C	63°10'-27.73	DH&W
D	85°57'-10.32	DH&W
E	216°20'-04.15	DH&W
F	217°07'-48.06	DH&W
G	217°34'-0.31	DH&W
H	219°29'-8.16	DH&W
I	285°08'-02.35	DH&W
J	231°00'-11.41	DH&W
K	277°47'-0.245	DH&W
L	81°08'55"-11.23	DH&W
M	108°13'-0.245	DH&W
N	109°27'-13.5885	DH&W
O	42°02'-5.793	DH&W
P	88°06'-0.895	DH&W
Q	226°29'-5.9	DH&W
R	279°31'-0.07	DH&W
S	82°08'31"-6.365	DH&W
T	16°52'-6.715	DH&W
U	252°02'-13.57	DH&W

AN

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Registered: 3-11-2003

PLAN
**ILLUSTRATING ACCESSWAY WITHIN
 A SUBDIVISION OF LOT 111
 IN D.P. 874154**

This is sheet 1 of the works/access way plan
 Prepared by me in 1 sheets.
 Name: ANTHONY MICHAEL ATKINS
 Qualification: REGISTERED SURVEYOR
 Signed:
 Dated: 10th FEBRUARY 2003



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COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	3-11-2003	6	12
Document 2	14.3.2016	3	16

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
(INCLUDING COVER SHEET)

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

Sheet 1 of 12 sheets

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Subdivision of Lot 111 in DP 874154 covered by
 Subdivision Certificate

No 10526 of 20.2.2003

Full name and address of the owner of the land:

Blueprint Developments (Aust) Pty Ltd ACN 095 072 307
 Po Box 293
 PADDINGTON QLD 4064

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 1 Wide	3 4	1, 2 1, 2, 3

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement to Drain Water 1 Wide and Variable	3 4	1, 2 1, 2, 3

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
3	Easement to Drain Water 3 Wide	6	Warringah Shire Council

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
4	Easement to Drain Water 3 Wide & Variable Width (g)	5	1 - 4 Inclusive, 6

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5	Easement for Electricity Purposes 1 Wide and 8 Wide and Variable Width	1 2 4 5 6	Energy Australia

[Handwritten signatures]

[Handwritten signature: M. Kelly]
[Handwritten signature: J. Palmer]
 Joint Receiver
 & Manager

WARRINGAH COUNCIL
[Handwritten signature]
 Authorised Person

[Handwritten initials: W. J.]
[Handwritten initials]



DP270341

Subdivision of Lot 111 in DP 874154 covered by
 Subdivision Certificate
 No 10526 of 20.2.2003

Full name and address of the owner of the land:

Blueprint Developments (Aust) Pty Ltd
 Po Box 293
 PADDINGTON QLD 4064

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	Easement for Water Supply Purposes 2.5 Wide and Variable Width	1	Sydney Water Corporation

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
7	Easement for Electricity Substation Purposes 2.75 Wide and Variable Width	2	Energy Australia

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	Easement for Access and Drainage Purposes 5 Wide and Variable Width	1	Sydney Water Corporation

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9	Positive Covenant	1	Warringah Shire Council

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10	Restriction on the Use of Land	5	Warringah Shire Council

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
11	Easement for Drainage of Sewage 6 Wide	5 1	1 - 4 Inclusive, 6 2 - 6 Inclusive



[Handwritten signatures]
WARRINGAH COUNCIL
 Authorised Person





DP270341

Subdivision of Lot 111 in DP 874154 covered by
 Subdivision Certificate
 No 10526 of 2008-2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
 Po Box 293
 PADDINGTON QLD 4064

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
12	Easement for Services 1 Wide 8 Wide and Variable Width	2 4 5 6	Every other Lot Every other Lot Every other Lot Every other Lot

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
13	Drainage Easement 3 Wide and Variable Width (w)	5	Sydney Water Corporation

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
14	Positive Covenant	1	Warringah Shire Council

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
15	Positive Covenant	1 and 5	Sydney Water Corporation

Part 2 (Terms)

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 1 in the plan.

Warringah Shire Council

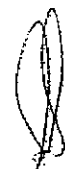
Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 2 in the plan.

Warringah Shire Council

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 3 in the plan.

Warringah Shire Council

[Handwritten signatures and stamps]
WARRINGAH COUNCIL
[Signature]
 Authorised Person



DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10524 of 20-2-2003

Full name and address of the owner of the land:

Blueprint Developments (Aust) Pty Ltd
Po Box 293
PADDINGTON QLD 4064

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 4 in the plan.

Warringah Shire Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 5 in the plan.

1. Full right leave liberty and licence for Energy Australia its agents servants and workmen to lay down erect construct and place repair renew inspect maintain and remove underground electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto under that part of the lot burdened (herein referred to as the "said land") AND ALSO the free and uninterrupted passage of electricity and apparatus thereto appertaining under the said land and the said electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part of parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under or over the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND Energy Australia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under Energy Australia and that Energy Australia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
7. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent prior erect or permit to be erected any structure on above or below the said land.




Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 5 in the plan.

Energy Australia

WARRINGAH COUNCIL

.....
Authorised Person

DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 20-8-2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
Po Box 293
PADDINGTON QLD 4064

Terms of easement, profit à prendre, restriction or positive covenant numbered 6 in the plan.

An Easement for Water Supply Purposes in the terms set out in Part 1 of Memorandum 5736755 filed in the office of Land and Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Access and Drainage Purposes numbered 8 and Positive Covenant numbered 15 in the abovementioned plan.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 6 in the plan.

Sydney Water Corporation

Terms of easement, profit à prendre, restriction or positive covenant numbered 7 in the plan.

1. Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land") for Energy Australia its agents servants and workmen to:
 - 1.1 erect construct and place repair inspect maintain and remove electricity substation premises; and
 - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cable and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
 - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
2. TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
3. AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
4. PROVIDED THAT except where Energy Australia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part of parts of the said land.
5. AND the Registered Proprietor of the lot burdened covenants with Energy Australia it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under or over the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
6. AND Energy Australia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under Energy Australia and that Energy Australia will at its own costs and charge pay for all damage and injury arising to the Registered



DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 20-2-2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
Po Box 293
PADDINGTON QLD 4064

Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.

- 7. AND FURTHER the Registered Proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent prior erect or permit to be erected any structure on above or below the said land.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 7 in the plan.

Energy Australia

Terms of easement, profit à prendre, restriction or positive covenant numbered 8 in the plan.

An Easement for Access and Drainage Purposes in the terms set out in Part 2 of Memorandum 5736755 filed in the office of Land and Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 6 and Positive Covenant numbered 15 in the abovementioned plan.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 8 in the plan.

Sydney Water Corporation

Terms of easement, profit à prendre, restriction or positive covenant numbered 9 in the plan.

The Registered Proprietor of Lot 1 covenants with the Warringah Shire Council (Council) that they will maintain and repair the structure and works on Lot 5 Fourthly referred to in abovementioned plan in accordance with the following terms and conditions:

- I The Registered Proprietor will:
 - i keep the structure and works clean and free from silt, rubbish and debris
 - ii 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
- II 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.
- III By written notice the Council may require the registered proprietors 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.
- IV Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i 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

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WARRINGAH COUNCIL
[Handwritten signature]
 Authorised Person



DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 2008-2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
Po Box 293
PADDINGTON QLD 4064

equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in I hereof.

- ii The Council may recover from the registered proprietor in a Court of competent jurisdiction:
- (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph I 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.
 - (b) Legal costs on an indemnity basis for the 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.

V This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "G" including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 9 in the plan.

Warringah Shire Council

Terms of easement, profit á prendre, restriction or positive covenant numbered 10 in the plan.

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council (hereinafter called "the system").

The registered proprietors covenant with the Warringah Council (Council) that they will not:

- I Do any act, matter of thing which would prevent the structure and works from operating in an efficient manner.
- II 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.
- III This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

WARRINGAH COUNCIL

.....
Authorised Person



DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 20-8-2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
Po Box 293
PADDINGTON QLD 4064

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "G" including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 10 in the plan.

Warringah Shire Council

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 11 in the plan.

Warringah Shire Council

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 12 in the plan.

Warringah Shire Council

Terms of easement, profit à prendre, restriction or positive covenant numbered 13 in the plan.

A Drainage Easement in the terms set out in Part 4 of Memorandum 5736755 filed in the office of Land and Property Information New South Wales.

The terms of this easement are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 6, the Easement for Access and Drainage Purposes numbered 8 and Clauses 3 and 4 of the terms of the Positive Covenant numbered 15 in the abovementioned plan.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 13 in the plan.

Sydney Water Corporation

Terms of easement, profit à prendre, restriction or positive covenant numbered 14 in the plan.

The Registered Proprietor of Lot 1 covenants with the Warringah Shire Council (Council) that they will maintain and repair the structure and works on Lot 5 Eleventhly referred to in abovementioned plan in accordance with the following terms and conditions:

- I The Registered Proprietor will:
 - i 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
- II 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.



[Handwritten signature]
 WARRINGAH COUNCIL
[Handwritten signature]
 Authorised Person



DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10524 of 20.8.2003

Full name and address of the owner of the land: **Blueprint Developments (Aust) Pty Ltd**
Po Box 293
PADDINGTON QLD 4064

- III By written notice the Council may require the registered proprietors 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.
- IV Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- i 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 I hereof.
 - ii The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph I 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.
 - (b) Legal costs on an indemnity basis for the 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.
- V This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the Sewer Pumping Station constructed on the land as set out in the plan annexed hereto and marked with the letter 'P' including all pipes, drains, pumps, walls, pits, tanks, chambers and surfaces designed to collect and convey sewage from the land.

The Act means the Conveyancing Act 1919.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 14 in the plan.

Warringah Shire Council

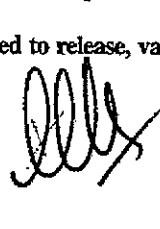
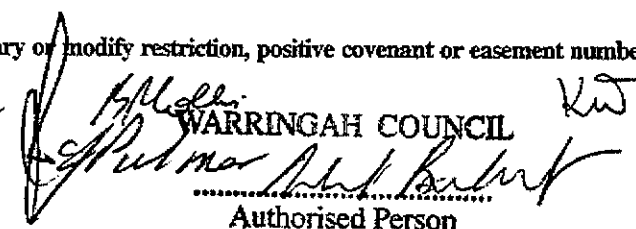
Terms of easement, profit à prendre, restriction or positive covenant numbered 15 in the plan.

A Positive Covenant in the terms set out in Part 3 of Memorandum 5736755 filed in the Land Titles Office

The terms of this positive covenant, are to be read in conjunction with the terms of the Easement for Water Supply Purposes numbered 6, the Easement for Access and Drainage Purposes numbered 8 and the Drainage Easement numbered 13 in the abovementioned plan.

Name of person empowered to release, vary or modify restriction, positive covenant or easement numbered 15 in the plan.

Sydney Water Corporation
1:88b(46)130\Narabang.doc


WARRINGAH COUNCIL

.....
Authorized Person






DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 20-8-2003

Full name and address of the owner of the land:

Blueprint Developments (Aust) Pty Ltd
Po Box 293
PADDINGTON QLD 4064

SIGNATURES

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K. Moller
C. Palmer

WARRINGAH COUNCIL

Authorised Person

K.S.

DP270341

Subdivision of Lot 111 in DP 874154 covered by
Subdivision Certificate
No 10526 of 20-2-2003

Full name and address of the owner of the land:

Blueprint Developments (Aust) Pty Ltd
Po Box 293
PADDINGTON QLD 4064

SIGNATURES

Signed for Sydney Water Corporation
By its Attorneys

WARREN FREDERICK WATKINS
.....
JEFFREY FRANCIS COLENZO
.....

who hereby state at the time of executing
this instrument have no notice of
revocation of the Power of Attorney
Registered No. 687 Book 4296 .
Under the Authority of which this
Instrument has been executed

.....
Attorney

.....
Attorney

.....
Signature of Witness

KENNETH JOHN WHITE
.....

Name of Witness
C/- SYDNEY WATER

Address of Witness 115-123 BATHURST STREET
SYDNEY.

WARRINGAH COUNCIL

.....
Authorised Person

DP270341

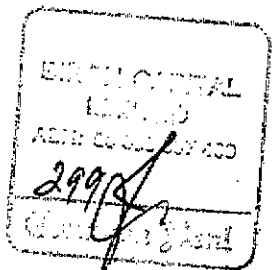
Sheet 12 of 12 Sheet
Q

BLUEPRINT DEVELOPMENTS
(AUST) PTY LIMITED (ACN 095 072 307)
RECEIVERS APPOINTED:

RECEIVERS:
M. Colli (B.P. COLLIS)
A. Palmer (A.J. PALMER)



[Signature]
D.A. Viney
Director
[Signature]
P.F. Hannaford
Director / Secretary



[Signature]
George Snow - Director
[Signature]
John P. de Gouvêa
Secretary

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

Plan: DP270341

Plan of subdivision of Lot 6 in DP 270341 covered by Subdivision Certificate No. ~~2015/0039~~

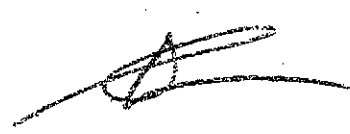
Full name and address of the owner of the land: Bricktop Trumen No 6 Pty Limited (ACN 605 998 883)

Bricktop Trumen No 7 Pty Limited (ACN 605 999 022)

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Services (Whole of Lot)	Each Lot	Every other Lot
2	Easement for Future Services (Whole of Lot)	Each Lot	Every other Lot
3	Easement for Support and Shelter (Whole of Lot)	Each Lot	Every other Lot
4	Easement for Emergency Egress (Whole of Lot)	Each Lot	Every other Lot
5	Right of Access to Plant Rooms (Whole of Lot)	Each Lot	Every other Lot
6	Easement to Drain Water (Whole of Lot)	Each Lot	Every other Lot
7	Easement for Carpark Ventilation (Whole of Lot)	Each Lot	Every other Lot
8	Right of Carriageway 4 Wide, 5 Wide and Variable Width (H)	1 7 2 8	2 8 1 7
9	Right of Carriageway 5.5, 6, 6.71, 8.1 Wide and Variable Width Limited in Stratum (J)	2 8	1 7
10	Right of Carriageway 5.5 Wide and Variable Width Limited in Stratum (L)	2 8	1 7
11	Right of Carriageway Variable Width Limited in Stratum (K)	1 7	2 8
12	Right of Carriageway 4.23 and 5 Wide Limited in Stratum (M)	1 7	2 8

Christine Gray 18/12/2015
 CHRISTINE GRAY who is authorised to make these alterations.



ePlan (DOC.2)

Plan: DP270341

(Sheet 2 of 16)
Plan of Lot 6 in DP 270341

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
13	Right of Carriageway 5 Wide Limited in Stratum (N)	1 4	2 3

*Christine Gray
18/12/2015 who is the
authorised to make the
alteration.*

WARRINGAH COUNCIL

[Signature]
Authorised Person

[Signature]

ePlan (DOC.2)

Sheet 1 of 15

(Sheet 3 of 16)

Plan: DP270341

Plan of Lot 6 in DP 270341

Part 2 (Terms)

1. Interpretation

1.1 Definitions

These meanings, in any form, apply unless the contrary intention appears:

Authorised User means every person authorised by the Grantee and includes the Grantee's tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees.

Building means the building constructed on the Land known as 25 Narabang Way, Belrose.

Building Management Committee means any building management committee for the Building constituted under a Management Statement.

By-Laws means the by-laws registered in respect of a lot within the Plan that has or will be strata subdivided.

Conveyancing Act means the *Conveyancing Act 1919* (NSW).

Council means Warringah Council.

Development Act means the *Strata Schemes (Freehold Development) Act 1973* (NSW).

Easement Site means:

- (a) the site of an easement on the Plan; and
- (b) all items within the site of the easement identified on the Plan which are the subject of the easement.

Government Agency means any governmental, semi or local government, statutory, public or other authority.

Grantee means the owner of a Lot Benefited.

Grantor means the owner of a Lot Burdened.

Land means the land in folio Identifier 6/270341.

Lot Benefited means a lot benefited by an easement, positive covenant or restriction in this instrument.

Lot Burdened means a lot burdened by an easement, positive covenant or restriction in this instrument.

Management Statement means a strata management statement (pursuant to Part 2 Division 2B of the Development Act) registered in respect of the Building.


Plan means the plan of subdivision to which this instrument relates.

Services includes:

- (a) the supply of water, gas, electricity or artificially heated or cooled air;



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Authorised Person

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- (b) the provision of sewerage and stormwater drainage;
- (c) telephone, radio, television or other means of communication or transmission;
- (d) security systems;
- (e) any other facility, supply or transmission; and
- (f) grease trap.

Service Lines means:

- (a) pipes, conduits, ducts, wires, cables and other structures, appurtenances or works required for the transmission, operation and functioning of Services or in connection with Services whether installed at the date of registration of the Plan or to be installed or replaced for the good operation and maintenance of the Services; and
- (b) penetrations of slabs and other structures between the Lot Benefited and the Lot Burdened and within the Lot Burdened.

1.2 References to certain terms

Unless a contrary intention appears, a reference in this instrument to:

- (a) anything is a reference to the whole or each part of it;
- (b) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the singular includes the plural and vice versa; and
- (d) the words "include", "including", "for example" or "such as" are not used as, nor are they interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of similar kind.

1.3 Headings

Headings do not affect the interpretation of this instrument.

1.4 Positive covenants and maintenance requirements

A requirement in an easement that requires a Grantee or Grantor to maintain or repair an Easement Site or anything in an Easement Site is a positive covenant according to section 88BA of the Conveyancing Act.

2. Easements are covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions in each of the easements, positive covenants and restrictions on use are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it; and



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- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it.

3. Complying with this instrument and a Management Statement

3.1 Obligations of Grantees and Grantors

Each Grantee and Grantor must, as appropriate, comply with the terms of the easements, positive covenants and restrictions on use in this instrument.

3.2 Obligations for Authorised Users

Each Grantee must use reasonable endeavours to ensure that its Authorised Users comply with the easements, positive covenants and restrictions on use in this instrument.

3.3 Complying with a Management Statement

For each easement, positive covenant or restriction on use, the Grantee who is required to comply with a Management Statement must:

- (a) comply with the Management Statement; and
(b) use reasonable endeavours to ensure that its Authorised Users comply with the Management Statement.

4. Effect of a Management Statement

4.1 Application of this clause

This clause applies to each easement, positive covenant and restriction on use in this instrument.

4.2 Requirements about making rules


- (a) If the Grantor is entitled under an easement, positive covenant or restriction on use to make rules about the use of an Easement Site, covenant or restriction by a Grantee or Authorised User, the rules must be consistent with the easement, covenant or restriction and a Management Statement.
(b) A Management Statement prevails to the extent of any inconsistency with this instrument.

4.3 Costs

If a Management Statement regulates the apportionment of costs in relation to an easement, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs and the Management Statement, the Management Statement prevails to the extent of the inconsistency.

4.4 Complying with obligations

If a Management Statement allocates responsibility for complying with obligations under an easement, positive covenant or restriction on use to a different person than that set out in the easement, positive covenant or restriction on use (eg the obligation is imposed on a Building Management Committee), the Management Statement prevails to the extent of the



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inconsistency. However, the relevant Grantor or Grantee must use reasonable endeavours to ensure that the person complies with these obligations.

5. Terms of Easement for Services (Whole of Lot) numbered 1 in the Plan

5.1 Grant of easement

The Grantor grants to the Grantee and every Authorised User at all times an unrestricted right to:

- (a) the passage of Services along or through Service Lines which pass through or are situated in the Lot Burdened and service the Lot Benefited and which exist at the date of registration of the Plan or any replacement or enhancement thereof; and
- (b) do anything reasonably necessary for that purpose, including the right to:
 - (i) utilise the existing Services and Service Lines constructed on the Lot Burdened for the purpose of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Service Lines;
 - (ii) install, inspect, construct, replace, repair, clean or maintain any Services and Service Lines on the Lot Burdened with the prior agreement of the Grantor not to be unreasonably withheld;
 - (iii) enter the Lot Burdened with equipment by such route as is reasonable in the circumstances;
 - (iv) remain on the Lot Burdened for such time as may be reasonably necessary; and
 - (v) make such excavations on the Lot Burdened as may be reasonably necessary.

5.2 Requirements when exercising rights

When exercising its rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure all work is done in a proper and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the Grantor or an occupier of the Lot Burdened;
- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (d) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;
- (e) except in an emergency, give the Grantor or its nominee at least 48 hours' notice of its intention to enter the Lot Burdened;
- (f) comply with all reasonable requirements and directions of the Grantor;
- (g) if required by the Grantor, be accompanied by the Grantor or the Grantor's nominee;

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- (h) in an emergency, give the Grantor notice of access to the Lot Burdened where practicable; and
- (i) if the Lot Burdened is used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or an occupier of the Lot Burdened (except in an emergency and as otherwise agreed by the Grantor or as required by a Government Agency).

5.3 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claim or liability incurred in connection with this easement except to the extent that such damage, expense, loss, claim or liability is caused or contributed to by the Grantor or its Authorised Users.

6. Terms of Easement for Future Services (Whole of Lot) numbered 2 in the Plan

6.1 Grant of easement

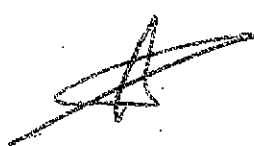
The Grantor grants to the Grantee and every Authorised User at all times an unrestricted right to:

- (a) the passage of Services along or through Service Lines which pass through or are situated in the Lot Burdened and service the Lot Benefited and which do not exist at the date of registration of the Plan and are installed by the Grantor or Grantee at any time in the future, including any replacement or enhancement thereof (Future Service Lines); and
- (b) do anything reasonably necessary for that purpose, including the right to:
 - (i) install, construct, inspect, replace, repair, clean or maintain any Future Service Lines on the Lot Burdened with the prior agreement of the Grantor, not to be unreasonably withheld;
 - (ii) utilise the Future Service Lines constructed on the Lot Burdened for the purpose of providing Services to the Lot Benefited by connecting to and augmenting those Services and by installing Services in those Future Service Lines;
 - (iii) enter the Lot Burdened with equipment by such route as is reasonable in the circumstances;
 - (iv) remain on the Lot Burdened for such time as may be reasonably necessary; and
 - (v) make such excavations on the Lot Burdened as may be reasonably necessary.


6.2 Requirements when exercising rights

When exercising its rights under this easement, the Grantee and its Authorised Users must:

- (a) ensure all work is done in a proper and workmanlike manner;
- (b) cause as little inconvenience as is practicable to the Grantor or an occupier of the Lot Burdened;



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- (c) cause as little damage as is practicable to the Lot Burdened and any improvements on it;
- (d) make good any collateral damage and restore the Lot Burdened as nearly as practicable to its former condition;
- (e) except in an emergency, give the Grantor or its nominee at least 48 hours' notice of its intention to enter the Lot Burdened;
- (f) comply with all reasonable requirements and directions of the Grantor;
- (g) if required by the Grantor, be accompanied by the Grantor or the Grantor's nominee;
- (h) in an emergency, give the Grantor notice of access to the Lot Burdened where practicable; and
- (i) if the Lot Burdened is used for commercial or retail purposes, not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Grantor or an occupier of the Lot Burdened (except in an emergency and as otherwise agreed by the Grantor or as required by a Government Authority).

6.3 Indemnity

The Grantee indemnifies the Grantor against all damage, expense, loss, claim or liability incurred in connection with this easement except to the extent that such damage, expense, loss, claim or liability is caused or contributed to by the Grantor or its Authorised Users.

7. Terms of Easement for Support and Shelter (Whole of Lot) numbered 3 in the Plan

7.1 Creation

An easement for support and shelter is created in the terms of section 8AA of the Development Act.

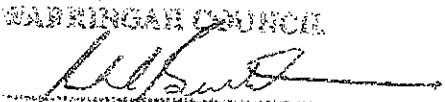
7.2 Effect of Management Statement

If a Management Statement is registered and:

- (a) an easement for support and shelter is created under the Conveyancing Act or the Development Act; and
- (b) the terms of the easement created under the Conveyancing Act or the Development Act are inconsistent with the terms of this easement,

the terms of the easement under the Conveyancing Act or the Development Act prevail.

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8. Terms of Easement for Emergency Egress (Whole of Lot) numbered 4 in the Plan

8.1 Grant of easement

The Grantee and Authorised Users may enter, pass and re-pass through the fire stairs and fire exit corridors located on the Lot Burdened within the Easement Site only for the purpose of evacuating the Lot Benefited in an emergency and for fire drill purposes.

8.2 Exercising rights

In exercising its rights under this easement the Grantee and its Authorised Users must:

- (a) not obstruct the Easement Site by any means;
- (b) not interfere with the proper operation of any fire doors or other emergency access doors or equipment within the Easement Site;
- (c) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (d) take all reasonable precautions to ensure as little damage as possible to the Lot Burdened and the improvements on it; and
- (e) promptly make good any damage caused to the Lot Burdened and any improvements or equipment on it.

9. Terms of Right of Access to Plant Rooms (Whole of Lot) numbered 5 in the Plan

9.1 Grant of easement

The Grantee and its Authorised Users may enter, pass and re-pass over and across the Easement Site by any means to gain access to the plant rooms located on the Lot Burdened.

9.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (b) cause as little damage as possible to the Lot Burdened and the improvements on it; and
- (c) promptly make good any damage caused to the Lot Burdened and the improvements on it.

9.3 Rights of the Grantor to temporarily suspend access

The Grantor may temporarily suspend access to, and use of, the Easement Site in an emergency or for maintenance purposes on the following conditions:

- (a) except in an emergency, the Grantor must give reasonable notice of its intention to suspend access to or use of the Easement Site by notice posted on or near the relevant area; and



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- (b) the Grantor must suspend access to and use of the Easement Site only for the period required to remedy an emergency or maintain the Easement Site.

10. Terms of Easement to Drain Water (Whole of Lot) numbered 6 in the Plan

10.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) drain water from any natural source through the Lot Burdened, but only within the Easement Site; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything on to the Lot Burdened;
 - (iii) using any existing line of pipes; and
 - (iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

10.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

11. Terms of Easement for Car Park Ventilation (Whole of Lot) numbered 7 in the Plan

11.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) use the pipes, vents, ducts and other structures, appurtenances or works located within the Easement Site which exist at the date of registration of the Plan or any replacement or enhancement thereof for air intake from the Lot Burdened across and through the Lot Benefited; and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Lot Burdened;

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- (ii) taking anything on to the Lot Burdened;
- (iii) using any existing line of pipes, vents, ducts and other structures, appurtenances and works within the Easement Site; and
- (iv) carrying out work, such as constructing, placing, repairing or maintaining any pipes, vents, ducts and other structures, appurtenances and works within the Easement Site.

11.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

12. Terms of Right of Carriageway numbered 8 in the Plan

12.1 Grant of easement

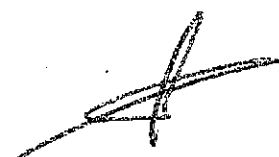
The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

12.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and



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- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

13. Terms of Right of Carriageway numbered 9 in the Plan

13.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

13.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

14. Terms of Right of Carriageway numbered 10 in the Plan

14.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

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14.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

15. Terms of Right of Carriageway numbered 10 in the Plan

15.1 Grant of easement

The Grantee and its Authorised Users may:

- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

15.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

16. Terms of Right of Carriageway numbered 11 in the Plan

16.1 Grant of easement

The Grantee and its Authorised Users may:



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- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

16.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

17. Terms of Right of Carriageway numbered 12 in the Plan

17.1 Grant of easement

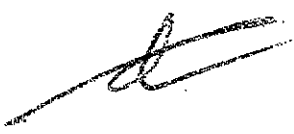
The Grantee and its Authorised Users may:

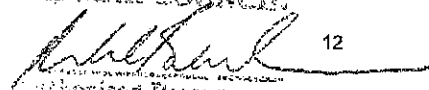
- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

17.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;



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- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

18. Terms of Right of Carriageway numbered 13 in the Plan

18.1 Grant of easement

The Grantee and its Authorised Users may:

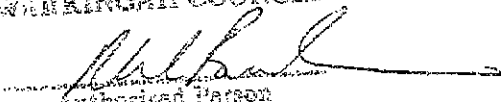
- (a) by any reasonable means pass across the Lot Burdened, but only within the Easement Site, to get to or from the Lot Benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the lot burdened, and
 - (ii) taking anything on to the lot burdened, and
 - (iii) carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

18.2 Exercising rights

In exercising its rights under this easement the Grantee must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as possible to the Grantor and any occupier of the Lot Burdened;
- (c) cause as little damage as possible to the Lot Burdened and the improvements on it;
- (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
- (e) promptly make good any damage caused to the Lot Burdened and the improvements on it.

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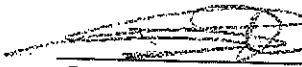
(Sheet 16 of 16)

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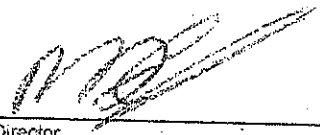
Execution:

Executed by **Bricktop Trumen No. 6 Pty Ltd** by its authorised officers pursuant to section 127 of the Corporations Act 2001:


Secretary/Director

SAMUEL PAUL ALLEN

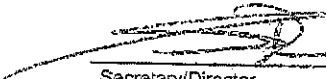
Print name


Director

Michael Bakin

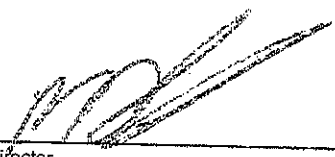
Print name

Executed by **Bricktop Trumen No. 7 Pty Ltd** by its authorised officers pursuant to section 127 of the Corporations Act 2001:


Secretary/Director


SAMUEL PAUL ALLEN

Print name


Director

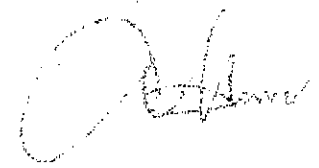
Michael Bakin

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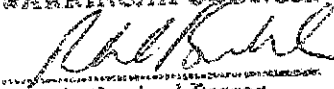
SIOBHAIN DUNLOP
ASSOCIATE DIRECTOR
NAB Corporate Property NSW

SIGNED SEALED AND DELIVERED for and on behalf of NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its Attorney who holds the position of Level 2 Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:



ALAN H. H. H.
WITNESS

WARRINGAH COUNCIL


Authorised Person





**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

(Sheet 1 of 2 sheets)

Plan: DP1112223

**Plan of EASEMENT FOR ELECTRICITY
AND OTHER PURPOSES AND RIGHT OF
CARRIAGEWAY**

**Full Name and Address of the Registered
Proprietor of the Land:**

**LOT 111 PTY. LTD.
P.O. BOX 539
BALGOWLAH NSW 2093**

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity and other purposes [B] 1.2, 1.2 3.3 wide & variable	Lot 5 D.P.270341	EnergyAustralia ABN 67 505 337 385
2.	Right of carriageway [A] variable width	Lot 5 D.P.270341	EnergyAustralia ABN 67 505 337 385

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN


An easement is created on the terms and conditions set out in memorandum registered number AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

TERMS OF RIGHT OF CARRIAGEWAY NUMBERED 2 IN THE PLAN

A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

EXECUTED by LOT 111 PTY LTD in
accordance with section 127 of the
Corporations Act:
ACN 106 10 2005

.....
Signature of director


.....
Signature of director/secretary (DAVID
HAWES)
sole

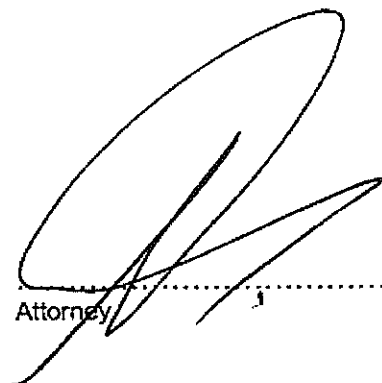
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OR THE
CONVEYANCING ACT 1919**

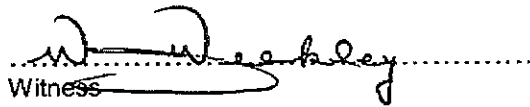
(Sheet 2 of 2 sheets)

Plan: DP1112223

**Plan of EASEMENT FOR ELECTRICITY
AND OTHER PURPOSES AND RIGHT OF
CARRIAGEWAY**

EXECUTED for and on behalf of)
ENERGYAUSTRALIA by)
GRANT KENNETH GREENE-SMITH)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4476)
No. 983 in the presence of:)


.....
Attorney

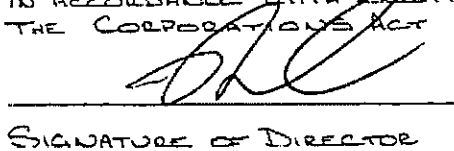

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Witness

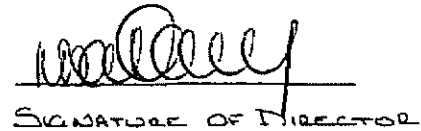
WARWICK WEEKLEY.....
Name of Witness (please print)

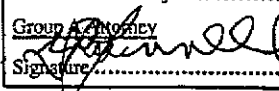

570 George Street,
Sydney, NSW, 2000

.....
Address of Witness

EXECUTED BY LM INVESTMENT
MANAGEMENT LIMITED ACN 077 208 461
IN ACCORDANCE WITH SECTION 187 OF
THE CORPORATIONS ACT


.....
SIGNATURE OF DIRECTOR


.....
SIGNATURE OF DIRECTOR

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913
by its Attorneys who state that they have no notice
of revocation of the Power of Attorney dated 2nd June 1993,
whereby they execute this deed document or instrument.
Power of Attorney No. BOOK 4022 No 346
Group A Attorney  Group B Attorney
Signature 

Geoffrey Funnell

Susan Davis

REGISTERED  No 22.5.2007



AN94126U

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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

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.

(A) TORRENS TITLE

For the common property CP/SP78928	
---------------------------------------	--

(B) LODGED BY

A 93421

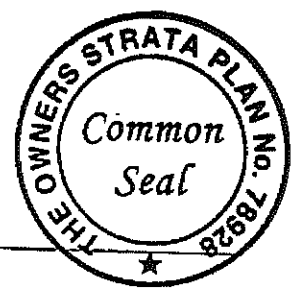
Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any Grace Lawyers DX 11508 Sydney Downtown Phone: 02 9284 2700	CODE
	Reference: GL:ET:171428	CH

- (C) The Owners-Strata Plan No. 78928 certify that a special resolution was passed on 19/12/2017.....
- (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. 1, 31 and 32
Added by-law No. 38 and 39
Amended by-law No. 2-30, 33-37 (inclusive)
as fully set out below:
in accordance with Annexure "A" attached hereto.

- (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. 78928 was affixed on 19/12/2017 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: CRAIG FERGUSON
Authority: MANAGER

Signature:
Name:
Authority:



'A'

STRATA PLAN NO 78928

Address: 23 Narabang Way Belrose NSW 2085

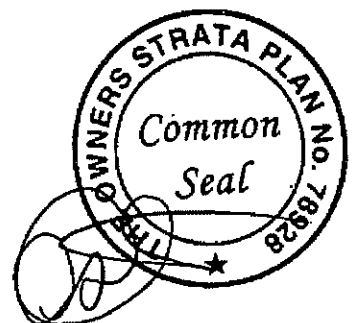
By-Laws



GRACE
LAWYERS | Know. Act. Resolve

Grace Lawyers - NSW

Level 5, 287 Elizabeth Street, Sydney NSW 2000
PO Box 20727, World Square NSW 2002
DX 11508 Sydney Downtown



STRATA PLAN NO 78928

BY-LAWS

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STANDARD BY-LAWS SP 78928

By-Law 1: Repealed on 19 December 2017

By-Law 2: Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis and must take all reasonable steps to ensure that invitees of the owner or occupier to comply with this by-law.

By-Law 3: Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.
- (5) Any such locking or safety device, screen, or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.

By-Law 4: Children on common property

An owner or occupier of a lot must not permit any child or whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

By-Law 5: Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

By-Law 6: 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 or discarded item except with the written approval of the owners corporation.

By-Law 7: Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (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.

By-Law 8: Compensation for damage to common property

The owner of a lot shall be liable to compensate the owners corporation in respect of all damage to the common property or personal property vested in it caused by such owner, an occupier (or invitee or an occupier) of the owner's lot.

The owners corporation can demand the owner to make the necessary repairs in relation to the damage so caused by the owner at its costs subject to reasonable directions of the owners corporation. If the owners corporation is required to undertake the repair works, the owners corporation may carry out any reasonable work to rectify the damages being the subject of this by-law including the entering of the owner's lot/s and the owners corporation can further recover the costs of the repair works against the owner as a debt due (and may include reference of that debt in the Levy Register for the Lot).

By-Law 9: Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property. The owner or occupier of a lot must provide reasonable access to a balcony forming part of that lot for this purpose.

By-Law 10: Garbage disposal

1. An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered;
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected;
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in clause (a);
 - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
2. An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
3. An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

4. The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
5. This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 11: Appearance of lot

The owner or occupier of a lot must not, without the prior written approval 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.

By-Law 12: Keeping of animals

Subject to section 139(5) of the Act, an owner or occupier of a lot must not keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

By-Law 13: Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1) of this by-law, the following changes of use must be notified:
 - (a) a change 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),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

By-Law 14: Preservation of fire safety

The owner or occupier of a lot must not carry on any activity or do any thing or permit any invitee of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel, reduce the level of fire safety in the lots or common property or affect the insurance premiums for the strata scheme.

By-Law 15: Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

By-Law 16: Notice of defects and accidents

An owner or occupier of a lot shall, as soon as practicable after becoming aware of any significant defect in the common property or any personal property vested in the owners corporation, or of any accident associated therewith, give notice to the strata managing agent of the owners corporation or, in the absence of such agent, to the strata committee of that defect or accident.

By-Law 17: Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services,
 - (b) promotional services,
 - (c) cleaning,
 - (d) garbage disposal and recycling services,
 - (e) electricity, water or gas supply,
 - (f) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, It must indicate in the resolution the amount for which, or the conditions on which, will provide the amenity or service.

By-Law 18: Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

By-Law 19: Moving furniture, building materials and large objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture, building materials or large objects through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture, building materials or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture, building materials or large objects are to be transported, then an owner or occupier of a lot must not transport any furniture, building materials or large object through or on common property except in accordance with that resolution.

By-Law 20: Bond against damage to the common property

- (1) Prior to moving furniture, building materials or large objects through or on the common property or carrying out building work or installing services, an owner or occupier shall pay the owners corporation a bond of \$1500.00 against damage to the common property caused by the movement of such materials or by building work or the installation of services by the owner or occupier or their agents, employees and contractors.
- (2) Should such damage occur then the owners corporation may repair such damage and apply all or part of the bond to the cost of such repairs and then refund the balance if any to the person who paid it.
- (3) The owners corporation may from time to time increase the amount of the bond to the amount it considers necessary.

By-Law 21: Signage

- (1) No signage shall be affixed to the exterior of the building except as permitted by by-law 31.
- (2) No other signage that is visible from outside the building shall be erected or affixed to a lot or common property without the written approval of the owners corporation.
- (3) No signage that is visible from common property corridors and foyers shall be affixed to any door, partition or wall separating a lot from common property unless it complies with any guidelines issued by the owners corporation and is in keeping with the design of other such signage in the building.

By-Law 22: Directory

The owners corporation shall maintain a current directory of occupants of the lots within the building in a suitable location in the foyer of the building. The entries in such directory shall be of the type, colour and style determined by the owners corporation from time to time. The owners corporation has the sole right to add to or alter the directory and to make a change to an owner or occupier for additions or alterations to the directory requested by that owner or occupier.

By-Law 23: Licensing of common property car spaces

The owners corporation may licence common property car spaces over which exclusive use rights have not been granted on such terms as it determines but subject to the following conditions –

- (a) A licence may only be granted to an owner or occupier of a lot in the strata scheme; and
- (b) If an owner or occupier is disabled or has a disabled employee and gives written notice that it seeks a licence of a common property car space for the use of a disabled person then any licence not for the use of a disabled person shall be terminable by the owners corporation on 7 days' notice so that a licence may be granted for the use of the space by a disabled person.

By-Law 24: Exclusive use of air-conditioning units for the lot

- (1) The owner of each lot shall have a special privilege to leave in their original places within the common property the air conditioning compressor, wires, cables, pipes, ducts and any associated items servicing his lot.
- (2) Each lot owner shall be responsible for the maintenance repair and replacement of the air conditioning plant and equipment which services his lot.

By-Law 25: Exclusive use of common property between lots

- (1) While the owner at a lot is also the owner of an adjoining lot then that owner is hereby granted by the owners corporation the exclusive use and enjoyment of the common property between such adjoining lots (the position for a dividing wall) whilst there is not a wall separating such lots.
- (2) Where such exclusive use rights arise, the owner having those rights shall be responsible for keeping the relevant common property in good and serviceable repair and for the maintenance and upkeep of its floor, wall and ceiling finishes and its light fittings.
- (3) Where an owner is to cease to own the adjoining lot or to use the lots in combination then before transferring such adjoining lot or ceasing such use the owner shall erect a dividing wall at his own expense and to the same specifications and finish as the walls between lots in other parts of the building. Such wall shall become part of the common property and the owner shall cease to have the exclusive use and enjoyment of the area upon which the wall is erected.
- (4) "owner" means the registered proprietor or a "related person" as defined in the dictionary to the Duties Act 1997.
- (5) This by-law is subject to by-law 26 and by-law 39 (Major and minor works approval programme), in particular, the approval of the owners corporation regarding minor and major works as defined therein.

By-Law 26: No alteration to internal walls or structural features

- (1) An owner or occupier of a lot shall not remove, alter or add to balcony railings, external automated solar blinds, exterior windows or, except as permitted by by-law 29, lot entry door frames and louvres.
- (2) Except as permitted by these by-laws, an owner or occupier of a lot shall not remove, alter or add to any other structural part of the lot without the prior written approval of the owners corporation.

By-Law 27: Internal fitout

- (1) No owner or occupier of a lot shall install or construct or permit to remain any partitioning or other fit-out unless it complies in all respects with the Building Code of Australia ("BCA") including, without limitation, compliance with fire safety egress requirements and the installation of any additional smoke detectors required by the BCA.
- (2) Where partitioning has been installed in any lot(s), of the owner or occupier must, on request by the owners corporation, provide a certificate by a suitably qualified fire safety

consultant that the lot(s) with the partitioning installed complies with the BCA regarding smoke detectors and exit and emergency lighting.

By-Law 28: Access for inspection for fire safety certification

The owner and occupier of a lot must on reasonable notice by the owners corporation provide access to the lot for the purposes of a fire safety inspection by a suitably qualified fire safety consultant or by any competent authority in connection with the obtaining of an annual fire safety certificate in respect of the building or any other purpose related to fire safety.

By-Law 29: Corridor wall finishes

- (1) An owner may at his own cost vary the wall and entry configuration between his Lot and a corridor being part of common property to suit his requirements provided that:
 - (a) all work must comply with the Building Code of Australia;
 - (b) the wall must be to the same specifications and finish as the corridor walls originally installed on the ground floor of the Building and In the case of doubt recourse shall be had to the Building Data;
 - (c) each entry door must consist of:
 - (i) a glazed timber door with door furniture;
 - (ii) a timber door frame incorporating a sidelight for a louvre;
 - (iii) a glass breezeway louvre within the timber frame; and
 - (iv) a fixed glass sidelight of varying length generally in accordance with entry doors originally installed on the ground floor of the Building;
- (2) Every such well and entry door shall become part of common property.
- (3) This by-law is subject to by-law 39 (Major and minor works approval programme), in particular, the approval of the owners corporation regarding minor and major works as defined therein.

By-Law 30: Ecologically sustainable development facilities

- (1) The owners corporation shall administer and maintain the Ecologically Sustainable Development ("ESD") measures incorporated In the building.
- (2) The owners corporation shall use its best endeavours to ensure that owners and occupiers of lots do not by any act or omission prevent or inhibit the functioning of the ESD measures.
- (3) The owners corporation shall administer the ESD measures in accordance with the ESD Manual for the building to be provided by the original owner during the initial period.

(4) The owners corporation may amend the ESD Manual from time to time provided that no amendment shall be made without the prior written consent of the original owner before the third anniversary of the date of registration of the strata plan or the date when the original owner cease to own any lot in the strata plan, whichever is the earlier.

(5) ESD measures include:

- on site sewerage treatment plant
- external blinds
- lighting movement sensors
- energy efficient lighting
- solar hot water system
- corridor ventilation

By-Law 31: repeal on 19 December 2017

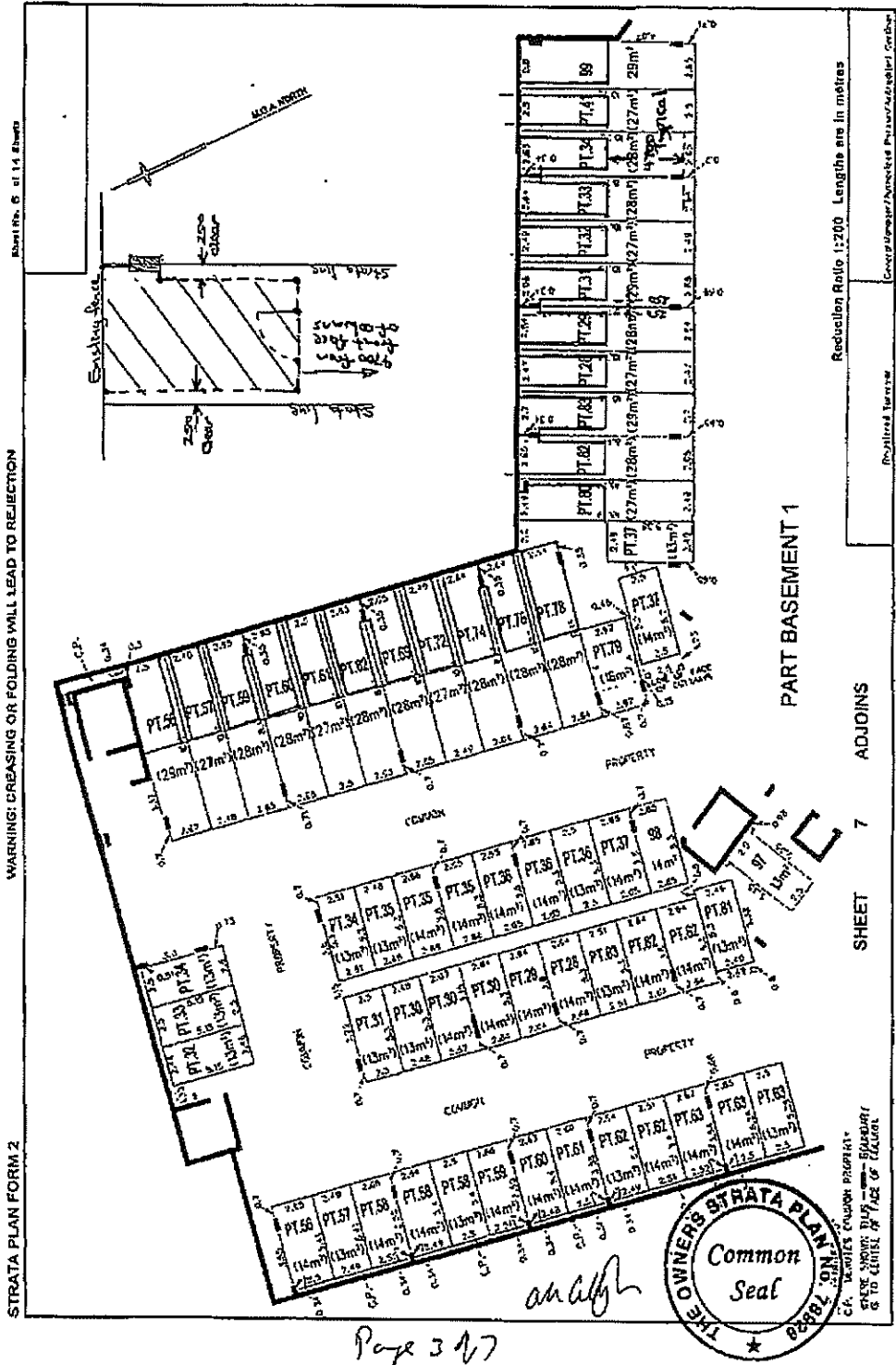
By-Law 32: repeal on 19 December 2017

Special By-Law 33: Tandem Car Space Enclosure

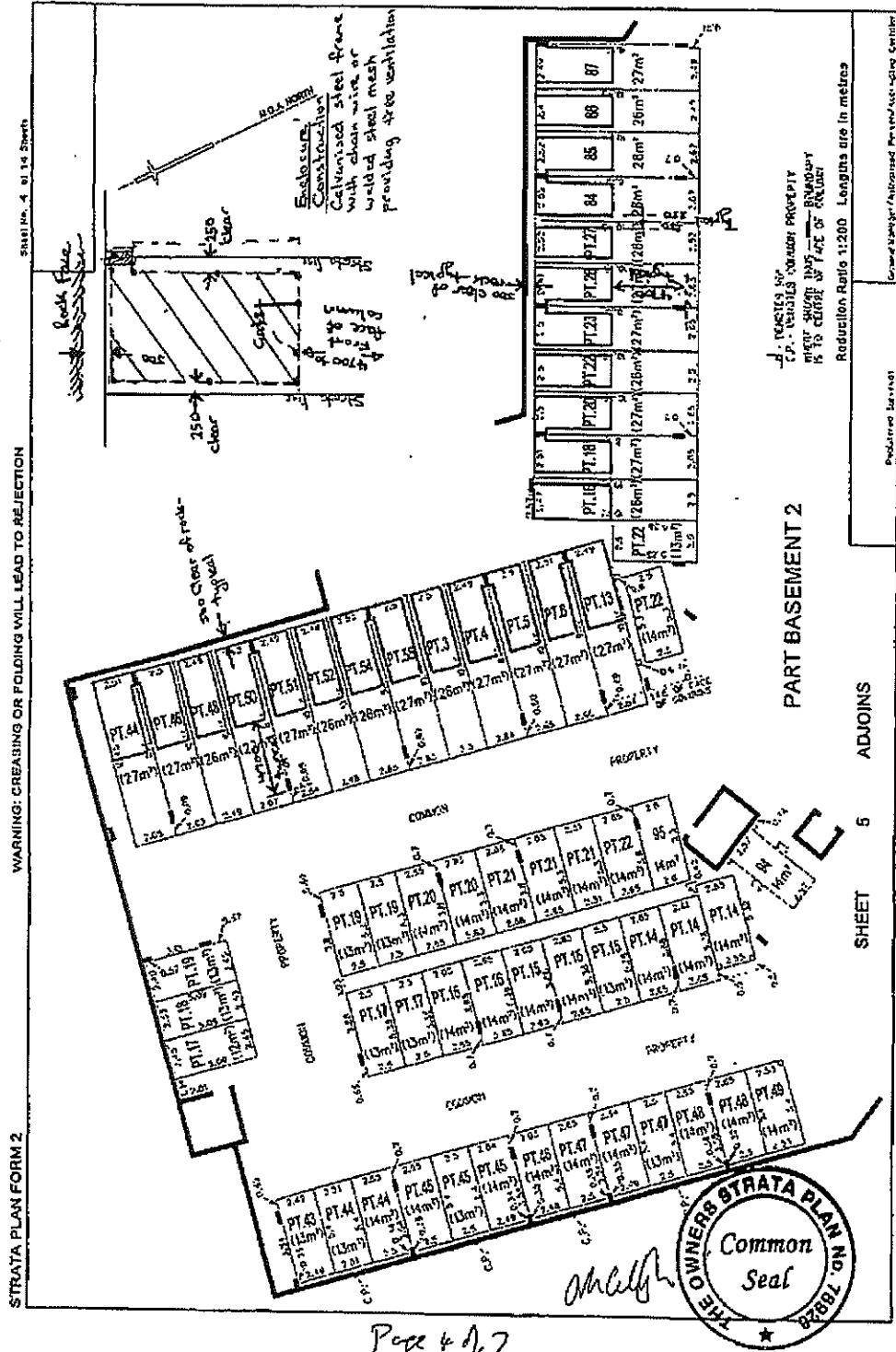
Pursuant to s.52(1) of the *Strata Schemes Management Act 2015 (NSW)*, the Owners Corporation hereby grants to the owner of each of Lots 3, 4, 5, 6, 13, 16, 18, 20, 22, 23, 26, 27, 28, 29, 31, 32, 33, 34, 41, 44, 46, 48, 50, 51, 52, 55, 56, 57, 59, 60, 61, 69, 72, 74, 76, 78, 80, 82, 83, 84, 85, 86, 87 and 99 a special privilege to enclose the rear parts of their respective Lots so as to create storage enclosures subject to the following conditions:

- (a) The sides of each enclosure must be galvanized square section frame with welded mesh infill;
- (b) The door must be metal faced with perforations for ventilation; operation must be manual and may be tilting, sectional or roller shutter type but must be installed in such a manner as not to interfere with any services including pipes, cables or ducts;
- (c) The enclosure must be installed in the location and to the installation details shown on the plan of 2 sheets annexed to this by-law and must not exceed the dimensions there shown;
- (d) Each lot owner shall be responsible for the repair, maintenance and good appearance of their enclosure. The Owners Corporation will not be responsible for the cost of repairing any damage or deterioration to their enclosure however arising. The Owners Corporation reserves the right to effect repairs to the enclosure and to recover the cost from the lot owner, if the lot owner has not effected any repairs within a reasonable time;
- (e) Each lot owner must provide access to their enclosure whenever required by the Owners Corporation to make or facilitate repairs or maintenance to any services located in or passing through the enclosure;

- (f) The Owners Corporation reserves the right to withdraw the special privilege to enclose part of a Lot if any of the above conditions are not complied with;
- (g) A lot owner must provide written and signed notice to the Owners Corporation of intention to enclose part of their Lot. The notice must include confirmation of their agreement to the above conditions and be in the form required by the Owners Corporation.



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Sheet No. 4 of 14 Sheets

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

ALL RIGHTS IN THIS COMMON PROPERTY
 ARE RESERVED AND THIS STRATA PLAN
 IS TO BE USED IN FULL
 Reduction Ratio 1:200 Lengths are in metres

PART BASEMENT 2

SHEET 5 ADVAINS

Produced by: [Signature]
 Drawn by: [Signature]
 Checked by: [Signature]

Page 4 of 7

Special By-Law 34: Recovery of Costs for Fire Service Call-Out

PART 1

GRANT OF RIGHT

- 1.1 Notwithstanding anything contained in the by-laws applicable to the scheme (including by-law 17 of the by-laws applicable to the strata scheme), in addition to the powers, authorities, duties and functions conferred or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to recover the costs of any Fire Service Call-Out in the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

- 1.2 If there is any inconsistency between this by-law and the applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2

DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires:
- (a) **Act** means the *Strata Schemes Management Act 2015 (NSW)*.
 - (b) **Fire Service Call-Out** means any call-out in relation to emergency fire safety services to strata scheme 78928, including, without limitation, any call-out as a result of a telephone call to the fire brigade, the setting off of a smoke alarm, or an alert from any fire protection system located within the strata scheme.
 - (c) **Levy Register** means the levy register maintained in accordance with clause 23 of the Strata Schemes Management Regulation 2016.
 - (d) **Lot** means any lot in strata plan 78928.
 - (e) **Occupier** means any person in lawful occupation of the Lot.
 - (f) **Owner** means the owner of the Lot.
 - (g) **Owners Corporation** means the owners corporation constituted by the registration of strata plan number 78928.
 - (h) **Permitted Person** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.
- 2.2 In this by-law, unless the context otherwise requires:
- (a) the singular includes plural and vice versa;
 - (b) any gender includes the other genders;

- (c) any terms in the by-law will have the same meaning as those defined in the Act;
and
- (d) references to legislation include references to amending and replacing legislation.

PART 3

RECOVERY OF COSTS AND OTHER EXPENSES FOR CALL-OUT

- 3.1 An Owner or Occupier shall not:
 - (i) without lawful excuse or cause, make or cause to be made; or
 - (ii) request, prompt or provoke without lawful excuse or cause,
a Fire Services Call-Out.
- 3.2 An Owner or Occupier who makes, or causes to be made, a Fire Services Call-Out in contravention of clause 3.1 hereof shall reimburse the Owners Corporation for all costs incurred with respect to that call-out.
- 3.3 For the avoidance of doubt, the reference to expenses in paragraph 3.1 above includes (but is not limited to) the costs of attendance at the strata scheme of any fire brigade, ambulance, police, security or other servicemen involved as a result of the Owner or Occupier's making, or causing to be made, the Fire Services Call-Out.
- 3.4 An Owner or Occupier acknowledges and agrees that he will reimburse the Owners Corporation for all costs of any Fire Services Call-Out made, or caused to be made, by a Permitted Person in contravention of clause 3.1 hereof.
- 3.5 The Owners Corporation shall service a notice on an Owner or Occupier, who has contravened clause 3.1 hereof, requiring payment of the costs of the Fire Services Call-Out and the Owner or Occupier shall make such payment to the Owners Corporation within seven (7) days from the service of the notice.
- 3.6 If an Owner or Occupier fails to comply with any obligation under this by-law:
 - (a) the Owners Corporation may recover the costs of enforcement of this by-law from the Owner or Occupier as a debt due (and may include reference of that debt in the Levy Register for the Lot); and
 - (b) the Owner or Occupier acknowledges and agrees that any such debt under clause 3.5 above, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent or, if the regulations provide for another rate, that other rate, and the interest will form part of that debt.

Special By-Law 35: Recovery of costs for repairs to be fire safety compliant

PART 1

PREAMBLE

1.1

(a) The owners corporation has a responsibility under section 9 of the Act for the management and control of the use of the common property in the strata scheme, including the proper maintenance and in a state of good and serviceable repair the common property and the renewal and replacement of fixtures and fittings in the common property pursuant to section 106 of the Act.

(b) This responsibility includes the procuring and lodgement of a fire safety statement annually in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000.

(c) The purpose of this by-law is to augment the owners corporation's power to facilitate the lodgement of the fire safety statement and where appropriate to repair anything necessary to obtain the fire safety statement.

PART 2

GRANT OF POWER

2.1 Notwithstanding anything contained in the by-laws applicable to the strata scheme, in addition to the powers, authorities, duties and functions conferred or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions to recover the costs of any repairs required to meet Annual Fire Safety Certification Requirements in the strata scheme on the conditions set out in Part 3.

THIS BY-LAW TO PREVAIL

2.2 If there is any inconsistency between this by-law and the by-laws applicable to the strata scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 3

DEFINITIONS & INTERPRETATION

3.1 In this by-law, unless the context otherwise requires:

(a) **Act** means Strata Schemes Management Act 1996.

(b) **Annual Fire Safety Certification Requirements** means all requirements an owners corporation is required to meet in order to have an annual fire safety statement issued in accordance with clauses 175, 176 and 177 of the Environmental Planning and Assessment Regulation 2000.

- (c) **Levy Register** means the levy register maintained in accordance with clause 8 of the Strata Schemes Management Regulation 2010.
- (d) **Lot** means any lot in strata plan 78928.
- (e) **Occupier** means any person in lawful occupation of the Lot.
- (f) **Owner** means the owner of the Lot.
- (g) **Permitted Person** means a person in the strata scheme with the express or implied consent of an Owner or Occupier.

3.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

PART 4

RECOVERY OF COSTS AND OTHER EXPENSES FOR WORK REQUIRED TO MEET ANNUAL FIRE SAFETY CERTIFICATION

Prohibition

- 4.1 An Owner or Occupier must not without lawful excuse or cause, make, or cause to be made, any act, omission, repairs or works which will cause the strata scheme to be unable to meet Annual Fire Safety Certification Requirements.

Reimbursement

- 4.2 Without limiting the generality of clause 4.2 hereof, an Owner or Occupier who makes, or causes to be made, any act, omission, repairs or works in contravention of clause 3.1 hereof shall reimburse the owners corporation for all costs incurred with respect to meeting the Annual Fire Safety Certification Requirements.
- 4.3 An Owner or Occupier acknowledges and agrees that he will reimburse the owners corporation for all costs of any works or repairs required to be carried out with respect to any damaged element of fire safety equipment in order to meet Annual Fire Safety Certification Requirements.

Service of Notice

- 4.4 The owners corporation may serve a notice on an Owner or Occupier, who has contravened clause 4.1 hereof, requiring rectification of any act, omission, works or repairs which have caused the owners corporation to be unable to comply with the Annual Fire Safety Certification Requirements.

Compliance with Notice

- 4.5 The notice served in accordance with clause 4.4 hereof shall specify which repairs, renewals or replacements must be effected.
- 4.6 The Owner or Occupier shall immediately comply with the notice and carry out all necessary repairs, renewals or replacements in order to properly rectify all such acts or omissions.
- 4.7 Upon completion of the repairs, renewals or replacements, the Owner or Occupier shall provide written confirmation to the owners corporation, within fourteen (14) days from the service of the notice, that such completion has been effected.

Default

- 4.8 In the event that the Owner or Occupier does not comply with clauses 4.6 and 4.7 hereof, then the provisions of Part 5 shall apply.
- 4.9 An Owner or Occupier acknowledges and agrees that he will not tamper with anything which the owners corporation is required to meet Annual Fire Safety Certification Requirements.

PART 5

FAILURE TO COMPLY

- 5.1 If an Owner or Occupier fails to comply with any obligation under this by law:
 - (a) the owners corporation may, by its agents, employees or contractors, enter upon the Lot to inspect Annual Fire Safety Certification Requirements and carry out all works necessary (in the absolute discretion of the owners corporation) to comply with its obligation to have an annual fire safety statement issued in accordance with clause 177 of the Environmental Planning and Assessment Regulation 2000.
 - (b) the owners corporation may recover the costs of complying with Annual Fire Safety Certification Requirements from the Owner or Occupier as a debt due;
 - (c) the costs of complying with the Annual Fire Safety Certification Requirements may be included, by way of reference to that debt, in the Levy Register for the Lot in the circumstances in which those costs have resulted from the failure of the Owner or Occupier to comply with clause 3.4 hereof;
 - (d) the owners corporation may include reference to any debt on notices under section 109 of the Act; and
 - (e) the Owner or Occupier acknowledges and agrees that any such debt under clause 3.4 hereof, if not paid at the end of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10 per cent.

PART 6

APPLICABILITY

- 6.1 For the avoidance of doubt, this by law applies to all fire safety systems and devices installed prior to and after this by-law being made.
- 6.2 The applicability of this by-law shall be reviewed subject to the amendment of any act or regulation which applies to Annual Fire Safety Certification Requirements.

Special By-Law 36: Car parking spaces

- 1.1 This by-law applies to carparking spaces that are part lots, utility lots or exclusive use areas.
- 1.2 You may only use your carparking space for the parking of registered and operational motor cars or motor cycles on a daily basis in the ordinary course of your business, where each such motor car has a maximum length of 5.1 metres and a maximum width of 1.9 metres and maximum unladen weight of 2.0 tonnes.
- 1.3 You must not use your carparking space for any other purpose (temporary or otherwise) including, without limitation:
 - (a) as a storage area, including as a marshalling area for goods & materials, pallets, bins, rubbish or containers;
 - (b) the washing of vehicles or equipment;
 - (c) for the carrying out of mechanical or other repairs; or
 - (d) parking any other vehicle including boats, caravans, trailers, storage containers or any unregistered, broken down or non-operative motor vehicles.
- 1.4 You must:
 - (a) sweep your carparking space & remove any rubbish regularly or as directed by the Owners Corporation;
 - (b) regularly clean your carparking space (including cleaning grease and oil leaks);
 - (c) properly maintain your carparking space (but not structural maintenance);
 - (d) repair damage to the common property caused by exercising your rights under this by-law;
 - (e) give the Owners Corporation access to and over your carparking space to maintain and replace common property; and
 - (f) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this by-law or using your carparking space.
- 1.5 The Owners Corporation is not responsible for:

(a) anything stolen from a carparking space or a motor vehicle parked in a carparking space;
or

(b) damage to a motor vehicle or anything else kept in a carparking space (including damage to a vehicle entering or leaving the carparking space).

1.6 You may not lease or license a carparking space or allow anyone else to use a carparking space (other than your employees and invitees, for casual parking on a daily basis) without the written consent of the owners Corporation.

1.7 If you do not comply with your obligations under this by-law, the Owners Corporation may do the thing that you should have done under this by-law but which you have not done or have not done properly. The Owners Corporation must give you at least seven (7) days notice before it does the work. You must reimburse the Owners Corporation for its costs of rectifying that non compliance.

1.8 The Owners Corporation may recover any costs owed to it by you under this by-law as a debt.

Special By-Law 37: Parking of vehicles in scheme

GRANT OF POWER

In addition to the powers, authorities, duties and functions conferred by or imposed on it pursuant to the Act, the owners corporation shall have the additional powers, authorities, duties and functions in relation to car parking in the Scheme subject to the conditions under Part 3 of this by-law as follows:

1.1 the power to regulate the use of common property and the Visitor Parking Area for parking of motor or other vehicles;

1.2 the power to wheel clamp an owner's, occupier's or Visitor's motor or other vehicle parked or left in contravention with this by-law;

1.3 the power to enter into arrangements with third parties (including vehicle towing services) to remove or wheel clamp motor or other vehicles that are parked or left in contravention of this by-law; and

1.4 the power to erect signage regarding parking including advising that motor or other vehicles parked or left in contravention of this by-law will be removed from the Scheme or wheel clamped.

PART 2

DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires:

(a) **Act** means the *Strata Schemes Management Act 2015 (NSW)*.

(b) **Authority** means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the local council.

- (c) **Building** means the building situated at 23 Narabang Way Belrose.
- (d) **Car Parking Fee** means the fees and charges in the amounts as determined from time to time incurred by the owners corporation for the administrative and other costs and expenses for and in connection the parking of a motor or other vehicle on common property and with issuing a notice pursuant to clause 3.7(e) and payable by the relevant Owner to the owners corporation in accordance with Part 5.
- (e) **Lot** means any lot in strata plan 78928.
- (f) **Scheme** means the strata scheme created by the registration of strata plan 78928.
- (g) **Visitor** means a bona fide guest or invitee of an owner or occupier, but does not include an occupier.
- (h) **Visitor Parking Area** means any area designated for parking in the Scheme not comprising part of the Lot.

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) references to legislation include references to amending and replacing legislation; and
- (e) where a term of this by-law is inconsistent with any by-law applicable to the Scheme then this by-law shall prevail to the extent of the inconsistency.

PART3

CONDITIONS

- 3.1 The owner or occupier of a Lot shall not cause or permit to park or stand, a motor or other vehicle upon the common property and/or upon the Visitor Parking Area at any time, except with the written approval of the owners corporation.
- 3.2 The owner or occupier of a Lot shall not cause or permit its Visitor to park or stand a motor or other vehicle upon the common property (excluding the Visitor Parking Area and in accordance with this by-law) at any time.
- 3.3 The owner or occupier of a Lot shall not cause or permit its Visitor to park or stand, a motor or other vehicle upon the Visitor Parking Area for more than 4 hours and in any one week, except with the written approval of the owners corporation. For the avoidance of doubt, no overnight parking is permitted in the Visitor Parking Area or elsewhere on the common property except with the prior written approval of the owners corporation.
- 3.4 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor or other vehicle upon the common property or upon the Visitor Parking Area under clauses 3.1, 3.3, 3.5 or 3.6.

3.5 The owner or occupier of a Lot shall not repair, or allow to be repaired, a motor or other vehicle upon the Visitor Parking Area or upon the common property or upon the Visitor Parking Area or upon the common property at any time, except with the prior written approval of the owners corporation.

3.6 The owner or occupier of a Lot must not cause or permit any employee, contractor, tradesperson, removalist or the like to:

(a) park or stand a motor or other vehicle upon the Visitor Parking Area for a period exceeding two (2) consecutive hours; or

(b) repair a motor or other vehicle upon the Visitor Parking Area without prior written approval of the owners corporation.

3.7 The owners corporation or executive committee, for the purpose of the control, management and use of the common property and Visitor Parking Area and particularly the parking or standing of motor or other vehicles upon the Visitor Parking Area or other common property may:

(a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of motor or other vehicles in or on the common property or the Visitor Parking Area;

(b) remove any motor or other vehicle parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law;

(c) apply wheel clamp(s) to motor or other vehicles parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law;

(d) install signage on the common property or the Visitor Parking Area of the effect of this by-law and limitations on the standing/parking of motor or other vehicles;

(e) place a notice on or about the windscreen of any motor or other vehicle parked or standing in or on the common property or the Visitor Parking Area in contravention of this by-law or any resolution of the executive committee under this by-law; and

(f) take such further action consistent with this by-law as is lawful, reasonable and necessary in order to regulate or restrict the parking of motor or other vehicles in or on the common property or the Visitor Parking Area.

3.8 If the owners corporation erects signage regulating the parking or standing of motor or other vehicles in or on the common property or the Visitor Parking Area, every owner and occupier of a lot must abide by those signs and must procure that their tradespersons, contractors and Visitors abide by those signs, in default of which, the owner or occupier of the lot responsible for or in connection with its or its Visitor's breach of this by-law, will be liable to pay the costs of the owners corporation in enforcing this by-law.

3.9 If an owner or occupier of a Lot parks a motor or other vehicle on the common property without consent under this by-law then the owners corporation may charge the Car Parking Fee.

PART4

ENDURING OBLIGATIONS

4.1 An owner or occupier:

- (a) must comply with the terms of this by-law and any approval or directions of the owners corporation or the executive committee given under this by-law in respect of parking upon the common property and the Visitor Parking Area;
- (b) must ensure that its Visitor(s), employees, contractors, tradespersons, removalists or the like comply with this by-law;
- (c) agrees that by parking a vehicle (or allowing a vehicle to be parked) upon the common property and/or upon the Visitor Parking Area in contravention of this by-law or any signage at the Scheme, that owner or occupier consents to the removal or wheel clamping of the vehicle under the terms contained in Part 3 of this by-law and Sections 651B and 651C of the Local Government Act 1993;and
- (d) who has parked, caused or permitted a motor or other vehicle (or allowed or caused a Visitor to park or stand a motor or other vehicle) upon the common property and/or upon the Visitor Parking Area in contravention of this by-law;

such motor or other vehicle being subsequently removed or wheel clamped under Part 3 of this by-law hereby:

- (i) indemnifies and keeps indemnified the owners corporation for the costs incurred by the owners corporation of removing and storing the motor or other vehicle or wheel clamping the motor or other vehicle;
- (ii) agrees that an agreement pursuant to section 651C(2)(d) of the Local Government Act 1993 has been made and is in force; and
- (iii) indemnifies and shall keep indemnified the owners corporation for any loss or damage caused (including to the vehicle) as a result of action to remove or wheel clamp the motor or other vehicle under Part 3 of this by-law.

PART5

DEFAULT BY OWNER

5.1 The owners corporation may recover from the owner or occupier all costs associated with administering the policy expressed in this by-law including the Car Parking Fee.

5.2 Any payment required by the owners corporation in accordance with this by-law becomes due and payable to the owners corporation in accordance with the decision of the owners corporation to require that payment.

5.3 Any payment required from an owner or occupier may be recovered in a court of competent jurisdiction as a debt.

5.4 The owners corporation may levy a payment by serving written notice of the charge payable by that owner or occupier.

5.5 A charge if not paid at the end of one month after it becomes due and payable, shall bear, until paid, simple interest at an annual rate of ten per cent (10%).

5.6 The owners corporation may recover, as a debt a charge not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the owners corporation incurred in recovering that amounts.

Special By-Law 38: Previous Approvals

An owner or occupier of a lot who obtained an approval from the owners corporation or strata committee under any former by-law is taken to be an approval under the corresponding current by-law (including any conditions) and where no such by-law exists the former by-law (and approval) is revived for the purpose of the approval (including any conditions placed upon that approval).

Special By-Law 39: Major and minor works approval programme

Note: Any "optional" provisions contained within by-law 39 at registration shall be considered to form part of by-law 39, unless there are owners corporation minutes which show that the optional provisions ought to have been deleted prior to registration.

PART 1 - PREAMBLE

1.1 The purpose of this by-law is to:

- (a) Provide a programme for the seeking of approval from the Owners Corporation to the carrying out of Works to a Lot and to regulate the maintenance, repair and replacement of those Works.
- (b) Delegate to the Strata Committee the power to approve Minor Works applications.

PART 2 - DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law, unless the context otherwise requires:

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means the form attached at Annexure "A – Building Works Application Form" or as the strata committee may otherwise approve from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.
- (e) **Bond** means the amount of \$1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the

Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.

- (f) **Building** means the building situated at 23 Narabang Way Belrose NSW 2085.
- (g) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.
- (h) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.
- (i) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.
- (j) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (k) **Lot** means any lot in strata plan number 78928.
- (l) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:
 - (i) work involving structural changes;
 - (ii) work requiring penetration to or removal of common property floors, walls and ceilings;
 - (iii) work that changes the external appearance of a lot, including the installation of an external access ramp;
 - (iv) work involving waterproofing; and
 - (v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.
- (m) **Minor Works** has the same meaning as minor renovations as defined from time to time in the Act and the Regulations including but not limited to:
 - (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) work involving reconfiguring of internal walls;

- (vi) installing security or alarm system;
 - (vii) installing a reverse cycle split system air-conditioner; and
 - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.
- (n) **Owner** means the owner(s) of the Lot(s).
- (o) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 78928.
- (p) **Regulations** means the *Strata Schemes Management Regulations 2016*.
- (q) **Works** means Minor Works and Major Works.

2.2 Interpretation

2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the building manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes any of the Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No 78928 and this by-law, the provisions of this by-law shall prevail.

1.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

PART 3 - CONDITIONS

3.1 Cosmetic Works

- (a) The Owners Corporation may add to the definition of Cosmetic Works from time-to-time by circulation of written notification to all Owners.
- (b) An Owner may carry out Cosmetic Works to their lot without consent of the Owners Corporation.

3.2 Before Commencement of Works

- (a) Prior to commencement of any Works, an Owner must submit to the strata committee:
 - (i) a duly completed Approved Form;
 - (ii) detailed specifications as to the works to be undertaken and the duration of any impact on the common property or disruption to common property services or access; and
 - (iii) Copies of any Insurance policies as relevant to the Works, if required.
- (b) Upon receipt of the Approved Form, the strata committee shall determine, at its absolute discretion, whether the Works to be carried out are Minor Works or Major Works. In order to make such determination, the strata committee may request the Owner to provide additional details of the Works, including plans, specifications and engineer's reports or certifications.
- (c) On making the determination, the strata committee shall inform the Owner, in writing, of that determination.

3.2.1 Minor Works

- (a) If the strata committee determines that the works are Minor Works, the strata committee may approve the Minor Works application.
- (b) If the Minor Works are approved by the strata committee, the Owner may carry out the Minor Works without further consent of the Owners Corporation.
- (c) The Owners Corporation or strata committee may impose further conditions in addition to those provided for by this by-law with respect to the carrying out of the Works and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

3.2.2 Major Works

- (a) If the strata committee determines that works to be carried out are Major Works, the Owner must lodge the Bond (if the Bond has not been lodged with the Approved Form) within fourteen (14) days from the date of notification by the strata committee.
- (b) Before commencement of any Major Works, the Owner must:
 - (i) provide a complete proposal concerning the Major Works including but not limited to:
 - (I) plans and specifications of the proposed works;
 - (II) specifications for any sound or energy rating, type, size together with the manufacturer's or suppliers brochure regarding same;
 - (III) a diagram depicting the location of or proposed installation points of all parts of the works;
 - (IV) engineering plans and certifications if requested by the Owners Corporation;
 - (V) any necessary approvals/consents/permits from any Authority; and

- (VI) a report(s) from an engineer nominated by the Owners Corporation concerning the impact of the works on the structural integrity of the Building and Lot and common property (if required);
- (ii) prepare and provide to the Owners Corporation:
 - (I) a new by-law (as per Annexure B) under the Act, to amend the definition of "Major Works", "Lot" and include a new definition of "Plans" to cover the specific scope of Major Works to be carried out and Part 1 to confer rights of exclusive use and enjoyment and special privilege; and
 - (II) the owner's written consent to:
 - 1. the passing of the by-law; and
 - 2. be responsible for the maintenance, repair and replacement of the Major Works,
 - (III) where required, written consent of other affected owners to the passing of the by-law;such by-law (marked **Annexure "B –Works"**) and form of consent (marked **Annexure "C – Consent"**) to be prepared substantially in the terms set out in **Annexures "A" and "B"** and to be considered at a general meeting of the Owners Corporation.
- (iii) pay for all costs of the Owners Corporation including:
 - (I) legal fees for reviewing the proposal;
 - (II) fees for convening any meeting to consider the proposal;
 - (III) any other reasonable professional fees required to consider the proposal including strata management fees or engineering fees; and
 - (IV) registration fees for the by-law contemplated in clause 3.2.2(b)(ii);
- (iv) provide a dilapidation report prepared by a structural engineer having reviewed the Major Works in relation to any area of the Building (if required including any lot and common property) that may be affected by the Works. The dilapidation report shall be in writing and shall include photographs of the relevant areas; and
- (v) obtain written consent to the date for the commencement of the Works from the Owners Corporation upon satisfaction of its obligations in clause 3.2.2(b) above. For clarity, no Major Works may be commenced unless and until the by-law referred to in clause 3.2.2(b)(ii) is passed by special resolution at a duly convened general meeting of the Owners Corporation.
- (c) Upon receipt of a by-law under clause 3.2.2(b)(ii) the Owners Corporation will review the proposal and stipulate any relevant conditions to be contained in the common property rights by-law such conditions to include (but not be limited to) those set out in clauses (inclusive).

3.3 Specific Conditions – Reconfiguration

- (a) Unless prior written approval is granted by the Owners Corporation, the following conditions apply as relevant:
- (b) Where the Works include reconfiguration of walls the Owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the Owner and the Owners Corporation must be provided certifying reconfiguration will have no structural impact and does not involve any load bearing walls.
- (c) Where Works involve the installation of a floor finish other than carpet:
 - (i) before commencement of Works, the Owner must provide to the Owners Corporation or strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(c)(ii)(II) below;
 - (ii) the Owner must:
 - I. 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 an Owner or occupier of another Lot;
 - II. ensure that the flooring is insulated with soundproofing underlay as specified by the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT, w}$ exceeding 40 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation;
 - (iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the Owners Corporation or strata committee may require, and if it does so, the Owner must provide the Owners Corporation or strata committee with a certificate from a qualified acoustic engineer acceptable to the Owners Corporation or strata committee. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(v);
- (d) Where the Works involve alteration, replacement, addition or removal of ceiling insulation such works must:

- (i) not be commenced without prior written approval from the Owners Corporation or strata committee; and
 - (ii) be carried out in a tradesmanlike and professional manner and comply with fire safety standards.
- (e) Where the Works involve the installation of air-conditioning units, the Works must:
- (i) have a new condenser unit (external) that:
 - I. is mounted on vibration pads in a location so to minimise noise and vibration;
 - II. is installed unobtrusively on the location as approved by the Owners Corporation or strata committee in writing); and
 - III. is not visible from the street. All electrical and coolant lines must be concealed as much as possible;
 - (ii) not be installed through or attached to windows or brick walls;
 - (iii) be manufactured, designed and installed to specifications for commercial/domestic use; and
 - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (f) Owners must ensure that in carrying out Cosmetic Works and Works to the Lot:
- (i) access panels are not blocked;
 - (ii) exhaust fans do not penetrate into the ceiling;
 - (iii) hot water service overflow pipes do not penetrate external walls but are plumbed into internal pipes in accordance with Australian Standards.

3.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Works the Owner shall notify the Owners Corporation and each owner (by way of letterbox drop) of the proposed day of commencement of the Works or an aspect of the Works.
- (b) At least two (2) days prior to the commencement of the Works or an aspect of the Works the Owner shall make arrangements with the building manager regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Works; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Works are being conducted.

3.5 Compliant Works

To be compliant under this by-law, Works:

- (a) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;

- (b) must be manufactured, designed and installed to specifications for domestic use;
- (c) must be in accordance with Australian Standards and the Building Code of Australia;
- (d) for fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (e) must be in keeping with fire safety standards.

3.6 During construction

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted with due care and skill and comply with the current Building Code of Australia and Australian Standards;
- (c) ensure the Works are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Works between the hours of 7:30 AM and 5:00 PM Monday-Friday and from 8:00 AM to 12:00 PM Saturday or such other times reasonably approved by the strata committee. No Works are to be carried out on a Sunday or public holiday unless they are silent works (e.g. painting);
- (e) transport all construction materials, equipment and debris as reasonably directed by the Owners Corporation and keep all areas of the Building outside the Lot clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the Owners Corporation;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the Owners Corporation;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the Owners Corporation;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Works to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy works (e.g., jackhammering, the use of any pneumatic, rotary or powder-actuated tools) such works which may only be carried out between the hours of 9:00 AM and 12:00 PM or 1:00 PM to 4:00 PM Monday-Friday or such other times reasonably approved by the Owners Corporation;
- (l) ensure that the Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;

- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Works or their scope without first obtaining the consent in writing from the Owners Corporation.

3.7 After construction

3.7.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to indicate completion of the Works;
- (d) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Major Works or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law;
- (e) provide (if required) the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the Works have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.

3.7.3 Upon satisfaction of clause 3.7.1 the Owners Corporation will refund the Bond to the Owner less any costs incurred by the Owners Corporation for or in connection with the carrying out of the Works or breach of this by-law.

3.8 Statutory and other requirements

- (a) The Owner must:
 - (i) comply with all requirements of the Owners Corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works;
 - (ii) ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
 - (iii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and

(iv) comply with the provisions of the *Home Building Act 1989*.

(b) The Works must:

- (i) be carried out with due care and skill and in accordance with the plans and specifications set out in the contract;
- (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 Enduring rights and obligations

3.9.1 An Owner must:

- (a) properly maintain, replace and keep in good and serviceable repair any Works installed by them;
- (b) properly maintain and upkeep those parts of the common property in contact with the Works;
- (c) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (d) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (e) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (f) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of clause 3.11.

3.9.2 If the dilapidation report referred to in 3.2.2(b)(iv) of this by-law is obtained, the Owner and the Owners Corporation acknowledge and agree that shall be the basis for ascertaining and determining whether any damage has been occasioned by the Works to the common property and any lot.

3.10 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (b) apply the Bond towards the costs incurred by the Owners Corporation to carry out that work;

- (c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (d) recover any costs from the Owner as a debt due.

3.11 Essential Works

No Owner or occupier shall refuse or restrict the Owners Corporation's (or its officers, employees, contractors or agents) lawful entry, or access to all or any part of the Works to carry out Essential Works to the common property (at the cost of the Owners Corporation) which may be attached to, in, under or about the Works including the common property structures or services provided that the Owners Corporation shall give prior notice to the owner or occupier (emergencies excepted).

3.12 Applicability

In the event that the owner desires to remove the Works installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

Annexure "A – Building Works Application Form"

STRATA PLAN 78928

BUILDING WORKS APPLICATION FORM

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the BY-LAW NO. 39 FOR MAJOR AND MINOR WORK APPROVAL PROGRAMME. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Strata committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME _____ UNIT/LOT NUMBER _____

CONTACT TELEPHONE (list all).....

EMAIL

LOCATION: KITCHEN BATHROOM TOILET HALLWAY
 LIVING ROOM BEDROOM OTHER.....

WORK

INVOLVES: PAINTING TILING FLOOR SURFACES ELECTRICAL
 CEILING AIRDUCTS FIRE SPRINKLERS
 PLUMBING MASONRY WALL REMOVAL/PENETRATION
 COMMON PROPERTY ALTERATION OTHER

PREFERRED DATE OF WORKS STARTING...../...../..... ENDING...../...../.....

PLEASE ATTACH DETAILED DESCRIPTION OF INTENDED WORKS

AND EITHER: PLAN BY ARCHITECT (if available)

OR: ROUGH PLAN / DIAGRAM (provided by owner)

BOND DEPOSIT: Please check with your strata committee as to the amount payable as bond and record those details here: Amount: \$ _____ Date Paid: _____ Strata Committee acknowledge receipt: ___ (SC Initial)

DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the By-Law No. 39 for major and minor work approval programme and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: DATE.....

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL **ALTERATIONS:**
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry.

OWNERS SIGNATURE: DATE.....

CEILING **CAVITY** **ALTERATIONS:**
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

OWNERS SIGNATURE: DATE.....

Annexure "B -WORKS"

MOTION < >

Subject to the by-law in the next succeeding motion being approved, The Owners – Strata Plan No 78928 SPECIALLY RESOLVES pursuant to section 108 of the *Strata Schemes Management Act 2015* for the purpose of improving or enhancing the common property to specifically authorise the Works proposed by the owner of lot 333 to the common property on the terms and in the manner as set out in the by-law.

MOTION < >

Subject to the preceding motion being approved, The Owners – Strata Plan No 78928 SPECIALLY RESOLVES pursuant to sections 141 and 143 of the *Strata Schemes Management Act 2015* to make a by-law adding to the by-laws applicable to the strata scheme in the following terms:

SPECIAL BY-LAW NO 39

Lot 333 Works

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of By-law No. 39 are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3

DEFINITIONS

3.1 In addition to the definitions in Part 2 of By-law 39, the following definitions are also adopted:

- (a) "Major Works" means the works to the Lot and the common property to be carried out in connection with the _____ works for the Lot including:
 - (i) _____; and
 - (ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.
- (b) "Lot" means _____ in strata plan 78928.
- (c) "Plans" means the plans/drawings prepared by _____ and dated _____ a copy of which were tabled at the meeting at which this by-law was passed and which may be attached to this by-law.

PART 4

CONDITIONS

4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works. These conditions include:

(a) The Owner must complete the Major Works by [insert date]. If the Owner has not completed the Major Works by [insert date] the Owners Corporation will issue the Owner with a "Notice to Complete" which records that

(i) the Major Works must be completed within 21 days of the date of the Notice to Complete; and

(ii) if the Major Works have not been completed within 21 days of the date of the Notice to Complete the Owners Corporation may retain part of the Owners bond at a rate of \$10.00 per day from the expiry of the 21 day notice period until such time as the Major Works are completed.

INSERT ANY ADDITIONAL/SPECIAL CONDITIONS

Annexure "C"

CONSENT UNDER SECTION 143
STRATA SCHEMES MANAGEMENT ACT 2015
STRATA SCHEME 78928

TO: The Registrar-General
Land & Property Information NSW
Queens Square
SYDNEY NSW 2000

I/We _____ CONSENT to the making of a by-law conferring rights over the common property for the installation of _____ to be carried out by me/us as the owner/s of lot _____ in our strata scheme and conferring on me/us the responsibility to repair and maintain such works.

The by-law is to be made by the Owners Corporation at a general meeting on _____ or any adjournment of that meeting.

Dated:

Signature of _____

Owner of Lot _____

cc: The Owners – Strata Plan No 78928

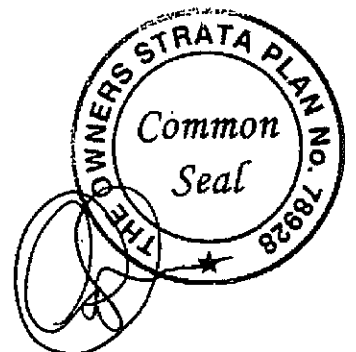
The common seal of the Owners-Strata Plan No. 78928 was affixed on

_____ in the presence of:

Signature(s): _____

Name(s): _____

Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015
to attest the affixing of the seal.



Film with AN 94126

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 78928 was affixed on 17th January 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

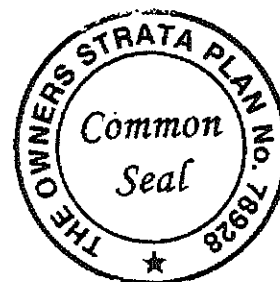
Signature: [Signature] Name: C. Ferguson Authority: MANAGER

Signature: Name: Authority:

[^] Insert appropriate date
^{*} Strike through if Inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.







Northern Beaches Council Planning Certificate – Part 2&5

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

Reference: 56986076:88494482
Date: 21/05/2019
Certificate No. ePLC2019/2772

Address of Property: 74/23 Narabang Way BELROSE NSW 2085
Description of Property: Lot 74 SP 78928

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
 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 B7 Business Park

1 Objectives of zone

- To provide a range of office and light industrial uses.
- To encourage employment opportunities.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To create business park employment environments of high visual quality that relate favourably in architectural and landscape treatment to neighbouring land uses and to the natural environment.
- To minimise conflict between land uses in the zone and adjoining zones and ensure the amenity of adjoining or nearby residential land uses.

2 Permitted without consent

Nil

3 Permitted with consent

Centre-based child care facilities; Garden centres; Hardware and building supplies; Light industries; Neighbourhood shops; Office premises; Passenger transport facilities; Respite day care centres; Roads; Self-storage units; Take away food and drink premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Business premises; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home-based

child care; Home businesses; Home occupations; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Places of public worship; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Retail premises; Rural industries; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect and enhance the quality and character of visually sensitive areas and preserve significant natural landforms in their natural state.
- To manage development in areas having steep sloping topography or that are subject to any potential landslip.
- To manage water quality in significant water catchment areas.
- To ensure that development, by way of its type, design and location, complements and enhances the natural environment in environmentally sensitive areas.

2 Permitted without consent

Nil

3 Permitted with consent

Environmental protection works; Roads

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other 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:

Schedule 1 Additional permitted uses

(Clause 2.5)

1 Use of certain land at 8 Aperta Place, Beacon Hill

(1) This clause applies to land at 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335, shown as "Area 1" on the Additional Permitted Uses Map.

(2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties).

2 Use of certain land at 5 Hews Parade, Belrose

(1) This clause applies to land at 5 Hews Parade, Belrose, being Lot 6, DP 834036, shown as "Area 2" on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

3 Use of certain land at corner of Mona Vale Road and Forest Way, Belrose

(1) This clause applies to land at the corner of Mona Vale Road and Forest Way, Belrose, shown as "Area 3" on the Additional Permitted Uses Map.

(2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation, pubs and shops (with a gross floor area not exceeding 2,500m²) is permitted with consent.

(3) Hotel or motel accommodation and pubs referred to in subclause (2) must include at least one room for the holding of conferences, functions and similar events.

4 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien Place, Davidson and John Oxley Drive, Frenchs Forest

(1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien Place, Davidson and John Oxley Drive, Frenchs Forest, shown as "Area 4A", "Area 4B" or "Area 4C" on the Additional Permitted Uses Map.

(2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability and visual sensitivity of the land and any impact on the water quality of Middle Harbour).

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

(1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as "Area 5" on the Additional Permitted Uses Map.

(2) Development for the following purposes is permitted with consent:

(a) office premises,

(b) retail premises,

(c) shop top housing.

(3) Consent must not be granted under this clause to development for the purposes of shop top housing unless the consent authority is satisfied that the development will not have a significant adverse impact on any adjoining land in Zone IN1 General Industrial.

6 Use of certain land at Cottage Point

(1) This clause applies to land at Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708, shown as "Area 6" on the Additional Permitted Uses Map.

(2) Development for the purposes of kiosks, marinas, neighbourhood shops and registered clubs is permitted with consent.

7 Use of certain land at 2 Anderson Place, Cottage Point

- (1) This clause applies to land at 2 Anderson Place, Cottage Point, being Lot 23, DP 819003, shown as "Area 7" on the Additional Permitted Uses Map.
- (2) Development for the purposes of restaurants or cafes is permitted with consent.

8 Use of certain land at 30 Campbell Avenue, Cromer

- (1) This clause applies to land at 30 Campbell Avenue, Cromer, being Lot 1, DP 227969, shown as "Area 8" on the Additional Permitted Uses Map.
- (2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Pittwater Road, Dee Why

- (1) This clause applies to land at Pittwater Road, Dee Why, being Lot 1, DP 706230, shown as "Area 9" on the Additional Permitted Uses Map.
- (2) Development for the purposes of recreational facilities (indoor) (provided that the facility operates in conjunction with a registered club) and registered clubs is permitted with consent.

10 Use of certain land at Melwood Avenue, Forestville

- (1) This clause applies to land at Melwood Avenue, Forestville, being Lot 2589, DP 752038 and Lot 31, DP 366454, shown as "Area 10" on the Additional Permitted Uses Map.
- (2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

- (1) This clause applies to land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as "Area 11A" or "Area 11B" on the Additional Permitted Uses Map.
- (2) Development for the purposes of industrial retail outlets, service stations, hardware and building supplies, vehicle body repair workshops, vehicle repair stations and wholesale supplies is permitted with consent.

12 Use of certain land at 39 Frenchs Forest Road East, Frenchs Forest

- (1) This clause applies to land at 39 Frenchs Forest Road East, Frenchs Forest, being Lot X, DP 405206, shown as "Area 12" on the Additional Permitted Uses Map.
- (2) Development for the purposes of pubs is permitted with consent.

13 Use of certain land at Lumsdaine Drive, Freshwater

- (1) This clause applies to land at Lumsdaine Drive, Freshwater, being Lot 100, DP 1136132 and Lot 2, DP 579837, shown as "Area 13" on the Additional Permitted Uses Map.
- (2) Development for the purposes of recreation facilities (indoor), recreation facilities (outdoor) (but only if the facility, whether indoor or outdoor, operates in conjunction with a registered club) and registered clubs is permitted with consent.

14 Use of certain land at 29 Moore Road, Freshwater

- (1) This clause applies to land at 29 Moore Road, Freshwater, being Lots 1-5, Section 1, DP

7022 and Lot 13, Section 1, DP 7022, shown as "Area 14" on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

15 Use of certain land at 80 Undercliff Road, Freshwater

(1) This clause applies to land at 80 Undercliff Road, Freshwater, being Lot B, DP 329073, shown as "Area 15" on the Additional Permitted Uses Map.

(2) Development for the purposes of restaurants or cafes is permitted with consent.

16 Use of certain land at 1260 Pittwater Road, Narrabeen

(1) This clause applies to land at 1260 Pittwater Road, Narrabeen, being Lots 1 and 2, DP 1094308, shown as "Area 16" on the Additional Permitted Uses Map.

(2) Development for the purposes of hotel or motel accommodation is permitted with consent.

17 Use of certain land at 2 Aumuna Road, Terrey Hills

(1) This clause applies to land at 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456, shown as "Area 17" on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, pubs, recreation areas, recreation facilities (indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

18 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills

(1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as "Area 18" on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, recreation areas, recreation facilities (indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

19 Use of certain land in Zone RE1

(1) This clause applies to the following land:

(a) land at Collaroy, known as Long Reef Golf Club, being Lot 1, DP 1144187, shown as "Area 19A" on the Additional Permitted Uses Map,

(b) land at Manly Vale, known as Manly Vale Bowling Club, being part of Lot 2743, DP 752038, shown as "Area 19B" on that map,

(c) land at North Balgowlah, known as Wakehurst Golf Club, being Lot 2730, DP 752038, shown as "Area 19C" on that map,

(d) land at North Manly, known as North Manly Bowling Club, being part of Lot 2743, DP 752038, shown as "Area 19D" on that map.

(2) Development for the purposes of registered clubs is permitted with consent if the registered club is incidental or ancillary to a recreation facility (indoor), recreation facility (major) or recreation facility (outdoor).

20 Use of certain land at Bundaleer Street, Belrose

(1) This clause applies to land at Bundaleer Street, Belrose, being Lot 2, DP 1144741, shown as "Area 20" on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation facilities (outdoor) is permitted with consent.

21 Use of certain land at 184 Wyndora Avenue, Freshwater

(1) This clause applies to land at 184 Wyndora Avenue, Freshwater, being Lots 1, 2, 33, 34 and 35, DP 7912, shown as "Area 21" on the Additional Permitted Uses Map.

(2) Subdivision of the land and development for the purposes of attached dwellings is permitted with consent.

(3) Development consent may only be granted under this clause to a single development application that provides for:

- (a) the subdivision of the land to create not more than 14 lots, and
- (b) the erection of not more than 14 attached dwellings.

(4) Consent must not be granted under this clause to development for the purposes of an attached dwelling unless the consent authority is satisfied that the proposed development includes a single basement car park providing parking spaces for each of the dwellings erected on the land to which this clause applies.

22 Use of certain land at 632 and 634 Warringah Road, Forestville

(1) This clause applies to land at 632 and 634 Warringah Road, Forestville, being Lots 9 and 8, DP 25052, shown as "Area 22" on the Additional Permitted Uses Map.

(2) Development for the purposes of:

- (a) a service station, and
- (b) a neighbourhood shop (with a retail floor area not exceeding 240m²), is permitted with consent if the land is used for both purposes, concurrently.

23 Use of certain land at 729-731 Pittwater Road, Dee Why

(1) This clause applies to land at 729-731 Pittwater Road, Dee Why, being Lot CP, SP 13436, shown as "Area 23" on the Additional Permitted Uses Map.

(2) Development for the purposes of medical centres and office premises is permitted with consent.

(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

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

b) Rural Housing Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

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

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the

land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

f) General Development Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

g) Commercial and Industrial Alterations Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

h) Commercial and Industrial (New Buildings and Additions) Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

i) Container Recycling Facilities Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

j) Subdivisions Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

k) Demolition Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

l) Fire Safety Code

High Biodiversity Significance

For the purposes of clause 1.17A (1) (e), complying development may not be carried out as the land is within an environmentally sensitive area being land identified in the WLEP2011 as being of high biodiversity significance.

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):

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:

Bush Fire Prone Land

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document *Planning for Bush Fire Protection* apply to this land. For further information please contact the Warringah Pittwater District Rural Fire Service.

Draft Northern Beaches Bush Fire Prone Land Map (BFPLM) 2018

This land is identified as bush fire prone land on the Draft Northern Beaches Bush Fire Prone Land Map 2018. The Northern Beaches BFPLM will supersede the Warringah BFPLM 2016, Pittwater BFPLM 2013 and Manly BFPLM 2010 from the date of its Certification by the Commissioner of the NSW Rural Fire Service. Please refer to the project page on Council's website for more information.

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 bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

All of the land is 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.

Planning Certificate – Part 5

ePLC2019/2772

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

As part of ongoing NSW Planning Reforms, the Greater Sydney Commission is preparing six District plans for Sydney in consultation with local Councils. Northern Beaches LGA is part of the North District Plan. More information about the NSW Planning Reforms is available at the NSW Department of Planning (website: www.planning.nsw.gov.au).

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - Response to Low Rise Medium Density Code

Applies to land: Certain land in the *Pittwater Local Environmental Plan 2014* (PLEP 2014) and *Manly Local Environmental Plan 2013* (MLEP 2013)

Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011

- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - 28 Lockwood Avenue, Belrose

Applies to land: 28 Lockwood Avenue, Belrose

Outline: Amends WLEP 2011 to:

- Permit additional land uses of 'residential flat building' and 'multi dwelling housing' on that part of the land fronting Lockwood Avenue only
- Prohibit the granting of development consent for a residential flat building or multi-dwelling housing on the land unless a minimum Floor Space Ratio of 0.5:1 is provided on the site for commercial premises.

Council resolution: 28 November 2017

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Councils protection of Waterways and Riparian Land Policy

Council's Protection of Waterways and Riparian Land Policy (former Warringah) applies to the land.

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <<http://www.bionet.nsw.gov.au>>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final

determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

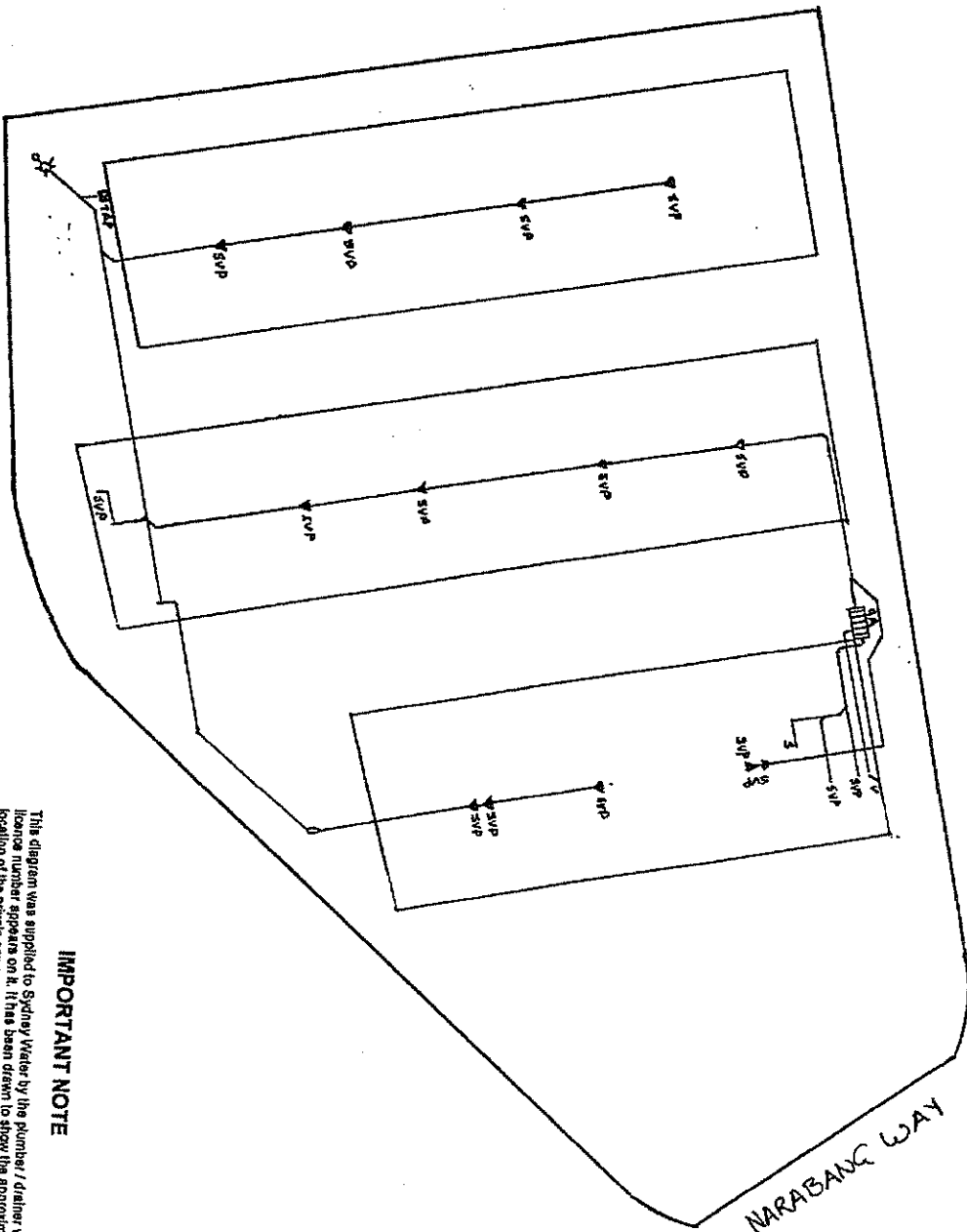
Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



Ray Brownlee PSM
Chief Executive Officer
21/05/2019





This diagram was supplied to Sydney Water by the plumber / drafter whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by contacting a Service Location Pilot from Sydney Water.

IMPORTANT NOTE

NARABANG WAY

A3 SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRAINGAH

Lot No. 1-42 House No. 15

STREET NARABANG

SUBURB OF BELAIR O.S.E

Licence No. 115

Permit / OOD No. P 346830

Signature N/A

Date 23/08/2004

Permit / OOD No.

Signature

Date

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

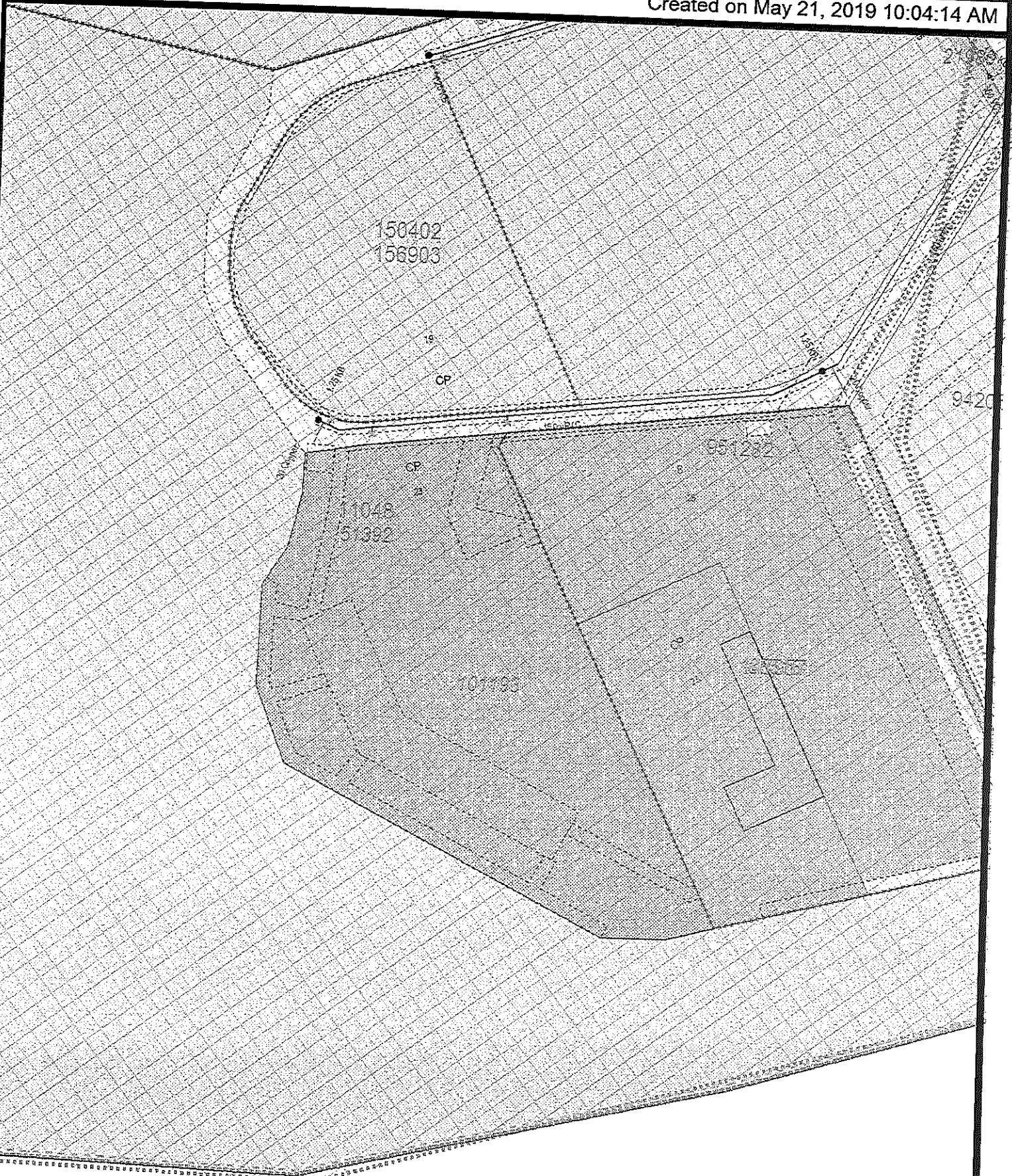
- Manhole
- OW Chamber
- LI Lampbox
- Boundary Tap
- Inspection Shaft
- Pr. P.
- Clearance Periscope
- Surveyor's Instrument
- TSB Trench Mark. Grid
- MBS Measurement Bush
- INDICATES - PULLING FITTINGS & OR FITTINGS
- CO Clean Out
- OV Vent Pipe
- TL (U) Trough/Laundry
- S Sink (soak)
- WO Waste Coat
- SN Sink Waste
- H Bath
- AW Air Admittance Valve
- ELEC. ELEC.
- Pump Lift
- Backsiphon Valve
- Overflow Valve
- Alarm Control Panel
- LP Gas Valve
- LP Gas Valve
- LP Gas Valve
- LP Gas Valve
- Vacuum Chamber
- INDICATES - PULLING ON RIGID FROM ONE LEVEL
- OSW See Vent Pipe
- OWS Waste Stack
- SHV Shower
- OWH Dishwashing machine
- FW Free Water/gly
- OWH Clothes-washing machine
- BS Sink Bin
- SL Sink Laundry
- LP Reducer
- SHV Shower
- OWH Dishwashing machine
- FW Free Water/gly
- OWH Clothes-washing machine
- BS Sink Bin
- SL Sink Laundry
- LP Reducer

SCALE: 1:500

SSD Number 3078664

Information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show other structures or all property boundaries. If you'd like to see these, please buy a Service Location Pilot.









Enquiry ID 3078137
Agent ID 112176689
Issue Date 21 May 2019
Correspondence ID 1689790911
Your reference Progenis

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
S78928/74	Unit 74, 23 NARABANG WAY BELROSE 2085	\$27 057

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?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



Phone enquiries
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Help in community languages is available.

