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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate - Seaforth 551 Sydney Road Seaforth NSW 2092	**phone**: 02 9949 2822 **email**: mariacassarino@stonerealestate.com.au
co-agent		
vendor	Domenico Gerace and Beverley Anne Gerace	
vendor's solicitor	Hunter Lawyers PO Box 583, Drummoyne NSW 1470	**phone**: 02 9719 3999 **email**: apascale@hunterlaw.com.au **ref**: AP:DC:900300
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 802, 9 Sylvan Avenue Balgowlah NSW 2093 LOT 236 STRATA PLAN SP81720 Folio Identifier 236/SP81720	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☐ air conditioning	☒ curtains	☒ insect screens	☒ range hood
☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
☐ clothes line	☐ other:		

exclusions wall mounted TV's and brackets

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

☒ 33 property certificate for strata common property
☒ 34 plan creating strata common property
☒ 35 strata by-laws
☐ 36 strata development contract
☒ 37 strata management statement
☐ 38 strata renewal proposal
☐ 39 strata renewal plan
☐ 40 leasehold strata - lease of lot and common property
☐ 41 property certificate for neighbourhood property
☐ 42 plan creating neighbourhood property
☐ 43 neighbourhood development contract
☐ 44 neighbourhood management statement
☐ 45 property certificate for precinct property
☐ 46 plan creating precinct property
☐ 47 precinct development contract
☐ 48 precinct management statement
☐ 49 property certificate for community property
☐ 50 plan creating community property
☐ 51 community development contract
☐ 52 community management statement
☐ 53 document disclosing a change of by-laws
☐ 54 document disclosing a change in a development contract or management statement
☐ 55 document disclosing a change in boundaries
☐ 56 information certificate (strata)
☐ 57 information certificate (association)
☐ 58 document relevant to an exclusive supply network
☐ 59 disclosure statement - off the plan contract
☐ 60 other document relevant to the off the plan contract

Other

☐ 61

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

Whelan Property Group

strata@whelanproperty.com.au
02 9219 4111

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

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

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

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

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

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

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

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

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

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

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

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

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

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

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

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

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

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

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

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

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

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

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

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

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

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

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

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

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

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

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

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

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

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

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24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

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

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

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

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

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

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

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

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

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

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction
30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
● Transfer
30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
● Place for completion
30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
● Payments on completion
30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding
31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

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

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

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

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SPECIAL CONDITIONS

1. Amendments to standard printed form of Contract

1.1 Clause 5.1 is deleted.

1.2 Clause 7.1 is amended by deleting “5% of the price” and inserting “$1.00” in lieu thereof.

1.3 Clause 23.6.1 is amended by deleting the words “even if it is payable by instalments” and inserting the words “and if payable by instalments the vendor is only liable to pay instalments due and payable prior to the contract date. Any instalments payable on or after the contract date is the purchaser’s liability irrespective of when they were determined” in lieu thereof.

1.4 Clause 23.13 is amended by replacing the word “vendor” with “purchaser”.

1.5 Clause 23.14 is deleted.

1.6 Clause 24.1 is deleted.

1.7 Clause 24.4.3 is deleted.

2. Notice to complete

2.1 In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract provided that the party giving such notice shall be entitled to withdraw such notice to complete and subsequently issue a further notice in lieu thereof.

2.2 If it becomes necessary for the vendor to issue a notice to complete then the Purchaser shall pay to the Vendor the cost of issue of such notice assessed at $450.00 plus GST payable by the purchaser on completion.

3 Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should the Purchaser, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then the Vendor may rescind this contract by

notice in writing forwarded to the Purchaser and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4 Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations and dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5 Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6 Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

7 Swimming pool

The property does not have a swimming pool.

8 Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9 Land Tax

Notwithstanding anything contained herein the purchaser agrees to adjust land tax (if any) on the actual amount payable by the vendor on completion.

10 Release of Deposit

In the event that the deposit herein or any part thereof is required by the vendor to be used as a deposit on the purchase of Real Estate, then without any further authority from the Purchaser, the agent herein or the solicitor for the vendor, as is appropriate, is hereby authorised to release such amount from the deposit as may be required for that purpose.

11 Exchange on less than 10% deposit

In the event that:-

(a) the purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
(b) the purchaser has paid on exchange of Contracts an amount which is less than ten per centum (10%) of the purchase price; and
(c) the vendor terminates this contract

then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less the amount paid on exchange of Contracts, as liquidated damages, and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This special condition shall not merge on completion of the contract.

12 Sewer Diagram

The sewer diagram annexed hereto is the most up to date diagram held by Sydney Water. The purchaser shall not raise any requisition or objection or make any claims for compensation in this regard.

13 Requisitions

For the purpose of Clause 5, the only requisitions or general questions about the property or the title that the purchaser shall be entitled to raise shall be in the form of the Law Society of New South Wales requisitions annexed to this contract.

14 Order on the agent/solicitor

The purchaser's solicitor/conveyancer will provide the Order on the Agent/Solicitor to the vendor's solicitors prior to completion. The Order on the Agent/Solicitor will be held in escrow pending completion.

15 Guarantee

15.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

15.2 The word *guarantor* means ..... and ..... (being the directors of the purchaser).

15.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

15.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

15.4.1 payment of all money payable by the purchaser under this contract; and

15.4.2 the performance of all of the purchaser's other obligations under this contract.

15.5 The guarantor:

15.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

15.5.2 must pay on demand any money due to the vendor under this indemnity.

15.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

15.6.1 the performance by the purchaser of its obligations under this contract; and

15.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

15.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

15.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

15.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

15.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

15.9.2 the release or discharge of any person;

15.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

15.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

15.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

15.9.6 the winding up of the purchaser.

15.9.7 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

15.10 This clause operates as a Deed between the vendor and the guarantor.

Executed by
in the presence of:

……
Director

…….
Signature of Witness

…….
Print full name

…….
Address of Witness

Executed by
in the presence of:

……
Director

…….
Signature of Witness

…….
Print full name

…….
Address of Witness

SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 802/9 Sylvan Avenue, Balgowlah NSW 2093, from **Domenico Gerace and Beverley Anne Gerace**
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Domenico Gerace and Beverley Anne Gerace** and am not employed in the legal practice of a solicitor acting for **Domenico Gerace and Beverley Anne Gerace** nor am I a member or employee of a firm of which a Solicitor acting for **Domenico Gerace and Beverley Anne Gerace** is a member or employee.

4. I have explained
to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:Domenico Gerace and Beverley Anne Gerace
Purchaser:
Property: 802/9 Sylvan Avenue, Balgowlah NSW 2093
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
   (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
   (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handled over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
    (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    (e) In respect of any residential building work carried out in the last 7 years:
        (i) please identify the building work carried out;
        (ii) when was the building work completed?
        (iii) please state the builder's name and licence number;
        (iv) please provide details of insurance under the *Home Building Act 1989*.

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16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
    (a) when did construction of the swimming pool commence?
    (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
    (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
    (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
    (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
    (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 236/SP81720

SEARCH DATE	TIME	EDITION NO	DATE
14/5/2026	1:52 PM	5	29/10/2021

LAND

LOT 236 IN STRATA PLAN 81720
AT BALGOWLAH
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

DOMENICO GERACE
BEVERLEY ANNE GERACE
AS JOINT TENANTS (T AR566919)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP81718

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

900300... PRINTED ON 14/5/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Received: 14/05/2026 13:52:10

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP81718

SEARCH DATE	TIME	EDITION NO	DATE
14/5/2026	1:52 PM	18	19/8/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 81718 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BALGOWLAH
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP81718

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 81718
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WHELAN PROPERTY GROUP PO BOX 75 STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (53 NOTIFICATIONS)

1 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOTS 16-17
SP81720 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP81718
AI828670 AMENDMENT TO STRATA MANAGEMENT STATEMENT
3 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP81718
4 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART SHOWN SO INDICATED IN DP1134156
5 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1134156
6 DP1134515 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.5 METRE(S) WIDE AND VARIABLE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
7 DP1134515 RIGHT OF WAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
8 DP1134518 EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
9 DP1134518 EASEMENT FOR SERVICES VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (53 NOTIFICATIONS) (CONTINUED)
---

10 DP1134518 EASEMENT FOR SERVICES (B) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1150157 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THAT PART OF 21/1134518 SHOWN AS PARTIAL RELEASE OF (B) IN DP1150157
11 DP1134518 EASEMENT FOR LIGHT AND AIR AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
12 DP1134518 EASEMENT FOR CONSTRUCTION PURPOSES APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1134156
13 DP1134518 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
14 DP1134518 RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
15 DP1134518 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
16 DP1134518 EASEMENT FOR PARKING 2.1 METRE(S) WIDE LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
17 DP1134518 EASEMENT FOR OVERLAND FLOW REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
18 DP1134518 EASEMENT FOR OVERLAND FLOW REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1134156
19 DP1134518 EASEMENT FOR OVERLAND FLOW REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
20 DP1134518 EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 METRE(S) WIDE REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
21 DP1134518 EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 METRE(S) WIDE REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1134156
22 DP1134518 EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 METRE(S) WIDE REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
23 DP1134518 EASEMENT FOR SUPPORT APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1134156
24 DP1134518 EASEMENT FOR LANDSCAPING AND PEDESTRIAN PATHWAY VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (53 NOTIFICATIONS) (CONTINUED)

SHOWN SO BENEFITED IN DP1134156
DP1150157 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THAT PART OF 21/1134518 SHOWN AS PARTIAL RELEASE OF (Q) IN DP1150157

25 DP1134156 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE LAND ABOVE DESCRIBED
26 DP1134156 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
27 DP1134156 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED
28 DP1134156 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
29 DP1134156 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE LAND ABOVE DESCRIBED
30 DP1134156 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
31 DP1134156 EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
32 DP1134156 RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM APPURTENANT TO THE LAND ABOVE DESCRIBED
33 DP1134156 EASEMENT FOR CONSTRUCTION PURPOSES REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE LAND ABOVE DESCRIBED
34 DP1134156 EASEMENT FOR CONSTRUCTION PURPOSES REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
35 DP1134156 EASEMENT FOR DRAINAGE 1.5 METRE(S) WIDE AND VARIABLE LIMITED IN STRATUM REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
36 DP1134156 EASEMENT FOR DRAINAGE 1.5 METRE(S) WIDE AND VARIABLE LIMITED IN STRATUM REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
37 DP1134156 EASEMENT FOR DRAINAGE 1.5 METRE(S) WIDE AND VARIABLE LIMITED IN STRATUM REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156
38 DP1134156 EASEMENT FOR KITCHEN EXHAUST AFFECTING THE LAND ABOVE DESCRIBED
39 DP1134156 RIGHT TO USE GREASE ARRESTOR NO.1 AFFECTING THE LAND ABOVE DESCRIBED
40 DP1134156 EASEMENT FOR AIRCONDITIONING SERVICE AFFECTING THE LAND ABOVE DESCRIBED
41 DP1134156 EASEMENT FOR CAR PARK EXHAUST AFFECTING THE LAND

END OF PAGE 3 - CONTINUED OVER

SECOND SCHEDULE (53 NOTIFICATIONS) (CONTINUED)

ABOVE DESCRIBED

42 DP1134156 EASEMENT FOR CAR PARK EXHAUST APPURTENANT TO THE LAND ABOVE DESCRIBED

43 DP1134156 RESTRICTION(S) ON THE USE OF LAND

44 DP1134156 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT

45 DP1134156 EASEMENT FOR CONSTRUCTION PURPOSES REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT AFFECTING THE LAND ABOVE DESCRIBED

46 DP1134156 EASEMENT FOR FUTURE SERVICES AFFECTING THE LAND ABOVE DESCRIBED

47 DP1134156 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

48 DP1134156 RIGHT OF PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156

49 DP1134156 EASEMENT FOR ART VARIABLE WIDTH LIMITED IN STRATUM AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1134156

50 AF43771 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES AFFECTING THE SITE DESIGNATED (E) IN DP1137108. EXPIRES 16/9/2059

51 AQ617045 INITIAL PERIOD EXPIRED

52 AU127863 LEASE TO VODAFONE NETWORK PTY LTD OF LEASE AREA (A) AND (B) SHOWN HATCHED IN PLAN WITH AU127863. EXPIRES: 24/2/2043.

53 AU333997 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 81718

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	24	2	38	3	41	4	43
5	42	6	25	7	25	8	26
9	24	10	27	11	39	12	76
13	25	14	28	15	72	16	SP81719
17	SP81720						

STRATA PLAN 81719

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
18	39	19	23	20	37	21	36
22	37	23	37	24	43	25	48
26	43	27	42	28	38	29	38
30	24	31	37	32	36	33	37
34	37	35	44	36	49	37	45
38	43	39	39	40	39	41	25

END OF PAGE 4 - CONTINUED OVER

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

STRATA PLAN 81719

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
42	38	43	37	44	38	45	67
46	74	47	44	48	41	49	41
50	25	51	39	52	39	53	39
54	72	55	80	56	46	57	43
58	80	59	85	60	83	61	93
62	24	63	29	64	49	65	47
66	47	67	45	68	28	69	24
70	28	71	61	72	49	73	49
74	67	75	25	76	25	77	29
78	65	79	51	80	51	81	70
82	25	83	78	84	80	85	78
86	67	87	82	88	84	89	83
90	72	91	85	92	91	93	87
94	78						

STRATA PLAN 81720

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
95	25	96	24	97	23	98	23
99	39	100	29	101	25	102	25
103	24	104	35	105	33	106	25
107	23	108	22	109	22	110	25
111	21	112	42	113	42	114	26
115	25	116	25	117	35	118	35
119	25	120	23	121	23	122	23
123	23	124	23	125	41	126	42
127	27	128	25	129	25	130	36
131	36	132	26	133	24	134	24
135	23	136	24	137	24	138	42
139	44	140	27	141	26	142	26
143	39	144	36	145	26	146	41
147	42	148	55	149	45	150	44
151	28	152	27	153	27	154	40
155	37	156	28	157	42	158	44
159	56	160	46	161	48	162	30
163	29	164	28	165	41	166	87
167	73	168	84	169	90	170	77
171	82	172	39	173	25	174	28
175	25	176	25	177	25	178	23
179	28	180	26	181	26	182	25
183	24	184	41	185	27	186	26
187	25	188	24	189	28	190	26
191	27	192	24	193	47	194	28
195	27	196	28	197	41	198	44
199	28	200	28	201	47	202	46

END OF PAGE 5 - CONTINUED OVER

FOLIO: CP/SP81718 PAGE 6

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

STRATA PLAN 81720

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
203	28	204	27	205	28	206	43
207	46	208	30	209	29	210	46
211	47	212	30	213	27	214	29
215	44	216	49	217	30	218	29
219	46	220	70	221	67	222	49
223	70	224	83	225	72	226	72
227	87	228	72	229	81	230	77
231	85	232	81	233	84	234	80
235	88	236	85	237	1	238	1
239	1						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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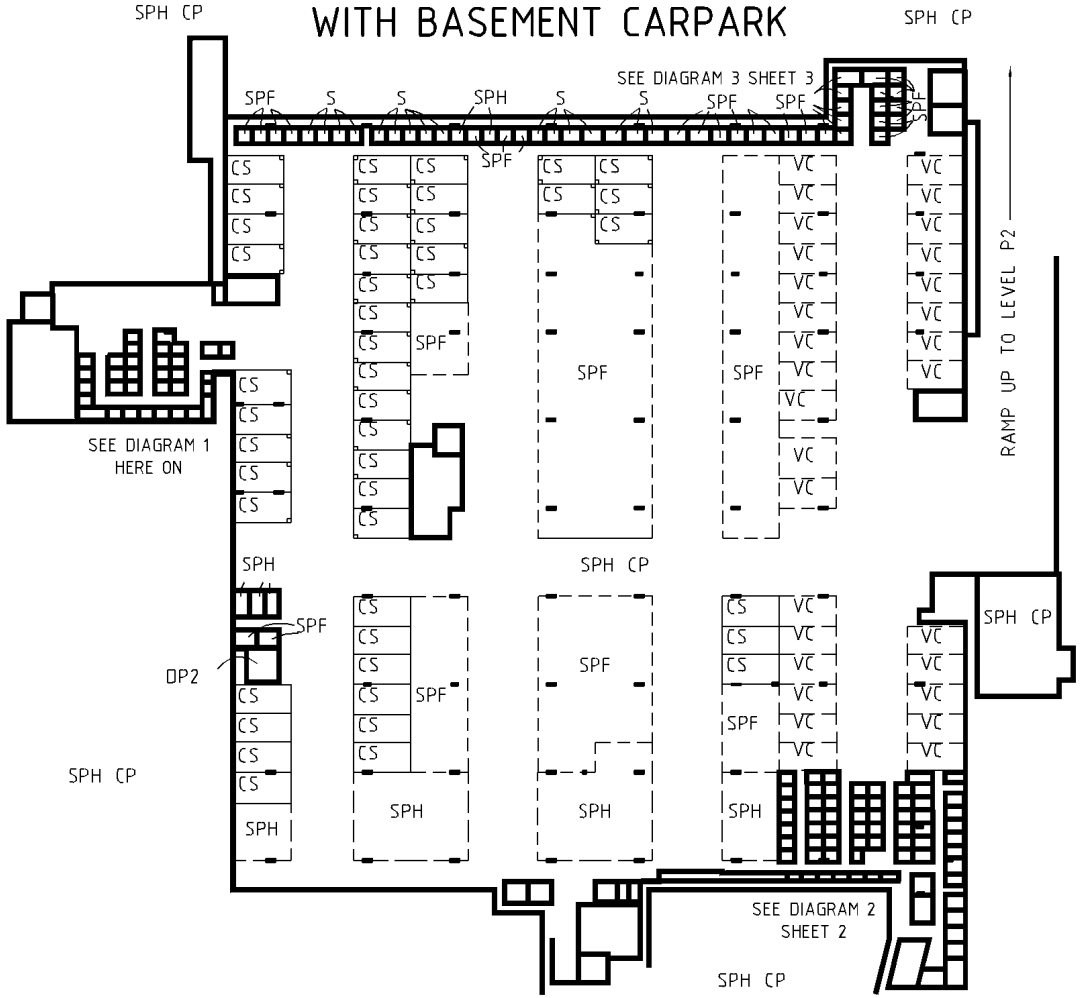
No. 197-215
BUILDINGS "B", "C" & "D"
4 & 8 STOREY BRICK BUILDINGS
WITH BASEMENT CARPARK



LEGEND

CS	DENOTES CARSPACE
S	DENTOES STORAGE
VC	DENOTES VISITOR CARSPACE SP81718
DP2	DENOTES LOT 2 IN DP1134156
FOC	DENOTES FACE OF COLUMN
FOW	DENOTES FACE OF WALL
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

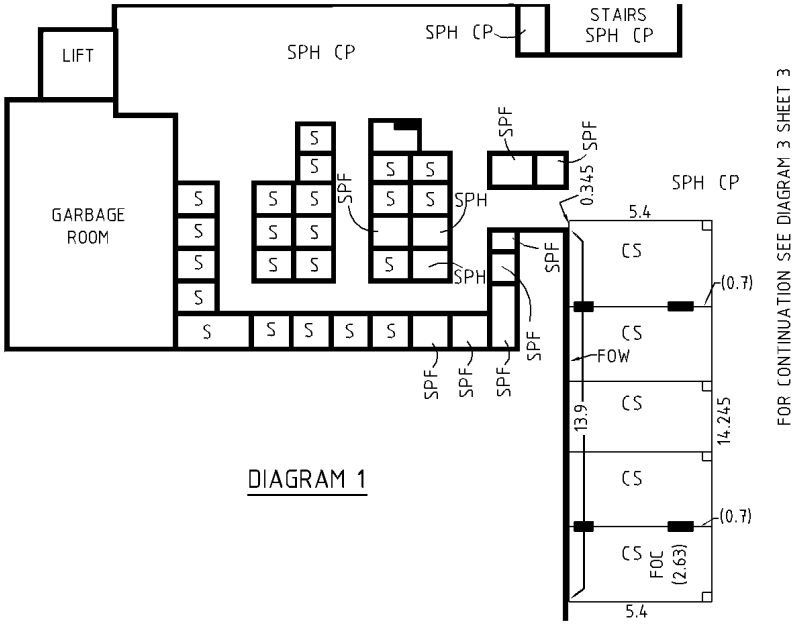


DIAGRAM 1

CONDAMINE STREET

BUILDINGS B, C & D
BASEMENT LEVEL P1
LOCATION PLAN

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 800	Registered 11.11.2009	Ⓔ SP81720

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SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

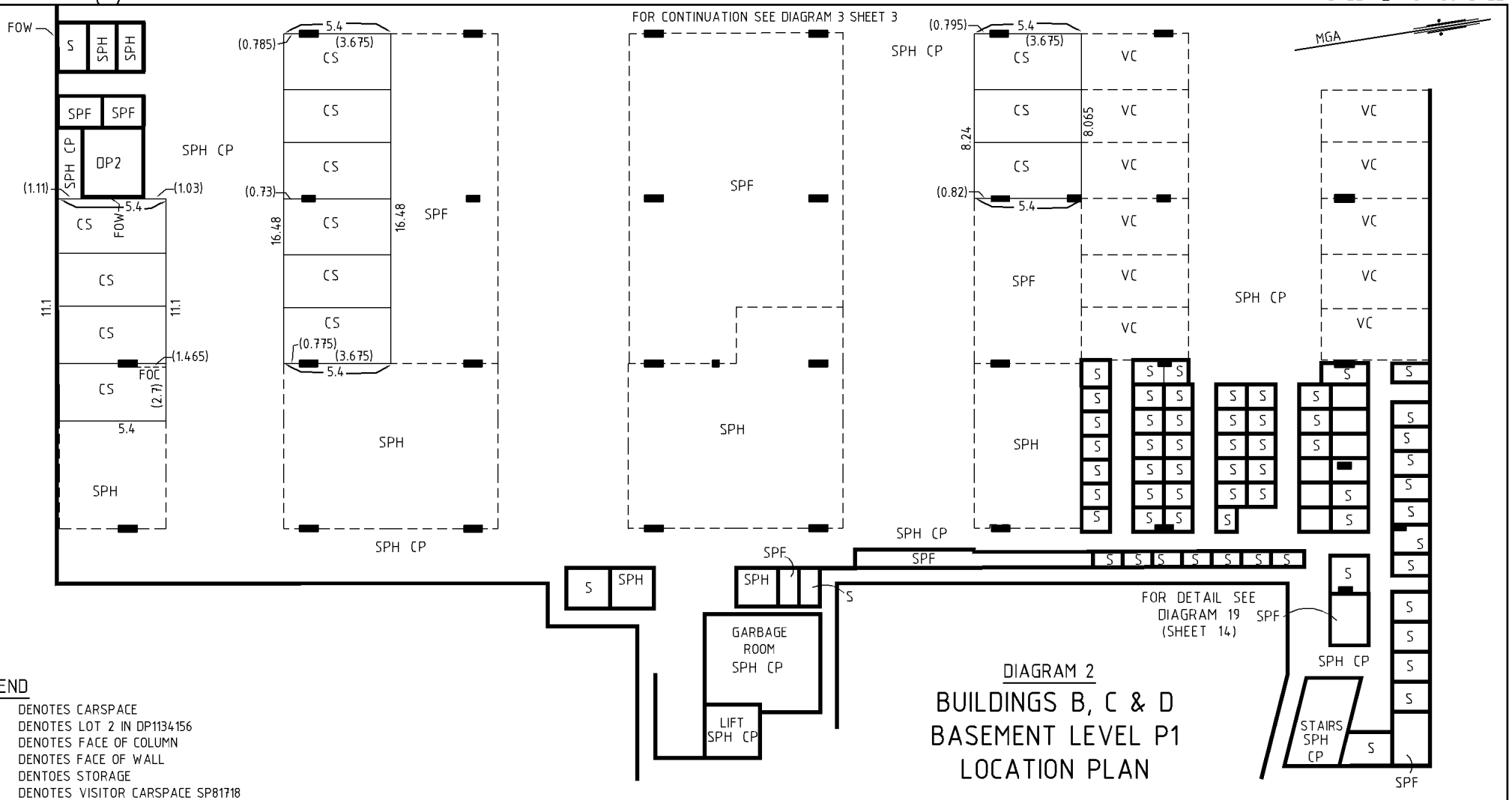

DIAGRAM 2

BUILDINGS B, C & D BASEMENT LEVEL P1 LOCATION PLAN

LEGEND

CS	DENOTES CARSPACE
DP2	DENOTES LOT 2 IN DP1134156
FOC	DENOTES FACE OF COLUMN
FOW	DENOTES FACE OF WALL
S	DENTOES STORAGE
VC	DENOTES VISITOR CARSPACE SP81718
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

UNLESS OTHERWISE SHOWN, ALL STORAGE CAGE DIMENSIONS ARE TO INSIDE FACE OF STRUCTURE

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

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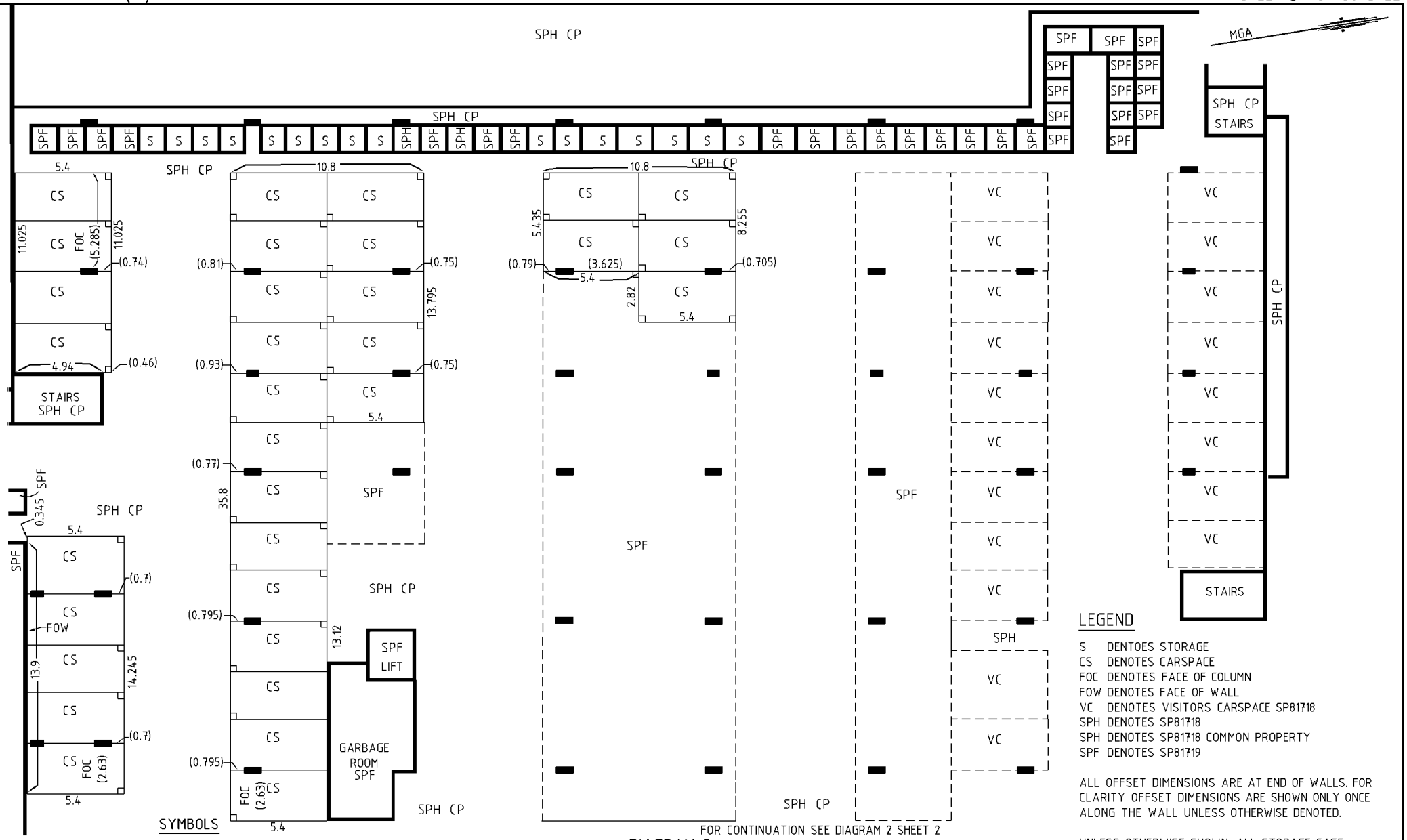

DIAGRAM 3

LEGEND

S DENTOES STORAGE
CS DENOTES CARSPACE
FOC DENOTES FACE OF COLUMN
FOW DENOTES FACE OF WALL
VC DENOTES VISITORS CARSPACE SP81718
SPH DENOTES SP81718
SPH DENOTES SP81718 COMMON PROPERTY
SPF DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

UNLESS OTHERWISE SHOWN, ALL STORAGE CAGE DIMENSIONS ARE TO INSIDE FACE OF STRUCTURE

SYMBOLS

90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDINGS B, C & D BASEMENT LEVEL P1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

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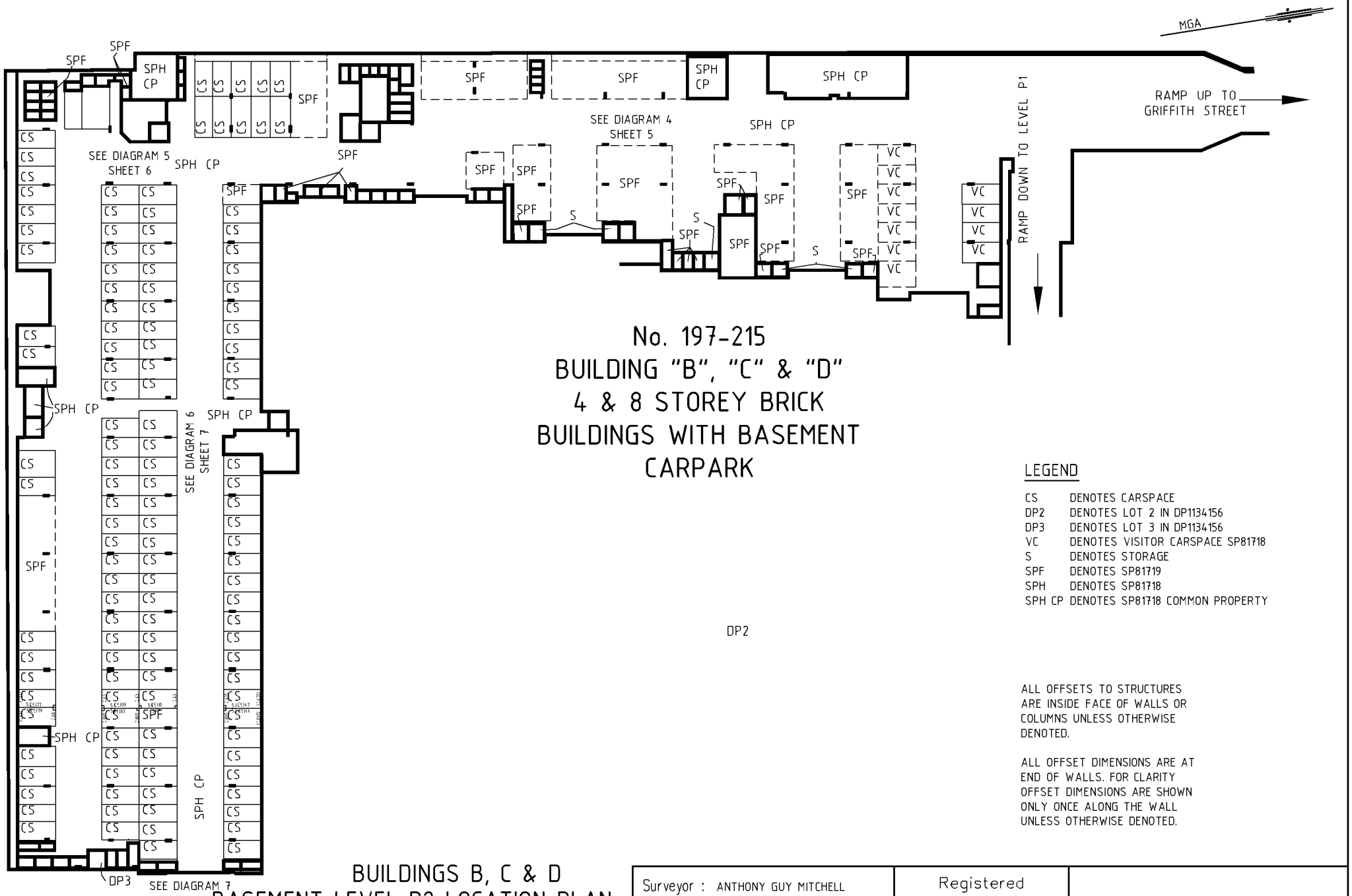

No. 197-215
BUILDING "B", "C" & "D"
4 & 8 STOREY BRICK
BUILDINGS WITH BASEMENT
CARPARK

LEGEND

CS	DENOTES CARSPACE
DP2	DENOTES LOT 2 IN DP1134156
DP3	DENOTES LOT 3 IN DP1134156
VC	DENOTES VISITOR CARSPACE SP81718
S	DENOTES STORAGE
SPF	DENOTES SP81719
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

BUILDINGS B, C & D
BASEMENT LEVEL P2 LOCATION PLAN

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 800	Registered 11.11.2009	SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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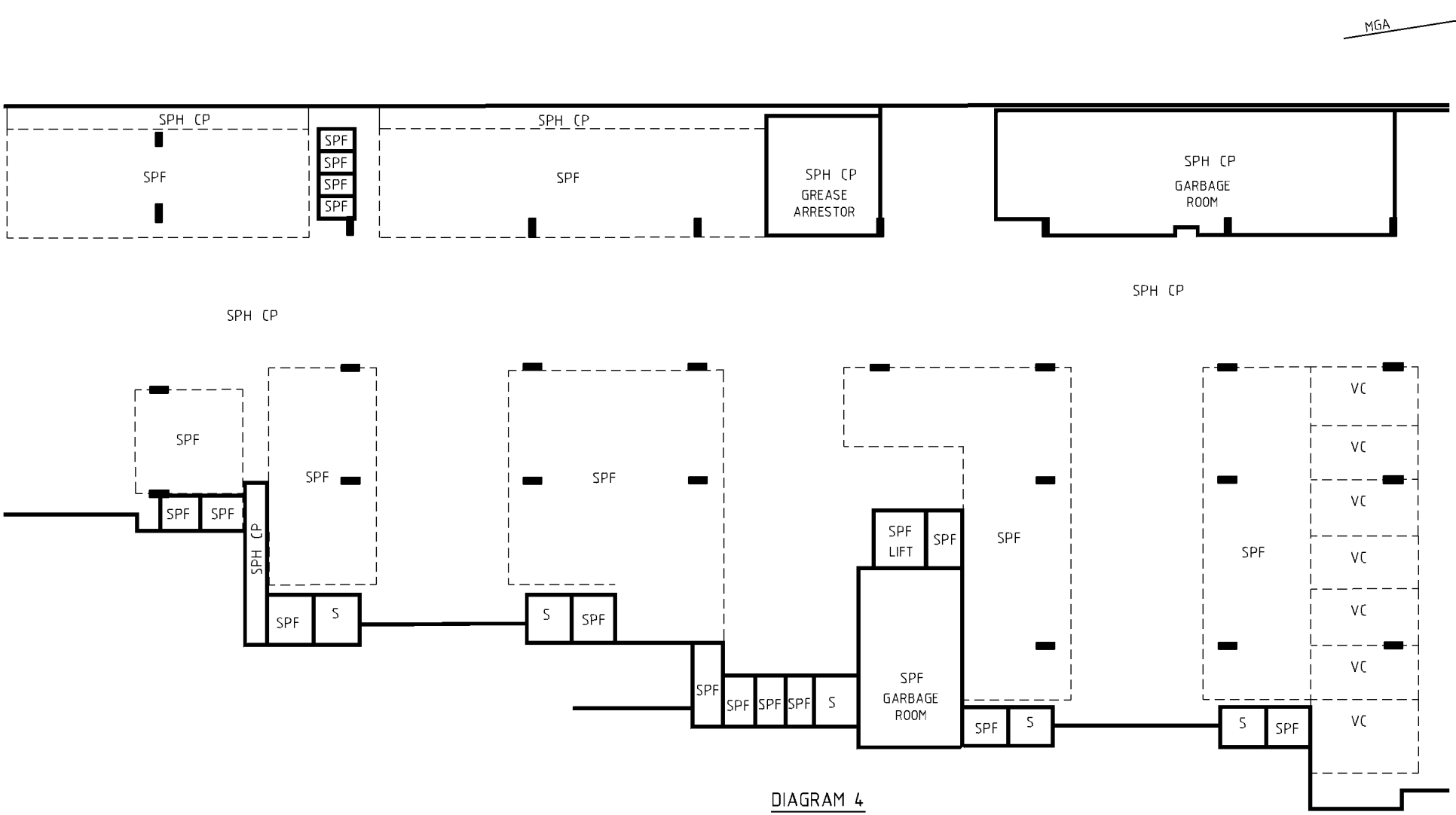

DIAGRAM 4

BUILDINGS B, C & D
BASEMENT LEVEL P2 LOCATION PLAN

LEGEND

S	DENOTES STORAGE
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719
VC	DENOTES VISITOR CARSPACE SP81718

UNLESS OTHERWISE SHOWN, ALL STORAGE CAGE DIMENSIONS ARE TO INSIDE FACE OF STRUCTURE

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

LEGEND

CS	DENOTES CARSPACE
S	DENOTES STORAGE
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

UNLESS OTHERWISE SHOWN, ALL STORAGE CAGE DIMENSIONS ARE TO INSIDE FACE OF STRUCTURE

DIAGRAM 5

BUILDINGS B, C & D
BASEMENT LEVEL P2 LOCATION PLAN

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

Table of mm

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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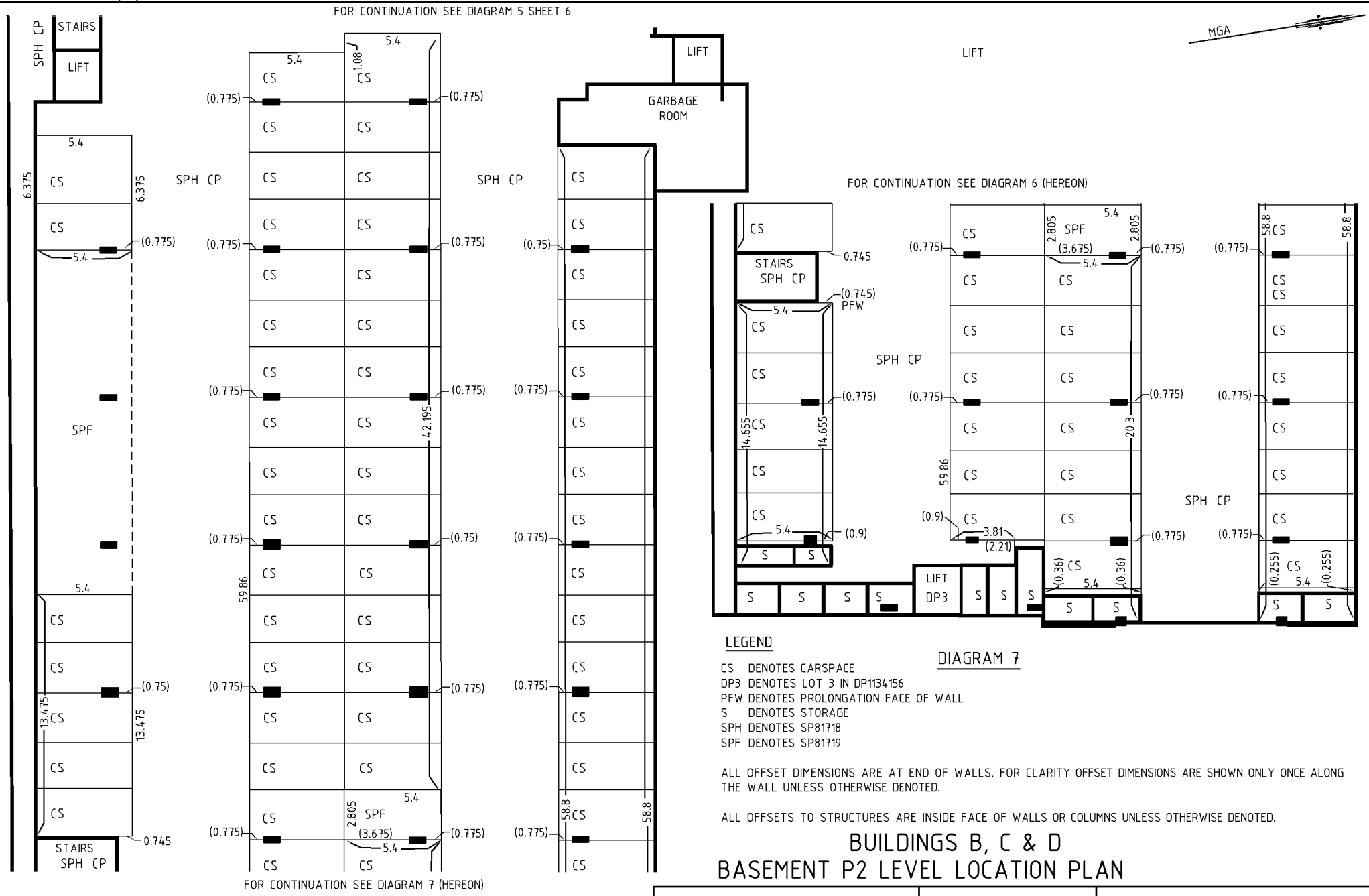

LEGEND

CS DENOTES CARSPACE
DP3 DENOTES LOT 3 IN DP1134156
PFW DENOTES PROLONGATION FACE OF WALL
S DENOTES STORAGE
SPH DENOTES SP81718
SPF DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

BUILDINGS B, C & D
BASEMENT P2 LEVEL LOCATION PLAN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

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

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:7 of 40
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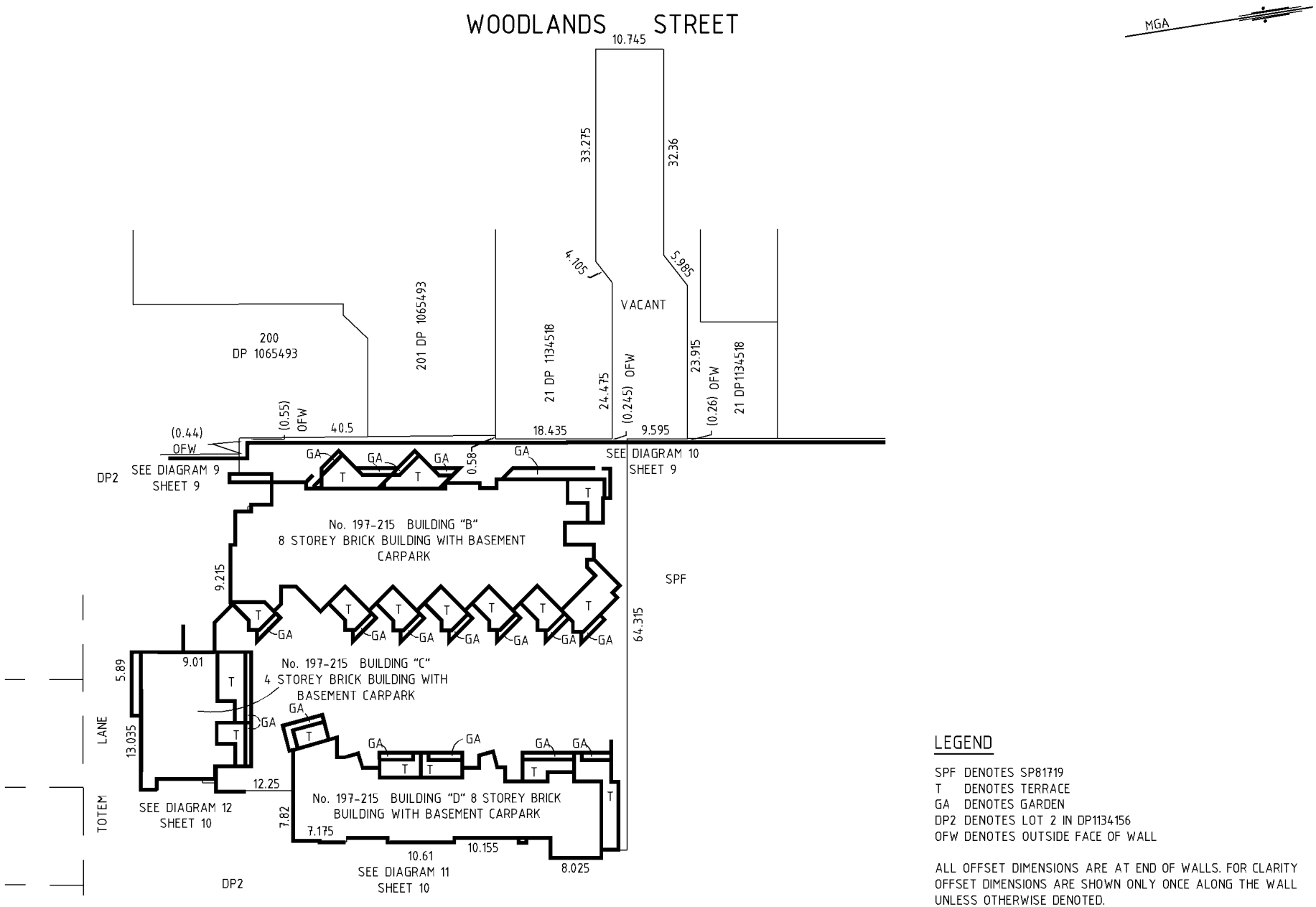

LEGEND

SPF DENOTES SP81719
T DENOTES TERRACE
GA DENOTES GARDEN
DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDINGS B, C & D
LEVEL 1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 600

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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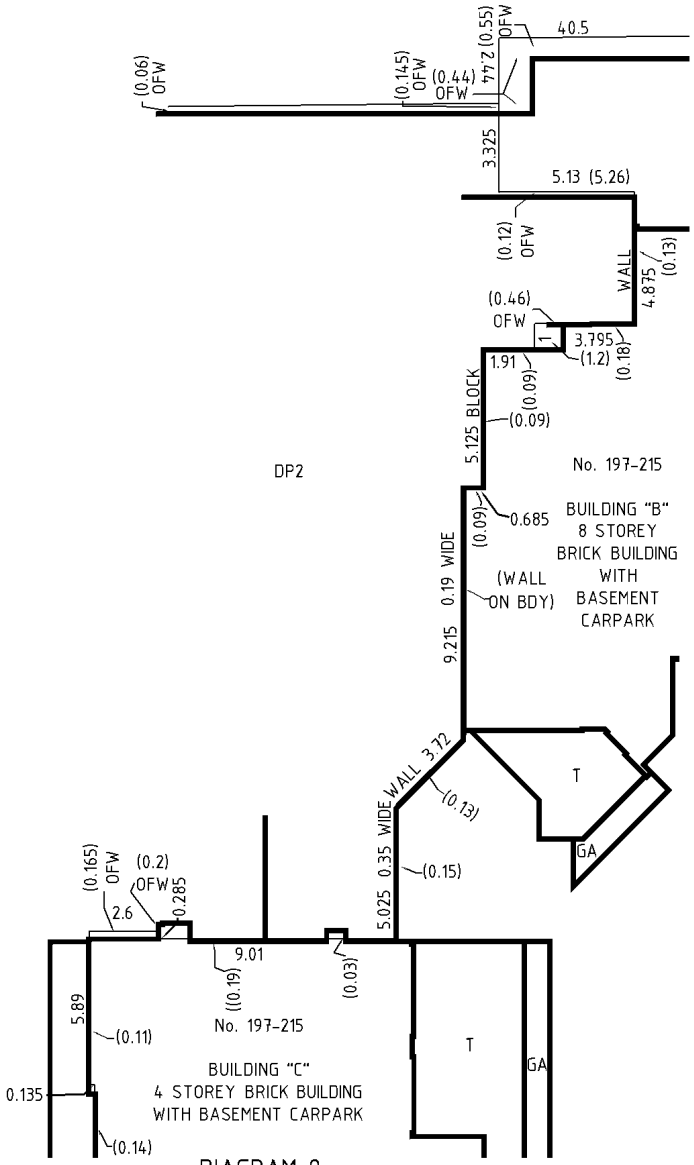

DIAGRAM 9

SCALE 1:200

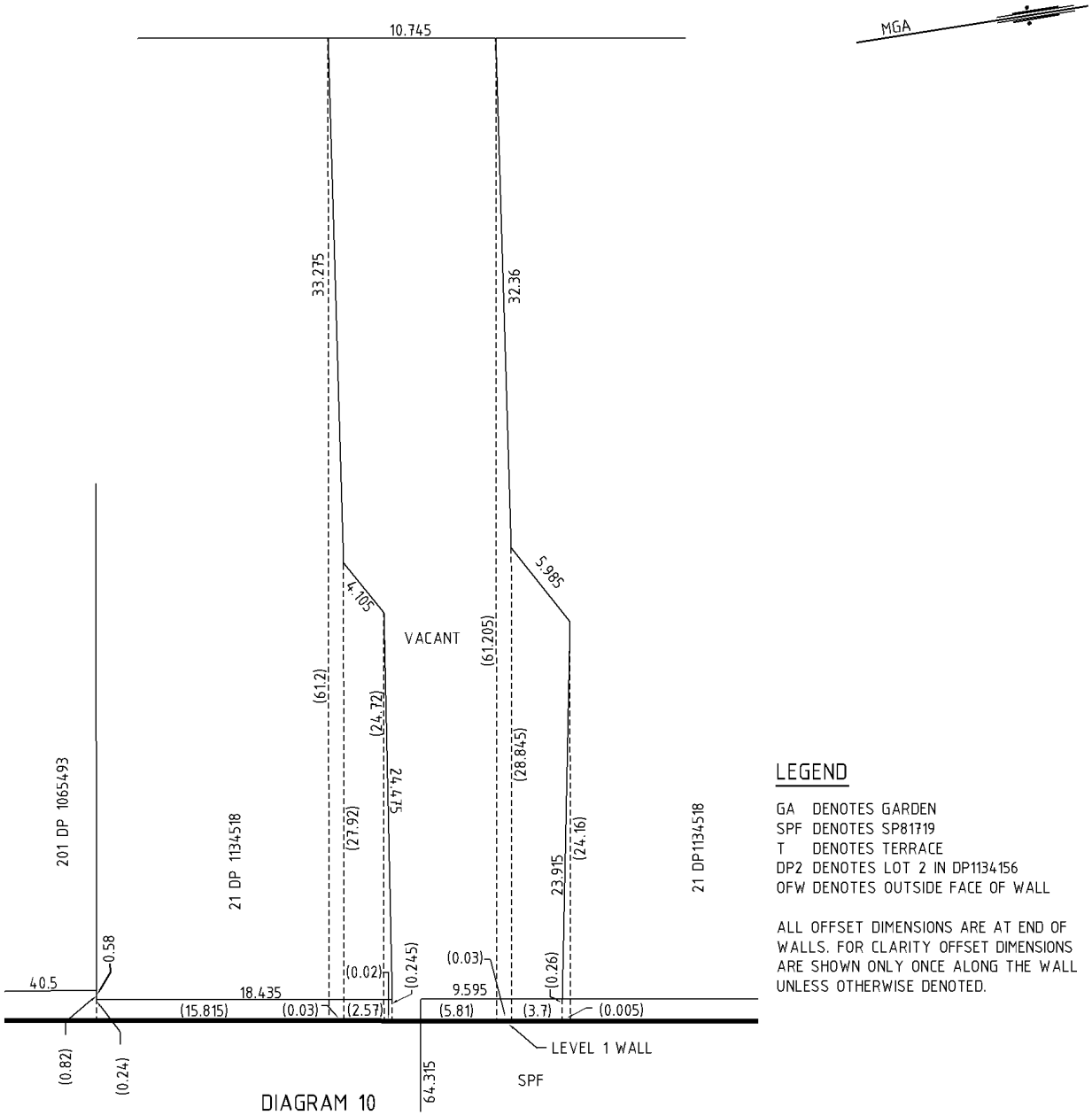

DIAGRAM 10

NOT TO SCALE

LEGEND

GA DENOTES GARDEN
SPF DENOTES SP81719
T DENOTES TERRACE
DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDINGS B, C & D
LEVEL 1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 800

Registered
11.11.2009

SP81720

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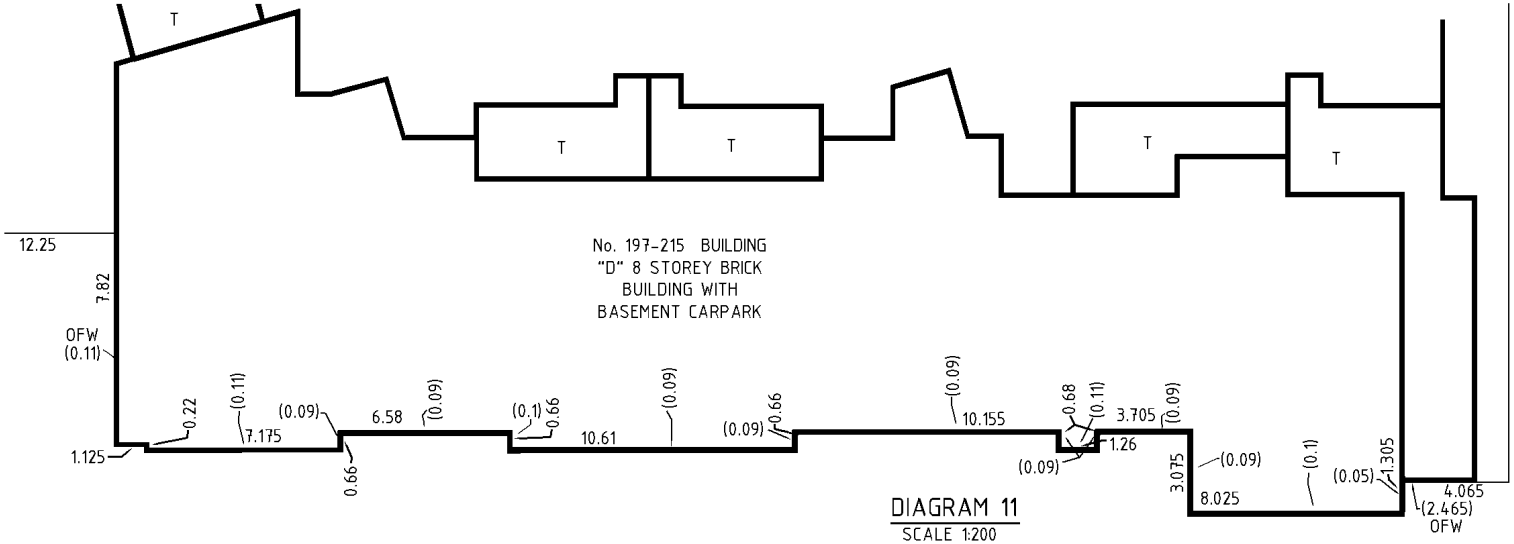

DIAGRAM 11

SCALE 1:200

BUILDING D

LEVEL 1 LOCATION PLAN

LEGEND

GA DENOTES GARDEN
SPF DENOTES SP81719
T DENOTES TERRACE
DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

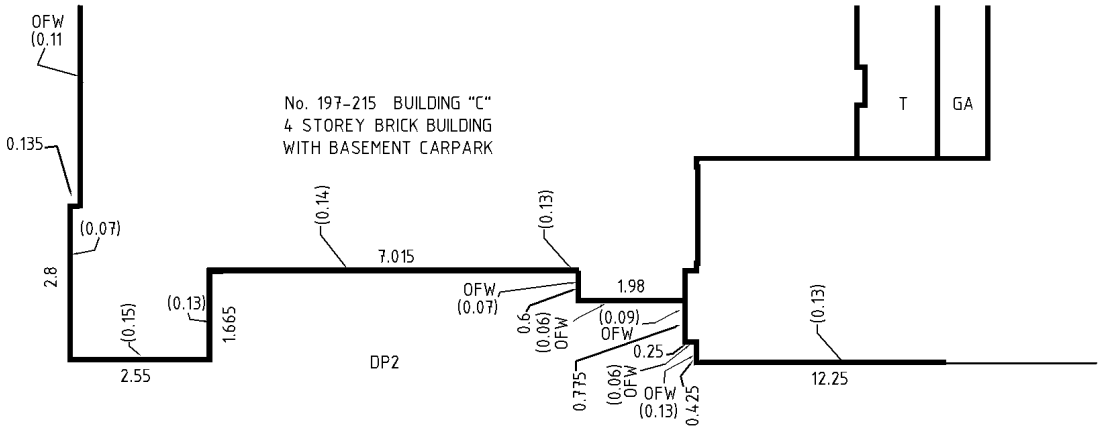

DIAGRAM 12

SCALE 1:100

BUILDING C

LEVEL 1 LOCATION PLAN

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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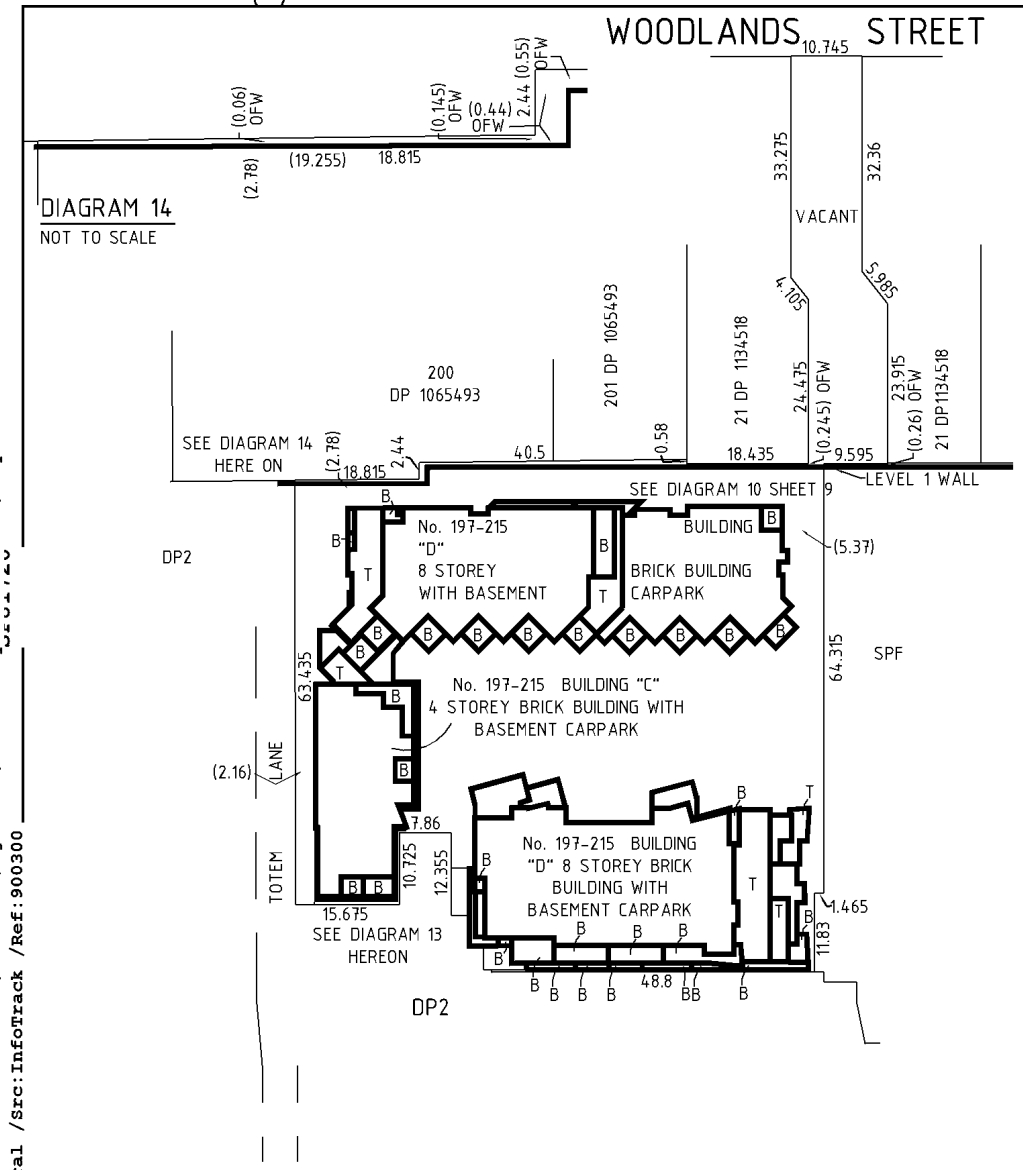


BUILDINGS B, C & D
LEVEL 2 & ABOVE LOCATION PLAN

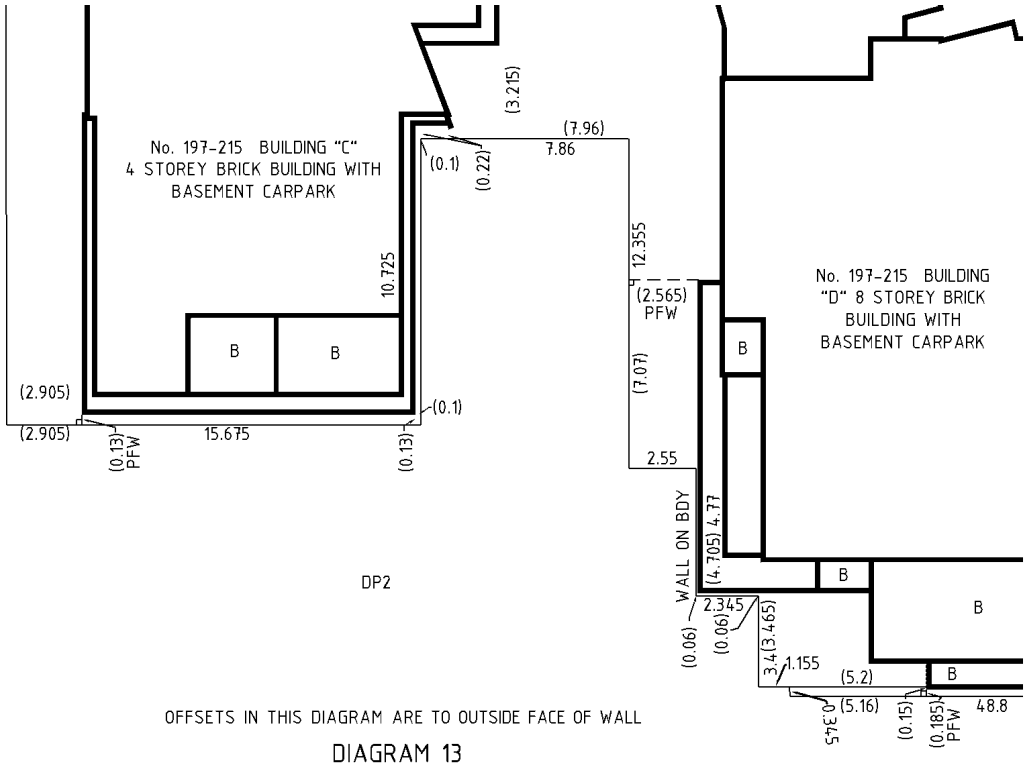
LEGEND

MGA

B DENOTES BALCONY
T DENOTES TERRACE
PFW DENOTES PROLONGATION FACE OF WALL
SPF DENOTES SP81719
DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.



OFFSETS IN THIS DIAGRAM ARE TO OUTSIDE FACE OF WALL

DIAGRAM 13
SCALE 1:200

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 800	Registered 11.11.2009	SP81720

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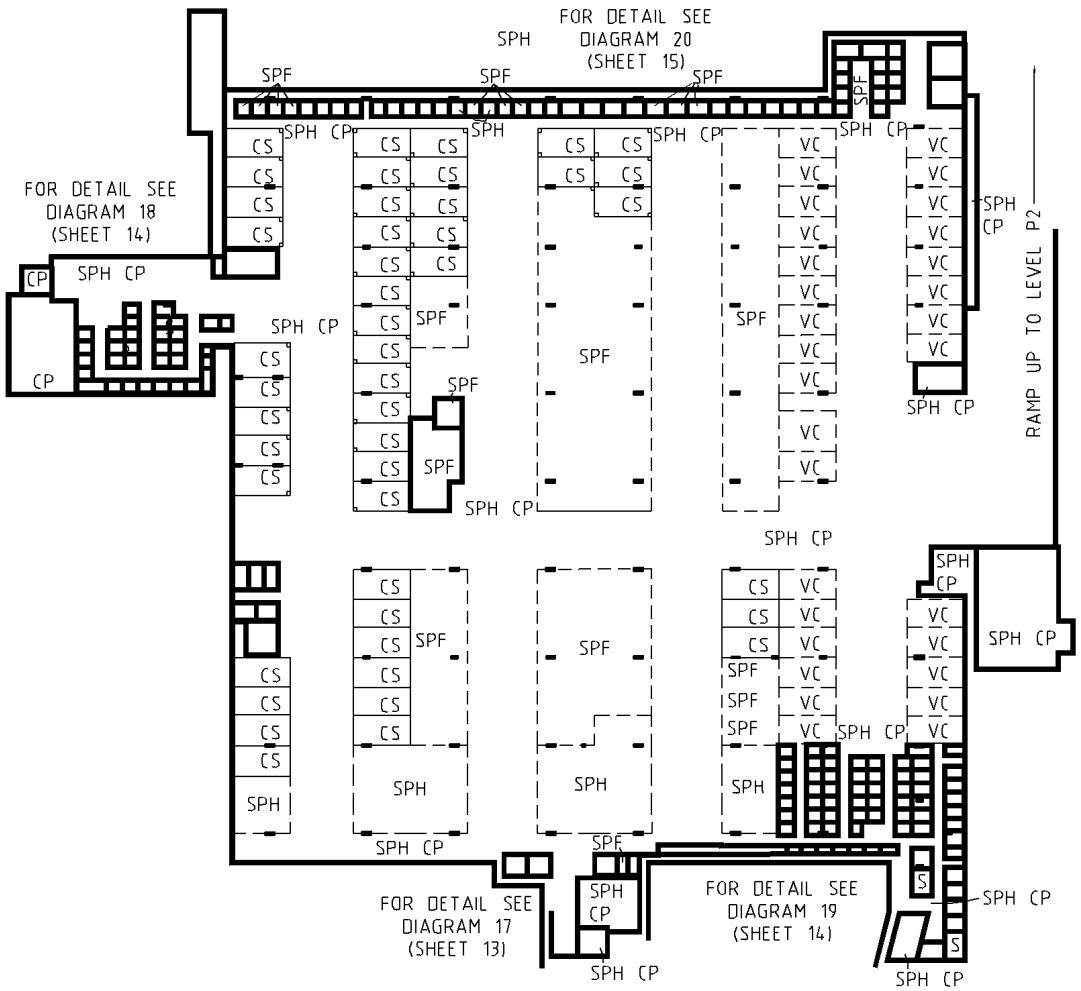

BUILDINGS B, C & D
BASEMENT LEVEL P1 FLOOR PLAN

LEGEND

CS	DENOTES CARSPACE
CP	DENOTES COMMON PROPERTY
S	DENOTES STORAGE
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719
VC	DENOTES VISITORS CARSPACE SP81718

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 500

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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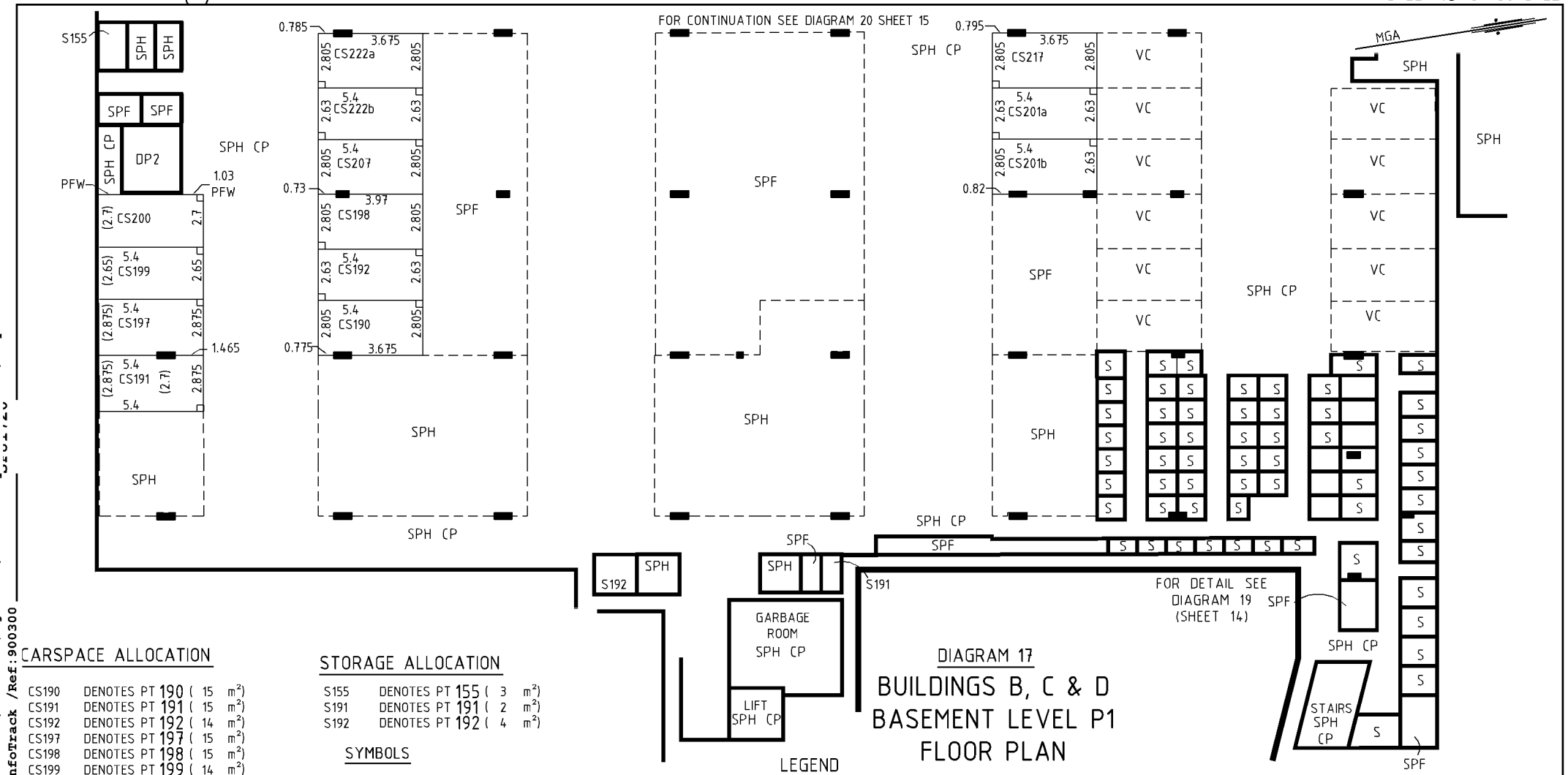

CARSPACE ALLOCATION

CS190	DENOTES PT 190	(15	m^2)
CS191	DENOTES PT 191	(15	m^2)
CS192	DENOTES PT 192	(14	m^2)
CS197	DENOTES PT 197	(15	m^2)
CS198	DENOTES PT 198	(15	m^2)
CS199	DENOTES PT 199	(14	m^2)
CS200	DENOTES PT 200	(15	m^2)
CS201a	DENOTES PT 201	(14	m^2)
CS201b	DENOTES PT 201	(15	m^2)
CS207	DENOTES PT 207	(15	m^2)
CS217	DENOTES PT 217	(15	m^2)
CS222a	DENOTES PT 222	(15	m^2)
CS222b	DENOTES PT 222	(14	m^2)

STORAGE ALLOCATION

S155	DENOTES PT 155	(3	m^2)
S191	DENOTES PT 191	(2	m^2)
S192	DENOTES PT 192	(4	m^2)

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

DIAGRAM 17

BUILDINGS B, C & D BASEMENT LEVEL P1 FLOOR PLAN

LEGEND

CS	DENOTES CARSPACE
DP2	DENOTES LOT 2 IN DP1134156
PFW	DENOTES PROLONGATION FACE OF WALL
S	DENTOES STORAGE
VC	DENOTES VISITOR CARSPACE SP81718
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:13 of 40
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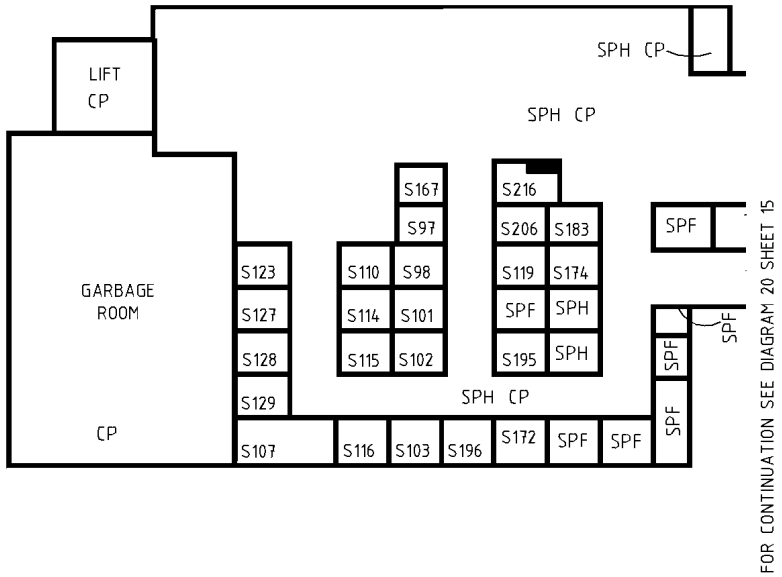

DIAGRAM 18
SCALE 1:150

STORAGE ALLOCATION

S97	DENOTES PT 97	(1 m²)
S98	DENOTES PT 98	(2 m²)
S101	DENOTES PT 101	(2 m²)
S102	DENOTES PT 102	(2 m²)
S103	DENOTES PT 103	(2 m²)
S107	DENOTES PT 107	(3 m²)
S110	DENOTES PT 110	(2 m²)
S114	DENOTES PT 114	(2 m²)
S115	DENOTES PT 115	(2 m²)
S116	DENOTES PT 116	(2 m²)
S119	DENOTES PT 119	(2 m²)
S123	DENOTES PT 123	(2 m²)
S127	DENOTES PT 127	(2 m²)
S128	DENOTES PT 128	(2 m²)
S129	DENOTES PT 129	(2 m²)
S167	DENOTES PT 167	(1 m²)
S172	DENOTES PT 172	(1 m²)
S174	DENOTES PT 174	(2 m²)
S183	DENOTES PT 183	(1 m²)
S195	DENOTES PT 195	(2 m²)
S196	DENOTES PT 196	(2 m²)
S206	DENOTES PT 206	(1 m²)
S216	DENOTES PT 216	(1 m²)

STORAGE ALLOCATION

S96	DENOTES PT 96	(2 m²)
S106	DENOTES PT 106	(2 m²)
S120	DENOTES PT 120	(3 m²)
S132	DENOTES PT 132	(2 m²)
S133	DENOTES PT 133	(3 m²)
S136	DENOTES PT 136	(3 m²)
S140	DENOTES PT 140	(3 m²)
S141	DENOTES PT 141	(3 m²)
S142	DENOTES PT 142	(4 m²)
S145	DENOTES PT 145	(2 m²)
S151	DENOTES PT 151	(2 m²)
S152	DENOTES PT 152	(2 m²)
S153	DENOTES PT 153	(2 m²)
S156	DENOTES PT 156	(2 m²)
S162	DENOTES PT 162	(2 m²)
S163	DENOTES PT 163	(2 m²)
S164	DENOTES PT 164	(2 m²)
S173	DENOTES PT 173	(1 m²)
S175	DENOTES PT 175	(2 m²)
S176	DENOTES PT 176	(2 m²)
S178	DENOTES PT 178	(2 m²)
S179	DENOTES PT 179	(2 m²)
S180	DENOTES PT 180	(2 m²)
S181	DENOTES PT 181	(1 m²)
S184	DENOTES PT 184	(2 m²)
S185	DENOTES PT 185	(2 m²)
S187	DENOTES PT 187	(2 m²)
S190	DENOTES PT 190	(1 m²)
S193	DENOTES PT 193	(2 m²)
S197	DENOTES PT 197	(2 m²)
S198	DENOTES PT 198	(2 m²)
S199	DENOTES PT 199	(2 m²)
S200	DENOTES PT 200	(2 m²)
S201	DENOTES PT 201	(2 m²)
S202	DENOTES PT 202	(2 m²)
S203	DENOTES PT 203	(2 m²)
S204	DENOTES PT 204	(2 m²)
S205	DENOTES PT 205	(1 m²)
S207	DENOTES PT 207	(2 m²)
S208	DENOTES PT 208	(2 m²)
S209	DENOTES PT 209	(2 m²)
S210	DENOTES PT 210	(2 m²)
S211	DENOTES PT 211	(2 m²)
S212	DENOTES PT 212	(2 m²)
S213	DENOTES PT 213	(1 m²)
S214	DENOTES PT 214	(2 m²)
S215	DENOTES PT 215	(2 m²)
S217	DENOTES PT 217	(2 m²)
S218	DENOTES PT 218	(2 m²)
S219	DENOTES PT 219	(2 m²)
S222	DENOTES PT 222	(2 m²)
S223	DENOTES PT 223	(2 m²)
S224	DENOTES PT 224	(2 m²)
S227	DENOTES PT 227	(1 m²)
S228	DENOTES PT 228	(1 m²)
S231	DENOTES PT 231	(1 m²)
S232	DENOTES PT 232	(1 m²)
S235	DENOTES PT 235	(1 m²)
S236	DENOTES PT 236	(1 m²)

MGA

FOR CONTINUATION SEE DIAGRAM 17 SHEET 13

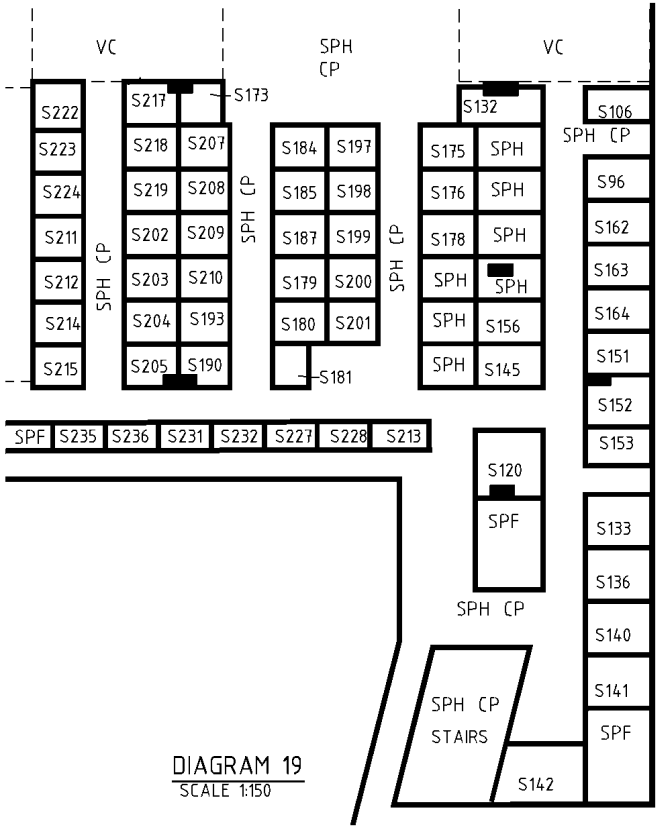

DIAGRAM 19
SCALE 1:150

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

S DENTOES STORAGE
CP DENOTES COMMON PROPERTY
SPH DENOTES SP81718
SPH DENOTES SP81718 COMMON PROPERTY
SPF DENOTES SP81719
VC DENOTES VISITOR CAR SPACE (SP81718 COMMON PROPERTY)

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

BUILDINGS B, C & D
BASEMENT LEVEL P1 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 150

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE:2220SPRBCD ISSUED:4 Nov, 2009

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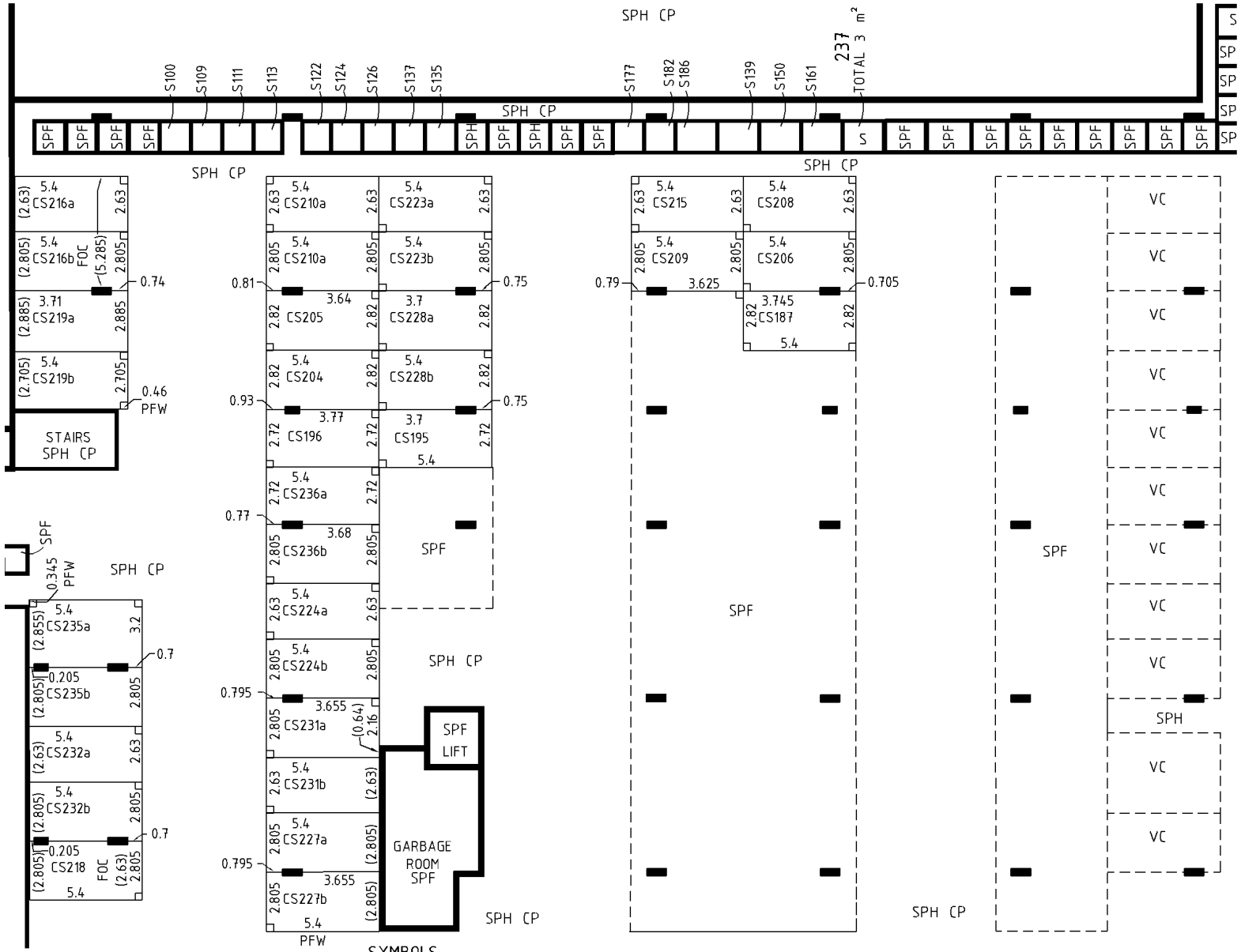

FOR CONTINUATION SEE DIAGRAM 18 SHEET 15

FOR CONTINUATION SEE DIAGRAM 17 SHEET 14

CARSPACE ALLOCATION

MGA

CS187	DENOTES PT 187	(15	m²)
CS195	DENOTES PT 195	(14	m²)
CS196	DENOTES PT 196	(14	m²)
CS204	DENOTES PT 204	(15	m²)
CS205	DENOTES PT 205	(15	m²)
CS206	DENOTES PT 206	(15	m²)
CS208	DENOTES PT 208	(14	m²)
CS209	DENOTES PT 209	(15	m²)
CS210a	DENOTES PT 210	(14	m²)
CS210a	DENOTES PT 210	(15	m²)
CS215	DENOTES PT 215	(14	m²)
CS216b	DENOTES PT 216	(15	m²)
CS216a	DENOTES PT 216	(14	m²)
CS218	DENOTES PT 218	(15	m²)
CS219b	DENOTES PT 219	(14	m²)
CS219a	DENOTES PT 219	(15	m²)
CS223b	DENOTES PT 223	(15	m²)
CS223a	DENOTES PT 223	(14	m²)
CS224b	DENOTES PT 224	(15	m²)
CS224a	DENOTES PT 224	(14	m²)
CS227a	DENOTES PT 227	(15	m²)
CS227b	DENOTES PT 227	(15	m²)
CS228a	DENOTES PT 228	(15	m²)
CS228b	DENOTES PT 228	(15	m²)
CS231b	DENOTES PT 231	(14	m²)
CS231a	DENOTES PT 231	(15	m²)
CS232a	DENOTES PT 232	(14	m²)
CS232b	DENOTES PT 232	(15	m²)
CS235b	DENOTES PT 235	(15	m²)
CS235a	DENOTES PT 235	(17	m²)
CS236a	DENOTES PT 236	(14	m²)
CS236b	DENOTES PT 236	(15	m²)

STORAGE ALLOCATION

S100	DENOTES PT 100	(2	m²)
S109	DENOTES PT 109	(2	m²)
S111	DENOTES PT 111	(2	m²)
S113	DENOTES PT 113	(2	m²)
S122	DENOTES PT 122	(2	m²)
S124	DENOTES PT 124	(2	m²)
S126	DENOTES PT 126	(2	m²)
S135	DENOTES PT 135	(2	m²)
S137	DENOTES PT 137	(2	m²)
S139	DENOTES PT 139	(3	m²)
S150	DENOTES PT 150	(3	m²)
S161	DENOTES PT 161	(3	m²)
S177	DENOTES PT 177	(2	m²)
S182	DENOTES PT 182	(2	m²)
S186	DENOTES PT 186	(3	m²)

LEGEND

CS	DENOTES CAR SPACE
S	DENOTES STORAGE
VC	DENOTES VISITORS CARSPACE SP81718
SPH	DENOTES SP81718
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719
PFW	DENOTES PROLONGATION FACE OF WALL

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

DIAGRAM 20

BUILDINGS B, C & D
BASEMENT LEVEL P1 FLOOR PLAN

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:15 of 40
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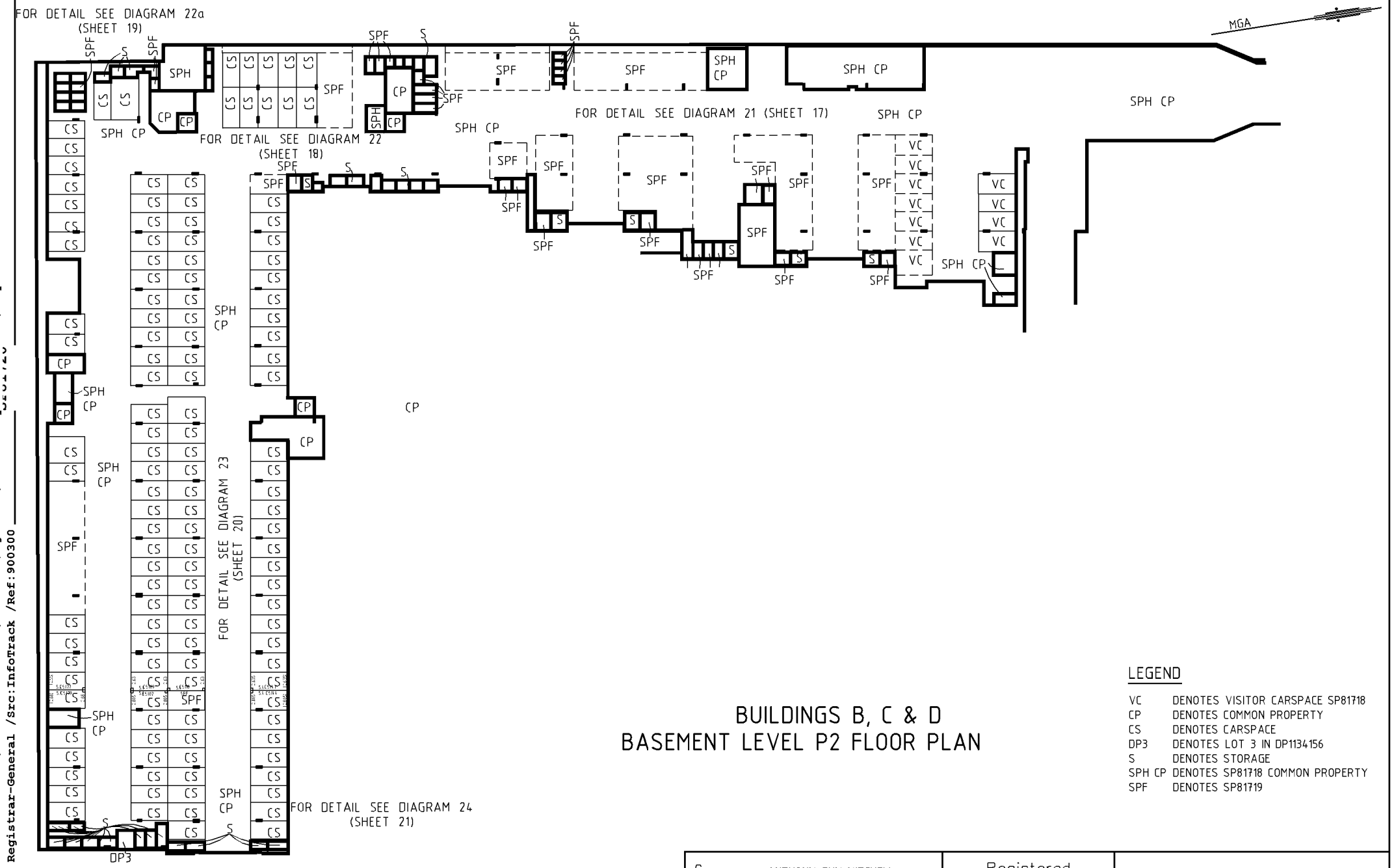

BUILDINGS B, C & D
BASEMENT LEVEL P2 FLOOR PLAN

LEGEND

VC	DENOTES VISITOR CARSPACE SP81718
CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
DP3	DENOTES LOT 3 IN DP1134156
S	DENOTES STORAGE
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 500

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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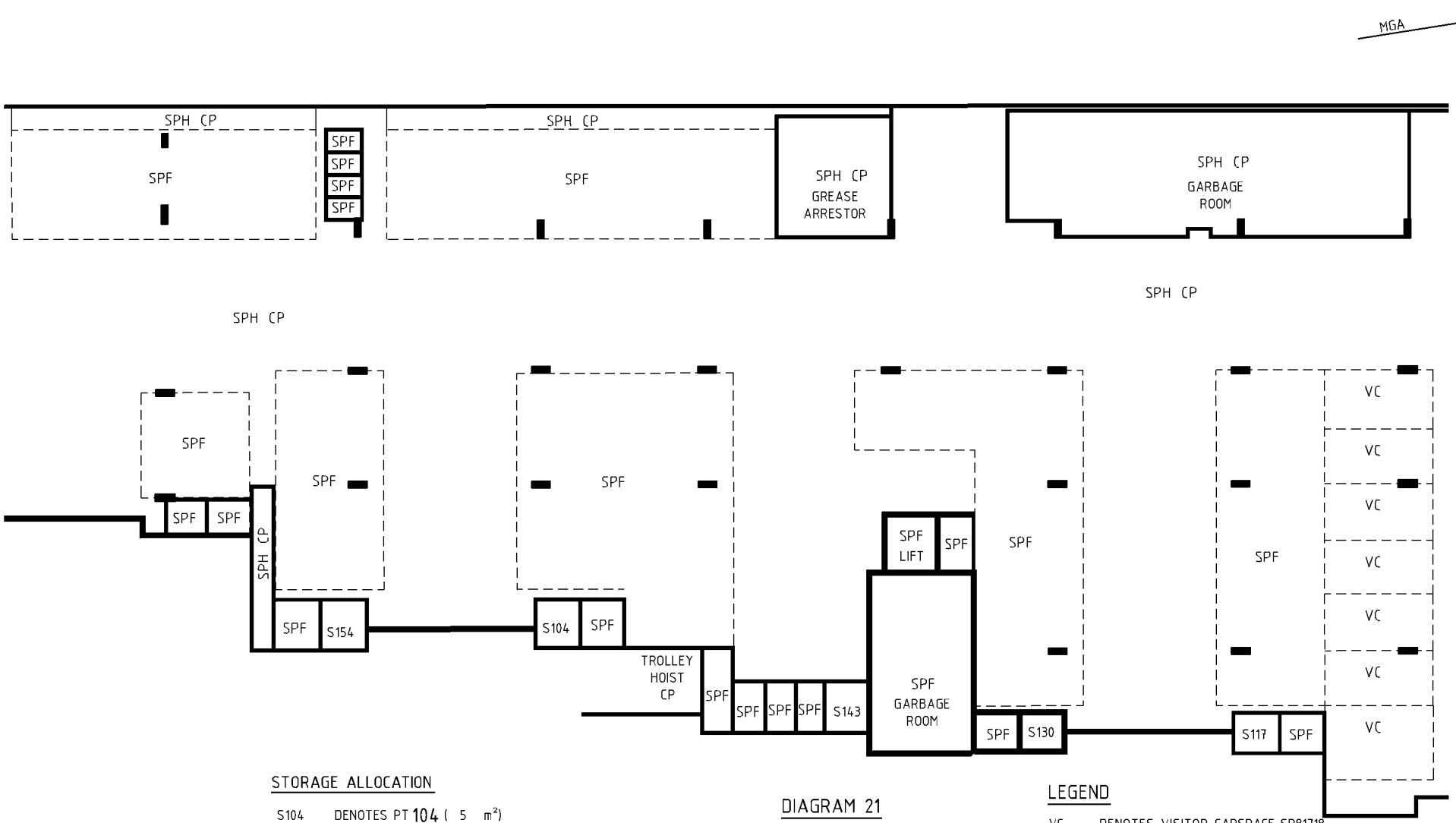


STORAGE ALLOCATION

S104	DENOTES PT 104	(5 m²)
S117	DENOTES PT 117	(4 m²)
S130	DENOTES PT 130	(4 m²)
S143	DENOTES PT 143	(5 m²)
S154	DENOTES PT 154	(5 m²)

DIAGRAM 21

BUILDINGS B, C & D
BASEMENT LEVEL P2 FLOOR PLAN

LEGEND

VC	DENOTES VISITOR CARSPACE SP81718
S	DENOTES STORAGE
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

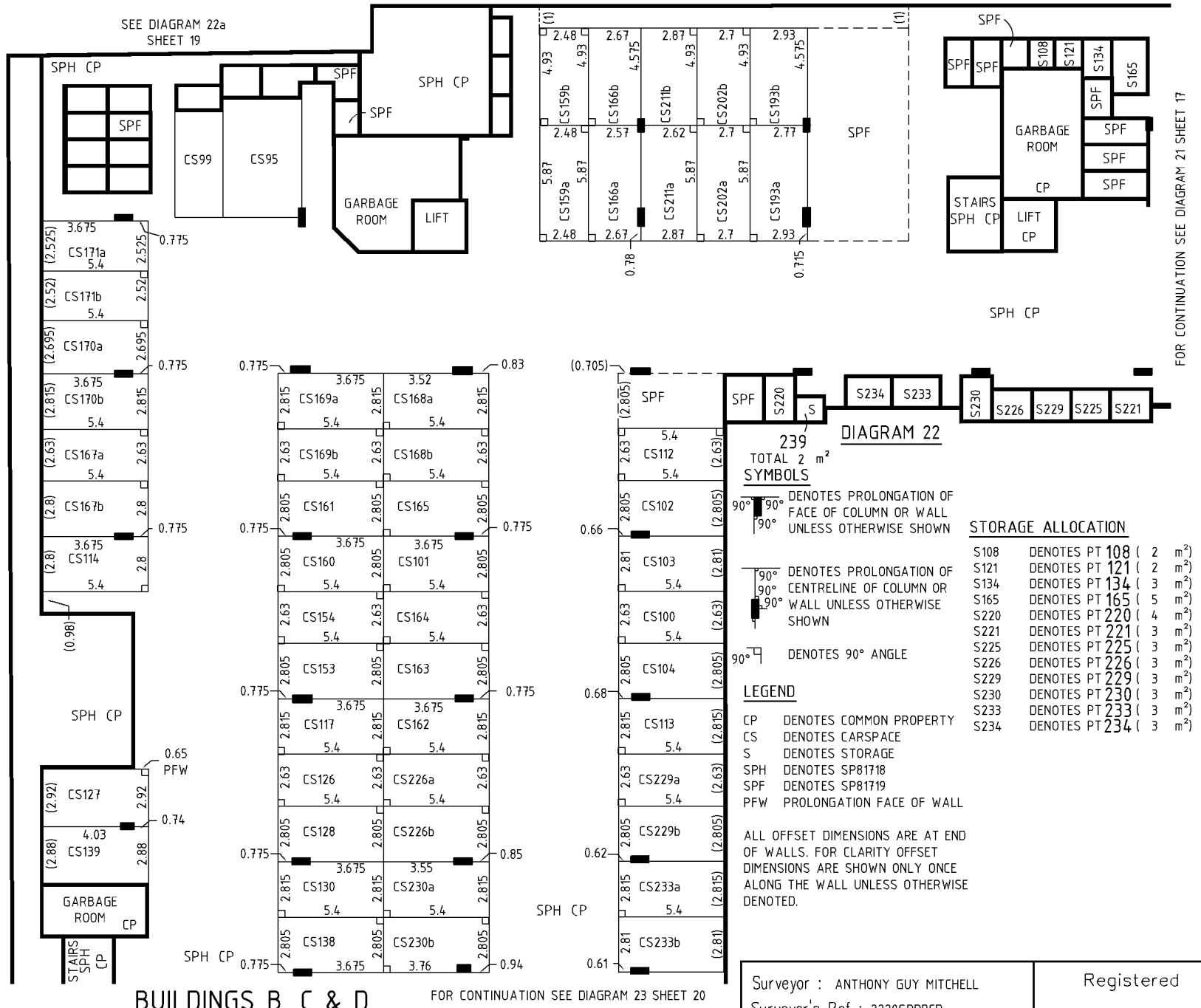
Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009



SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
S	DENOTES STORAGE
SPH	DENOTES SP81718
SPF	DENOTES SP81719
PFW	PROLONGATION FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

STORAGE ALLOCATION

S108	DENOTES PT 108	(2	m²)
S121	DENOTES PT 121	(2	m²)
S134	DENOTES PT 134	(3	m²)
S165	DENOTES PT 165	(5	m²)
S220	DENOTES PT 220	(4	m²)
S221	DENOTES PT 221	(3	m²)
S225	DENOTES PT 225	(3	m²)
S226	DENOTES PT 226	(3	m²)
S229	DENOTES PT 229	(3	m²)
S230	DENOTES PT 230	(3	m²)
S233	DENOTES PT 233	(3	m²)
S234	DENOTES PT 234	(3	m²)

CARSPACE ALLOCATION

CS100	DENOTES PT 100	(14	m²)
CS101	DENOTES PT 101	(15	m²)
CS102	DENOTES PT 102	(15	m²)
CS103	DENOTES PT 103	(15	m²)
CS104	DENOTES PT 104	(15	m²)
CS112	DENOTES PT 112	(14	m²)
CS113	DENOTES PT 113	(15	m²)
CS114	DENOTES PT 114	(15	m²)
CS117	DENOTES PT 117	(15	m²)
CS126	DENOTES PT 126	(14	m²)
CS127	DENOTES PT 127	(15	m²)
CS128	DENOTES PT 128	(15	m²)
CS130	DENOTES PT 130	(15	m²)
CS138	DENOTES PT 138	(15	m²)
CS139	DENOTES PT 139	(15	m²)
CS153	DENOTES PT 153	(15	m²)
CS154	DENOTES PT 154	(14	m²)
CS159b	DENOTES PT 159	(12	m²)
CS159a	DENOTES PT 159	(14	m²)
CS160	DENOTES PT 160	(15	m²)
CS161	DENOTES PT 161	(15	m²)
CS162	DENOTES PT 162	(15	m²)
CS163	DENOTES PT 163	(15	m²)
CS164	DENOTES PT 164	(14	m²)
CS165	DENOTES PT 165	(15	m²)
CS166a	DENOTES PT 166	(15	m²)
CS166b	DENOTES PT 166	(13	m²)
CS167a	DENOTES PT 167	(14	m²)
CS167b	DENOTES PT 167	(15	m²)
CS168a	DENOTES PT 168	(15	m²)
CS168b	DENOTES PT 168	(14	m²)
CS169b	DENOTES PT 169	(14	m²)
CS169a	DENOTES PT 169	(15	m²)
CS170b	DENOTES PT 170	(15	m²)
CS170a	DENOTES PT 170	(14	m²)
CS171b	DENOTES PT 171	(13	m²)
CS171a	DENOTES PT 171	(13	m²)
CS193b	DENOTES PT 193	(14	m²)
CS193a	DENOTES PT 193	(17	m²)
CS202b	DENOTES PT 202	(13	m²)
CS202a	DENOTES PT 202	(16	m²)
CS211a	DENOTES PT 211	(16	m²)
CS211b	DENOTES PT 211	(14	m²)
CS226a	DENOTES PT 226	(14	m²)
CS226b	DENOTES PT 226	(15	m²)
CS229b	DENOTES PT 229	(15	m²)
CS229a	DENOTES PT 229	(14	m²)
CS230b	DENOTES PT 230	(15	m²)
CS230a	DENOTES PT 230	(15	m²)
CS233b	DENOTES PT 233	(15	m²)
CS233a	DENOTES PT 233	(15	m²)

BUILDINGS B, C & D
BASEMENT LEVEL P2 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:18 of 40
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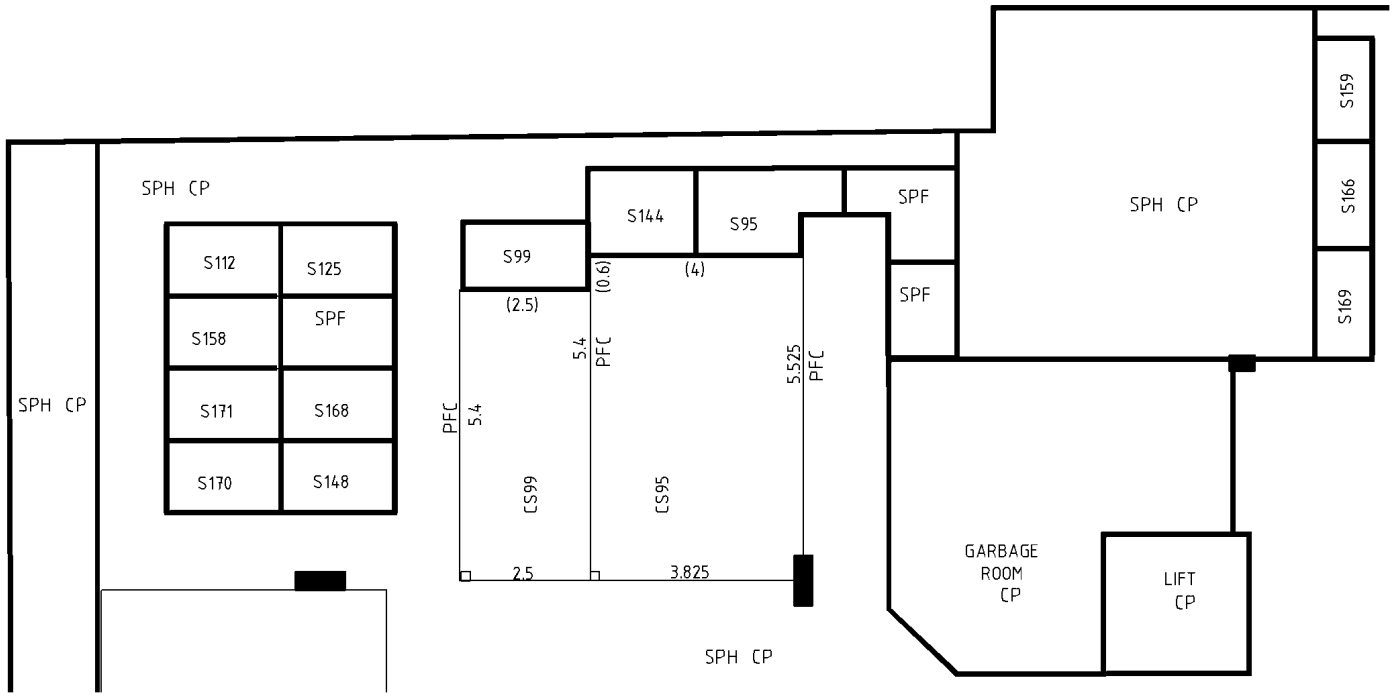

FOR CONTINUATION SEE DIAGRAM 22 SHEET 18

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
PFC	DENOTES PROLONGATION FACE OF CAGE
S	DENOTES STORAGE
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

CARSPACE ALLOCATION

CS95	DENOTES PT 95 (24 m^2)
CS99	DENOTES PT 99 (13 m^2)

STORAGE ALLOCATION

S95	DENOTES PT 95 (4 m^2)
S99	DENOTES PT 99 (3 m^2)
S112	DENOTES PT 112 (3 m^2)
S125	DENOTES PT 125 (3 m^2)
S144	DENOTES PT 144 (3 m^2)
S148	DENOTES PT 148 (3 m^2)
S158	DENOTES PT 158 (3 m^2)
S159	DENOTES PT 159 (2 m^2)
S166	DENOTES PT 166 (2 m^2)
S168	DENOTES PT 168 (3 m^2)
S169	DENOTES PT 169 (2 m^2)
S170	DENOTES PT 170 (3 m^2)
S171	DENOTES PT 171 (3 m^2)

DIAGRAM 22a

BUILDINGS B, C & D
BASEMENT P2 LEVEL FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 100

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

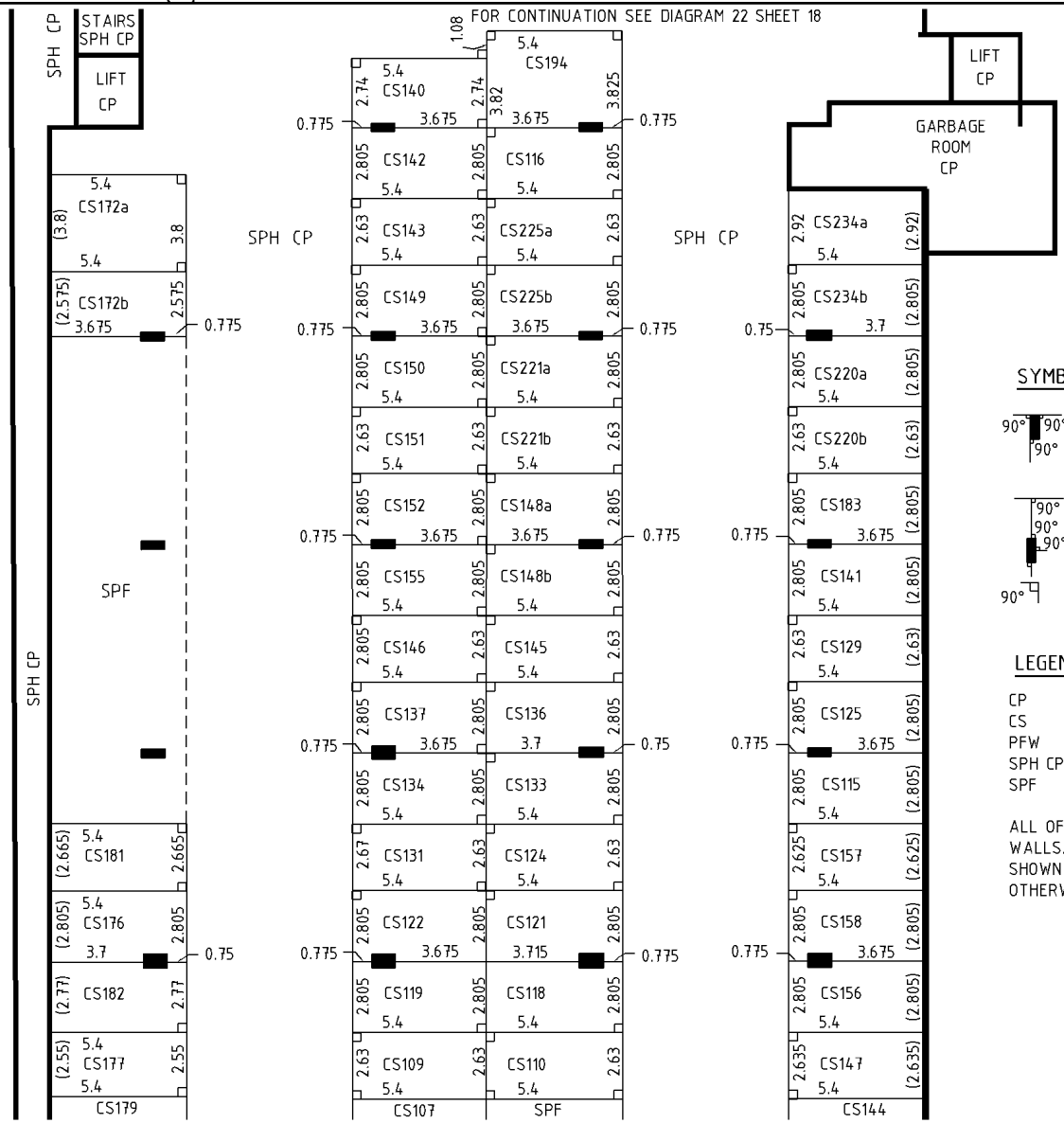

DIAGRAM 23

BUILDINGS B, C & D
BASEMENT P2 LEVEL FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

MGA

CARSPACE ALLOCATION

CS109	DENOTES PT 109	(14	m²)
CS110	DENOTES PT 110	(14	m²)
CS115	DENOTES PT 115	(15	m²)
CS116	DENOTES PT 116	(15	m²)
CS118	DENOTES PT 118	(15	m²)
CS119	DENOTES PT 119	(15	m²)
CS121	DENOTES PT 121	(15	m²)
CS122	DENOTES PT 122	(14	m²)
CS124	DENOTES PT 124	(14	m²)
CS125	DENOTES PT 125	(15	m²)
CS129	DENOTES PT 129	(14	m²)
CS131	DENOTES PT 131	(14	m²)
CS133	DENOTES PT 133	(15	m²)
CS134	DENOTES PT 134	(15	m²)
CS136	DENOTES PT 136	(15	m²)
CS137	DENOTES PT 137	(15	m²)
CS140	DENOTES PT 140	(14	m²)
CS141	DENOTES PT 141	(15	m²)
CS142	DENOTES PT 142	(15	m²)
CS143	DENOTES PT 143	(14	m²)
CS145	DENOTES PT 145	(14	m²)
CS146	DENOTES PT 146	(14	m²)
CS147	DENOTES PT 147	(14	m²)
CS148a	DENOTES PT 148	(15	m²)
CS148b	DENOTES PT 148	(15	m²)
CS149	DENOTES PT 149	(15	m²)
CS150	DENOTES PT 150	(15	m²)
CS151	DENOTES PT 151	(14	m²)
CS152	DENOTES PT 152	(15	m²)
CS155	DENOTES PT 155	(15	m²)
CS156	DENOTES PT 156	(15	m²)
CS157	DENOTES PT 157	(14	m²)
CS158	DENOTES PT 158	(15	m²)
CS172a	DENOTES PT 172	(20	m²)
CS172b	DENOTES PT 172	(14	m²)
CS176	DENOTES PT 176	(15	m²)
CS177	DENOTES PT 177	(14	m²)
CS181	DENOTES PT 181	(14	m²)
CS182	DENOTES PT 182	(15	m²)
CS183	DENOTES PT 183	(15	m²)
CS194	DENOTES PT 194	(20	m²)
CS220a	DENOTES PT 220	(15	m²)
CS220b	DENOTES PT 220	(14	m²)
CS221b	DENOTES PT 221	(14	m²)
CS221a	DENOTES PT 221	(15	m²)
CS225a	DENOTES PT 225	(14	m²)
CS225b	DENOTES PT 225	(15	m²)
CS234b	DENOTES PT 234	(15	m²)
CS234a	DENOTES PT 234	(16	m²)

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

CP	DENOTES COMMON PROPERTY
CS	DENOTES CARSPACE
PFW	DENOTES PROLONGATION FACE OF WALL
SPH CP	DENOTES SP81718 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

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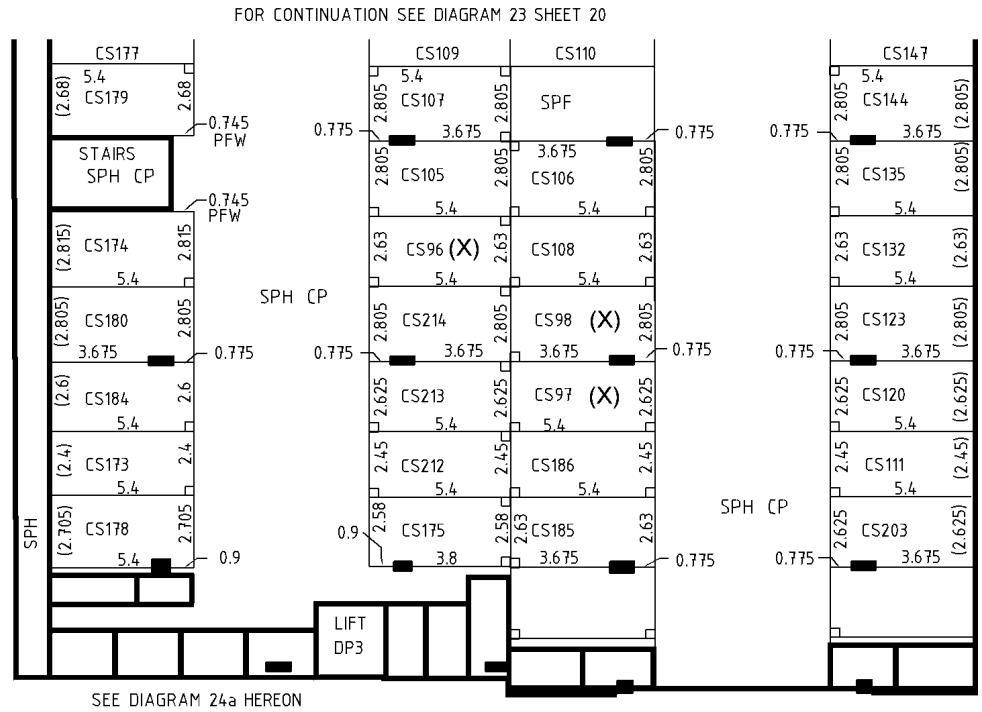

CARSPACE ALLOCATION

CS105	DENOTES PT 105	(15	m^2)
CS106	DENOTES PT 106	(15	m^2)
CS107	DENOTES PT 107	(15	m^2)
CS108	DENOTES PT 108	(14	m^2)
CS111	DENOTES PT 111	(13	m^2)
CS120	DENOTES PT 120	(14	m^2)
CS123	DENOTES PT 123	(15	m^2)
CS132	DENOTES PT 132	(14	m^2)
CS135	DENOTES PT 135	(15	m^2)
CS144	DENOTES PT 144	(15	m^2)
CS173	DENOTES PT 173	(13	m^2)
CS174	DENOTES PT 174	(15	m^2)
CS175	DENOTES PT 175	(13	m^2)
CS178	DENOTES PT 178	(14	m^2)
CS179	DENOTES PT 179	(14	m^2)
CS180	DENOTES PT 180	(15	m^2)
CS184	DENOTES PT 184	(14	m^2)
CS185	DENOTES PT 185	(14	m^2)
CS186	DENOTES PT 186	(13	m^2)
CS188	DENOTES PT 188	(14	m^2)
CS189	DENOTES PT 189	(14	m^2)
CS203	DENOTES PT 203	(14	m^2)
CS212	DENOTES PT 212	(13	m^2)
CS213	DENOTES PT 213	(14	m^2)
CS214	DENOTES PT 214	(15	m^2)

STORAGE ALLOCATION

S105	DENOTES PT 105	(4	m^2)
S118	DENOTES PT 118	(4	m^2)
S131	DENOTES PT 131	(5	m^2)
S138	DENOTES PT 138	(3	m^2)
S146	DENOTES PT 146	(4	m^2)
S147	DENOTES PT 147	(4	m^2)
S149	DENOTES PT 149	(4	m^2)
S157	DENOTES PT 157	(3	m^2)
S160	DENOTES PT 160	(3	m^2)
S188	DENOTES PT 188	(3	m^2)
S189	DENOTES PT 189	(3	m^2)
S194	DENOTES PT 194	(2	m^2)

MGA

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

CS	DENOTES CARSPACE
DP3	DENOTES LOT 3 IN DP1134156
PFW	DENOTES PROLONGATION FACE OF WALL
S	DENOTES STORAGE
SPH CP	DENOTES SP817198 COMMON PROPERTY
SPF	DENOTES SP81719

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

(X) CARSPACE ALLOCATION

CS96 DENOTES PT 96 (14M²)
CS97 DENOTES PT 97 (14M²)
CS98 DENOTES PT 98 (15M²)

DIAGRAM 24

BUILDINGS B, C & D
BASEMENT P2 LEVEL FLOOR PLAN

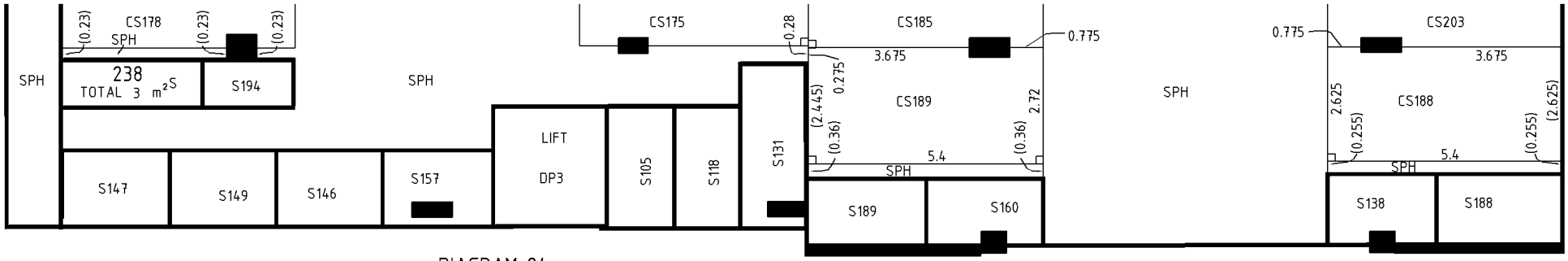

DIAGRAM 24a

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered 11.11.2009

SP81720

NOTATION (X) ADDED VIDE AMENDMENT 2009/1856 15.1.2010

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:21 of 40
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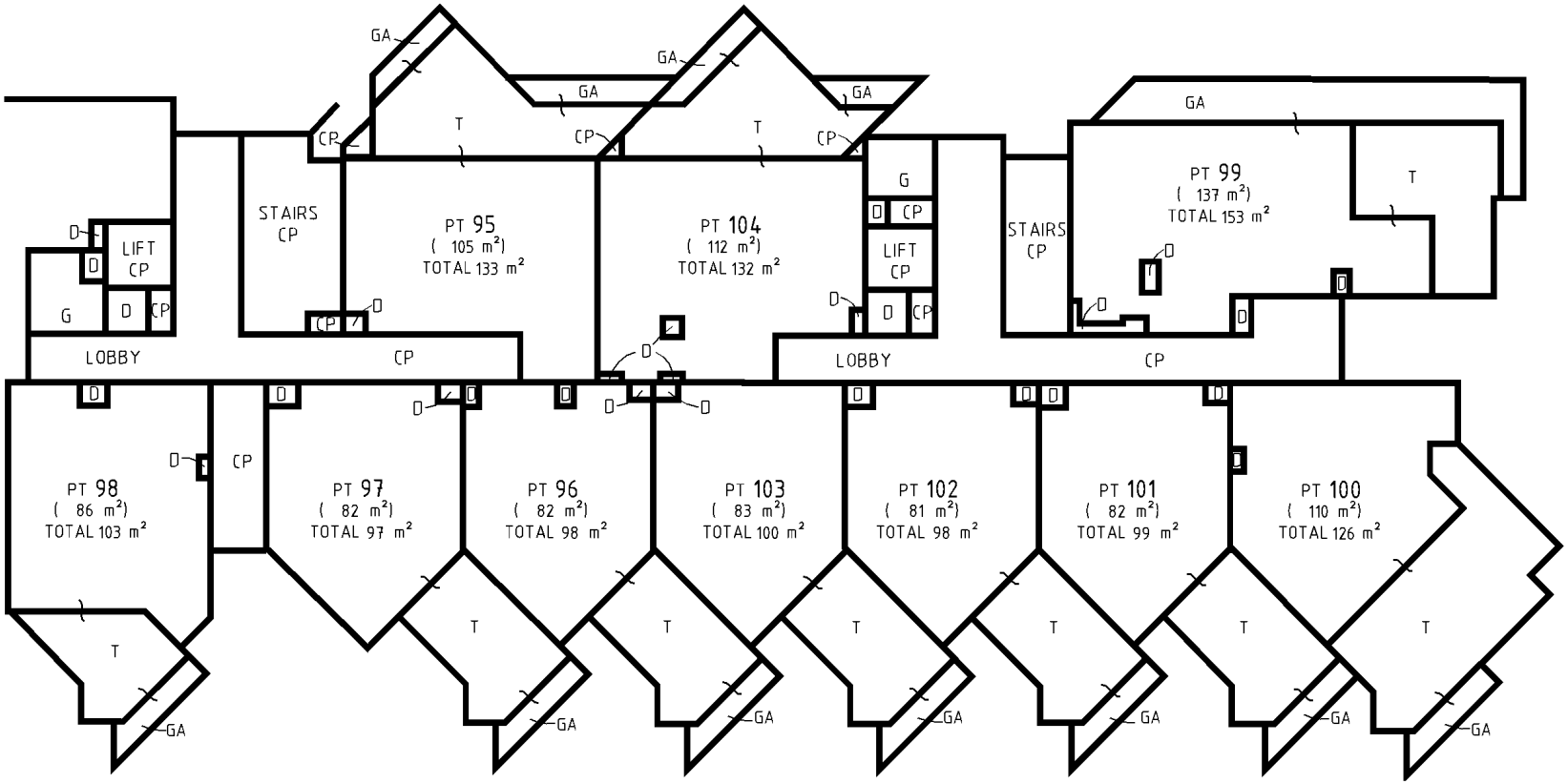

BUILDING B
LEVEL 1 FLOOR PLAN

LEGEND

T DENOTES TERRACE
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
G DENOTES GARBAGE ROOM (CP)
GA DENOTES GARDEN

THE STRATUM OF THE TERRACE / GARDEN IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE AND LIMITED IN DEPTH TO 0.5 METRES BELOW THE UPPER SURFACE OF THEIR RESPECTIVE TILED / TERRACED FLOOR SURFACE EXCEPT WHERE COVERED OR LIMITED BY THE STRUCTURE OR WATER PROOFING BELOW.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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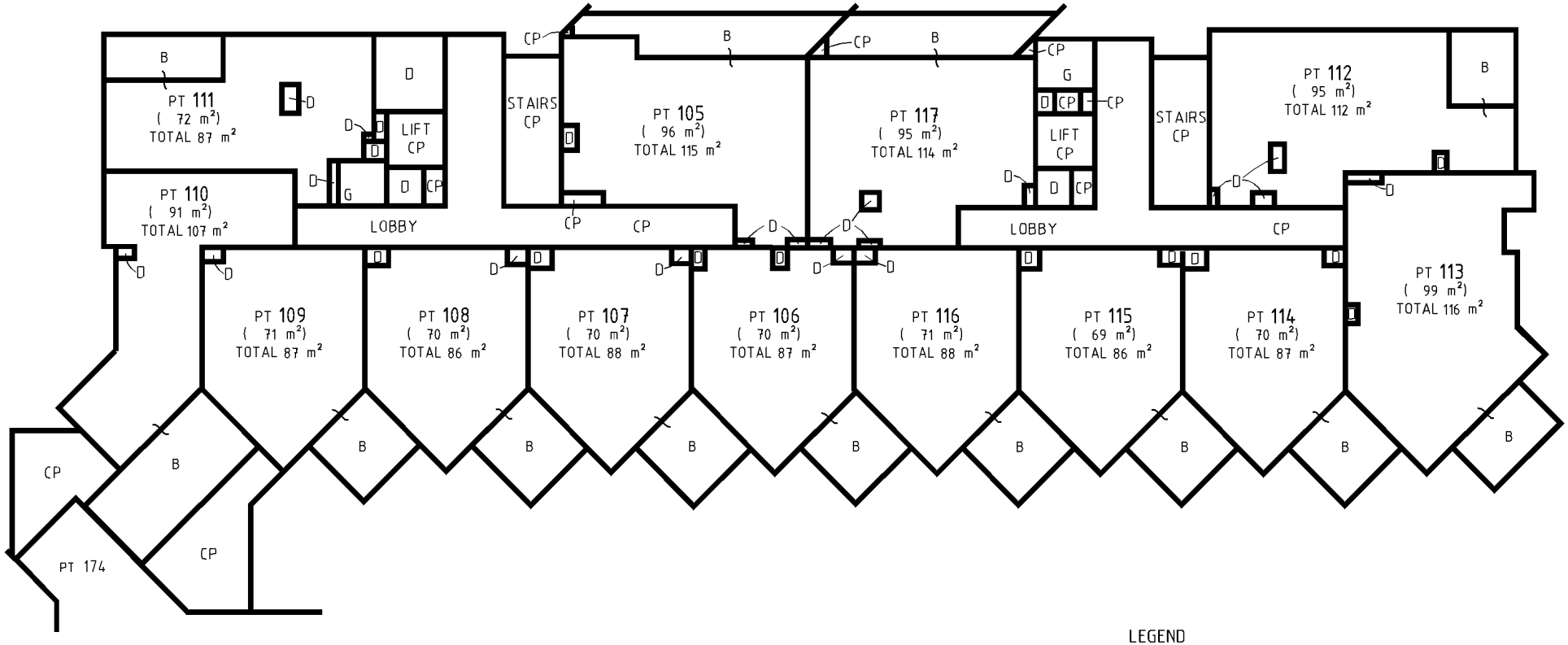

BUILDING B
LEVEL 2 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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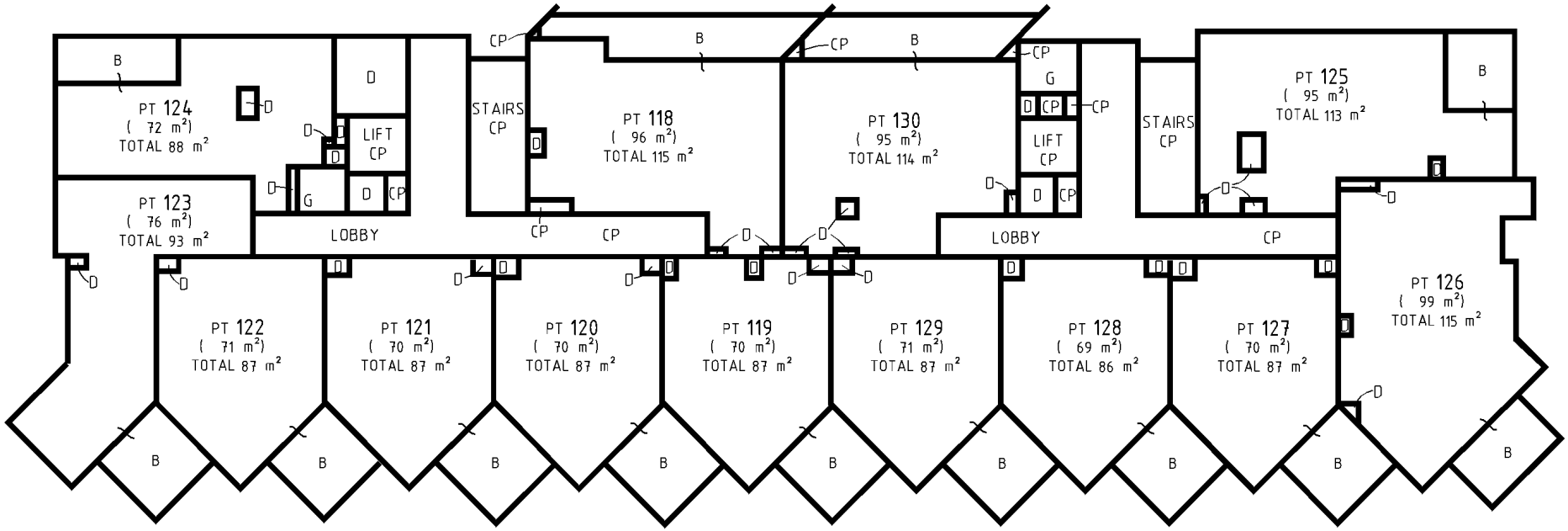
MGA



BUILDING B
LEVEL 3 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
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Registered
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SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

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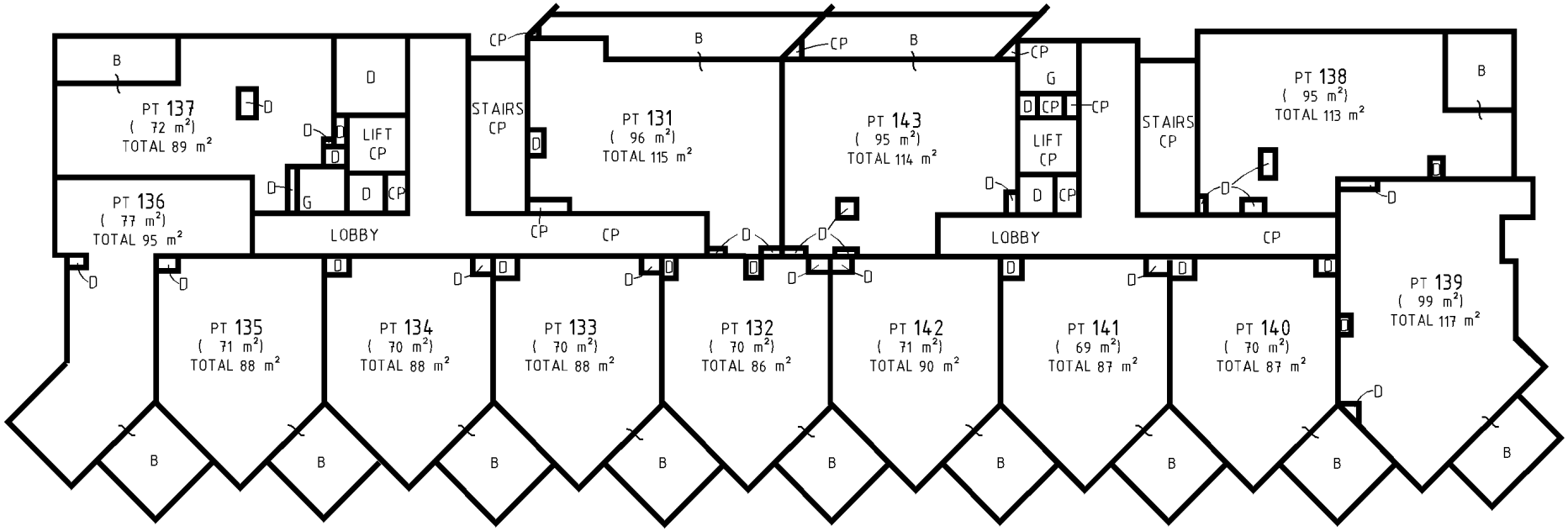

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

BUILDING B
LEVEL 4 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:25 of 40
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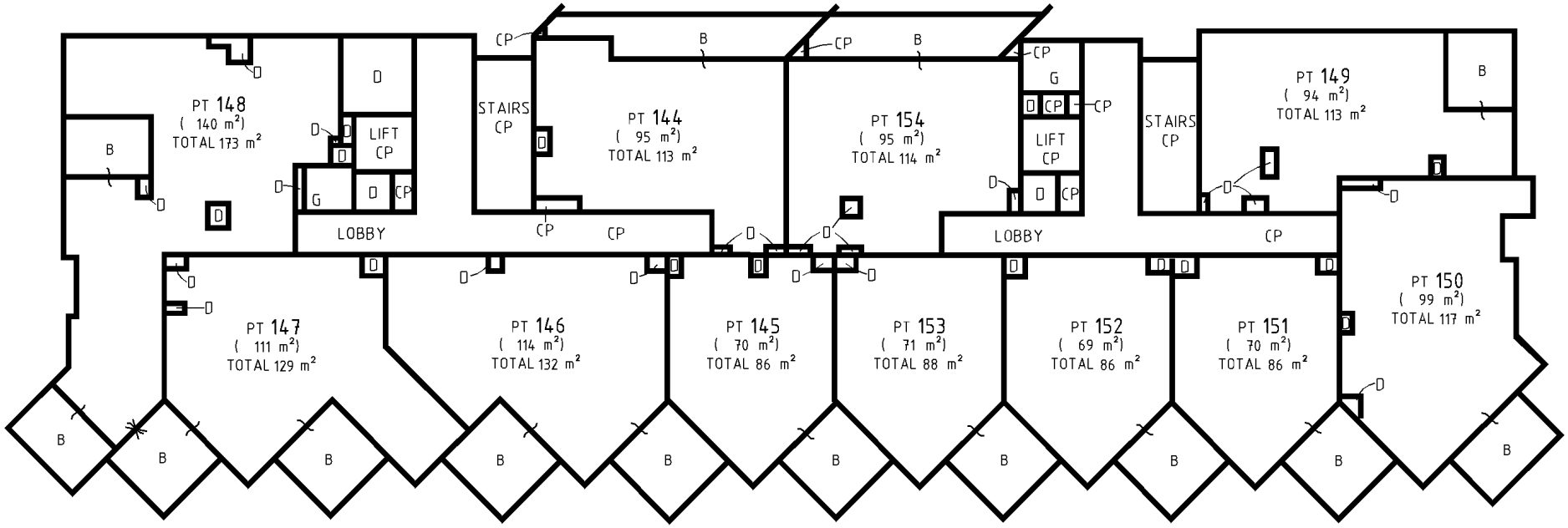

BUILDING B
LEVEL 5 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
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Registered
11.11.2009

SP81720

VINCULUM ADDED TO PT 147 AND REMOVED FROM PT 148 VIDE 2018-344 19.03.2018

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:26 of 40
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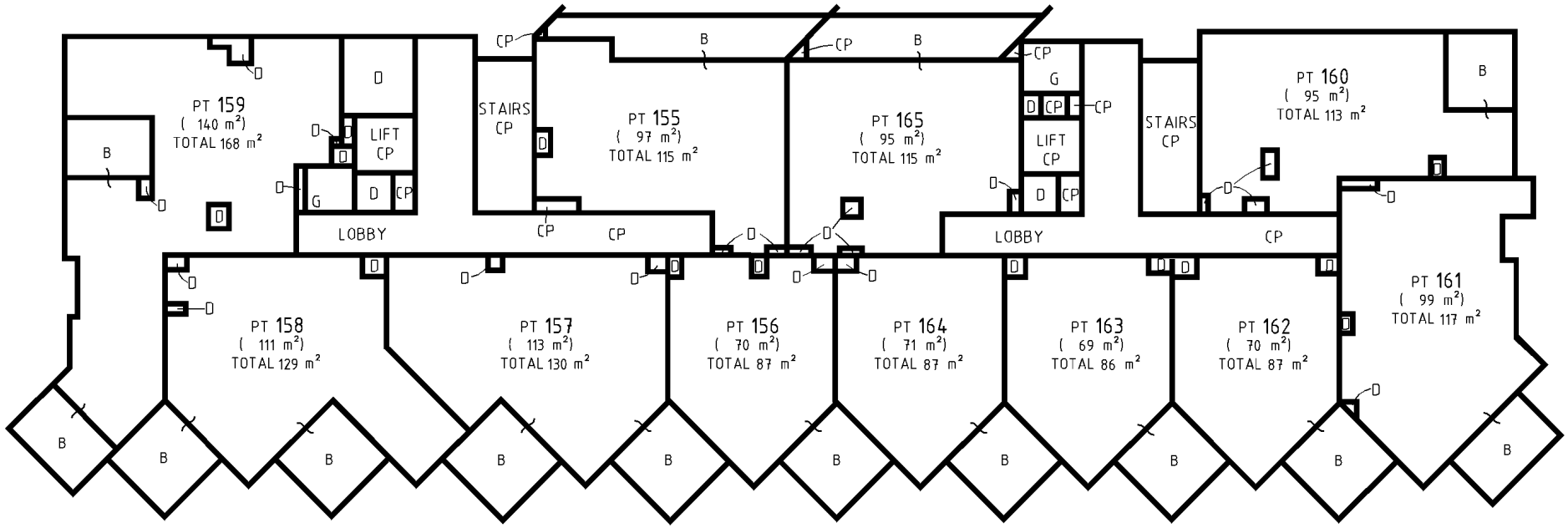

BUILDING B
LEVEL 6 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:27 of 40
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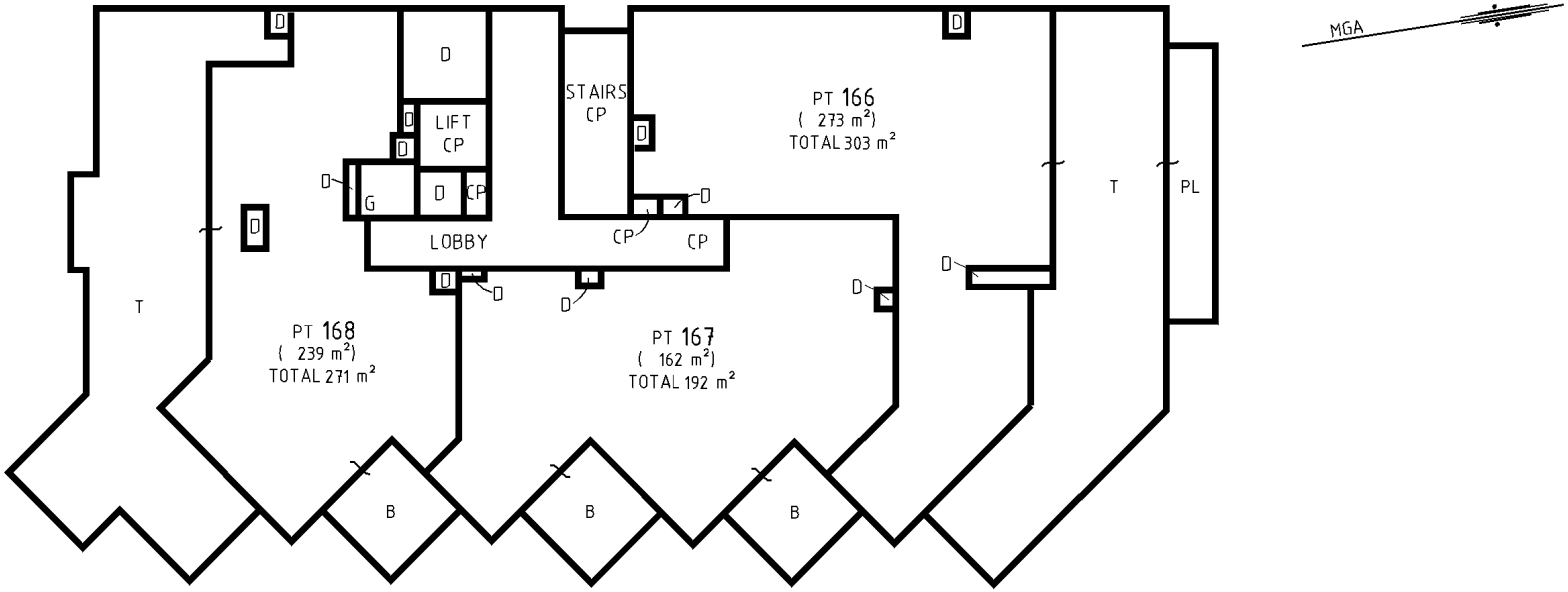
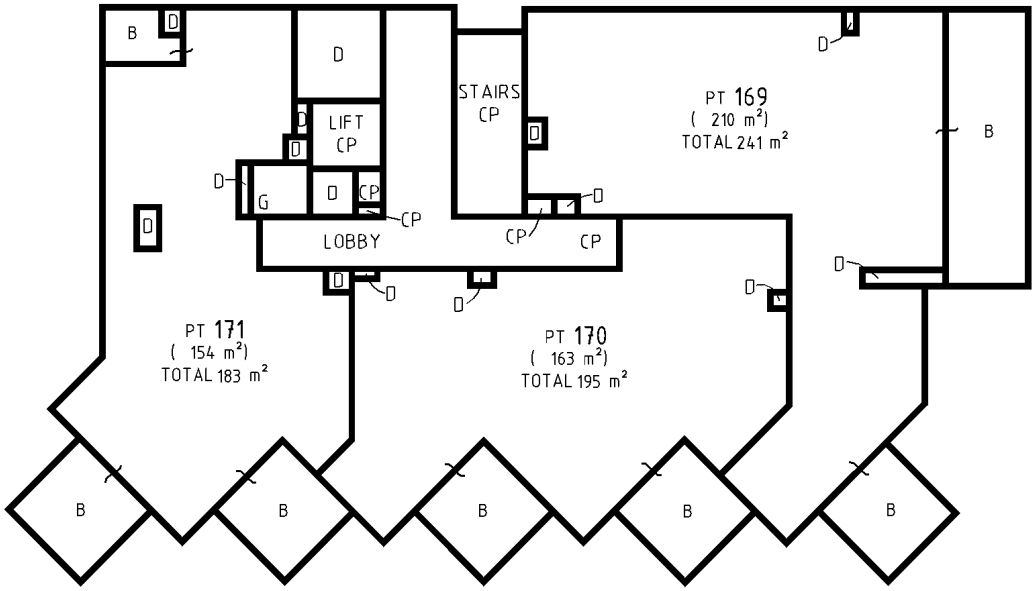


BUILDING B
LEVEL 7 FLOOR PLAN



BUILDING B
LEVEL 8 FLOOR PLAN

LEGEND

T	DENOTES TERRACE
B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
G	DENOTES GARBAGE ROOM (CP)
D	DENOTES DUCTING (CP)
PL	DENOTES PLANTER

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE PLANTER IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE WATERPROOFED BASE AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE SAME SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

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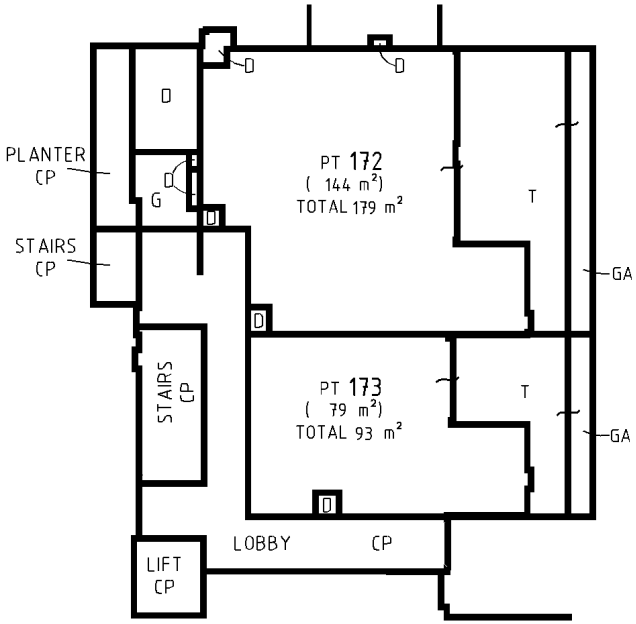
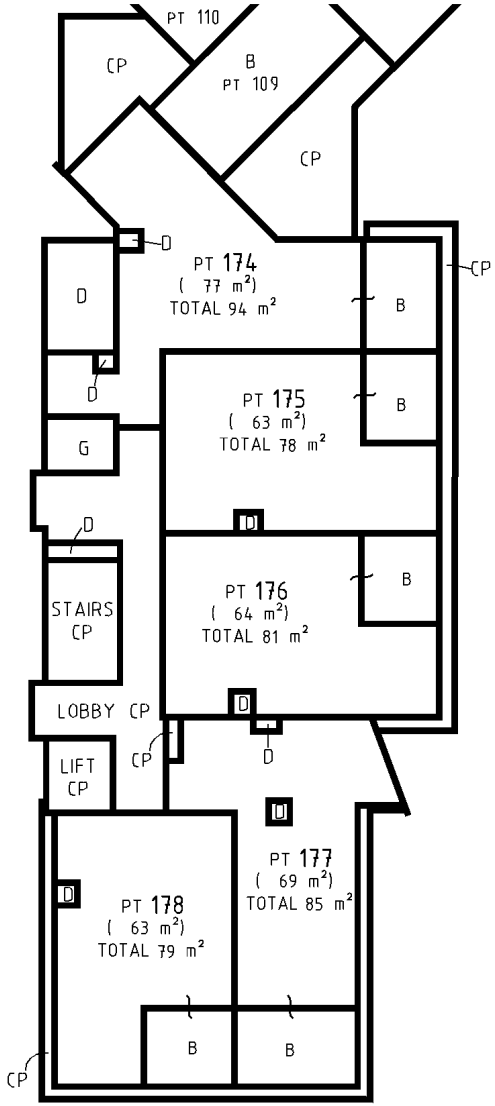
MGA



BUILDING C
LEVEL 1 FLOOR PLAN



BUILDING C
LEVEL 2 FLOOR PLAN

LEGEND

CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
B DENOTES BALCONY
D DENOTES DUCTING (CP)
T DENOTES TERRACE
GA DENOTES GARDEN

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE / GARDEN IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE AND LIMITED IN DEPTH TO 0.5 METRES BELOW THE UPPER SURFACE OF THEIR RESPECTIVE TILED / TERRACED FLOOR SURFACE EXCEPT WHERE COVERED OR LIMITED BY THE STRUCTURE OR WATER PROOFING BELOW.

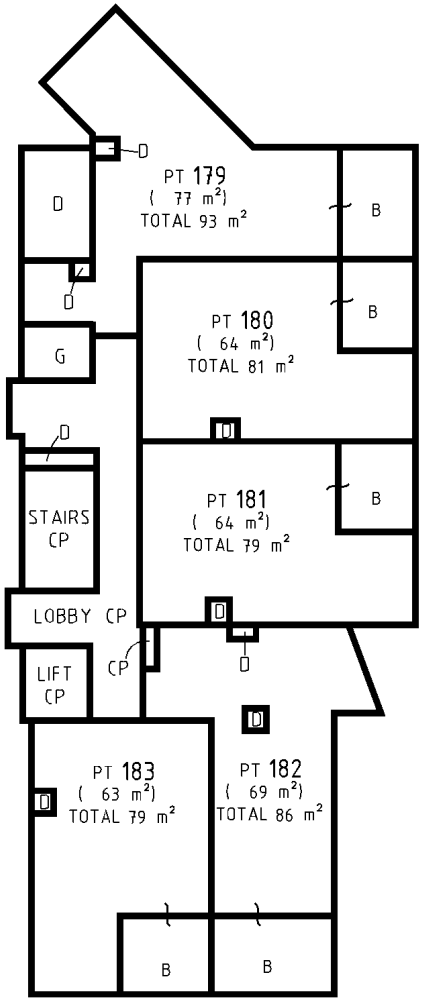
THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

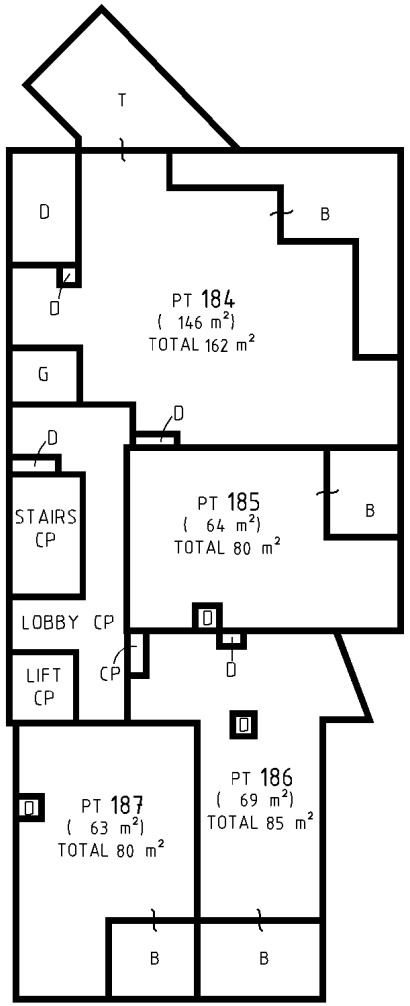
Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

MGA



BUILDING C
LEVEL 3 FLOOR PLAN



BUILDING C
LEVEL 4 FLOOR PLAN

LEGEND

CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
B DENOTES BALCONY
D DENOTES DUCTING (CP)
T DENOTES TERRACE

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRBCD Subdivision No : 2009/0090 Lengths are in metres. Reduction Ratio 1 : 200	Registered 11.11.2009	SP81720

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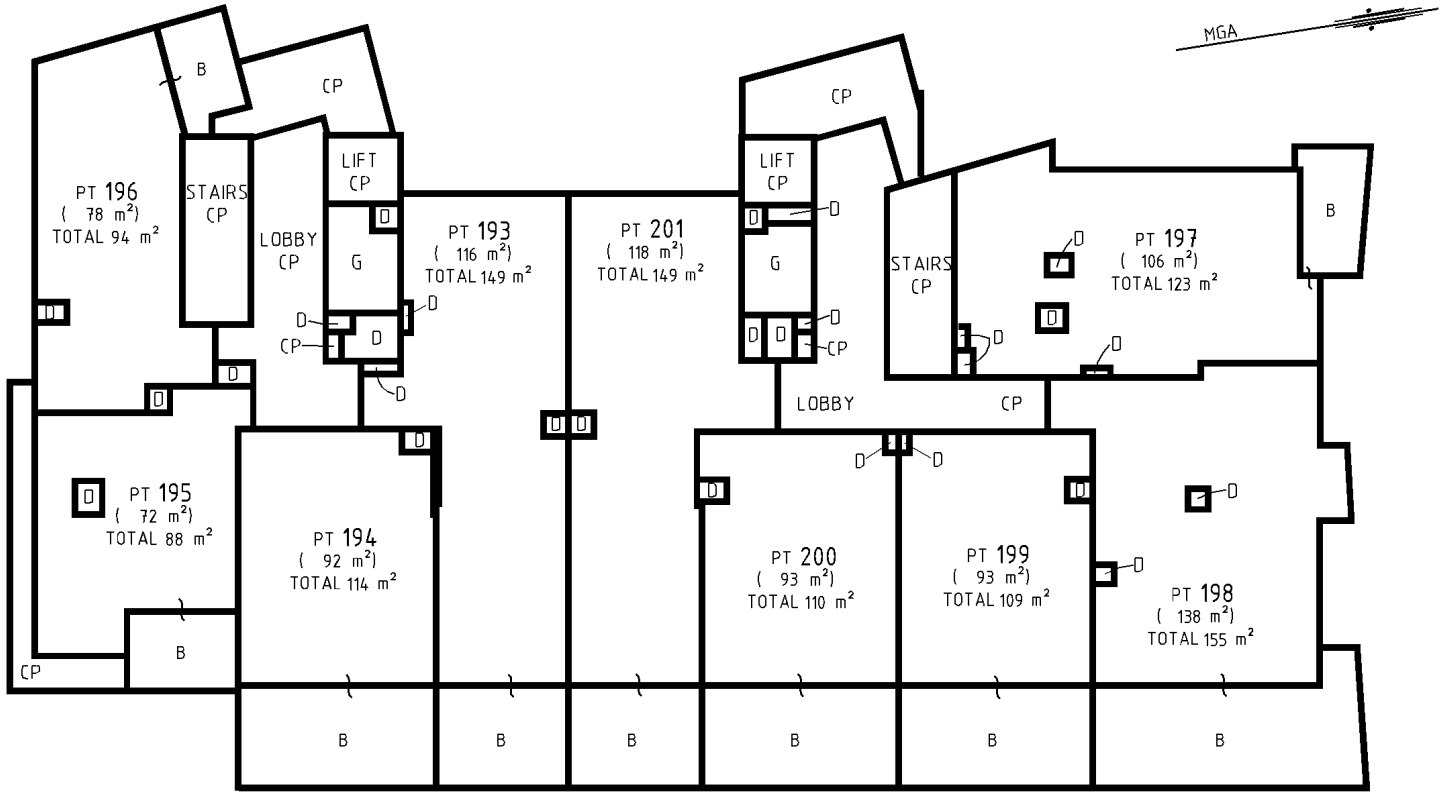
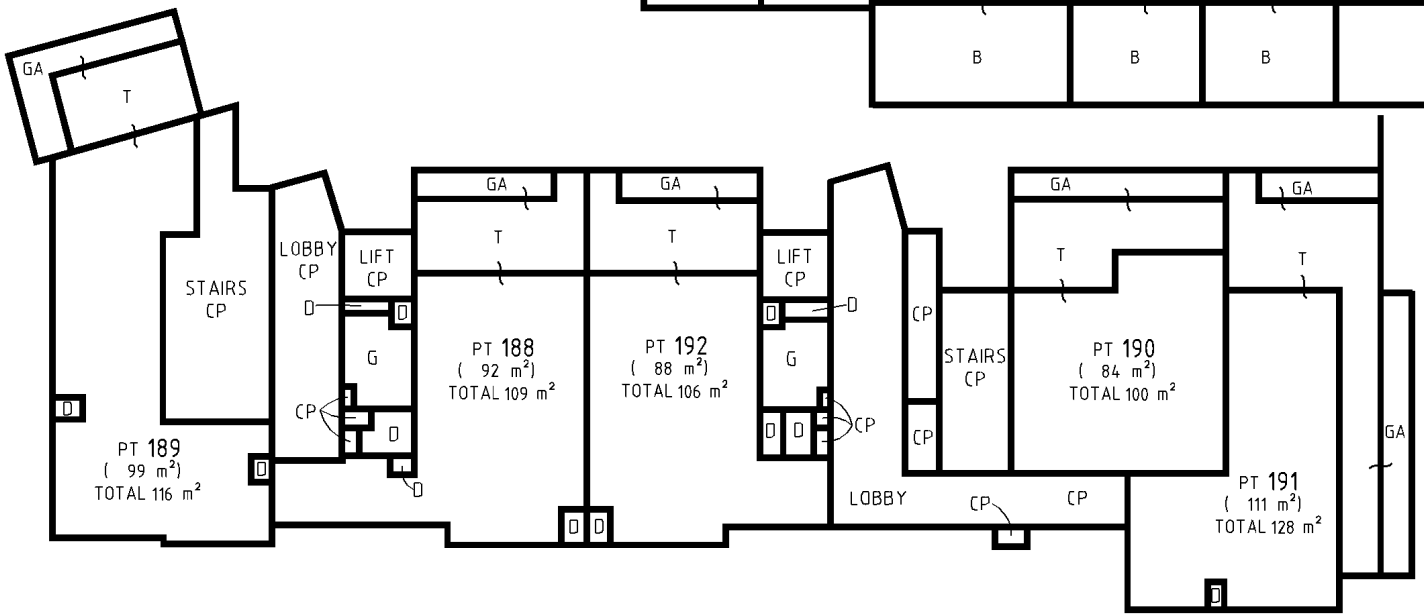


BUILDING D
LEVEL 2 FLOOR PLAN



BUILDING D
LEVEL 1 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (CP)
G DENOTES GARBAGE ROOM (CP)
T DENOTES TERRACE
GA DENOTES GARDEN

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE / GARDEN IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE AND LIMITED IN DEPTH TO 0.5 METRES BELOW THE UPPER SURFACE OF THEIR RESPECTIVE TILED / TERRACED FLOOR SURFACE EXCEPT WHERE COVERED OR LIMITED BY THE STRUCTURE OR WATER PROOFING BELOW.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

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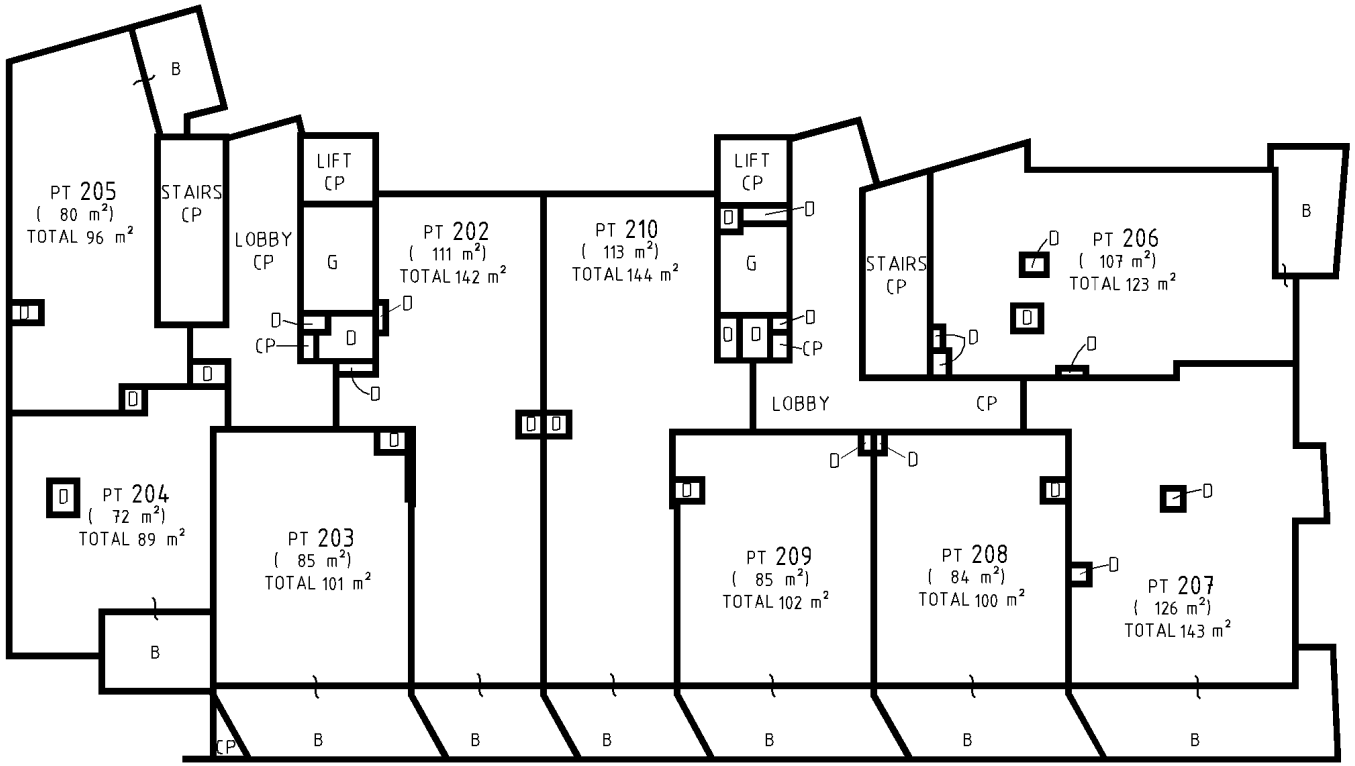

BUILDING D
LEVEL 3 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRBCD ISSUED: 4 Nov, 2009

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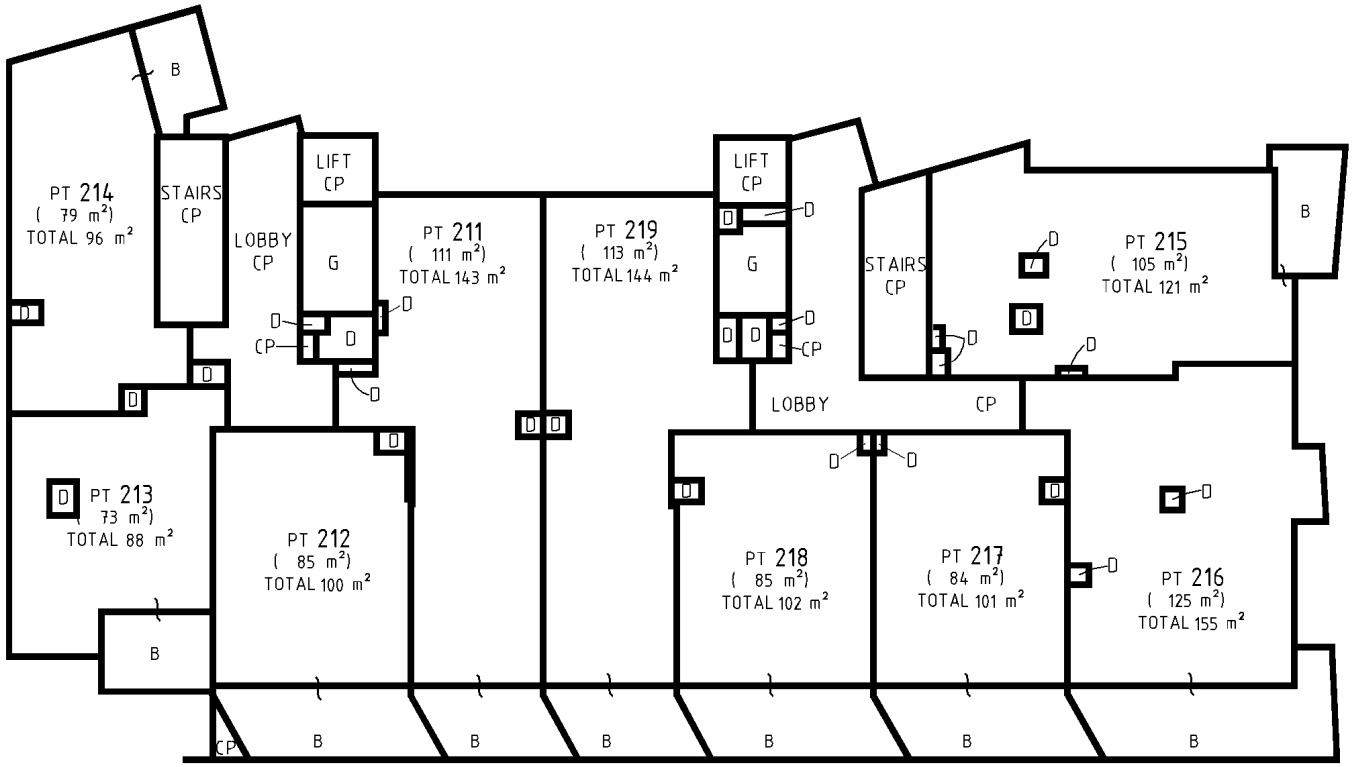

BUILDING D
LEVEL 4 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
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Registered
11.11.2009

SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

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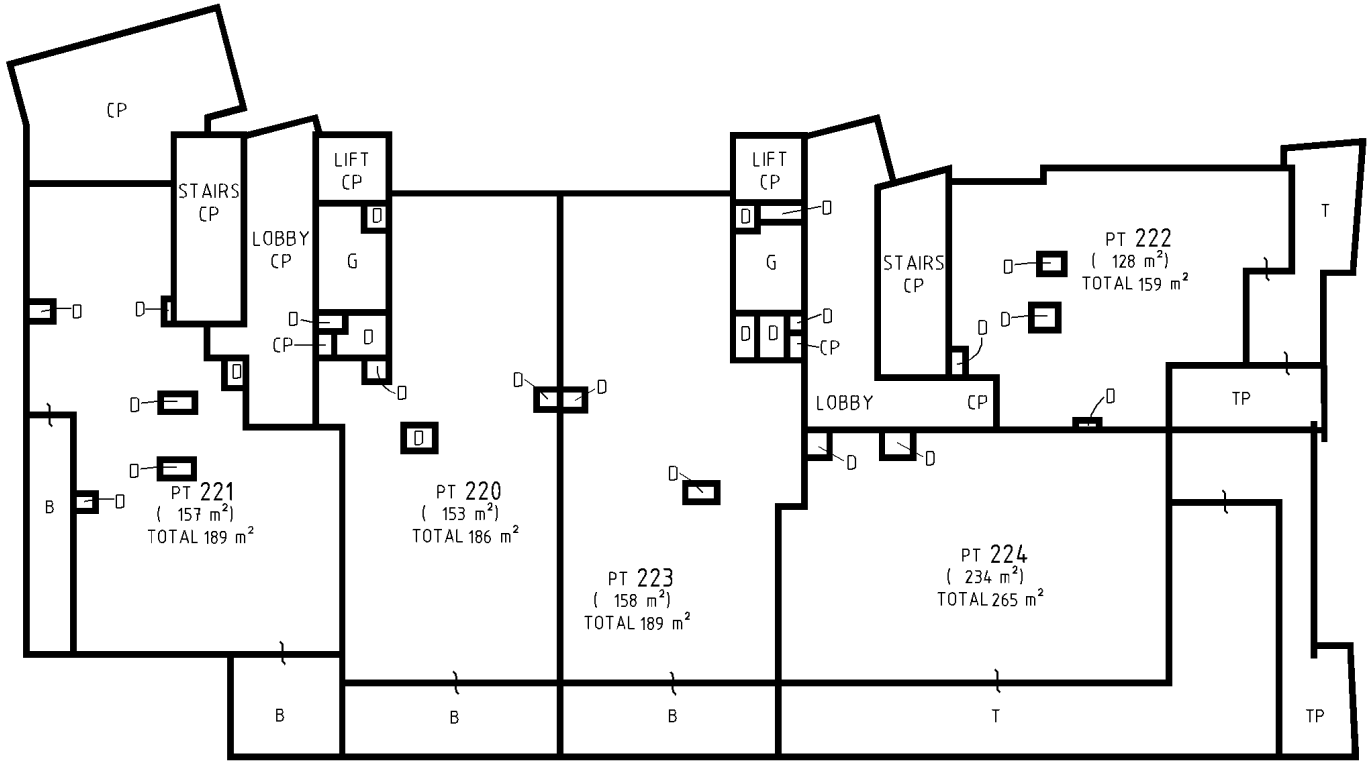

BUILDING D
LEVEL 5 FLOOR PLAN

LEGEND

B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
G	DENOTES GARBAGE ROOM (CP)
D	DENOTES DUCTING (CP)
T	DENOTES TERRACE
TP	DENOTES TERRACE PEBBLES

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

THE PORTION OF THE TERRACE THAT CONTAINS PEBBLES IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THEIR RESPECTIVE WATERPROOFING AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED. THE PEBBLES WITHIN THE TERRACE ARE PART OF THE LOT.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRBCD
Subdivision No : 2009/0090
Lengths are in metres. Reduction Ratio 1 : 200

Registered
11.11.2009

SP81720

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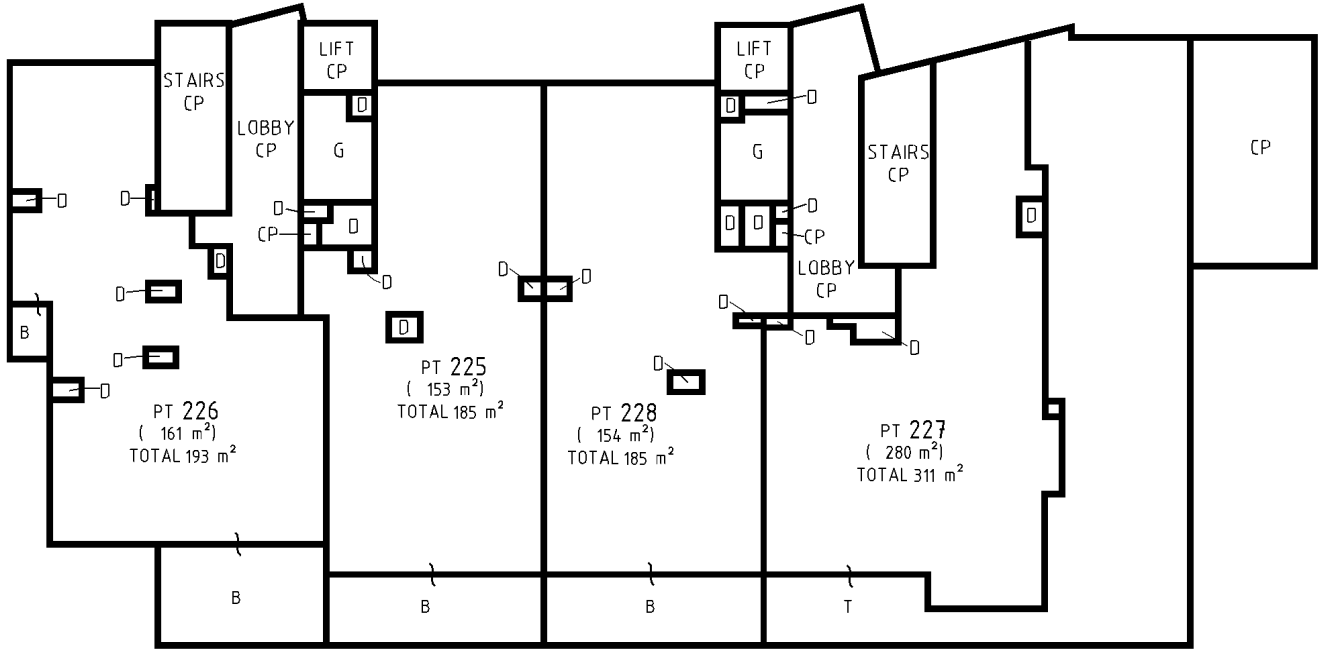

BUILDING D
LEVEL 6 FLOOR PLAN

LEGEND

T	DENOTES TERRACE
B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
G	DENOTES GARBAGE ROOM (CP)
D	DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
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SP81720

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE:2220SPRBCD ISSUED:4 Nov, 2009

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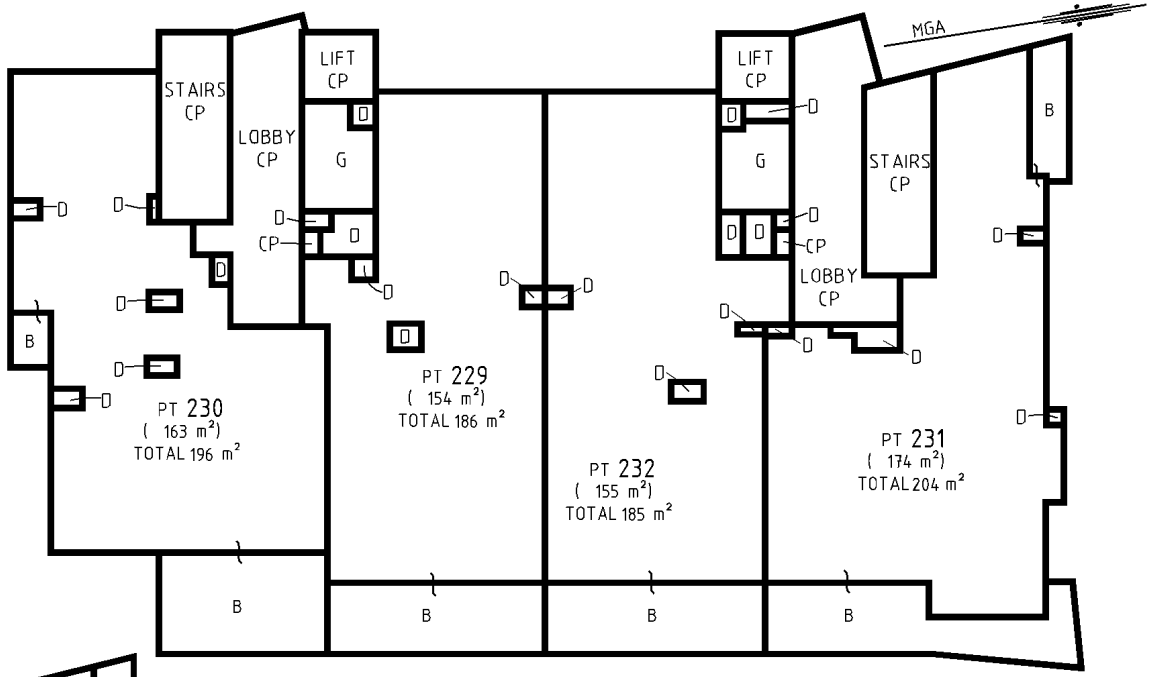
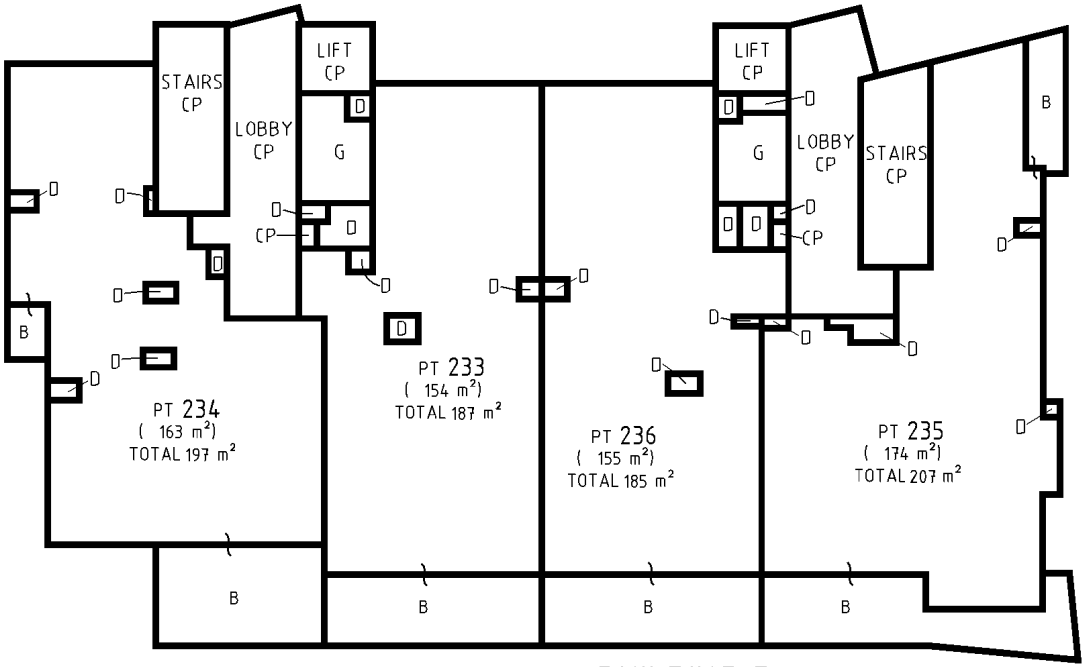


BUILDING D
LEVEL 7 FLOOR PLAN



BUILDING D
LEVEL 8 FLOOR PLAN

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
G DENOTES GARBAGE ROOM (CP)
D DENOTES DUCTING (CP)

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA, LOUVERS AND ASSOCIATED STRUCTURE ARE COMMON PROPERTY

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
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SP81720

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SURVEYOR'S REFERENCE:2220SPRBCD ISSUED:4 Nov, 2009

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STRATA PLAN ADMINISTRATION SHEET

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

The Owners - Strata Plan No
"BRIMBCOMB" BUILDING B,
"COVE" BUILDING C &
"DOBROYD" BUILDING D
No. 197-215 CONDAMINE STREET
BALGOWLAH 2093

SP81720 (E)

Registered: 11.11.2009

Purpose: STRATA PLAN OF SUBDIVISION

PLAN OF SUBDIVISION OF LOT 17 IN SP81718

~~*RESIDENTIAL Model By-laws adopted for this scheme~~
*Keeping of Animals: Option A/B/C
*Schedule of By-laws in ... sheets filed with plan
~~*No By-laws apply~~
~~*Strike out whichever is inapplicable~~

LGA: MANLY
Suburb/Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Strata Certificate

(1) ~~*The Council of~~ .....
*The Accredited Certifier GARRY RYAN
Accreditation No. BPB0565
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007,~~ have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

~~*(4) The building encroaches on a public place and;~~
*(a) The Council does not object to the encroachment of the building beyond the alignment of .....
*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) 237, 238, 239 are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 ~~or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 21/10/09

Subdivision No. 2009/0090

Relevant Development Consent No. 385/08

issued by L & EC OF NSW

Garry Ryan

~~Authorised Person /General Manager~~/Accredited Certifier
* Strike through if inapplicable.

Surveyor's Certificate

I, ANTHONY GUY MITCHELL

Of Stratasurv PO Box 305 FIVE DOCK NSW 2046

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of 'Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 ~~or 'Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met:

(2) ~~*(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~

~~*has been created by registered + ...~~
~~*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: .....

Date: 16/10/09

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 2220SPRBDC

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:38 of 40
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STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 17 IN SP81718

SP81720

Registered: 11.11.2009

*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 2009/0090 Date: 21/10/2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

FOR UNIT ENTITLEMENTS SEE SHEET 3

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

THIS PLAN IS AFFECTED BY A STRATA MANAGEMENT STATEMENT REGISTERED WITH SP81718.
THIS PLAN IS AFFECTED BY A STRATA DEVELOPMENT CONTRACT REGISTERED WITH SP81718.
THIS PLAN IS AFFECTED BY A BYLAW STATEMENT REGISTERED WITH SP81718.

SURVEYOR'S REFERENCE: 2220SPRBDC

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:39 of 40
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STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 17 IN SP81718

SP81720

Registered: 11.11.2009

Strata Certificate Details: Subdivision No: 2009/0090 Date: 21/10/2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
95	~~39~~ 25	131	~~25~~ 36	167	73	203	28
96	~~29~~ 24	132	~~24~~ 26	168	84	204	27
97	~~25~~ 23	133	~~23~~ 24	169	90	205	28
98	~~25~~ 23	134	~~23~~ 24	170	77	206	43
99	~~24~~ 39	135	~~33~~ 23	171	82	207	46
100	~~35~~ 29	136	~~25~~ 24	172	39	208	30
101	~~42~~ 25	137	~~23~~ 24	173	25	209	29
102	~~42~~ 25	138	~~22~~ 42	174	28	210	46
103	~~26~~ 24	139	~~22~~ 44	175	25	211	47
104	~~25~~ 35	140	~~25~~ 27	176	25	212	30
105	~~25~~ 33	141	~~21~~ 26	177	25	213	27
106	~~35~~ 25	142	~~35~~ 26	178	23	214	29
107	~~41~~ 23	143	~~25~~ 39	179	28	215	44
108	~~42~~ 22	144	~~23~~ 36	180	26	216	49
109	~~27~~ 22	145	~~23~~ 26	181	26	217	30
110	25	146	~~23~~ 41	182	25	218	29
111	~~25~~ 21	147	~~23~~ 42	183	24	219	46
112	~~36~~ 42	148	~~23~~ 55	184	41	220	70
113	42	149	~~36~~ 45	185	27	221	67
114	~~44~~ 26	150	~~26~~ 44	186	26	222	49
115	~~27~~ 25	151	~~24~~ 28	187	25	223	70
116	~~26~~ 25	152	~~24~~ 27	188	24	224	83
117	~~26~~ 35	153	~~23~~ 27	189	28	225	72
118	~~39~~ 35	154	~~24~~ 40	190	26	226	72
119	~~45~~ 25	155	~~24~~ 37	191	27	227	87
120	~~44~~ 23	156	~~36~~ 28	192	24	228	72
121	~~28~~ 23	157	~~26~~ 42	193	47	229	81
122	~~27~~ 23	158	~~41~~ 44	194	28	230	77
123	~~27~~ 23	159	~~42~~ 56	195	27	231	85
124	~~40~~ 23	160	~~55~~ 46	196	28	232	81
125	~~46~~ 41	161	~~37~~ 48	197	41	233	84
126	~~40~~ 42	162	~~28~~ 30	198	44	234	80
127	~~30~~ 27	163	~~42~~ 29	199	28	235	88
128	~~29~~ 25	164	~~44~~ 28	200	28	236	85
129	~~28~~ 25	165	~~56~~ 41	201	47	237	1
130	~~41~~ 36	166	87	202	46	238	1
						239	1
						TOTAL	5572

SURVEYOR'S REFERENCE: 2220SPRBDC

*OFFICE USE ONLY

"SCHEDULE OF UNIT ENTITLEMENT" AMENDED VIDE 2009/1851 (REQUEST AF181117) 5.1.2010

Req:R177700 /Doc:SP 0081720 P /Rev:27-Mar-2018 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:40 of 40
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ePlan

STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 17 IN SP81718

SP81720

Registered: 11.11.2009

*OFFICE USE ONLY

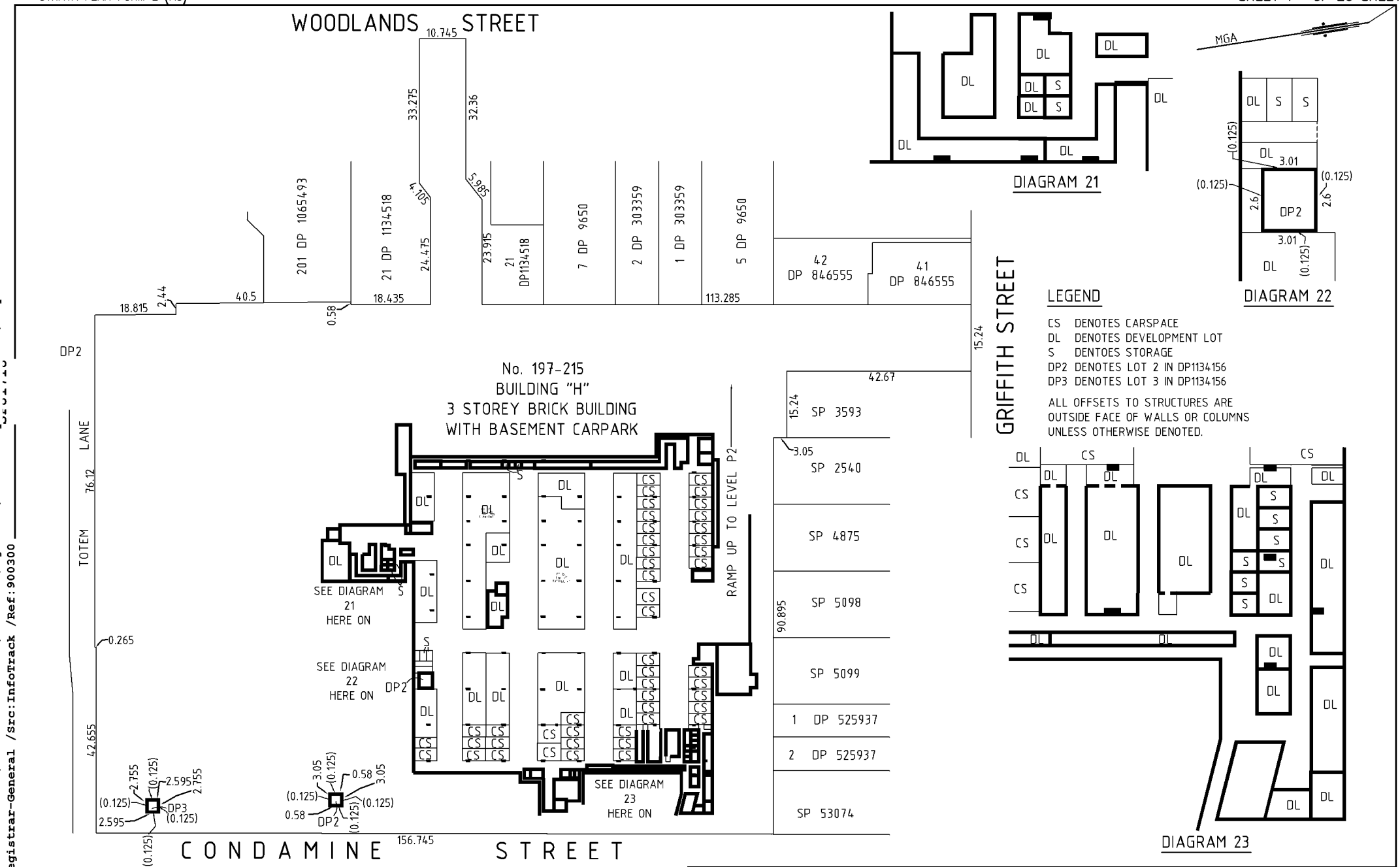
Strata Certificate Details: Subdivision No: 2009/0090 Date: 21/10/2009

SIGNED by STOCKLAND DEVELOPMENT PTY LIMITED (ACN:000064835) by its Attorney. pursuant to Power of Attorney dated 7th July 2009 registered Book 4572 No. 11 who states that no revocation of the power of attorney has been received in the presence of:

Attorney	Attorney
BARRY JOHN MANN	
Print Name	Print Name
Witness	Witness
Anna Potts	
Print Name	Print Name
Personal Assistant, Sydney	
Occupation and address of witness	Occupation and address of witness
21/10/09.	
Date	Date

EXECUTION:

SURVEYOR'S REFERENCE: 2220SPRBDC



FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

BUILDING H
BASEMENT LEVEL P1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 800	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 23
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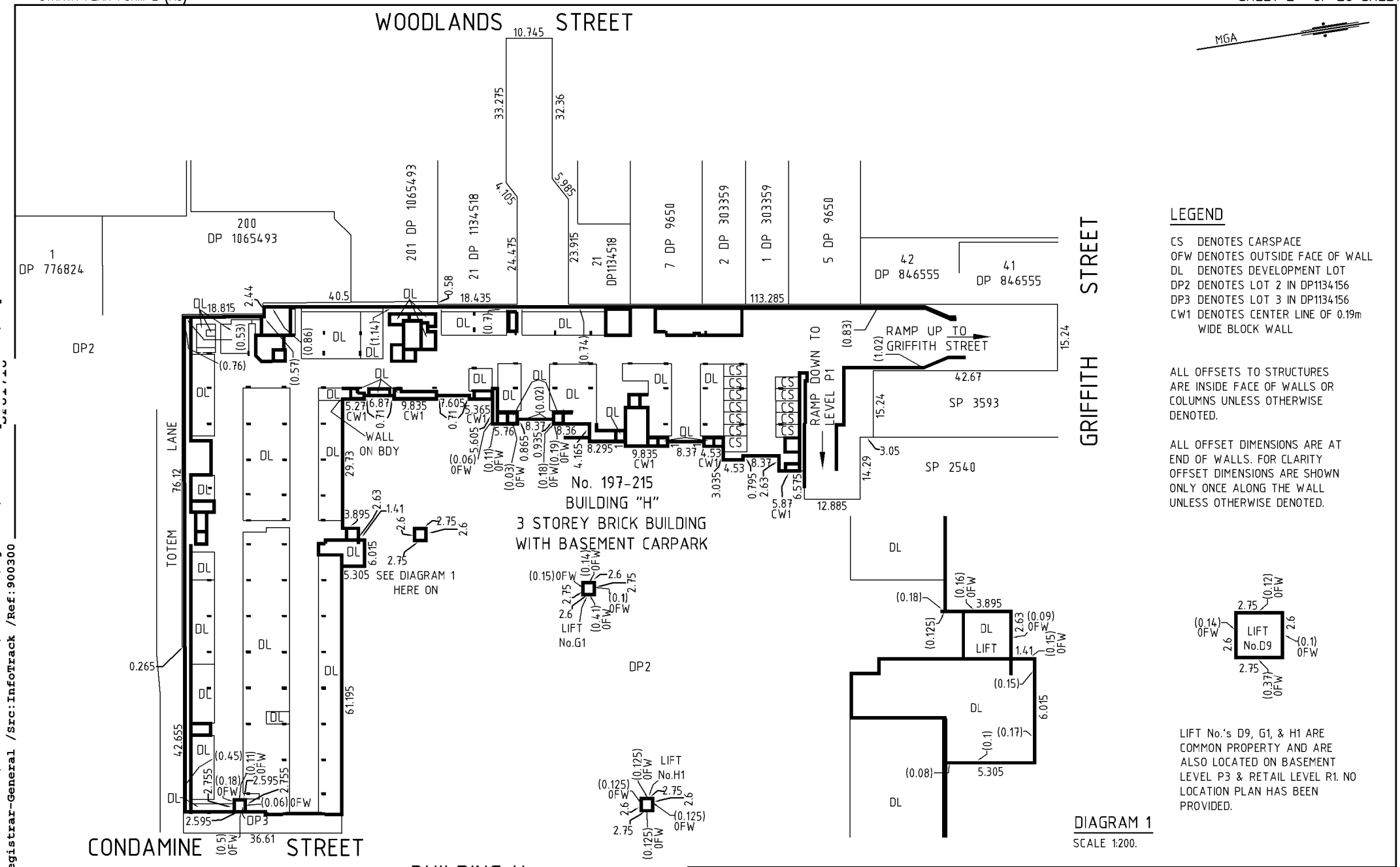

LEGEND

CS DENOTES CARSPACE
OFW DENOTES OUTSIDE FACE OF WALL
DL DENOTES DEVELOPMENT LOT
DP2 DENOTES LOT 2 IN DP1134156
DP3 DENOTES LOT 3 IN DP1134156
CW1 DENOTES CENTER LINE OF 0.19m WIDE BLOCK WALL

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

LIFT No.'s D9, G1, & H1 ARE COMMON PROPERTY AND ARE ALSO LOCATED ON BASEMENT LEVEL P3 & RETAIL LEVEL R1. NO LOCATION PLAN HAS BEEN PROVIDED.

DIAGRAM 1
SCALE 1:200.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDING H
BASEMENT LEVEL P2 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 800

Registered
19.10.2009

SP 81718

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:2 of 23
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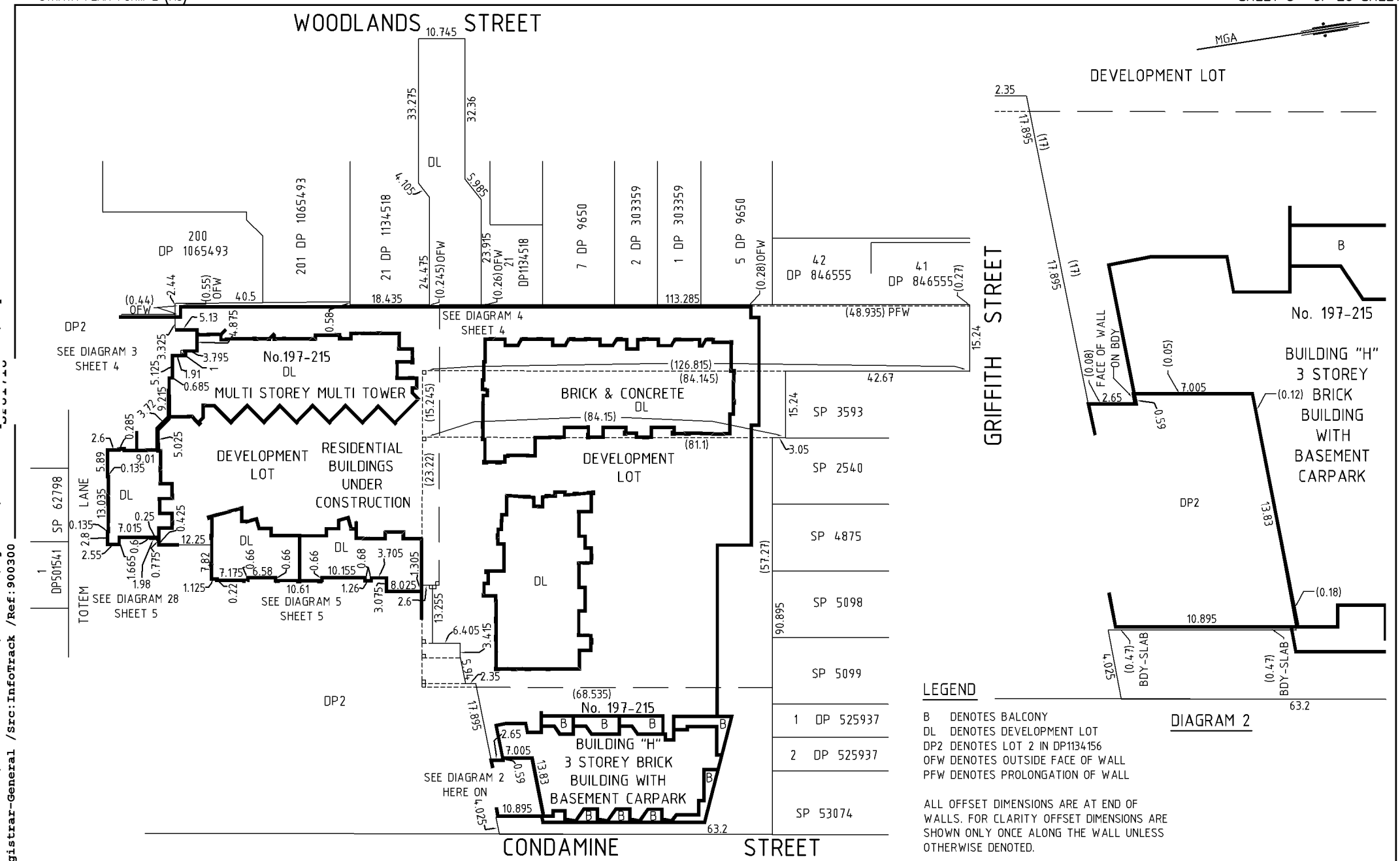

LEGEND

B DENOTES BALCONY
DL DENOTES DEVELOPMENT LOT
DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL
PFW DENOTES PROLONGATION OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDING H
LEVEL 1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 800

Registered
19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

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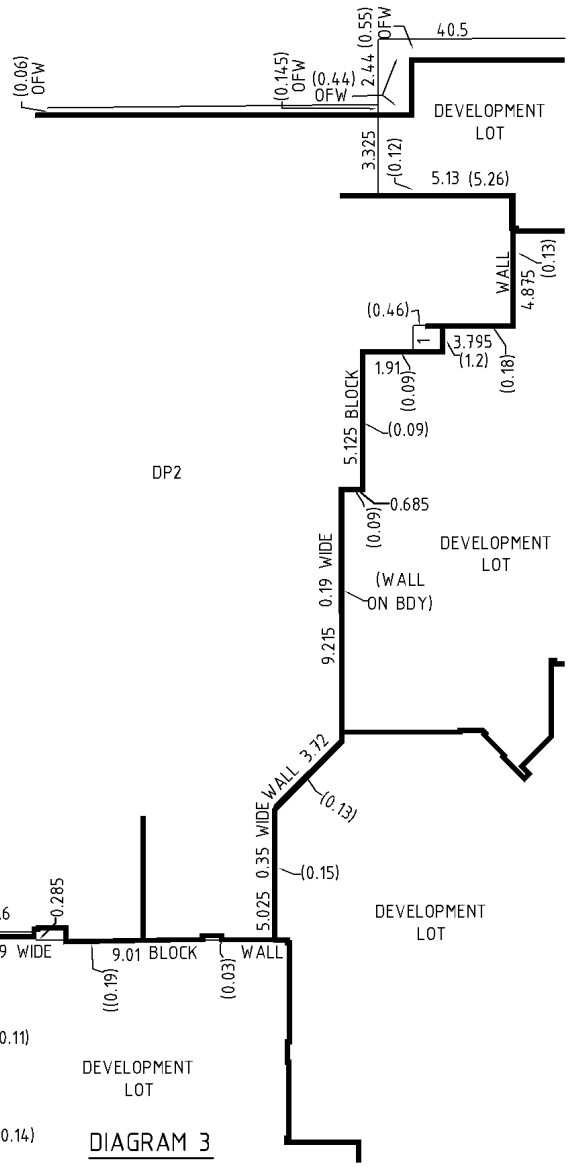

DIAGRAM 3

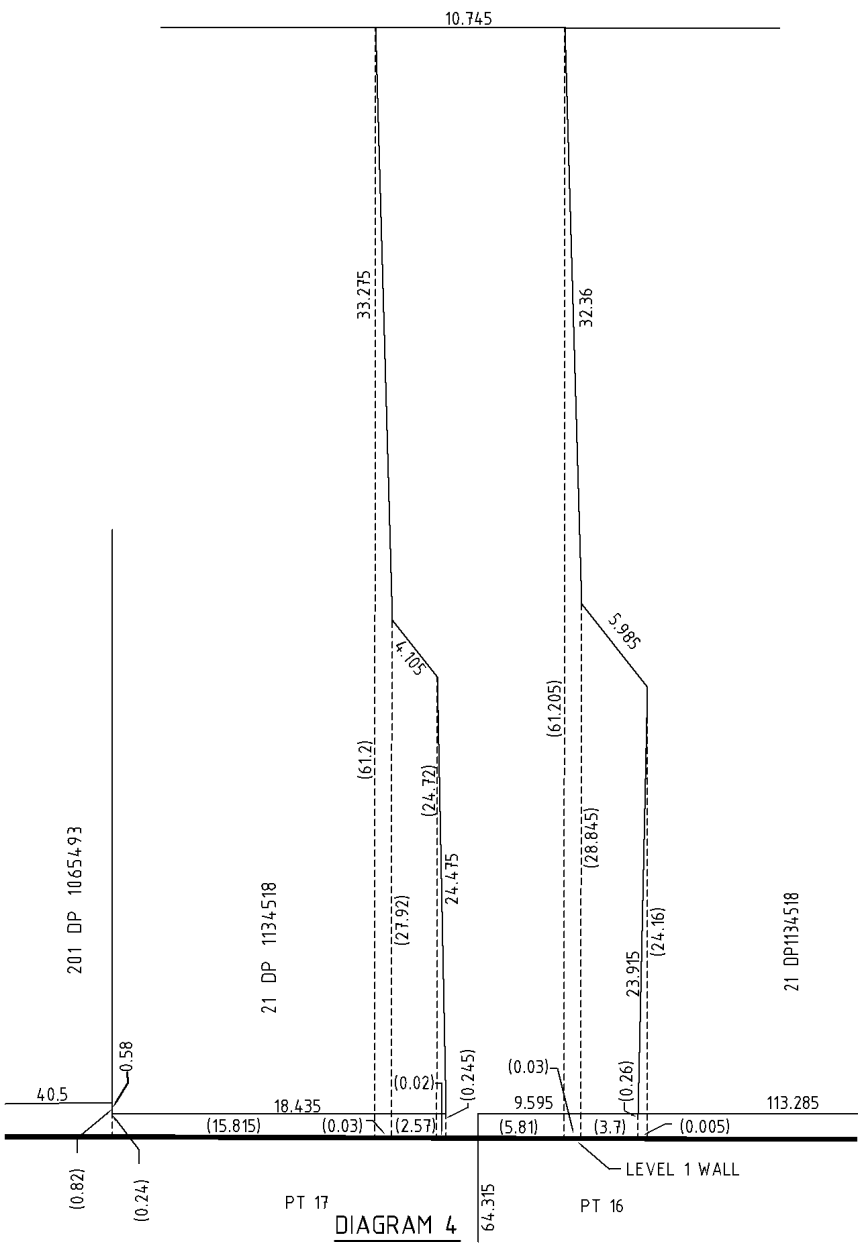

DIAGRAM 4

LEVELS 1 & 2 NOT TO SCALE

OFFSETS IN THIS DIAGRAM ARE TO OUTSIDE FACE OF WALL

MGA

LEGEND

DP2 DENOTES LOT 2 IN DP1134156
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDING H LEVEL 1 LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered 19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:4 of 23
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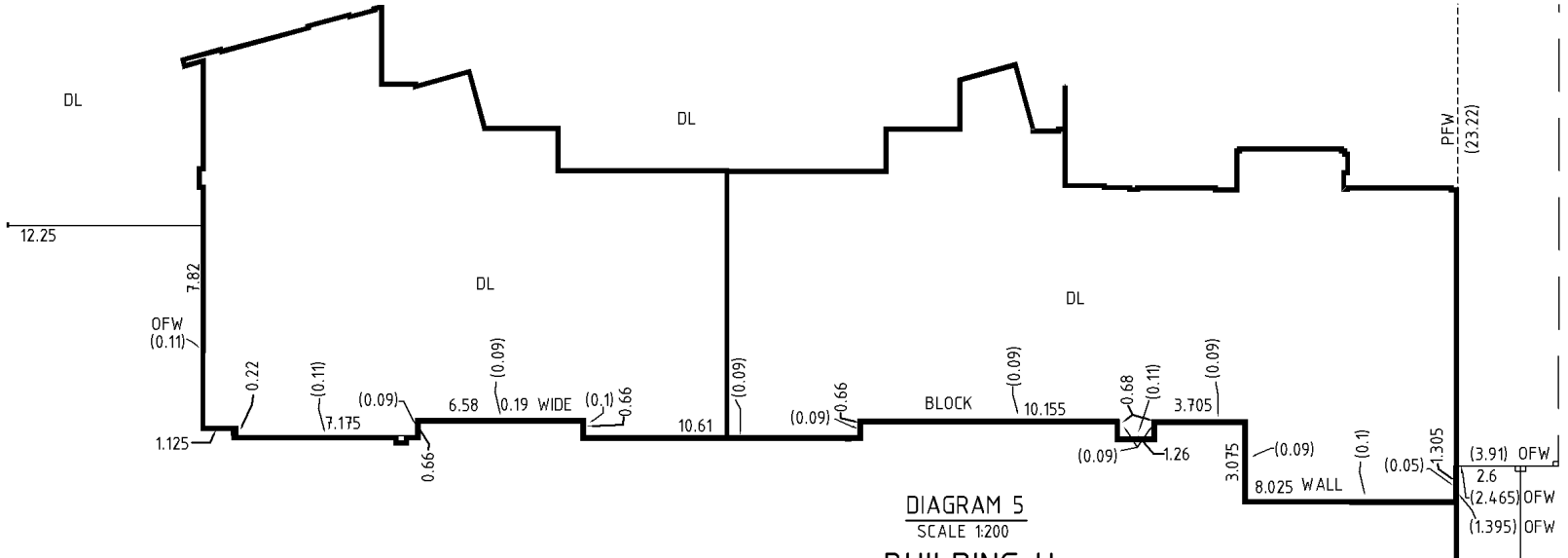


DIAGRAM 5

SCALE 1:200

BUILDING H

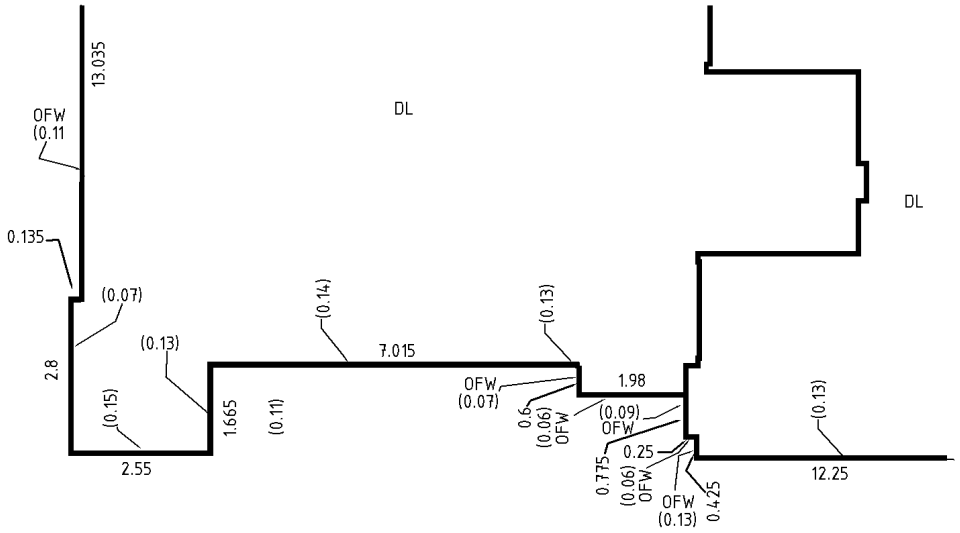
LEVEL 1 LOCATION PLAN

LEGEND

DP2 DENOTES LOT 2 IN DP1134156
DL DENOTES DEVELOPMENT LOT
PFW DENOTES PROLONGATION FACE OF WALL
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.



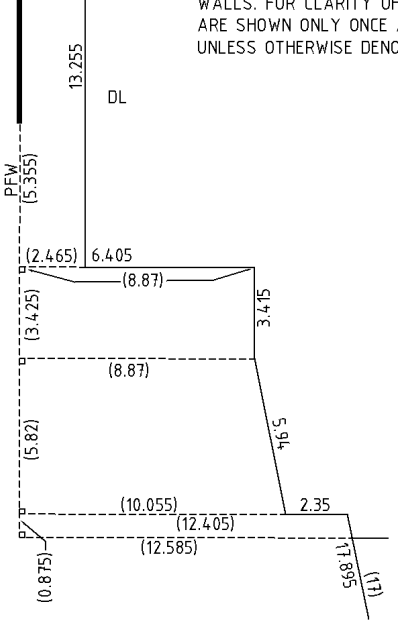


DIAGRAM 28

SCALE 1:100

BUILDING H

LEVEL 1 LOCATION PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 200	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:5 of 23
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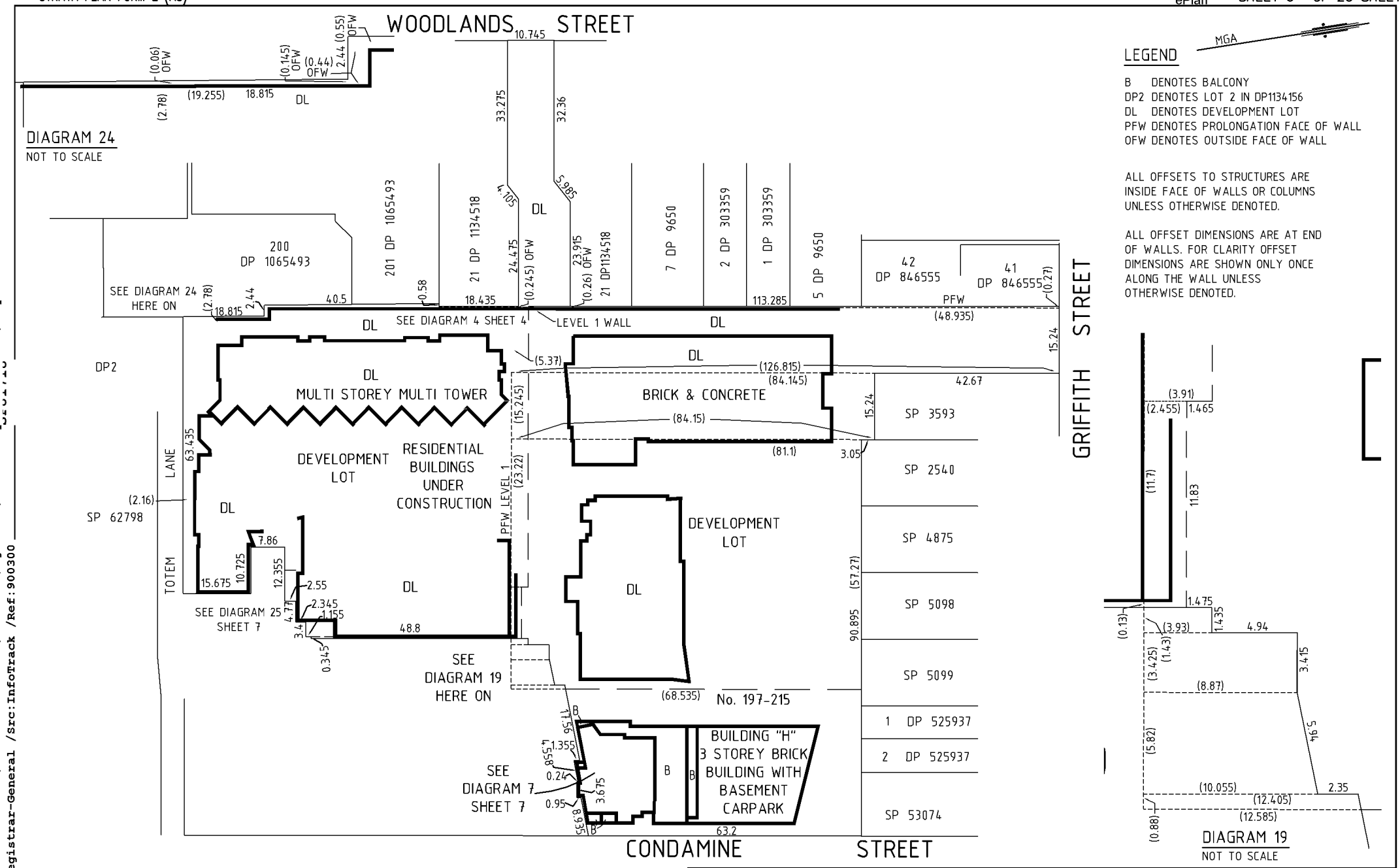

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

BUILDING H
LEVEL 2 & ABOVE LOCATION PLAN

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 800

Registered
19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:6 of 23
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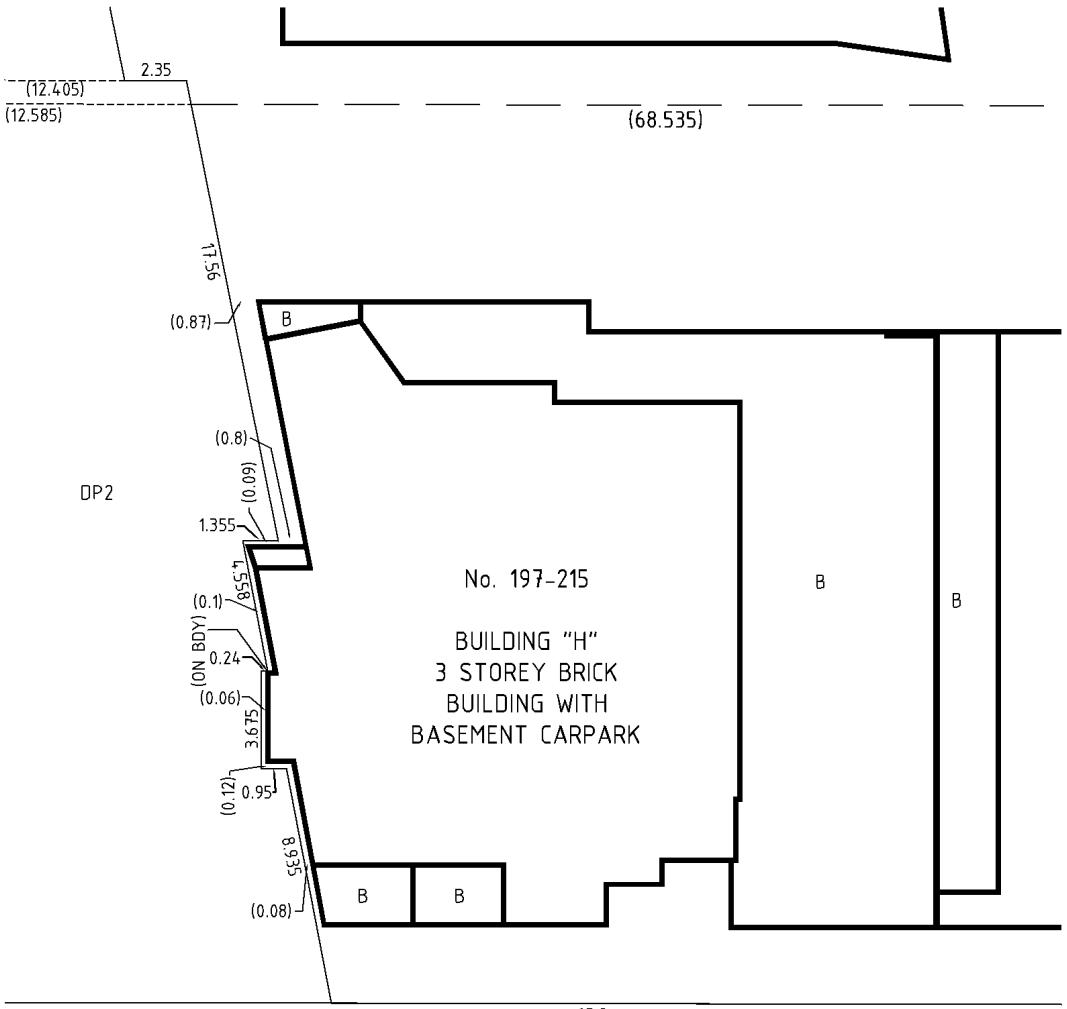
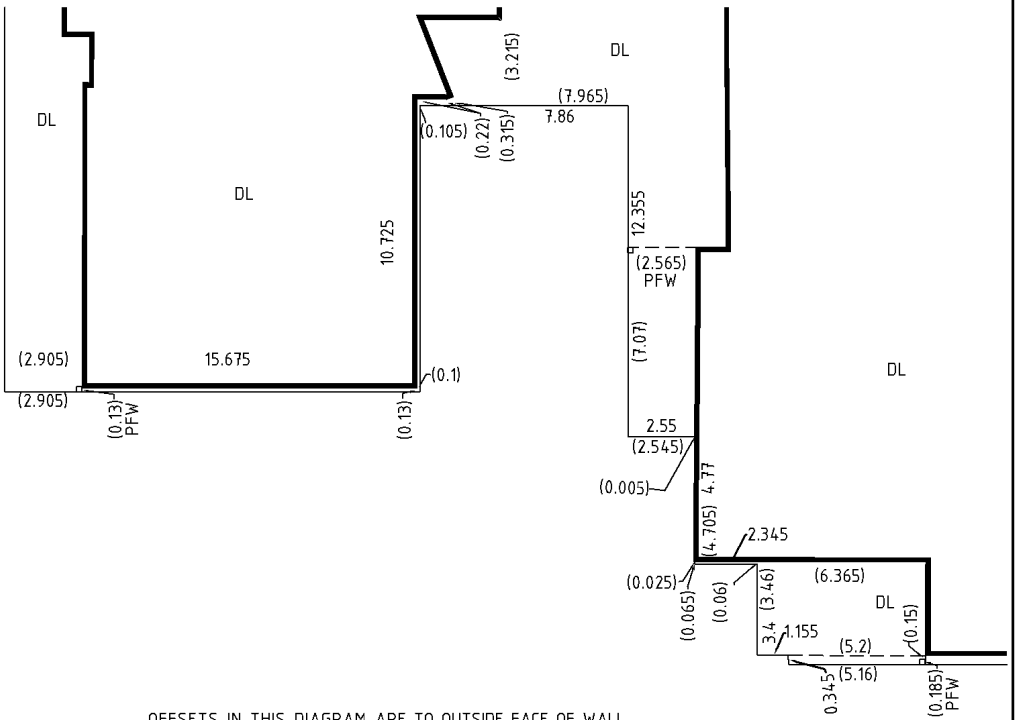


DIAGRAM 7



OFFSETS IN THIS DIAGRAM ARE TO OUTSIDE FACE OF WALL

DIAGRAM 25

SCALE 1:200

ALL OFFSETS TO STRUCTURES ARE OUTSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

BUILDING H
LEVEL 2 & ABOVE LOCATION PLAN

LEGEND

B DENOTES BALCONY
DP2 DENOTES LOT 2 IN DP1134156
DL DENOTES DEVELOPMENT LOT
PFW DENOTES PROLONGATION FACE OF WALL

FOR EASEMENTS, RESTRICTIONS AND RIGHTS OF ACCESS REFER TO DP1134156

FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered
19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:8 of 23
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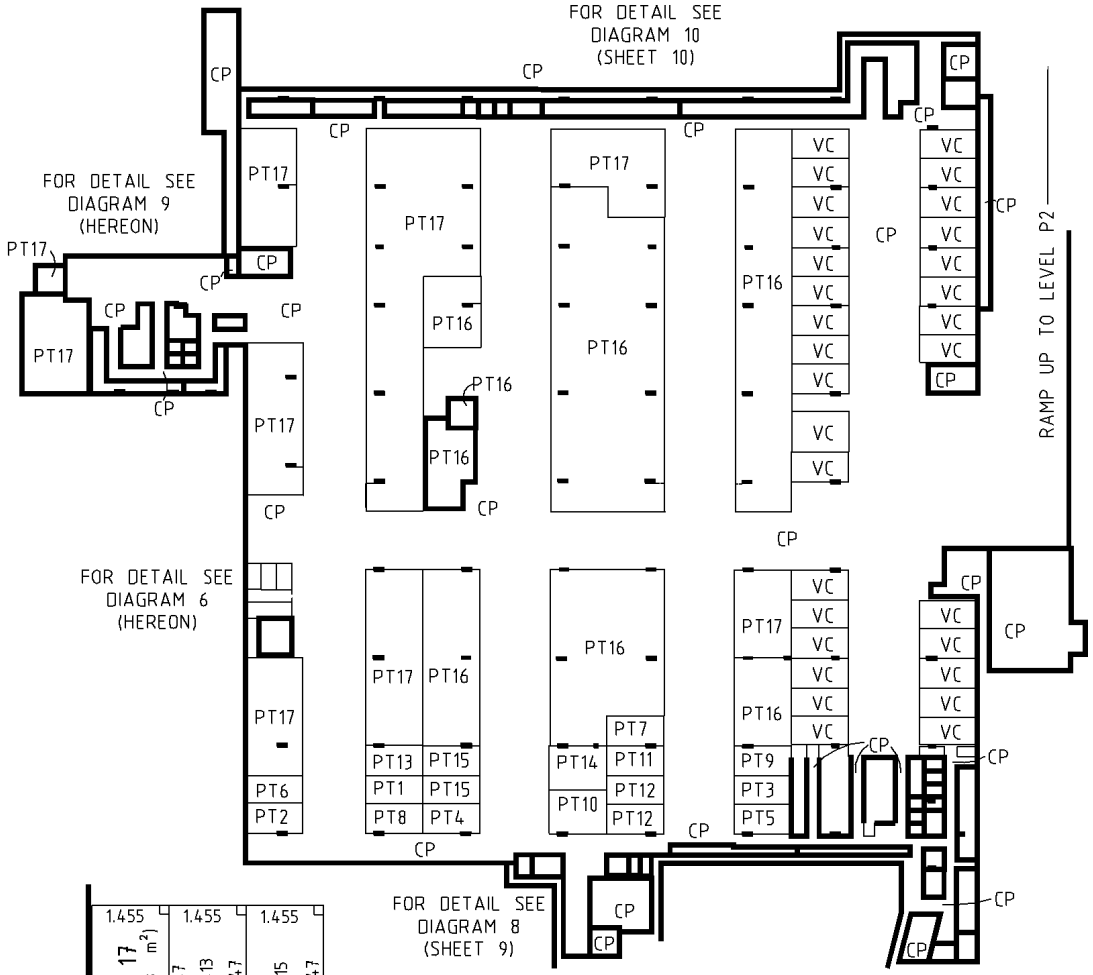

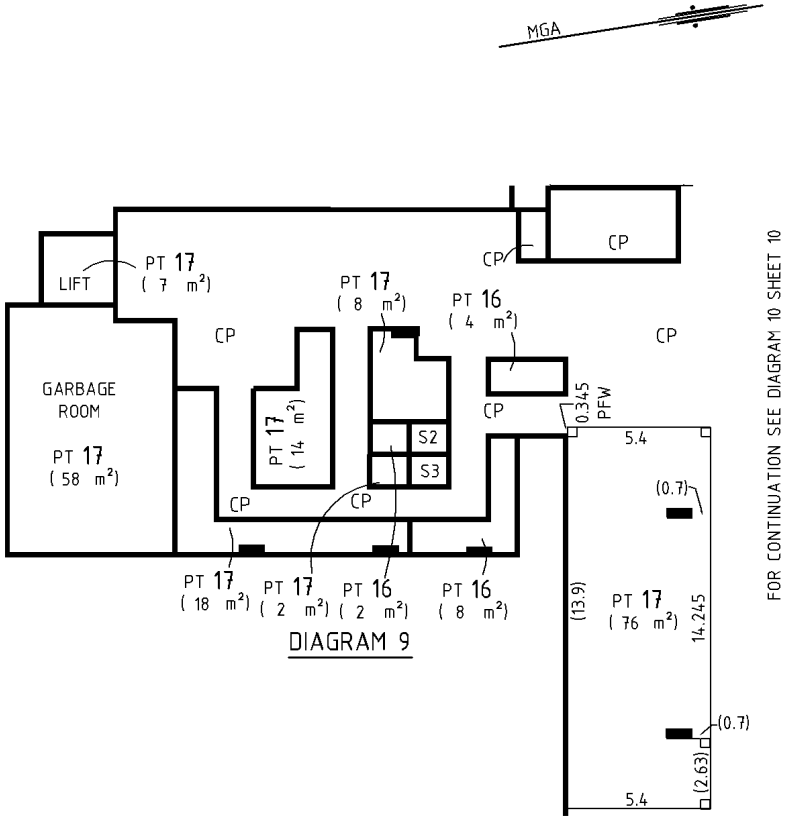

DIAGRAM 9

STORAGE ALLOCATION

S2 DENOTES PT 2 (2 m²)
S3 DENOTES PT 3 (2 m²)

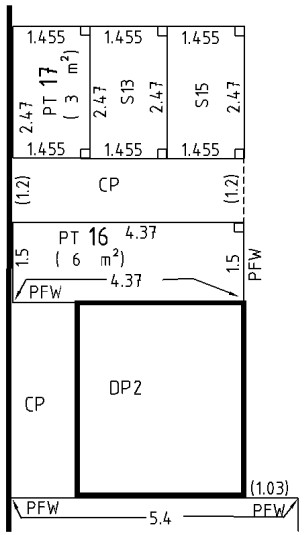

DIAGRAM 6

FOR CONTINUATION SEE DIAGRAM 10 SHEET 10

BUILDING H
BASEMENT LEVEL P1 FLOOR PLAN

STORAGE ALLOCATION

S13 DENOTES PT 13 (3 m²
S15 DENOTES PT 15 (3 m²

LEGEND

DP2 DENOTES LOT 2 IN DP1134156
CP DENOTES COMMON PROPERTY
VC DENOTES VISITORS CARSPACE (CP)
PFW DENOTES PROLONGATION FACE OF WALL

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 500	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

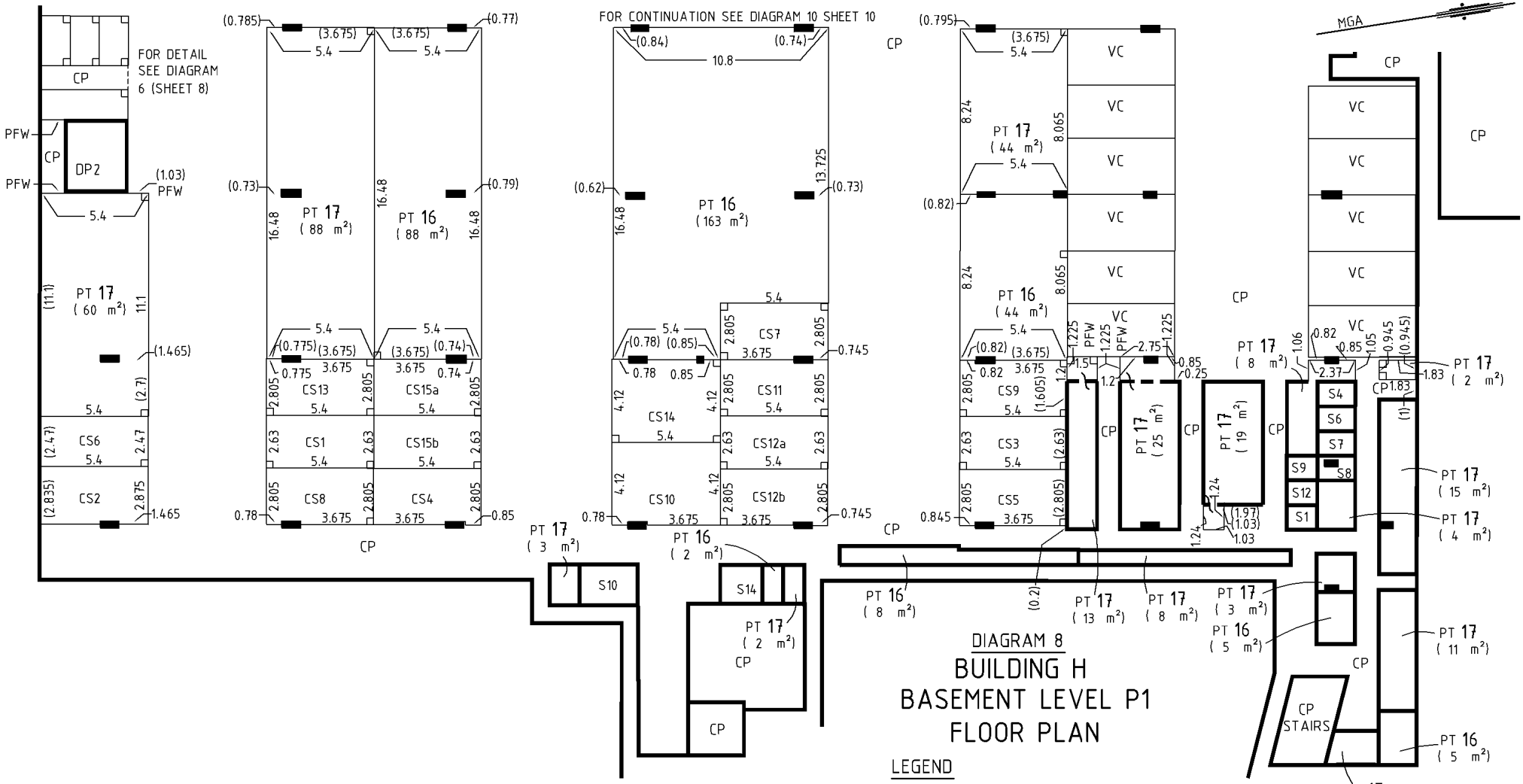

DIAGRAM 8

BUILDING H
BASEMENT LEVEL P1
FLOOR PLAN

CARSPACE ALLOCATION

CS1	DENOTES	PT 1	(14 m²)	CS10	DENOTES	PT 10	(22 m²)
CS2	DENOTES	PT 2	(15 m²)	CS11	DENOTES	PT 11	(15 m²)
CS3	DENOTES	PT 3	(14 m²)	CS12a	DENOTES	PT 12	(14 m²)
CS4	DENOTES	PT 4	(15 m²)	CS12b	DENOTES	PT 12	(15 m²)
CS5	DENOTES	PT 5	(15 m²)	CS13	DENOTES	PT 13	(15 m²)
CS6	DENOTES	PT 6	(13 m²)	CS14	DENOTES	PT 14	(22 m²)
CS7	DENOTES	PT 7	(15 m²)	CS15a	DENOTES	PT 15	(15 m²)
CS8	DENOTES	PT 8	(15 m²)	CS15b	DENOTES	PT 15	(14 m²)
CS9	DENOTES	PT 9	(15 m²)				

STORAGE ALLOCATION

S1	DENOTES	PT 1	(2 m²)
S4	DENOTES	PT 4	(2 m²)
S6	DENOTES	PT 6	(2 m²)
S7	DENOTES	PT 7	(2 m²)
S8	DENOTES	PT 8	(2 m²)
S9	DENOTES	PT 9	(2 m²)
S10	DENOTES	PT 10	(6 m²)
S12	DENOTES	PT 12	(2 m²)
S14	DENOTES	PT 14	(4 m²)

LEGEND

CS DENOTES CARSPACE
S DENTOES STORAGE
CP DENOTES COMMON PROPERTY
DP2 DENOTES LOT2 IN DP1134156
VC DENOTES VISITOR CARSPACE (CP)
PFW DENOTES PROLONGATION FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered
19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:9 of 23
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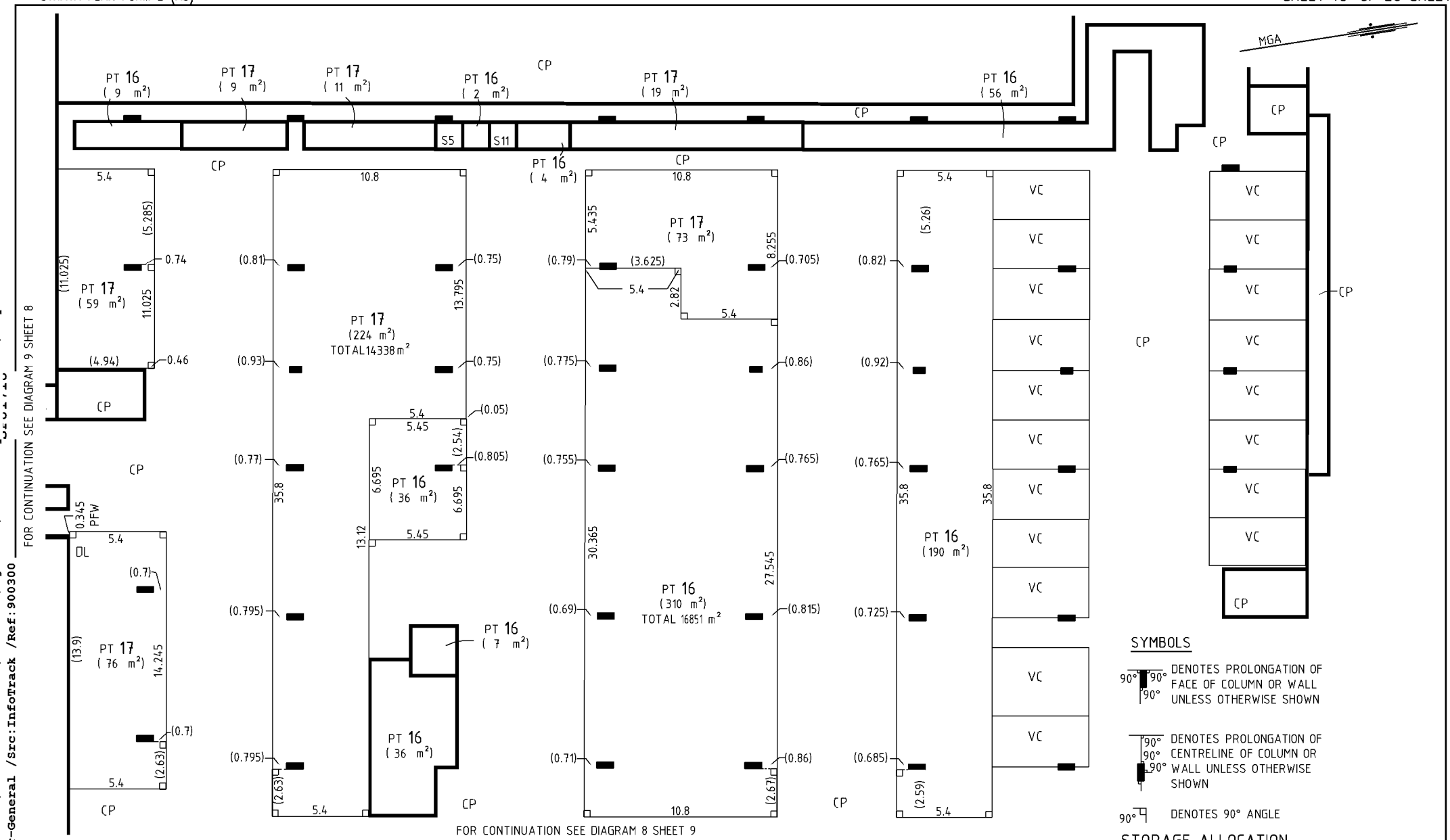

DIAGRAM 10

BUILDING H
BASEMENT LEVEL P1 FLOOR PLAN

LEGEND

S DENTOES STORAGE
CP DENOTES COMMON PROPERTY
VC DENOTES VISITORS CARSPACE (CP)
PFW DENOTES PROLONGATION FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

AREAS ARE APPROXIMATE. FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

STORAGE ALLOCATION

S5 DENOTES PT 5 (2 m²)
S11 DENOTES PT 11 (2 m²)

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered
19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:10 of 23
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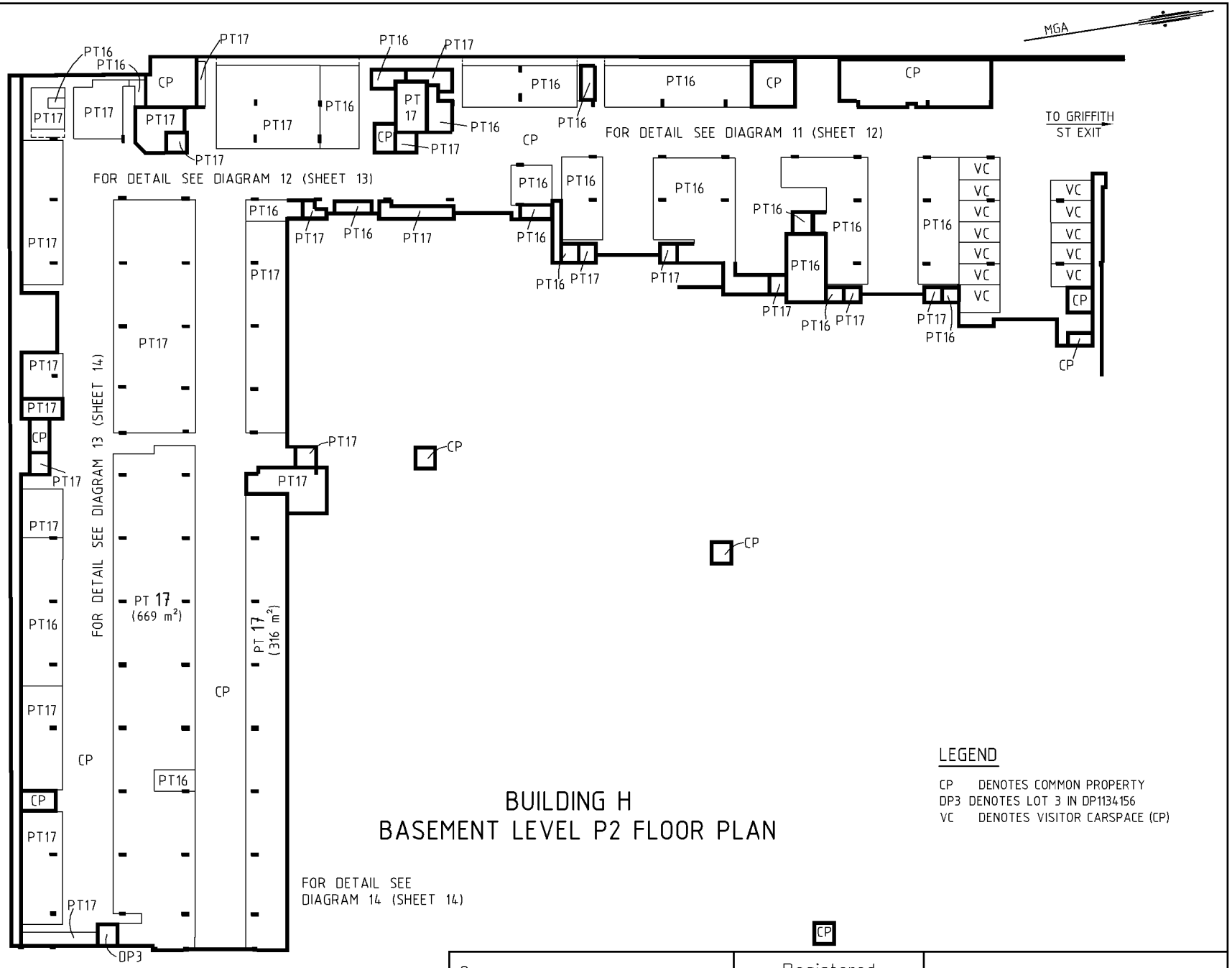

BUILDING H
BASEMENT LEVEL P2 FLOOR PLAN

LEGEND

CP DENOTES COMMON PROPERTY
DP3 DENOTES LOT 3 IN DP1134156
VC DENOTES VISITOR CARSPACE (CP)

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 500

Registered
19.10.2009

SP 81718

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:11 of 23
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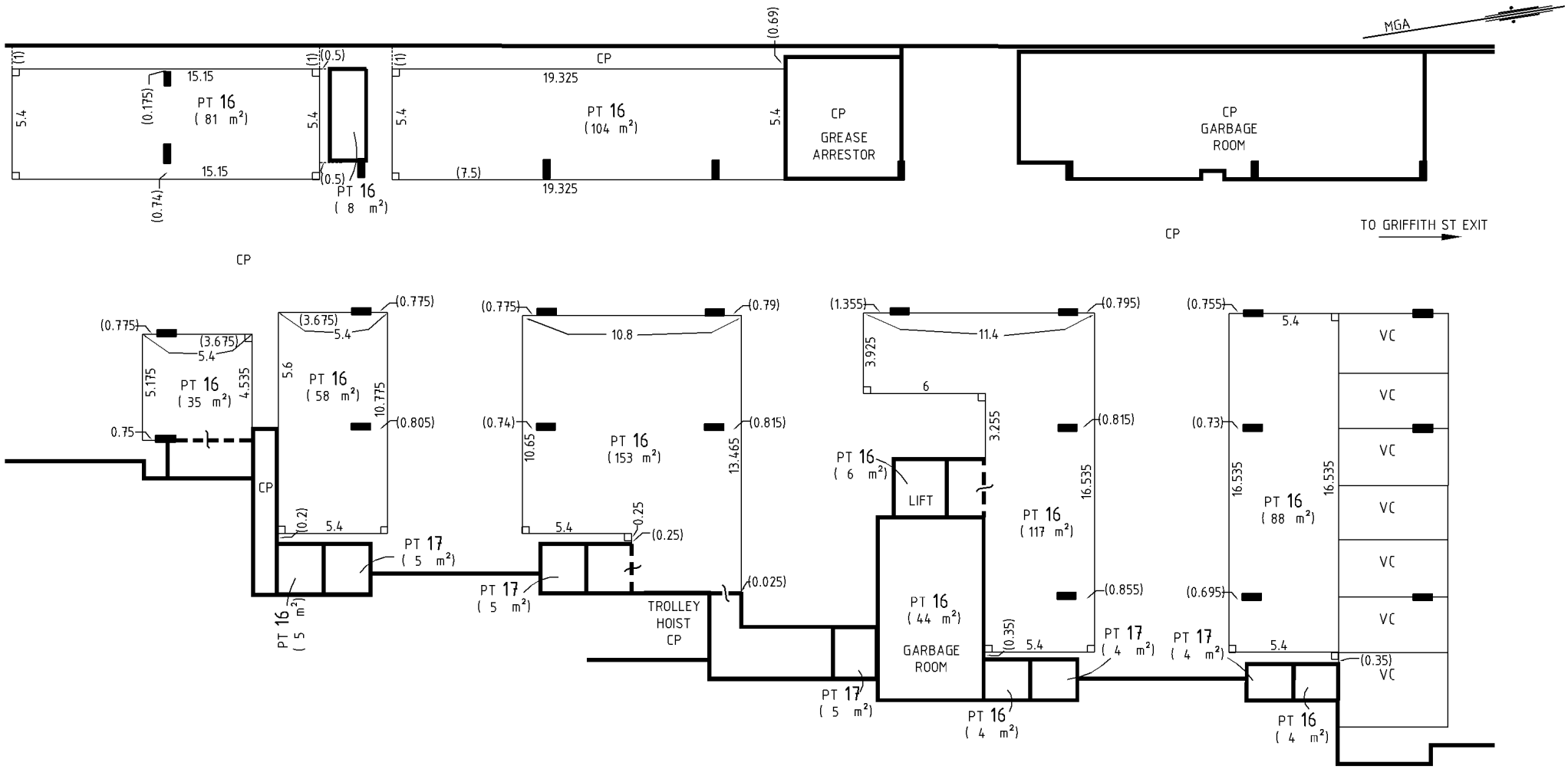

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

DIAGRAM 11

BUILDING H
BASEMENT LEVEL P2 FLOOR PLAN

LEGEND

CP DENOTES COMMON PROPERTY
VC DENOTES VISITOR CARSPACE

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered 19.10.2009

SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:12 of 23
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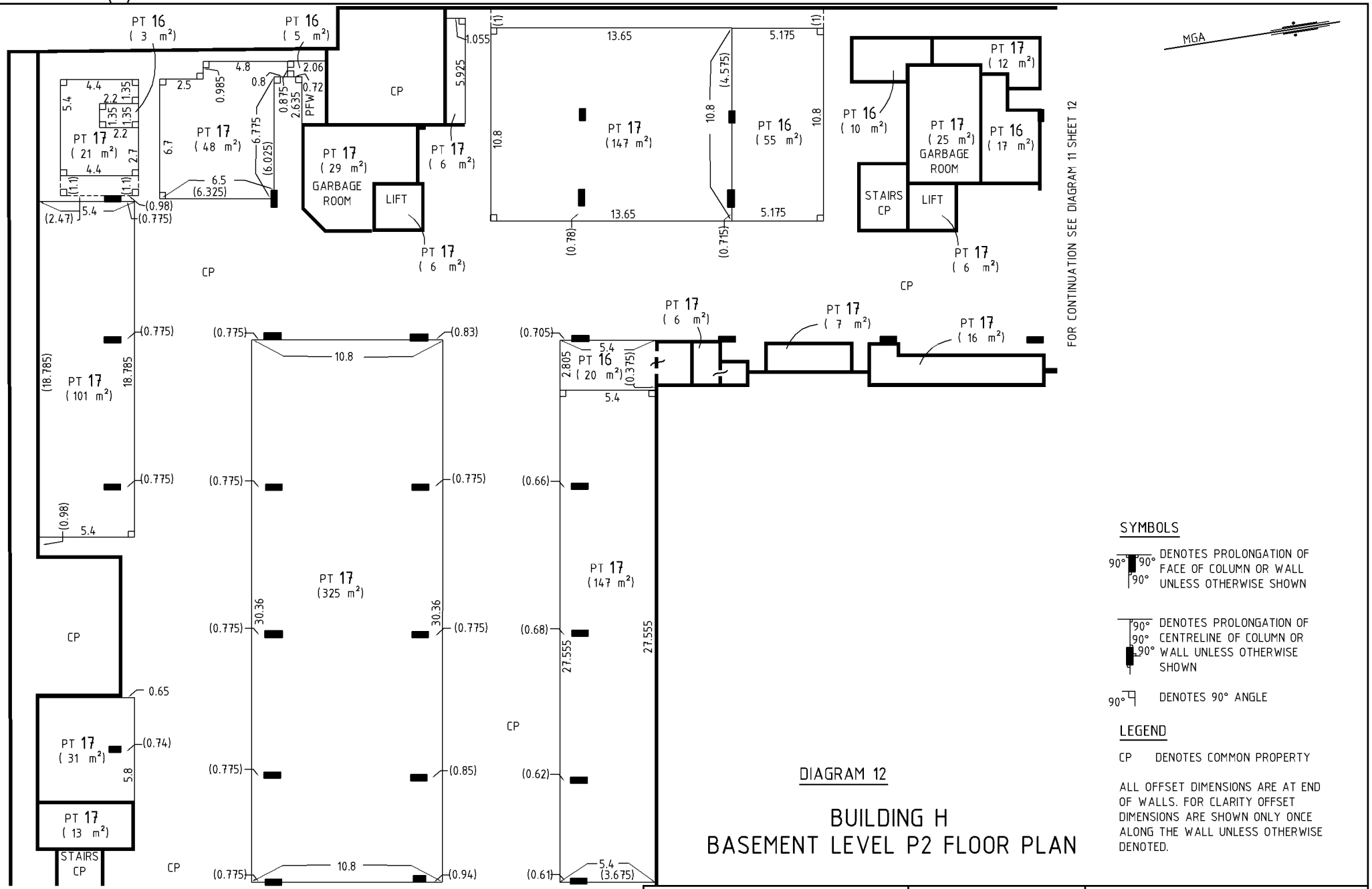

FOR CONTINUATION SEE DIAGRAM 13 SHEET 14

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

LEGEND

CP DENOTES COMMON PROPERTY

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

DIAGRAM 12

BUILDING H
BASEMENT LEVEL P2 FLOOR PLAN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered
19.10.2009

SP 81718

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:13 of 23
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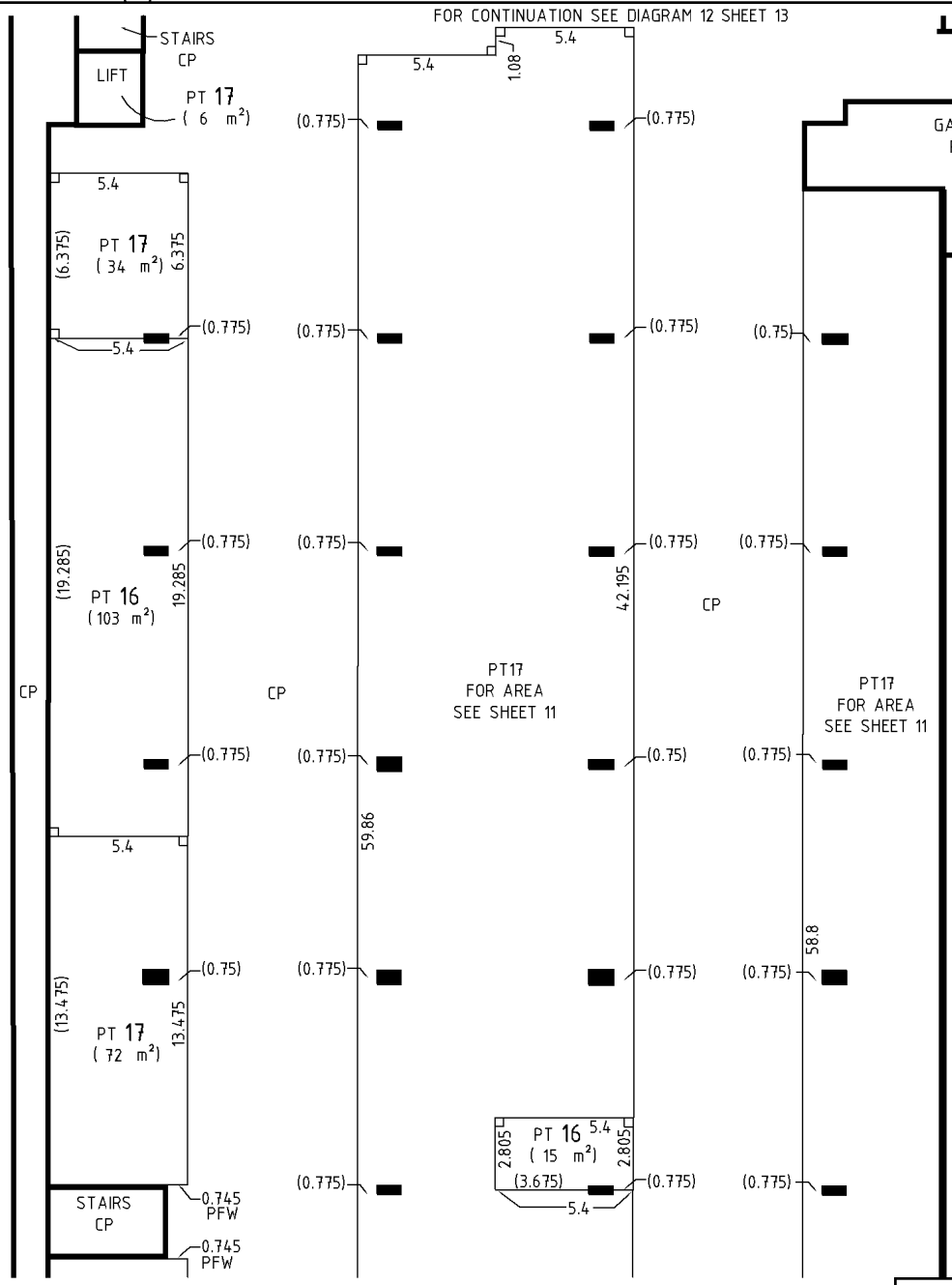
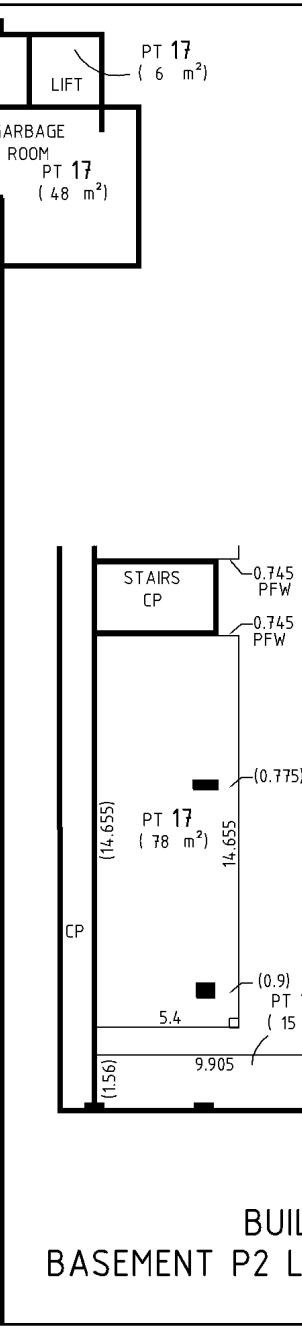


DIAGRAM 13 FOR CONTINUATION SEE DIAGRAM 14 (HEREON)



SYMBOLS

90° 90° 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° 90° 90° DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN

90° DENOTES 90° ANGLE

MGA

LEGEND

CP DENOTES COMMON PROPERTY
DP3 DENOTES LOT 3 IN DP1134156
PFW DENOTES PROLONGATION FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

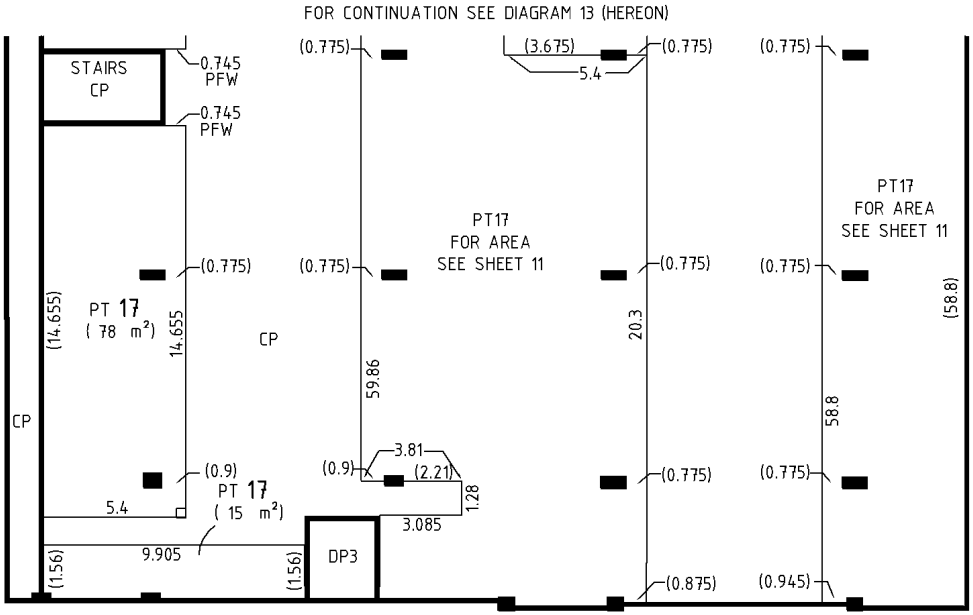


DIAGRAM 14

BUILDING H
BASEMENT P2 LEVEL FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 200	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:14 of 23
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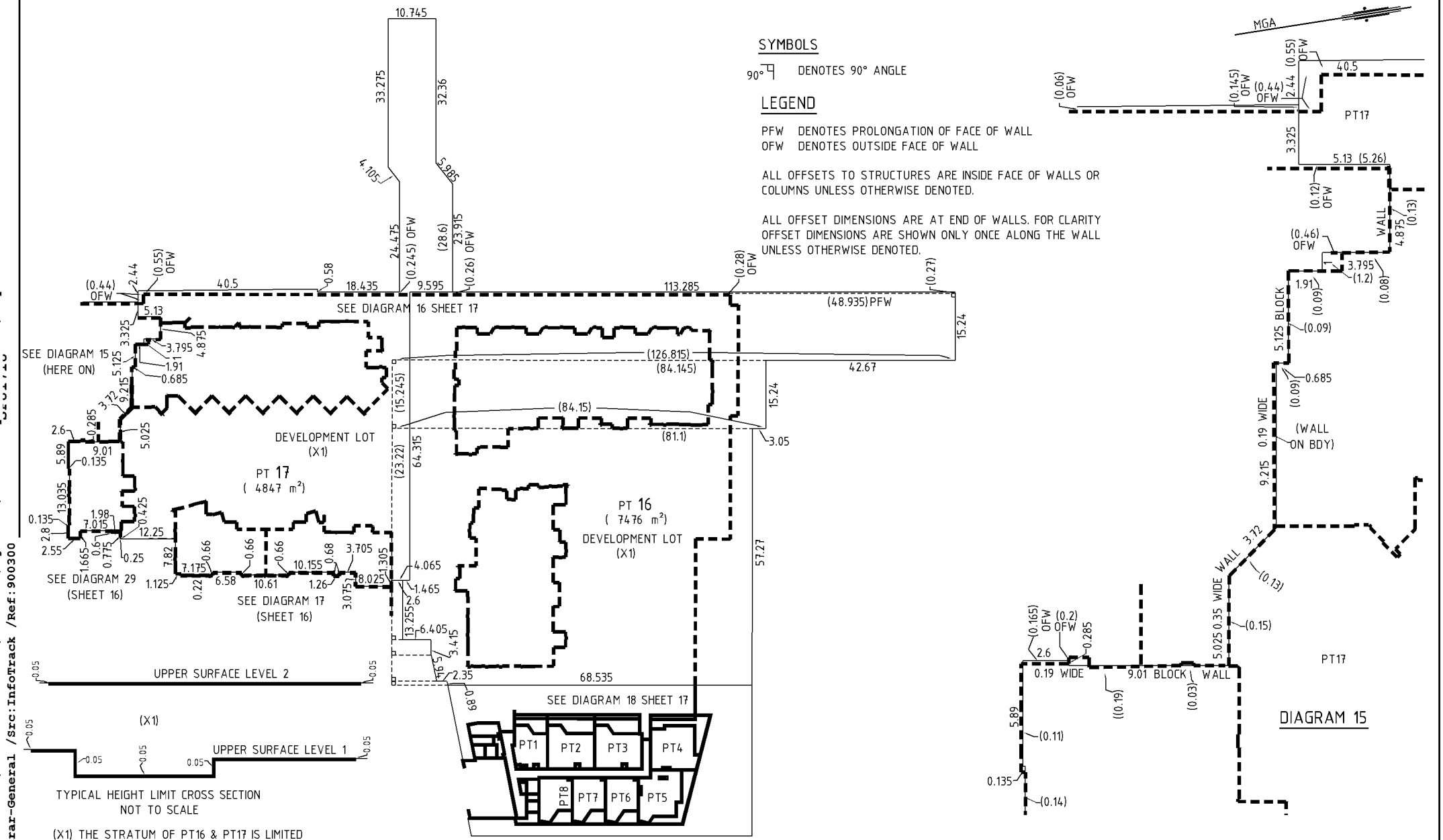

TYPICAL HEIGHT LIMIT CROSS SECTION
NOT TO SCALE

(X1) THE STRATUM OF PT16 & PT17 IS LIMITED IN DEPTH TO 50MM BELOW THE UPPER SURFACE OF THE RESPECTIVE FLOOR SLAB OF LEVEL 1 AND THE PROLONGATION OF THIS DEPTH LIMIT BEYOND THE EXTENTS OF THE FLOOR SLAB AND LIMITED IN HEIGHT TO 50MM BELOW THE UPPER SURFACE OF THE RESPECTIVE FLOOR SLAB OF LEVEL 2 AND THE PROLONGATION (SEE TYPICAL HEIGHT LIMIT CROSS SECTION)

BUILDING H
LEVEL 1 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 800	Registered 19.10.2009	SP 81718

00 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:15 of 23
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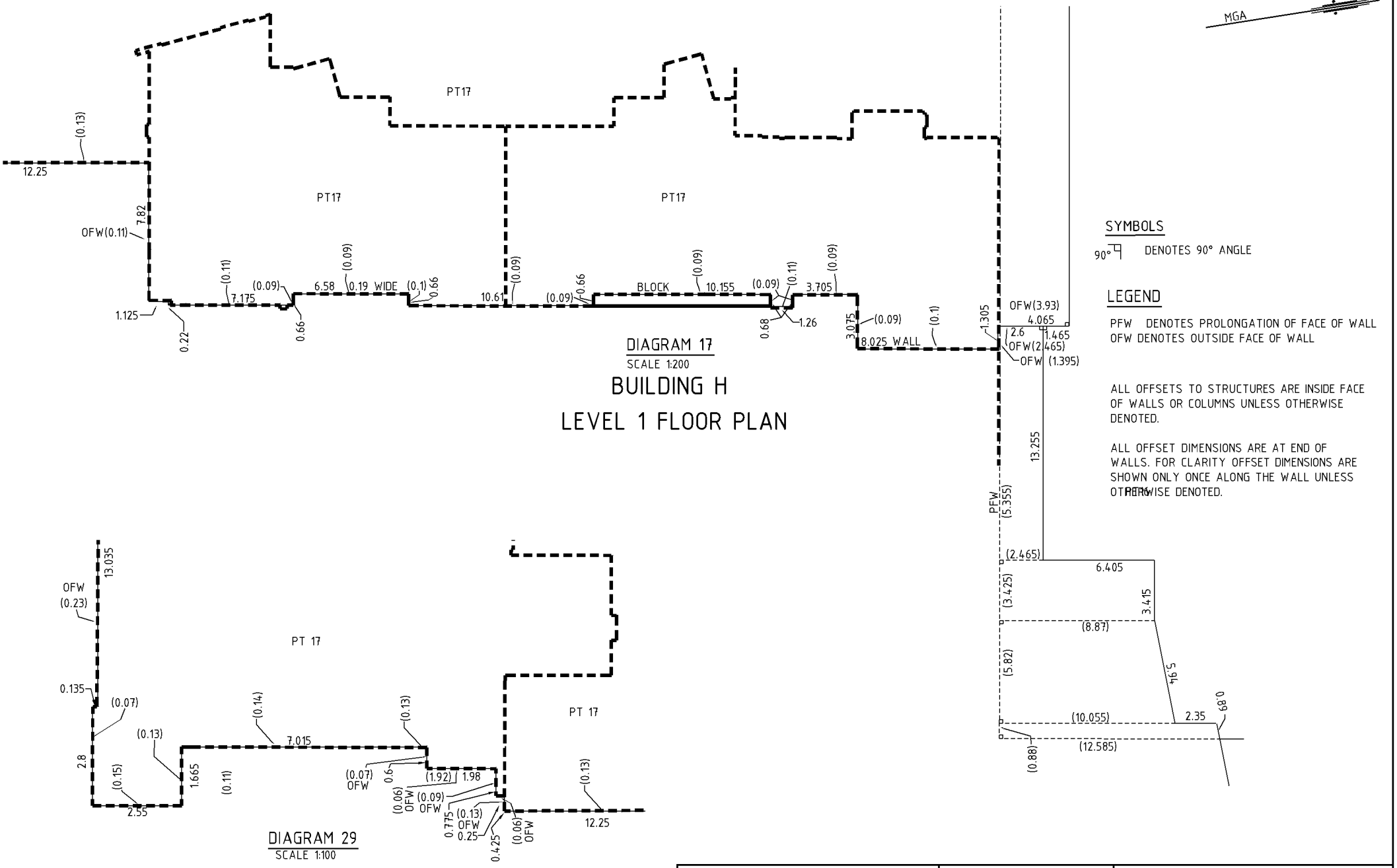

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 200	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:16 of 23
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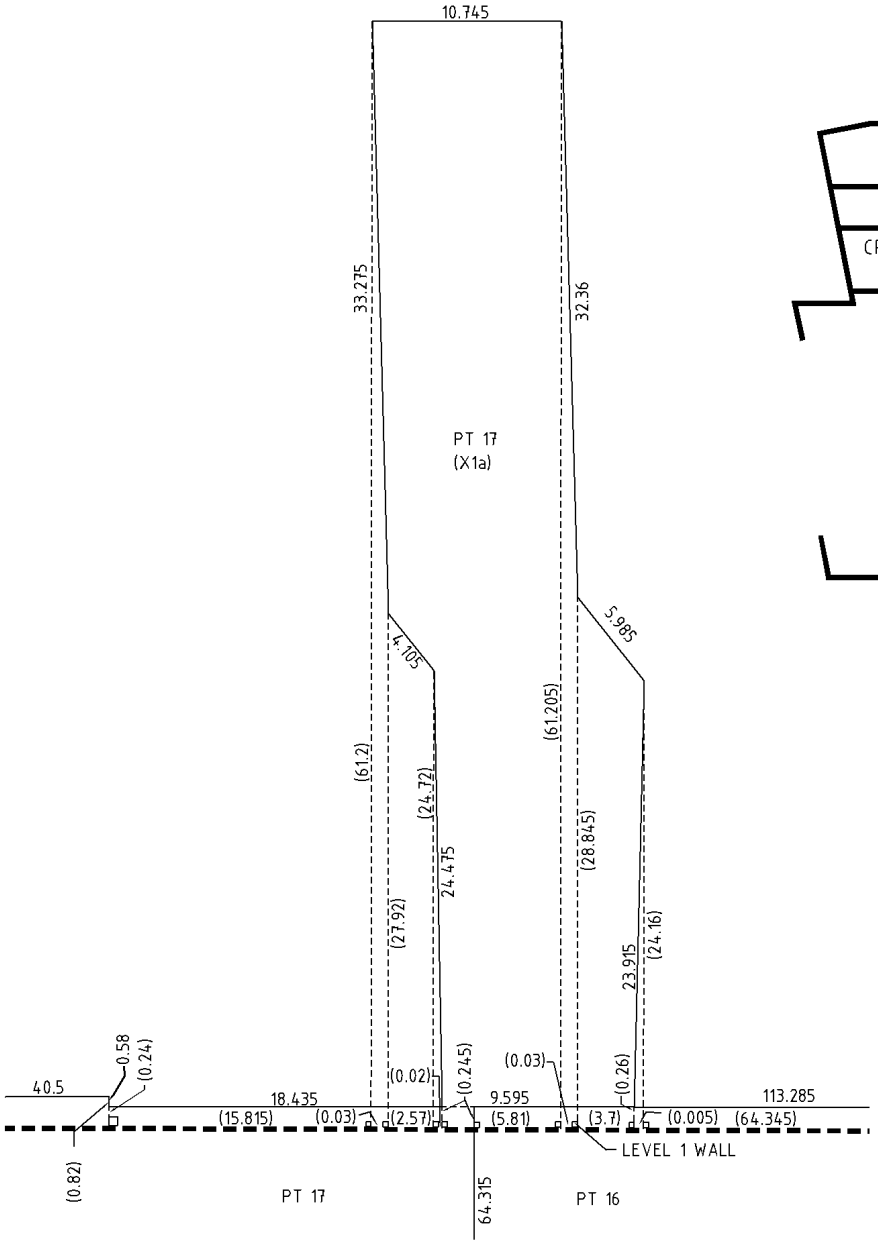


DIAGRAM 16

LEVELS 1 & 2 NOT TO SCALE

OFFSETS IN THIS DIAGRAM ARE TO OUTSIDE FACE OF WALL

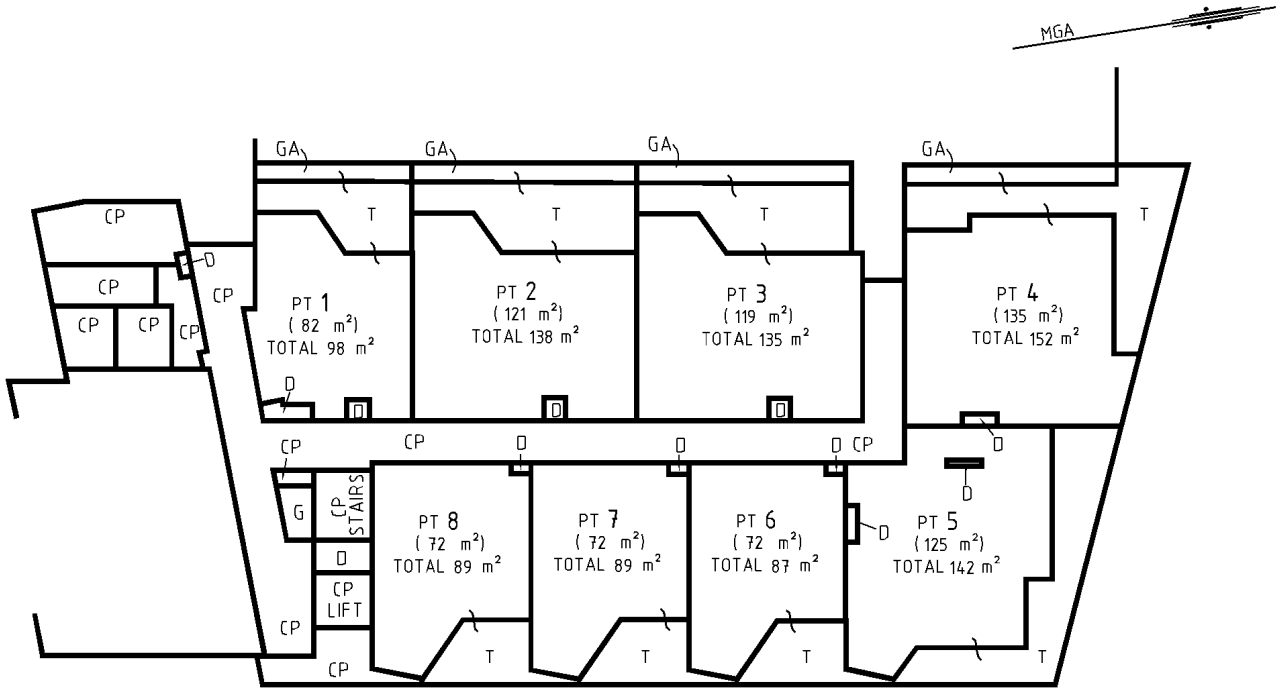


DIAGRAM 18

BUILDING H
LEVEL 1 FLOOR PLAN

LEGEND

T DENOTES TERRACE
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (COMMON PROPERTY)
G DENOTES GARBAGE (COMMON PROPERTY)
GA DENOTES GARDEN

SYMBOLS

90° DENOTES 90° ANGLE

THE STRATUM OF THE TERRACE / GARDEN IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE AND LIMITED IN DEPTH TO 0.5 METRES BELOW THE UPPER SURFACE OF THEIR RESPECTIVE TILED / TERRACED FLOOR SURFACE EXCEPT WHERE COVERED OR LIMITED BY THE STRUCTURE OR WATER PROOFING BELOW.

THE SKYLIGHTS ARE COMMON PROPERTY

(X1a) THE STRATUM OF PT17 IS LIMITED IN DEPTH TO 2M BELOW THE UPPER SURFACE OF THE RESPECTIVE FLOOR SLAB OF LEVEL 1 AND LIMITED IN HEIGHT TO 50MM BELOW THE UPPER SURFACE OF THE RESPECTIVE FLOOR SLAB OF LEVEL 2

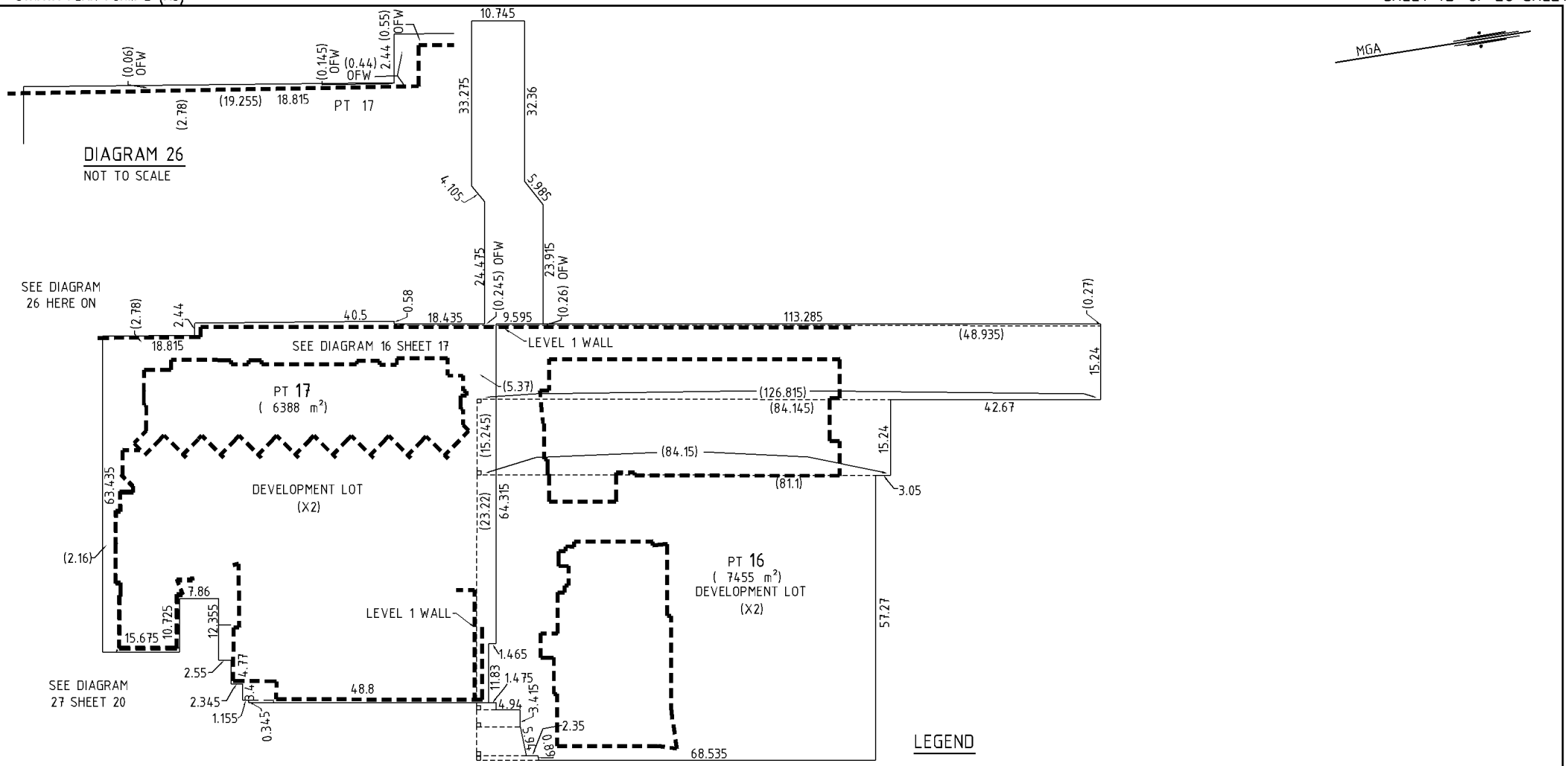
AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

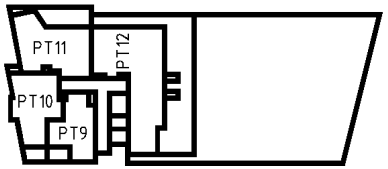
Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 250	Registered 19.10.2009	SP81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009





BUILDING H
LEVEL 2 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

LEGEND

PFW DENOTES PROLONGATION OF FACE OF WALL
OFW DENOTES OUTSIDE OF FACE OF WALL

SYMBOLS

90° DENOTES 90° ANGLE

ALL OFFSETS TO STRUCTURES ARE INSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.
(X2) THE STRATUM OF PT16 & PT17 IS LIMITED IN DEPTH TO 50MM BELOW THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SLAB OF LEVEL 2 AND 150m ABOVE THIS FLOOR

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 800

Registered
19.10.2009

SP 81718

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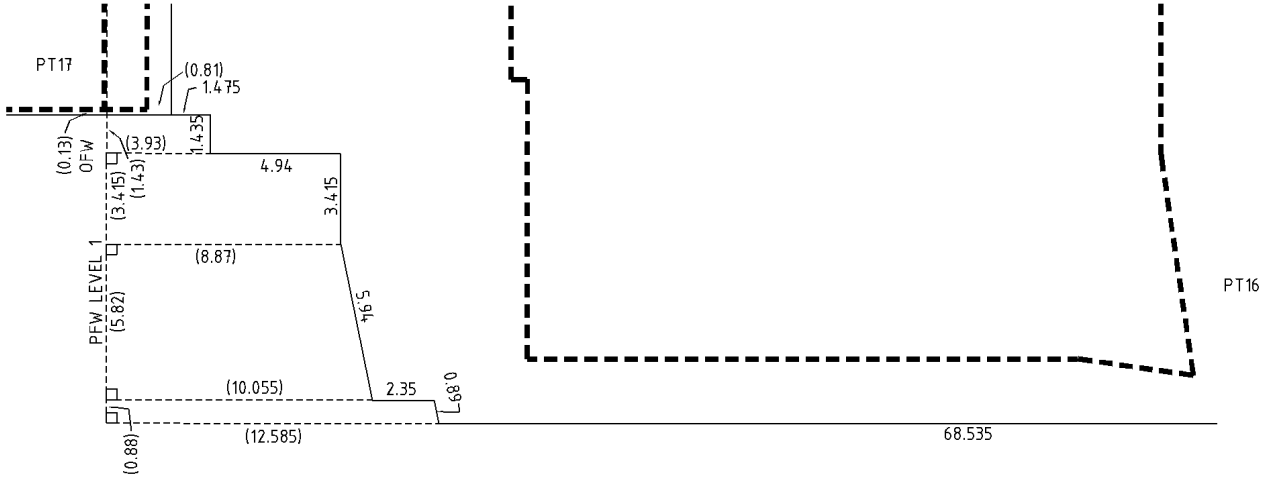

MGA

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (COMMON PROPERTY)
G DENOTES GARBAGE (COMMON PROPERTY)
PFW DENOTES PROLONGATION FACE OF WALL
OFW DENOTES OUTSIDE FACE OF WALL

ALL OFFSETS TO STRUCTURES ARE OUTSIDE FACE OF WALLS OR COLUMNS UNLESS OTHERWISE DENOTED.

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

LOUVERS AND ASSOCIATED STRUCTURES ARE COMMON PROPERTY

SYMBOLS

90° DENOTES 90° ANGLE

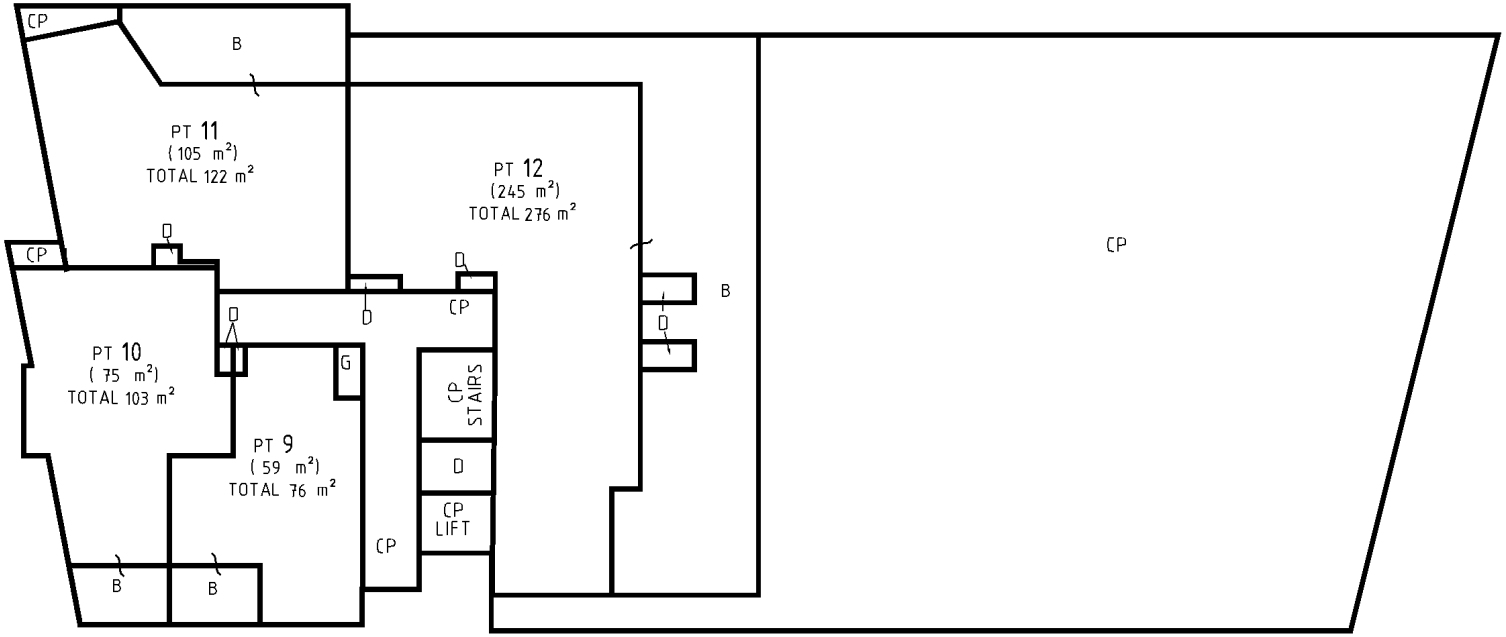

DIAGRAM 20

BUILDING H
LEVEL 2 FLOOR PLAN

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL
Surveyor's Ref : 2220SPRH
Subdivision No : 2009/0087
Lengths are in metres. Reduction Ratio 1 : 200

Registered
19.10.2009

SP 81718

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:19 of 23
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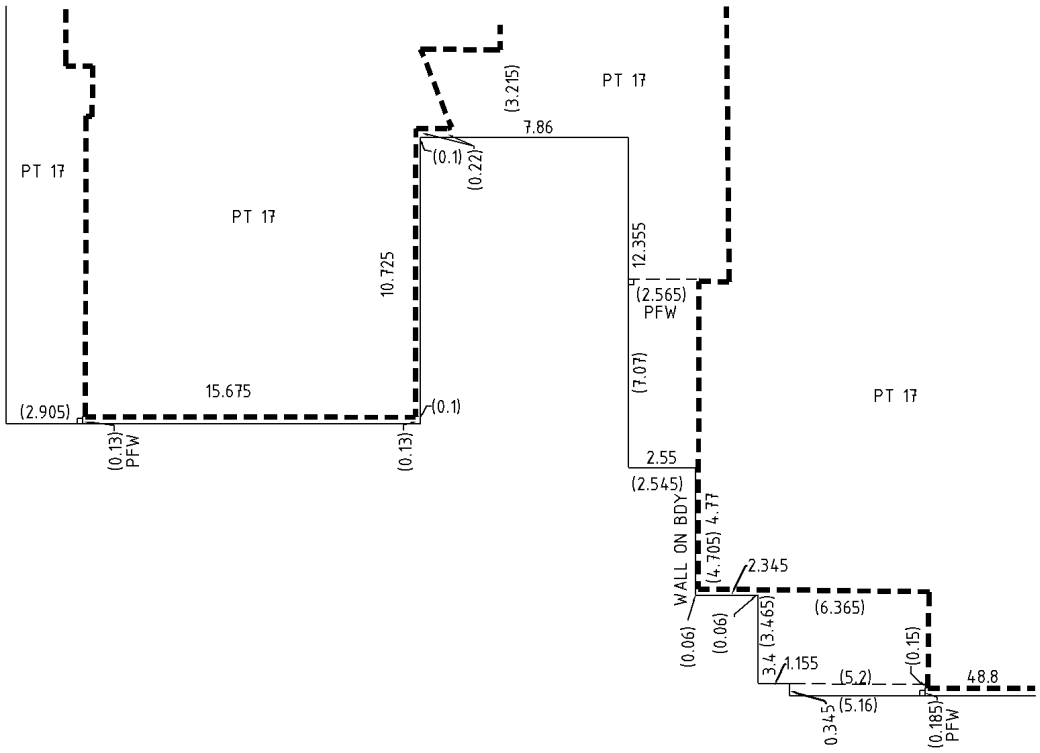
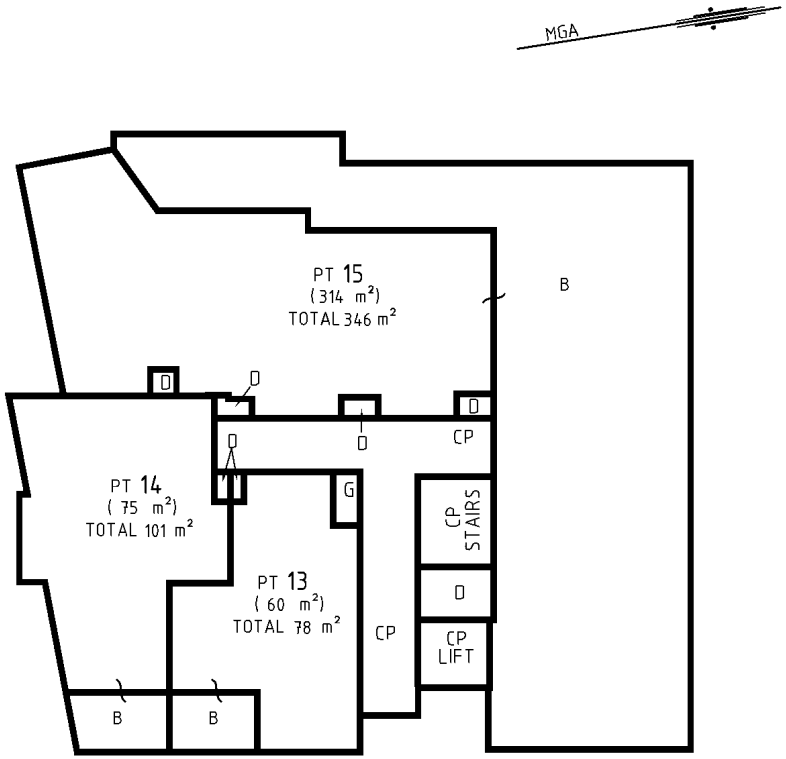


OFFSETS IN THIS DIAGRAM ARE TO OUTSIDE FACE OF WALL

DIAGRAM 27

SCALE 1:200



BUILDING H
LEVEL 3 FLOOR PLAN

THE STRATUM OF THE BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

THE PERGOLA / LOUVERS AND ASSOCIATED STRUCTURES ARE COMMON PROPERTY

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
D DENOTES DUCTING (COMMON PROPERTY)
G DENOTES GARBAGE (COMMON PROPERTY)
PFW DENOTES PROLONGATION FACE OF WALL

ALL OFFSET DIMENSIONS ARE AT END OF WALLS. FOR CLARITY OFFSET DIMENSIONS ARE SHOWN ONLY ONCE ALONG THE WALL UNLESS OTHERWISE DENOTED.

AREAS ARE APPROXIMATE.
FOR LEGIBILITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

Surveyor : ANTHONY GUY MITCHELL Surveyor's Ref : 2220SPRH Subdivision No : 2009/0087 Lengths are in metres. Reduction Ratio 1 : 200	Registered 19.10.2009	SP 81718

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

SURVEYOR'S REFERENCE: 2220SPRH

ISSUED: 14 Oct, 2009

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:20 of 23
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STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

The Owners - Strata Plan No 81718

"HARTHILL" BUILDING H
No. 197-215 CONDAMINE STREET
BALGOWLAH 2093

SP81718

Registered: 19.10.2009

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1 IN DP1134156

*~~Residential Model By-laws adopted for this scheme~~
*Schedule of By-laws in 23 sheets filed with plan
*Strike out whichever is inapplicable

LGA: MANLY
Suburb/Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Strata Certificate

(1) *~~The Council of~~

.....

*The Accredited Certifier GARRY RYAN
Accreditation No. BPB0565
has made the required inspections and is satisfied that the requirements of;
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
*~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes(Leasehold Development) Regulation 2007~~, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.
*~~(4) The building encroaches on a public place and;~~
*(a) The Council does not object to the encroachment of the building beyond the alignment of

.....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
*(5) This approval is given on the condition that lot(s).....
are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata ~~Schemes (Leasehold Development) Act 1986.~~

Date 18/9/09

Subdivision No. 2009/0087

Relevant Development Consent No. 385/08

issued by L & EC of NSW

Garry Ryan

~~Authorised Person /General Manager~~/Accredited Certifier
* Strike through if inapplicable.

Surveyor's Certificate

I. ANTHONY GUY MITCHELL

Of Stratasurv PO Box 305 FIVE DOCK NSW 2046

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of 'Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or 'Schedule 1A ~~to the Strata Schemes (Leasehold Development) Act 1986~~ has been met:

(2) ~~*(a) the building encroaches on a public place;~~
~~*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~

~~*has been created by registered + ...~~
~~*is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: .....

Date: 23/7/09

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 2220SPRH

Req:R177688 /Doc:SP 0081718 P /Rev:19-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:22 of 23
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STRATA PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 1 IN DP1134156

SP81718

Registered: 19.10.2009

*OFFICE USE ONLY

Strata Certificate Details: Subdivision No: 2009/0087 Date: 18/09/2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT
1	24
2	38
3	41
4	43
5	42
6	25
7	25
8	26
9	24
10	27
11	39
12	76
13	25
14	28
15	72
16	3873
17	5572
TOTAL	10000

THIS IS STAGE 1 OF 3 STAGE DEVELOPMENT.

Warning Statement regarding the initial Schedule of Unit Untitlements

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

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

(if insufficient space use additional annexure sheet)

THIS PLAN CONTAINS A STRATA MANAGEMENT STATEMENT OF 121 SHEETS

THIS PLAN CONTAINS A DEVELOPMENT CONTRACT OF 39 SHEETS

SURVEYOR'S REFERENCE: 2220SPRH

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DEPOSITED PLAN ADMINISTRATIVE SHEET

PLAN OF SUBDIVISION OF LOT 1 IN DP1134156

SP81718

*OFFICE USE ONLY

Registered: 19.10.2009

Subdivision Certificate No: 2009/0087

Date of Endorsement: 18/09/2009

~~SIGNED by STOCKLAND DEVELOPMENT PTY LIMITED (ACN:000064835) by its Attorney.~~
Pursuant to Power of Attorney dated registered Book who states that no revocation of the power of attorney has been received in the presence of:

..... Attorney	..... Attorney
..... Print Name	..... Print Name
..... Witness	..... Witness
..... Print Name	..... Print Name
..... Occupation and address of witness	..... Occupation and address of witness
..... Date	..... Date

EXECUTION:

Executed for and on behalf of Stockland Development Pty Limited ACN 000 064 835 by its duly authorised attorney under Power of Attorney registered in Book 4541 No. 455 who declares that he has no notification of revocation of the said Power of Attorney in the presence of:

Book 4572 No. 11

Barry John Mann

Signature of Witness

Anna Potts

Name of Witness

133 Castlereagh Street, Sydney

Address of Witness

SURVEYOR'S REFERENCE: 2220SPRH

Req:R177690 /Doc:DP 1134156 P /Rev:13-Oct-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 16 DP1134156
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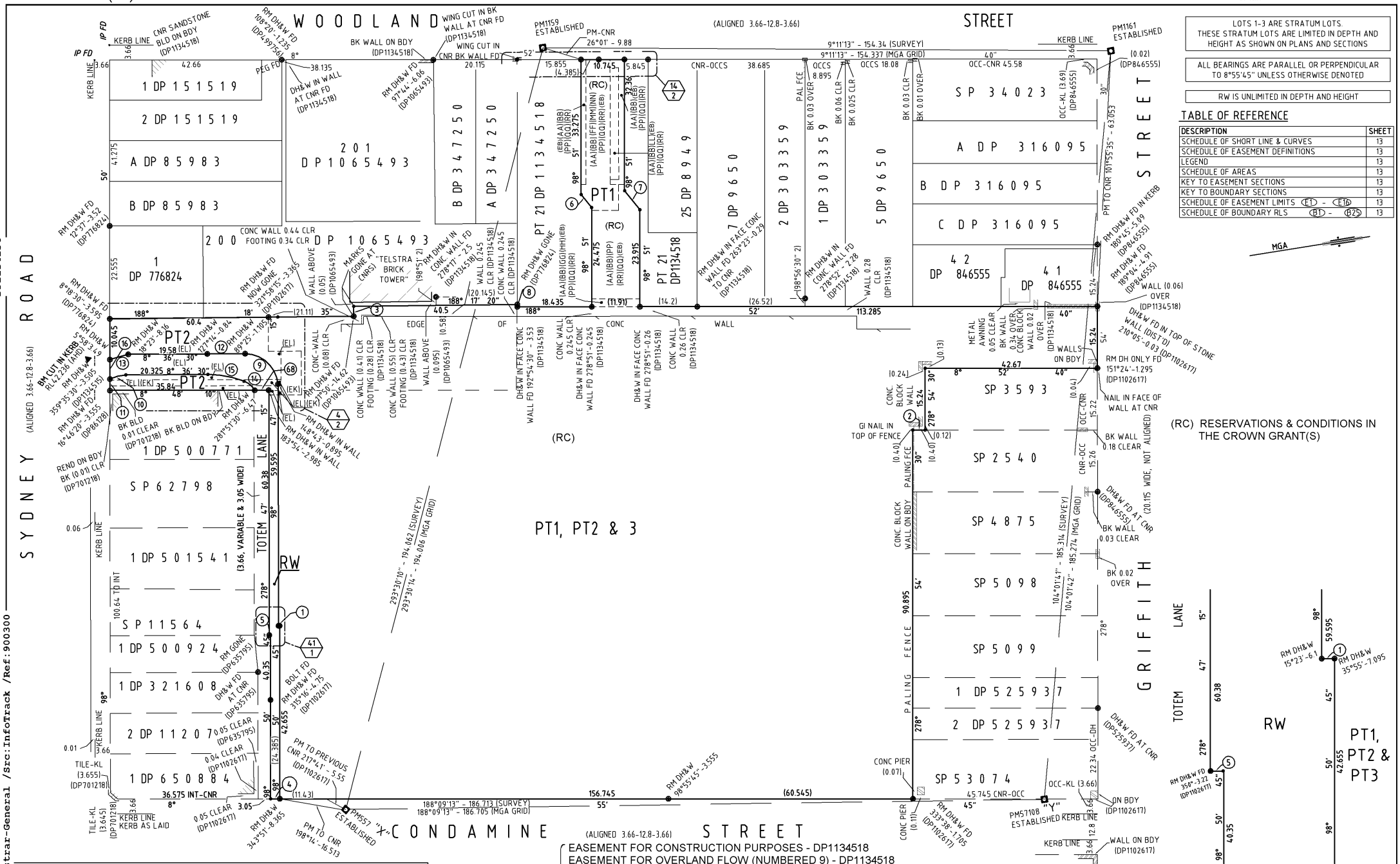

LOTS 1-3 ARE STRATUM LOTS. THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

CLAUSE 35 (1) (b) AND CLAUSE 61 (2) OF SURVEYING REGULATION 2006

MARK	MGA EASTING	MGA NORTHING	ORDER	CLASS	HEIGHT	CLASS	METHOD	ORIGIN
PM 1161	339 217.788	6 259 583.407	2	B	32.211	LB	SCIMS	SCIMS
PM5710B	339 397.521	6 259 538.500	2	B	26	LB	SCIMS	SCIMS
PM557	339 371.043	6 259 353.698	2	B	40.210	LB	SCIMS	SCIMS
PM1159	339 193.149	6 259 431.063	2	B	44.321	LB	SCIMS	SCIMS

COMBINED SCALE FACTOR 0.999913 ZONE 56

M.G.A CO-ORDINATES ADOPTED FROM S.C.I.M.S AS AT 21 JULY 2008

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 18 AUG 2008
Surveyor's Ref : 2220ST01

PLAN OF
SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518

LGA: MANLY
Locality : BALGOWLAH
Subdivision No: 4483/S
Lengths are in metres. Reduction Ratio 1: 600

Registered 13-10-2009

DP1134156

LOTS 1-3 ARE STRATUM LOTS.
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

LEVELS P1 & BELOW LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOTS SHOWN ON LEVEL P2 (SHEET 3)

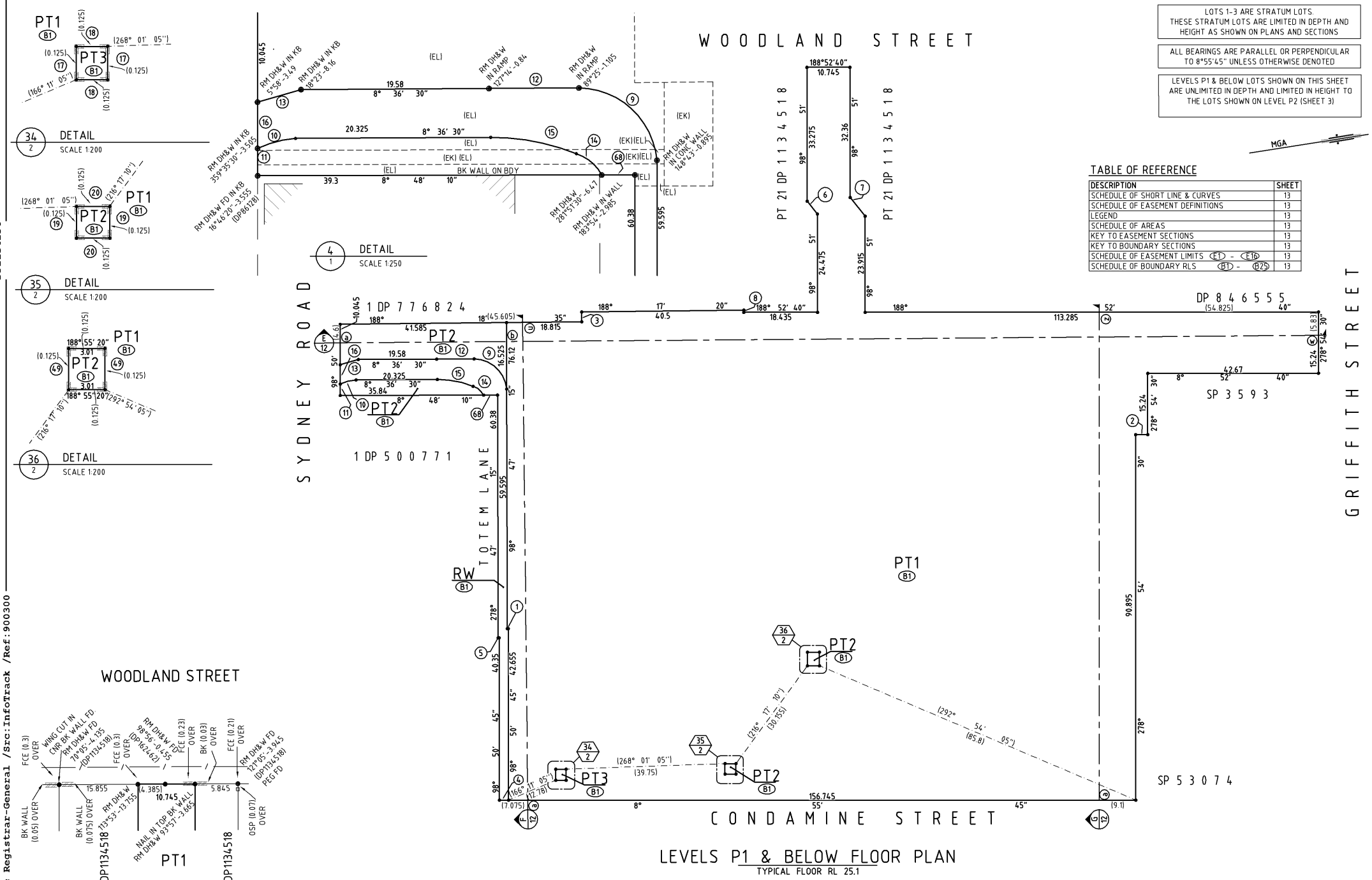

TABLE OF REFERENCE

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SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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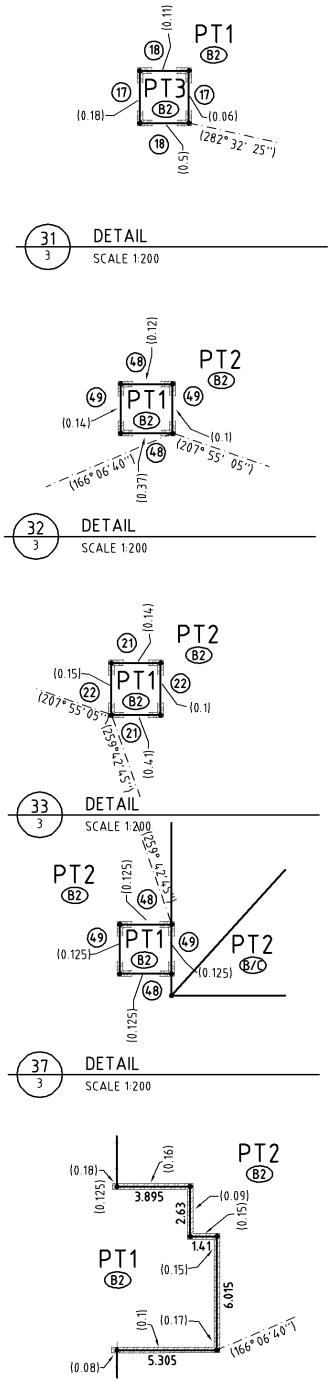

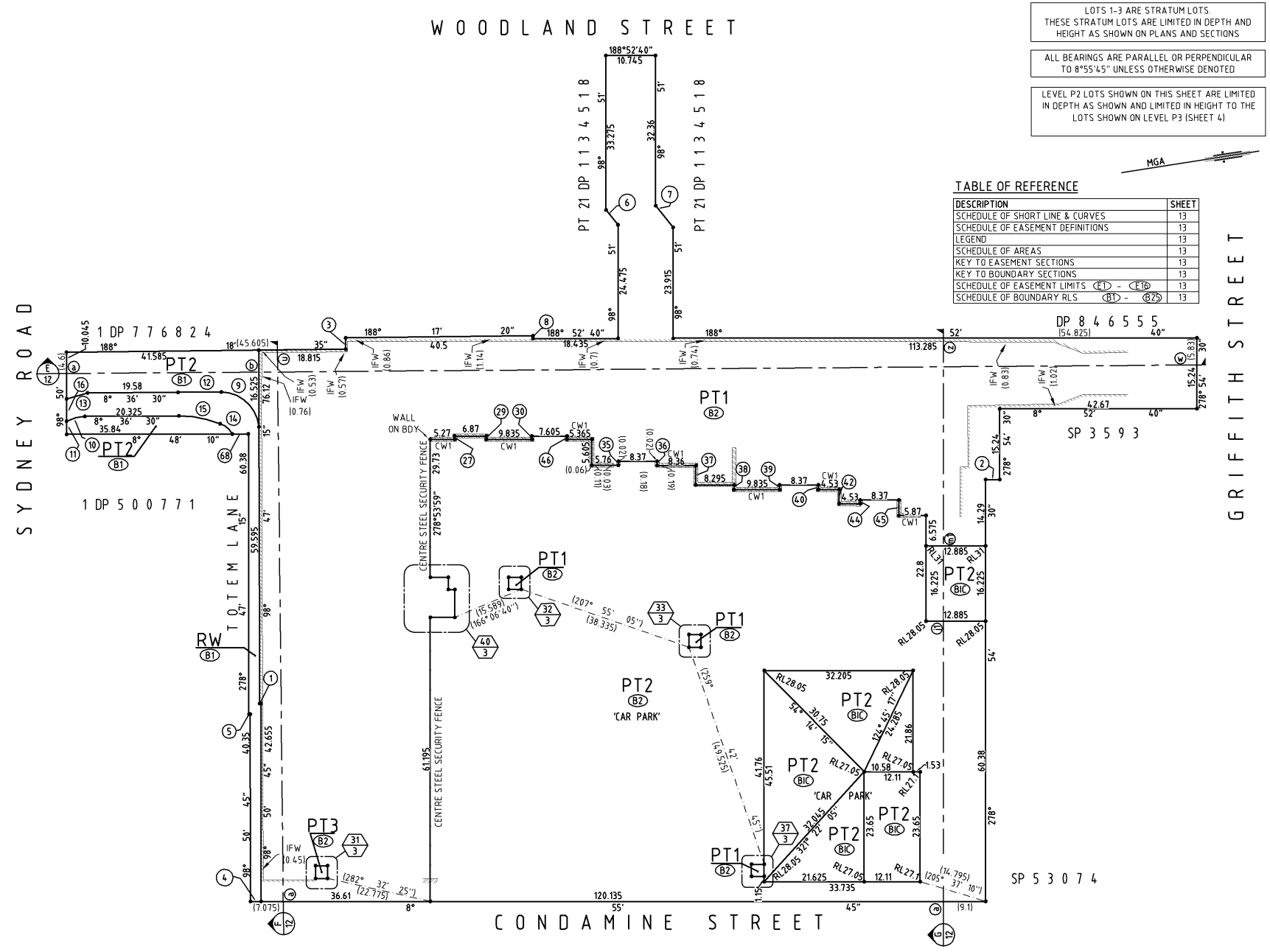

LOTS 1-3 ARE STRATUM LOTS. THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

LEVEL P2 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE LOTS SHOWN ON LEVEL P3 (SHEET 4)

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

LEVEL P2 FLOOR PLAN

TYPICAL FLOOR RL 28.2

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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LOTS 1-3 ARE STRATUM LOTS.
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

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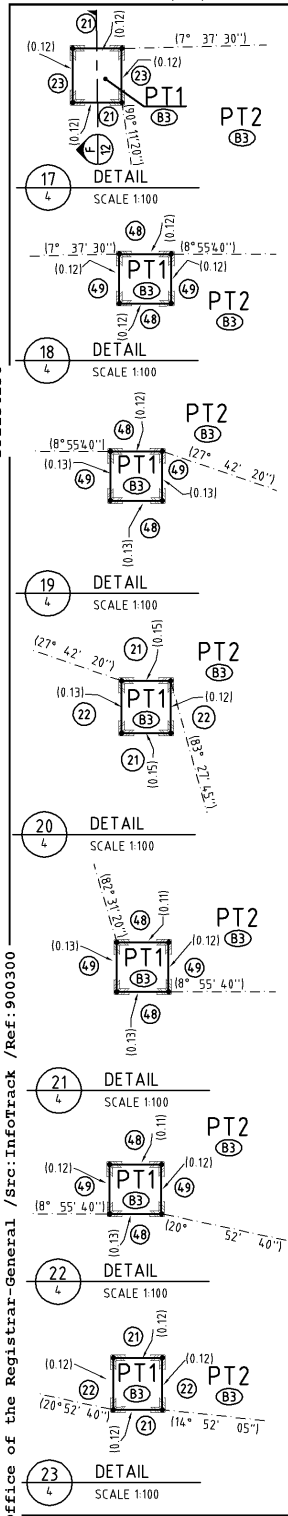
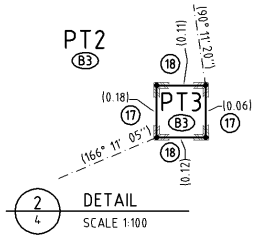
LEVEL P3 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE LOTS SHOWN ON LEVEL R1 (SHEET 5)

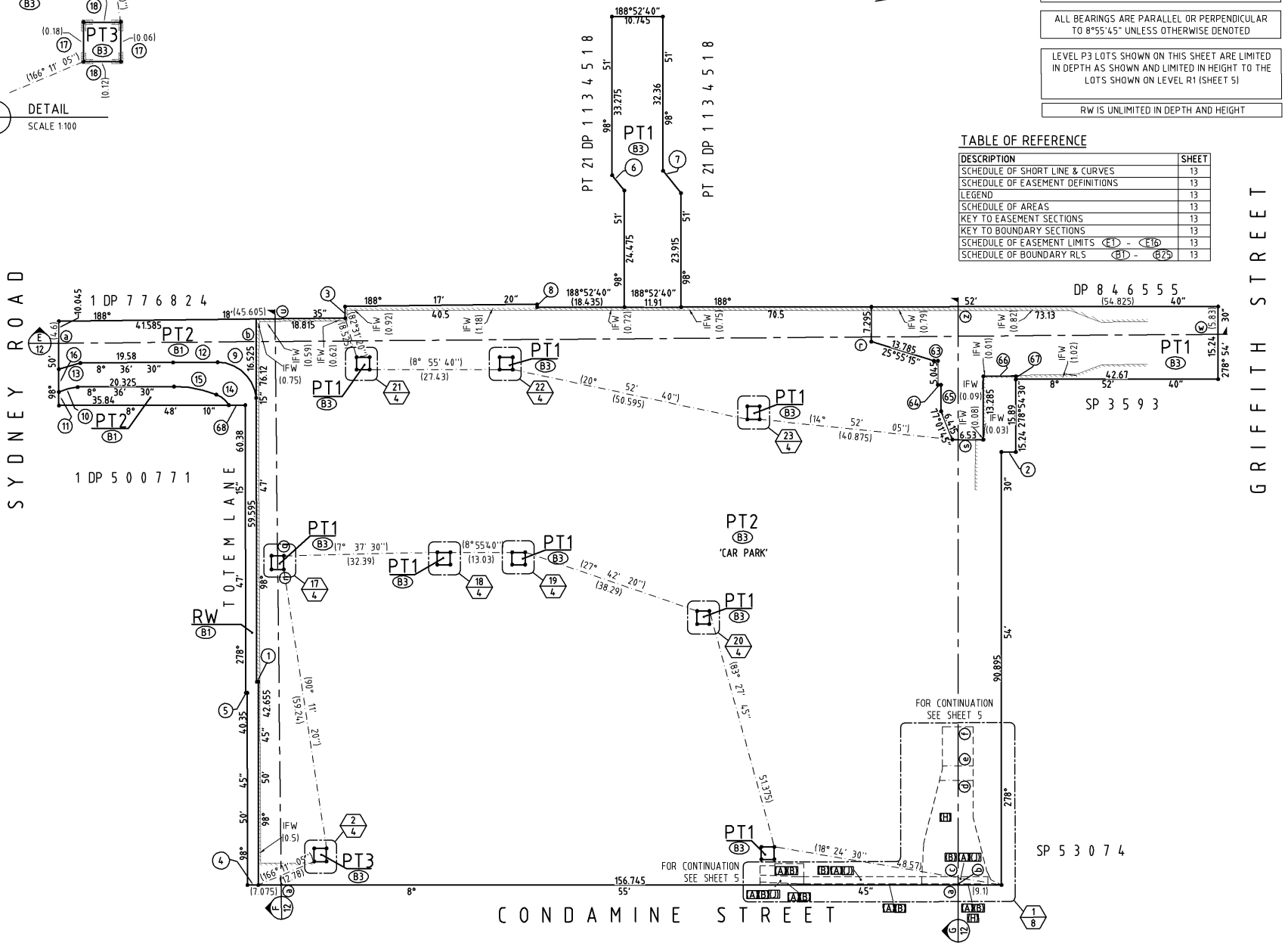
RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13







LEVEL P3 FLOOR PLAN
TYPICAL FLOOR RL 31.1

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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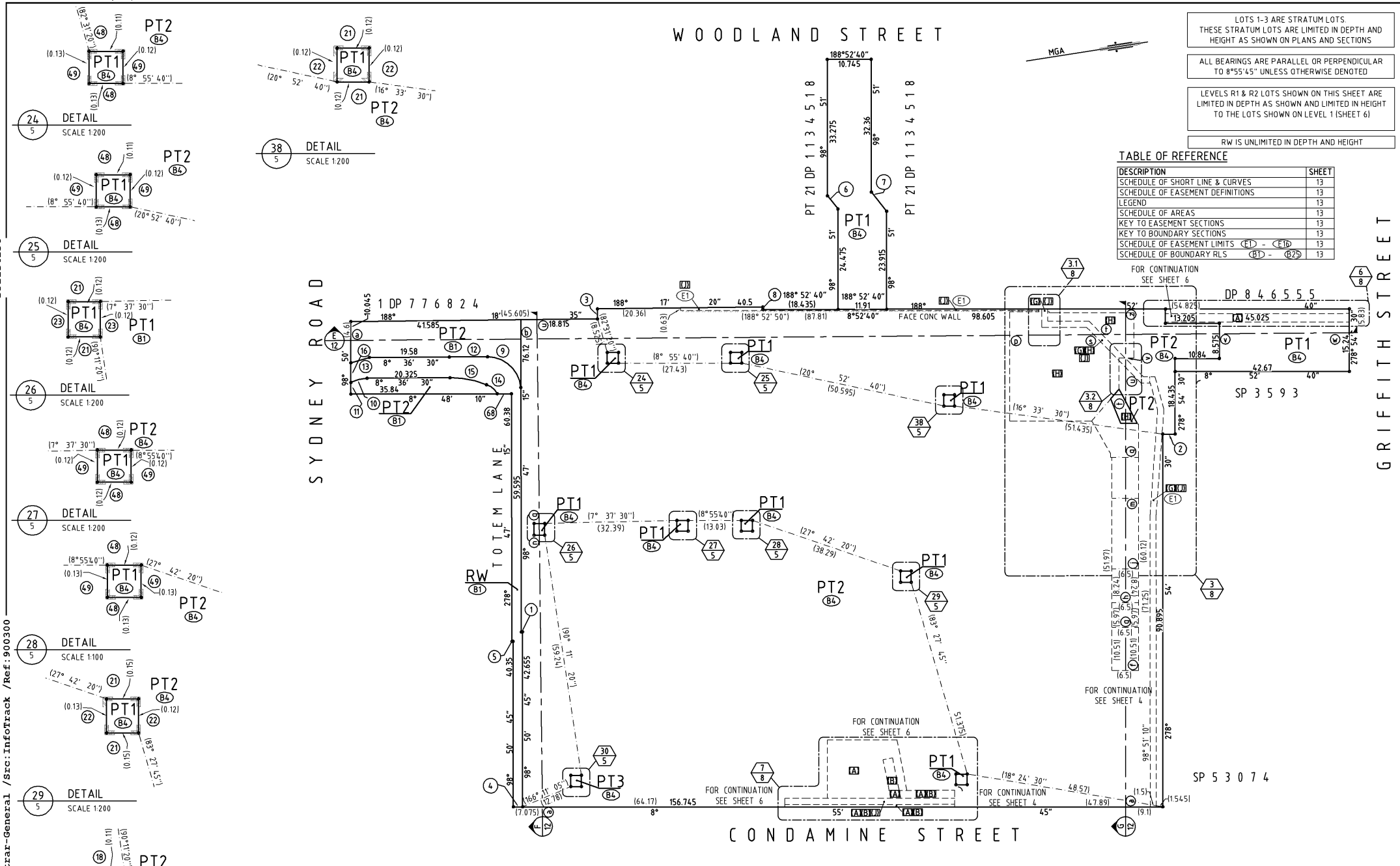
DP1134156



LOTS 1-3 ARE STRATUM LOTS
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

LEVELS R1 & R2 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE LOTS SHOWN ON LEVEL 1 (SHEET 6)

RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

LEVELS R1 & R2 FLOOR PLAN

TYPICAL FLOOR RL 34.45

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

DP1134156
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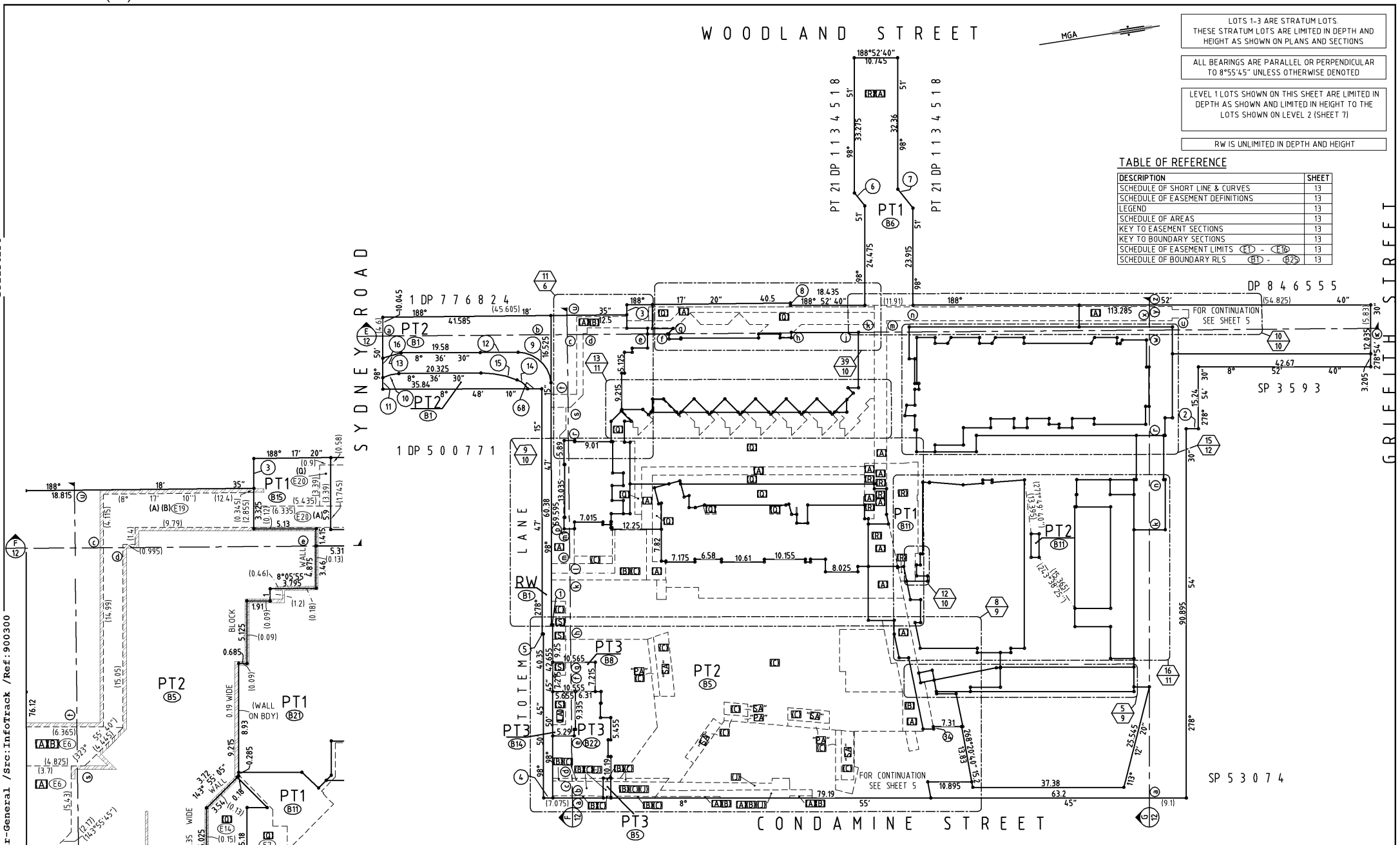

LOTS 1-3 ARE STRATUM LOTS. THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

LEVEL 1 LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT TO THE LOTS SHOWN ON LEVEL 2 (SHEET 7)

RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

LEVEL 1 FLOOR PLAN

TYPICAL FLOOR RL 39.6

(LA) DENOTES LOADING AREA AS REFERRED TO IN THE SECTION 88B
"SA" DENOTES SEATING AREA AS REFERRED TO IN THE SECTION 88B
"PA" DENOTES PEDESTRIAN AREA AS REFERRED TO IN THE SECTION 88B

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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LOTS 1-3 ARE STRATUM LOTS. THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

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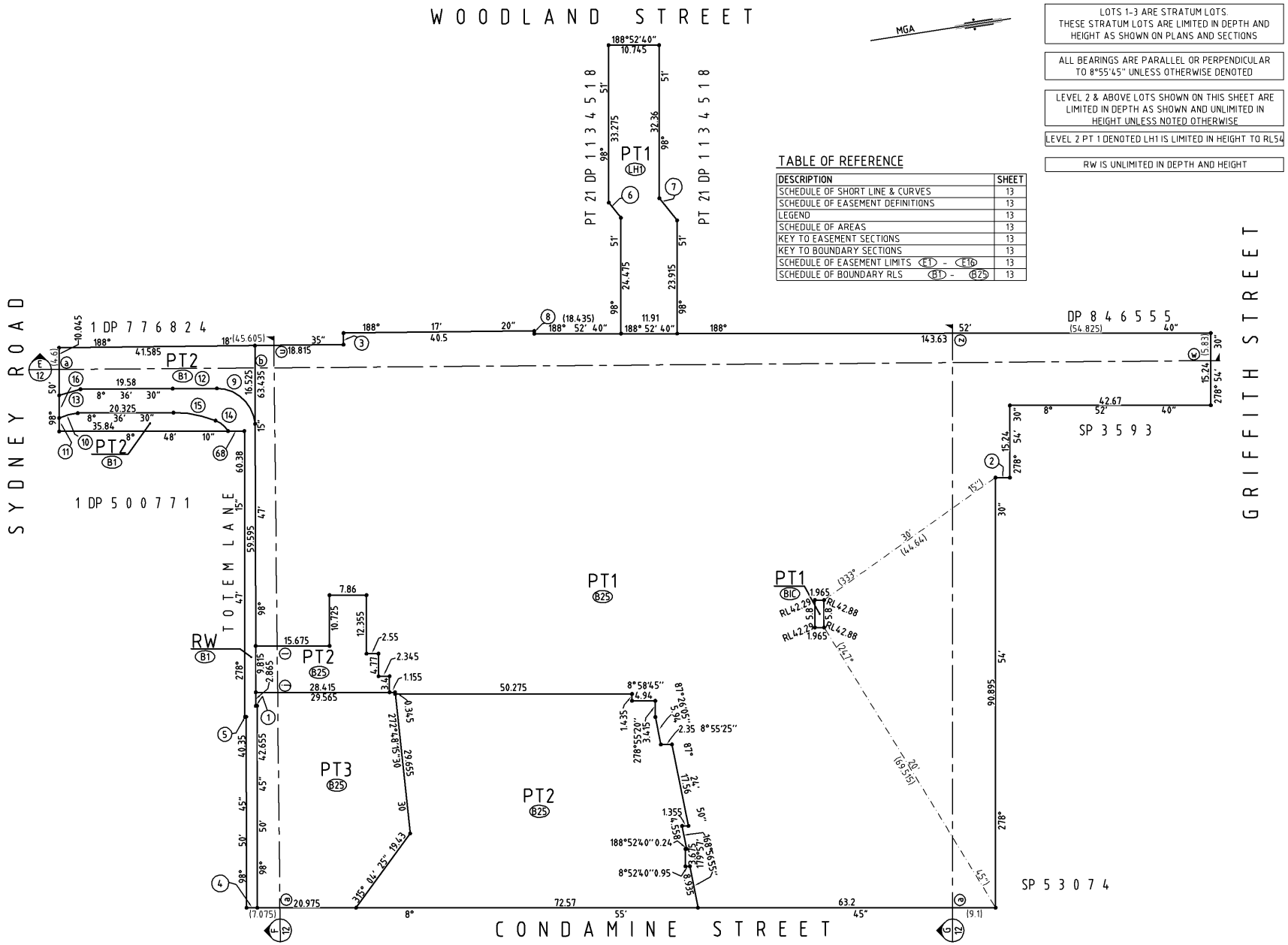
LEVEL 2 & ABOVE LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH AS SHOWN AND UNLIMITED IN HEIGHT UNLESS NOTED OTHERWISE

LEVEL 2 PT 1 DENOTED LH1 IS LIMITED IN HEIGHT TO RL54

RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13



LEVEL 2 & ABOVE FLOOR PLAN

TYPICAL FLOOR RL 43.6

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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DIAGRAMS

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

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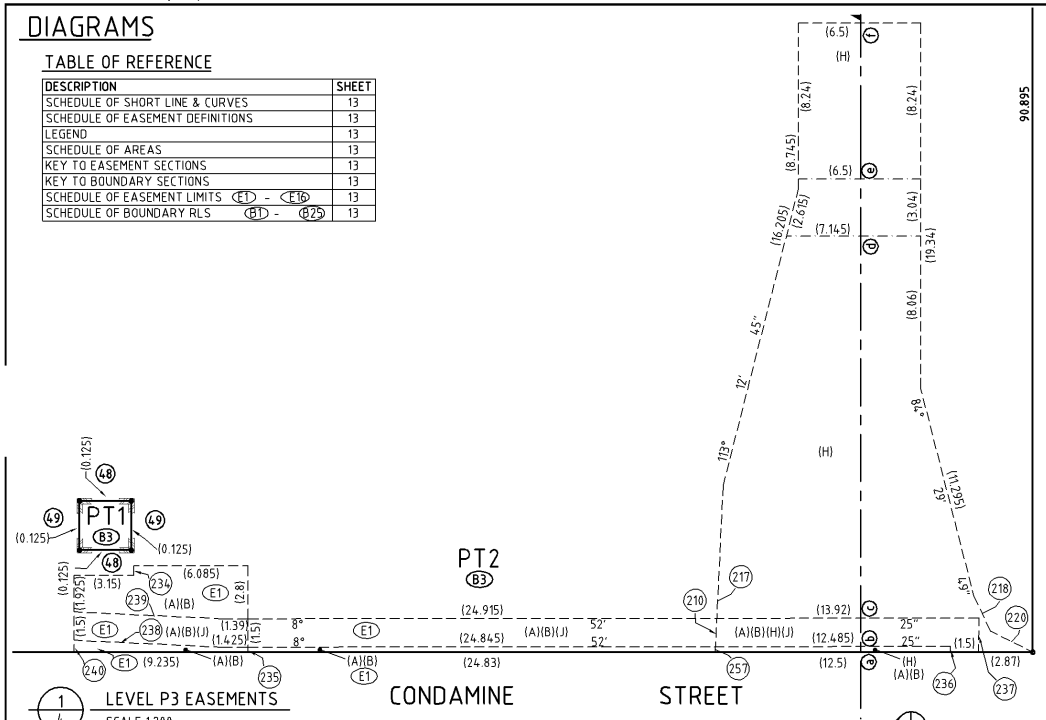
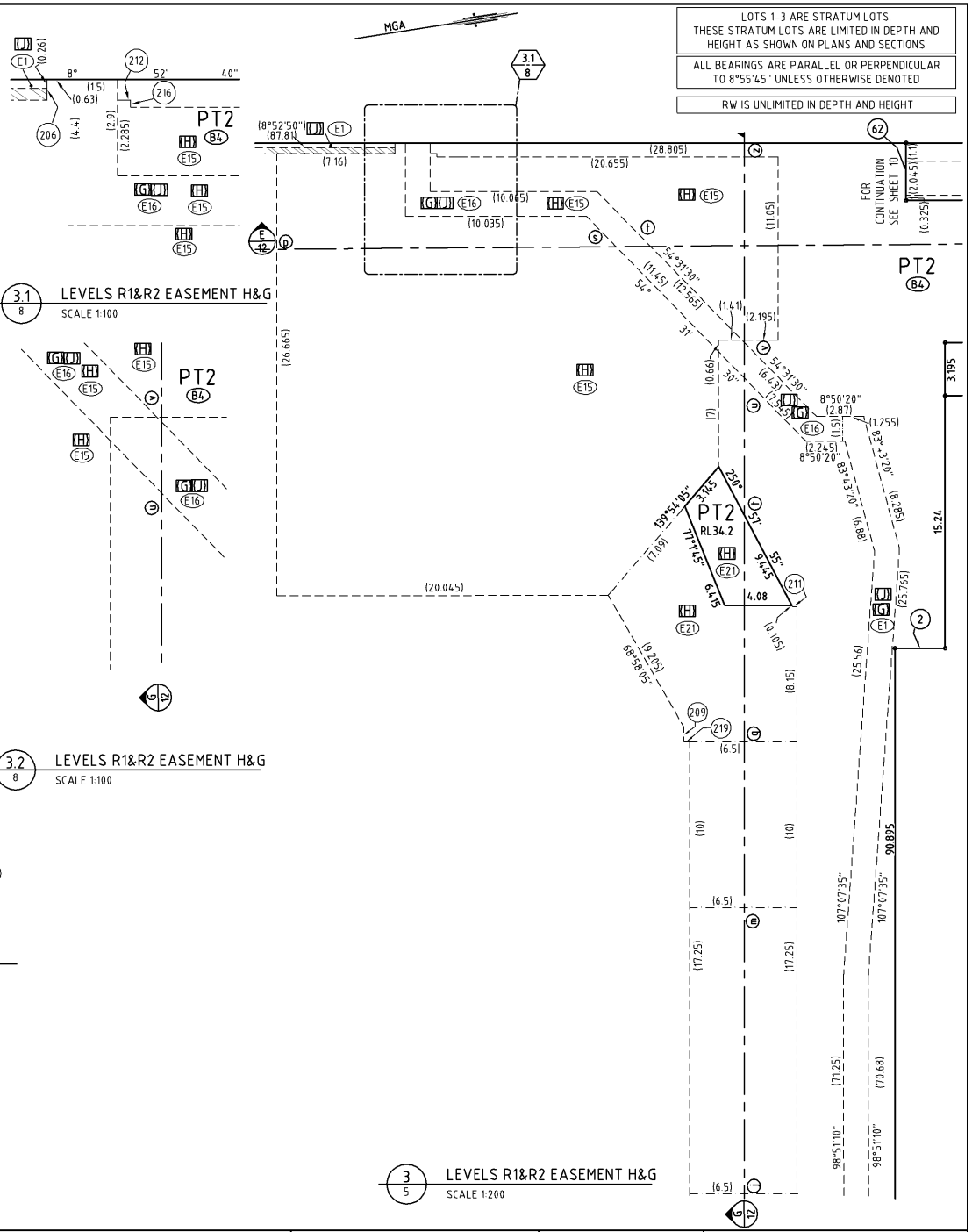
RW IS UNLIMITED IN DEPTH AND HEIGHT



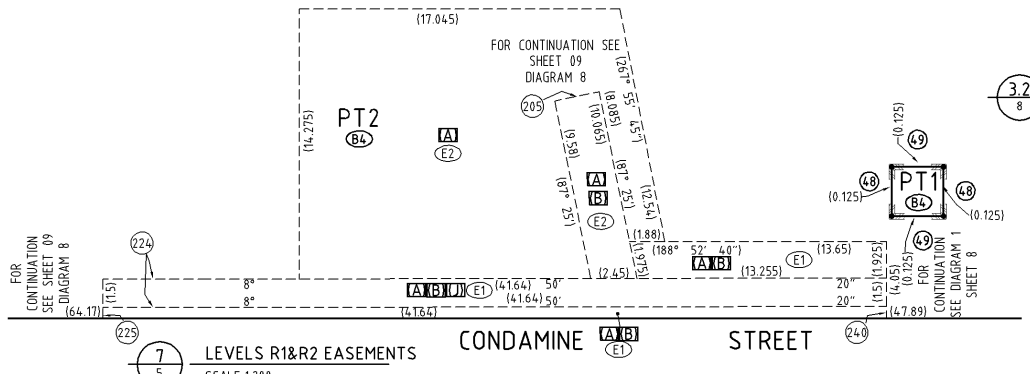
1/4 LEVEL P3 EASEMENTS
SCALE 1:200



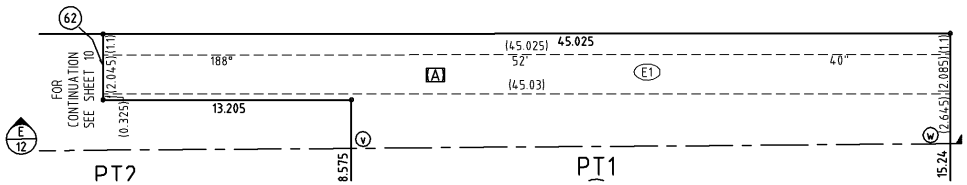
3.1/8 LEVELS R1&R2 EASEMENT H&G
SCALE 1:100

3.2/8 LEVELS R1&R2 EASEMENT H&G
SCALE 1:100

3/5 LEVELS R1&R2 EASEMENT H&G
SCALE 1:200



7/5 LEVELS R1&R2 EASEMENTS
SCALE 1:200



6/5 LEVELS R1&R2 EASEMENTS
SCALE 1:200

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 200	Registered 13-10-2009	DP1134156

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DIAGRAMS

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SCHEDULE OF AREAS	13
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KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E18)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13

(LA) DENOTES LOADING AREA AS REFERRED TO IN THE SECTION 88B
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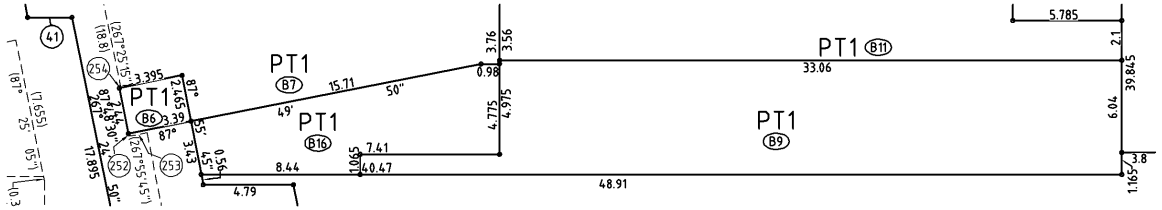
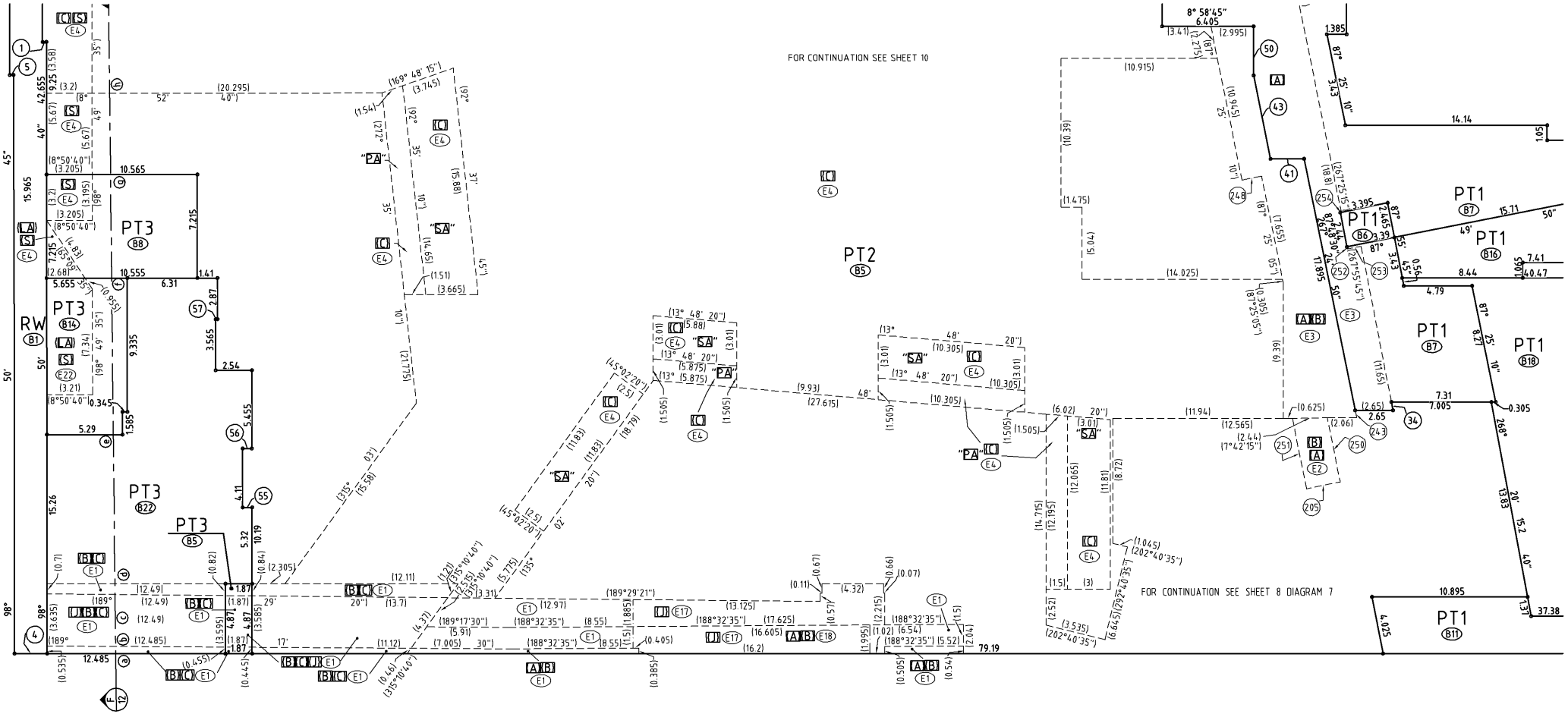
"PA" DENOTES PEDESTRIAN AREA AS REFERRED TO IN THE SECTION 88B



5/6 LEVEL 1 EASEMENTS
SCALE 1:200



8/6 LEVEL 1 EASEMENTS
SCALE 1:200

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 200	Registered 13-10-2009

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DIAGRAMS

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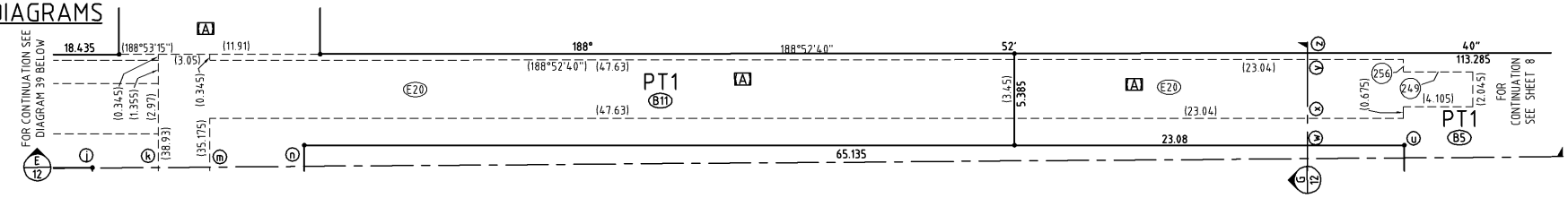
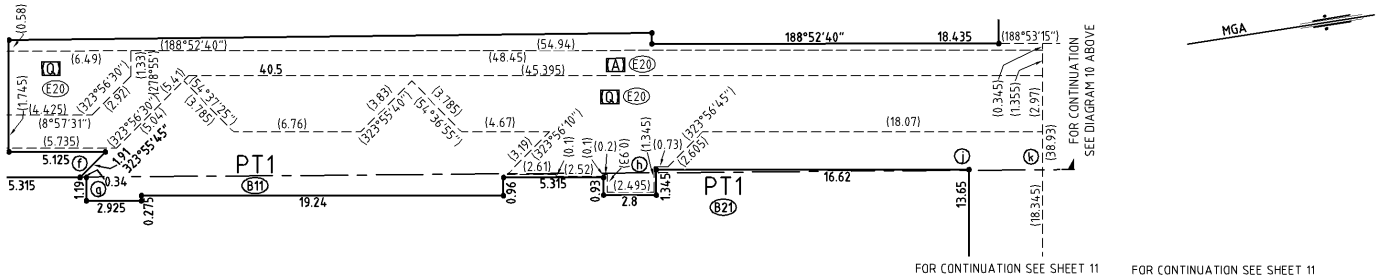
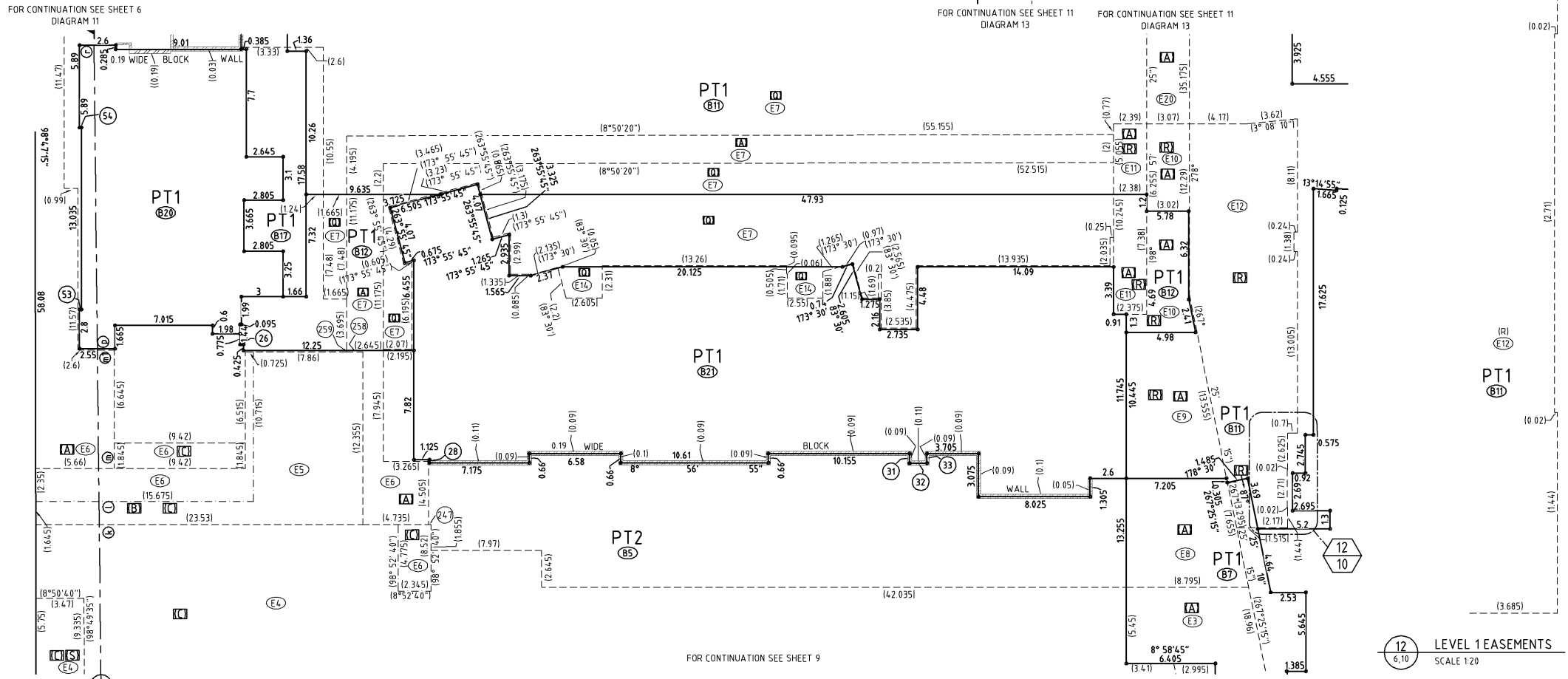
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13



10/6 LEVEL 1
SCALE 1:200



39/6 LEVEL 1 BOUNDARY
SCALE 1:200



9/6 LEVEL 1
SCALE 1:200

12/6,10 LEVEL 1 EASEMENTS
SCALE 1:20

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 200	Registered 13-10-2009

DP1134156

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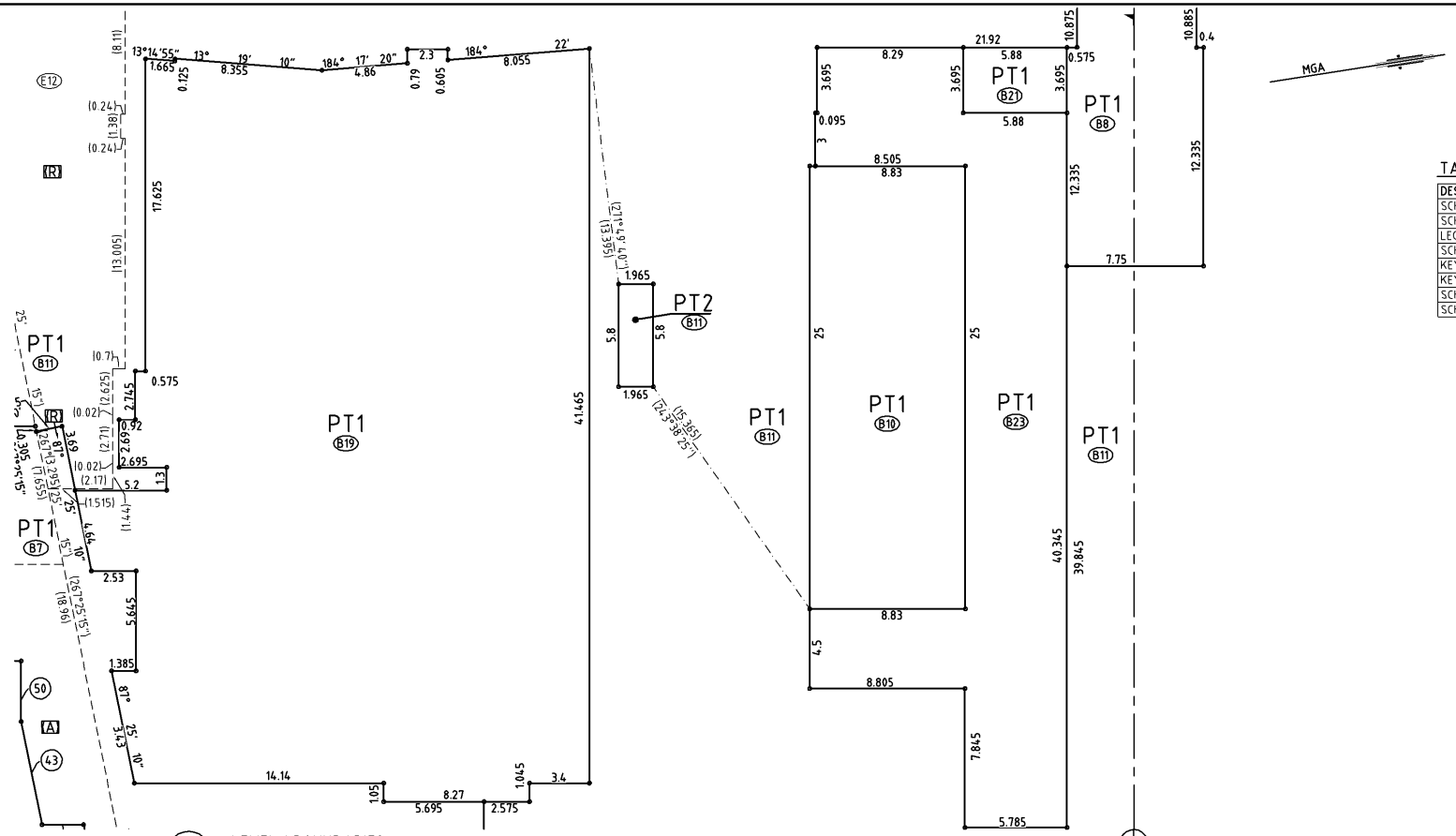
DP1134156

DIAGRAMS



16/6 LEVEL 1 BOUNDARIES
SCALE 1:200

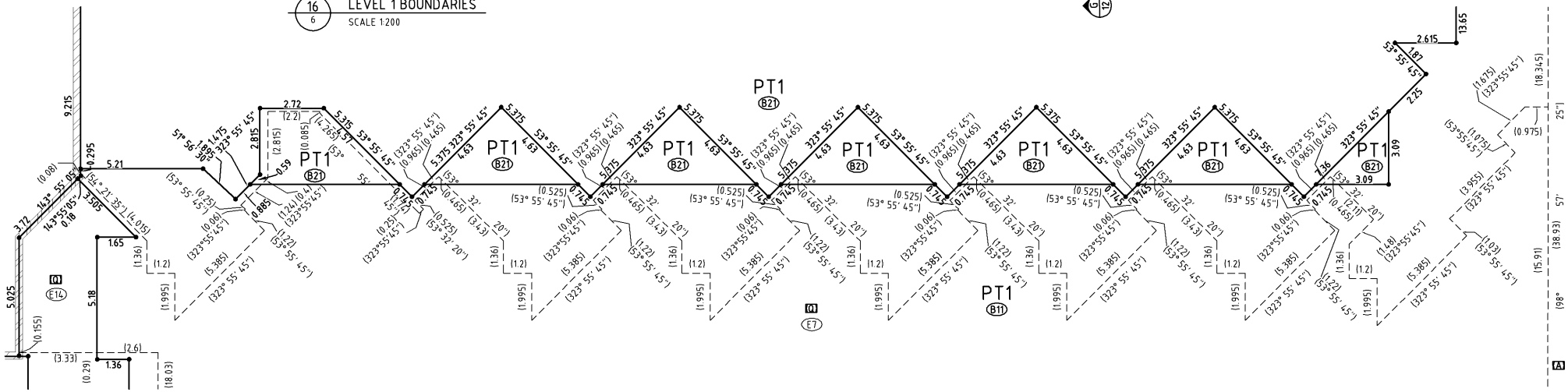
LOTS 1-3 ARE STRATUM LOTS. THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 8°55'45" UNLESS OTHERWISE DENOTED

RW IS UNLIMITED IN DEPTH AND HEIGHT

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS (E1) - (E16)	13
SCHEDULE OF BOUNDARY RLS (B1) - (B25)	13



13/6 LEVEL 1 EASEMENTS
SCALE 1:125

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 200	Registered 13-10-2009	DP1134156

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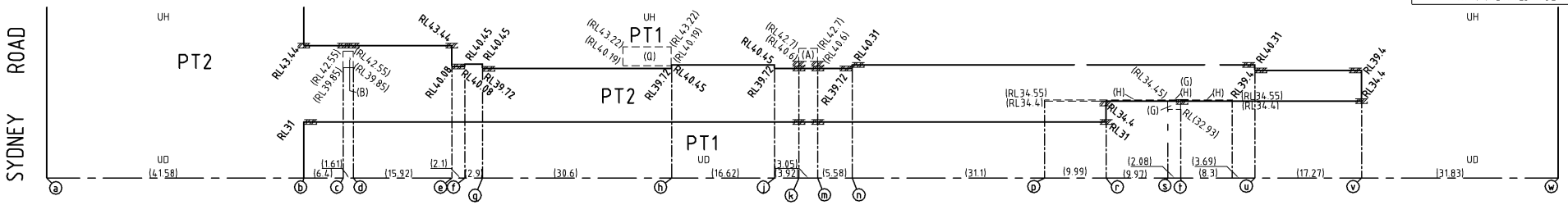
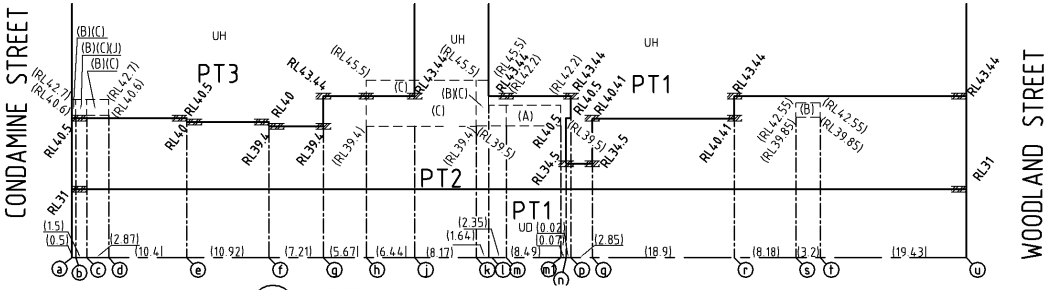
SECTIONS

LOTS 1-3 ARE STRATUM LOTS.
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

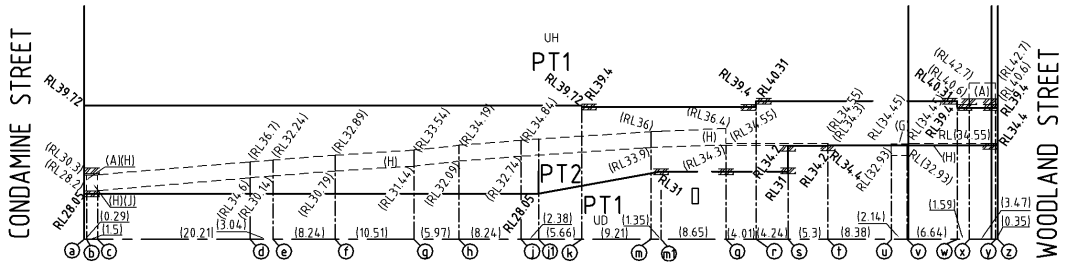
RW IS UNLIMITED IN DEPTH AND HEIGHT



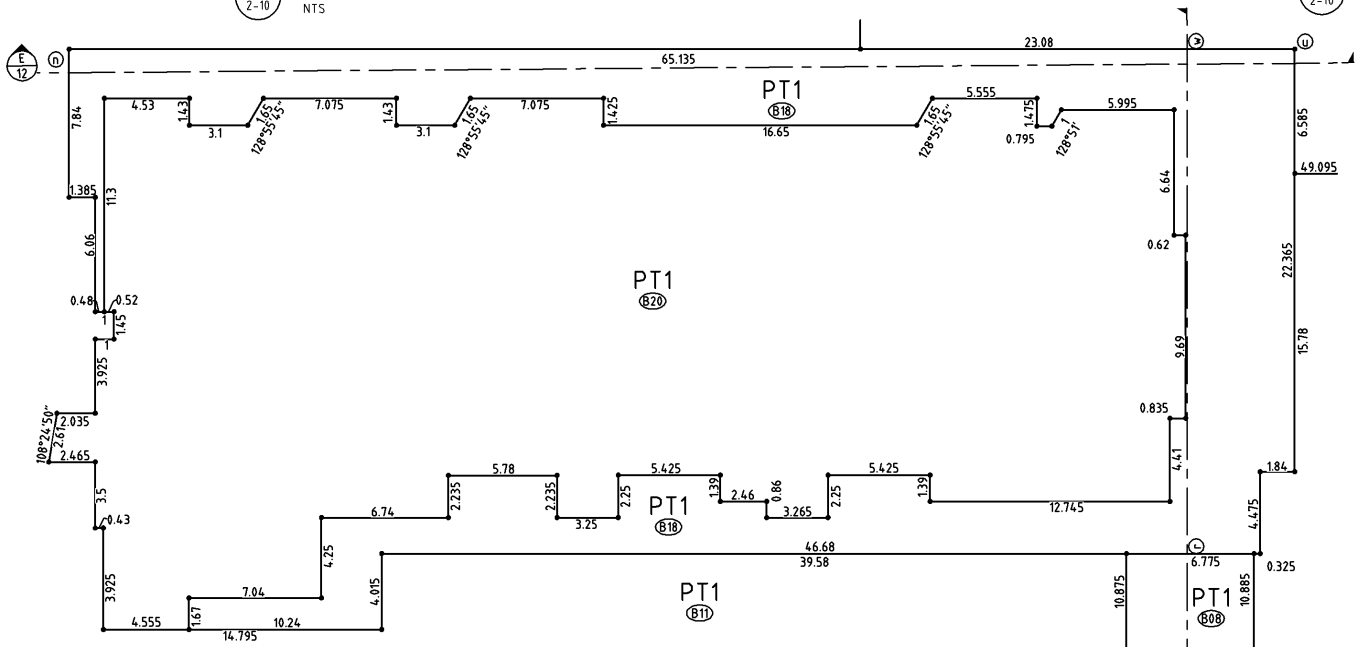
E 2-10 SECTION E
NTS



F 2-10 SECTION F
NTS



G 2-10 SECTION G
NTS



15 6 LEVEL 1 BOUNDARY
SCALE 1:125

TABLE OF REFERENCE

DESCRIPTION	SHEET
SCHEDULE OF SHORT LINE & CURVES	13
SCHEDULE OF EASEMENT DEFINITIONS	13
LEGEND	13
SCHEDULE OF AREAS	13
KEY TO EASEMENT SECTIONS	13
KEY TO BOUNDARY SECTIONS	13
SCHEDULE OF EASEMENT LIMITS E1 - E16	13
SCHEDULE OF BOUNDARY RLS B1 - B25	13

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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SCHEDULE OF CREATED EASEMENT DEFINITIONS

	DESCRIPTION	SHEET REFERENCE	SECTION REFERENCE
(A)	EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM	4, 5, 6, 8, 9, 10 & 11	E & G
(B)	RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM	4, 5, 6, 8, 9 & 10	E, F & G
(C)	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM	6, 9 & 10	E & F
(G)	EASEMENT FOR DRAINAGE 1.5 WIDE & VARIABLE WIDTH LIMITED IN STRATUM	5 & 8	E & G
(H)	EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH LIMITED IN STRATUM	4, 5 & 8	E & G
(J)	EASEMENT FOR DRAINAGE 1.5 WIDE & VARIABLE WIDTH LIMITED IN STRATUM	4, 5, 6, 8 & 9	F & G
(Q)	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM	6, 10 & 11	
(R)	EASEMENT FOR ART VARIABLE WIDTH LIMITED IN STRUTUM (R)	6, 9 & 10	
(S)	EASEMENT FOR PUBLIC PARKING VARIABLE WIDTH LIMITED IN STRATUM	6, 9 & 10	

DESCRIPTION	LOT(S) BURDENED
EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT.	1, 2 & 3
EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT.	1, 2 & 3
EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT.	1, 2 & 3
EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT.	1, 2 & 3
EASEMENT FOR KITCHEN EXHAUST AFFECTING THE WHOLE OF THE LOT	1
RIGHT TO USE GREASE ARRESTOR No. 1 AFFECTING THE WHOLE OF THE LOT	1
EASEMENT FOR AIRCONDITIONING SERVICE AFFECTING THE WHOLE OF THE LOT.	1
EASEMENT FOR CAR PARK EXHAUST AFFECTING THE WHOLE OF THE LOT.	1 & 2
EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT	1
RIGHT TO USE GREASE ARRESTOR No. 2 AFFECTING THE WHOLE OF THE LOT	2
EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT	1, 2 & 3

SCHEDULE OF EXISTING EASEMENT DEFINITIONS

	DESCRIPTION	SHEET REFERENCE
(AA)	EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (VIDE DP1134518)	1
(BB)	EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP1134518)	1
(FF)	RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE DP1134518)	1
(GG)	EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE (VIDE DP1134518)	1
(HH)	EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE (VIDE DP1134518)	1
(LL)	EASEMENT FOR PARKING 2.1 WIDE (VIDE DP1134518)	1
(MM)	RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (VIDE DP1134518)	1
(NN)	RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (VIDE DP1134518)	1
(EK)	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.5 WIDE AND VARIABLE LIMITED IN STRATUM (VIDE DP1134515)	1
(EL)	RIGHT OF WAY VARIABLE WIDTH (VIDE DP1134515)	1
(PP)	EASEMENT FOR OVERLAND FLOW AFFECTING THE WHOLE OF THE LOT (VIDE DP1134518)	1
(QQ)	EASEMENT FOR OVERLAND FLOW AFFECTING THE WHOLE OF THE LOT (VIDE DP1134518)	1
(RR)	EASEMENT FOR LIGHT AND AIR AFFECTING THE WHOLE OF THE LOT (VIDE DP1134518)	1

GENERAL NOTES

1. ALL R.L.'S ARE ON A.H.D. DATUM.
2. UNLESS OTHERWISE NOTED, ALL R.L.'S REFER TO A HORIZONTAL PLANE.
3. UNLESS OTHERWISE NOTED, ALL BEARINGS ARE TO FACE OF WALL OR COLUMN.
4. ALL BOUNDARY AND EASEMENT OFFSETS ARE TO MAIN STRUCTURE AND BLOCK WALLS WITHOUT A FINISHED SURFACE SUCH AS RENDER OR CLADDING.
5. TYPICAL FLOOR RL DENOTES TOP OF CONCRETE SLAB.

LEGEND

KEY	DESCRIPTION
P1	DENOTES CAR PARK LEVEL 1
P2	DENOTES CAR PARK LEVEL 2
P3	DENOTES CAR PARK LEVEL 3
R1&R2	DENOTES RETAIL LEVELS 1 & 2
BIC	DENOTES BOUNDARY INCLINED PLANE
CW1	CENTRELINE OF 0.19 WIDE BLOCK WALL
FW	DENOTES FACE OF WALL
EIC	DENOTES EASEMENT INCLINED PLANE
IFW	DENOTES INSIDE FACE OF WALL
L1	DENOTES FIRST FLOOR LEVEL
L2	DENOTES SECOND FLOOR LEVEL
L3	DENOTES THIRD FLOOR LEVEL
RW	DENOTES ROAD WIDENING
UD	DENOTES UNLIMITED IN DEPTH
UH	DENOTES UNLIMITED IN HEIGHT
CPW	DENOTES CONCRETE PLANTER WALL

SCHEDULE OF AREAS (m^2)

LOT	LEVEL							TOTAL
	P1	P2	P3	R1	R2	L1	L2	
1	2.042 Ha	9451	1879	1309	1309	1.439 Ha	1.606 Ha	8.698Ha
2	531.3	1.150 Ha	1.907 Ha	1.964 Ha	1.964 Ha	6139	3557	7.754
3	7.149	7.149	7.149	7.149	7.149	433.7	1341	3152
RW	461.5	461.5	461.5	461.5	461.5	461.5	461.5	3692
TOTAL	2.142 Ha	2.142 Ha	2.142 Ha	2.142 Ha	2.142 Ha	2.142 Ha	2.142 Ha	

AREAS MEASURED IN m^2 UNLESS OTHERWISE NOTED

"B" SCHEDULE OF BOUNDARY RLS (DEPTH LIMITS)

(B)	RL LOWER LIMIT	(B)	RL LOWER LIMIT
1	RL UNLIMITED	13	RL 39.90
2	RL 28.05	14	RL 40.00
3	RL 31	15	RL 40.08
4	RL 34.4	16	RL 40.15
5	RL 39.4	17	RL 40.19
6	RL 39.15	18	RL 40.31
7	RL 39.35	19	RL 40.35
8	RL 39.4	20	RL 40.41
9	RL 39.50	21	RL 40.45
10	RL 39.55	22	RL 40.50
11	RL 39.72	23	RL 40.80
12	RL 39.85	24	RL 40.22
		25	RL 43.44

HORIZONTAL PLANE UNLESS OTHERWISE NOTED

SCHEDULE OF BOUNDARY SHORT LINES

N°	BEARING	DIST	N°	BEARING	DIST
1	8°47'15"	0.265	40	98°55'45"	1
2	8°52'40"	3.05	41	188°55'25"	2.35
3	98°50'20"	2.44	42	98°55'45"	3.035
4	188°55'45"	2.285	43	267°26'05"	5.94
5	188°47'15"	0.285	44	278°55'45"	0.795
6	59°55'35"	4.105	45	98°55'45"	2.63
7	60°07'50"	5.985	46	278°55'45"	0.71
8	98°51'	0.58	48	98°55'45"	2.75
11	98°50'	2.84	49	8°55'45"	2.6
12	188°33'35"	9.37	50	278°55'20"	3.415
13	172°59'	4.715	53	8°55'45"	0.135
16	98°50'	4.795	54	8°55'45"	0.135
17	98°50'20"	2.755	55	188°55'45"	0.665
18	8°50'20"	2.595	56	8°55'45"	0.64
19	8°52'40"	3.05	57	188°44'30"	0.13
20	278°51'05"	0.58	62	98°55'40"	3.47
21	8°55'45"	2.6	63	8°55'45"	0.855
22	98°55'45"	2.75	64	188°55'45"	0.64
23	98°55'45"	2.85	65	98°48'10"	5.535
26	8°55'45"	0.25	66	8°52'40"	6.84
27	278°53'35"	0.71	67	98°54'30"	0.65
28	278°55'45"	0.22	68	8°48'10"	3.46
29	98°55'45"	0.71			
30	278°55'45"	0.71			
31	98°55'45"	0.68			
32	8°55'45"	1.26			
33	278°55'45"	0.68			
34	267°55'40"	0.59			
35	278°55'45"	0.865			
36	278°55'45"	0.935			
37	278°55'45"	4.165			
38	278°55'45"	1			
39	278°55'45"	1			

SCHEDULE OF EASEMENT SHORT LINES

N°	BEARING	DIST	N°	BEARING	DIST
201	(87°25')	(0.285)	237	(99°10'40")	(1.8)
205	(357°25'10")	(2.4)	238	(11°35'40")	(7.822)
206	(278°55'40")	(0.615)	239	(11°35'40")	(7.855)
209	(98°55'45")	(0.87)	240	(98°55'45")	(0.625)
210	(101°41'10")	(1.5)	243	(267°24'50")	(0.47)
211	(188°55'45")	(0.28)	247	(8°55'45")	(0.16)
212	(8°55'40")	(0.275)	248	(357°25'10")	(1.4)
216	(98°55'40")	(0.615)	249	(188°52'40")	(4.10)
217	(101°41'10")	(7.06)	250	(87°25'00")	(4.58)
218	(73°35'35")	(2.115)	251	(87°25'00")	(5.015)
219	(188°55'45")	(0.355)	252	(267°48'30")	(0.15)
220	(35°04'15")	(2.475)	253	(357°55'40")	(0.99)
224	(8°56'40")	(5.34)	254	(177°24'15")	(0.08)
225	(98°55'45")	(0.565)	256	(278°52'40")	(0.75)
234	(278°55'45")	(0.51)	257	(101°41'10")	(0.285)
235	(98°55'45")	(0.26)	259	(98°55'45")	(0.095)
236	(99°10'40")	(0.29)			

SCHEDULE OF CURVED LINES

N°	BEARING	DIST	RADIUS	ARC
9	231°35'40"	11.055	8.271	12.105
10	174°22'45"	4.08	11.350	4.105
14	228°46'30"	3.435	4.662	3.52
15	199°41'40"	9.09	24.485	9.145
200	(77°12'45")	(27.955)	(146.38)	(2.435)
215	(76°24'25")	(1.645	(146.38)	(1.645)
258	(58°55'50")	(13.075)	(76.495)	(13.095)

"E" SCHEDULE OF EASEMENT LIMITS

(E)	LOWER	UPPER	(E)	LOWER	UPPER
1	RL UD	RL UH	11	RL 39.85	RL 41.95
2	RL 34.00	RL 42.00	12	RL 39.65	RL 41.75
3	RL 39.30	RL 42.00	13	RL 39.50	RL 42.20
4	RL 39.40	RL 45.50	14	RL 40.37	RL 43.07
5	RL 39.50	RL 45.50	15	RL 34.4	RL 34.55
6	RL 39.50	RL 42.20	16	RL 32.93	RL 34.45
7	RL 39.85	RL 42.55	17	RL UD	RL 39.1
8	RL 39.40	RL 42.10	18	RL 39.4	RL UH
9	RL 39.65	RL 42.35	19	RL 39.5	RL 42.83
10	RL 39.85	RL 42.55	20	RL 40.19	RL 43.22
			21	RL 34.3	RL 34.55
			22	RL 40.00	RL 46.1

KEY TO DIAGRAMS

DIAGRAM 9 / DESTINATION SHEET No. 1

DIAGRAM 9 / ORIGIN SHEET No. 3

KEY TO SECTIONS (OTHER THAN B & D)

SECTION F / SHEET(S) SHOWING SECTION LOCATION 1

SECTION F / ORIGIN SHEET No. 3

Surveyor : ANTHONY GUY MITCHELL Date of Survey : 18 AUG 2008 Surveyor's Ref : 2220ST01	PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518	LGA: MANLY Locality : BALGOWLAH Subdivision No: 4483/S Lengths are in metres. Reduction Ratio 1: 600	Registered 13-10-2009	DP1134156

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PLAN FORM 6 WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.5 WIDE AND VARIABLE AND RIGHT OF WAY CREATED BY DP1134515

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

1. EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE OF THE LOT.
2. EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT.
3. EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LOT.
4. EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (A).
5. RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (B).
6. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (C)
7. EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT.

SEE SHEET 2 FOR CONTINUATION

SEE ADDITIONAL SHEETS FOR SIGNATURES

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein
(insert 'subdivision' or 'new road')

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

Consent Authority: Manly Council
Date of Endorsement: 15.9.09
Accreditation no: N/A
Subdivision Certificate no: 4483/S
File no: 4483/S

* Delete whichever is inapplicable.

DP1134156

Registered: 13-10-2009
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518

LGA: MANLY
Suburb/Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 18-08-2008

The survey relates to LOTS 1-3 & ROAD WIDENING

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 11/8/09
Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP776824	DP86128	DP1102617	DP701218
DP500771	DP206628	DP1134518	DP499756
DP162462	DP846555	DP525937	DP1065493
DP635795	DP1134515		

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 2220ST01

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DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518

DP1134156

Registered: 13-10-2009

*OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

8. EASEMENT FOR DRAINAGE 1.5 WIDE & VARIABLE WIDTH LIMITED IN STRATUM (G)
9. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH LIMITED IN STRATUM (H)
10. EASEMENT FOR DRAINAGE 1.5 WIDE & VARIABLE WIDTH LIMITED IN STRATUM (J)
11. EASEMENT FOR KITCHEN EXHAUST AFFECTING THE WHOLE OF THE LOT.
12. RIGHT TO USE GREASE ARRESTOR No. 1 AFFECTING THE WHOLE OF THE LOT.
13. EASEMENT FOR AIRCONDITIONING SERVICE AFFECTING THE WHOLE OF THE LOT.
14. EASEMENT FOR CAR PARK EXHAUST AFFECTING THE WHOLE OF THE LOT.
15. RESTRICTION ON USE OF LAND.
16. POSITIVE COVENANT
17. EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT.
18. EASEMENT FOR OVERLAND FLOW VARIABLE WIDTH LIMITED IN STRATUM (H)
19. RIGHT TO USE GREASE ARRESTOR No. 2 AFFECTING THE WHOLE OF THE LOT.
20. EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LOT
21. POSITIVE COVENANT
22. RIGHT OF PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (Q).
23. EASEMENT FOR ART VARIABLE WIDTH LIMITED IN STRATUM (R).
24. EASEMENT FOR PUBLIC PARKING VARIABLE WIDTH LIMITED IN STRATUM (S).

SURVEYOR'S REFERENCE: 2220ST01n1

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PLWT0KM0a (Annexure Sheet) WARNING: Creasing or folding will lead to rejection ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT 101 IN DP1102617, LOTS 1 & 3 IN DP701218, LOT 1 IN DP206628 & LOT 22 IN DP1134518

DP1134156

Registered: 13-10-2009

*OFFICE USE ONLY

Subdivision Certificate No:

Date of Endorsement:

SIGNED by STOCKLAND DEVELOPMENT PTY LIMITED (ACN:000064835) by its Attorney.
Pursuant to Power of Attorney dated registered Book No who states that no revocation of the power of attorney has been received in the presence of:

Signature of Witness
Anna Potts
Name of Witness
133 Castlereagh Street, Sydney
Address of Witness

Attorney

Print Name

Witness

Print Name

Occupation and address of witness

Date

EXECUTION:

Attorney

Print Name

Witness

Print Name

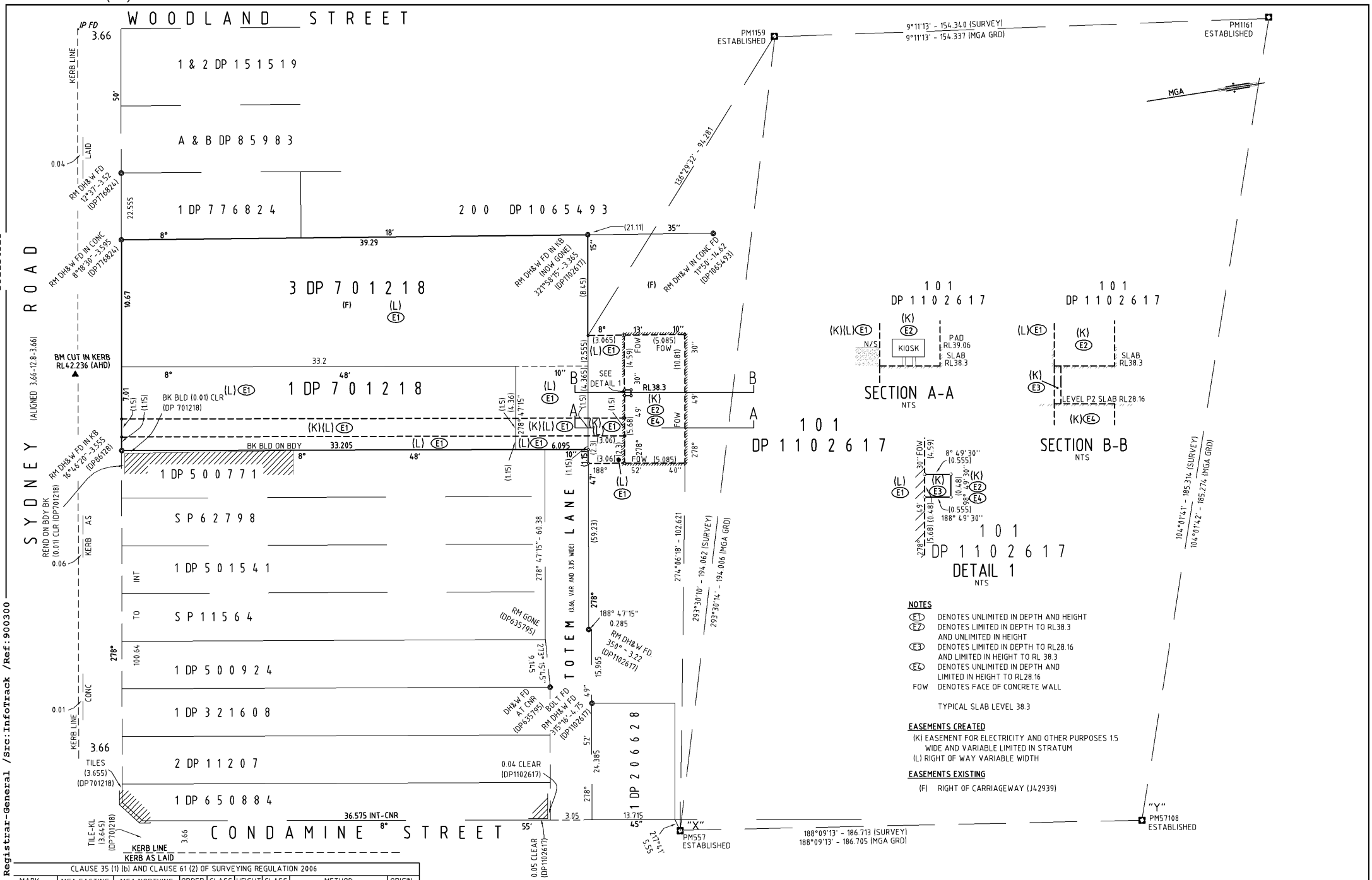
Occupation and address of witness

Date

Executed for and on behalf of Stockland Development Pty Limited ACN 000 064 835 by its duly authorised attorney under Power of Attorney registered in Book 4641 No. 456 who declares that he has no notification of revocation of the said Power of Attorney in the presence of:

Barry John Mann

SURVEYOR'S REFERENCE: 2220ST01



CLAUSE 35 (1) (b) AND CLAUSE 61 (2) OF SURVEYING REGULATION 2006									
MARK	MGA EASTING	MGA NORTHING	ORDER	CLASS	HEIGHT	CLASS	METHOD	ORIGIN
PM 1161	339 217.788	6 259 583.407	2	B	32.211	LB	SCIMS	SCIMS
PM57108	339 397.521	6 259 538.500	2	B	26	LB	SCIMS	SCIMS
PM557	339 371.043	6 259 353.698	2	B	40.210	LB	SCIMS	SCIMS
PM1159	339 193.149	6 259 431.063	2	B	44.321	LB	SCIMS	SCIMS

COMBINED SCALE FACTOR 0.999913 ZONE 56
M.G.A CO-ORDINATES ADOPTED FROM S.C.I.M.S AS AT 21 JULY 2008

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 18 AUG 2008
Surveyor's Ref : 2220DP02e1.dwg

PLAN OF EASEMENT OVER LOT 101 IN DP1102617 AND LOTS 1 & 3 IN DP701218

LGA: MANLY
Locality : BALGOWLAH
Subdivision No: ——
Lengths are in metres. Reduction Ratio 1: 200

Registered 11-05-2009

DP1134515

Req:R177691 /Doc:DP 1134515 P /Rev:11-May-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 3 DP1134515
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

Req:R177691 /Doc:DP 1134515 P /Rev:11-May-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

eplan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

SEE ADDITIONAL SHEETS FOR SIGNATURES

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1.5 WIDE AND VARIABLE LIMITED IN STRATUM
2. RIGHT OF WAY VARIABLE WIDTH

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed ..... set out herein
(insert 'subdivision' or 'new road')

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority: .....
Date of Endorsement: .....
Accreditation no: .....
Subdivision Certificate no: .....
File no: .....

* Delete whichever is inapplicable.

DP1134515

Registered: 11-05-2009
Title System: TORRENS
Purpose: EASEMENT

PLAN OF

EASEMENT OVER LOT 101 IN DP1102617 AND LOTS 1 & 3 IN DP701218

LGA: MANLY
Suburb/Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 18-08-2008

The survey relates to THE EASEMENT AREA OVER LOT 1 & 3 IN DP701218 AND 101 IN DP1102617

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 18/8/03
Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation
DP776824 DP86128 DP1102617 DP701218
DP500771

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 2220DP02 .dwg

Req:R177691 /Doc:DP 1134515 P /Rev:11-May-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300
eplan

PLAN FORM 6a (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

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

PLAN OF

EASEMENT OVER LOT 101 IN DP1102617 AND LOTS 1 & 3 IN DP701218

DP1134515

Registered: 11-05-2009

*OFFICE USE ONLY

Subdivision Certificate No: Date of Endorsement:

EXECUTED by STOCKLAND DEVELOPMENT PTY LIMITED (ACN 000064835) BY ITS ATTORNEY

PURSUANT TO POWER OF ATTORNEY DATED 30 JANUARY 2008 REGISTERED BOOK 4537 No. 681 WHO STATES THAT NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY HAS BEEN RECEIVED IN THE PRESENCE OF:

Director/Secretary	ATTORNEY
Print Name	M Nickinson Print Name
Witness	Witness
Print Name	MARIE ANTON Print Name
Occupation and address of witness	PERSONAL ASSISTANT LEVEL 2 133 CASTLEREAGH ST SYDNEY Occupation and address of witness
Date	11/02/09 Date

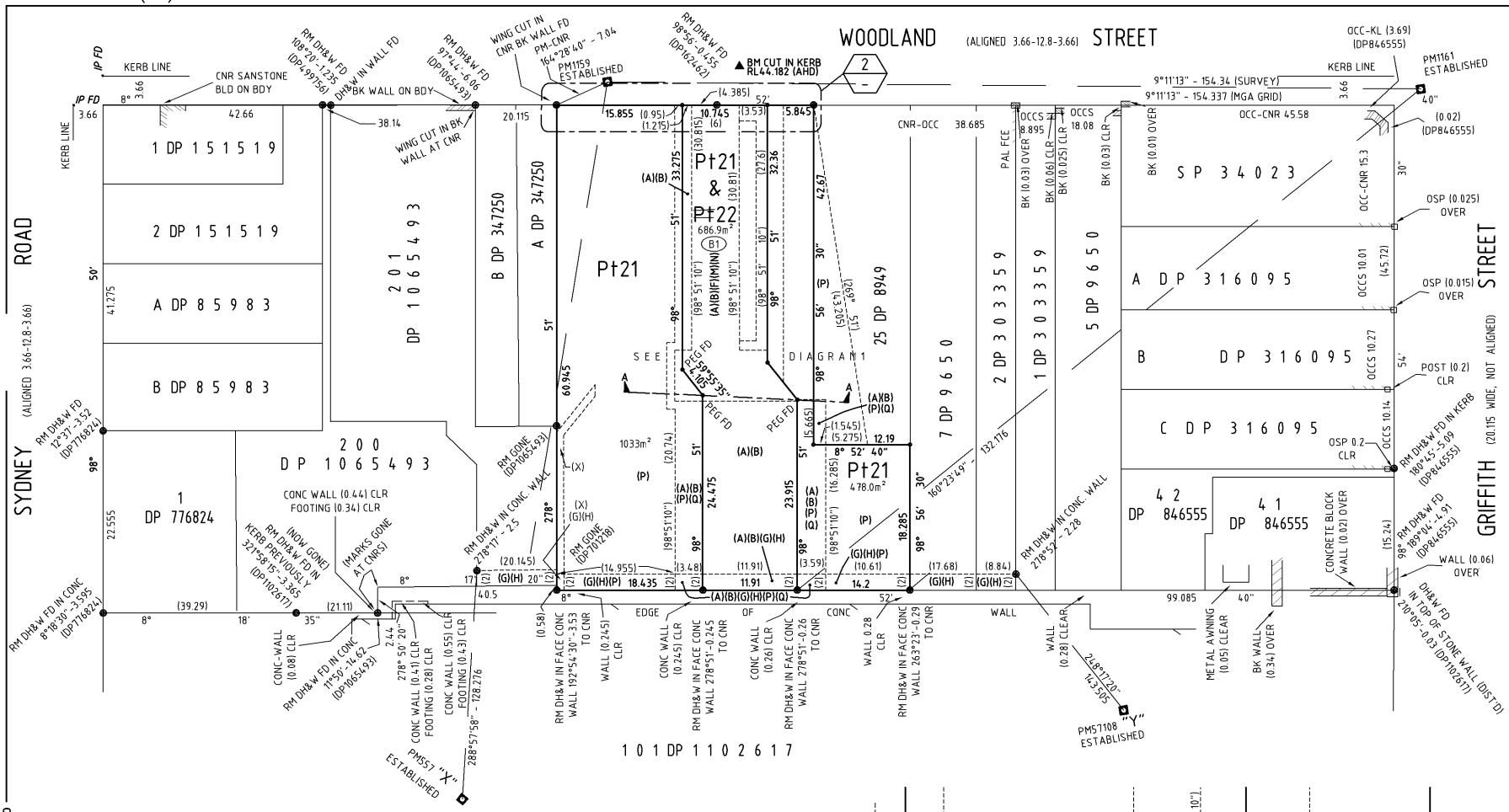
EXECUTION:

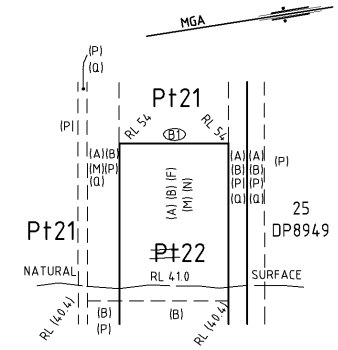
SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by CRAIG ROBERT JAMES its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401

Attorney

Witness

SURVEYOR'S REFERENCE: 2220DP02 .dwg





A 1 SECTION
NTS

LOTS 21-22 ARE STRATUM LOTS.
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND HEIGHT AS SHOWN ON PLANS AND SECTIONS

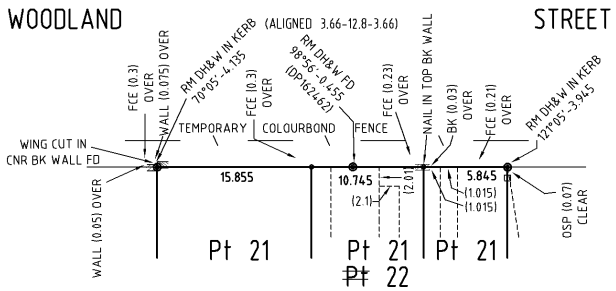
LOT 21 IS UNLIMITED IN DEPTH AND HEIGHT EXCEPT FOR THE PORTION DENOTED (B1) WHICH IS LIMITED IN DEPTH TO RL54

LOT 22 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL54

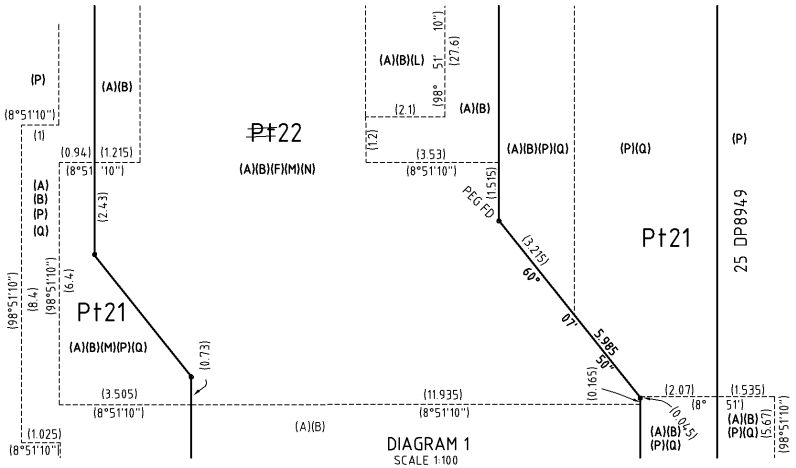
(A) EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM
(B) EASEMENT FOR SERVICES VARIABLE WIDTH
(F) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(G) EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE
(H) EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE
(L) EASEMENT FOR PARKING 2.1 WIDE LIMITED IN STRATUM
(M) RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM
(N) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM
(P) EASEMENT FOR SUPPORT VARIABLE WIDTH
(Q) EASEMENT FOR LANDSCAPING AND PEDESTRIAN PATHWAY VARIABLE WIDTH
(X) EASEMENT FOR DRAINAGE 0.915m WIDE (VIDE. BK 2426 NO 800)

THE FOLLOWING EASEMENTS AFFECT THE WHOLE OF THOSE LOTS AS NOTED IN THE ACCOMPANYING SECTION 88B :

EASEMENT FOR LIGHT AND AIR AFFECTING THE WHOLE OF THE LOT
EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT
EASEMENT FOR OVERLAND FLOW AFFECTING THE WHOLE OF THE LOT



2 RL'S AND DETAIL
NOT TO SCALE



PM57108 - PM557 188°09'13" - 186.713 (SURVEY)
188°09'13" - 186.705 (MGA GRID)
PM557 - PM1159 293°30'10" - 194.062 (SURVEY)
293°30'14" - 194.006 (MGA GRID)
PM1161 - PM57108 104°01'41" - 185.314 (SURVEY)
104°01'42" - 185.274 (MGA GRID)

CLAUSE 35 (1) (b) AND CLAUSE 61 (2) OF SURVEYING REGULATION 2006

MARK	MGA EASTING	MGA NORTHING	ORDER	CLASS	HEIGHT	CLASS	METHOD	ORIGIN
PM 1161	339 217.788	6 259 583.407	2	B	32.211	LB	SCIMS	SCIMS
PM57108	339 397.521	6 259 538.500	2	B	26	U	SCIMS	SCIMS
PM557	339 371.043	6 259 353.698	2	B	40.210	LB	SCIMS	SCIMS
PM1159	339 193.149	6 259 431.063	2	B	44.321	LB	SCIMS	SCIMS

COMBINED SCALE FACTOR 0.999913 ZONE 56

M.G.A CO-ORDINATES ADOPTED FROM S.C.I.M.S AS AT 21 JULY 2008

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor : ANTHONY GUY MITCHELL
Date of Survey : 18 AUG 2008
Surveyor's Ref : 2220DP01i2.dwg

PLAN OF SUBDIVISION OF LOT A DP382578 AND LOTS A & B DP162462 & EASEMENTS OVER LOT 201 DP1065493, LOT 7 DP9650, LOT 2 DP303359, LOT 25 DP8949 & LOTS A & B DP347250

LGA: MANLY
Locality : BALGOWLAH
Subdivision No: 4482/S
Lengths are in metres. Reduction Ratio 1: 400

Registered 28.09.2009

DP1134518

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION SURVEYORS REFERENCE 2220DP01i2.dwg ISSUED: 15 Sept, 2009

PLAN AMENDMENTS IN LPI PRIOR TO REGISTRATION AT SURVEYORS REQUEST

Req:R177685 /Doc:DP 1134518 P /Rev:28-Sep-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 3 DP1134518
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

Req:R177685 /Doc:DP 1134518 P /Rev:28-Sep-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

ePlan

Warning will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (A)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (B)
3. EASEMENT FOR LIGHT AND AIR AFFECTING THE WHOLE OF THE LOT
4. EASEMENT FOR CONSTRUCTION PURPOSES AFFECTING THE WHOLE OF THE LOT
5. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (F)
6. RIGHT OF ACCESS VARIABLE WIDTH LIMITED IN STRATUM (M)
7. RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (N)
8. EASEMENT FOR PARKING 2.1 WIDE LIMITED IN STRATUM (L)
9. EASEMENT FOR OVERLAND FLOW AFFECTING THE WHOLE OF THE LOT
10. EASEMENT FOR OVERLAND FLOW AFFECTING THE WHOLE OF THE LOT
11. EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE (G)
12. EASEMENT FOR DRAINAGE AND OVERLAND FLOW 2 WIDE (H)
13. EASEMENT FOR SUPPORT VARIABLE WIDTH (P)
14. EASEMENT FOR LANDSCAPING AND PEDESTRIAN PATHWAY VARIABLE WIDTH (Q)

SEE ADDITIONAL SHEETS FOR SIGNATURES

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein
(insert 'subdivision' or 'new road')

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

Consent Authority: Manly Council
Date of Endorsement: 21.8.09
Accreditation no: N/A
Subdivision Certificate no: 4482/5
File no: 4482/5

* Delete whichever is inapplicable.

DP1134518

Registered: 28.09.2009
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT A DP382578 AND LOTS A & B DP162462 & EASEMENTS OVER LOT 201 DP1065493, LOT 7 DP9650, LOT 2 DP303359, LOT 25 DP8949 & LOTS A & B DP347250

LGA: MANLY
Suburb/Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation, 2006

I, ANTHONY GUY MITCHELL
of STRATASURV PO BOX 305 FIVE DOCK NSW 2046
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 18-08-2008

The survey relates to LOTS 21 & 22

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature ..... *Dated:* 03/07/2009
Surveyor registered under the Surveying Act, 2002

Datum Line: "X" - "Y"
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP776824	DP1102617	DP347250	DP1065493	DP8949
DP9650	DP499756	DP864555	DP162462	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 2220DP01i2.dwg

Req:R177685 /Doc:DP 1134518 P /Rev:28-Sep-2009 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF SUBDIVISION OF LOT A DP382578 AND LOTS A & B DP162462 & EASEMENTS OVER LOT 201 DP1065493, LOT 7 DP9650, LOT 2 DP303359, LOT 25 DP8949 & LOTS A & B DP347250

DP1134518

Registered: 28.09.2009

*OFFICE USE ONLY

Subdivision Certificate No: 4482/5

Date of Endorsement: 21.08.2009

SIGNED by STOCKLAND DEVELOPMENT PTY LIMITED (ACN:000064835) by its Attorney.
under a Power of Attorney dated registered Book oin the presence of:on behalf of Stockland Development Pty Ltd (ACN 000 064 835) by BENJAMIN PHILIP DODWELL under Power of Attorney registration in Book 4541 No. 461 who declares that he has no notice of revocation of the said Power of Attorney:

Benjamin Philip Dodwell

Attorney

Print Name

Witness

Print Name

Occupation and address of witness

Date

Attorney

Print Name

Witness

TIM BEATTIE

Print Name

DEVELOPMENT MANAGER, 11 YARALLA ST, NEWTOWN, NSW 2042.

Occupation and address of witness

24-08-09.

Date

EXECUTION:

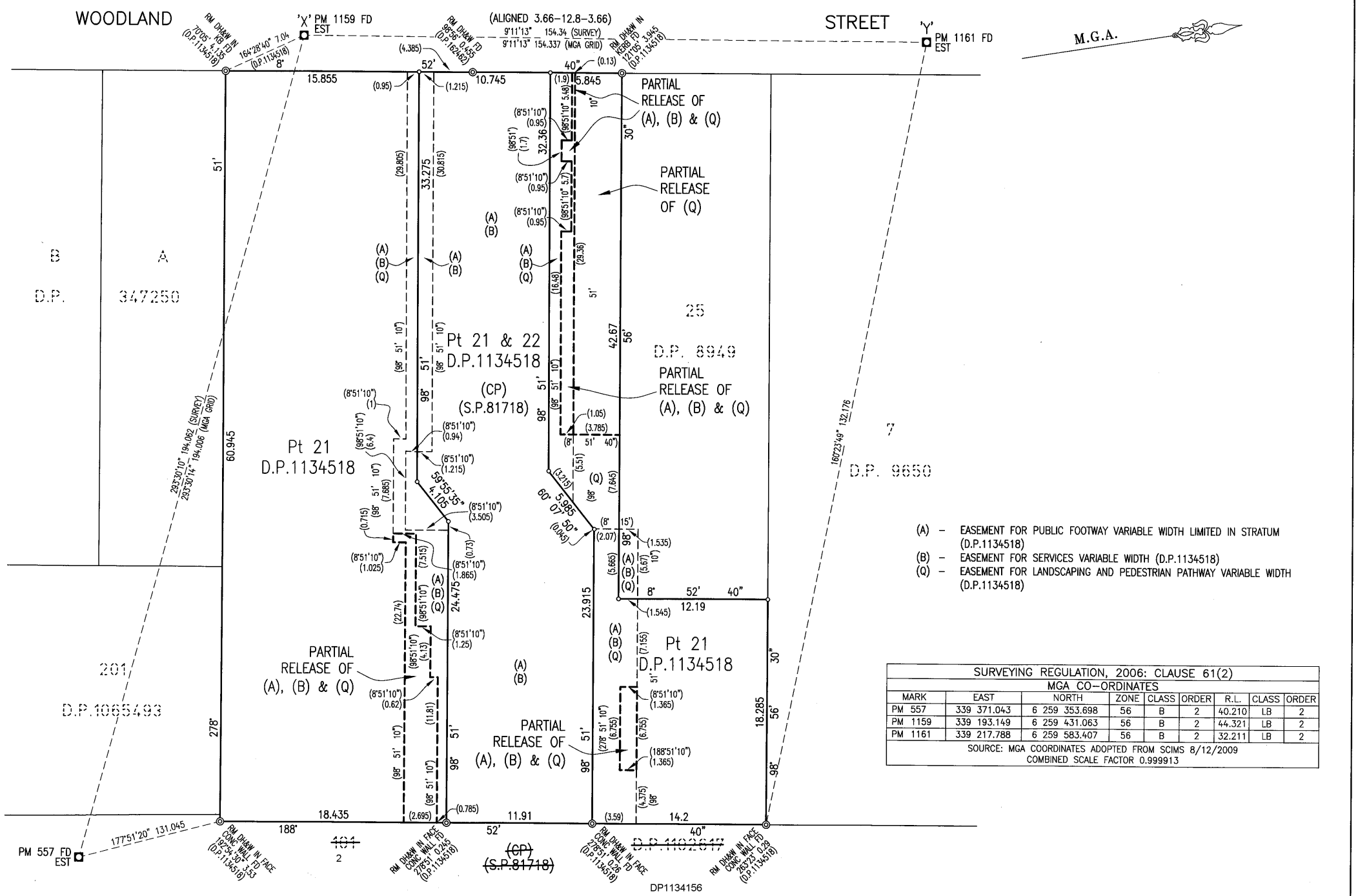
SIGNED SEALED AND DELIVERED for and on behalf of EnergyAustralia by KATHERINE MARGARET GUNTON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401

Attorney

Witness

SURVEYOR'S REFERENCE: 2220DP01i2.dwg

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



(A) – EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (D.P.1134518)
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH (D.P.1134518)
(Q) – EASEMENT FOR LANDSCAPING AND PEDESTRIAN PATHWAY VARIABLE WIDTH (D.P.1134518)

SURVEYING REGULATION, 2006: CLAUSE 61(2)								
MGA CO-ORDINATES								
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER
PM 557	339 371.043	6 259 353.698	56	B	2	40.210	LB	2
PM 1159	339 193.149	6 259 431.063	56	B	2	44.321	LB	2
PM 1161	339 217.788	6 259 583.407	56	B	2	32.211	LB	2
SOURCE: MGA COORDINATES ADOPTED FROM SCIMS 8/12/2009 COMBINED SCALE FACTOR 0.999913								

Surveyor: MARK JOHN ANDREW
Date of Survey: 8/12/09
Surveyor's Ref: 020312 EASE

PLAN OF PARTIAL RELEASE OF EASEMENTS AFFECTING LOT 21 D.P.1134518

LGA: MANLY
Locality: BALGOWLAH
Subdivision No: 4487/L
Lengths are in metres. Reduction Ratio 1: 200(A2)

REGISTERED 7-4-2010

DP1150157 P

X:\02JOBS\020312_Balgowlah Village\WOODLAND-ST\FINAL EASEMENT PLAN\EASEMENT-RELEASE-WOODLAND.dwg

Req:R177692 /Doc:DP 1150157 P /Rev:08-Apr-2010 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

Req:R177692 /Doc:DP 1150157 P /Rev:08-Apr-2010 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

PLAN FORM 6 WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

SCHEDULE 1A

1. EASEMENT FOR PUBLIC FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (A) (D.P.1134518) (PARTIALLY)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (B) (D.P.1134518) (PARTIALLY)
3. EASEMENT FOR LANDSCAPING AND PEDESTRIAN PATHWAY VARIABLE WIDTH (Q) (D.P. 1134518) (PARTIALLY)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
Date:.....
File Number:.....
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed.....subdivision..... set out herein
(insert 'subdivision' or 'new road')

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

Consent Authority: Manly Council
Date of Endorsement: 11.3.10
Accreditation no: N/A
Subdivision Certificate no: 4487/L
File no: 4487/L

* Delete whichever is inapplicable.

DP1150157 S

Registered: 7-4-2010
Title System: TORRENS
Purpose: EASEMENT

PLAN OF PARTIAL RELEASE OF EASEMENTS AFFECTING LOT 21 D.P.1134518

LGA: MANLY
Locality: BALGOWLAH
Parish: MANLY COVE
County: CUMBERLAND

Surveying Regulation, 2006

I, MARK JOHN ANDREW
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 8/12/2009

The survey relates to
PARTIAL RELEASE OF EASEMENT
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature M. J. Andrew *Dated:* 10/12/09.
Surveyor registered under the Surveying Act, 2002

Datum Line: 'X'-'Y'
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

D.P. 1134518

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: *020312 EASE*

* OFFICE USE ONLY

Req:R177692 /Doc:DP 1150157 P /Rev:08-Apr-2010 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

PLAN FORM 6 (HEAD OFFICE) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF PARTIAL RELEASE OF EASEMENTS AFFECTING LOT 21 D.P.1134518

DP1150157

Registered: 7-4-2010

Subdivision Certificate No: 4487/L

Date of Endorsement: 11-3-2010

Executed by **Stockland Development** Pty Limited ABN 000 064 835 by its Attorneys BENJAMIN PHILIP DODWELL under a Power of Attorney dated registered Book 4566 No 485 in the presence of:

Signature of Witness

CARMEL KELLY
Name of Witness

Signature of Attorney

BEN DODWELL
Name of Attorney

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

The common seal of **The Owners - Strata Plan No 81718** was affixed on 11/3/10 ~~2009~~ in the presence of DYNAMIC PROPERTY SERVICES PTY LTD, being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing seal

THE OWNERS - STRATA PLAN No. 81878 Common Seal

SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its Attorney WALTER PATTERSON duly appointed by Power of Attorney dated 18th July 1996 and who hereby states that he has not received any notice of the revocation of such Power of Attorney. (Registered Book 4139 No. 734)

Executed by **Manly Council** by its Authorised Officer in the presence of:

Signature of Witness

HELGA SOBOTTA JP 141203
Name of Witness

Signature of Authorised Officer

DAVID STRAY
Name of Authorised Officer

SURVEYORS REFERENCE: *020312 EASE*

X:\02JOBS\020312_Balgowlah Village\WOODLAND-ST\FINAL EASEMENT PLAN\EASEMENT-RELEASE-WOODLAND-ADMIN-SHT02.dwg

* OFFICE USE ONLY

Pending

This page is a temporary placeholder for the 1137108 which will be removed and replaced with the certificate once available from the authority.

Ordered: 14/05/2026 01:55:49 PM
Order ID: 194511129

Req:R177696 /Doc:DL AI828670 /Rev:03-Feb-2015 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

Form: 11R
Release: 2.1
www.lands.nsw.gov.au

REQUEST

New South Wales
Real Property Act 1900

AI828670H

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) **STAMP DUTY**

If applicable. Office of State Revenue use only

(B) **FOLIO OF THE REGISTER**

CP/SP 81718, 2/1134156, 3/1134156

(C) **REGISTERED DEALING**

Number	Folio of the Register

(D) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any	CODE
1W	DYNAMIC PROPERTY SERVICES PTY LTD DX 11643 SYDNEY DOWNTOWN Reference: Lisa Branson 02 9267 6334	R

(E) **APPLICANT**

The Owners Corporation SP81718, The Owners Lot 2 DP 1134156, The Owners Lot 3 DP 1134156

(F) **NATURE OF REQUEST**

Amendments to the Strata Management Statement

(G) **TEXT OF REQUEST**

Amend Strata Management Statement as per Annexure A

DATE

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Signature of applicant:

Name of witness: SEE ATTACHED ANNEXURES
Address of witness:

-425P

Req:R177696 /Doc:DL AI828670 /Rev:03-Feb-2015 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:2 of 10
© Office of the Registrar-General /Src:InfoTrack /Ref:900300

ANNEXURE A

THE VILLAGE, BALGOWLAH BMC

UNANIMOUSLY RESOLVED that pursuant to clause 10.11 of the Strata Management Statement the Building Management Committee amend the Strata Management Statement as follows:

Remove the insurance percentage splits currently outlined in Schedule 1 of the Strata Management Statement (as shown below):

	Shared Facility	Description/Purpose	Member Benefited	Cost Allocation	Explanation
SF15	Insurance	Shared Costs for insurance include all premiums under policies effected by the Committee according to the Statement; valuations for insurance purposes; insurance broker fees; excess on insurance policies effected by the Committee, and any other costs incurred by the Committee to effect an insurance policy or under an existing policy.	All Members	Residential 39% Retail 57% Club 4%	Allocation based on quotations obtained from Marsh (insurance broker) taking into consideration the risk loading for each lot.

and replace the percentage splits with the words "to be determined by the insurer or broker each year" (as shown below):

	Shared Facility	Description/Purpose	Member Benefited	Cost Allocation	Explanation
SF15	Insurance	Shared Costs for insurance include all premiums under policies effected by the Committee according to the Statement; valuations for insurance purposes; insurance broker fees; excess on insurance policies effected by the Committee, and any other costs incurred by the Committee to effect an insurance policy or under an existing policy.	All Members	To be determined by the insurer or broker each year	Allocation based on determination of the insurer or broker each year.

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UNANIMOUSLY RESOLVED that the Building Management Committee add the following item to the Strata Management Statement, List of Shared Facilities (Schedule A), pursuant to clause 10.17 of the Strata Management Statement and that this amendment be registered at the Land Property Management Authority.

Shared Facility	Location	Description	Member Benefited	Cost Allocation
Rang Hood (Awning)	Wyndham Building	Hood will stop hot air from the retail building backing onto the Wyndham Building.	Residential	50% Residential and 50% Retail

UNANIMOUSLY RESOLVED that the Building Management Committee accepts the recommended changes to the Strata Management Statement as follows:
Remove the Electricity Usage splits currently outlined in Schedule 1 of the Strata Management Statement (as shown below):

	Shared Facility	Description/Purpose	Member Benefited	Cost Allocation	Explanation
SF22	Electricity Usage		All Members	Residential 60% Retail 37% Club 3%	Allocation based on GFA of the three Stratums. Residential 26,880 Retail 16,680 Club 1,520

and replace the percentage splits as per the recommendations made by the Ecosave (as shown below):

	Shared Facility	Description/Purpose	Member Benefited	Cost Allocation	Explanation
SF22A	Electricity Usage - Residential	Electricity consumption by shared facilities servicing The Owners – Strata Plan 81718	The Owners – Strata Plan 81718	100%	Based of energy consumption measured through existing meters and sub-meters
SF22B	Electricity Usage – Retail	Electricity consumption by shared facilities servicing Retail Stratum	Retail Stratum Lot	100%	Based of energy consumption measured through existing meters and sub-meters

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SF22C	Electricity Usage – Club	Electricity consumption by shared facilities services the club	Club Stratum Lot	100%	Based of energy consumption measured through existing meters and sub-meters

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Approved Form 8

Certificate of Owners Corporation

The Owners – Strata Plan No. 81718 certifies that on 24 September 2013 it passed a special resolution accepting a:

Amendment to the Strata Management Statement filed with SP81718
Pursuant to Section 28V(1)(a) of the *Strata Schemes (Freehold Development) Act 1973*

The Common Seal of the **Owners S.P. 81718** was hereunto affixed on 13 August 2014 in the presence of Dynamic Property Services P/L being the person(s) authorised by Section 238 of the Strata Schemes Management Act, to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 81718 Common Seal

SIGNED by DYNAMIC PROPERTY SERVICES PTY LTD (ABN 67 002 006 760) by its attorney LISA BRANSON duly appointed by Power of Attorney dated 11 April 2011 and who hereby states that she has not received any notice of the revocation of such Power of Attorney. (Registered Book 4611 Number 45

Signature of witness: M. Curtin

Name(s): Margaret Curtin, Level 5, 162 Goulburn St, Sydney NSW 2010

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ANNEXURE A

The Trust Company Limited , the registered proprietor of **Lot 2** in **DP 1134156** hereby gives permission to register the amendments/additions to the Strata Management Statement.

~~Signed by~~ _____
~~(company name)~~
~~in accordance with Section 127 of the Corporations Act in the presence of~~

~~Name:~~ _____ ~~Name:~~ _____

~~Signature:~~ ~~Signature:~~

_____ _____

~~Secretary/Director~~ ~~Director~~

~~This document must be signed in accordance with Section 127 of the Corporations Act or by power of attorney (POA). If under POA, a copy of the POA or registration details should be returned with this form.~~

~~This document must be signed by either:~~
~~(a) two directors; or~~
~~(b) a director and a secretary; or~~
~~(c) if you are the sole director and sole secretary, only one signature is required. You must state that you are the sole director and sole secretary next to your signature.~~

COMMON SEAL (optional)

Executed on behalf of **The Trust Company Limited** (ACN 004 027 749) in its capacity as custodian by TRENT FRANKLIN pursuant power of attorney Book 4594 No. 26 in the presence of:

Signature of witness

Rotnedup Nor

Name of witness

Level 25, 133 Castlereagh Street
Sydney NSW 2000

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Trent Franklin
Manager Property and Infrastructure Custody Services

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ANNEXURE A

Manly Warringah Masonic and Community Club Ltd, the registered proprietor of **Lot 3** in **DP 1134156** hereby gives permission to register the amendments/additions to the Strata Management Statement.

Signed by MANLY WARRINGAH MASONIC AND COMMUNITY CLUB LTD.
(company name)
in accordance with Section 127 of the Corporations Act in the presence of

Name: G. J. MILNER

Signature:

Secretary/~~Director~~

Name: William Dunlop

Signature:

WILLIAM DUNLOP

Director

This document must be signed in accordance with Section 127 of the Corporations Act or by power of attorney (POA). If under POA, a copy of the POA or registration details should be returned with this form.

This document must be signed by either:
(a) two directors; or
(b) a director and a secretary; or
(c) if you are the sole director and sole secretary, only one signature is required. You must state that you are the sole director and sole secretary next to your signature.

COMMON SEAL (optional)

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AI 828670

Group Legal

133 Castlereagh Street
Sydney NSW 2000

T 02 9035 2000
F 02 8988 2000

www.stockland.com.au

GPO BOX 998
Sydney NSW 2001

Stockland

12 December 2014

The Registrar General
Land & Property Information
1 Prince Albert Rd
Sydney NSW 2000

FILMED WITH AI 828670

Dear Sir

Re caveat AF404479M

Stockland Development Pty Ltd is the caveator under registered dealing AF404479M.

On behalf of Stockland I confirm that Stockland consents to the registration of the request by the Owners Corporation SP81718, The Owners Lot 2 DP1134156 and The Owners Lot 3 DP1134156 (as **attached**) to register amendments to the Strata Management Statement.

Yours faithfully

Michelle Phibbs
Senior Legal Counsel – Residential

RELODGED

15 DEC 2014

TIME: 10:20

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AI828670

Commonwealth Bank

Commonwealth Bank of Australia
ACN 123 123 124

BBC Northern Metro

Level 2
691 Pittwater Road
Dee Why NSW 2099

PO Box 425
Dee Why
NSW 2099

Telephone (02) 8314 0573
Facsimile (02) 9931 7344
DX 1020 Sydney (2851 001)
Internet: www.commbank.com.au
Email kirkbywj@cba.com.au

FILMED WITH
AI828670

NSW Land and Property Information
GPO Box 15
Sydney NSW 2001

17 July 2014

Dear Sir, madam,

Consent to Amendment to Strata Management Statement

Client name: MANLY WARRINGAH MASONIC AND COMMUNITY CLUB LTD
Title reference: 3/1134156

Commonwealth Bank of Australia ("CBA") as mortgagee under the mortgage dated 21/12/2009 registered number AF243242 (Mortgage) consents to the Amendment to strata management statement.

CBA's rights, powers and remedies under the Mortgage will remain in full force and effect.

The Certificate of Title has been produced under Production Slip number D259127 on 7/8/2014. .

Yours faithfully

Will Kirkby
Relationship Manager

COMMONWEALTH BANK OF AUSTRALIA
LBB SYDNEY
METRO NORTH
062-878 062-878

RELODGED
15 DEC 2014
TIME: 10:20

L3U 0401

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AI828670

Ausgrid

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

Telephone No: (02) 9269 2903
Facsimile No: (02) 9269 2919
Reference: 2014/3163

FILMED WITH AI 828670

23 October 2014

The Director
Land and Property Management Authority
Queens Square
(GPO Box 15)
Sydney NSW 2001

AUSGRIDS SUBSTATION PREMISES No. 16984 AND REQUEST TO AMEND STRATA MANAGEMENT STATEMENT LOT 2 IN DP1134156 AT CONDAMINE STREET, BALGOWLAH.

Dear Sir,

Ausgrid formerly Energy Australia has an Electricity Substation at this location secured by a Lease. Dynamic Property Services Pty Ltd acting for the owners Harbourview Nominees have requested Ausgrid as lessee consent to the registration of Transfer Granting Easement.

Ausgrid as lessee under registered lease AF43771 expiring 16.9.2059 hereby consents to the registration of Request to Amend Strata Management Statement over the land comprised in Certificate of Title Lot 2 in DP1134156.

This Consent does not affect the right for the lease to remain recorded on title nor does it affect the rights claimed under the lease.

Yours Faithfully,

GLENN ELMORE
FOR MANAGER – Property Services South

RELODGED
15 DEC 2014
TIME: 10:20

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ePlan

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support and Shelter affecting the whole of the lot	1, 2, 3	Each other lot
2	Easement for Services affecting the whole of the lot	1, 2, 3	Each other lot
3	Easement for Emergency Egress affecting the whole of the lot	1, 2, 3	Each other lot
4	Easement for Public Footway variable width limited in stratum (A)	1, 2	Council
5	Right of Footway variable width limited in stratum (B)	2, 3	1
6	Right of Public Access variable width limited in stratum (C)	2, 3	Council
7	Easement for Construction Purposes affecting the whole of the lot	1, 3 2, 3	2 1

the Village, Balgowlah
(Stratum Plan)

DSlay

Authorised Officer of Manly Council

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ePlan

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

(Sheet 2 of 31 sheets)

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

8	Easement for Drainage 1.5 wide & variable width limited in stratum (G)	1, 2 2	21/1134518 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359 200/1065493 1
9	Easement for Overland Flow variable width limited in stratum (H)	2	Council
10	Easement for Drainage 1.5 wide and variable width limited in stratum (J)	1, 2, 3	Council
11	Easement for Kitchen Exhaust affecting the whole of the lot	1	2
12	Right to Use Grease Arrestor No. 1 affecting the whole of the lot	1	2
13	Easement for Airconditioning Service affecting the whole of the lot	1	2

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

14	Easement for Car Park Exhaust affecting the whole of the lot	1 2	2 1
15	Restriction on Use of Land	1	Council
16	Positive Covenant	1	Council
17	Easement for Construction Purposes affecting the whole of the lot	1	21/1134518 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359
18	Easement for Overland Flow variable width limited in stratum (H)	2 2	21/1134518 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359 200/1065493 1
19	Right to Use Grease Arrestor No. 2 affecting the whole of the lot	2	3

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

20	Easement for Future Services affecting the whole of the lot	1, 2, 3	Each other lot
21	Positive Covenant	2	Council
22	Right of Public Access variable width limited in stratum (Q)	1	Council
23	Easement for Art variable width limited in stratum (R)	1	2
24	Easement for Public Parking variable width limited in stratum (S)	2, 3	Council

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means the Conveyancing Act 1919.

Airspace means the airspace of the Lot Burdened.

Authorised User means any person authorised by the Grantee or a prescribed authority (as the case may be) and includes:

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/s

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(a) if a Strata Plan is registered over any Lot Benefited, each registered proprietor of a lot in that Strata Scheme and any occupier or lessee of that lot as authorised by the Owners Corporation; and

(b) where the Grantee is an Authority Benefited, the officers, servants, agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

Authority means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes:

(a) any officers, servants, agents and workmen of the Authority and any other person authorised by the Authority; and

(b) the Council.

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

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

Council means Manly Council.

Council Authorised Users means each and every member of the public without the need for any specific authority of Council.

Detention System means the on-site stormwater detention system including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detail stormwater.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

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

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Grantee means:

(a) the registered proprietor of a Lot Benefited; and

(b) if, from time to time, a strata scheme exists in respect of a Lot Benefited, the owners corporation in respect of that strata scheme; and

(c) an Authority Benefited.

Grantor means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a strata scheme exists in respect of a Lot Burdened, the owners corporation in respect of that strata scheme.

Grease Arrestor means the grease arrestor constructed within the site together with any associated pipes, services and equipment.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Services includes water, sewerage, drainage, stormwater, gas, electricity, oil, garbage, conditioned air, telephone, television or radio impulses or signals service or any other prescribed service.

Strata Plan means a strata plan registered under the Freehold Act.

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Strata Management Statement means a strata management statement registered in accordance with the Freehold Act which applies to any of the lots in the Plan.

Strata Scheme means a strata scheme created under the Freehold Act.

1.2 Each Easement covenant and restriction contained within this Instrument 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 with which the right is capable of enjoyment; and

(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 with which the right is capable of enjoyment,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements, covenants and restrictions.

1.3 Each Grantor and Grantee:

(a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and

(b) must use reasonable endeavours to ensure its Authorised User (other than members of the public) complies with the terms of each relevant easement, covenant and restriction.

1.4 The word "includes" in any form is not a word of limitation.

1.5 Headings do not affect the interpretation of this Instrument.

1.6 If there is an inconsistency between the terms of an Easement and a Strata Management Statement including the apportionment of costs, the Strata Management Statement prevails to the extent of the inconsistency provided that this subclause shall not apply in relation to items 4, 6, 9, 10, 15, 16, 21 and 22 and 24 of Part 1.

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

2. Terms of Easement for Support and Shelter affecting the whole of the lot numbered 1 in the plan

An Easement for support and shelter as defined in and the subject of section 8AA of the Freehold Act as if the easement was created under that section of the Freehold Act.

3. Terms of Easement for Services affecting the whole of the lot numbered 2 in the plan

3.1 An easement for services created under as defined in and the subject of section 8AB of the Freehold Act as if the easement was created under that section of the Freehold Act.

3.2 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the services or the Easement Site.

3.3 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

3.4 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

4. Terms of Easement for Emergency Egress affecting the whole of the lot numbered 3 in the plan

4.1 Subject to the terms of this Easement, the Grantee and its Authorised Users may:

(a) use the Lot Burdened for the purpose of egress from the Lot Benefited in the case of emergency; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work, such as repairing, replacing or maintaining trafficable surfaces or structures (without being obliged to do so).

DSlang
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Authorised Officer of Manly Council

TB

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 448 3/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

4.2 In exercising those powers, the Grantee must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on it; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

5. Terms of Easement for Public Footway variable width limited in stratum (A) numbered 4 in the plan

5.1 The rights granted under this easement for Public Footway are subject to completion of construction of the public footway and the Grantor must complete construction by 31 December, 2009.

5.2 The Council and Council Authorised Users may pass and repass over that part of the Lot Burdened designed for pedestrian use at all times and for all lawful purposes:

(a) on foot (but not using rollerblades, skateboards, scooters or similar items of equipment); and

(b) with wheelchairs or other disabled access aids; and

(c) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired).

5.3 The Grantor may make rules relating to the use of the Easement Site under the Strata Management Statement but not without the consent of Council thereto, which consent shall not be unreasonably withheld.

5.4 The Council and Council Authorised Users must comply with any rules made under the Strata Management Statement.

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5.5 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) members of the public, if that member of the public:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

Council

6. Terms of Right of Footway variable width limited in stratum (B) numbered 5 in the plan

6.1 The Grantee and its Authorised Users may pass and repass over that part of the Lot Burdened designed for pedestrian use at all times and for all lawful purposes:

(a) on foot (but not using rollerblades, skateboards, scooters or similar items of equipment); and

(b) with wheelchairs or other disabled access aids; and

(c) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired).

6.2 In exercising its rights under this Easement, the Grantee and its Authorised Users must cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened.

7. Terms of Right of Public Access variable width limited in stratum (C) numbered 6 in the plan

7.1 In this Easement:

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(a) **"Building "E"** means the building comprising the gymnasium and retail shops adjacent to Condamine Street;

(b) **"Building E Seating Area"** means that part of the Seating Area on the western side of Building E;

(c) **"Pedestrian Area"** means that part of the Plaza Area designated "PA" on the Plan.

(d) **"Plaza Area"** means, that part of the Lot Burdened shown on the plan as "C"

(e) **"Seating Areas"** means that part of the Plaza Area designated "SA" on the Plan.

(f) **"Special Event"** means a festival, concert, market or other similar function.

7.2 The rights granted under this Right of Public Access are subject to:

(a) completion of construction of the Plaza Area and the Grantor must complete construction by 31 December, 2009;

(b) a right for the Grantor (and any person authorised by the Grantor) to the exclusive use and enjoyment of the Seating Areas and any additional seating areas that may be agreed between the Grantor and Grantee from time to time acting reasonably provided the proposed additional seating areas do not impede the rights of Council under clause 7.4. Council will not be entitled to charge a license or other fee for the use by the Grantor (or any person authorised by the Grantor) of the Seating Areas (and any additional seating areas). The Grantor must ensure that the Pedestrian Area is kept clear at all times to maintain unimpeded pedestrian access to and from the Plaza Area and premises facing onto the Plaza Area.

7.3 Subject to clause 7.2, Council and Council Authorised Users may access the Plaza Area at all times and for all lawful purposes:

(a) on foot (but not using rollerblades, skateboards, scooters or similar items of equipment); and

(b) with wheelchairs or other disabled access aids; and

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(c) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired); and

(d) may cross, recross, sit, enjoy and relax within the Easement Site.

7.4 Subject to clause 7.2, Council will be permitted to hold Special Events in the Plaza Area from time to time on an occasional and periodic basis on such terms and conditions agreed in writing between the Grantor and Council acting reasonably and Council shall have the right to require the moving of furniture from the Building E Seating Area so as to enable usage of the Building E Seating Area for up to three (3) Special Events in any calendar year.

7.5 The Grantor must not permit any stalls or kiosks or the like within the Plaza Area other than on a temporary basis (ie for no more than 14 days at a time) and only for purposes such as charity fundraisings or other community activities, or for such other activities as may be agreed in writing with Council..

7.6 The Council must:

(a) have in place an insurance policy for public liability for an amount of not less $20 million for each Special Event;

(b) provide the Grantor with full details of the proposed Special Event including hours and type of event not less than 14 days prior to the Special Event; and

(c) ensure that a Special Event does not impede access to any premises facing onto the Plaza Area by the placing of floats, stalls, exhibits or the like.

7.7 A Special Event must not unreasonably interfere with the use and enjoyment of the owner and any occupier of the Lot Burdened and the Plaza Area having regard to the nature of the Special Event.

7.8 The Council must immediately undertake any repairs for any damage, but not for any fair wear and tear, caused to the Plaza Area during any Special Event. In exercising those powers, the Council must:

(a) ensure all work is done properly; and

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/s

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(b) cause as little inconvenience as is practicable to the use of the Plaza Area and any owner or occupier adjoining same; and

(c) cause as little damage as is practicable to the Plaza Area and any improvements on it; and

(d) restore the Plaza Area to its former condition prior to the damage; and

(e) make good any damage occasioned in undertaking the repair works.

7.9 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened and the Special Events able to be carried out thereon), may remove (or refuse entry to) members of the public if that member of the public:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

7.10 Council acknowledges that the height of the Plaza Area is subject to the soffits located within the Lot Burdened but otherwise is 6 metres.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.

Council

8. Terms of Easement for Construction Purposes affecting the whole of the lot numbered 7 in the plan

8.1 In this Easement, "**Development Consent**" means consent DA101/06, DA314/07 and DA55/08 as amended by any section 96 modification and as may be further amended or varied from time to time.

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

8.2 The Grantee and its Authorised Users may:

(a) use the Airspace and the Lot Burdened to facilitate the construction of improvements on the Lot Benefited; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened and encroaching on the Airspace;

(ii) taking anything on to the Lot Burdened;

(iii) carrying out work including installing, keeping and using any scaffolding, plant, equipment, signage and machinery on the Lot Burdened; and

(iv) temporarily closing parts of the Easement Site.

8.3 In exercising those powers, the Grantee and its Authorised Users must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

8.4 The rights under this Easement terminate on the date of completion of the construction of improvements on the Lot Benefited in accordance with the Development Consent (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

8.5 Upon satisfaction of the Sunset Event and upon request by the Grantor or Grantee, the Grantor and Grantee must do all things necessary (including making an application to the Land and

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 443/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Property Information NSW) to remove the record of the Easement from the title of the Lot Burdened and Lot Benefited.

9. Terms of Easement for Drainage 1.5 wide variable width limited in stratum (G) numbered 8 in the plan.

9.1 An easement for drainage of water in the terms of Part 8 Schedule 8 of the Conveyancing Act 1919 is created.

9.2 The Grantee, when exercising rights to carry out works within the Easement Site, must:

(a) give the Grantor not less than 7 days' notice (other than in case of an emergency) of proposed works;

(b) obtain the approval of the Grantor prior to the commencement of any works, which approval will not be unreasonably withheld provided the use and enjoyment of the Lot Burdened by the Grantor and Authorised Users will not be affected; and

(c) at all times ensure that access to the Lot Burdened is not impeded other than with the prior arrangement of the Grantor.

10. Terms of Easement for Overland Flow variable width limited in stratum (H) numbered 9 in the plan.

The Council may:

(a) drain water from any natural source through each Lot Burdened but only within the site of this easement; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened; and

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out work such as constructing, placing, repairing or maintaining channels and ditches.

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

10.2 In exercising those powers the Council must:

(i) ensure all work is done properly; and

(ii) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iv) restore the Lot Burdened as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 9 in the plan.

Council

11. Terms of Easement for Drainage 1.5 wide and variable width limited in stratum (J) numbered 10 in the plan

An easement for drainage of water in the terms of Part 7 Schedule 4A of the Conveyancing Act 1919 is created.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 10 in the plan.

Council

12. Terms of Easement for Kitchen Exhaust affecting the whole of the lot numbered 11 in the plan.

12.1 The Grantee may:

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(a) use, maintain, repair and replace any works of any nature, including channels, pipes, ducts and other structures and appurtenances to exhaust air in any quantities to and from the Lot Benefited across and through the Easement Site;

(b) use for the purposes of the easement any of the works already laid within the Easement Site for the purpose of the exhausting air;

(c) if no works exist, lay, place and construct the works beneath or upon the Lot Burdened including any surface of the Lot Burdened; and

(d) with any tools, implements or machinery necessary for the purpose, to enter upon the Lot Burdened and to remain there for any reasonable time to:

(i) lay, place, construct, inspect, clean, repair, maintain or renew the works or any part of them; and

(ii) open the soil of the Lot Burdened to the extent necessary for these purposes.

12.2 In exercising those rights, the Grantee and any Authorised User must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

13. Terms of Right to Use Grease Arrestor No. 1 affecting the whole of the lot numbered 12 in the plan.

13.1 The Grantee and any Authorised User may:

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(a) use, maintain, repair and replace the Grease Arrestor; and

(b) access the Lot Burdened for the purpose of using, maintaining, repairing and replacing the Grease Arrestor.

13.2 The Grantee and any Authorised User must keep the Grease Arrestor in good repair and safe condition.

13.3 In exercising those rights, the Grantee and any Authorised User must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

14. Terms of Easement for Airconditioning Service affecting the whole of the lot numbered 13 in the plan.

14.1 The Grantee may:

(a) use the Lot Burdened, but only with the Easement Site to provide the airconditioning service to and from the Lot Benefited; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened,

(ii) taking anything onto the Lot Burdened;

(iii) using any existing line of pipes; and

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(iv) carrying out works such as constructing, placing or repairing or maintaining pipes and equipment.

14.2 In exercising those rights, the Grantee must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

15. Terms of Easement for Car Park Exhaust affecting the whole of the lot numbered 14 in the plan.

15.1 In this Easement, "**air**" means the passage of air (including exhaust air) and any fumes or other impurities in that air generated from normal carpark use in quantities up to the maximum design level for the carpark.

15.2 If the Lot Burdened is a strata scheme, this easement attaches to the common property for the strata scheme and not the lots within the strata scheme.

15.3 This Easement gives full, free and unimpeded right for the Grantee and any Authorised User to:

(a) exhaust air through ducts, passageways and exhaust rooms located within the Lot Burdened and to and from the Lot Benefited; and

(b) use for the purposes of the Easement any of the works already laid within the Lot Burdened for the purpose of exhausting air; and

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(c) enter upon the Lot Burdened with any tools, implements or machinery necessary, and to remain there for any reasonable time, to inspect, clean, repair or maintain any part of the Lot Burdened used for carpark ventilation.

15.4 In exercising its rights under this Easement, the Grantee and its Authorised Users must:

(a) before entering the Lot Burdened give, except in the case of emergencies, a reasonable period of notice to the Grantor, or its nominee, of the intended exercise of the right and indicate generally the identity of any person authorised by it to exercise the rights granted under this Easement; and

(b) ensure that all work is done properly and in a good and workmanlike manner; and

(c) ensure that the work is fit for purpose and safe; and

(d) cause as little inconvenience as is practicable to the Grantor and any Occupier; and

(e) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(f) if damage is caused, restore the Lot Burdened as nearly as is practicable to its former condition; and

(g) make good any collateral damage; and

(h) ensure that any Authorised User must at all times while in or on the Lot Burdened identify itself to the Grantor or the Grantor's nominee upon demand by the Grantor or the Grantor's nominee.

16. Terms of Restriction on Use of Land numbered 15 in the plan.

16.1 The Grantor covenants with the Council in respect of the Detention System erected on the Lot Burdened that they will not:

(a) do any act, matter or thing which would prevent the Detention System from operating in an efficient manner;

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(b) make any alterations or additions to the Detention System or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Detention System without the express written consent of the Council.

16.2 This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Conveyancing Act, 1919.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 15 in the plan.

Council

17. Terms of Positive Covenant numbered 16 in the plan.

17.1 The Grantor covenants with the Council that they will maintain and repair the Detention System in accordance with the following terms and conditions:

(a) keep the Detention System clean and free from silt, rubbish and debris; and

(b) maintain and repair at the sole expense of the Grantor the whole of the Detention System so that it functions in a safe and efficient manner.

17.2 For the purpose of ensuring observance of the covenant, the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 2 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 Detention System.

17.3 By written notice the Council may require the Grantor 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 Detention System and to that extent section 88F(2)(a) of the Act is hereby to be amended accordingly.

17.4 Pursuant to section 88F(3) of the Act the Council as the prescribed authority shall have the following additional powers pursuant to this covenant:

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(a) In the event that the Grantor 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 work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 17.3).

(b) The Council may recover from the Grantor in a Court of competent jurisdiction:

(i) any expense reasonably incurred by it in exercising its powers under this clause 17 such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;

(ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

17.5 If the Lot Burdened is a strata scheme, this positive covenant attaches to the common property for the strata scheme and not the lots within the strata scheme.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 16 in the plan.

Council

18. Terms of Easement for Construction Purposes affecting the whole of the lot numbered 17 in the plan

18.1 The Grantee and its Authorised Users may use the Airspace to facilitate the construction of improvements on the Lot Benefited.

18.2 In exercising those powers, the Grantee and its Authorised Users must:

(a) ensure all work is done properly; and

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Authorised Officer of Manly Council

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 448 3/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

18.3 The rights under this Easement terminate on the date of issue of an occupation certificate for the Lot Benefited (**Sunset Event**) and on and from that date this easement is extinguished without further assurance.

18.4 Upon satisfaction of the Sunset Event and upon request by the Grantor or Grantee, the Grantor and Grantee must do all things necessary (including making an application to the Land and Property Information NSW) to remove the record of the Easement from the title of the Lot Burdened and Lot Benefited.

19. Terms of Easement for Overland Flow variable width limited in stratum (H) numbered 18 in the plan

19.1 The Grantee may:

(a) drain water from any natural source through each Lot Burdened but only within the site of this easement; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened; and

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out work such as constructing, placing, repairing or maintaining channels and ditches.

19.2 In exercising those powers the Grantee must:

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(i) ensure all work is done properly; and

(ii) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iv) restore the Lot Burdened as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

20. Terms of Right to Use for Grease Arrestor No. 2 affecting the whole of the lot numbered 19 in the plan

20.1 The Grantee and any Authorised User may:

(a) use, maintain, repair and replace the Grease Arrestor; and

(b) access the Lot Burdened for the purpose of using, maintaining, repairing and replacing the Grease Arrestor.

20.2 The Grantee and any Authorised User must keep the Grease Arrestor in good repair and safe condition.

20.3 In exercising those rights, the Grantee and any Authorised User must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

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(e) make good any collateral damage.

20.4 A Strata Management Statement may include provisions in respect of the use, repair and maintenance of the Grease Arrestor.

20.5 A Strata Management Statement may regulate the apportionment of costs in relation to this Easement.

20.6 The provisions of a Strata Management Statement will apply to the extent of any inconsistency with the terms of this Easement.

21. Terms of Easement for Future Services affecting the whole of the lot numbered 20 in the plan

21.1 In this easement:

(a) "**Future Services**" means any services approved in any construction certificate attached to the Development Consent.

(b) "**Development Consent**" means consent DA101/06, DA314/07 and DA55/08 as amended by any section 96 modification and as may be further amended or varied from time to time and including any other development consent in relation to the land the subject of the Plan in force at the date of registration of the Plan.

21.2 The Grantee may:

(a) use each Lot Burdened, but only within the Easement Site, to provide Future Services to or from each 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, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

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21.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Grantor and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

(e) make good any collateral damage.

22. Terms of Positive Covenant numbered 21 in the plan

22.1 In this Positive Covenant:

"**Car Park**" means the part of Lot 2 comprising a car park as shown on the plan;

"**Car Park Management Plan**" means the plan of management dated September, 2009, as amended by agreement between the Grantor and Council from time to time,

"**Club**" means Manly Warringah Masonic and Community Club situated on the Club Lot.

"**Club Lot**" means Lot 3 in the Plan.

"**Retail Shopping Centre**" means the retail shopping centre situated on the Lot Burdened.

22.2 The Grantor, at its own cost, must make the Car Park available for use by members of the public at all times that the Retail Shopping Centre and/or the Club are permitted to operate unless Council agrees in writing in any Car Park Management Plan to a change of hours. For the avoidance of doubt, "**members of the public**" includes:

(a) staff of any owner or occupier of Lot 2; and

(b) patrons of the Club.

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

22.3 The Grantor or its nominee may charge a reasonable fee for the use by a member of the public of the Car Park referred to in clause 22 provided that any such fee shall apply equally to all members of the public and no terms or conditions in relation thereto (including reduced fees, concessions, validations and Car Park free periods) shall discriminate between Car Park users unless Council agrees in writing in any Car Park Management Plan thereto.

22.4 The Grantor, at its own cost:

(a) must manage and maintain the Car Park; and

(b) may install and maintain a pay-station or other parking management system to regulate use of the Car Park

for the purpose of making the Car Park available for use by members of the public.

22.5 Subject to clause 22.6, the Grantor must consult with Council prior to:

(a) increasing the fees for users of the Car Park; and

(b) changing the time limit within which parking in the Car Park is free.

22.6 The Grantor and Council agree to comply with the consultation process set out in the Car Park Management Plan and act in good faith during that consultation process to achieve the objectives set out in the Car Park Management Plan.

Name of authority empowered to release, vary or modify the easement, profit á prendre, restriction, or positive covenant numbered 21 in the plan.

Council

23. Terms of Right of Public Access variable width limited in stratum (Q) numbered 22 in the plan

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

23.1 The rights granted under this Right of Public Access are subject to completion of construction of the landscaped area and the Grantor must complete construction by 31 December, 2009.

23.2 .Subject to clause 23.3, the Grantor grants to Council and Council Authorised Users the right to enter the Easement Site to

(a) cross, recross, sit, enjoy and relax; and

(b) walk along any walkways provided within the Easement Site.

23.3 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened) may remove (or refuse entry to) members of the public if that member of the public:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) causes excessive noise;

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened; or

(e) does not comply with any safety rules the Grantor makes regarding the use of the Easement Site.

23.4 If the Grantor makes any safety rules regarding the use of the Easement Site, the Grantor must erect a sign which sets out those rules provided that no such rules shall be made without the prior approval of Council, which approval must not be unreasonably delayed or withheld having regard to the area of the Easement Site and the use and enjoyment of the residential strata scheme.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 22 in the plan.

Council

24. Terms of Easement for Art variable width limited in stratum (R) numbered 23 in the plan

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

24.1 The Grantee may:

(a) use the Lot Burdened but only within the Easement Site to place, replace and maintain art; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work including installing, replacing and maintaining art on the Lot Burdened.

24.2 In exercising those powers, the Grantee and its Authorised Users must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and.

(e) make good any collateral damage.

25. Terms of Easement for Public Parking variable width limited in stratum (S) numbered 24 in the plan

25.1 In this Easement:

"**Car Spaces**" means the car spaces located within the Easement Site but excludes the Loading Area; and

"**Loading Area**" means that part of the Easement Site noted in "LA" on the plan.

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

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/5

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

25.2 Members of the public have a right to park motor vehicles within the Car Spaces for such time period as permitted by Council from time to time.

25.3 The Loading Area is available:

(a) between 7.00 am to midday Monday to Saturday only for the exclusive use by the owner of Lot 3 for the purposes of deliveries, loading and unloading; and

(b) at all other times, for members of the public for 15 minute parking or such other time period as permitted by Council from time to time.

Name of authority empowered to release, vary or modify the easement, profit á prendre, restriction, or positive covenant numbered 24 in the plan.

Council

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Authorised Officer of Manly Council

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ePlan

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

(Sheet 31 of 31 sheets)

Plan: DP1134156

Plan of Subdivision of Lot 101 in DP1102617, Lots 1 & 3 in DP701218, Lot 1 in DP206628 and Lot 22 in DP1134518 covered by Subdivision Certificate No. 4483/S

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Executed by Stockland Development Pty Limited ABN 000 064 835 by its Attorneys Barry John Mann under a Power of Attorney dated registered Book 4572 No 11 in the presence of:

Signature of Witness

Anna Potts
Name of Witness

Personal Assistant, Sydney
Occupation and address of Witness
133 CASTLEREAGH ST

Signature of Attorney

BARRY JOHN MANN
Name of Attorney

Signature of Witness

Name of Witness

Occupation and address of Witness

Signature of Attorney

Name of Attorney

Authorised Officer of Manly Council
DAVID STRAY
MANAGER DEVELOPMENT ASSESSMENT
15.9.09

the Village, Balgowlah
(Stratum Plan)

REGISTERED 13-10-2009

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

(Sheet 1 of 2 sheets)

Plan: DP1134515

Plan of Easement over Lot 101 in DP1102617 and Lots 1 & 3 in DP701218

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity and Other Purposes 1.5 wide and variable limited in stratum	101/1102617 1/701218	EnergyAustralia ABN 67 505 337 385
2	Right of Way variable width	101/1102617 1/701218 3/701218	EnergyAustralia ABN 67 505 337 385

Part 2 (Terms)

1. **Terms of Easement for Electricity and Other Purposes 1.5 wide and variable limited in stratum numbered 1 in the plan.**

   An easement is created on the terms and conditions set out in memorandum registered number AC2898041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

   Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 1 in the plan.

   EnergyAustralia

2. **Terms of Right of Way variable width numbered 2 in the plan**

   A right of way 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.

   Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 2 in the plan.

   EnergyAustralia

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

(Sheet 2 of 2 sheets)

Plan: DP1134515

Plan of Easement over Lot 101 in DP1102617 and Lots 1 & 3 in DP701218

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Executed for and on behalf of)
EnergyAustralia by CRAIG ROBERT JAMES)
)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528 No 401)
in the presence of:)

.....
Signature of Witness

BRIDGET ANNE THOMSON
Name of Witness (please print)

570 George Street
Sydney NSW 2000
.....
Address of Witness

.....
Signature of Attorney

CRAIG ROBERT JAMES
Name of Attorney

Executed by Stockland Development)
Pty Limited ABN 000 064 835)
by its Attorneys)
)
under a Power of Attorney dated 30 JANUARY 2008)
registered Book 4537 No 681)
in the presence of:)

.....
Signature of Witness

Tim Baillie
Name of Witness

LEVEL 2 133 CASTLEREAGH ST SYDNEY
~~Signature of Witness~~ ADDRESS.

.....
Name of Witness

.....
Signature of Attorney

M Buckingham
Name of Attorney

.....
Signature of Attorney

.....
Name of Attorney

REGISTERED 11-05-2009

4948652v2
the Village, Balgowlah
(Easement Plan)

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ePlan

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Public Footway variable width limited in stratum (A)	21 22 25/8949	Council
2	Easement for Services variable width (B)	22 21 25/8949	21 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359 22
3	Easement for Light and Air affecting the whole of the lot	22	21 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359

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the Village, Balgowlah (Preliminary Plan)

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

4	Easement for Construction Purposes affecting the whole of the lot	21	22
5	Right of Access variable width limited in stratum (F)	22	21 A/347250 B/347250 201/1065493 25/8949 7/9650 2/303359 200/1065493
6	Right of Access variable width limited in stratum (M)	21 22	Council
7	Right of Carriageway variable width and limited in stratum (N)	22	EnergyAustralia ABN 67 505 337 385
8	Easement for Parking 2.1 wide limited in stratum (L)	22	21 201/1065493 A/347250 B/347250 25/8949 7/9650 2/303359

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

9	Easement for Overland Flow affecting the whole of the lot	22 21 201/1065493 A/347250 B/347250 25/8949 7/9650 2/303359	21 201/1065493 A/347250 B/347250 25/8949 7/9650 2/303359 22
10	Easement for Overland Flow affecting the whole of the lot	22 21 ~~201/1064593~~ A/347250 B/347250 25/8949 7/9650 2/303359 201/1065493	Council
11	Easement for Drainage and Overland Flow 2 wide (G)	~~201/1064593~~ 201/1065493	21 22 A/347250

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

			B/347250 25/8949 7/9650 2/303359 200/1065493
		21	22 ~~201/1064593~~ A/347250 B/347250 25/8949 7/9650 2/303359 200/1065493 201/1065493
		22	21 ~~201/1064593~~ A/347250 B/347250 25/8949 7/9650 2/303359 200/1065493 201/1065493
		7/9650	21 22 ~~201/1064593~~ A/347250 B/347250

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

		2/303359	25/8949 2/303359 200/1065493 201/1065493 21 22 ~~201/1064593~~ A/347250 B/347250 25/8949 7/9650 200/1065493 201/1065493
12	Easement for Drainage and Overland Flow 2 wide (H)	21 22 ~~201/1064593~~ ~~A/347250~~ ~~B/347250~~ ~~25/8949~~ 7/9650 2/303359 201/1065493	Council
13	Easement for Support variable width (P)	21 25/8949	22
14	Easement for Landscaping and Pedestrian Pathway variable width (Q)	21 25/8949	22

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

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Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Part 2 (Terms)

1. Interpretation

1.1 Definitions

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Act means the Conveyancing Act 1919.

Airspace means the airspace of the Lot Burdened.

Authorised User means any person authorised by the Grantee or a prescribed authority (as the case may be).

Authority Benefited means the Authority having the benefit of an Easement under this Instrument.

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

Council means Manly Council.

Council Authorised Users means each and every member of the public without the need for any specific authority of Council.

Easement includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

Easement Site in relation to an Easement, means that site of the Easement identified in the Plan and includes all items within the site of an Easement.

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

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Grantee means:

(a) the registered proprietor of a Lot Benefited; and

(b) if, from time to time, a strata scheme exists in respect of a Lot Benefited, the owners corporation in respect of that strata scheme; and

(c) if, from time to time, a community scheme exists in respect of a Lot Benefited, the community association in respect of that community scheme.

Grantee 1 means:

(a) the registered proprietor of the Grantee 1 Land; and

(b) if, from time to time, a strata scheme exists in respect of the Grantee 1 Land, the owners corporation in respect of that strata scheme; and

(c) if, from time to time, a community scheme exists in respect of the Grantee 1 Land, the community association in respect of that community scheme.

Grantee 1 Land means Lot 21 in the Plan, Lot A in DP347250, Lot B in DP347250, Lot 201 in DP1065493, Lot 25 in DP8949, Lot 7 in DP9650, Lot 2 in DP303359 and if a strata plan or community plan is registered over any of the lots, the strata scheme or the community scheme.

Grantee 2 means:

(a) the registered proprietor of the Grantee 2 Land; and

(b) if, from time to time, a strata scheme exists in respect of the Grantee 2 Land, the owners corporation in respect of that strata scheme; and

(c) if, from time to time, a community scheme exists in respect of the Grantee 2 Land, the community association in respect of that community scheme.

Grantee 2 Land means Lot 200 in deposited plan 1065493.

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Grantor means:

(a) the registered proprietor of a Lot Burdened; and

(b) if, from time to time, a strata scheme exists in respect of a Lot Burdened, the owners corporation in respect of that strata scheme; and

(c) if, from time to time, a community scheme exists in respect of a Lot Burdened, the community association in respect of that community scheme.

Instrument means this section 88B instrument.

Lot Benefited means the whole or any part of a lot having the benefit of an Easement.

Lot Burdened means the whole or any part of a lot having the burden of an Easement.

Management Act means the Strata Schemes Management Act 1996 (NSW).

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan to which this instrument relates.

Strata Management Statement means a strata management statement registered in accordance with the Freehold Act which applies to any of the lots in the Plan.

Strata Plan means a strata plan registered under the Freehold Act.

Strata Scheme means a strata scheme created under the Freehold Act.

Woodland Street Development means Lot 21 in the Plan, Lot A in DP347250, Lot B in DP347250, Lot 201 in DP1065493, Lot 25 in DP8949, Lot 7 in DP9650, Lot 2 in DP303359 and if a strata plan or community plan is registered over any of the lots, the strata scheme or the community scheme.

Woodland Street Development Owner means:

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(a) the registered proprietor of the Woodland Street Development; and

(b) if, from time to time, a strata scheme exists in respect of the Woodland Street Development, the owners corporation in respect of that strata scheme; and

(c) if, from time to time, a community scheme exists in respect of the Woodland Street Development, the community association in respect of that community scheme.

1.2 Each Easement covenant and restriction contained within this Instrument 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 with which the right is capable of enjoyment;

(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 with which the right is capable of enjoyment

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements, covenants and restrictions.

1.3 Each Grantor and Grantee:

(a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument; and

(b) must use reasonable endeavours to ensure its Authorised User (other than members of the public) complies with the terms of each relevant easement, covenant and restriction.

1.4 The word "includes" in any form is not a word of limitation.

1.5 Headings do not affect the interpretation of this Instrument.

2. Terms of Easement for Public Footway variable width limited in stratum (A) numbered 1 in the plan

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

2.1 The rights granted under this Easement for Public Footway are subject to completion of construction of the public footway and the Grantor must complete construction by 30 June, 2010.

2.2 The Council and Council Authorised Users may pass and repass over that part of the Lot Burdened designed for pedestrian use at all times and for all lawful purposes:

(a) on foot (but not using rollerblades, skateboards, scooters or similar items of equipment); and

(b) with wheelchairs or other disabled access aids; and

(c) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired).

2.3 The Grantor may make rules relating to the use of the Easement Site under the Strata Management Statement but not without the consent of Council hereto, which consent shall not be unreasonably withheld.

2.4 The Council and Council Authorised Users must comply with any rules made under the Strata Management Statement.

2.5 The Grantor, acting reasonably (and having proper regard to the nature of the use of, or activity carried on the Lot Burdened), may remove (or refuse entry to) members of the public, if that member of the public:

(a) is not adequately clothed;

(b) is drunk or under the influence of drugs;

(c) causes excessive noise; or

(d) behaves in a manner reasonably likely to cause harm, offence, embarrassment or inconvenience to persons on the Lot Burdened.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 1 in the plan.

Council

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

3. Terms of Easement for Services variable width (B) numbered 2 in the plan

3.1 In this Easement:

(a) "**Development Consent**" means consent DA 424/06 as amended by any section 96 modification and as may be further amended or varied from time to time and including any other development consent in relation to the land the subject of the Plan;

(b) "**Future Services**" means any services approved in any construction certificate attached to the Development Consent;

(c) "**Roadway**" means the roadway known as "Thomas Street" which is to be constructed on part of the Lot Burdened in accordance with the terms of the Development Consent; and

(d) "**Services**" has the meaning given to it in Part 11 Schedule 8 of the Conveyancing Act 1919 and also includes:

(i) Future Services; and

(ii) oil, garbage, conditioned air, radio impulses or signals service, drainage, sewage and stormwater and any other prescribed service.

3.2 An Easement for Services in the terms of Part 11 Schedule 8 of the Conveyancing Act, 1919 is created.

3.3 The Grantee, when exercising rights to carry out works within the Easement Site, must:

(a) give the Grantor not less than 7 days' notice (other than in case of an emergency) of proposed works;

(b) obtain the approval of the Grantor prior to the commencement of any works, which approval will not be unreasonably withheld provided the use and enjoyment of the Lot Burdened by the Grantor and Authorised Users will not be affected; and

(c) at all times (other than in case of an emergency) ensure that access to the Lot Burdened is not impeded other than with the prior arrangement of the Grantor.

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

3.4 The rights granted under this Easement are subject to the rights of the Woodland Street Development Owner to carry out all works necessary to construct the Roadway and resurface any part of the Lot Burdened for the purposes of the Roadway.

4. Terms of Easement for Light and Air affecting the whole of the lot numbered 3 in the plan

4.1 This Easement is for the free and uninterrupted access of light and air crossing through the airspace vertically above the Lot Burdened to and from the windows, doors and apertures on any building erected or to be erected on the Lot Benefited

5. Terms of Easement for Construction Purposes affecting the whole of the lot numbered 4 in the plan

5.1 In this Easement, "**Development Consent**" means consent DA 424/06 as amended by any section 96 modification and as may be further amended or varied from time to time and including any other development consent in relation to the land the subject of the Plan.

5.2 The Grantee and its Authorised Users may:

(a) Use the Airspace and the Lot Burdened to facilitate the construction of improvements on the Lot Benefited; and

(b) Do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened and encroaching on the Airspace;

(ii) taking anything on to the Lot Burdened;

(iii) carrying out work including installing, keeping and using any scaffolding, fencing, plant, equipment, signage and machinery on the Lot Burdened; and

(iv) temporarily closing parts of the Easement Site.

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

5.3 In exercising those powers, the owner of the Lot Benefited and its Authorised Users must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the Lot Burdened and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvements on the Lot Burdened; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and;

(e) make good any collateral damage.

5.4 The rights under this Easement terminate on the date of completion of the construction of improvements on the Lot Benefited in accordance with the Development Consent and on and from that date this Easement is extinguished without further assurance.

6. Terms of Right of Access variable width limited in stratum (F) numbered 5 in the plan

6.1 The rights granted under this Right of Access are subject to completion of construction of the driveway within the Easement Site.

6.2 The Grantee may:

(a) by any reasonable means pass across each Lot Burdened, but only within the Easement Site, to get to and from the Lot Benefited; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering into the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work within the Easement Site, such as repairing or maintaining the Easement Site.

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

6.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

(d) restore the Lot Burdened as nearly as practicable to its former condition;

(e) make good any collateral damage which they cause, at their expense; and

(f) not park any motor vehicles on the Easement Site or the Lot Burdened.

6.4 Subject to the conditions in this Easement, the Grantor must keep the Easement Site in good repair.

6.5 Subject to clause 6.6, all reasonable costs incurred by the Grantor under clause 6.2 are to be shared equally between the Grantor and Grantee 1 only.

6.6 Grantee 2 is not required to contribute to the cost of maintenance of the Easement Site unless the Grantee 2 Land is further subdivided in which case all reasonable costs incurred by the Grantor under clause 6.2 are to be shared equally between the Grantor, Grantee 1 and Grantee 2.

6.7 The costs under clauses 6.5 and 6.6 are to be payable to the Grantor on demand.

6.8 If the Grantor does not keep the Easement Site in good repair, the Grantee may serve a written notice on the Grantor requiring the Grantor to repair the Easement Site within 21 days of receipt of that notice.

6.9 If the Grantor fails to repair the Easement Site within the prescribed time set out in the notice served under clause 6.7, the Grantee who served the notice in clause 6.7 may enter the Easement Site with all necessary equipment and repair the Easement Site.

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

6.10 All reasonable costs incurred by the Grantee under clause 6.8 are to be shared in accordance with clauses 6.4 and 6.5. These costs are to be payable to the Grantee who repaired the Easement Site under clause 6.8 on demand.

6.11 The Grantee, when exercising rights to carry out works within the Easement Site, must:

(a) give the Grantor not less than 7 days' notice (other than in case of an emergency) of proposed works;

(b) obtain the approval of the Grantor prior to the commencement of any works, which approval will not be unreasonably withheld provided the use and enjoyment of the Lot Burdened by the Grantor and Authorised Users will not be affected; and

(c) at all times (other than in case of an emergency) ensure that access to the Lot Burdened is not impeded other than with the prior arrangement of the Grantor.

7. Terms of Right of Access variable width limited in stratum (M) numbered 6 in the plan

7.1 In this Easement

(a) "**Development Consent**" means consent DA 424/06 as amended by any section 96 modification and as may be further amended or varied from time to time and including any other development consent in relation to the land the subject of the Plan; and

(b) "**Roadway**" means the roadway known as "Thomas Street" which is to be constructed on part of the Lot Burdened in accordance with the terms of the Development Consent.

7.2 The rights granted under this Right of Access are subject to completion of construction of the driveway within the Easement Site and the Grantor must complete construction of the driveway by 30 June, 2010.

7.3 The Council and Council's Authorised Users may pass, repass and cross at all times within the Easement Site.

7.4 In exercising those powers, Council and Council's Authorised Users must not park any motor vehicles on the Easement Site or the Lot Burdened.

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

7.5 The rights granted under this Easement are subject to the right of the Woodland Street Development Owner to carry out all works necessary to construct the Roadway and resurface any part of the Lot Burdened for the purposes of the Roadway.

8. Terms of Right of Carriageway variable width limited in stratum (N) numbered 7 in the plan

8.1 The rights granted under this Right of Carriageway are subject to completion of construction of the driveway within the Easement Site.

8.2 A Right of Carriageway set out in Part 1 of Schedule 4A of the Conveyancing Act, 1919 (as amended) is created.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

EnergyAustralia ×

9. Terms of Easement for Parking 2.1 limited in stratum (L) numbered 8 in the plan.

9.1 The rights granted under this Easement for Parking are subject to completion of construction of the visitor car parking lots within the Easement Site.

9.2 Subject to the terms of this Easement, the Grantee and its Authorised Users may, only for the purposes of visitor parking, park motor vehicles within the Easement Site.

9.3 The Grantee and its Authorised Users, when exercising rights under this Easement, must:

(a) ensure the Easement Site is kept clean;

(b) exercise the right consistently with the rights from each person who has the same or similar rights; and

(c) not carry out any mechanical repairs or engine degreasing to or wash any vehicle.

9.4 The Grantee must maintain, repair, replaced and renew the Easement Site when necessary.

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

10. Terms of Easement for Overland Flow affecting the whole of the lot numbered 9 in the plan

10.1 The Grantee may:

(a) drain water from any natural source through each Lot Burdened until such time as an overland flow path is designed and constructed as part of the development of each Lot Burdened, at which time the Grantee may drain water from any natural source through that part of each Lot Burdened designed and constructed as an overland flow path; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened; and

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out work such as constructing, placing, repairing or maintaining channels and ditches;

(c) in exercising those powers the Grantee must:

(i) ensure all work is done properly; and

(ii) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and

(iii) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(iv) restore the Lot Burdened as nearly as is practicable to its former condition; and

(v) make good any collateral damage.

10.2 The Grantee, when exercising rights to carry out works under this Easement, must:

(a) give the Grantor not less than 7 days' notice (other than in case of an emergency) of proposed works;

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(b) obtain the approval of the Grantor prior to the commencement of any works, which approval will not be unreasonably withheld provided the use and enjoyment of the Lot Burdened by the Grantor and Authorised Users will not be affected; and

(c) at all times (other than in case of an emergency) ensure that access to the Lot Burdened is not impeded other than with the prior arrangement of the Grantor.

11. Terms of Easement for Overland Flow affecting the whole of the lot numbered 10 in the plan

11.1 The Council may:

(a) drain water from any natural source through each Lot Burdened until such time as an overland flow path is designed and constructed as part of the development of each Lot Burdened, at which time the Grantee may drain water from any natural source through that part of each Lot Burdened designed and constructed as an overland flow path; and

(b) do anything reasonably necessary for that purpose including:

(i) entering the Lot Burdened; and

(ii) taking anything onto the Lot Burdened; and

(iii) carrying out work such as constructing, placing, repairing or maintaining channels and ditches.

11.2 In exercising its powers under this Easement the Council must:

(a) ensure all work is done properly; and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the Lot Burdened; and

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and

(d) restore the Lot Burdened as nearly as is practicable to its former condition; and

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Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(e) make good any collateral damage.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 10 in the plan.

Council

12. Terms of Easement for Drainage and Overland Flow 2 wide (G) numbered 11 in the plan

12.1 An easement for drainage of water in the terms of Part 8 Schedule 8 of the Conveyancing Act 1919 is created.

12.2 The Grantee, when exercising rights to carry out works within the Easement Site, must:

(a) give the Grantor not less than 7 days' notice (other than in case of an emergency) of proposed works;

(b) obtain the approval of the Grantor prior to the commencement of any works, which approval will not be unreasonably withheld provided the use and enjoyment of the Lot Burdened by the Grantor and Authorised Users will not be affected; and

(c) at all times (other than in case of an emergency) ensure that access to the Lot Burdened is not impeded other than with the prior arrangement of the Grantor.

13. Terms of Easement for Drainage and Overland Flow 2 wide (H) numbered 12 in the plan

13.1 An easement for drainage in the terms of Part 7 Schedule 4A of the Conveyancing Act 1919 is created.

Name of authority empowered to release, vary or modify easement, profit á prendre, restriction, or positive covenant numbered 12 in the plan.

Council

14. Terms of Easement for Support variable width (P) numbered 13 in the plan

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

14.1 In this Easement, "**Support Structure**" means any embankment, retaining wall or other structure required by the Grantee from time to time to support the Lot Benefited.

14.2 The Grantor grants to the Grantee the right of support over that part of the Lot Burdened capable of affording support.

14.3 The Grantee may:

(a) construct and maintain on the Lot Burdened whatever Support Structure reasonably necessary to support the surface or subsurface of the Lot Benefited or any part of it, or any structure or works on the Lot Benefited; and

(b) do anything reasonably necessary for that purpose, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out work.

14.4 The Grantee, in exercising its rights under this Easement, must:

(a) ensure all work is done properly;

(b) cause as little damage as is practicable to the Lot Burdened and any improvements on it;

(c) restore the Lot Burdened as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

14.5 Except when urgent work is required, the Grantee must:

(a) give the Grantor reasonable notice of intention to enter the Lot Burdened; and

(b) only enter the Lot Burdened during times reasonably agreed with the Grantor.

DSlay
.....
Authorised Officer of Manly Council

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

(Sheet 21 of 24 sheets)

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

14.6 The Grantor must:

(a) not do anything which will detract from the support of the Lot Benefited; and

(b) allow the Grantee to enter the Lot Burdened and to remain for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Lot Benefited is maintained.

14.7 If the Grantor does or allows anything to be done which damages the Support Structure or impairs its effectiveness, the Grantee may serve not less than 14 days' notice on the Grantor requiring the damage to be repaired or the impairment removed.

14.8 The Grantor may replace any Support Structure previously constructed on the Lot Burdened by the Grantee (or any third party) with another type of Support Structure so long as that replacement Support Structure adequately supports the Lot Benefited.

14.9 The Grantor, in exercising its rights under this Easement, must:

(a) ensure all work is done properly;

(b) cause as little damage as is practicable to the Lot Benefited and any improvements on it;

(c) restore the Lot Benefited as nearly as is practicable to its former condition; and

(d) make good any collateral damage.

15. Terms of Easement for Landscaping and Pedestrian Pathway variable width (Q) numbered 14 in the plan

15.1 In this Easement:

(a) "**Development Consent**" means consent DA 424/06 as amended by any section 96 modification and as may be further amended or varied from time to time and including any other development consent in relation to the land the subject of the Plan; and

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

(b) "**Landscaping and Pedestrian Pathway**" means the landscaping and pedestrian pathway approved by Development Consent; and

(c) "**Roadway**" means the roadway known as "Thomas Street" which is to be constructed on part of the Lot Burdened in accordance with the terms of the Development Consent.

15.2 The Grantee:

(a) may construct and maintain the Landscaping and Pedestrian Pathway on the Lot Burdened, but only within the Easement Site;

(b) may do anything reasonably necessary for those purposes, including:

(i) entering the Lot Burdened;

(ii) taking anything on to the Lot Burdened; and

(iii) carrying out the work.

15.3 In exercising those powers, the Grantee must:

(a) ensure all work is done properly;

(b) cause as little inconvenience as is practicable to the Grantor;

(c) make good any collateral damage; and

(d) not park any motor vehicles on the Easement Site or the Lot Burdened.

15.4 All reasonable costs incurred by the Grantee to maintain the landscaping the subject of this Easement are to be shared equally between the Grantee and the Grantor.

15.5 The costs under clause 15.4 are to be payable to the Grantee on demand.

15.6 Subject to clause 15.7, the Grantor must not do or allow anything to be done to damage or interfere with the Landscaping and Pedestrian Pathway.

.....
Authorised Officer of Manly Council

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

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

15.7 Subject to clause 15.8, the rights granted under this Easement are subject to the rights of the Woodland Street Development Owner to carry out all works necessary to construct the Roadway and resurface any part of the Lot Burdened for the purposes of the Roadway.

15.8 In carrying out the works under clause 15.7, the Woodland Street Development Owner must at all times ensure that pedestrian access through the Lot Burdened is not impeded (including, if required, creating alternative pedestrian access to that provided by the Grantee under this Easement through the Lot Burdened).

SIGNED SEALED AND DELIVERED
for and on behalf of EnergyAustralia
by KATHERINE MARGARET GUNTON
its duly constituted Attorney pursuant
to Power of Attorney registered
Book 4528 No. 401

Attorney

Witness

.....
Authorised Officer of Manly Council

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

(Sheet 24 of 24 sheets)

Plan: DP1134518

Plan of Subdivision of Lot A in DP382578 and Lots A & B in DP162462 and Easements over Lot 201 in DP1065493, Lot 7 in DP9650, Lot 2 in DP303359, Lot 25 in DP8949 and Lots A & B in DP347250 covered by Subdivision Certificate No.

Full name and address of the owner of the Land:

Stockland Development Pty Limited
(ACN 000 064 835)
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Executed by Stockland Development Pty Limited ABN 000 064 835 by its Attorneys

under a Power of Attorney dated
registered Book No
in the presence of:

Executed on behalf of Stockland Development Pty Ltd (ACN 000 064 835) by BENJAMIN PHILIP DODWELL under Power of Attorney registration in Book 4541 No. 461 who declares that he has no notice of revocation of the said Power of Attorney:

Benjamin Philip Dodwell

Signature of Witness

Signature of Attorney

TIM BEATTIE

Name of Witness

Name of Attorney

DEVELOPMENT MANAGER, 114 YARALLA ST, NEWTOWN NSW 2042.

Occupation and address of Witness

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Occupation and address of Witness

Authorised Officer of Manly Council

4868446v14
the Village, Balgowlah
(Preliminary Plan)

REGISTERED 28.09.2009

Req:R177694 /Doc:DP 1150157 B /Rev:08-Apr-2010 /NSW LRS /Pgs:ALL /Prt:14-May-2026 13:56 /Seq:1 of 2
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Instrument setting out Terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

(Sheet 1 of 2 sheets)

DP1150157 B

Plan of Partial release of easements affecting lot 21 in DP1134518

Full name and address of the owner of the land:

Stockland Development Pty Limited
ACN 000 064 835
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Part 1A(Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be partially released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Public Footway variable width limited in stratum (A) created by DP1134518	21/1134518	Manly Council
2.	Easement for Services variable width (B) created by DP1134518	21/1134518	CP/SP81718
3.	Easement for Landscaping and Pedestrian Pathway variable width (Q) created by DP1134518	21/1134518	CP/SP81718

Executed by **Manly Council**)
by its Authorised Officer)
)
in the presence of:)

Helga Sobotta
Signature of Witness

HELGA SOBOTTA JP141203
Name of Witness

Signature of Authorised Officer

DAVID STRAY
Name of Authorised Officer

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

(Sheet 2 of 2 sheets)

DP1150157

Plan of Partial release of easements affecting lot 21 in DP1134518

Full name and address of the owner of the land:

Stockland Development Pty Limited
ACN 000 064 835
Level 25, 133 Castlereagh Street
Sydney NSW 2000

Executed by Stockland Development Pty Limited ABN 000 064 835 by its Attorneys BENJAMIN PHILIP DODWELL. under a Power of Attorney dated registered Book 4566 No 485 in the presence of:

Signature of Witness

CARMEL KELLY
Name of Witness

Signature of Witness

Name of Witness

Signature of Attorney

Name of Attorney

Signature of Attorney

Name of Attorney

The common seal of **The Owners – Strata Plan No SP81718** was affixed on 11 MAR 2010 ~~2009~~ in the presence of DYNAMIC PROPERTY SERVICES PTY LTD, being the person(s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal

THE OWNERS - STRATA PLAN No. 81878 ★ Common Seal

SIGNED by DYNAMIC PROPERTY SERVICES PTY LIMITED (ACN 002 006 760) by its Attorney WALTER PATTERSON duly appointed by Power of Attorney dated 18th July 1996 and who hereby states that he has not received any notice of the revocation of such Power of Attorney. (Registered Book 4139 No. 734)

REGISTERED 7-4-2010

5295825v1

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Form: 07L

Licence: 04-08-438

Licensee: Corrs Chambers Westgarth

LEASE

New South Wal

Real Property Act

Leave this space clear. Affix

AF43771B

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.

STAMP DUTY Office of State Revenue use only

(A) **TORRENS TITLE** Certificate of Title

Folio Identifier: 2/1134156 PART being the premises shown as "Electrical Substation Premises NO16984 (LEVEL P3)" on Deposited Plan 1137108 together with the right of way and easement for electricity and other purposes referred to in clauses 1 and 2 of Annexure "A", within parts Lots 1 and 2 Deposited Plan 1134156

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
898s	LLPN:123648F Corrs Chambers Westgarth Level 36, Governor Phillip Tower 1 Farrer Place Sydney NSW 2000 (02) 92106500 Reference (optional): 9040329/2 : N.RUCK	L

(C) **LESSOR** STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835

The lessor leases to the lessee the property referred to above.

(D) Encumbrances if applicable 1. 2. 3.

(E) **LESSEE** ENERGYAUSTRALIA ABN 67 505 337 385

(F) **TENANCY:**

(G) 1. **TERM:** 50 years

2. **COMMENCING DATE:** 17 September 2009

3. **TERMINATING DATE:** 16 September 2059

4. With an **OPTION TO RENEW** for a period of 25 years set out in Clause 29 of Memorandum AC289040

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause 1 and 2 of Annexure 'A"

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto:

8. Incorporates the provisions set out in **MEMORANDUM** in the Department of Lands, Land and Property Information Division as No(s). AC289040.

9. The **RENT** is set out in clause 5 of Memorandum AC289040

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

4813175/2

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DATE: 13 August 2009

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....

Name of witness: Gavin Wayne Zimmerle Solicitor

Address of witness: ~~570 George Street~~ 133 CASTLEREAGH STREET, Sydney NSW 2000

.....

Telephone number of the witness: ~~02 9035 2826~~

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: .....

Attorney's name: DENIS JON HICKEY Stockland Development Pty Limited

Signing on behalf of: .....

Power of attorney -Book: 4537 .....

-No: 681 .....

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....

Name of witness: BRIDGET ANNE THOMSON

Address of witness: 570 GEORGE ST SYDNEY 2000 NSW

Telephone number of the witness: 92692105

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: .....

Attorney's name: KATHERINE MARGARET GUNTON

Signing on behalf of: EnergyAustralia .....

Power of attorney -Book: ~~4476~~ 4528

-No: ~~983~~ 401

(I) **STATUTORY DECLARATION ***

I .....

solemnly and sincerely declare that–

1 The time for the exercise of the option to ..... in expired lease has ended; and

2 The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

4813175/2

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in the presence of-

Signature of witness: Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

4813175/2

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THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835 AS LESSOR AND ENERGYAUSTRALIA ABN 67 505 337 385 AS LESSEE

DATED: 13 August 2009

The Lessee shall have the benefit of the following rights:

1 A RIGHT OF WAY over the land shown as "RIGHT OF WAY VARIABLE WIDTH LIMITED IN STRATUM" on Deposited Plan 1137108 on the terms contained in clause 18(a) of Memorandum AC289040 filed in Land & Property Information NSW.

2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "PROPOSED EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH LIMITED IN STRATUM" on Deposited Plan 1137108 on the terms contained in clause 18(b) of Memorandum AC289040 filed in Land & Property Information NSW.

3 Capacity and liability

3.1 Interpretation

All provisions of this Lease will have effect and be applied subject to this clause. For the purpose of this clause:

(a) "**Assets**" includes all assets, property and rights of personal or any nature whatsoever.

(b) "**Constitution**" means the constitution of the Trust created by Supplemental Deed dated 16 May 2000 (as amended).

(c) "**Custodian**" means Trust Company of Australia Limited ACN 004 027 749 or such other party as is the custodian for the time being appointed by the Responsible Entity in relation to the Trust.

(d) "**Obligations**" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian as Lessor/..." under or in respect of this Lease or any deed, agreement or other instrument collateral to this Lease or given or entered into pursuant to this Lease whether express or implied by statute or other legal requirements or arising otherwise howsoever.

(e) "**Responsible Entity**" means Stockland Trust Management Limited ACN 001 900 741 or such other party as is the responsible entity for the time being of the Trust as the term "responsible entity" is defined in the Corporations Act 2001.

(f) "**Trust**" means Stockland Trust ARSN 092 897 348.

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3.2 Custodian's and Responsible Entity's capacity

(a) The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

(b) The Responsible Entity must (and will be entitled) to perform the Obligations with the exception of those Obligations referred to in preceding sub-clause (a) and must procure that the Custodian performs the Obligations in preceding sub-clause (a).

3.3 Custodian's limitation of liability

(a) The Custodian enters into this Lease as agent of the Responsible Entity and as custodian of the Assets of the Trust. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's agent and is not liable under any circumstances to any party under this Lease. This limitation of the Custodian's liability applies despite any other provisions of this Lease and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.

(b) The Custodian is not obliged to do or may refrain from doing anything under this Lease (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in preceding sub-clause (a).

(c) No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.

3.4 Responsible entity's limitation of liability

Any liability of the Responsible Entity arising in connection with the Lease is limited to the extent that the Responsible Entity is able to be indemnified for that liability out of the Assets of the Trust under the Constitution The Lessee acknowledges and agrees that it may enforce its rights against the Responsible Entity with respect to the non-observance of the Responsible Entity's obligations under this Lease only to the extent necessary to enforce the Lessee's rights, powers and remedies against the Responsible Entity in respect of the Assets of the Trust by subrogation or otherwise.

However, despite anything in this clause, the Responsible Entity is liable to the extent that a liability under this Lease arises out of the Responsible Entity's own fraud, gross negligence, wilful default, breach of trust or breach of duty which disentitles it from an indemnity out of the Assets of the Trust in relation to the relevant liability.

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Executed as a deed

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....

Name of witness: Gavin Wayne Zimmerle Solicitor

Address of witness: 133 CASTLEREAGH STREET SYDNEY, NSW 2000

Telephone number of the witness: 02 9035 2826

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: .....

Attorney's name: DENIS JON HICKEY

Signing on behalf of: Stockland Development Pty Limited

Power of attorney -Book:4537 -No:681

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: .....

Name of witness: BRIDGET ANNE THOMSON

Address of witness: 570 GEORGE ST. SYDNEY 2000 NSW

Telephone number of the witness: 9269 2105

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: .....

Attorney's name: KATHERINE MARGARET CLINTON

Signing on behalf of: EnergyAustralia

Power of attorney -Book: 4528 -No: 401

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Form: 15CH
Release: 2.3

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900

AQ617045K

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/SP 81718

(B) **LODGED BY**

Document Collection Box	Name	CODE
	Company Whelan Property Group	CH
	Address PO BOX 75 STRAWBERRY HILLS NSW 2012	
	E-mail isabella@whelanproperty.com.au Contact Number (02) 9219 4111	
	Customer Account Number Reference	

(C) The Owner-Strata Plan No. 81718 certify that a special resolution was passed on 24/11/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. NOT APPLICABLE
Amended by-law No. Special By-Law 37
as fully set out below :

Please refer to attached Consolidated By-Laws

Please see page 26 for amended By-Law 37, addition of clause 37.10

(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. 81718 was affixed on 27/11/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name : Andrew Ucchino

Authority : Strata Managing Agent

THE OWNERS - STRATA PLAN No. 81718 ★ Common Seal

Signature :

Name :

Authority :

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

CONSOLIDATED BY-LAWS

The Owners – Strata Plan 81718

THE OWNERS · STRATA PLAN No. 81718 ★
Common Seal

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WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

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STRATA MANAGEMENT SERVICES

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By-Law 1 Definitions

1.1 In these By-laws, unless the context otherwise requires:

Act means Strata Schemes Management Act 1996 (NSW) as amended.

Air Conditioning Unit means the air conditioning unit or units, as the case may be, that exclusively service an individual Lot, including any air conditioning plant, pipes, wires, cables, ducts, pumps, fans and any other associated components located in and forming part of the Common Property.

Architectural Code means the architectural code as contained in the Strata Management Statement.

Authorised Users means a person on the Land or in the Building with the express or implied consent of an Owner or Occupier, other than an Owner or Occupier.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise. including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means the areas shown on the Strata Plan as being a Terrace, Enclosed Terrace, Courtyard, Balcony or any other area generally considered to have the attributes of a balcony as determined by the Executive Committee.

Building means the building constructed within the Scheme and includes all Recreational Facilities, car parking, storage and Common Property within the Scheme.

Building Manager means any person or corporation appointed under By-law 35, or otherwise appointed to a similar position at law, whether appointed by the Original Owner or the Owners Corporation.

Building Management Agreement means any building management agreement entered into in accordance with By-law 35 or otherwise at law.

Building Management Committee means the building management committee established under the Strata Management Statement.

By-laws mean these By-laws.

Common Property means so much of the Land as from time to time is not comprised in any Lot.

Condenser Unit means the condenser unit connected to the Air Conditioning Unit servicing a Lot, including any pipes, wires, cables, ducts, cooling apparatus, pumps and fans.

Council means Manly Council (&/or Northern Beaches Council).

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Development Consent means the development consent granted by the Council to enable the development of the Land and erection of the Building by the Original Owner, as amended or varied from time to time.

Executive Committee means the Executive Committee of the Owners Corporation elected in accordance with the Act.

Fire Safety Device means any structure or device contained within a Lot or Common Property that:

(a) monitors or signals the incidence of smoke, heat or fire within the Building;
(b) provides lighting in the case of smoke, heat or fire within the Building;
(c) controls access throughout the Building in the case of smoke, heat or fire in the Building (including doors, stairs and lifts);
(d) extinguishes or decreases the spread of fire, smoke or heat through the Building; or
(e) is required by law for fire safety or that otherwise improves fire safety.

Garden Area means an area of a Lot that has been established as a garden by the Original Owner including any area shown as a Planter on the Strata Plan.

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and individual Lots.

Ground Level Lot means a Lot other than Lots 9-15, 29-61, 69-94, 105-171, 174-187, and 193-236.

Hot Water System means any system designed to provide hot water to parts of the Common Property and individual Lots.

Insect Screen means a fly screen or other external screen or door which may be attached to a window or door.

Intercom System means any System for communication between parts of the Common Property (including the entrances to the Building) and individual Lots.

Land means the land contained in Folio Identifier 1/1134156, being the land the subject of the Scheme.

Lot means a Lot in the Scheme.

Occupier means an occupier or lessee of a Lot.

Original Owner means Stockland Development Pty Limited.

Owner means:

(a) the registered proprietor for the time being of a Lot;
(b) a person whose name has been entered on the strata roll as the owner of a Lot in accordance with section 98 of the Act;

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(c) if a Lot at any time subdivided, the Owners for the time being of the each of the new Lots created as a result of that subdivision;

(d) in the context of a By-law granting exclusive use and special privileges over Common Property, the Owner(s) of the Lot(s) having the benefit of that exclusive use or special privilege; and

(e) unless a By-law states otherwise, the mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation for the Scheme.

Recreational Facilities means the swimming pool located in the Common Property and includes (but is not limited to) all equipment used to operate and maintain the swimming pool, swimming pool furniture, disabled toilet and the Common Property immediately surrounding the swimming pool.

Rules mean the rules made under these By-laws.

Scheme means the strata scheme created on registration of the strata plan accompanying these By-laws.

Security Key means any key, card, fob, swipe remote control or other thing used to access restricted property for the purposes of By-law 34.

Security System means any system designed to promote security within the Building, including any audio surveillance devices, visual security cameras and other audio/visual surveillance equipment.

Shared Facilities has the same meaning as it does under the Strata Management Statement.

Small Dog means a dog, when fully grown, weighing less than 15 kilograms and excludes any breed of dog that is a restricted dog under Section 55 of the Companion Animals Act 1998.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Owner or Owners' Corporation, as the case may be, has granted to a Lot Owner a right to the exclusive use and enjoyment, of an area of Common Property for the purpose of storage.

Strata Management Statement means the strata management statement registered with the Strata Plan and accompanying these By-laws.

Strata Manager means the person appointed from time under Part 4 of the Act in relation to the Scheme.

Strata Plan means registered strata plan number 81718.

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1.2 Interpretation

In these By-laws, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) headings, notes, explanatory notes and similar do not form part of these By-laws and do not affect the operation of these By-laws;

(c) a reference to a document, includes any amendment, replacement or novation of it;

(d) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;

(e) any reference to legislation includes any amending or replacing legislation;

(f) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";

(g) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;

(h) any reference to legislation includes any subordinate legislation or other instrument created thereunder, and

(i) a term defined in the Management Act or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

1.3 Liability for Occupiers and invitees

Except as otherwise provided in these By-laws:

(a) the Owner of a Lot is liable for the acts and omissions of the Occupier of their Lot as fully as if that Occupier was that Owner and that act or omission was the act or omission of that Owner.

(b) where an Occupier of a Lot has an obligation under these By-laws the Owner of that Lot must ensure compliance by that Occupier with that obligation and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.

(c) the Owner and Occupier of a Lot must ensure that their Authorised Users comply with the obligations of Owners or Occupiers of Lots under these By- laws (so far as those obligations are capable of such application) as if those Authorised Users were Owners and Occupiers of Lots and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.

1.4 Severability

To the extent that any term of these By-laws is inconsistent with the Management Act or any other Act or law it is to be severed and these By-laws will be read and be enforceable as if so consistent.

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1.5 Original By-laws

To the extent that any provision in these By-laws ("New By-law") substantially replaces or replicates a provision that was a By-law of the strata scheme upon registration of the strata plan ("Original By-law") the dealing which created the New By-law does not (despite anything in that dealing) affect the repeal and replacement of the Original By-law, but instead amounts to a mere amendment of the Original By-law.

1.6 Application of the Civil Liability Act 2002

(a) Owners and Occupiers acknowledge and agree that:

(i) these By-laws make express provision for their rights, obligations and liabilities under these By-laws with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A (2) of that Act;

(ii) to the extent permitted by law, that Act does not apply in connection with those rights, obligations and liabilities.

(b) Any provision of these By-laws that is prevented by Part 2 of the Civil Liability Act 2002, is severed to the extent so prevented.

1.7 Service of documents

A document may be served on the owner of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to that address.

By-Law 2 Strata Management Statement

2.1 The Strata Management Statement is a set of rules that regulates the management and operation of The Village. It confers rights and imposes obligations on the Corporation and owners and occupiers of stratum Lots in The Village. It contains provisions about a wide range of issues including:

(a) requirements for the use and operation of Shared Facilities; and

(b) the apportionment of costs for Shared Facilities; and

(c) architectural standards and controls that apply to The Village;

(d) insurance requirements and the apportionment of costs of insurance; and

(e) meetings of the Building Management Committee.

2.2 The Building Management Committee is established under the Strata Management Statement to administer the rules set out therein and regulate the management of The Village.

2.3 If there is any matter or thing that is authorised by these By-laws but is restricted, either entirely or to an extent, by the provisions contained in the Strata Management Statement, then the provisions contained in the Strata Management Statement shall prevail over these By-laws to the extent of the inconsistency.

2.4 A consent obtained under these By-laws does not relieve an Owner or Occupier of an obligation to obtain a consent under the Strata Management Statement that is required to be obtained.

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2.5 If a term used in this By-law 2 has a defined meaning in the Strata Management Statement, then that term shall have the meaning as contained in the Strata Management Statement.

By-Law 3 Rules

3.1 The Executive Committee may make rules about the security, control, management, operation, use and enjoyment of the Building. Rules must comply with and be consistent with these By-laws, the Strata Management Statement and the Act.

3.2 The Executive Committee may add to or change the rules at any time.

3.3 An Owner or Occupier must comply with the rules.

3.4 If a rule is inconsistent with a By-law or the Act, the By-laws or Act prevails to the extent of the inconsistency.

3.5 Any Owner or Occupier may obtain a copy of the current rules on reasonable notice from the Building Manager or the Strata Manager.

By-Law 4 Owners Corporation Approval

4.1 If a person makes an application for the approval of the Owners Corporation under these By-laws the person must make the application in writing.

4.2 Subject to an express provision in these By-laws to the contrary, the Owners Corporation may, in its absolute discretion:

(a) grant its approval conditionally or unconditionally; or

(b) withhold or refuse to grant its approval.

4.3 If an Owner or Occupier or Authorised User wishes to carry out any act pursuant to an approval given by the Owners Corporation, then the Owner or Occupier or Authorised User must comply with any conditions imposed by the Owners Corporation in the granting of the approval.

4.4 Subject to an express provision in these By-Laws or any provision of the Act, a determination made by the Owners Corporation under these By-Laws may be made by:

(a) the Owners Corporation at a General Meeting; or

(b) the Executive Committee at an executive committee meeting.

4.5 If the Owners Corporation gives its approval to an application made to it under these By-laws, it must grant its approval in writing.

4.6 If the Owners Corporation withholds or refuses to grant its approval to an application made to it under these By-laws, it must notify the applicant of its determination in writing.

By-Law 5 Noise

5.1 An Owner or Occupier must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

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By-Law 6 Parking

6.1 An Owner or Occupier must not park or stand any motor or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.

6.2 An Owner or Occupier or any Authorised User must not park or stand any motor or other vehicle in any parking space designated for use by visitors.

6.3 An Owner or Occupier or any Authorised User must not at any time enclose any car parking space forming part of the Lot, alter or erect anything on such car parking space.

6.4 An Owner or Occupier or any Authorised User must not park or stand any motor or other vehicle in any parking space designated for use as a Loading Bay except for the express purpose of loading and unloading goods and materials. Moving of furniture and other large items must be in accordance with By-law 18.

6.5 A Lot or any part of a Lot designated for use for parking of any motor or other vehicle must be maintained free of any obstruction that would hinder access to or through any other Lot or Common Property and without limitation must not be used for storage of furniture, goods or any other item, or be used to rebuild a vehicle or as a smash repair or mechanics shop.

6.6 A Lot or any part of a Lot designated for use for parking of any motor or other vehicle must not be sub-let to anyone other than another Owner or Occupier.

6.7 A visitor staying overnight at the Building must not park in the designated visitor parking space for more than 3 consecutive nights without approval of the Building Manager.

By-Law 7 Car Register

7.1 Every Owner and Occupier must provide to the Owners Corporation the following information in respect of each vehicle which they or their Authorised Users own (or are in possessions or control of) and which is brought onto the Common Property (and must do so within 28 days of a request to do so by the Owners Corporation):

(a) registration number (including any letters) as shown on its number plate;

(b) the make, model, year and colour of the vehicle;

(c) the full name of the owner of the vehicle.

7.2 Failure to comply with By-law 7 .1 will result in the offending resident's access to the carpark being cancelled.

By-Law 8 Common Property

8.1 An Owner or Occupier or any Authorised User must not:

(a) leave anything on Common Property;

(b) obstruct the use of Common Property;

(c) subject to By-law 46, use any part of Common Property for the Owner's, Occupier's or Authorised User's own purposes;

(d) erect any structure on Common Property;

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(e) attach any item to Common Property, including glass entry doors and lifts;
(f) alter Common Property;
(g) damage or deface Common Property.

8.2 An Owner or Occupier must notify the Owners Corporation of any damage to or defect in the Common Property immediately upon becoming aware of it.

8.3 Unless the Owner, Occupier or Authorised User first obtains the approval of the Owners Corporation, an Owner or Occupier must:
(a) use an object on the Common Property only for the purpose for which it was constructed or provided;
(b) only enjoy the Common Property in a manner or for the purpose which does not unreasonably interfere with the use and enjoyment of the Common Property by another Owner or Occupier.

8.4 Except with the prior approval of the Owners Corporation, an Owner, Occupier or Authorised User must not deposit or throw on the Common Property any rubbish. dirt, dust or any other materials.

8.5 If an Owner, Occupier or Authorised User causes damage to the Common Property, including damage under By-law 9, while that Owner, Occupier or Authorised User uses the Common Property, then the Owner or Occupier must:
(a) promptly notify the Owners Corporation of the damage caused; and
(b) compensate the Owners Corporation accordingly.

By-Law 9 Damage to Lawns and Plants on Common Property

9.1 An Owner or Occupier or any Authorised User must not:
(a) damage any landscape feature, lawn, garden, tree, shrub, plant, flower or other flora being part of or situated on Common Property;
(b) use any portion of the Common Property for a garden for their own purpose.

By-Law 10 Safety Screens/Locks/Devices

10.1 Subject to compliance with By-law 49, these By-laws do 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;
(b) any screen or other device to prevent entry of animals or insects on the Lot;
(c) any structure or device to prevent harm to children, provided that such screen, structure or device complies with the relevant fire safety standards or code.

10.2 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.

10.3 Despite section 62 of the Act, the Owner must:
(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 10.1 that forms part of the Common Property and that services the Lot;

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(b) repair any damage caused to any part of the Common Property by the installation or removal of any installation or structure referred to in By-Law 10.1.

10.4 If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to By-law 10.1, which does not comply with the relevant fire safety standards or code or is not in keeping with the appearance of the Building in accordance with this By-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with the relevant fire safety standard or code or is in keeping with the appearance of the Building in accordance with this By-law 10.

10.5 The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

By-Law 11 Fire Safety

11.1 An Owner or Occupier must not:

(a) interfere with or damage any Fire Safety Device;

(b) activate a Fire Safety Device other than in the case of a hazard or danger to the Building or any persons in the Building; or

(c) cause any obstruction that interferes with a Fire Safety Device, including an obstruction in the fire stairs or their doorways, or lift lobbies.

11.2 An Owner or Occupier must:

(a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any Fire Safety Device;

(b) immediately notify a fire protection agency or the Fire Brigade of the occurrence of a fire or other hazard within the Building;

(c) notify the Owners Corporation of a risk of fire or other hazard within the Building;

(d) give notice in writing to the Owners Corporation and obtain approval before changing a lock on the front entrance door to a Lot or adding additional locks or door hardware; and any changes must comply with Master Cylinder and Fire Standards;

(e) subject to receiving a notice under By-law 11.4, give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing repairing or replacing a Fire Safety Device.

11.3 Notwithstanding the provisions of this By-law 11 an Owner and Occupier is and remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

11.4 The Owners Corporation must give reasonable notice in writing to the Owner or Occupier of the Lot before exercising the right conferred by By-law 11.2e).

11.5 If an Owner or Occupier does not comply with this By-law 11, the Owners Corporation may, without limitation, exercise its rights under By-law 36.

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By-Law 12 Behaviour of Owners, Occupiers and Authorised Users

12.1 An Owner or Occupier or any Authorised User 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.

12.2 An Owner or Occupier must take all reasonable steps to ensure that any Authorised User of the Owner or Occupier does 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 the Common Property.

12.3 Where these By-laws require an Authorised User to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting the Authorised User to enter the Building must ensure that the relevant Authorised User complies with such requirement.

12.4 An Owner, Occupier or Authorised User must not use or permit to be used on the Common Property, skateboards, roller skates, roller blades, bikes or scooters or similar devices.

12.5 An Owner, Occupier or Authorised User must not ride bicycles on Common Property and instead must walk them through.

By-Law 13 Children Playing on Common Property in the Building

13.1 An Owner or Occupier or any Authorised User must not permit any child of whom the Owner or Occupier or any Authorised User has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property or, unless accompanied by an adult exercising effective control, to enter or to remain on Common Property comprising car parking, pool or recreational area or other area of possible danger or hazard to children.

By-Law 14 Leaving Shopping Trolleys and Rubbish on Common Property

14.1 An Owner or Occupier or any Authorised User must not:

(a) abandon or otherwise leave a shopping trolley unattended on Common Property (specifically including a pathway, inside/outside a building entrance, foyer, hallway, lift- well, stairwell, garbage room or residential car park levels);

(b) deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

14.2 For the purposes of By-law 14.1, an Owner or Occupier of a Lot must do work required under By-law 51 to remedy a breach of this By-law within 30 minutes of the relevant shopping trolley or other object being abandoned, left, deposited or thrown on the Common Property.

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By-Law 15 Drying of Laundry Items

15.1 An Owner or Occupier or any Authorised User must not hang any washing, towel, bedding, clothing or other article on any part of the Lot or Common Property in such a way as to be visible from outside the Building or any other Lot within the Building.

By-Law 16 Cleaning Windows and Doors

16.1 An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property, unless:

(a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean:

(b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

By-Law 17 Storage of Inflammable Liquids and Other Substances

17.1 An Owner or Occupier or any Authorised User must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material.

17.2 This By-law 17 does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-Law 18 Moving Furniture and Other Objects on or through Common Property

18.1 General controls

(a) an Owner or Occupier of a Lot must not move in or out of the strata scheme, nor transport any furniture or large object (being an object that cannot easily be carried by one person through or on the Common Property ("**Move**" or "**Moving**") unless they have first given 48 hours' notice to the Building Manager or, if there is no Building Manager, the Owners Corporation, and made a booking for the proposed time and date of the moving.

(b) a booking under the preceding clause:

(i) cannot be made if there is more than 1 other existing overlapping booking for the proposed time.

(ii) must be for a duration of not more than 4 hours.

(iii) must only be made for a proposed time during the hours of 5am to 4pm Monday to Friday, except in exceptional circumstances as approved by the Owners' Corporation.

(c) an Owner or Occupier of a Lot must not move in or out except strictly in accordance with a booking.

(d) the Owners Corporation may arrange for its nominee to be present at the time when the moving occurs.

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(e) an Owner or Occupier of the Lot must be present and personally supervise the moving.

(f) the Owners Corporation may determine that moving is only to occur in a specified manner, provided that such a determination is of no effect to the extent that it is inconsistent with the By-laws of the Strata Scheme, including this By-law.

(g) if the Owners Corporation has determined the manner in which moving is to occur, an Owner or Occupier of a Lot must not move except in accordance with that determination.

18.2 Moving services

Owners and Occupiers and the Owners Corporation agree that the Owners Corporation will supply to Owners and Occupiers services to facilitate their moving (in the form of arranging and managing bookings, and making arrangements for the care and protection of the Common Property and lifts), as a service or amenity in accordance with section 111 of the Strata Schemes Management Act 1996, subject to the following conditions:

(a) in respect of moving which occurs outside the hours of 8am to 4pm Monday to Friday, Owners and Occupiers will pay to the Owners Corporation a fee of $400, or another amount as reasonably determined by the Owners Corporation from time to time;

(b) despite the provision of those services, Owners and Occupiers of Lots are nonetheless required to comply with any requirements of the By-laws that may apply to their moving; and

(c) to the maximum extent permitted by law, the Owners Corporation is not liable to Owners or Occupiers in connection with provision of (or failure to provide) the services, including by reason of the negligence of the Owners Corporation.

18.3 Repair, protection and cleanliness

An Owner or Occupier of a Lot must:

(a) ensure that they move in accordance with any applicable law.

(b) ensure that they move in a proper manner and exercising reasonable care,

(c) ensure that they do work necessary to repair any damage to the Common Property or clean any rubbish or debris from the Common Property caused by their moving, and further ensure that:

- **(i)** such work is done within 1 week from its occurrence: and
- **(ii)** such work is done:
  - **1** in accordance with any applicable law: and
  - **2** in a proper and workmanlike manner and exercising due care and skill.

Note. *If an Owner or Occupier of a Lot fails to repair damage under this By-law the Owners Corporation may by law be entitled to repair that damage and recover the cost from that Owner or Occupier, or any person who becomes the Owner of their Lot.*

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18.4 Bond

The Bond:

(a) is an amount in Australian currency reasonably determined from time to time by the Owners Corporation, and in default of such a determination, the amount of $500.

(b) must be paid by an Owner or Occupier of a Lot to the Owners Corporation prior to their moving.

(c) must be paid in any manner reasonable directed by the Owners Corporation or the Building Manager from time to time.

(d) may be applied by the Owners Corporation against any debt arising under section 63 of the Act in connection with a failure to carry out work required to be carried out under this By-law.

(e) must be returned to the relevant Owner or Occupier after the expiry of 1 month following the completion of their moving, less any amount deducted by the Owners Corporation in accordance with this By-law.

18.5 Liability for others

An Owner or Occupier of a Lot is liable under this By-law for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an Owner, any Occupier of their Lot) as fully as if those persons were that Owner or Occupier and those acts or omissions were theirs.

18.6 Recovery of amounts

A debt due from an Owner to the Owners Corporation in connection with this By-law:

(a) bears interest as if it was an unpaid contribution: and

(b) may be recovered by the Owners Corporation as if it was an unpaid contribution, including as to:

- **(i)** any interest payable; and
- **(ii)** the expenses of the Owners Corporation incurred in recovering those amounts.

Note. The vote of an Owner of a Lot at a general meeting of the Owners Corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the Owner in connection with this By-law.

18.7 Loading Dock

The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of any loading dock forming part of the Common Property, including in relation to the minimum height and weight of vehicles and the hours in which access is permitted.

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By-Law 19 Floor Coverings

19.1 An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot.

19.2 This By-law 19 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or other area tiled at the time of registration of the strata plan creating the Scheme.

Changes to floor coverings

19.3 An Owner or Occupier must not cover the floor space of a Lot with tiles, timber flooring, or any other product other than carpet and underlay ("**Hard Surface Flooring**").

19.4 Despite the preceding clause, an Owner or Occupier of a Lot may, with the prior written approval of the Owners Corporation, install Hard Surface Flooring in their Lot, if their Lot is a Ground Level Lot.

19.5 The Owners Corporation may grant or withhold its consent under the preceding clause in its absolute sole discretion. If granted, that consent may be granted subject to conditions (in which case that Owner or Occupier must comply with those conditions).

19.6 Any building works or alterations involved in the installation of Hard Surface Flooring or carpet in accordance with this By-law must be done in compliance with By-law 46 as if those building works or alterations were building works or alterations that affect the Common Property within the meaning of By-law 46.

Breach of this By-law

19.7 If an Owner or Occupier installs any floor covering or surface in breach of this By-law then the floor covering or surface must be removed and the previous type of floor covering or surface reinstated within 28 days of service of a notice on the Owner or Occupier from the Owners Corporation requiring removal.

19.8 If the Owner or Occupier fails to rectify that breach within 28 days of service of such notice the Owners Corporation may:

(a) enter the Lot, on giving the Occupier 24 hours' prior notice, and

(b) rectify the breach of the By-law by any lawful means including removing the new floor coverings or surfaces and, if appropriate, reinstating the previous type of floor coverings or surfaces, and

(c) recover as a debt from the Owner or Occupier the costs of the Owners Corporation incurred in rectifying any breach of this By-law together with the expenses incurred by the Owners Corporation in recovering those costs including, but without limiting the generality of the foregoing, the legal costs of the Owners Corporation on an indemnity basis.

19.9 The rights of the Owners Corporation set out in this paragraph are in addition to any other rights which the Owners Corporation may have in respect of the floor coverings or surfaces referred to in this By-law.

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Prior installations

19.10 This By-law does not apply to the installation of Hard Surface Flooring to a Lot which had been done at the time of the resolution to adopt this By-law.

By-Law 20 Garbage Disposal

20.1 An Owner or Occupier must:

(a) dispose of general waste by using the garbage chute in the Building or the general waste bins provided;

(b) dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the Common Property on each floor;

(c) ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained; and

(d) promptly remove any thing which the Owner, Occupier or any Authorised User may have dropped from the receptacle or in transit between the Lot and the garbage room or garbage chute and must take such action as may be necessary to clean the area within which that thing was spilled.

20.2 Owners and Occupiers and any Authorised Users must comply with the directions from time to time of the Building Manager or the Executive Committee as to the manner of disposal of garbage.

20.3 Nothing in this By-law 20 requires an Owner or Occupier or any Authorised User 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 21 Keeping of Animals

21.1 Subject to section 49(4) of the Act, an Owner or Occupier or any Authorised User must not, without the prior written approval of the Owners Corporation, keep any animal on the Lot (except a cat, a Small Dog weighing less than 15 kilograms, a small caged bird or fish kept in a secure aquarium)

21.2 The Owner or Occupier or any Authorised User who keeps an animal on the Lot under By-law 21.1 must at all times:

(a) keep the animal within the Lot;

(b) restrain (eg by leash or pet cage) and control the animal, including cats, at all times when it is on the Common Property;

(c) take such action as may be necessary to clean all areas of the Lot or the Common Property that are soiled by the animal; and

(d) ensure that the animal does not cause unreasonable interference (including in relation to the generation of noise) to Owners or Occupiers of any other Lot.

21.3 Despite By-law 21.1, an Owner or Occupier may keep an animal on the Owner's Lot if:

(a) the Original Owner approved of the keeping of such animal, prior to the date on which the relevant Owner became the owner of a Lot; and

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(b) the Owner otherwise complies with By-law 21.1, and provided that such right shall continue only for so long only as the animal referred to in the Original Owner's approval is alive.

21.4 The Owners Corporation may at any time order the Owner or Occupier to remove an animal if:

(a) it becomes offensive, vicious, aggressive, noisy or a nuisance; or

(b) you do not comply with your obligations under this By-law; or

(c) you breach a condition imposed by the Owners Corporation when it gave you consent to keep the animal; or

(d) you keep a dog and your dog is a restricted dog or not registered under the Companion Animals Act 1998 (NSW).

21.5 An Owner or Occupier must not keep at any one time more than 2 cats or 2 dogs or 1 cat and 1 dog.

By-Law 22 Appearance of Lot

22.1 The Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the rest of the Building.

This prohibition includes (without limitation):

(a) the display of "for sale" or "for lease" signs, or any other form of notice or advertising;

(b) satellite dishes or antennas.

By-Law 23 Notice Board

23.1 An Owners Corporation must cause a notice-board to be affixed to some part of the Common Property and maintain it.

By-Law 24 Change in Use of Lot to be Notified

24.1 An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that may affect the insurance premiums for the 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).

24.2 If the change of use results in an increase in the premium payable for any insurance effected by the Owners Corporation, the Owner of the relevant Lot must pay to the Owners Corporation that increase in premium within 7 days of notification in writing by the Owners Corporation.

24.3 Despite By-law 24.1, the Owner or Occupier is only permitted to use the Lot for a purpose permitted by law.

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By-Law 25 Curtains and Window Coverings

25.1 Any curtain or blind in a window or door which faces public or common areas must have a backing of white / off white, cream, silver, pale grey or other colour that may be approved in writing by the Owners Corporation, from time to time.

By-Law 26 Air Conditioning

26.1 The Owner of each Lot is the owner of the Air Conditioning Unit and Condenser Unit that exclusively services its individual Lot and has the exclusive right to use the area of the Common Property, if any, where the Air Conditioning Unit and Condenser Unit is located, including any ceiling void or roof area. together with the right to pass and re-pass over such areas of the Common Property necessary to gain access to the Air Conditioning Unit and Condenser Unit.

26.2 Owners are responsible for the repair and maintenance of the components referred to in By-laws 26.1.

26.3 The Owner is responsible for the ongoing repair and maintenance of the Air Conditioning Unit and Condenser Unit and shall ensure that it is maintained to avoid damage to the Common Property and any other Lot should the Unit fail.

26.4 An Owner or Occupier or any Authorised User shall not access the roof of the Building without first obtaining the consent of the Strata Manager or such person appointed by the Owners Corporation and then only in accordance with any conditions imposed by the Strata Manager with respect to such access.

26.5 An Owner or Occupier or any Authorised User shall not disturb or interfere with any air conditioning unit, condenser unit or air conditioning system installed to air conditioning any area of Common Property or any other Lot within the Building.

26.6 Air conditioning units and condensers must not be installed on Balconies.

By-Law 27 Hot Water System

27.1 The Owner of each Lot has a right to use the Hot Water System.

27.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Hot Water System.

27.3 The Owners Corporation must operate, maintain, repair and replace the Hot Water System.

27.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.

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By-Law 28 Structural Support in the Building

28.1 An Owner or Occupier other than the original Owner, when it has ownership, must not carry out any alteration to any part of the Building, which renders structural support to any other part of the Building without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration.

28.2 The consent of all Authorities required by law and the Building Management Committee {if required under the Strata Management Statement) must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all Authorities, the Building Management Committee (if required under the Strata Management Statement) and the Owners Corporation.

By-Law 29 Access to Inspect or Read Meters

29.1 Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on reasonable notice, give access to authorised persons to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Building Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

By-Law 30 Swimming Pool and Recreation Facilities

An Owner or Occupier must (and must ensure that any Authorised User does):

(a) not use the swimming pool and its surrounds between the hours of 10.00pm and 6.00am;

(b) ensure that his or her Authorised Users do not use the swimming pool or its surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;

(c) ensure that children are not in or around the swimming pool unless accompanied by an adult Owner or Occupier exercising effective control over them;

(d) ensure that glass containers or receptacles of any type are not taken to (or allowed to remain in) the swimming pool or its surrounds;

(e) exercise caution at all times and not run or splash or behave in any manner that is likely to interfere with the use of the pool by other persons;

(f) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool by other persons;

(g) at all times be adequately clothed so as not to be likely to offend other persons using the swimming pool or its surrounds;

(h) be adequately clothed and dry when leaving or entering the swimming pool area of the Building;

(i) not smoke, eat, drink or consume alcohol in the pool or its surrounds;

(j) not use balls, boogie boards or large inflated objects in the pool;

(k) must not use the swimming pool for commercial or business purposes;

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(l) comply with any rules that the Executive Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

By-Law 31 Security

31.1 In addition to its powers under the Act, the Owners Corporation may install and operate in the Common Property a Security System.

31.2 An Owner or Occupier or any Authorised User must not:

(a) interfere with the Security System; or

(b) do anything that might prejudice the security or safety of the Building.

31.3 An Owner or Occupier or any Authorised User must take reasonable care to ensure that security doors in the Building are locked or closed when they are not being used.

By-Law 32 Gas Service

32.1 The Owner of each Lot has a right to use the Gas Service.

32.2 Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

32.3 The Owners Corporation must operate, maintain, repair and replace the Gas Service.

32.4 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service.

By-Law 33 Restricting Access to Common Property

33.1 In addition to its powers under the Act, the Owners Corporation has the power to:

(a) close off or restrict by security key, access to parts of Common Property that do not give access to a Lot;

(b) restrict by security key, an Owner or Occupier access to levels in the Building where an Owner or Occupier does not own or occupy a Lot or have rights to use any part of the Common Property according to any By-law;

(c) allow the Strata Manager, Building Manager, security personnel or representatives approved by the Executive Committee to use part of Common Property to operate or monitor security of the Building. The Owners Corporation may exclude any Owner or Occupier from using those parts of Common Property;

(d) restrict by security key, members of the general public from accessing any part of the Common Property.

33.2 The Owners Corporation or Strata Manager may close off or restrict access to Common Property facilities if such closure or restriction is necessary or desirable to control and administer those facilities.

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By-Law 34 Security Keys

34.1 If the Owners Corporation or Strata Manager restricts access to Common Property under By-law 33, the Owners Corporation may give an Owner or Occupier or other person authorised by the Owners Corporation a Security Key. If the Owners Corporation or Strata Manager restricts access to Common Property under By-law 33.1 (d), the owners Corporation must give an Owner, Occupier or other person authorised by the Owners Corporation a Security Key. The Owners Corporation may charge an Owner or Occupier a fee or bond if an Owner or Occupier requests extra or replacement Security Keys.

34.2 Security Keys remain the property of the Owners Corporation.

34.3 In addition to its powers under the Act, the Owners Corporation has the power to:

(a) re-code Security Keys;

(b) require an Owner or Occupier or other person authorised by the Owners Corporation to promptly return his or her Security Keys to the Owners Corporation to be re-coded.

34.4 In addition to its powers under the Act, the Owners Corporation has the power to make agreements with another person (including the Building Manager, the Strata Manager or any security personnel) to exercise its functions under this By-law 34 and, in particular, to manage the Security Key system and provide Security Keys to Owners and Occupiers and other persons authorised by the Owners Corporation. The agreement may have provisions requiring Owners and Occupiers to pay an administration fee for the provision of Security Keys.

34.5 An Owner or Occupier must:

(a) take all reasonable steps not to lose Security Keys;

(b) return Security Keys to the Owners Corporation if an Owner or Occupier or other person authorised by the Owners Corporation does not need them or if an Owner or Occupier is no longer an Owner or Occupier in the Building;

(c) notify the Owners Corporation immediately if an Owner or Occupier loses a Security Key.

34.6 If an Owner or Occupier leases or licences a Lot an Owner or Occupier must include a requirement in the lease or licence that the Occupier return Security Keys to the Owners Corporation when they vacate the Building.

34.7 An Owner or Occupier must not:

(a) copy a Security Key:

(b) give a Security Key to someone who is not an Owner or Occupier, except to relatives, carers or similar, or in (or for use in) the case of an emergency.

34.8 An Owner or Occupier must comply with reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about recoding and returning Security Keys, which includes full participation in all security audits.

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By-Law 35 Agreement with the Building Manager

35.1 In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into agreements with the Building Manager to provide management and operational services.

35.2 The duties of the Building Manager under an agreement between it and the Owners Corporation may include, without limitation:

(a) care taking, supervising and servicing Common Property;

(b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;

(c) arranging for the inspection and certification of plant and equipment as required by laws;

(d) providing services to the Owners Corporation, Owners and Occupiers including: without limitation, the services of a handyperson and cleaning services;

(e) supervising employees and contractors of the Owners Corporation; and

(f) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Building.

By-Law 36 Failure to Comply with By-laws

36.1 The Owners Corporation may do any act:

(a) that an Owner or Occupier of a Lot should have done under the Act or these bylaws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly; and

(b) to ensure compliance with these By-laws by an Owner or Occupier, including remedying or restoring anything done by an Owner or Occupier which is prohibited under these By-laws.

36.2 If the Owners Corporation requires access to a Lot to do any act pursuant to By-law 36.1, then the Owners Corporation must give the Owner or Occupier of that Lot written notice specifying when it will enter the Lot to do that act.

36.3 The Owner or Occupier of that Lot must give the Owners Corporation (or persons authorised by it) access to the Lot as required by the notice and at the Owner's or Occupiers cost. The Owners Corporation (including any representative, contractor or agent) is entitled to remain on the Lot for as long as is necessary in order to do any act contemplated by By-law 36.1.

36.4 The costs of the Owners Corporation in doing any act pursuant to this By-law 36 shall be a debt payable by the Owner or Occupier to the Owners Corporation on demand.

36.5 The rights of the Owners Corporation under this By-law 36 are in addition to those that it has under the Act.

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By-Law 37 Use of Balconies

Note. *"Balcony" is a defined term under clause 1. 1.*

37.1 An Owner or Occupier or any Authorised User must not, without the written consent of the Owners Corporation, use Balconies to store furniture, goods or any other item.

37.2 Outdoor furniture kept on a Balcony must:

(a) have an appearance in keeping with the appearance of the rest of the building;

(b) not cause damage or be dangerous or have potential to cause damage or injury.

37.3 An Owner or Occupier must keep any Balcony, glass balustrade, handrail and louvre within the Owner or Occupier's Lot clean, tidy and well maintained.

37.4 An Owner or Occupier must ensure that no damage is caused to a person or property when cleaning, tidying or maintaining any item referred to in By-law 37.3.

37.5 An Owner or Occupier must ensure that any furniture or other loose items on a Balcony are adequately secured to ensure that they do not cause damage to a person or property in windy conditions.

37.6 An Owner or Occupier must not install any water feature or pond on a Balcony.

37.7 An Owner or Occupier must not use a chiminea (Mexican fire pot), or a fire pit, or similar device on their balcony.

37.8 An Owner or Occupier must not, without the written consent of the Owners Corporation;

(a) modify a balustrade of a Balcony in any way; or

(b) affix or install any item to, or paint or renovate, a wall or ceiling of a Balcony or

(c) tint or cover any glass balustrade or place any sign on any balustrade; or

(d) use the glass balustrade or hand rail for any purpose other than for what it was designed.

37.9 The Building Manager is authorised to take photographs of any items kept on a Balcony which can be seen from outside of the Lot, which are considered to be in breach of a By-law for the enforcement of the By-laws.

37.10 An Owner or Occupier may, with the written consent of the Strata Committee, arrange for a person qualified and experienced in the application of adhesive vinyl and similar films who is approved by the Strata Committee, to apply Metamark Dusted Etch M7DE apex solvent-based adhesive 70 micron polymeric calendered frosted film to the balcony balustrade glass of the lot, If that product is no longer available, the Strata Committee may approve its nearest equivalent.

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By-Law 38 Storage Areas

38.1 An Owner or Occupier or any Authorised User shall:

(a) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material;

(b) be responsible for the repair of any damage caused to the Storage Area and Common Property as the result of the use of the Storage Area;

(c) ensure that the Storage Area is kept clean and all free of rubbish and vermin;

(d) ensure car park ventilation grilles are not obstructed due to stored items;

(e) ensure that ventilation of the Storage Area is not adversely affected due to the items stored;

(f) ensure that the storage cage is not enclosed or covered to prevent the effective operation of fire sprinklers;

(g) not fill storage cages over 2.1 metres high or above the mesh walls.

38.2 An Owner or Occupier or any Authorised User of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.

38.3 The Owner or Occupier or any Authorised User of any Storage Area may clad the Storage Area in green shade cloth up to a height of 2.1 metres.

38.4 The Owner or Occupier or any Authorised User uses these areas at their own risk. To the maximum extent permitted by law the Owners Corporation is not responsible for any items stolen or damaged while kept in a Storage Area.

By-Law 39 Smoking, Alcohol and Drugs

39.1 An Owner, Occupier or Authorised User must not:

(a) smoke any cigarette, cigar or other product on Common Property, or allow smoke to enter Common Property or another Lot; and

(b) consume alcohol or use any illegal substance on Common Property.

By-Law 40 Use of Lots

40.1 An Owner or Occupier of a Lot shall not use their Lot or permit their Lot to be used:

(a) except for a use permitted by a Development Consent granted by a relevant Authority;

(b) for any illegal use;

(c) for any use that degrades the reputation of the Owners Corporation or other Owners in the Building;

(d) in any manner that interferes with the reasonable enjoyment of the Owner or Occupier of any other Lot.

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By-Law 41 Maintenance of Garden Areas within Lots

41.1 An Owner or Occupier must:

(a) maintain the soil and plants in a Garden Area in a neat and tidy manner and to a standard at least equivalent to the standard that the garden areas located on the Common Property are maintained to from time to time; and

(b) when watering the plants or soil, make sure that the water does not go on to Common Property or another Lot;

(c) not stand on any planter box;

(d) not damage the waterproofing membrane to any planter box.

41.2 In the event that an Owner or Occupier fails to adequately maintain a Garden Area within its Lot, the Owners Corporation may undertake such maintenance and recover the cost of doing so from the respective Owner in accordance with By-law 36.

By-Law 42 General Exclusive Use Rights

42.1 The Owner of each Lot has the right to the exclusive use and enjoyment of any service that exclusively services their individual Lot that is located in and forming part of the Common Property ("Exclusive Services").

42.2 The Owner is responsible for the ongoing repair and maintenance of the Exclusive Services.

42.3 In the event that the Owner or Occupier or person authorised by an Owner fails to maintain the Exclusive Services in accordance with this By-law, the Original Owner during the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-law. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.

By-Law 43 Intercom System

43.1 The Owner of each Lot has a right to use the Intercom System.

43.2 An Owner, Occupier or Authorised User must not misuse the Intercom System.

43.3 An Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the Intercom System.

43.4 The Owners Corporation must operate, maintain, repair and replace the Intercom System.

43.5 The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Intercom System.

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By-Law 44 Lessees/Licensees

44.1 An Owner whose Lot, in whole or in part, is the subject of a lease or licence agreement must:

(a) provide the lessee or licensee with a copy of these By-laws and the Strata Management Statement;

(b) require the lessee or licensee to perform and observe the obligations on the part of the Owner under these By-laws and the Strata Management Statement.

By-Law 45 Provision of Amenities or Services

45.1 The Owners Corporation may enter into arrangements with a suitably qualified or licensed person for the provision of amenities or services to the Owners or Occupiers including:

(a) window cleaning;

(b) garbage disposal and recycling services;

(c) electricity, water or gas supply;

(d) telecommunications services;

(e) security services;

(f) lawn and garden maintenance;

(g) pool cleaning and maintenance;

(h) lift services;

(i) any other amenities or services deemed appropriate by the Owners Corporation.

45.2 If the Owners Corporation decides to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate to the Owner or Occupier the amount for which, and the conditions on which, it will provide the amenity or service.

By-Law 46 Building Works and Alterations

46.1 Subject to the provisions of this By-law, an Owner or Occupier must obtain the approval of the Owners Corporation in accordance with By-law 4 to carry out any building works or alterations that affect the Common Property.

46.2 For clarity, the floor tiles in the bathroom, kitchen, laundry and balcony form part of Common Property.

46.3 In addition to the approval of the Owners Corporation under By-law 46.1, an Owner or Occupier must obtain the approval of:

(a) the Building Management Committee (if required under the Strata Management Statement);

(b) Council or any other Authority (if required by law), to the building works or alterations.

46.4 Approval of the Owners Corporation is not required to carry out minor work to the interior of the Common Property enclosing a Lot.

46.5 Approval of the Owners Corporation to the carrying out of building works or alterations will not of itself constitute approval to the lodgement of a development application to the Council or any other Authority (if required by law).

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46.6 An Owner or Occupier must give to the Owners Corporation at least 30 days' notice before carrying out any building work or alterations. This applies whether or not approval of the Owners Corporation is required.

46.7 A notice under By-law 46.6 must describe the proposed alterations or works in sufficient detail for the Owners Corporation to ascertain:

(a) the estimated time period for the carrying out of the proposed alterations or building work;

(b) the nature and extent of the proposed alterations or building works;

(c) whether any Common Property will be affected; and

(d) whether any other Owner or Occupier will be affected.

46.8 During the carrying out of any building works or alterations, an Owner or Occupier must:

(a) ensure no damage is caused to services or pipes within the Building;

(b) ensure that the building works or alterations are carried out by a suitably qualified or licensed person to the satisfaction of the Owners Corporation and, if appropriate, the Council or other Authority;

(c) take all reasonable precautions to ensure that no damage is caused to the Common Property or another Lot;

(d) repair any damage caused to the Common Property or another Lot as a result of the building works or alterations; and

(e) carry out the building works or alterations promptly.

46.9 Prior to carrying out any building works or alterations, an Owner or Occupier:

(a) must ensure that a work method statement is prepared by a suitably qualified or licensed person to ensure that a safe work environment and method are enforced;

(b) provide the Owners Corporation with a copy of the work method statement.

46.10 Nothing contained in this By-law shall entitle an Owner or Occupier to install any device, including but not limited to, a home entertainment system, stereo, television or the like, on any Common Property (including any ceiling speakers) or within the Lot that breaches any other By-law including By-law 46.

By-Law 47 Apartment Entry Door Modifications

47.1 Apartment entry doors are fire rated doors that are installed in accordance with relevant fire safety standards and codes.

47.2 Alterations or modifications to apartment entry doors, including peep holes, locks, etc require prior approval in accordance with By-law 46.

By-Law 48 Lights

48.1 Owners and Occupiers are responsible for the repair, maintenance and replacement of all lights and associated transformers within their Lot.

48.2 Owners and Occupiers are responsible for the repair, maintenance and replacement of all wall mounted and ceiling lights on any Balcony forming part of their Lot and any replacement lights must be in keeping with the existing light fitting.

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By-Law 49 Insect Screens

49.1 An Owner or Occupier must not install an Insect Screen to an entry door to a Lot that faces Common Property within the Building.

49.2 An Owner or Occupier may install an Insect Screen on any window or door which faces the exterior of the Building so long as the Insect Screen is finished in powder coated finish to match the window frame or door frame to which it is to be affixed. Any enquires as to the colour and finish permissible should be directed to the Owners Corporation.

49.3 An Owner or Occupier must comply with any Rules in relation to the use of Insect Screens.

By-Law 50 Short Term Rentals

The Owner of a Lot ("the Lot") who proposes to rent the Lot shall not permit the Lot to be offered for rental in any way or for any period that might breach the Permitted Use Provisions of the zoning under which the Lot falls, or any regulations of Government Authorities or Regulations with respect to the prohibition of short-term, holiday or "executive" rentals.

All leases must be in the form of a Residential Tenancy Agreement and must be for a minimum term of 3 months. For clarity, Air B'n'B and/or similar services fail to comply with the requirements of this by-law.

By-Law 51 Energy Efficient and Sound Proof Windows

Note. The purpose of this By-law is to enable lot owners to install double glazing or other Energy Efficient and Sound Proof Window systems after agreeing to the terms of this By-law by submitting a formal request compliant with all conditions set out in this By-law.

51.1 Definitions

(a) **Standards** means the Building Code of Australia within the meaning of the Environmental Planning and Assessment Act 1979 and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(b) **Works** means all building works done or required to be done by an Owner or Occupier, and all related services supplied or required to be supplied, to effect the installation of the energy efficient soundproof windows.

51.2 Grant of Right

This By-law grants any lot owner the right to install energy efficient and sound proof windows (double glazing) on the following conditions:

51.3 Conditions and Enduring Obligations

The Lot owner must when installing energy efficient and soundproof windows:

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(a) comply with all relevant Standards and any applicable law and government requirements;

(b) have received the prior approval of the executive committee of the Owners Corporation to the windows specifications including size, colour and model;

(c) ensure the installation is of an appearance in keeping with the general appearance of the rest of the scheme;

(d) use appropriately licensed and insured contractors/tradesmen;

(e) renew or replace the Works so that the Works or parts of the Works **do not form common property** (i.e. installations must be on the **inside** of the windows);

(f) remove all debris resulting from the Works immediately from the building;

(g) indemnify the Owners Corporation of all costs associated with the installation, ongoing repair and replacement of the works, including removal of the works should it impede the repair and maintenance of existing common property or when reasonably required by the Owners Corporation.

By-Law 52 Works to Remedy Breach

Explanatory note: *This By-law requires owners and occupiers to undertake works to remedy a breach by them of the By-laws, such as work necessary to repair damage done by them to Common Property, clean Common Property which was soiled by them, or remove items they deposited or discarded on Common Property.*

If those works are not done, the Strata Schemes Management Act 1996 permits the Owners Corporation to do those works and recover the costs from the owner or occupier (or subsequent owner of their Lot). If an owner or occupier fails to pay the Owners Corporation those costs, they may lose their entitlement to vote at meetings of the Owners Corporation.

Obligation to do work to remedy breach

52.1 An Owner or Occupier of a Lot is required to do any work necessary to remediate any breach by them of any of the By-laws of the strata scheme, including without limitation work to:

(a) repair any damage caused to property, including without limitation the Common Property or personal property vested in the Owners Corporation;

(b) clean any rubbish, dirt, debris, or staining caused to property including without limitation from the Common Property or personal property vested in the Owners Corporation;

(c) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus including without limitation such systems, services, appliances or apparatuses forming part of the Common Property or being personal property vested in the Owners Corporation; and

(d) remediate a breach or non-compliance with any applicable law or the requirements of any public authority having jurisdiction caused by that breach of By-law, without limitation including such a breach or non-compliance

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affecting the Common Property or any personal property vested in the Owners Corporation.

Conditions attaching to remedial work

52.2 An Owner or Occupier of a Lot who is required to do work under clause 51.1 must:

(a) prior to undertaking such work, and upon completion of the work, notify the Owners Corporation in writing

(b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent that these By-laws otherwise provide;

(c) ensure that such work is done:

(i) in accordance with any applicable law and any other applicable requirement of these By-laws; and

(ii) in a proper and workmanlike manner and exercising due care and skill; and

(d) ensure that such work is done only by contractors or other service providers nominated by the Owners Corporation from time to time.

Note. *If an owner or occupier of a Lot fails to do work under this By-law the Owners Corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their Lot.*

Power to carry out work and recover costs

52.3 Within the meaning of Section 63 of the Strata Schemes Management Act 1996 if:

(a) work is required to be carried out by an Owner or Occupier of a Lot under a term on condition of this By-Law;

(b) that Owner or Occupier fails to carry out that work;

then the Owners Corporation may carry out that work and may recover the cost of carrying out that work from that Owner or Occupier, or any person who, after the work is carried out, becomes the Owner of the Lot.

Liability for others

52.4 An Owner or Occupier of a Lot is liable under this By-law for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an Owner, any Occupier of their Lot) as fully as if those persons were that Owner or Occupier and those acts or omissions were theirs.

Recovery of amounts

52.5 A debt due from an Owner to the Owners Corporation in connection with this By-law:

(a) bears interest as if it was an unpaid contribution;

(b) may be recovered by the Owners Corporation as if it was an unpaid contribution, including as to:

(i) any interest payable;

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(ii) the expenses of the Owners Corporation incurred in recovering those amounts.

Note. *The vote of an owner of a Lot at a general meeting of the Owners Corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection with this By-law.*

52.6 The rights of the Owners Corporation under this By-law are in addition to its other rights under the By-laws of the Scheme or otherwise arising at law.

By-Law 53 Common Property Works

53.1 In this by-law:

Adjacent Common Property means that part of the common property of the Strata Plan which is affected by reason of the installation of the Common Property Works:

Common Property Works means installation of any or all of:

(a) a canvass awning by attachment to that part of Common Property being the pergola located on the balcony of a Lot;
(b) a pergola covering by attachment to that part of the Common Property being the pergola located on the balcony of a Lot;
(c) shutters by attachment to that part of the Common Property being identified in the Plans; and
(d) louvres by attachment to that part of the Common Property being identified in the Plans.

Consent means the Owner's consent to this by-law in the form provided to the corporation at the meeting at which this by-law was approved.

Owner the owner of a Lot in the Scheme.

Plans means the plans and specifications detailing the location, nature and extent of the proposed Common Property Works together with details of the proposed contractor.

Works means the installation and all or any maintenance, repair, renewal or replacement of the Common Property Works.

53.2 An Owner has the special privilege to install the Common Property Works subject to conditions contained in this by-law.
53.3 Prior to carrying out any Works, an owner must submit the Plans to the executive committee for approval, which approval subject to by-law 53.4, will not be unreasonably withheld.
53.4 The executive committee may request further information and/or impose conditions on an Owner prior to or as a condition of providing approval under by-law 53.3.

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53.5 An Owner of a Lot who installs Common Property Works in accordance with this by-law must:

(a) comply with any relevant Authority requirements relating to the installation of the Common Property Works;

(b) ensure the Works are undertaken by an appropriately qualified & insured tradesman in accordance with any Authority approvals and requirements;

(c) Install the Common Property Works so as to cause minimum disturbance and inconvenience to other residents of the strata scheme;

(d) be responsible for the proper maintenance, replacement and keeping in a state of good and serviceable repair the Common Property Works;

(e) be responsible for the proper maintenance and keeping in a state of good and serviceable repair the Adjacent Common Property;

(f) repair any damage to the common property or Adjacent Common Property caused by the Owner or the Owner's agents or contractors in the course of undertaking any obligations under this by-law;

(g) keep the Owners Corporation indemnified against:

(i) any claims made against or expenses incurred by the Owners Corporation arising out of or caused by the Works, or the use or maintenance of the Common Property Works; and

(ii) any liability for damage to the Common Property Works caused by the Owners Corporation in undertaking any work referred to in s65 of the Act or in exercising the power of entry conferred by that section;

(h) provide the Consent to the Owners Corporation.

53.6 If an owner fails to carry out its obligations under this by-law, the Owners Corporation or its agents, employees or contractors may carry out any obligations and enter upon any part of the relevant Lot for that purpose at any reasonable time after giving notice to any owner or occupier of that relevant Lot and the costs of carrying out the obligations may be recovered from the Owner of the relevant Lot as a debt.

THE OWNERS - STRATA PLAN No. 81718 ★ Common Seal

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 81718 was affixed on ^ 27 November 2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: Andrew Ucchino Authority: STRATA MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN No. 81718 Common Seal

^ 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.

Created 2016

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Lodger Details

Lodger Code	501285K
Name	CORRS CHAMBERS WESTGARTH
Address	50 BRIDGE SYDNEY 2000
Lodger Box	898S
Email	PEXA.LRC@CORRS.COM.AU
Reference	9177941

Land Registry Document Identification

AU127863

STAMP DUTY:

Lease (07L)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP81718	N	

Applicant

VODAFONE NETWORK PTY LTD ACN 081918461
Registered company

Document Type

Lease (07L)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	VODAFONE NETWORK PTY LTD
Signer Name	GREG HASSALL
Signer Organisation	PARTNERS OF CORRS CHAMBERS WESTGARTH
Signer Role	PRACTITIONER CERTIFIER
Execution Date	04/06/2024

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Form: 07L
Edition: 1309
Licence: 04-08-438
Licensee: Corrs Chambers Westgarth

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased ~~CP/SP81720~~ CP/SP81718
Part folio identifier ~~1/1134156~~ as shown hatched and annexed and marked Lease Area "A" and Lease Area "B".

Authorised to amend Debra Lucas 4/6/2024
Authorised to amend 26/8/24

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number, if any	CODE
599D	Customer Account Number: 123648F Corrs Chambers Westgarth GPO Box 9925 BRISBANE QLD 4001 (07) 3228 9479 Reference: 9177941	L

(C) **LESSOR**

THE OWNERS – STRATA PLAN 81718 ABN 4631 6310 793

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE**

VODAFONE NETWORK PTY LTD ACN 081 918 461

(F) **TENANCY:**

(G) 1. **TERM:** 20 years
2. **COMMENCING DATE:** 25 February 2023
3. **TERMINATING DATE:** 24 February 2043
5. With an **OPTION TO PURCHASE** set out in clause Not Applicable
6. Together with and reserving the **RIGHTS** set out in clause Not Applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE A** hereto
8. Incorporates the provisions set out in Not Applicable with the Land and Property Management Authority as No(s). Not Applicable
9. The **RENT** is set out in **Item 7** of **the Information table in Annexure**

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DATE:

..... dd mm yyyy

(H) **FOR EXECUTION CLAUSES, SEE PAGE 22.**

(I) **STATUTORY DECLARATION ***

I

on behalf of

solemnly and sincerely declare that--

1 The time for the exercise of the option to renew/purchase in expired lease No. has ended;

2 The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on

in the presence of-

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness *[specify]*

**who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was a *[Omit ID No.]*.

Signature of witness: ..... Signature of lessor: .....

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. **If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

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Annexure A

This is Annexure A referred to in the lease between **The Owners – Strata Plan 81718** ABN 46316310793 (as lessor) and **Vodafone Network Pty Ltd** ACN 081 918 461 (as lessee)

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Information Table

Parties

Name	**The Owners – Strata Plan 81718**
ABN	46316310793
Short form name	**Lessor**
Notice details	197-215 Condamine St Balgowlah NSW 2093 Attention:
Email address	
Name	**Vodafone Network Pty Limited** ACN 081 918 461
ABN	31 081 918 461
Short form name	**Lessee**
Notice details	Vodafone Central, Level 1, 177 Pacific Highway, North Sydney NSW 2060 or such other address as may be the registered office of the Lessee from time to time Attention: General Counsel Vodafone ID: Site No. 240855

Items

Item 1 **Premises (clause 1.1)**

The area of the Land shown on the plan in **Annexure B** being part of the property known as 197-215 Condamine St, Balgowlah NSW 2093

Authorised to amend by Deborah Lucas 4/6/24

Item 2 **Land (clause 1.1)**

The part of the land comprised in Folio Identifier ~~1/1194156~~ ~~CP/SP 81720~~ CP81718

Item 3 **Commencing Date (clause 1.1)**

25 February 2023

Item 4 **Terminating Date (clause 1.1)**

24 February 2043

Item 5 **Term (clause 1.1)**

20 years

Item 6 **Break Date (clause 1.1 & clause 3.2)**

Not Applicable

Item 7 **Rent (clauses 1.1 and 6.1)**

At the Commencing Date the sum of $22, 500.00 per annum and thereafter as reviewed pursuant to the terms of this Lease.

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Item 8 **Rental Day**

The Commencing Date and then on the same day of each month of the Term, **clause 6.3** being not applicable in this Lease.

Item 9 **Review Factor (clause 7)**

3%

Item 10 **Lessor's Bank Account (clause 6.2)**

Bank:
Branch:
Account Name:
BSB:
Account Number:

Item 11 **Contact person (clause 15.2)**

Lessee:	Account Manager, Vodafone Account Colliers International (NSW) Pty Ltd
Telephone:	(02) 9957 6611
Facsimile:	(02) 9957 2990
Lessor:	Andrew Ucchino, Whelan Property Group
Telephone:	02 9219 4111
Email:	andrew@whelanproperty.com.au

Item 12 **Lessee's solicitors (clause 21)**

Corrs Chambers Westgarth
Level 42, 111 Eagle Street
BRISBANE QLD 4000

Telephone: (07) 3228 9333
Facsimile : (07) 3228 9444

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Agreed terms

1 Defined terms and interpretation

1.1 Defined terms

Break Date	The date stated in **Item 6**.
Carrier	A carrier as defined in the Telecommunications Act.
Commencing Date	The date specified in **Item 3**.
Consequential Loss	Any loss, not arising naturally, and not arising according to the usual course of things from the relevant breach, whether or not such loss may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the relevant breach.
Equipment	Those items of plant and/or equipment of the Lessee, including all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee, including the Equipment Cabin on the Premises, and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee for use in connection with its communication network.
Equipment Cabin	That part of the Equipment comprising the cabin constructed by the Lessee on the Premises to house certain parts of its Equipment.
GST	Goods and services tax as described in the GST Law.
GST Law	*A New Tax System (Goods and Services Tax) Act 1999* (Cth).
GST Rate	The prevailing rate of the GST payable in accordance with the GST Law.
Information table	The part of this Lease described as the Information table.
Item	An item in the Information table.
Land	The land specified in **Item 2**.
Lessor's Improvements	The building or other structure on the Land owned or used by the Lessor on or within which the Premises are situated.
Permitted Use	Constructing, maintaining, operating and upgrading a telecommunications network and telecommunications service including but not limited to installing, storing, operating, repairing, maintaining, altering and replacing the Equipment consistent with the evolving nature of telecommunications services.
Physical Installation	The installation of the Equipment essential to the functioning of the Lessee's telecommunications facility which will remain at the Premises for the duration of the Term to enable the Lessee to conduct its Permitted Use but does not include entering the Land to undertake an inspection or surveying the Land.
Plan	The lease plan which is annexed to this Lease as **Annexure B**.
Premises	The premises described in **Item 1** of the Information table.

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Related Body Corporate	Has the meaning attributed to that term by Section 9 of the *Corporations Act 2001* (Cth).
Rent	The amount specified in **Item 7**.
Rental Day	The days referred to at **Item 8**.
Review Date	Each anniversary of the first Rental Day.
Review Factor	The percentage set out at **Item 9**.
Secure Premises	Lessor's Improvements which for operational or security reasons are not generally accessible by the Lessee at all times.
Sequential Lease	A lease of the Premises between the Lessor and the Lessee, other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.
Tax Invoice	Has the meaning given in the GST Law.
Taxable Supply	Has the meaning given in the GST Law.
Telecommunications Act	The *Telecommunications Act 1997* (Cth).
Term	The term specified in **Item 5**.
Terminating Date	The date specified in **Item 4**.

1.2 Interpretation

Except where the context otherwise requires a reference in this Lease to:

(a) Statutes, regulations, proclamations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing the same from time to time, and a reference to a statute includes all regulations, proclamations, ordinances or by-laws under that statute;

(b) the singular number includes a reference to the plural number and vice versa;

(c) any gender includes a reference to the other genders and each of them;

(d) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them;

(e) any person (including the Lessor and the Lessee) shall mean and include the legal personal representatives, successors in title or assigns of such person as the context may require;

(f) a company or a corporation includes a person and vice versa;

(g) a clause number shall mean a reference to the respective clauses of this Lease;

(h) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted, renamed or replaced or that any of its powers or functions are transferred to any other entity, body or group refer respectively to any such entity, body or group established or constituted in lieu thereof or succeeding to similar powers or functions;

(i) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and on the Land with the consent of that party;

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(j) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months;

(k) the word 'including' in any form is not a word of limitation;

(l) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(m) a reference to this Lease includes the forms, schedules, annexures and exhibits to this Lease and where amended means this Lease as amended; and

(n) any thing or amount is a reference to the whole and to each part of it.

1.3 Headings

Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 All parties bound

Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease shall bind all of such persons jointly and each of them severally.

1.5 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.6 Severance

If any covenant, agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants, agreements and provisions of this Lease will not be affected thereby but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

2 Statutory provisions

2.1 Exclusions

(a) To the extent that they may be excluded, any covenants, powers or provisions implied in leases by statute do not apply to this Lease.

(b) Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

2.2 Telecommunications Act

(a) For the purposes of clause 17(5) of Schedule 3 of the Telecommunications Act, the Lessor is deemed to have waived any requirement for the Lessee to provide or for the Lessor to receive any notice otherwise required under those statutory provisions regarding any activity otherwise the subject of this Lease.

(b) This Lease will be treated (where applicable) as an agreement entered into for the purposes of clause 11(1) of Schedule 3 of the Telecommunications Act.

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(c) Nothing in this Lease operates to limit the exercise of the Lessee of any power the Lessee may at any time have under Schedule 3 of the Telecommunications Act, provided however that the Lessee must not exercise such a right in a manner which is inconsistent with an express provision of this Lease.

(d) In consideration of the performance of the Lessee's obligations under this Lease, the Lessor forever waives its rights, and must not make any claim for compensation, under clause 42 (and for the avoidance of doubt clause 62) of Schedule 3 of the Telecommunications Act in relation to the access to the Land, or the installation of the Equipment on the Land, by the Lessee. For the avoidance of doubt, notwithstanding this **clause 2.2(d)**, the parties agree that any amount paid by the Lessee under this Lease exceeds the amount of such compensation which would have been payable in any event.

3 Lease for the Term

3.1 Term

The Lessor leases the Premises to the Lessee for the Term.

3.2 Termination on a Break Date

If the Lessee gives to the Lessor, at any time not later than 6 months prior to a Break Date, a notice that it wishes to terminate this Lease on that Break Date, then this Lease will come to an end on the Break Date so specified.

4 Holding over

(a) If the Lessee continues to occupy the Premises, with the Lessor's consent not to be unreasonably withheld, beyond the Terminating Date otherwise then pursuant to a Sequential Lease, the Lessee shall occupy the Premises on an 18 month basis, at a Rent payable by equal monthly instalments in advance (at the same Rent as during the year preceding the Terminating Date, reviewed in accordance with clause 7) and otherwise on the same terms and conditions as this Lease.

(b) The tenancy so created is determinable at any time by either party by the party giving at least 18 months' prior notice to the other party, to expire on any date.

5 Permitted use

Subject to the Lessee first complying with the requirements of any statutory body with authority in respect of the Lessee's use or development of the Premises, the Lessee may during the Term, as is permitted under this Lease, use the Premises on the Land, the Lessor's Improvements and the Land for the Permitted Use.

6 Payment of Rent

6.1 Payment

(a) Subject to **clauses 6.1(b), 6.1(c)** and **6.3** the Lessee must pay the Rent in advance on the Rental Days.

(b) The Lessor acknowledges and agrees with the Lessee that:

(i) it is the Lessee's practice to pay monthly instalments of Rent on or before the seventh day of each month; and

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(ii) the Lessor accepts that practice and will not make any claim or demand arising from or in connection with that practice.

(c) The Lessee may make a pro-rata payment in respect of Rent or any other payment under this Lease, where a payment period is less than as specified in this Lease (for example where Rent is due for a period less than a month).

6.2 EFT

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 10**. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 10** provided that notice of any such nomination is received by the Lessee not less than 30 days prior to the relevant Rental Day. Payment by EFT by the Lessee's banker to the relevant nominated account by the relevant Rental Day is a full discharge for the payment.

6.3 Rent deferred

(a) In this clause:

Fit-Out Period means the period of twelve weeks starting on the date the Lessee commences Physical Installation.

(b) The Lessee's obligation to pay Rent will not commence until the earlier of:

(i) the day following the expiry of the Fit-Out period; and

(ii) the date the Lessee commences transmission of signals from the Premises.

(c) Subject to **clauses 6.1(b)** and **6.1(c)**, the Rental Day for the balance of the Term will be the date of the first Rental Day in each succeeding month during the Term.

(d) The Lessee may install the Equipment on the Premises during the Fit-Out Period.

7 Rent reviews

On each Review Date the Rent will be increased by the Review Factor.

8 Rates and taxes

The Lessor and the Lessee agree that the Rent includes any rates, taxes and outgoings (other than any electricity cost payable by the Lessee under **clause 10**) which may be payable in relation to the Premises.

9 GST

In this **clause 9**, words used which have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

9.1 GST

(a) Unless expressly indicated, the consideration for any supply under or in connection with this Lease is exclusive of any GST.

(b) To the extent that any supply made under or in connection with this Lease is a Taxable Supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is to be paid or provided.

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(c) Unless expressly indicated in **clause 9.2**, the supplier must issue a Tax Invoice to the recipient of the supply prior to the time of payment of the GST inclusive consideration or at such other time as the parties agree.

(d) Unless expressly indicated in **clause 9.2**, where an adjustment event arises under or in connection with this Lease the supplier must issue to the recipient an adjustment note in accordance with the GST Law within 14 days of becoming aware of the need to make the adjustment.

(e) To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

9.2 Recipient Created Tax Invoice (RCTI)

(a) For the purposes of this **clause 9.2**, "supplier" means the Lessor and "recipient" means the Lessee or the Lessee's agent. This **clause 9.2** applies only in relation to the payment of Rent by the Lessee (or its agent) to the Lessor.

(b) The parties agree that:

(i) the Lessee (or its agent) may, and will, issue a RCTI to the Lessor in relation to the Rent payable for the supply by the Lessor to the Lessee; and

(ii) the Lessor will not issue a Tax Invoice to the Lessee (or its agent) in relation to the Rent payable for the supply by the Lessor to the Lessee.

(c) The Lessee (or its agent):

(i) will issue the original or a copy of the RCTI to the Lessor within 28 days of the making, or determining the value, of the Taxable Supply;

(ii) will issue the original or a copy of an adjustment note to the Lessor within 28 days of the adjustment and will retain the original or a copy;

(iii) will not issue a document that would otherwise be an RCTI, on or after the date when the Lessee or the Lessor has failed to comply with any of the requirements of the *New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No. 1)* 2000.

(d) The Lessor acknowledges that:

(i) it is registered for GST and has been allocated an Australian Business Number; and

(ii) it will inform the Lessee if it ceases to be registered for GST.

(e) The Lessee acknowledges that it is registered for GST when it enters into the Lease and will notify the Lessor if it ceases to be registered for GST.

9.3 Input tax credit entitlement

Any reference in the calculation of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any input tax credit entitlement in relation to the relevant cost, expense or other liability.

10 Electricity

10.1 Supply

If requested by the Lessee, the Lessor must, at the Lessee's cost, permit the Lessee to connect the Equipment to an electricity supply (including making provision for and allowing

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connection to emergency back-up power) and to install on the Land and/or the Lessor's Improvements such earthing apparatus as is necessary for the safe and continuous use of the Equipment.

10.2 Metering

(a) If it is reasonably practicable to do so, the electricity to the Equipment must be separately metered at the cost of the Lessee so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises.

(b) If it is not reasonably practicable for the electricity to the Equipment to be separately metered, the Lessee may, at its cost, connect the Equipment to the Lessor's power supply, in which event the Lessee must pay to the Lessor such proportion of the Lessor's electricity cost as reasonably represents the cost of electricity used by the Equipment.

11 Lessor's covenants

11.1 Quiet enjoyment

Subject to the Lessee complying with its obligations under this Lease, the Lessor covenants that the Lessee may have quiet enjoyment of the Premises during the Term.

11.2 Interference

(a) The Lessor acknowledges that the Permitted Use relies on the transmission and reception of radiofrequency signals which may suffer interference from structures or facilities constructed in proximity to the Equipment. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

(b) The Lessor must not use or erect, or permit the use or erection of, any structure on, above or below the Land or on the Lessor's Improvements and must not do or permit any other thing which may by means of physical or radio interference affect the Permitted Use and quiet enjoyment of the Premises by the Lessee.

(c) The Lessee may at any time notify the Lessor of interference which the Lessee reasonably considers to be caused or permitted by the Lessor. If within 48 hours of receiving such notice, the Lessor cannot reasonably demonstrate that the interference is not being caused by the Lessor, the Lessor must ensure immediate discontinuation of the interference.

11.3 Secure Access

If the Lessor owns the tower or building, or uses a structure on the Land, on which the Equipment is installed by the Lessee, then the Lessor must:

(a) ensure that access to the Equipment on the tower or building is maintained securely so that unauthorised persons cannot gain access to the Equipment; and

(b) indemnify the Lessee against any loss or damage incurred by the Lessee as a result of any breach of the above clause by the Lessor.

11.4 Maintenance of Lessor's Improvements

The Lessor must, at the Lessor's cost and expense, keep the Lessor's Improvements in a good, tenantable and safe condition, except to the extent that this is an obligation of the Lessee under this Lease.

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11.5 Third party interference

If, during the Term, the Lessor or any other occupier of the Land or Building experiences:

(a) radio frequency interference; or

(b) electromagnetic interference,

with their equipment on the Land or located on the Building, then the Lessor may notify the Lessee of the interference and the following provisions will apply:

(c) the Lessee must acting reasonably, within 7 days of receipt of the notice, determine whether the Equipment is the cause of the interference and notify the Lessor of its determination;

(d) if the Lessee determines that the interference is caused by the Equipment, it will use best endeavours to remedy the interference;

(e) if the Lessee determines that the interference is not caused by its Equipment the Lessee will not be required to take any action in relation to the interference;

(f) if the parties are unable to agree as to the cause of the interference, either party may refer the matter to the Australia Communications and Media Authority ("ACMA") for its determination acting as an expert;

(g) ACMA's decision will be final and binding on both parties, with the cost for the determination borne equally by the Lessee and Lessor;

(h) If ACMA determines that the interference is caused by the Lessee, the Lessee will remedy the interference within 21 days (or such further time as may be agreed between the parties acting reasonably) of the ACMA determination.

11.6 Lessor access

(a) The Lessor may, upon reasonable notice to the Lessee and accompanied by an authorised representative of the Lessee, enter onto the Premises for the purpose of exercising its functions under the Strata Schemes Management Act 2015 (NSW).

(b) For the avoidance of doubt, the Lessor must not access the Equipment Cabin not interfere with any of the Lessee's Equipment when exercising its rights under clause 11.6.

12 Insurance

12.1 Cover

The Lessee must maintain and within a reasonable time of a request that it do so (which request must not be made more than once in a twelve month period), produce to the Lessor a certificate of currency evidencing adequate insurance in respect of the Premises for:

(a) public liability to an amount of not less than $20,000,000; and

(b) industrial special risk.

12.2 Global policy

Without limitation to **clause 12.1** the Lessor acknowledges that the Lessee may effect the insurances referred to in that clause pursuant to an insurance policy which is not specific as to the location of risk.

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12.3 Lessor's insurance

The Lessor must maintain insurances of the nature and in amounts which a reasonable and prudent owner of the Land would maintain, having regard to the nature of the Land, the Lessor's Improvements and the nature of activities usually carried on on the Land.

13 Lessee's indemnity and warranty

13.1 Indemnity and release

The Lessee:

(a) releases the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage, loss, death or injury occurring at the Premises, caused or (to the extent of that contribution) contributed to by the negligent or wrongful acts, errors, defaults or omissions of the Lessee or the Lessee's use of the Land; and

(b) must indemnify and hold harmless the Lessor against all claims resulting from any accident, damage, loss, death or injury in connection with:

(i) the Premises and the use and the occupation of the Premises by the Lessee;

(ii) the Equipment; and

(iii) the Land,

to the extent caused or contributed to by the Lessee's use or occupation of the Land.

13.2 Limitation

(a) The release and indemnity in **clause 13.1** does not apply to the extent that the accident, damage, loss, death or injury was caused or contributed to by the act, omission, default or negligence of the Lessor or any person under the control of the Lessor.

(b) Notwithstanding anything in this **clause 13**, neither the Lessor nor the Lessee will be liable in respect of any Consequential Loss of the other, however that Consequential Loss may arise.

13.3 Warranty

(a) The Lessee agrees that it must cause no greater disturbance to the Land, the Lessor's Improvements, the Lessor and to any other lessees of the Land, than is reasonably necessary having regard to the Permitted Use.

(b) The Lessee must operate the Premises lawfully and in a safe manner in accordance with such standards as are adopted by the Australian Communications and Media Authority from time to time concerning safe electromagnetic emission levels from facilities of the nature of the Equipment.

(c) The Lessee must use and install the Equipment in accordance with all applicable laws and standards. Any installation of Equipment must be performed by qualified licensed contractors in a proper and workman like manner.

14 Lessee's rights

14.1 No interruption

Subject to the specified rights of the Lessor, if the Lessee complies with the Lessee's obligations under this Lease, the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.

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14.2 Equipment to the Premises

(a) Subject to the Lessor's prior written consent which shall not be unreasonably withheld, the Lessor grants the Lessee a license to install Equipment including above or below-ground cabling, wiring, piping, earthing straps, conduit, walkways, cable trays and support and other structures on the Land or within or on the Lessor's Improvements as is necessary for the safe, continuous or proper use of the Equipment for the Permitted Use.

(b) To the extent that parts of the Equipment are to be installed at locations exterior to the Premises in accordance with this **clause 14.2**, the Lessor grants a licence to the Lessee to install the Equipment at or on those locations and the Lessee shall have the same rights and obligations in respect of that Equipment as though the locations were part of the Premises.

(c) For the avoidance of doubt, the consent required under 14.2 (a) does not apply to any routine maintenance or swapping in and out like for like Equipment by the Lessee.

15 Access

15.1 Operational access

The Lessee and its employees, contractors and agents shall have the benefit of the following rights and liberties:

(a) right to enter the Premises, which may require access over the Land and the Lessor's Improvements with such equipment as is necessary to fulfil the Permitted Use at all times;

(b) to use in common with the Lessor and its lessees (if any) of other parts of the Land and the Lessor's Improvements, all such electric main wires, watercourses, drains, conduits, risers, installations, appliances and such other services necessary for the Permitted Use (as may be applicable) as now are or may in the future run into, through, along, under, over or about the Land and the Lessor's Improvements and serve the Premises, or to install such services separately at its cost; and

(c) all necessary rights of support from the Land and the Lessor's Improvements as may be reasonably required by the Premises and the Equipment.

15.2 Contact person

The Lessor and the Lessee must each nominate a person to contact about matters arising under this Lease. The persons nominated for the Lessor and the Lessee respectively, are the persons referred to in **Item 11** or such other person as a party nominates in writing to the other from time to time to be its contact person.

15.3 Access protocols

If the Lessor's Improvements comprise Secure Premises then the Lessor must nominate a procedure which is acceptable to the Lessee (acting reasonably) by which the Lessee may obtain access to the Secure Premises at any time within 2 hours' notice after a request made in accordance with that procedure. If the Lessor wishes to vary any procedure applying under this **clause 15.3**, then the Lessor must consult with the Lessee to ensure that such variation of the procedure is acceptable to the Lessee.

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16 Equipment

16.1 Ownership

The Equipment is and will remain the property of the Lessee notwithstanding that any part thereof may be or become affixed to the Premises or to the Land.

16.2 Removal

Unless there is a Sequential Lease in place between the Lessor and the Lessee, or the Lessor consents to the Lessee holding over in accordance with **clause 4**, within 6 months after expiry or sooner termination of this Lease, the Lessee must remove the Equipment which is above the surface of the ground on the Land and restore, so far as reasonably practicable any disturbance to the Premises caused by their installation or removal, the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted).

16.3 Maintenance and repair

During the Term, the Lessee will ensure that all Equipment is properly maintained and kept in a state of good and serviceable repair. Where necessary due to safety or operational reasons, the Lessee will renew or replace its Equipment accordingly. The Lessee will make good any damage caused by the use, installation, modification or removal of any Equipment during the Term.

17 Costs

17.1 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Lease.

17.2 Registration

The Lessor will arrange for the stamping and registration of this Lease and the Lessee will pay any duty and registration fees.

18 Assignment and subletting

18.1 Prohibition

The Lessee must not assign this Lease or sublet the Premises except under **clause 18.2** or with the prior written consent of the Lessor which must not be unreasonably withheld or delayed.

18.2 Exception to prohibition

(a) The Lessee may at any time:

(i) without the consent of the Lessor, assign this Lease, share any of its rights under this Lease or sublet the Premises:

(A) to a Carrier (or the holder of a Nominated Carrier Declaration as that term is used in the Telecommunications Act); or

(B) to a Related Body Corporate of the Lessee; or

(C) to a party in conjunction with the sale of the whole or part of the Lessee's telecommunications network, or

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(i) served personally or left addressed to the Lessee care of its General Counsel, at the registered office from time to time of the Lessee or such other address as the Lessee notifies in writing to the Lessor; or

(ii) forwarded by prepaid security mail addressed to the Lessee to the registered office from time to time of the Lessee; and

(b) also served on the Lessee's solicitors, as stated in **Item 12**, or such other address or facsimile number as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in **clause 21.1(a)**.

21.2 Service of notice on Lessor

Except for any notice under **clause 15.3**, any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

(a) served personally or left addressed to the Lessor at the address stated in the Information table or such other address as the Lessor notifies in writing to the Lessee; or

(b) sent by facsimile to the Lessor's facsimile number stated in the Information table or such other number as the Lessor notifies in writing to the Lessee; or

(c) forwarded by prepaid security mail addressed to the Lessor at the address stated in the Information table.

21.3 Notices

(a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the party giving the notice or any other person or persons authorised in writing from time to time respectively by the Lessor or by the Lessee.

(b) Any notice sent by prepaid security mail will be deemed to be served at the time when it would be delivered in the ordinary course of that mail.

(c) Any notice sent by facsimile machine will be deemed to be served at the time and on the day that the whole of the notice or communication has been transmitted from the sending facsimile machine and the answerback of the receiving machine has been received by the sending machine, except where it is received on a weekend or public holiday or after 5.00 pm on any day when it will be deemed to be served at 9.00 am on the next day on which business is normally conducted in the place where the notice is being sent.

(d) Unless the parties specifically agree to the contrary, notice will not be effective if given by email or other electronic form unless a paper copy of such notice is duly issued and served, in which event notice will be taken to have been received when the paper copy is served.

21.4 Default notice

(a) The Lessor may, at any time during the Term, serve on the Lessee a notice of default requiring the Lessee to rectify anything the Lessor considers reasonably required to be performed under this Lease.

(b) Should the Lessee not rectify the issue described under the notice served under clause 21.4(a), the Lessor may perform the Lessee's obligations at the reasonable cost of the Lessee.

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(ii) share any of its rights under this Lease and sublet the Premises to any other third party to which the Lessee has a contractual relationship with to share space for the Permitted Use,

but it must give notice of that assignment or subletting within a reasonable time after it occurs to the Lessor.

(b) Following any such assignment or subletting pursuant to this **clause 18.2** the Lessee remains liable to observe and comply with the obligations under this Lease and is not released from any such obligations. The Lessee remains responsible for any acts, defaults or omissions of the assignee or sublessee of the Lessee in relation to the Premises under this clause.

18.3 Assignment of Sequential Lease

Any assignment of this Lease is deemed to be an assignment of any Sequential Lease the commencing date of which is after the Terminating Date.

19 Termination

19.1 By the Lessor

In the event of:

(a) failure by the Lessee to pay Rent for a period of 30 days after receipt by the Lessee of notice from the Lessor requiring payment; or

(b) breach by the Lessee of any of its other obligations which breach is not remedied by the Lessee within 60 days after receipt by the Lessee of notice of that breach from the Lessor; or

(c) a breach by the Lessee which is not capable of remedy, the Lessee does not make reasonable monetary compensation within 30 days after agreement between the Lessee and Lessor (each acting reasonably) as to the amount of that compensation,

then the Lessor may terminate this Lease by giving 30 days' notice of termination to the Lessee.

19.2 By the Lessee

If at any time:

(a) the Premises are affected by radio, physical or other interference as a result of which, in the Lessee's reasonably formed opinion, the Permitted Use is adversely affected to an extent that it cannot be remedied to the Lessee's reasonable satisfaction;

(b) any application for a permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use is rejected, not dealt with within a reasonable time or approved on conditions that are unreasonable in the Lessee's opinion;

(c) any permit, licence or other authority permitting the Lessee to lawfully carry on the Permitted Use lapses, is rendered invalid, void or is cancelled or surrendered or for any reason whatsoever the Lessee is unable lawfully to carry on the Permitted Use in the normal course of its business;

(d) the network objectives of the Lessee cease or fail to be served by operation of the Equipment at the Premises; or

(e) the Lessee gives the Lessor 6 months' notice that it no longer requires the Premises,

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then the Lessee may terminate this Lease by 6 months' notice to the Lessor, provided that no further notice is required if the Lessee has already given a notice under **clause 19.2(e)**.

19.3 Surrender of Sequential Leases

(a) If this Lease is validly terminated (other than by the effluxion of time), then any Sequential Lease will automatically terminate on the same date and the Lessor and Lessee agree to promptly execute a surrender of any Sequential Lease.

(b) The party that terminates this Lease must at its cost attend to the preparation and (where required) the stamping and registration of any surrender of any Sequential Lease.

(c) If a surrender of lease is to be registered by the Lessee, the Lessor must within a reasonable time produce the certificate of title to the relevant titles office and any Lessor's mortgagee's consent, if either is required, to enable the surrender of any Sequential Lease to be registered.

19.4 Rent pro-rata

(a) If this Lease is terminated and Rent has been paid in advance, then the Lessor must refund to the Lessee, pro-rata, any Rent paid for the unexpired period following the date of termination.

(b) For the avoidance of doubt, this clause does not apply to instances where the Lease is terminated under clause 19.1.

20 Destruction or damage to Premises

(a) If any part of the Land or the Lessor's Improvements becomes the subject of radio or physical interference or is destroyed or damaged to an extent which, on a reasonably formed view, materially inhibits the carrying on of the Permitted Use on the Premises then, except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date on which the destruction or damage occurs until the date on which it is repaired.

(b) If the Lessor and the Lessee cannot agree as to the proportion of Rent to be abated within a reasonable time, then that matter must be referred to arbitration under the provisions of the Commercial Arbitration Act applicable to the State in which the Premises are located.

(c) If the:

(i) radio or physical interference is not removed; or

(ii) Lessor does not repair the damage or destruction,

within 3 months of its occurring, then the Lessee may terminate this Lease on 1 month's notice.

21 Notice

21.1 Service of notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if it is:

(a) either:

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22 Mortgagee's consent

22.1 Lessor to Obtain

If the Land is at the Commencing Date subject to a mortgage, charge or other encumbrance, then unless this Lease is already binding on the holder of the mortgage, charge or other encumbrance, the Lessor must obtain and give to the Lessee the unconditional written consent to this Lease of the holder of the mortgage, charge or other encumbrance.

22.2 Failure to Obtain

If the Lessor has not complied with **clause 22.1** within 60 days from the date the Lessee gives the Lessor notice of the non-compliance, the Lessee may terminate this Lease at any time by notice to the Lessor, but the Lessee may not give that notice of termination at any time after the Lessor has complied with **clause 22.1**.

23 Concurrent lease

(a) If the Lessor wishes to grant a concurrent lease over the Premises, the Lessor must give the Lessee 120 days' prior written notice of its intention to do so.

(b) If the Lessor serves such a notice or grants a concurrent lease over the Premises, the Lessee may terminate this Lease by written notice to the Lessor.

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Execution

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person whose signature appears below pursuant to the authority specified.

Corporation: .....

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person: .....

Name of authorised person: .....

Office held: Sole Director/Company Secretary

STRATA PLAN No. 81718 THE OWNERS Common Seal

Signing on behalf of **The Owners – Strata Plan 81718 ABN 46316310793**

The seal of The Owners - Strata Plan No 81718 was affixed on 30/10/2023 in the presence of the following person authorised by Section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

SIGNATURE:

NAME: Andrew Ucchino.

AUTHORITY: Strata Manager

I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness

Jonathan Molina

Name of witness

L1 177 PACIFIC HWY

NORTH SYDNEY

NSW 2060

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney

Jonathon Ronald Stevens Purbrick

Attorney's name

Signing on behalf of **Vodafone Network Pty Limited ACN 081 918 461**

Power of attorney -Book 4662

-No 196

Dated: 11.11.2022

Req:R177698 /Doc:DL AU127863 /Rev:09-Sep-2024 /NSW LRS /Prt:14-May-2026 13:56 /Seq:24 of 27
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This is Annexure B referred to in the lease between **The Owners – Strata Plan 81718** (as lessor) and **Vodafone Network Pty Ltd** (as lessee)

Annexure B

Plan of Premises

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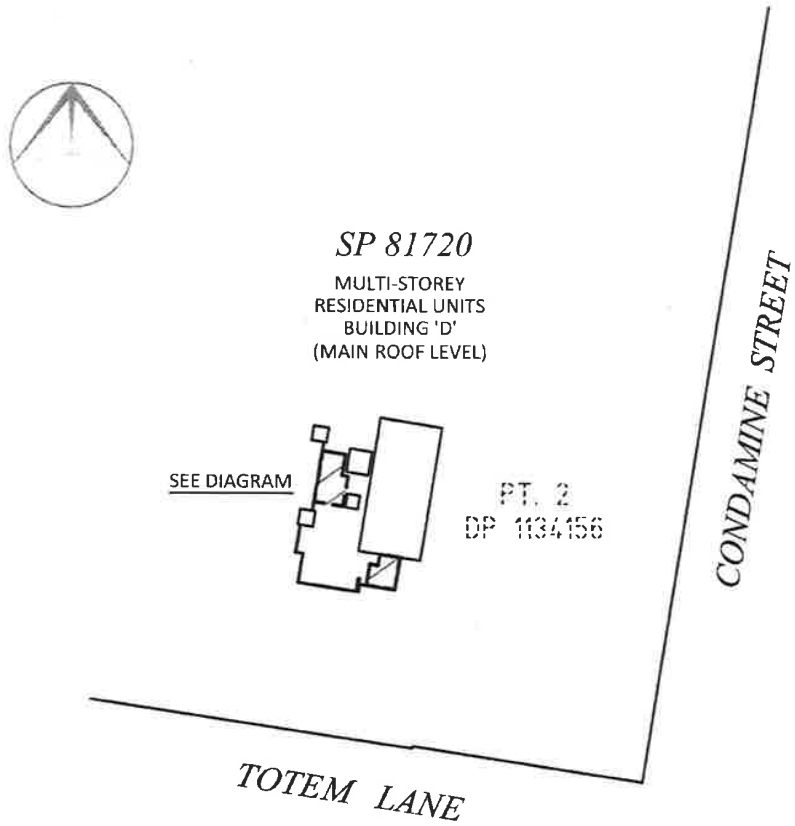
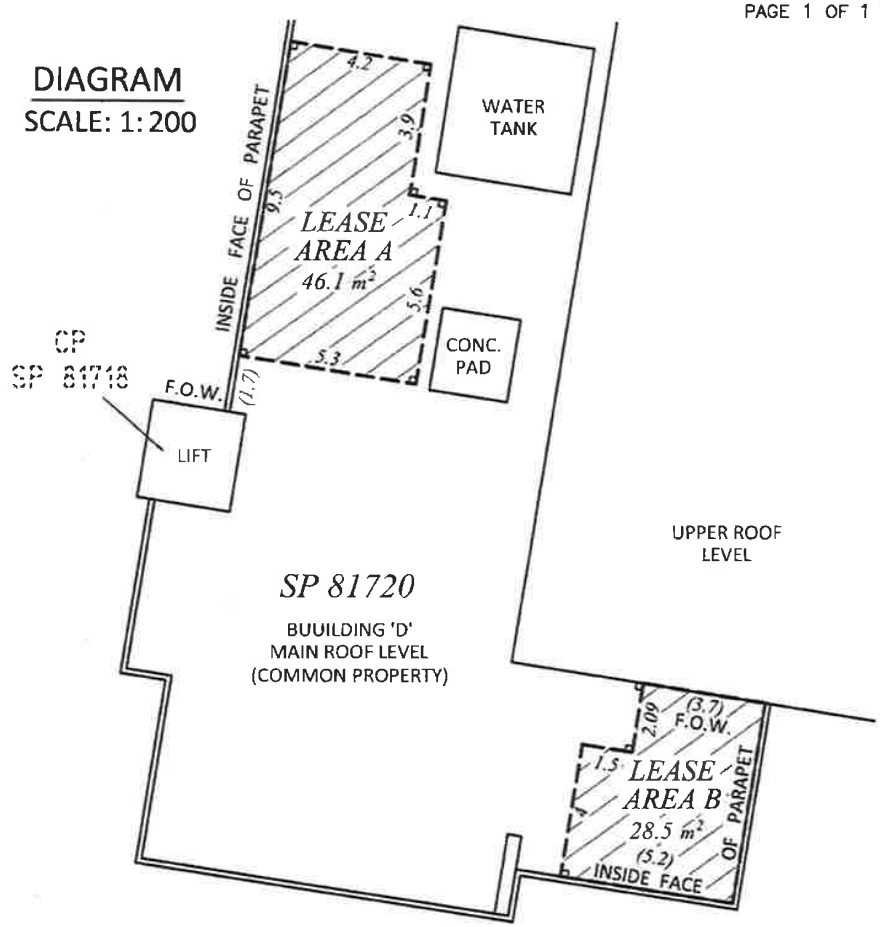


DIAGRAM

SCALE: 1:200



summit GEOMATIC
REGISTERED CONSULTING SURVEYORS
SUMMIT GEOMATIC PTY LTD
PO Box 7809 Baulkham Hills BC NSW 2153
P: (02) 9836 3155 F: (02) 9836 3177
E: survey@summitgeo.com.au
W: www.summitgeo.com.au

Registered Surveyor Under The
Surveying and Spatial Information Act 2002.

LEGEND

90° ANGLE

F.O.W. DENOTES FACE OF WALL

tpg TELECOM

LOT: CP	SURVEY: G.B.	DRWN BY: G.B.	TPG SITE 240855
S.P.: 81720	DATE: 26/10/2022	CHKD BY: P.N.	BALGOWLAH 2
L.G.A.: NORTHERN BEACHES	FILE No: 240855	DATUM: – ORIGIN: –	6 Sylvan Avenue, Balgowlah NSW 2093
PARISH: MANLY COVE	DRWG No: 6653	ORIENTATION: MGA	Proposed Lease Area
COUNTY: CUMBERLAND	REV. No: A	SCALE: 1:1250	

CPS TECHNOLOGY & INFRASTRUCTURE

A4

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Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^ 29/05/24 , it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under section 27 *Strata Schemes Management Act 2015* authorising the registration of the dealing.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) *Strata Schemes Development Act 2015.*

The seal of The Owners - Strata Plan No 81718 was affixed on ^ 29/05/24 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: BRFrancis Name: Brian Ralph Francis Authority: CHAIRMAN

Signature: ..... Name: Ross William Lochin Authority: TREASURER

^ Insert appropriate date

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Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 81718 was affixed on ^ 29/05/24 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: B.R.Francis Name: BRIAN RALPH FRANCIS Authority: CHAIRMAN

Signature: Name: ROSS MALCOLM WILLIS Authority: TREASURER

^ Insert appropriate date

Updated April 2009

Pending

This page is a temporary placeholder for the AU333997 which will be removed and replaced with the certificate once available from the authority.

Ordered: 14/05/2026 01:55:50 PM
Order ID: 194511143

Northern Beaches Council Planning Certificate – Part 2

Applicant: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 900300
Date: 14/05/2026
Certificate No. ePLC2026/03595

Address of Property: 802/9 Sylvan Avenue BALGOWLAH NSW 2093
Description of Property: Lot 236 SP 81720

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Manly Local Environmental Plan 2013

(b) State Environmental Planning Policies and Regional Environmental Plans

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

(c) Development Control Plans

Manly Development Control Plan 2013

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Climate Change and Natural Hazards)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

ZONE R1 GENERAL RESIDENTIAL

(b) Land use for land within Zone R1 that can be carried out without development consent:

Home-based child care; Home occupations.

(c) Land uses for land within Zone R1 that can be carried out only with development consent :

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture; Water recreation structures; Water recycling facilities; Water supply systems.

(d) Land uses for land within Zone R1 that are prohibited:

Advertising structures; Water treatment facilities; Any development not specified in items (b) and (c)

ZONE E1 Local Centre

(b) Land uses for land within Zone E1 that can be carried out without development consent:

Home-based child care; Home businesses; Home occupations

(c) Land uses for land within Zone E1 that can be carried out only with development consent:

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Creative industries; Early education and care facilities; Electricity generating works; Entertainment facilities; Environmental protection works; Flood mitigation works; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Roads; Service stations; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Waste or resource transfer stations

(d) Land uses for land within Zone E1 that are prohibited:

Any development not specified in item (b) and (c)

(c) Additional permitted uses

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

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

(d) Minimum land dimensions

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

3. Contribution plans

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

Northern Beaches Section 7.12 Contributions Plan 2024 - in force 19 October 2024.

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

Housing and Productivity Contribution

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

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

Nil

4. Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3BA Pattern Book Development Code

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

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

9. Flood related development controls

(1) The land is not within the flood planning area and subject to flood related development controls.

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

In this section—

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

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

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

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

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

Acid Sulfate Soils - Class 5
This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Manly Local Environmental Plan 2013* (MLEP 2013). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the MLEP 2013.
Geotechnical Risk (Landslip)
Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013.*
Contaminated Lands
Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

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

20. Western Sydney Aerotropolis

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

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

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

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

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

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

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

23. Water or sewerage services

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

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

Nil

25. Interim development in future infrastructure corridors

The land is not subject to section 4.6A of *State Environmental Planning Policy (Transport and Infrastructure) 2021*.

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

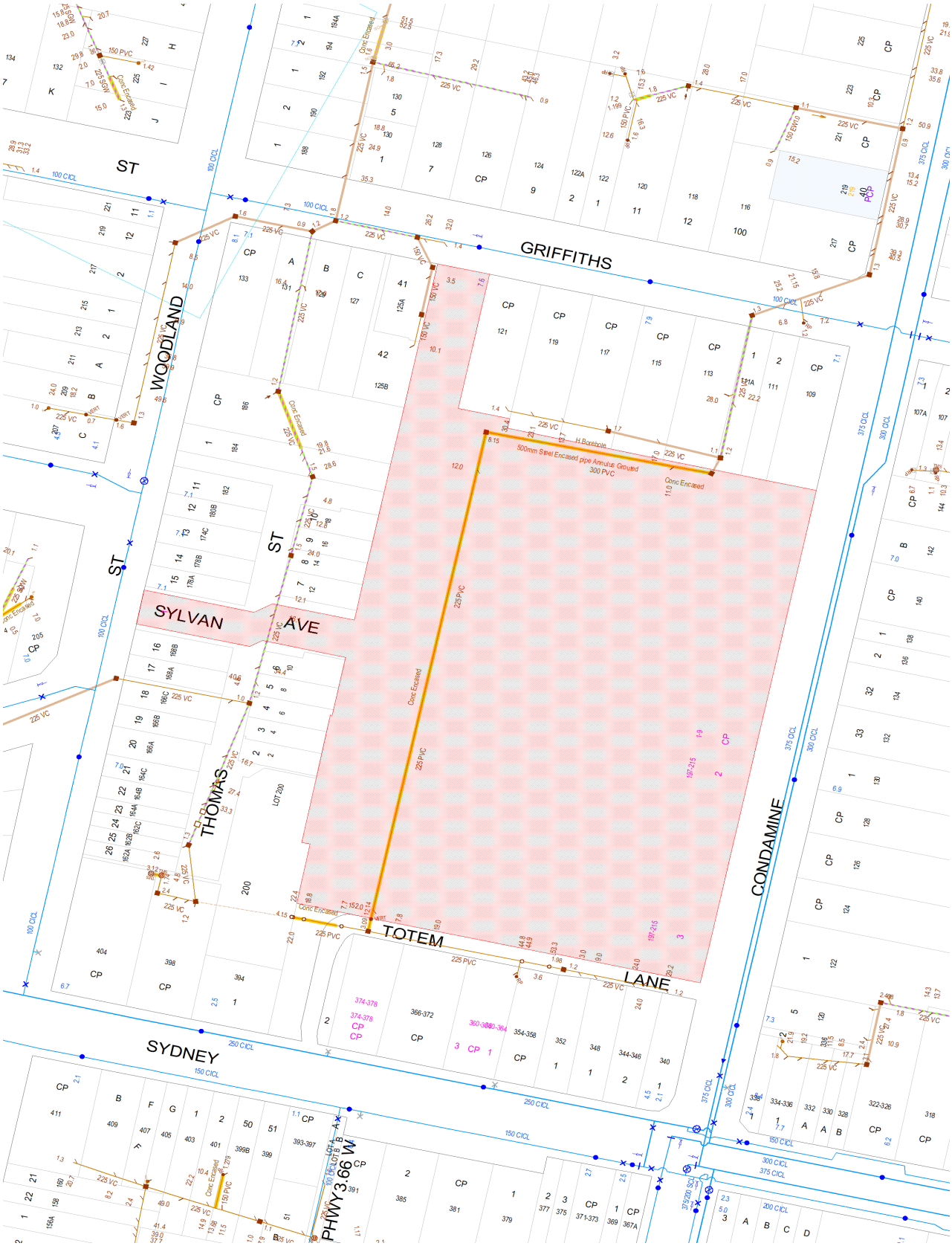
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

Scott Phillips
Chief Executive Officer

14/05/2026

Service Location Print

Application Number: 8005253965



Document generated at 14-05-2026 02:10:37 PM

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VSI
- Property Connection Point (with chainage to downstream MH) — 10.8
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit) — A
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land
- Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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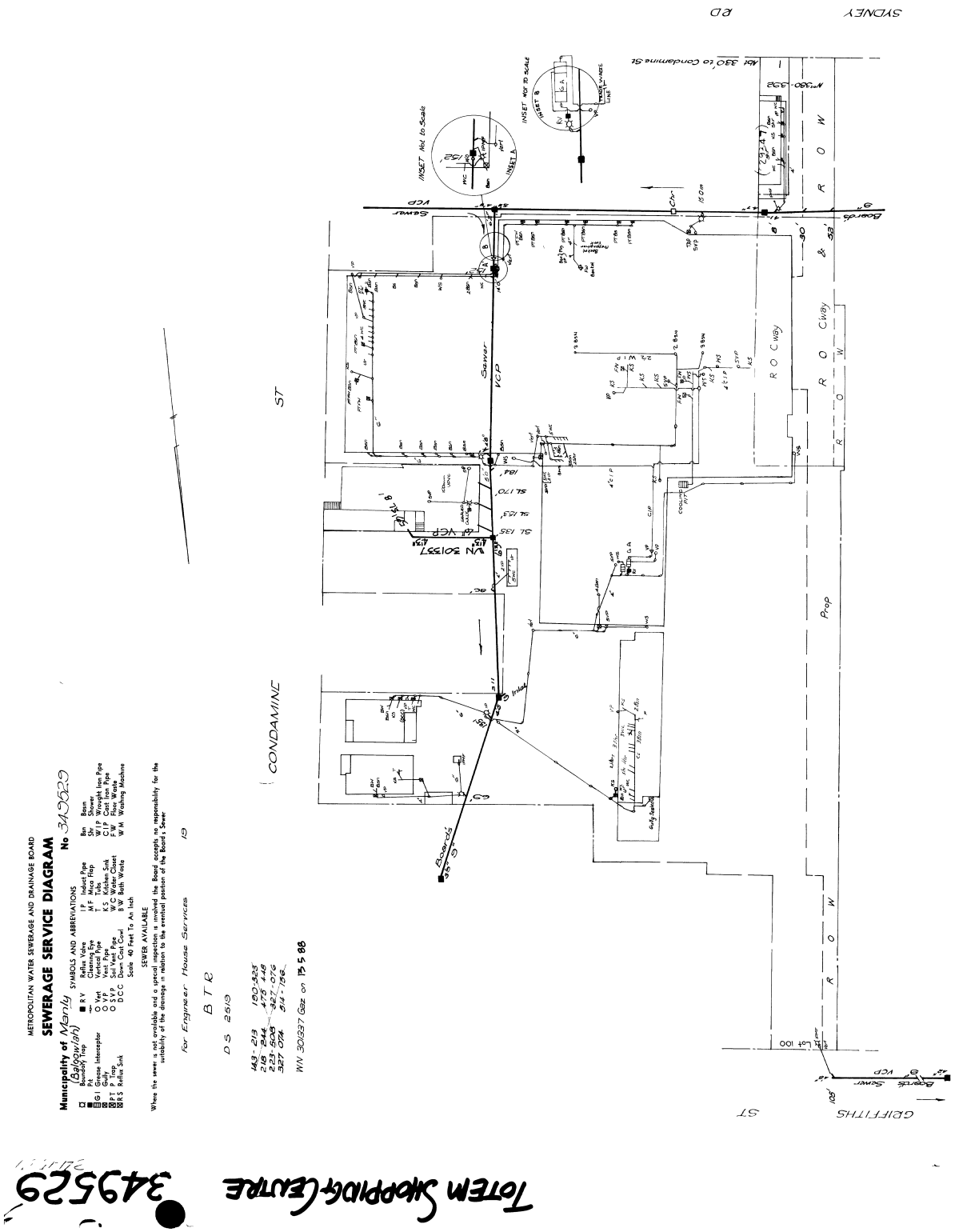
Sewer Service Diagram

Application Number: 8005253966



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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.