


Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38/112-122 McEvoy Street, Alexandria, NSW 2015	Phone: 02 9699 9179 Fax: 02 9699 9793 Ref: Michael Kurosawa and Kimiko Inagaki
co-agent		
vendor	Phillip Geoffrey Goyen 1106/80 Alfred Street South, Milsons Point, NSW 2061 Australia	
vendor's solicitor	 Conveyancing Now NSW Pty Ltd 2, 55 President Avenue, Kogarah NSW 2217 PO Box 98, Padstow NSW 2211	Phone: 02 9188 8377 Email: karina@conveyancingnownsw.com Fax: 02 9188 8376 Ref: JS:KW:220384
date for completion land (address, plan details and title reference)	42nd day after the contract date 510/88 Vista Street, Mosman, New South Wales 2088 Registered Plan: Lot 73 Plan SP 71822 Folio Identifier 73/SP71822	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: clothes dryer	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW* payment
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input checked="" type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input checked="" type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Wellman Strata

PO Box Q1916, QVB Sydney NSW 1230

Phone: 02 8065 6575

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
 - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
 - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
 - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
 - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
 - 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

33 The Contract is amended as follows:

- (a) The definition of "settlement cheque" in clause 1 is amended by deleting the existing definition of "settlement cheque" and replace it with the following: *"an unendorsed bank cheque made payable to the person to be paid or if authorized in writing by the Vendor or the Vendor's Conveyancer, some other cheque"*
- (b) Clause 3.10.2 & 3.11.2 are deleted.
- (c) Clause 7.1.1 is amended by deleting "5%" and inserting in its place "\$1,000";
- (d) Clause 14.4.2 is replaced with the words "by adjusting the amount actually payable by the Vendor for the property";
- (e) Clause 16.5 is amended by deleting "plus another 20% of that fee";
- (f) Clause 16.8 is amended by deleting "\$10" and inserting in its place "\$5";
- (g) Clause 25.1.1 is amended by deleting "limited".

34 The property is sold and accepted in its present condition and state of repair as and where it stands and as fenced and the Purchaser shall not be entitled to take any objection or make any requisition or claim any compensation on the ground that there are any defects or deficiencies in any electrical appliances building structure services or fences or that any repairs or additional work are required thereto respectively. The Purchaser acknowledges that he is purchasing the property as a result of his own inspection and inquiries and that the Vendor has not nor has anyone on the Vendor's behalf made any representation or given any warranties in respect of the same,

35 The Purchaser agrees to purchase the property subject to all existing water, sewerage, drainage, gas , electrical and other mains and services connections, pipes or distributors installed within the property whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this contract by reason of any such installations as aforesaid and the Purchaser be deemed to have satisfied himself as to the position and nature of any such installations by virtue of having signed this Contract.

36 The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the Vendor's agent, nor is any agent the effective cause of this sale. In the event that the Purchaser is in breach of this warranty the Purchaser agrees to indemnify and keep the Vendor indemnified against any claim for commission by any agent (other than the Vendor's agent). The parties agree that this condition must not merge on completion of this Contract.

37 If either party (or if a party is more than one person, anyone or more of the persons comprising that party) prior to completion:

- (a) dies; or
- (b) becomes a mentally ill or a mental disordered person in accordance with the relevant criteria set out in Chapter 3 of the Mental Health Act, 1990, or a protected person under the Protected Estates Act, 1993; then the other party may rescind this Contract by notice to the first party. This Contract will be at an end upon service of such a notice.

The provisions of the printed Clause 19 will apply to that rescission.

- 38** It is expressly agreed between the parties that in my circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- (a) If for any reason other than the Vendor's default completion does not take place on the completion date, the Purchaser must pay to the Vendor on completion interest on the balance of purchase price at the rate of 8% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion
 - (b) In the event a Notice to Complete is served on the Purchaser by the Vendor, the Purchaser will pay an additional amount of \$330 (GST inclusive) on completion to the Vendor to cover the Vendor's additional legal costs caused by the delay. This is an essential term of the contract and the Vendor shall not be obliged to complete the transaction unless the interest and this cost referred to herein are paid.
- 39** If for any reason other than the Vendor's default settlement does not take place at the scheduled date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$165 (GST inclusive) on settlement, to cover the Vendor's additional legal fee and expenses incurred as a consequence of the delay.
- 40** Each party agrees that if on completion and apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
- 41** The parties agree that the deposit payable under this Contract is an amount equal to 10% of the purchase price (the Deposit). In the event the Vendor agrees to accept deposit less than 10% of the purchase price, payment of the Deposit will need to be completed in the following manners:
- (a) 5% on the signing of this Contract payable to the Depositholder; and
 - (b) 5% on completion or termination of this Contract pursuant to clause 9 (whichever in fact occurs).

Payment of the Deposit as provided above is without prejudice and without limit to the Vendor's rights to claim damages from the Purchaser as and where appropriate.

AUTHORITY TO INSPECT STRATA RECORDS

To: **Wellman Strata**

Facsimile: 02 8065 6574

Goyen Proposed Sale

Property: 510/88 Vista Street, Mosman NSW 2088

We confirm that we act on behalf of Phillip Geoffrey Goyen, the owner of in relation to the sale of the abovementioned property.

We hereby authorise you to allow the prospective Purchaser or its appointed agent to inspect the books and records and prepare a Strata Report for the said property.

Signed



for Conveyancing Now NSW
on behalf of **Phillip Geoffrey Goyen**

Date:

From: **Conveyancing Now NSW** (*Purchaser's Conveyancer*)
To: (*Vendor's Conveyancer*)

Goyen Proposed Sale
Property: 510/88 Vista Street, Mosman NSW 2088

REQUISITIONS ON TITLE
STRATA TITLE

REQUISITIONS	RESPONSE
<ol style="list-style-type: none">1 In these requisitions PROPERTY means land together with improvements and fixtures, LAND means land without improvements and fixtures, IMPROVEMENTS means improvements and fixtures and includes common property (if any).2 Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?3 Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the property?4 Is the Vendor aware of any unsatisfied judgements orders or writs of execution which may affect the property or bind the Vendor?5 Has an order been made or has the Vendor received notice of an application for an order under any relevant family legislation which would impact on this sale?6 Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?7 The Vendor should establish that the whole of the property will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the property.8 Is the Vendor aware of any latent defects in title to any part of the property, including pipes or structures beneath the surface of the land?9 Is the Vendor aware of any restrictive covenants which affect or benefit the land and have not been disclosed to the Purchaser?10 Is the Vendor aware of a building certificate under section 149D of the Environmental Planning and Assessment Act 1979 in respect of the property which is not disclosed in the contract?11 Is the Vendor aware of any notice, order, or intended or threatened action under Section 124 of the Local Government Act 1993 which is not disclosed in the contract?12 Is there any currently applicable development approval or consent to the use of the property which is not disclosed in this contract?13 Are there any restrictions on the use of, or development of the property by reason of the likelihood of land, slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?	

REQUISITIONS

RESPONSE

- 14 Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977 which is not disclosed in the contract?
- 15 Is there a requirement under the Home Building Act 1989 for the Vendor to provide a Certificate of Insurance which is not annexed to the contract?
- 16 Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land which is not disclosed in the contract?
- 17 Is the Vendor aware of any of the following which have not been disclosed to the Purchaser:
- (a) Any easement, licence or other entitlement which benefits or affects the land?
 - (b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the property?
 - (c) Any notice of resumption or intended resumption?
 - (d) Any proposal to re-align or widen any road which is adjacent to the property?
 - (e) Any proposal by any public or statutory authority?
 - (f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the property?
 - (g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which may be recoverable from the Purchaser?
 - (h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?
- 18 If the property is sold subject to tenancy, please advise the followings:
- (a) Is the tenant up to date with all rental payments?
 - (b) Has the tenant ever been in breach of the lease agreement?
 - (c) Has the Vendor ever been in breach of the lease agreement?
 - (d) What is the amount of the bond?
 - (e) Who is holding the bond?
 - (f) Has the Vendor ever made a claim upon the bond?
 - (g) Has the Vendor and the tenants ever had any disputes?
- 19 Is the Vendor aware of any amendments of any current proposal for the amendment of the by-laws which are not disclosed in the contract?
- 20 Is the Vendor aware of any breach by the Vendor or any occupier of the lot being sold of the current by-laws?

REQUISITIONS

RESPONSE

- 21 Is the Vendor aware of any action taken or proposals regarding:
- (a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?
 - (b) The transfer, lease or dedication of common property or of additional common property?
 - (c) The vesting in a proprietor of the exclusive use of part of the common property?
 - (d) The creation or release of any easement or restriction as to user?
 - (e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?
- 22 Is the Vendor aware of work carried out or proposed to be carried out by the Owners Corporation on or in relation to the common property or the lot being sold?
- 23 Is the Vendor aware of any notice served by a public authority or by the local council requiring the proprietor of any lot (including the Vendor) to carry out work on or in relation to that lot?
- 24 Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?
- 25 Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the common property or any lot?
- 26 Is any amount payable by the Vendor to the Owners Corporation in respect of any right of exclusive use or enjoyment of any part of the common property?
- 27 Is the Vendor aware of:
- (a) any actual, contingent or expected liability of the Owners Corporation which, when aggregated or apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one half of one per centum of the price of the lot sold by the Vendor but excluding from that calculation any such liabilities which are:
 - (1) fully covered by a contribution levied prior to the date of the contract; or
 - (2) normal operating expenses and are or could properly be made the subject of a contribution to the Administration Fund?
 - (b) any defects (whether patent or latent) in the common property which may involve the Owners Corporation in the expenditure of money for repair in replacement (other than for normal wear and tear) which expenditure, when apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof would exceed one half of one per centum of the price of the lot being sold by the Vendor?
- 28 Please furnish full particulars of all current insurance policies held by the Owners Corporation in respect of the building erected on the parcel and the property or liability of the Owners Corporation.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 73/SP71822

SEARCH DATE	TIME	EDITION NO	DATE
5/5/2022	7:16 PM	4	1/9/2018

LAND

LOT 73 IN STRATA PLAN 71822
AT MOSMAN
LOCAL GOVERNMENT AREA MOSMAN

FIRST SCHEDULE

PHILLIP GEOFFREY GOYEN (T AA670871)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71822
- 2 AA670872 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 05/05/2022 19:16:25



FOLIO: CP/SP71822

SEARCH DATE	TIME	EDITION NO	DATE
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5/5/2022	7:16 PM	7	20/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71822
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MOSMAN

LOCAL GOVERNMENT AREA MOSMAN

PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND

TITLE DIAGRAM SP71822

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 71822

ADDRESS FOR SERVICE OF DOCUMENTS:

C/O WELLMAN STRATA MANAGEMENT PTY LTD

PO BOX Q1916

QUEEN VICTORIA BUILDING SYDNEY NSW 1230

SECOND SCHEDULE (24 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN DP1062564 AND IS SUBJECT TO RESERVATION AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP71822
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1062564
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE DP1062564
- 5 Q784278 COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP1062564
- 6 Q787336 COVENANT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP1062564
- 7 DP1008772 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN DP1062564
- 8 DP1008772 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN AFFECTING THE LAND SHOWN SO BURDENED IN DP1008772
- 9 DP1062564 EASEMENT FOR ACCESS TO POOLPLANT ROOM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1062564 RIGHT TO USE GARBAGE ROOM AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1062564 EASEMENT FOR LIGHT AND AIR AFFECTING THE PART(S)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP71822

PAGE 2

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

SHOWN SO BURDENED IN THE TITLE DIAGRAM

12 DP1062564 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

13 DP1062564 EASEMENT FOR SERVICES AND SHELTER AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

14 DP1062564 EASEMENT FOR SERVICES AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED

15 DP1062564 EASEMENT FOR SERVICES AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM

16 DP1062564 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED

17 DP1062564 RIGHT TO USE FIRE STAIRS AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM

18 DP1062564 RIGHT TO USE FIRE STAIRS APPURTENANT TO THE LAND
ABOVE DESCRIBED

19 DP1062564 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN
S.88B INSTRUMENT

20 DP1062564 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
S.88B INSTRUMENT

21 DP1063909 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED

22 DP1063909 POSITIVE COVENANT

23 AM975239 INITIAL PERIOD EXPIRED

24 AQ809000 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 71822

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 81	2	- 100	3	- 141	4	- 105
5	- 141	6	- 90	7	- 106	8	- 92
9	- 86	10	- 81	11	- 81	12	- 75
13	- 69	14	- 112	15	- 95	16	- 115
17	- 97	18	- 122	19	- 118	20	- 129
21	- 90	22	- 98	23	- 105	24	- 92
25	- 89	26	- 81	27	- 80	28	- 89
29	- 82	30	- 84	31	- 95	32	- 116
33	- 105	34	- 125	35	- 118	36	- 130
37	- 92	38	- 98	39	- 100	40	- 86
41	- 84	42	- 85	43	- 81	44	- 92
45	- 86	46	- 85	47	- 85	48	- 111
49	- 100	50	- 126	51	- 104	52	- 96
53	- 109	54	- 96	55	- 101	56	- 97
57	- 95	58	- 87	59	- 85	60	- 101
61	- 88	62	- 82	63	- 103	64	- 213
65	- 95	66	- 135	67	- 111	68	- 122

END OF PAGE 2 - CONTINUED OVER

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FOLIO: CP/SP71822

PAGE 3

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

STRATA PLAN 71822

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
69	- 145	70	- 110	71	- 112	72	- 92
73	- 91	74	- 85	75	- 208	76	- 95
77	- 130	78	- 101	79	- 125	80	- 130
81	- 115	82	- 345	83	- 370	84	- 345
85	- 86	86	- 428	87	- 29	88	- 3
89	- 3	90	- 3	91	- 3		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

220384

PRINTED ON 5/5/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Surveyors Certificate

1. MARK JOHN ANDREW
of DENNY LINKER & CO
DX 630, SYDNEY

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

• Schedule 1A to the Strata Schemes (Freehold Development) Act, 1988

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 an encroachment or appropriate assessment has been erected by registered

• Schedule 1A to the Strata Schemes (Freehold Development) Act, 1973

• Schedule 1A to the Strata Schemes (Freehold Development) Act, 1988

Consigning Act, 1919

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

Signature: *M. S. John*
Date: 2/12/2003

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

THIS IS SHEET 1 OF MY PLAN IN 13 SHEETS

PLAN OF LOT 1 D.P. 1062564.

SP71822

L.G.A. : MOSMAN Suburb/Locality : MOSMAN

Registered : 05-02-2004

Purpose : STRATA PLAN

Parish : WILLOUGHBY County : CUMBERLAND

Ref. Map : U1852-532

Last Plan : DP 1062564

THE OWNERS
STRATA PLAN No. 71822
88 VISTA STREET MOSMAN 2088

FOR LOCATION PLAN SEE SHEET 2

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

by its Attorney *OKARDO* Pursuant to *Power of Attorney* register Book 11237

No. 7003, and I have no notice of the revocation of the said Power of Attorney.

In the presence of

OKARDO

NICHOLAS JOHN CROSS OF LEVEL 13

77 CASTLEREAGH ST, SYDNEY

(Solicitor)

OCSC NOMINEES (AUSTRALIA) PTY LIMITED
(A.C.N. 006 870 055) by its Attorneys who
declare that they have no notice of revocation
of the Power of Attorney under which this
document is signed. Register Book 4143 No 216

Blair
(Witness)

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 30 SHEETS

SCHEDULE OF UNIT ENTITLEMENT			
UNIT No.	U.E.	UNIT No.	U.E.
1	81	24	92
2	100	25	89
3	141	26	81
4	105	27	80
5	141	28	89
6	90	29	82
7	106	30	84
8	92	31	95
9	86	32	116
10	81	33	105
11	81	34	125
12	75	35	118
13	69	36	130
14	112	37	92
15	95	38	98
16	115	39	100
17	97	40	86
18	122	41	84
19	118	42	85
20	129	43	81
21	90	44	92
22	98	45	86
23	105	46	85
		AGGREGATE	10000

SURVEYOR'S REFERENCE : 001015 SP

MPR - PERMANENTLY

X:\00A0B5\001015_MOSMAN-CICIENNA\STRATA-SHT1.DWG

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 13 Sheets

LOCATION PLAN

SP71822

HARBOUR STREET

HARBOUR ST

STREET

VISTA

STREET

STREET

VISTA

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CLEAR B2
& B1

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CLEAR B2
& B1

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D.P.
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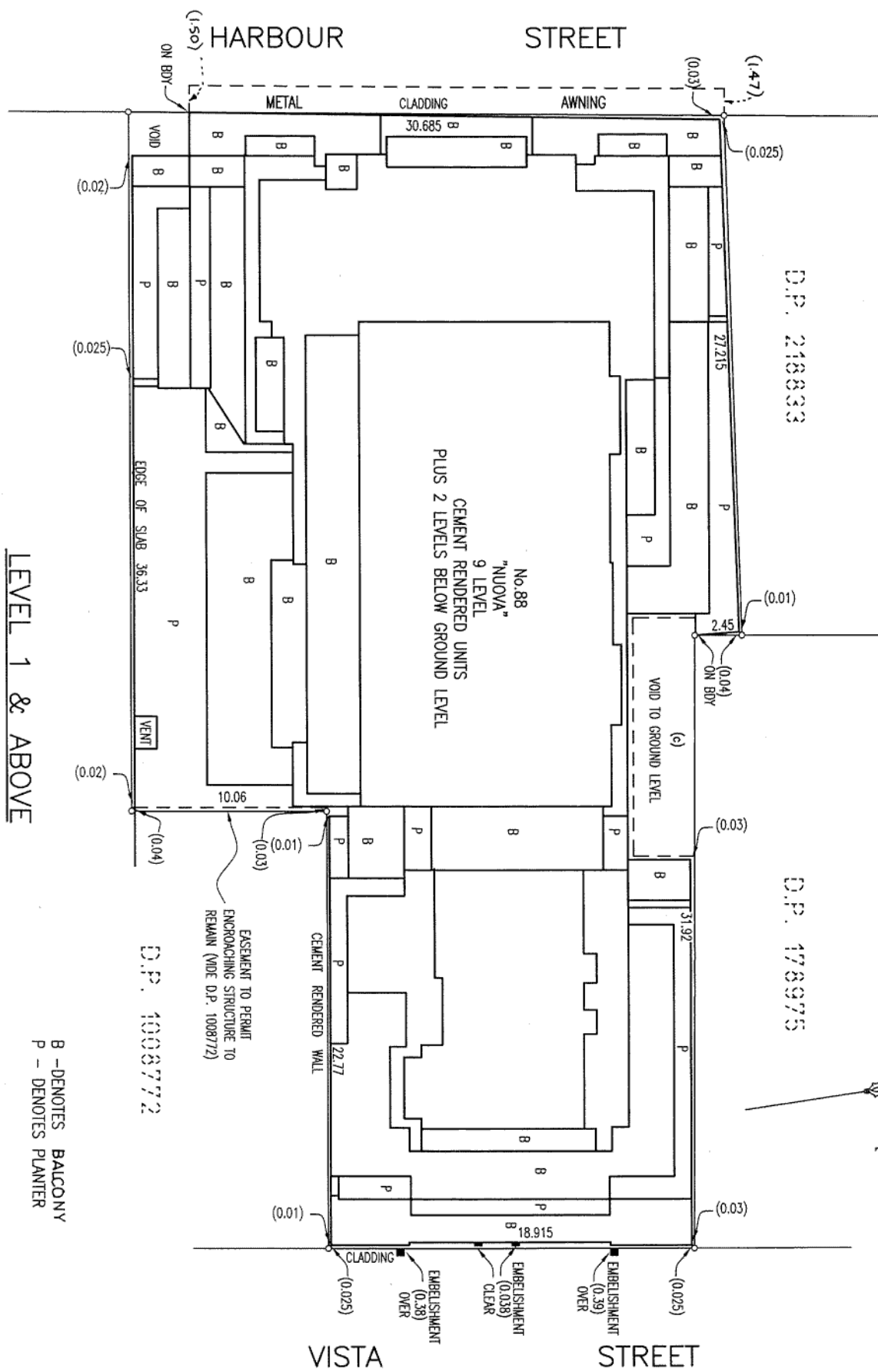
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SP71822



LEVEL 1 & ABOVE

B - DENOTES BALCONY
P - DENOTES PLANTER

Reduction Ratio	1	1200
Reduction Ratio	1	1200

Lengths are in metres

(c) - EASEMENT FOR LIGHT & AIR (D.P. 1062564).

L. J. Jensen
Registered Surveyor

~~Authorized Person/General Manager/Accredited-Certifier~~

X:\00JOBS\STRATA\001015_MOSMAN-CICIENNA\STRATA-SHT2.DWG

SURVEYOR'S REFERENCE : 001015 SP

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 13 Sheets

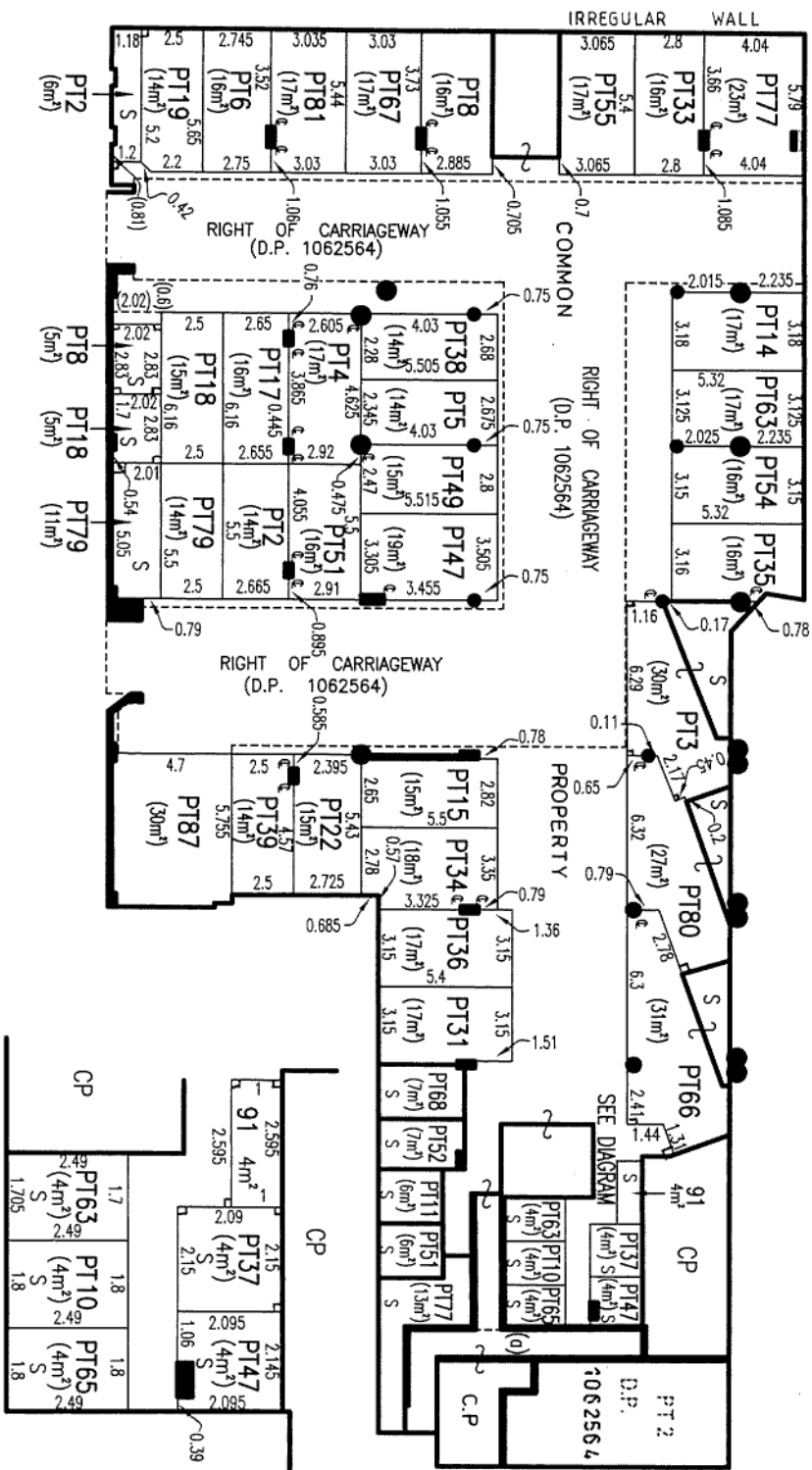
(o) - EASEMENT FOR ACCESS TO POOL PLANT ROOM (D.P. 1062564)

S - DENOTES STORAGE

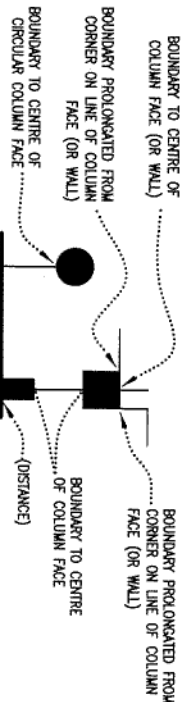
CP - DENOTES COMMON PROPERTY

BASEMENT LEVEL 2

SP71822



TYPICAL KEY - UNLESS OTHERWISE NOTED



90° - DENOTES 90°

DIAGRAM NOT TO SCALE

C.P. - DENOTES COMMON PROPERTY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Associate/Partner

SURVEYOR'S REFERENCE : 001015 SP

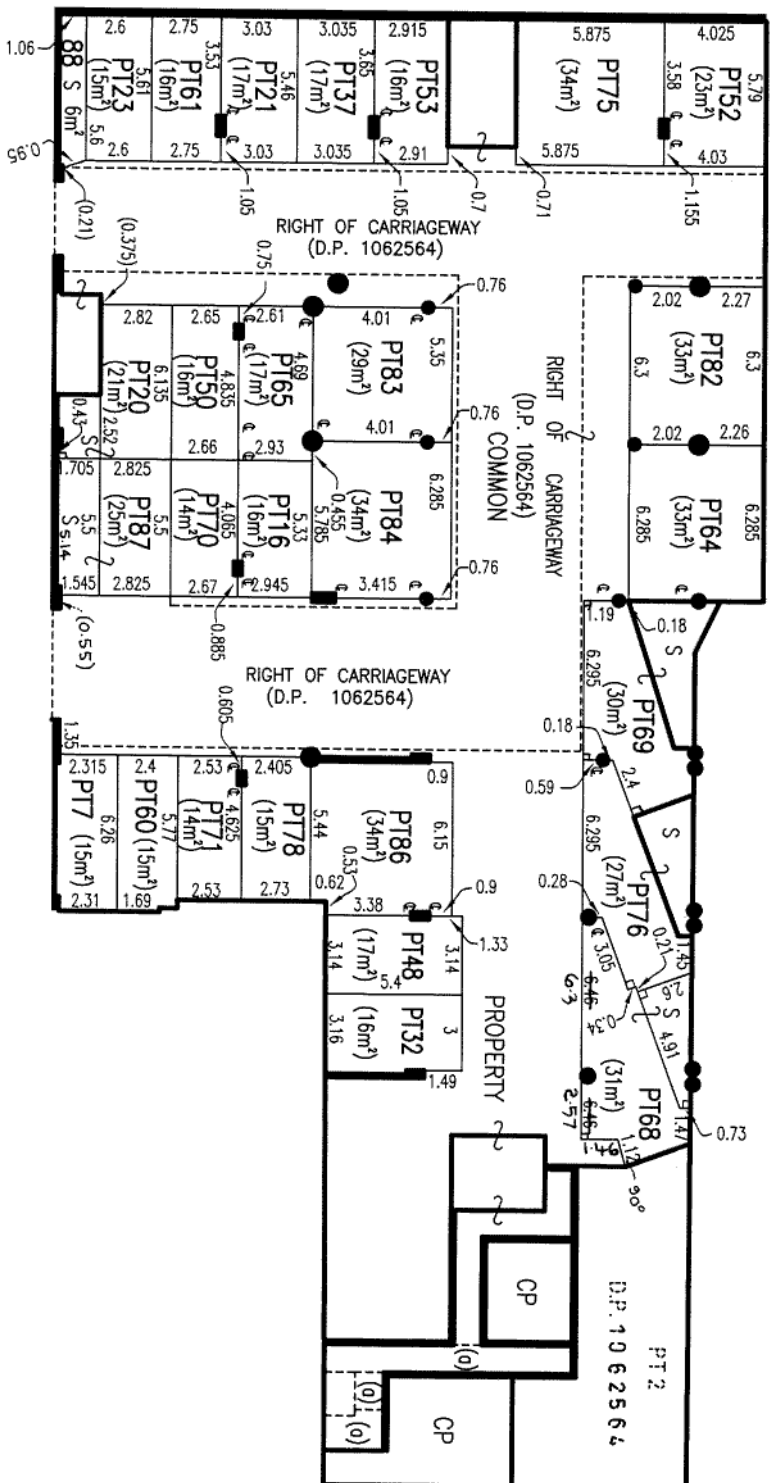
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

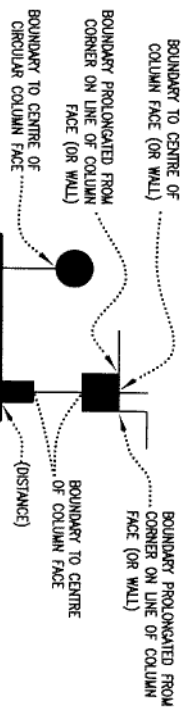
Sheet No. 5 of 13 Sheets

BASEMENT LEVEL 1

SP71822



TYPICAL KEY - UNLESS OTHERWISE NOTED



(o) - EASEMENT FOR ACCESS TO POOL PLANT ROOM D.P. 1062564.

CP - DENOTES COMMON PROPERTY
S - DENOTES STORAGE
L - DENOTES 90°

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accountant/Clerk

SURVEYOR'S REFERENCE : 001015 SP

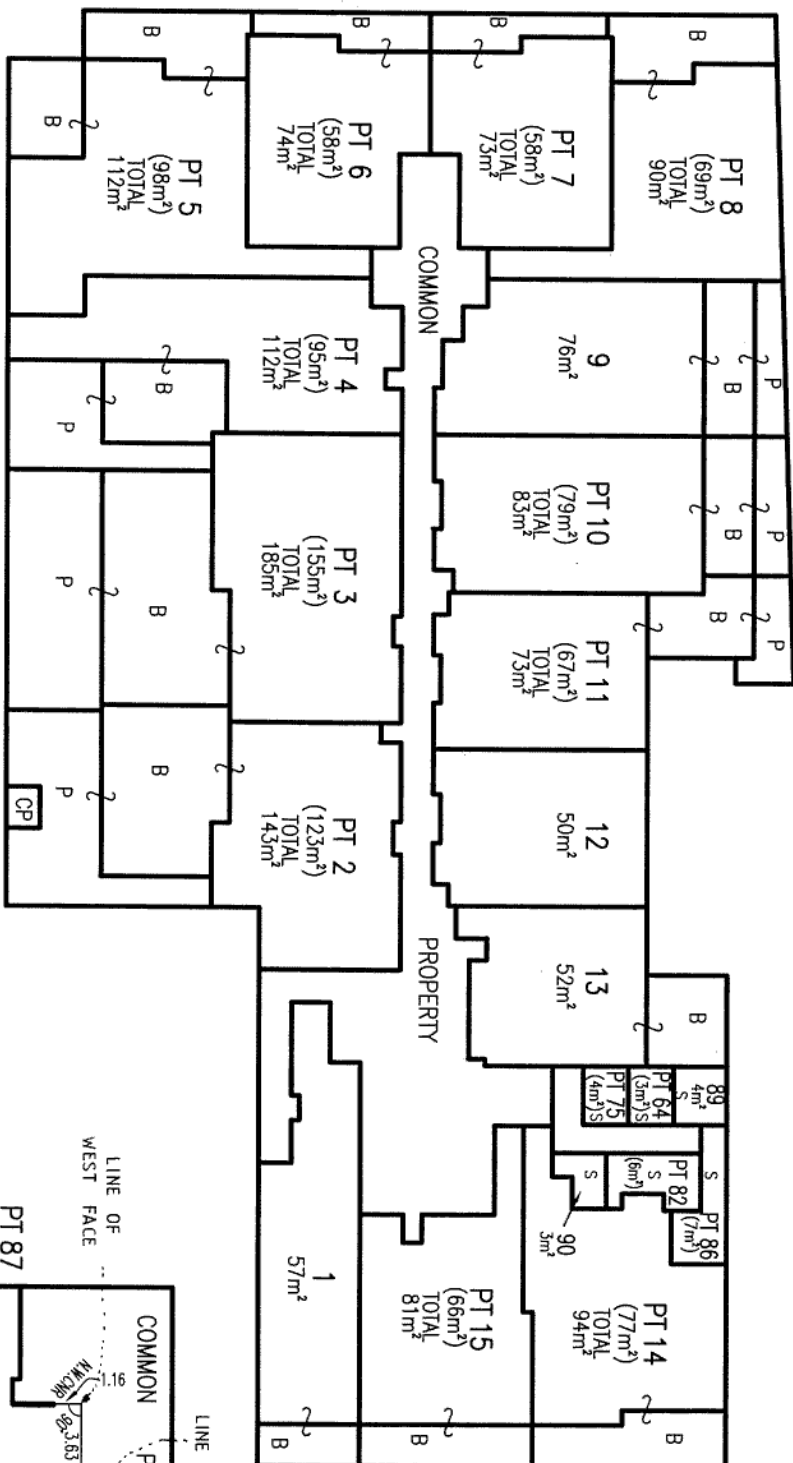
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

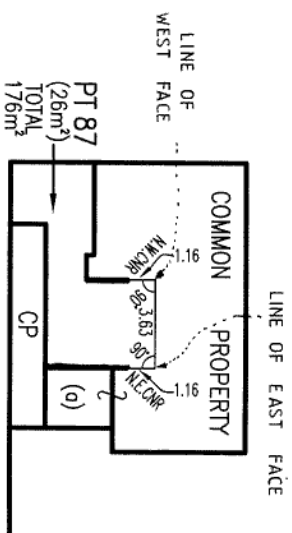
Sheet No. 6 of 13 Sheets

THE STRATUM OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 1



(o) - EASEMENT FOR ACCESS TO POOL PLANT ROOM DP 1062564

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
P - DENOTES PLANTER
S - DENOTES STORAGE

STAIRS AND GARBAGE ROOM
ON GROUND LEVEL ARE
COMMON PROPERTY.

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

M. S. J. J. J.

Authorised Person/General Manager/Authorised Certificate

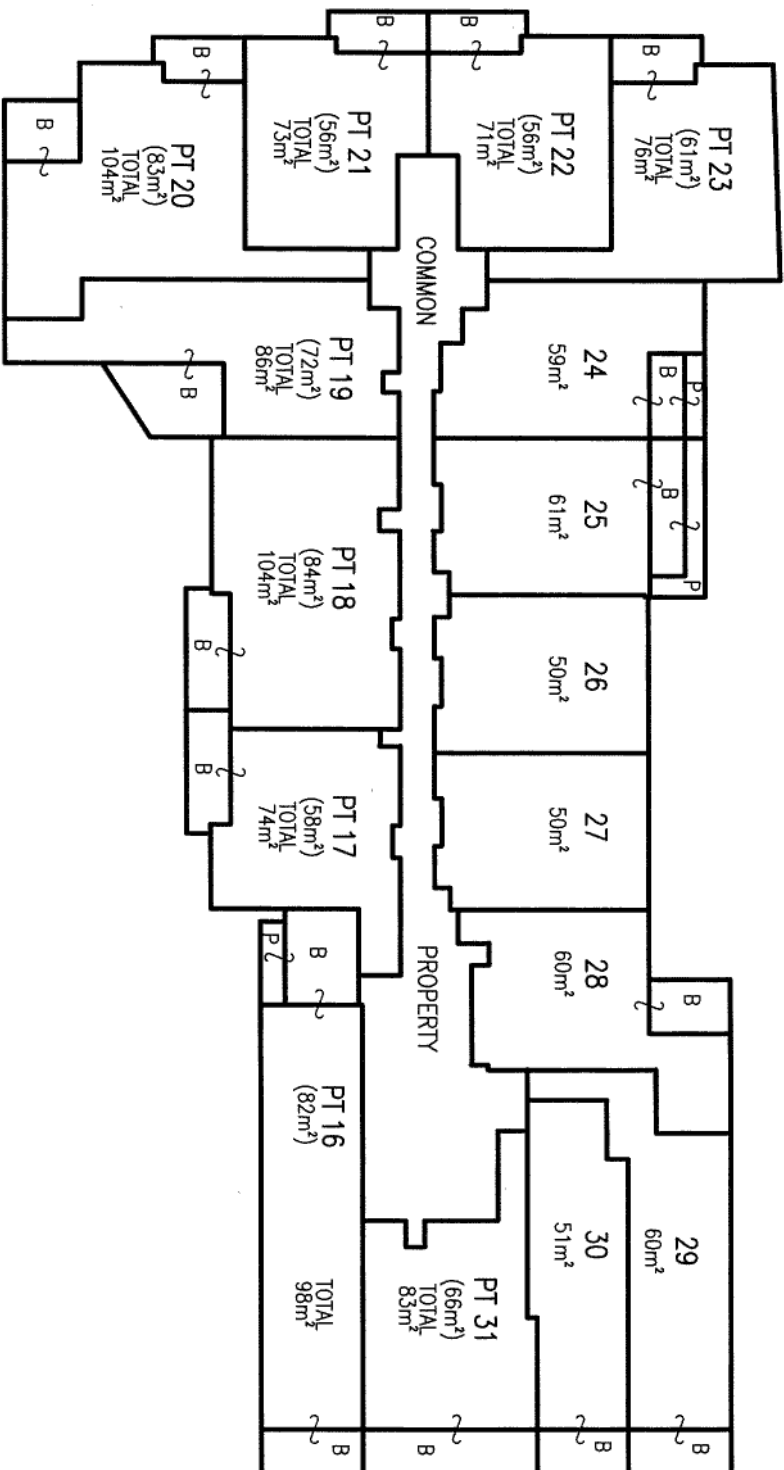
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 13 Sheets

THE STRATUM OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 2

B - DENOTES BALCONY
P - DENOTES PLANTER

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
M. S. Fisher

Authorised Person/General Manager/Notarified Officer

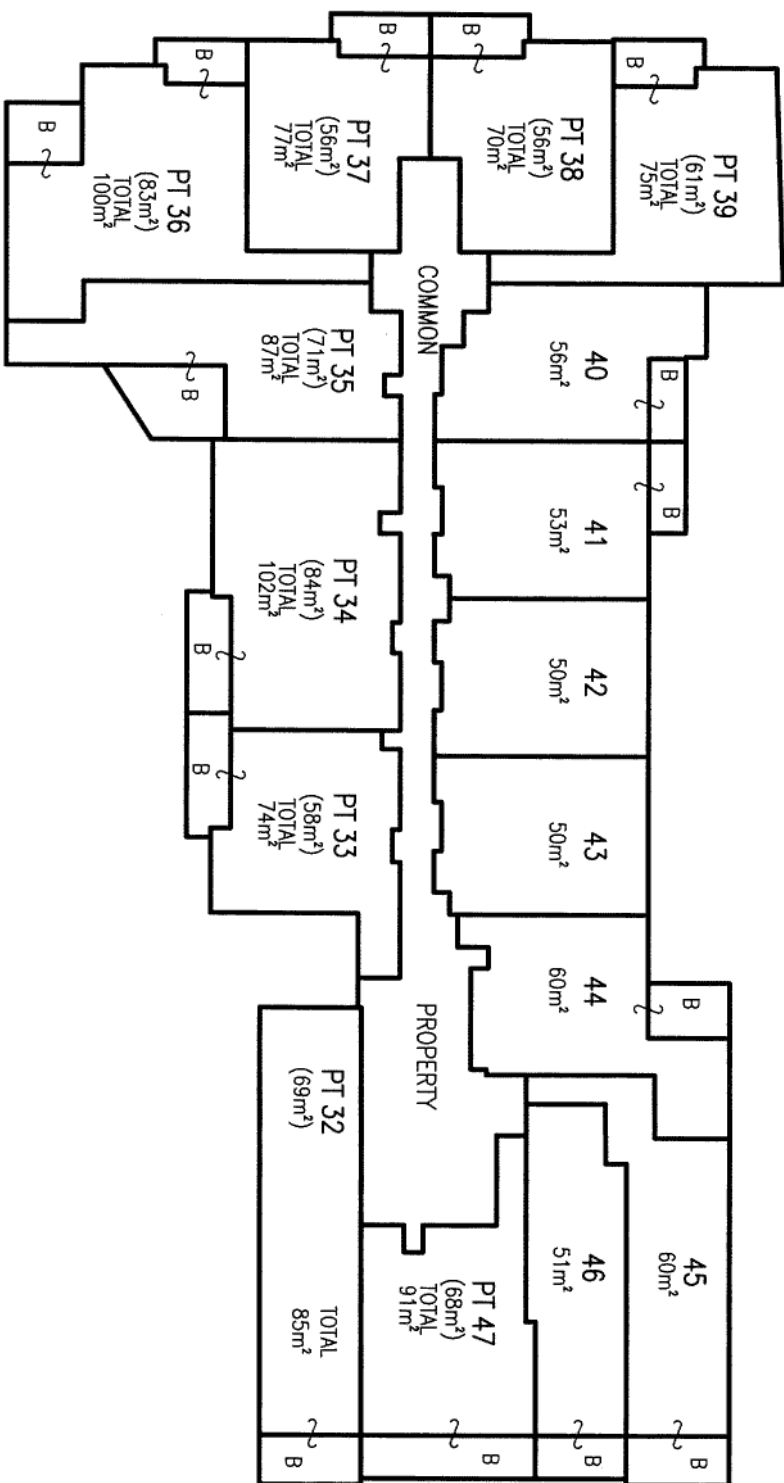
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 13 Sheets

THE STRATUM OF THE BALCONIES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 3

B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

M.S. Han
Registered Surveyor

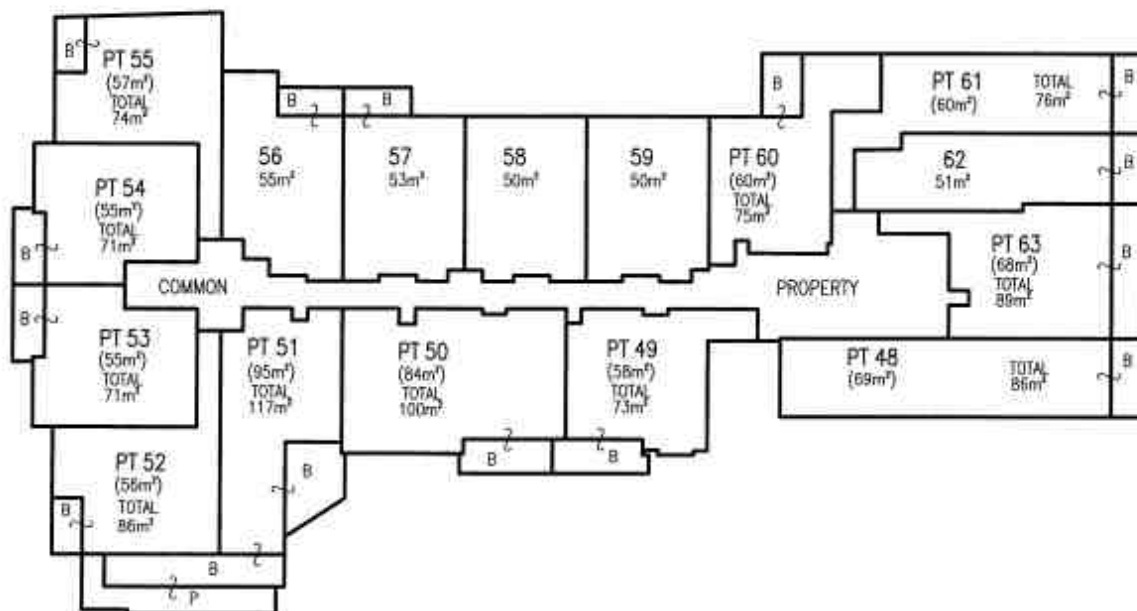
Authorised Person/General Manager/Notarised Certified

SURVEYOR'S REFERENCE : 001015 SP

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THE STRUTUM OF THE BALCONIES AND PLANTERS WHERE NOT COVERED ARE LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 4

B - DENOTES BALCONY
P - DENOTES PLANTER

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Green
Registered Surveyor

[Signature]
Authorized Person/General Manager/Authorized Officer

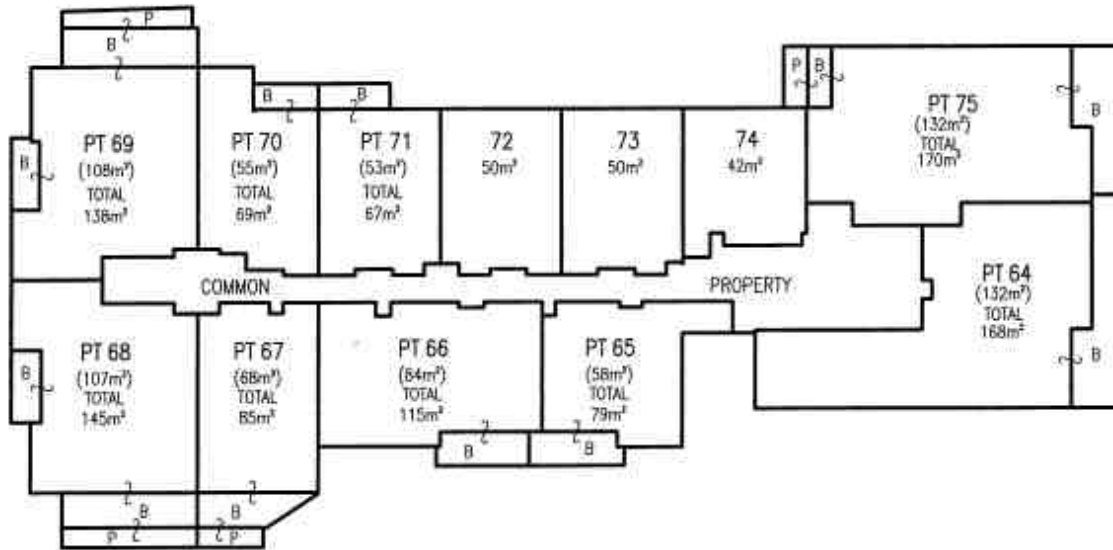
SURVEYOR'S REFERENCE : 001015 SP

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Reg: RT71822 / Doc: SP 001822 P / Rev: 06-Feb-2004 / New LMB / Reg. No. 2022 18-24 / Seq: 9 of 13
© Office of the Registrar-General / Sec: InfoTrack / Ref: 220384

THE STRATUM OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 5

B - DENOTES BALCONY
P - DENOTES PLANTER

Reduction Ratio: 1 : 200

Lengths are in metres

M. S. Tucker
Registered Surveyor

[Signature]
Authorised Person/General Manager/Authorised Officer

SURVEYOR'S REFERENCE : 001015 SP

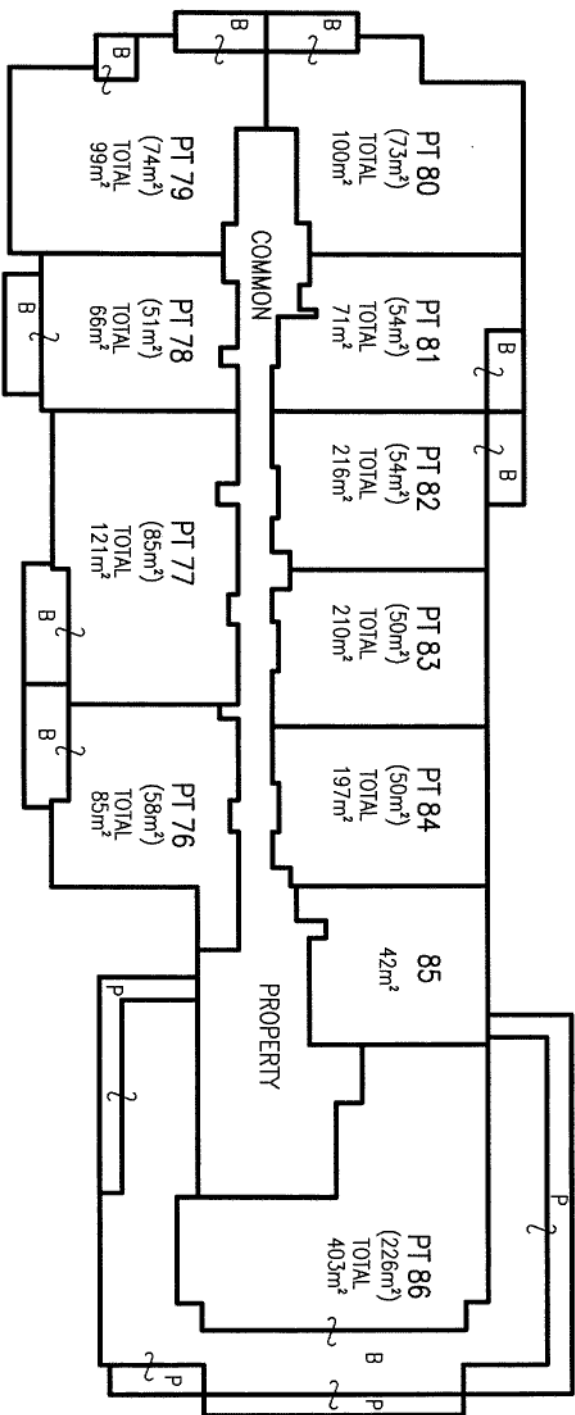
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 13 Sheets

THE STRATUM OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 6

B - DENOTES BALCONY
P - DENOTES PLANTER

Reduction Ratio 1 : 1200

Lengths are in metres

Registered Surveyor
M. S. Smith

Authorised Person/General Manager/Associated Certificate

SURVEYOR'S REFERENCE : 001015 SP

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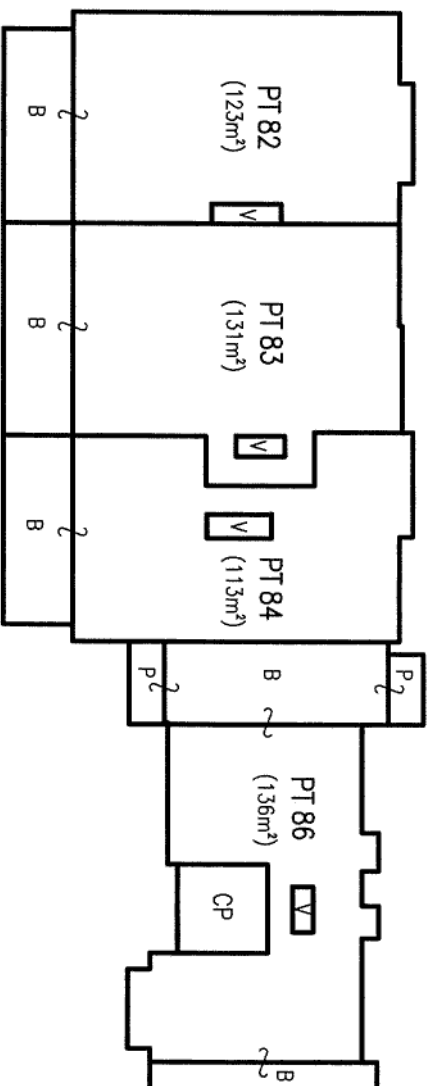
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 13 Sheets

THE STRATUM OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



LEVEL 7

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY
P - DENOTES PLANTER
V - DENOTES VOID TO LEVEL 6

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor
M. S. Jackson

Authorized Person/General Manager/Authorized Certificate

SURVEYOR'S REFERENCE : 001015 SP

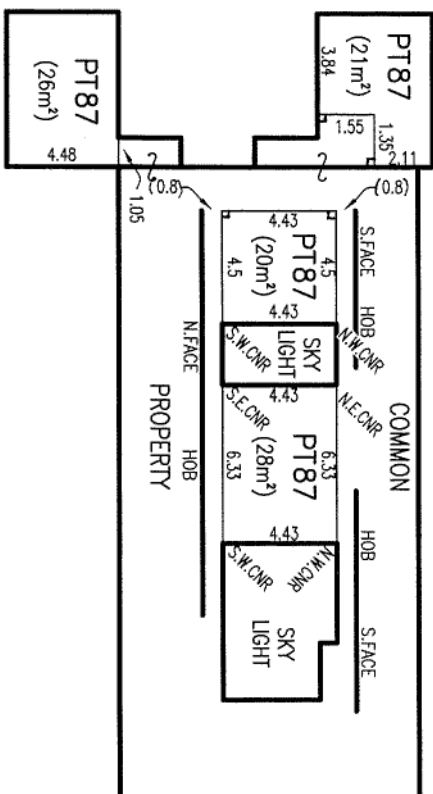
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 13 of 13 Sheets

PT LOT 87 WHERE NOT COVERED, IS LIMITED TO 30 METRES
ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822



ROOF LEVEL



Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor
M. S. Fisher

Authorised Person/General Manager/Notarified Controller
[Signature]

SURVEYOR'S REFERENCE : 001015 SP

SP71822

Strata Schemes (Freehold Development) Act 1973

Division 2B

Sections 28R - 28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

88-90 VISTA STREET, MOSMAN

PART A INTRODUCTION

1. PARTIES BOUND

1.1 This Statement is binding on:

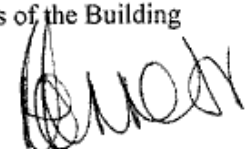
The Café Owner;
The Pool Owner;
The Residential Owner;
The Shop 1 Owner; and
The Shop 2 Owner.

PART B COMPULSORY MATTERS

2. MANAGEMENT OF THE BUILDING

2.1 The Building Management Committee

- (a) The Members must establish and maintain forever the Building Management Committee comprising a representative of each Member within 1 month of registration of this Statement.
- (b) The Members' representatives will be appointed or selected in accordance with a special resolution or by-law made by the relevant owners corporation or a resolution or decision made in the appropriate manner by each Member.
- (c) The Members' representatives must represent the Members at meetings of the Building Management Committee.



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- (d) Each Member must give to each other notice of its address and telephone number and the name, address and telephone number of its representative for the time being.
- (e) A Member may at any time give to the other Members notice of the name, address and telephone number of a duly appointed replacement representative.
- (f) Service of notices or documents on the Building Management Committee must be in accordance with the requirement for service in **clause 6** and is effective if given to each Member's representative for the time being as notified under this clause.

2.2 Chairperson/Office bearers

The Building Management Committee must appoint one of the Member's representative or the Strata Manager to act as chairperson for each meeting and any other office bearer as the Building Management Committee considers necessary from time to time.

2.3 Functions

The functions of the Building Management Committee are to:

- (a) comply with the Act and this Statement;
- (b) manage the Building so that the Members comply with their obligations under this Statement;
- (c) make and implement decisions in respect of relevant matters referred to in this Statement;
- (d) operate, maintain, replace, renew and/or add to the Shared Facilities as necessary;
- (e) update the list of Shared Facilities as necessary;
- (f) control the use of the Shared Facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance replacement, renewal, insurance of or additions or alterations to Shared Facilities in accordance with **Schedule 2** subject to any amendments made in accordance with this Statement;
- (h) effect the Insurances according to the Act and maintain contracts for maintenance as necessary;
- (i) consider any submission to the Building Management Committee by a Member under **clause 4.6**;
- (j) monitor the performance by the Members of their obligations under the Act and this Statement;
- (k) monitor the performance of the Strata Manager and the Building Manager;
- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so must clearly define the power, authority, duty or function which must be carried out by that Member according to the Building Management Committee's directions; and
- (m) consider and determine any other matter that the Members determine should be considered by the Building Management Committee.



3. MEETING PROCEDURES

3.1 Convening Meetings

- (a) Meetings of the Building Management Committee must be held:
 - (i) if required under this Statement;
 - (ii) within 1 month of a written request by a Member, not being a Member in Default, setting out the issue or proposal required to be addressed;
 - (iii) at least every six months; and
 - (iv) if the Building Management Committee decides to do so.
- (b) 14 days notice of a meeting with an agenda must be given by the Building Management Committee to the Members but, in the case of an emergency, shorter notice may be given. The Building Management Committee must deal only with the matters on the agenda for a meeting.

3.2 Quorum

At any meeting of the Building Management Committee, a quorum will consist of a representative of each Member except a Member in Default. If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 3 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of representatives present at the original meeting.

3.3 Voting

At all meetings of the Building Management Committee, each Member, except a Member in Default, is entitled through its representative to vote in accordance with the following entitlements:

- (a) Residential Member: 5 votes;
- (b) Shop 1 Owner: 1 vote;
- (c) Shop 2 Owner: 1 vote;
- (d) Café Owner: 1 vote; and
- (e) Pool Owner: 2 votes.

3.4 Voting Rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Building Management Committee.



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3.5 Appointment

The Building Management Committee may by Unanimous Resolution appoint one or more of its members to perform any Building Management Committee powers, authorities, duties or functions.

3.6 Delegation

The Building Management Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager.

3.7 Records

- (a) The Building Management Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Building Management Committee may set a procedure for the inspection of and for obtaining copies of the records of the Building Management Committee.

3.8 Decisions

The Building Management Committee may make decisions only:

- (a) according to this Statement;
- (b) at a properly convened meeting of the Building Management Committee; and
- (c) except where required by the Act or this Statement, by Ordinary Resolution.

3.9 Ordinary Resolution

The matters that the Building Management Committee must decide by Ordinary Resolution are appointing or terminating the appointment of a Strata Manager or Building Manager.

3.10 Special Resolution

The matters that the Building Management Committee must decide by Special Resolution are:

- (a) changing architectural or landscape standards;
- (b) amending, modifying or adding to **Schedule 1**; and
- (c) amending, modifying or adding to **Schedule 2**.

3.11 Unanimous Resolution

- (a) Subject to **clause 3.11(b)**, the matters that the Building Management Committee must decide by Unanimous Resolution are:
 - (i) amending this Statement; and
 - (ii) repaying all or part of the Building Management Committee's funds to Members.



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- (b) Despite **clause 3.11(a)**, any Member may agree with one or more other Members:
- (i) to amend, modify or add to any Shared Facilities that only they use or are entitled to use; or
 - (ii) to change, add to or adjust the division of costs for certain Shared Facilities as between or amongst themselves,

provided that one month's written notice is given to the Building Management Committee before any agreement made pursuant to this clause takes effect.

4. RIGHTS AND OBLIGATIONS

4.1 Compliance by Members

- (a) The Members must:
- (i) comply promptly with their obligations under this Statement and the Act;
 - (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iii) effect and maintain the Insurances required by this Statement and the Act;
 - (iv) implement decisions of the Building Management Committee;
 - (v) ensure that the Building and the Building Façade are effectively maintained and managed to the standard as constructed and to a standard appropriate to its permitted use;
 - (vi) comply with the Architectural Standards;
 - (vii) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (viii) not interfere with services used by a Member or Occupiers bound by this Statement;
 - (ix) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
 - (x) not release, vary or modify the easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
 - (xi) comply with the Easements.
- (b) Each Member is responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and releases that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.

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- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an owners corporation, each owner of a lot in a strata scheme) to comply with this Statement and the Easements.

4.2 Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Members, Owners and Occupiers must allow the other Members, Owners and Occupiers the use of common property in the Strata Scheme for the Residential Lots for access to or from another Stratum Lot or Strata Lot.
- (c) For the purposes of this clause the Residential Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

4.3 Access to Shared Facilities

- (a) Each Member must give the Building Management Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Building Management Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Building Management Committee may gain access under this clause to the common property of a Member's Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

4.4 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in **Schedule 2**.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

4.5 Nature of Obligations

The obligations of the Members under this Statement are joint and several.

4.6 Submissions by Members

Any Member, except a Member in Default, has the right to submit to the Building Management Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary **Schedule 2**;



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- (d) alter any external area of the Building;
- (e) amend this Statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this Statement has application.

5. DISPUTE RESOLUTION

5.1 First Resort

If a dispute arises between the Members in connection with a provision of this Statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause and no Member may pursue any action with the Strata Schemes Commissioner or Strata Schemes Board or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this Statement (**Notice**); and
- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference),

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

5.3 No agreement

If all Members cannot agree on an expert within 7 days of the Expert Notice, the expert must be nominated by the president of the relevant institute for determining the expert. If all Members cannot agree on the most appropriate institute, the institute will be nominated by the president for the time being of the Law Society of New South Wales.

5.4 Expert

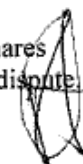
The person agreed or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

5.6 Costs

The cost of the expert's decision will be borne by those Members in dispute in the shares determined by the expert. Each party must pay its own costs in connection with the dispute.



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6. SERVICE OF NOTICES

6.1 Service requirements

A notice, approval, consent or other communication in connection with this Statement must be in writing and may be:

- (a) left at the address of the addressee;
- (b) sent by prepaid ordinary post to the address of the addressee; or
- (c) transmitted by facsimile to the facsimile number of the addressee

or if the addressee notifies another address or facsimile number then to that address or facsimile number.

6.2 Receipt requirements

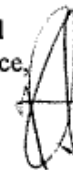
- (a) Unless a later time is specified in it, a notice, approval, consent or other communication, it shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, and a facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the relevant recipient.

**PART C
OTHER MATTERS**

7. STRATA MANAGER AND BUILDING MANAGER

7.1 The Strata Manager

- (a) The Building Management Committee may appoint a Strata Manager to assist it perform its functions under this Statement.
- (b) The Building Management Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities ;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Building Management Committee;
 - (iv) prepare a plan for any refurbishment works or any other works;
 - (v) carry and maintain licences required by law to be a strata managing agent;
 - (vi) in carrying out or arranging for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.



- (c) If the Building Management Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager that clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Building Management Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) Under the agreement, the Building Management Committee may require the Building Manager to carry out the following duties:
 - (i) caretaking, supervising and servicing Shared Facilities and the Building generally;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities ;
 - (iii) providing services to the Building Management Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
 - (iv) supervising the Building Management Committee's employees and contractors; and
 - (v) carrying out any other task that the Building Management Committee agrees is necessary for the operation and management of the Building.

8. INSURANCE

8.1 Insurance Obligations

- (a) The Building Management Committee must effect and maintain the Insurances throughout the operation of this Statement and without limitation must:
 - (i) at least every 2 years appoint an appropriately qualified expert (with at least 5 years experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - (ii) allow for insurance premium cost increases which may occur during the period of the Insurances;
- (b) The Building Management Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of increase of premium.



8.2 Members Responsibilities

- (a) A Member must not, without the prior written consent of the Building Management Committee, do or permit anything, which may invalidate or suspend any insurance or increase the premium for insurance effected under the Act.
- (b) If a Member does anything which increases the premium for any Insurance effected under the Act then that member must pay any resulting additional insurance premium.

9. SHARED FACILITIES AND COSTS

9.1 Contribution to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in **Schedule 2**.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in **Schedule 3** and are appropriate.

9.2 Estimate of Shared Costs

- (a) The Building Management Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this Statement.
- (b) The estimate must be made no later than 30 days after the registration of this Statement and after that, as required by the Building Management Committee.

9.3 Contributions to Shared Costs

The Building Management Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under **clause 9.2** by written notice and each Members must pay the contribution with the time specified for payment in the notice.

9.4 Additional Expenses Contribution

If the Building Management Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with this clause, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Building Management Committee in accordance with the appropriate formula for allocation in **Schedule 3**.

9.5 Establishing Accounts

- (a) The Building Management Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a Facilities fund for capital works; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.



- (b) The Building Management Committee must levy the first contribution within 1 month after this Statement is registered.
- (c) The Building Management Committee must budget and levy sufficient contributions for its funds to comply with its obligations under this Statement.

9.6 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in **clause 9.2(a)**, the Building Management Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Building Management Committee must open a bank/building society account and pay into it all amounts received under this clause. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Building Management Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Building Management Committee may:
 - (i) credit it to one of the Building Management Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Building Management Committee.

9.7 Dealing with surplus funds

If there are surplus funds in any fund established, the Building Management Committee may distribute it between the Members in the shares decided by the Building Management Committee.

9.8 Member in Default

If a Member fails to pay a contribution imposed under these clauses, it will be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Building Management Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered, without deduction of any costs or expenses incurred in recovery and the Building Management Committee will decide what proportion of interest at the Default Rate payable under this clause (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;
- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Building Management Committee.



9.9 Failure to provide information

- (a) The Building Management Committee may do anything under this clause which in the opinion of the Building Management Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Building Management Committee exercises a function under this clause the Shared Facility Member must reimburse the Building Management Committee for its costs in exercising the function.

10. ALTERATIONS TO SHARED FACILITIES AND SHARED COSTS

10.1 Acknowledgment

The Members acknowledge that **Schedule 1** and **Schedule 2** may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities; or
- (e) changes to legislation require it.

10.2 Alterations to Shared Facilities

The Building Management Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and if this is done, it will be treated as amending **Schedule 1** and **Schedule 2** in the appropriate way.

10.3 Alterations to Shared Costs

The Building Management Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

11. MAINTENANCE OF SHARED FACILITIES

11.1 Member to Maintain

Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

11.2 Building Management Committee may maintain

The Building Management Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under Part 2 of the Management Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property). If the Building Management Committee carries out maintenance, repair or replacement of Shared

Facilities (being part of a Member's Strata Scheme or Stratum Lot common property) it must pay for the repair and maintenance out of money standing in the accounts referred to in **clause 9**.

11.3 Building Management Committee may direct maintenance

The Building Management Committee may direct, by notice in writing, a Member ordinarily responsible under Part 2 of the Management Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Building Management Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Building Management Committee must pay the full cost to the Member out of money standing in the accounts referred to in **clause 9** as and when the cost becomes due for payment.

11.4 Street Lighting in Harbour Street

It is a requirement of Mosman Council that the maintenance of the new street lights in Harbour Street adjacent to the Building and the power cost of the lighting be borne by the Members for the first five years of the life of the Building. The power cost will be billed to the Building Management Committee by Mosman Council at regular intervals and this and the maintenance of the lighting is a Shared Cost of the Building.

11.5 Internal Sewer lines

All internal sewer lines are the responsibility of the Members to maintain and repair and are not the responsibility of Sydney Water.

12. ARCHITECTURAL AND LANDSCAPE STANDARDS

- (a) The Building Management Committee must make architectural and landscape standards for the Building within 1 month of registration of this Statement (the **Architectural Standards**).
- (b) At minimum, the Architectural Standards must specify that the Building and the Building Façade are maintained at the same standard and quality as the Building as constructed, maintaining the same or similar light colour of the exterior paintwork and colour scheme,
- (c) The Members must comply with the architectural and landscape standards.
- (d) The Building Management Committee may amend, modify or add to the architectural or landscape standards by Special Resolution.
- (e) A person bound by these standards may apply to the Building Management Committee to change the standards by the procedures for application set from time to time by the Building Management Committee.
- (f) The Building Management Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain consent under the relevant strata scheme by-laws or from any relevant statutory authority.



13. GARBAGE/WASTE AREAS

- (a) The Garbage Room is available for waste management purposes by the Members or the relevant Occupiers.
- (b) The Building Manager can prescribe conditions for use in relation to the use of the Garbage Room and waste management.

14. SIGNS

14.1 Signs erected by members

- (a) A Member must not, without the consent of the Building Management Committee, erect advertising or other signs on the Building that may be viewed from outside the Building.

14.2 Signs erected by Owners and Occupiers

Owners and occupiers of lots in Nuova Mosman must not, without the consent of the Building Management Committee, erect advertising or other signs on common property within Nuova Mosman or that may be viewed from outside Nuova Mosman. This restriction includes, without limitation, signs that advertise that lot is for sale or available for lease.

14.3 Conditions about signs

- (a) The Building Management Committee may make conditions if it gives consent for the erection of a sign. In particular, the Building Management Committee may make strict requirements about the type, shape, size and location of a sign and the duration for which the sign may be erected. Without limitation on the Building Management Committee's powers under this clause:
 - (i) signs may be fixed on glass shopfronts only;
 - (ii) only business names and logos may appear on signs. No advertising slogans, brand names or product names may appear;
 - (iii) signs must be made up of individual letters. Box signs will not be approved;
 - (iv) sign illumination must be internal and self-contained. No animated, flashing or intermittent lights, black light or strobe lights will be permitted; and
 - (v) signs may not be fixed onto any external faces of the Building or any common property in a Strata Scheme, including any column or masonry walls.

Owners, Occupiers and Members must comply with the Committee's conditions.

- (b) When exercising its powers under this clause, the Building Management Committee must have regard to the commercial operation of the Pool Lot and the Retail Lots.



- (c) The Building Management Committee may:
 - (i) require owners or occupiers of lots in Nuova Mosman to take down a sign servicing their lot; and
 - (ii) require a Member to take down a sign servicing its part of the Building.
- (d) An owner or occupier of a lot in Nuova Mosman must repair any damage to the Building caused when they erect or remove a sign under this clause.
- (e) A Member must repair any damage to the Building caused when they erect or remove a sign under this clause.

15. PARKING AND DELIVERIES

15.1 Obligation of the Residential Owners Corporation

- (a) The Residential Owners Corporation must ensure that:
 - (i) a common property carwash bay in Nuova Mosman is available for use by small delivery vehicles, tradespeople and similar service providers making deliveries or providing service to the Owners and Occupiers; and
 - (ii) for the purposes of this clause, Owners and Occupiers may allow persons to use the common property carwash bay for up to 15 minutes on each occasion (unless the Residential Owners Corporation agrees to a longer time).
- (b) The Residential Owners Corporation must use its best endeavours to ensure that all deliveries, particularly deliveries by removalist trucks, are made from common property in Nuova Mosman.

15.2 Obligations of owners and occupiers

- (a) Owners and Occupiers must:
- (b) Comply with the by-laws for Nuova Mosman and, in particular, the by-laws concerning moving furniture through Nuova Mosman, parking on common property and using the carwash bays; and
- (c) Ensure that persons using the carwash bay under this clause do not park in the carwash bay for more than 15 minutes at a time (unless the Residential Owners Corporation agrees to a longer time).



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16. TELECOMMUNICATIONS EQUIPMENT

16.1 Location of equipment

The Member and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antennas, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities.

16.2 No benefit

The Members and Owners acknowledge that they may not derive any benefit or use from such telecommunications equipment and agree not to make any objection, requisition or claim in relation to that equipment.

17. BY-LAWS MUST BE CONSISTENT WITH THIS MANAGEMENT STATEMENT

- (a) Persons who must comply with this Statement must use their best endeavours to make sure that the by-laws for the Residential Owners Corporation remain consistent with this Statement.
- (b) For the period that a Member does not comply with this clause, the Member may not vote at Building Management Committee meetings.

18. SERVICES

- 18.1** The Building Management Committee has the power to determine from time to time that services within the Building or that service Stratum Lots or the Strata Scheme require to be repaired, replaced, added or upgraded. If the Building Management Committee so determines, the cost of installation and use of those services if Shared Facilities will be allocated in accordance with clauses 10 and 11 of this Statement, or otherwise, be payable by the Member receiving the benefit of the additional service.
- 18.2** When works are being carried out as contemplated by this clause, Members must provide access to their properties as is reasonably required to allow the works to be carried out.
- 18.3** This clause and the Easement for Services created by registration of the Stratum Instrument is not intended in any way to be limited to existing services or those listed in the Stratum Instrument, but is intended to include future new services, such as upgrades or updates of technology and telecommunication services and equipment.



19. POOL

- 19.1** The Pool Owner must use its best endeavours to control noise by employees, contractors, visitors and users of the Pool. It is noted that the Pool opening times are:

Mondays to Saturdays: 5.00a.m. to 9.30p.m.

Sundays and public holidays: 7.00a.m. to 7.00p.m.

- 19.2** Without derogating from clause 19.1, and having due regard to building construction warranties, the Pool Owner must maintain the integrity of the acoustic controls installed in and around the Pool Lot at the time of construction of the Building.

- 19.3** Despite any other provision of this Statement, any part of the structure of the Building or the Services whether part of or servicing the Pool Lot or not, or which support the Pool or the Pool Lot, that is damaged as a direct or indirect result of the existence of the Pool within the Building or caused by the failure, negligence, act or omission of the Pool Owner, its contractors, employees, users or visitors, must be repaired at the sole cost of the Pool Owner. This clause will not apply to the extent that any damage is caused or contributed to by a Member or a structure of another Member.

20. DEFINITIONS AND INTERPRETATION

20.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Strata Act or the Management Act as appropriate.

Architectural Standards means the architectural and landscaping standards referred to in clause 12.

Building means the building contained within and on the land comprised in folio identifiers 11/701088, 1/127473 and 3/595551.

Building Façade means and includes all external walls of the Building, but excludes any external windows or glass doors.

Building Management Committee means the committee established under this Statement as required by the Act.

Building Manager is the person for the time being appointed by the Building Management Committee under clause 7.

Café Lot means Lot 5 in the Stratum Plan.

Café Owner means the owner of Lot 5 in the Stratum Plan.



Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or any rate as set by the Commonwealth Bank of Australia in place of that rate.

Easements means the easements benefiting or burdening any lot of which a Member is the owner.

Garbage Room means the garbage waste room and recycling waste room located within the Residential Lot on the ground floor which is a Shared Facility, the cost of which is to be met by the Members in the proportions set out in **Schedule 2**.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance.

Management Act means the Strata Schemes Management Act 1996 and Regulations.

Member means the Residential Owners Corporation and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme as appropriate.

Member in Default means a Member who fails or has failed to comply with its obligations as prescribed under **clause 9** and who will have no voting rights at meetings of the Building Management Committee unless it has satisfied those obligations before the date of notice for any meeting.

Nuova Mosman, is the name of the Residential Lot which will have the street address of 88 Vista Street, Mosman and which is strata scheme no.71822.

Ordinary Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting by simple majority of which the Member's representatives attending and entitled to vote are cast.

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate.

Owner means an owner of a Strata Lot.

Pool means the swimming pool constructed within the Pool Lot.

Pool Lot means Lot 2 in the Stratum Plan to be known as 90 Vista Street, Mosman.

Pool Plant Room means the Pool plant and equipment room located on level B1 of the Residential Lot.

Pool Owner means the owner of Lot 2 in the Stratum Plan.

Residential Lot means a lot created when a Residential Stratum Lot is subdivided by a Strata Plan.

Residential Owner means the owner of Lot 1 in the Stratum Plan.

Residential Owners Corporation means the strata owners corporation created on registration of a Strata Scheme for a Residential Stratum Lot.

Residential Stratum Lot means the Stratum Lot 1.



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Retail Lot means the Shop 1 Lot, the Shop 2 Lot, the Café Lot or any of them.

Retail Lot Owner means an owner of a Retail Lot.

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in **Schedule 2**.

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Building Management Committee pursuant to **clause 9** including but not limited to:

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) insurances;
- (d) fees payable to the Strata Manager or Building Manager; and
- (e) all other amounts determined by the Building Management Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are used by two or more Members or Owners.

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the Management Act that form the Shared Facilities.

Shop 1 Lot means lot 3 in the Stratum Plan.

Shop 2 Lot means lot 4 in the Stratum Plan.

Shop 1 Owner means the owner of Lot 3 in the Stratum Plan.

Shop 2 Owner means the owner of Lot 4 in the Stratum Plan.

Special Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting against which not more than one quarter of Member's votes are cast.

Statement means this strata management statement.

Strata Act means the Strata Schemes (Freehold Development) Act 1973 and Regulations.

Strata Lot means a lot in a Strata Scheme.

Strata Manager means the strata managing agent for the time being appointed by the Building Management Committee under **clause 7.1**.

Strata Plan means a plan, which according to the Strata Act subdivides a Stratum Lot to create a Strata Scheme.

Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan.

Stratum Lot means either a current lot, as that term is defined in the Strata Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme.



Stratum Instrument means the instrument registered pursuant to s.88B of the Conveyancing Act, 1919, registered with the deposited plan that created the Stratum Lots.

Stratum Plan means the plan of subdivision of the Building creating the Stratum Lots, being DP1062564.

Unanimous Resolution means a resolution of the Building Management Committee that is passed at a properly convened meeting in favour of which all votes of the Member's votes are cast..

20.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;
 - (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body that has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party that is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day, which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
- (g) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
- (h) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.

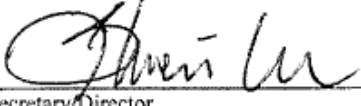


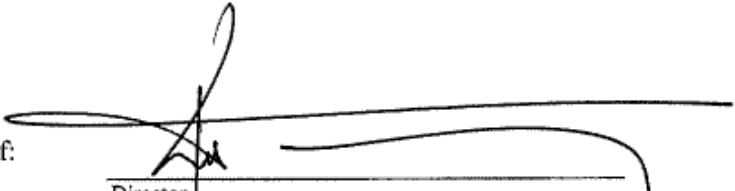

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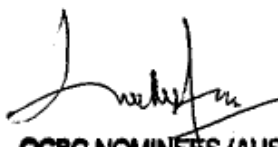
Signatures, consents and approvals

Signed sealed and delivered on behalf of
OKAROO PTY LIMITED in the presence of:


Secretary/Director
Steven Lee
Print name


Director
Peter Hing
Print name


MORTGAGEES CONSENT


OCBC NOMINEES (AUSTRALIA) PTY. LIMITED
(A.C.N. 006 610 055) by its Attorneys who
declare that they have no notice of revocation
of the Power of Attorney under which this
document is signed. Register Book 4143 No. 216

CERTIFICATE OF APPROVAL

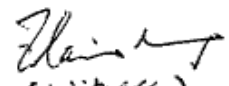
Mosman Council certifies that:

- (a) it has approved of the development described in Development Application No. 8.2001.23.1 dated
14 June 2001; and
- (b) the terms and conditions of this Statement are consistent with that development as approved.

Date: 12 JANUARY 2004


Signature on behalf
of Mosman Council

VIVIAN MAY
GENERAL MANAGER


(Witness)
Elaine Chung
75 Castlereagh Street
Sydney NSW 2000

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**SCHEDULE 1
LIST OF SHARED FACILITIES**

1. Fire Protection Services

Shared Facilities	Location
Sprinkler systems	Various throughout the Building
Hydrant pumps, pipes and hose reels	Various throughout the Building
Fire detection system	Various throughout the Building
Lightning Protection unit	Roof

2. Hydraulic Services

Shared Facilities	Location
Grease arrestor – Shops 1 and 2	Ground floor garbage room
Grease arrestor - Cafe	Grease arrestor room –Basement level 2 carpark
Domestic water pressure system	Basement
Sub soil drainage and pump out system	Basement
Sewer pumpout system	Basement
Internal sewer lines	Various throughout Building

3. Gas Supply

Shared Facilities	Location
Gas meter room	Basement

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4. Mechanical Services

Shared Facilities	Location
Garbage room exhaust	Roof
Basement services room supply	Basement
Carpark ventilation	Basement
Airconditioning condenser units for Retail Lots.	Affixed to ceiling above common property in Basement Level 1

5. Electrical Services

Shared Facilities	Location
Main switchboard	Basement
Street lighting	Harbour Street

6. Telecommunications

Shared Facilities	Location
Main distribution frame	Basement

7. Garbage/Waste

Shared Facilities	Location
Garbage Room	Ground floor

8. Stormwater

Shared Facilities	Location
Stormwater detention tanks	U/S Level 1
Stormwater system	Various throughout the Building



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9. Building Façade

Shared Facilities	Location
All external walls of the Building at Vista Street, Harbour Street and along the walkway on the northern side of the Building.	As described

10. Basement Carparking Security

Shared Facilities	Location
The security access gate to the basement carpark and all passkeys or other method of access via the security gate.	Mosman Council public carpark on the southern side of the Building

11. Other

Shared Facilities	Location
Building Insurance	Not applicable
Strata Manager	Not applicable
Building Manager	Not applicable



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SCHEDULE 2 SHARED COSTS FOR SHARED FACILITIES

- 1 = Residential Stratum Owner
 2 = Pool Owner
 3 = Shop 1 Owner
 4 = Shop 2 Owner
 5 = Café Owner

The percentages in this Schedule 2 are the proportions of the total cost due and payable by each Member (Shared Cost).

1. Fire Protection Services

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Sprinkler systems	50%	30%	0	0	20%	B
Hydrant pumps pipes and hose reels	90%	10%	0	0	0	F
Fire detection system	90%	7%	1%	1%	1%	F
Lightning protection unit	90%	7%	1%	1%	1%	F

2. Hydraulic Services

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Grease arrestor – Shops 1 and 2	No	No	Yes	Yes	No	H
Grease arrestor – Café	No	No	No	No	100%	
Domestic water pressure system	60%	37%	1%	1%	1%	F
Sub soil drainage and pump out system	80%	17%	1%	1%	1%	F
Sewer pumpout system	5%	95%	0	0	0	F
Internal sewer lines	50%	35%	5%	5%	5%	F

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3. Gas Supply

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Gas meter room	-	-	-	-	-	H

4. Mechanical services

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Garbage room exhaust	70%	10 %	5%	5%	10 %	F
Basement services room supply	70%	24 %	2.5 %	2.5%	1%	F
Carpark ventilation	95.5%	0	3%	1.5%	0	D
Airconditioning condenser units for Retail Lots.	Nil	Nil				A

5. Electrical Services

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Main switchboard	70%	27%	1%	1%	1%	F
Street lighting	0	25%	25%	25%	25%	F

6. Telecommunications

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Main distribution frame	90%	7%	1%	1%	1%	F

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7. Garbage Room

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Garbage Room	40%	10%	15%	15%	20%	F

8. Stormwater

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Stormwater detention tank	80%	17%	1%	1%	1%	F
Stormwater system	80%	17%	1%	1%	1%	F

9. Building Facade

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Building Facade	87%	10%	1%	1%	1%	F

10. Basement Carparking Security

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
The security access gate to the basement carpark and all passkeys or other method of access via the security gate.	95.5%	0	3%	1.5%	0	D

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11. Other

Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
Building Insurance.	78.5%	19.25%	.75%	.75%	.75%	F
Strata Manager	20%	20%	20%	20%	20%	F
Building Manager	92%	5%	1%	1%	1%	F



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**SCHEDULE 3
METHODS OF ALLOCATION**

A	As per separate meter readings where separately metered. If not metered, the estimated proportion of the use and benefit of the Shared Facility by each Member.
B	The relative proportion of the total number of sprinkler heads in the Stratum Lot.
C	There is no method C used in this Statement.
D	The total number of car spaces in the Stratum Lot.
E	The total number of residential units in the Stratum Lot.
F	The estimated proportion of the use and benefit of the Shared Facility by each Member.
G	The relative value of the Stratum Lot.
H	To be valued at the relevant time as cost will be dependent on who is connected to the service and the nature of the problem.



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CLAUSE	HEADING	PAGE
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1. PARTIES BOUND		1
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2. MANAGEMENT OF THE BUILDING		1
3. MEETING PROCEDURES		3
4. RIGHTS AND OBLIGATIONS		5
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PART C OTHER MATTERS		8
7. STRATA MANAGER AND BUILDING MANAGER		8
8. INSURANCE		9
9. SHARED FACILITIES AND COSTS		10
10. ALTERATIONS TO SHARED FACILITIES AND SHARED COSTS		12
11. MAINTENANCE OF SHARED FACILITIES		12
12. ARCHITECTURAL AND LANDSCAPE STANDARDS		13
13. GARBAGE/WASTE AREAS		14
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15. PARKING AND DELIVERIES		15
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19. POOL		17
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SCHEDULE 2 SHARED COSTS FOR SHARED FACILITIES		25
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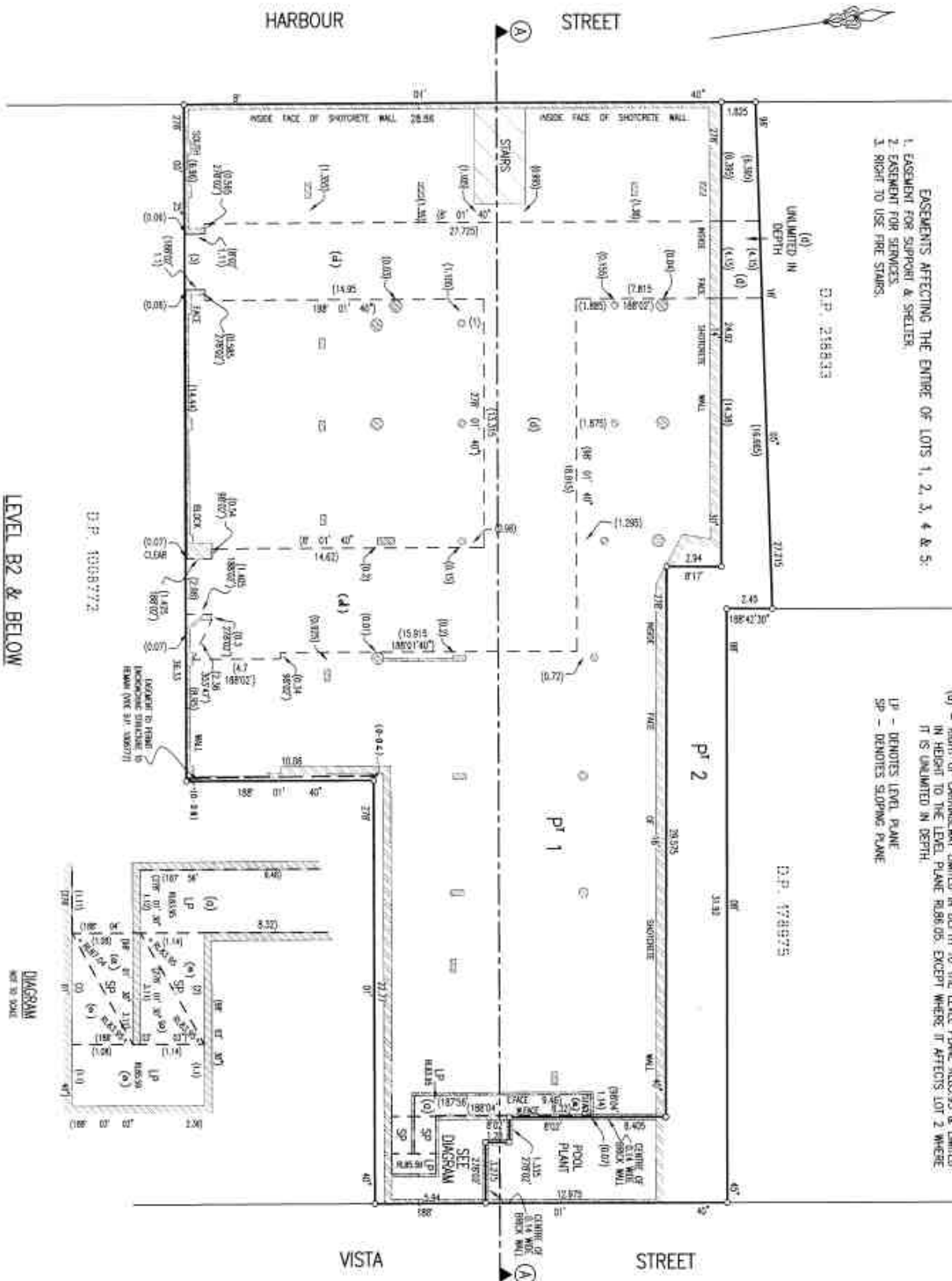
*OFFICE USE ONLY

FOR SUPPLY INFORMATION SEE SHEET 1

- EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:
1. EASEMENT FOR SUPPORT & SHELTER,
 2. EASEMENT FOR SERVICES,
 3. RIGHT TO USE FIRE STAIRS.

- (a) - EASEMENT FOR ACCESS TO POOL PLANT ROOM LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANE SHOWN THUS RL. & IN HEIGHT TO 2.1m ABOVE EACH PLANE.
(d) - RIGHT OF DRIVEWAY LIMITED IN DEPTH TO THE LEVEL PLANE RL83.95 & LIMITED IN HEIGHT TO THE LEVEL PLANE RL88.05, EXCEPT WHERE IT AFFECTS LOT 2 WHERE IT IS UNLIMITED IN DEPTH.

LP - DENOTES LEVEL PLANE
SP - DENOTES SLOPING PLANE



LEVEL B2 & BELOW

LOTS SHOWN ARE UNLIMITED IN DEPTH BUT LIMITED IN HEIGHT TO LOTS SHOWN ON LEVEL B1 (SHEET 3)

DIAGRAM

NOT TO SCALE

NOTE:
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE WITHIN EXISTING CONCRETE SLABS

SEE SHEET 6 FOR SECTION A-A

DP1062564

Registered: 2003-02-2004

This is sheet 2 of my plan of 6 sheets
dated 25/11/03

M. S. Shaw

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 6 sheets
covered by certificate No. 0231170
of 22/08

Additional Name/Name(s) Mergers/Removals Confirmed

For use where space is insufficient in any panel on
Plan Form 3.

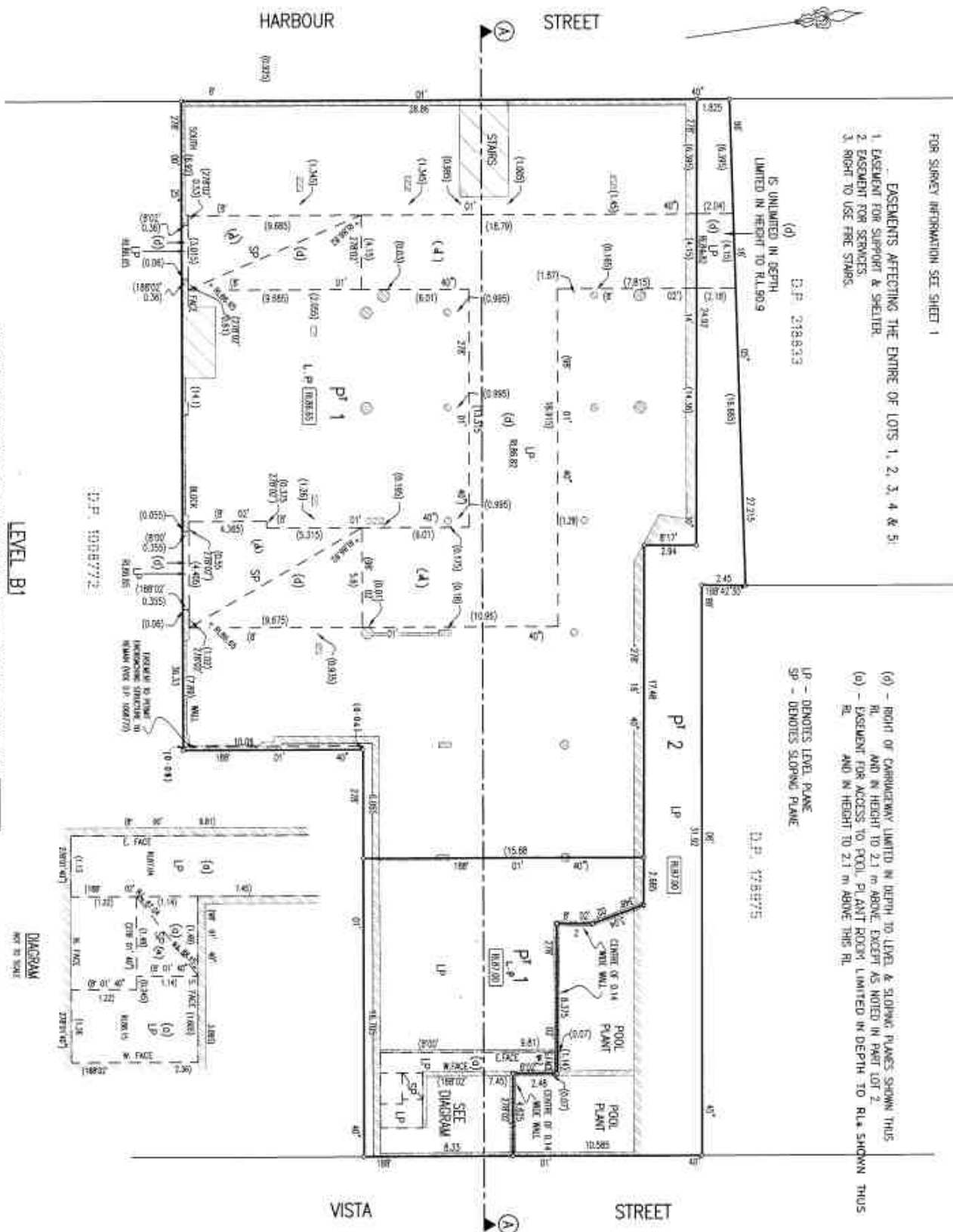
FOR SURVEY INFORMATION SEE SHEET 1

- EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:
1. EASEMENT FOR SUPPORT & SHELTER.
 2. EASEMENT FOR SERVICES.
 3. RIGHT TO USE FIRE STAIRS.

(d) L.P. 212.5.2.3
IS UNLIMITED IN DEPTH
LIMITED IN HEIGHT TO RL.90.9

- (d) - RIGHT OF CARRIAGEWAY LIMITED IN DEPTH TO LEVEL & SLOPING PLANE SHOWN THUS
RL
AND IN HEIGHT TO 2.1 m ABOVE, EXCEPT AS NOTED IN PART LOT 2.
(d) - EASEMENT FOR ACCESS TO POOL PLANT ROOM LIMITED IN DEPTH TO RL* SHOWN THUS
RL
AND IN HEIGHT TO 2.1 m ABOVE THIS RL.
- LP - DENOTES LEVEL PLANE
SP - DENOTES SLOPING PLANE

L.P. 173.5.7.5



LEVEL B1

DIAGRAM

NOT TO SCALE

SITE SHEET 6 FOR SECTION (A)-(A)

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS [Symbol] AND LIMITED IN HEIGHT TO LOTS SHOWN ON GROUND LEVEL (SHEET 4)

NOTE:
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE
WITHIN EXISTING CONCRETE SLABS.

DP1062564

Registered 03-02-2004

Not to exceed 3 of my plan is 6 sheets
dated 25/11/03

Stamp: registered under Surveyors Act 1929

This is sheet 3 of the plan of 6 sheets
prepared by submission certificate No. 03110
of 2003

Additional Stamp: Surveyor's Stamp/Professional Seal
For use where space is insufficient in any panel on
Plan Form 2

FOR SURVEY INFORMATION SEE SHEET 1

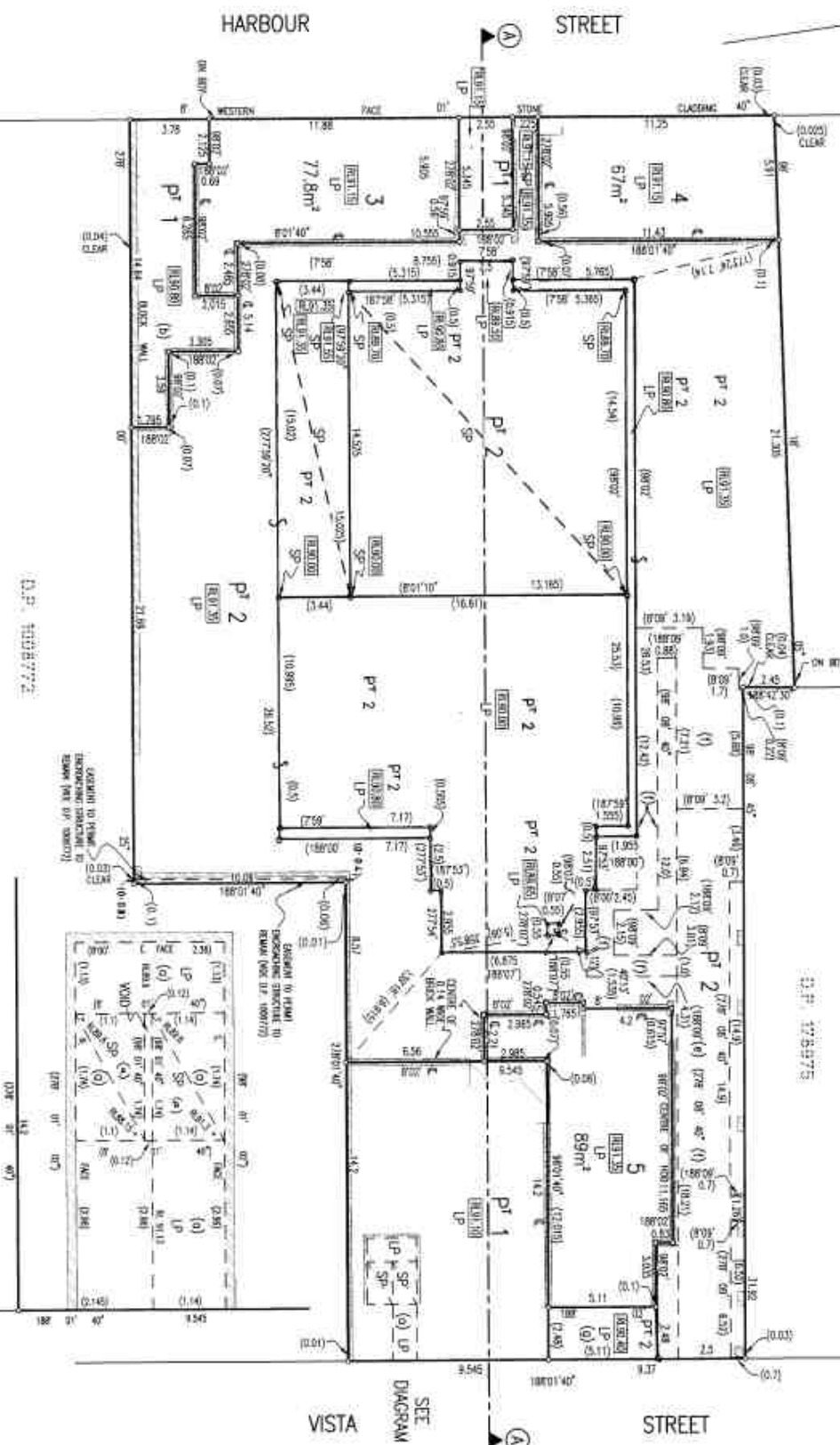
- EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:
1. EASEMENT FOR SUPPORT & SHELTER.
 2. EASEMENT FOR SERVICES.
 3. RIGHT TO USE FIRE STAIRS.

C.P. 218533

- (o) - EASEMENT FOR ACCESS TO POOL PLANT ROOM LIMITED IN DEPTH SHOWN THIS RL. AND IN HEIGHT TO RL24.00.
 (o) - RIGHT TO USE GARAGE ROOM ATTACHES PT LOT 1 ONLY.
 (e) - EASEMENT FOR EMERGENCY EGRESS LIMITED IN DEPTH TO RL21.40 AND IN HEIGHT TO RL24.00.
 (i) - EASEMENT FOR ACCESS LIMITED IN DEPTH TO RL1.40 & IN HEIGHT TO RL24.00.
 (o) - RIGHT OF ACCESS
- LP - DENOTES LEVEL PLANE
 SP - DENOTES SLOPING PLANE

TOTAL AREA LOT 2 - 1188 m²

C.P. 172575



GROUND LEVEL

DIAGRAM

① - DENOTES CENTRE LINE OF BRICK WALL
 SEE SHEET 6 FOR SECTION ① - ①

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANS SHOWN
 THIS RL. AND LIMITED IN HEIGHT TO LOTS SHOWN ON LEVEL 1 (SHEET 5)

NOTE:
 HORIZONTAL BOUNDARIES BETWEEN LOTS ARE
 WITHIN EXISTING CONCRETE SLABS

DP1062564

Registered: 01-01-2004

Day in sheet 4 of my plan in 5 sheets

dated 25/11/03

M.S. Khan

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 5 sheets
 covered by certificate No. 02110
 of 2003

Additional Name/Current Name/Residential Name

For use where space is insufficient to any extent to this form 2.

FOR SURVEY INFORMATION SEE SHEET 1

1. EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5;
2. EASEMENT FOR SUPPORT & SHELTER;
3. RIGHT TO USE FIRE STAIRS;

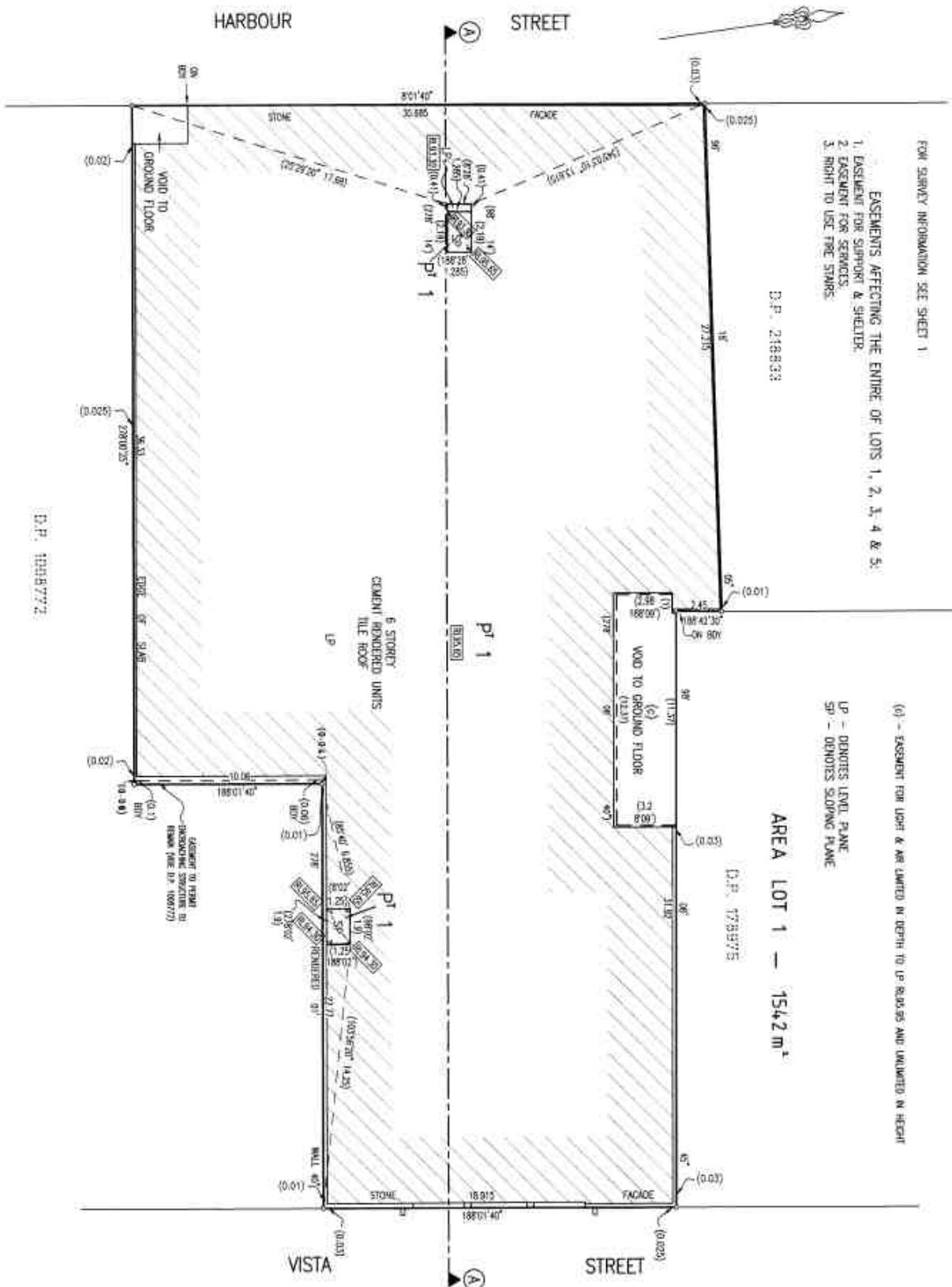
D.P. 218533

(e) - EASEMENT FOR LIGHT & AIR LIMITED IN DEPTH TO LP 85.55 AND UNLIMITED IN HEIGHT

LP - DENOTES LEVEL PLANE
SP - DENOTES SLOPING PLANE

AREA LOT 1 - 154.2 m²

D.P. 178575



SITE SHEET 6 FOR SECTION A-A

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES
SHOWN THIS [] AND ARE UNLIMITED IN HEIGHT.

LEVEL 1

D.P. 1118772

NOTE:
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE
WITHIN EXISTING CONCRETE SLABS

DP1062564

Registered: 03/02/2004

This is sheet 5 of 6 of this plan

date: 25/11/03

Survey registered under Survey Act 1959

This is sheet 5 of the plan of B. Shells
covered by subdivision certificate No. 02170
of 2003

Additional Survey/General Mapping/Assestment Certificate
For use where space is insufficient in any panel on
Plan Form 2

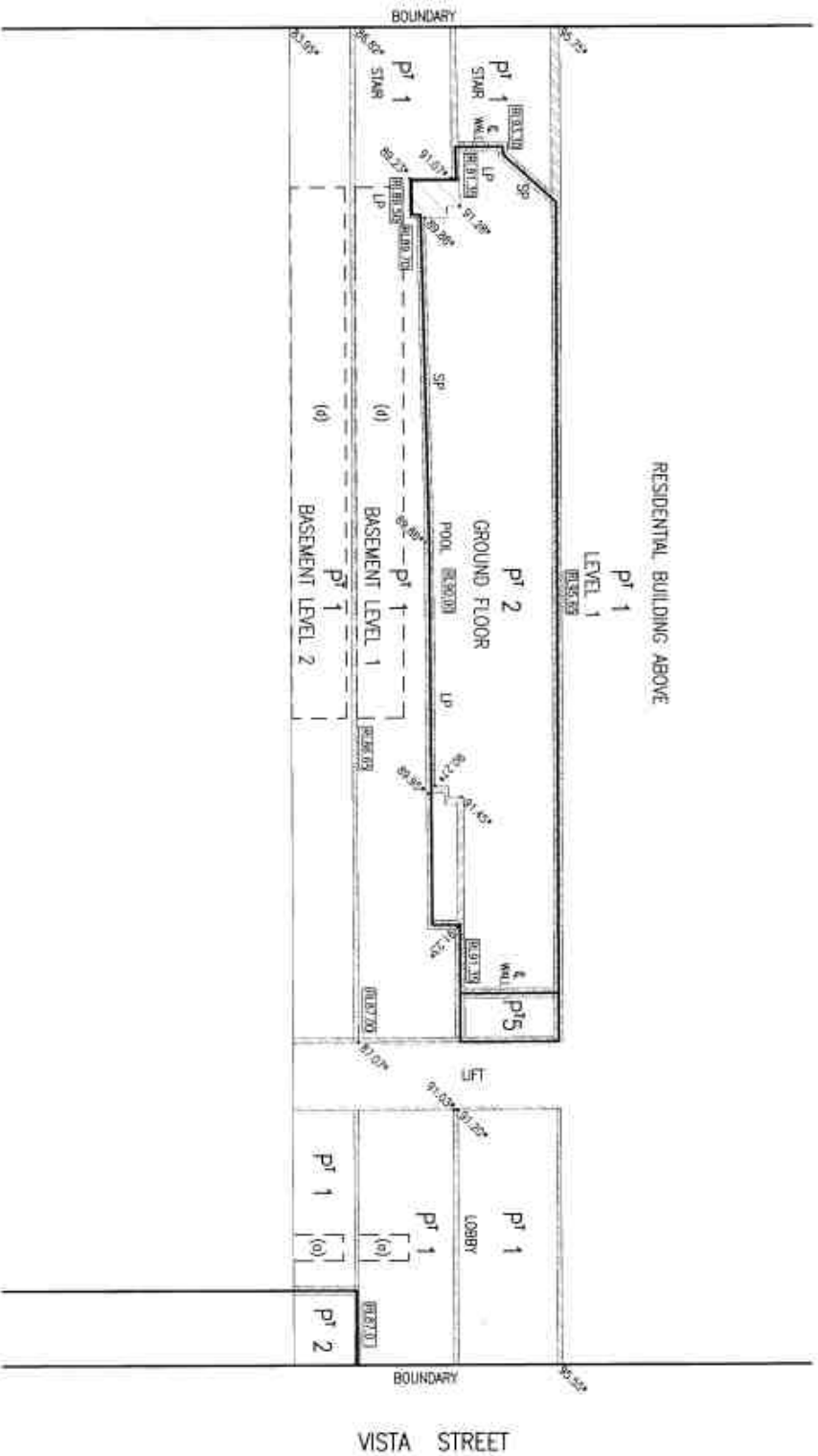
Indication scale is 1:50 (A2)

SURVEY'S REFERENCE: D01015 SUB

FOR SURVEY INFORMATION SEE SHEET 1

- EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:
1. EASEMENT FOR SUPPORT & SHELTER.
 2. EASEMENT FOR SERVICES.
 3. RIGHT TO USE FIRE STAIRS.

• INDICATES TOP & BOTTOM OF CONCRETE SLAB



SECTION A-A

SCALE 1:150 NATURAL

DP1062564

Registered: 2005

There is about 6' of my place in 6' streets
street 25/11/03 11

Signature registered under Securities Act 1933

This is sheet 6 of the plan of 6 sheets covered by subdivision certificate No. 03/10 of 2003.

For line where space is insufficient to fit word on Plan Form 2

Reduction: $\text{min} = 150 \text{ (A2)}$

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 001015 SUB

Sheet 1 of 11

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

DP1062564

Plan of Subdivision of Lots 3 DP595551, 11
 DP701088 and 1 DP127473 covered by
 Council's Certificate No

Full name and address
 of the owner of the
 land:

Okaroo Pty Limited ACN 074 202 458 of Level 2,
 21 Grosvenor Street, Neutral Bay

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Access to Pool Plant Room (a)	1	2
2	Right to Use Garbage Room (b)	1	2, 3, 4, 5
3	Easement for Light and Air (c)	1	2
4	Right of Carriageway variable width (d)	1	2, 3, 4 and lots 1-5 incl. DP218833
5	Easement for Emergency Egress (e)	2	1, 2, 3 and 4 DP919 NOW BEING VOL.15490 FOL.151
6	Easement for Support and Shelter	1 2 3 4 5	2, 3, 4, 5 1, 3, 4, 5 1, 2, 4, 5 1, 2, 3, 5 1, 2, 3, 4
7	Easement for Services	1 2 3 4 5	2, 3, 4, 5 1, 3, 4, 5 1, 2, 4, 5 1, 2, 3, 5 1, 2, 3, 4

DP1062564

Sheet 2 of 11

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
8	Right to use Fire Stairs	1 2 3 4 5	2, 3, 4, 5 1, 3, 4, 5 1, 2, 4, 5 1, 2, 3, 5 1, 2, 3, 4
9	Right of Access (f)	2	Energy Australia
10	Positive covenant pursuant to s.88E(3).	1	Mosman Council
11	Positive covenant pursuant to s.88E(3).	Lots 1 to 5 incl	Mosman Council
12	Right of Access (g)	2	5

Part 2 (Terms)

Interpretation

In this instrument, unless a contrary intention appears:

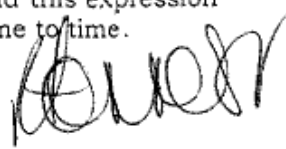
Benefited Lot includes each and every part of the Benefited Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Burdened Lot includes each and every part of the Burdened Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Benefited Owner means the owner for the time being of the Benefited Lot, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Benefited Lot and includes an Owners Corporation if the Benefited Lot is converted to strata title.

Burdened Owner means the owner for the time being of the Burdened Lot, its respective successors, transferees, assigns and any person authorised by it, any person who is entitled to an estate or interest in the Burdened Lot and includes an Owners Corporation if the Burdened Lot is converted to strata title.

Burdened Structure means the walls and slabs, floors, ceilings, pillars, beams, columns and other structures erected within that part of the Burdened Lot within the Easement Site, which structures may become common property on registration of a strata plan subdividing any Burdened Lot and this expression includes any variation or replacement of any of them from time to time.



DP1062564

Easement Site means the site of the relevant easement shown so burdened on the Plan.

Prescribed Authority means the relevant prescribed authority shown as benefited in Part 1 of this Instrument.

Owners Corporation means an owner's corporation under the Strata Schemes Management Act 1996 created on the strata subdivision of any lot.

1. Terms of Easement for Access to Pool Plant Room numbered one in the Plan:

1.1 The Benefited Owner has the full, free and unimpeded right to use the plant rooms located within the Easement Site for the purpose of use of and access to and from the pool plant room for the purpose of renewing, repairing, replacing or maintaining any plant or equipment located or to be located within the room which services the Benefited Lot at all times subject to the following conditions.

1.2 The Burdened Owner may:

- (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by the Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
- (b) temporarily suspend the use of the pool plant room, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.

1.3 Before exercising rights under **clause 1.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to use of the pool plant room and act reasonably in suspending access to and use of that room.

1.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.



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2. Terms of Right to Use Garbage Room numbered two in the Plan:

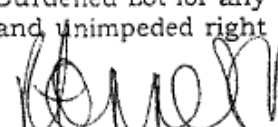
- 2.1 The Benefited Owner has the full, free and unimpeded right to use the garbage room located within the Easement Site for the purpose of access to and from the garbage room for the purpose of transporting and storing garbage, trade waste (as permitted by law), recyclable materials and other refuse at all times subject to the following conditions.
- 2.2 The Burdened Owner may:
 - (a) impose reasonable security measures and requirements and operating controls and procedures to be observed by Benefited Owner and its servants, agents, employees, contractors and subcontractors to ensure the safety and security of the Burdened Lot; and
 - (b) temporarily suspend the use of the garbage room, for the time and to the extent necessary, but only on reasonable grounds including, without limitation, reasons of security, safety and maintenance.
- 2.3 Before exercising rights under **clause 2.2**, the Burdened Owner must, except in an emergency give reasonable notice to the Benefited Owner of its intention to suspend access to use of the garbage room and act reasonably in suspending access to and use of the garbage room.
- 2.4 If any person exercises or purports to exercise the rights granted by this easement by doing so:
 - (a) the person enters on the Burdened Lot at that persons own risk;
 - (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
 - (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot.

3. Terms of Easement for Light and Air numbered three in the Plan:

Reserving to the Burdened Owner the right to use the Easement Site for any purpose not inconsistent with this easement an easement for the free and interrupted access of light and air through the airspace of the Easement Site in favour of any building erected or to be erected on the Benefited Lot.

4. Terms of Right of Carriageway numbered four in the Plan:

- 4.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement full, free and unimpeded right



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for the Benefited Owner and persons authorised by it to go, pass and repossess at all times over the Easement Site for the purpose only of access to and from the Benefited Lot but subject to the following condition.

4.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) the person enters on the Burdened Lot at that persons own risk;
- (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;

except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

5. Terms of Easement for emergency egress numbered five in the Plan:

5.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, the Benefited Owner and persons authorised by it has full, free and unimpeded right to enter, pass and repossess at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the Easement Site for the purpose of evacuation in the event of fire or other emergency situations and for the purpose of conducting emergency drill exercises.

5.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:

- (a) The person enters on the Burdened Lot at that persons own risk;
- (b) The Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
- (c) The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;



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except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents, contractors or subcontractors.

6. Terms of Easement for Support and Shelter numbered six in the Plan:

6.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, an Easement for Support and Shelter over the Easement Site, to permit and suffer the building and other improvements situated on the Benefited Lot

- (a) to permit and suffer the building and other improvements situated on the Benefited Lot to be supported vertically and horizontally by the soil of the Burdened Lot and by all Burdened Structures standing for the time being in, on or above or across the soil of the Burdened Lot or any part of it that is capable of giving support to the Benefited Lot; and
- (b) to give shelter to the building and other improvements situated on the Benefited Lot and any part of it which is capable of taking shelter from the Burdened Structure,

subject to the following conditions.

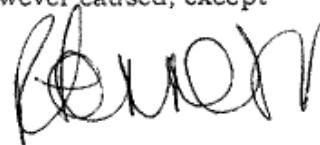
6.2 The Benefited Owner has the right to enter on the Burdened Lot and also to remain there for the reasonable time necessary (with any tools, implements and machinery scaffolding or other materials necessary) for the purpose of installing, inspecting, cleaning, repairing, maintaining or renewing or making good any part of the Burdened Structure which are located on the Burdened Lot (**Works**).

6.3 Except in the case of emergency, the Benefited Owner must not enter on the Burdened Lot without first giving the Burdened Owner at least 14 days written notice of the intention to enter and carry out the Works permitted by this easement and, also in that notice, give the Burdened Owner a general indication of the nature and extent of the Works intended to be undertaken.

6.4 The Benefited Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of the Improvements and is responsible for and must punctually pay for the cost of the Works.

6.5 When exercising this right the Benefited Owner:

- (a) must take all reasonable precautions to ensure as little disturbance as possible to the Burdened Lot and will restore the Burdened Lot as nearly as practicable to its original condition and make good any collateral damage, both at its own cost; and
- (b) enters the Burdened Lot s at his or her own risk and releases the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors from all actions or claims of whatever nature (including death or personal injury) and however caused, except



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to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

- 6.6 The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's employees, servants or agents contractors or subcontractors from and against all claims and actions of whatever nature arising from:

- (a) any Works;
- (b) the exercise or purported exercise of any rights granted by this easement; and
- (c) any act or omission by the Benefited Owner and that owner's employees, servants or agents contractors or subcontractors or licensees

except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

The parties authorised to vary release or modify

The Benefited Owner and the Burdened Owner, acting jointly.

7. Terms of Easement for Services numbered seven in the Plan:

- 7.1 Full, free and unimpeded right for the Benefited Owner to have within the Easement Site uninterrupted passage across and through the Easement Site of any existing service and the right to use services and to install new or replacement services reasonably necessary for the use and enjoyment of the Benefited Lot in reasonable places within the Easement Site, including, without limitation, electricity, gas, water, telephone, sewerage, drainage, garbage, air, television, radio and electronic signals, fire alarm systems, security systems, mechanical and air conditioning systems and other communication facility and do anything reasonably necessary for that purpose including:

- (a) enter the Burdened Lot with or without equipment and vehicles; and
- (b) carry out work on the Easement Site including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.

- 7.2 For the avoidance of doubt, this easement is not limited to the services installed within the Easement Site at the date of registration of the Plan. Additional services are intended to and may be added or installed within the Easement Site or connected to any existing pipes or conduits during any construction, renovation, refurbishment or fitting out of any structure or replacement structure on any Benefited Lot.



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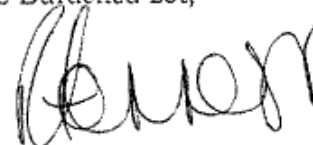
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8. Terms of Right to Use Fire Stairs numbered eight in the Plan:

- 8.1 The Benefited Owner has full, free and unimpeded right to enter, pass and repass at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the Burdened Lot for the purpose of evacuation in the event of fire or other emergency situations and for the purpose of conducting emergency drill exercises.
- 8.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:
- (a) the person enters on the Burdened Lot at that persons own risk;
 - (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors;
 - (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

9. Terms of Right of Access numbered nine in the Plan:

- 9.1 Full, free and unimpeded right for the Prescribed Authority and persons authorised by it to use the Easement Site for the purpose only of access across the Easement Site at all times for the purposes of carrying out maintenance works and repairs to the electricity substation located within the Easement Site, subject to the conditions set out in **clause 9.2**.
- 9.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance
- 9.3 If any person exercises or purports to exercise the rights granted by this easement by doing so:
- (a) The person enters on the Burdened Lot at that persons own risk;
 - (b) The Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;



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- (c) The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;

except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

10. Terms of Positive Covenant numbered ten in the Plan:

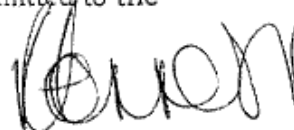
- 10.1 In this positive covenant **detention system** means the detention system approved by the Prescribed Authority pursuant to development consent no 8.2001.23.1 and marked on the plan.
- 10.2 The Burdened Owner will at its own expense well and sufficiently maintain and keep in good and substantial repair and working order any detention system which exists from time to time on the Burdened Lot.
- 10.3 The Burdened Owner must not remove the detention system without the prior consent of the Prescribed Authority.
- 10.4 The Burdened Owner hereby agrees to indemnify the Prescribed Authority from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation damages, costs and expenses which the Prescribed Authority or any other person may suffer or incur as a result of any malfunction or non-operation of any such detention system arising from any failure of the Burdened Owner to comply with the terms of this positive covenant.

The parties authorised to vary release or modify

Mosman Council

11. Terms of positive covenant numbered eleven in the Plan:

- 11.1 The Burdened Owner must at all times maintain within the Burdened Lot those structures which support the adjoining public roadways, namely Vista and Harbour Streets, Mosman in accordance with the plans and specifications approved by the Prescribed Authority pursuant to development consent no 8.2001.23.1 granted by the Prescribed Authority and any subsequent construction certificate (the **construction certificate**) granted by the Prescribed Authority unless an alternative method of support is approved by the Prescribed Authority.
- 11.2 During the course of excavation and construction on the Burdened Lot pursuant to the construction certificate the Burdened Owner must ensure that Vista and Harbour Streets are supported to the satisfaction of the Prescribed Authority. Details of such support must be submitted to the



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Prescribed Authority and approved prior to the commencement of excavation.

- 11.3 All costs of compliance with this positive covenant must be borne by the Burdened Owners and the owners of Lots 1, 2, 3 and 4 must grant all necessary access through their lots to enable such compliance. While either of Lots 2 or 5 is owned by Mosman Council, the Council is not required to contribute to the costs of compliance with this positive covenant and the costs of compliance must be shared between the remaining Burdened Owners.

The parties authorised to vary release or modify

Mosman Council

12. Terms of Right of Access numbered twelve in the Plan:

- 12.1 Full, free and unimpeded right for the Prescribed Authority and persons authorised by it to use the Easement Site for the purpose only of access across the Easement Site to and from the Benefited Lot at all times, subject to the conditions set out in **clause 12.2**.
- 12.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance
- 12.3 If any person exercises or purports to exercise the rights granted by this easement by doing so:
- (a) The person enters on the Burdened Lot at that persons own risk;
 - (b) The Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
 - (c) The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;

except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.



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~~THE COMMON SEAL of OKAROO
PTY LIMITED was affixed in the
presence of:~~

~~Secretary/Director~~

~~Please print~~

~~OKAROO~~ OKAROO Pty. Ltd.
by its Attorney ROSLYN FORREST
pursuant to Power of Attorney register Book 4132
No. 708 and I have no notice of the revocation of
the said Power of Attorney.

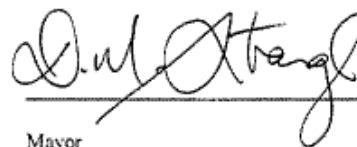
in the presence of:


~~Director~~
NICHOLAS JOHN CROSS OF LEVEL 13
77 CASTLEREAGH ST., SYDNEY

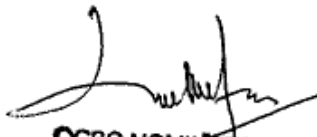

Please print (SOLICITOR)

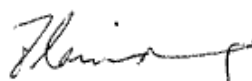
The common seal of Mosman Municipal Council

was affixed under a resolution passed by council
on 14 June 2001
in the presence of:


Mayor


General Manager RIVIAN MAY

 
OCBC NOMINEES (AUSTRALIA) PTY. LIMITED
(A.C.N. 006 610 055) by its Attorneys who
declare that they have no notice of revocation
of the Power of Attorney under which this
document is signed. Register Book 4143 No. 716


ELAINE CHONG
Level 2, 77 Castlereagh St
Sydney NSW 2000

REGISTERED  03-02-2004

RP 13A



78 JUL 12 AM



NEW SOUTH WALES

Q784278

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

B	a	x
s	21	

This form is for use when the title of a transfer is a mortgage.

Transferring and receiving parties should be named in full and in accordance with the provisions of the Real Property Act, 1900. No alterations should be made to the form after it has been completed. The name of the transferee should be written in full in the margin of the form.

(a) Full name, address and occupation of transferee.

THE COUNCIL OF THE MUNICIPALITY OF MOSMAN

hereinafter referred to as the TRANSFEROR

(b) If a less estate exists out of the estate and not appropriate estate.

being registered proprietor of an estate in fee simple^(a)

In the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice, if an encumbrance is not registered, particular attention for identification must be made.

(a) Reservations and conditions, if any, in Crown Grant.
 Easement for over hanging eaves, gutters and service pipes created on Registration of deposited plan No.595551

In consideration of ONE HUNDRED THOUSAND DOLLARS

(\$ 100,000.00)

(d) Insert appropriate words, if correct, this may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by (b) David George Harris, George Harris and Mark Leicester Chittick

hereby transfers to

(e) Full name, address and occupation of transferee, if more than one transferee state whether joint tenants or tenants in common. Certain conditions stated herein in common will be presumed to exist in regard thereto.

(a) DAVID GEORGE HARRIS of 490 Old Northern Road, Dural, Company Director as to 38 undivided 100th shares
 GEORGE HARRIS of 17 Taunton Street, Pymble, Company Director, as to 38 undivided 100th shares and
 MARK LEICESTER CHITTICK of 73 Benelong Road, Crows Nest, Company Director as to 24 undivided 100th shares, all as tenants in common

hereinafter referred to as the TRANSFEREE

an estate in fee simple^(a)

In the land described in the following schedule

(f) Insert lot and plan number, volume, folio and 377A Local Government Act, 1993.

Reference to title		Whole or Part	Description of land if part only ^(a)	County	Parish
Volume	Folio				
12272	150	Part	Lot 2 in Deposited Plan No.595551	Cumberland	Willoughby
13633	98	WHOLE			

W 1100

RT 457-6

RULE UP ALL BLANKS

AND the Transferees for themselves jointly and for their respective SUCCESSORS and assigns including purchasers on sale hereby covenant with the transferor that for the benefit of any adjoining land owned by the Council of the Municipality of Mosman its successors and assigns other than purchasers on sale, no fence will be erected on the land hereby burdened to divide the same from such adjoining land without the consent of the Council of the Municipality of Mosman but such consent shall not be withheld if such fence is erected without expense to the Council of the Municipality of Mosman and in favour of any person dealing with the registered proprietor of any lot referred to herein such consent shall be deemed to have been given in respect of every such fence for the time being erected.

The benefit of the foregoing covenant shall be appurtenant to the land in the said Deposited Plan and each and every lot therein other than the lot hereby transferred.

The burden of the foregoing covenant is upon the land hereby transferred. The said covenant may from time to time be released varied or modified by the Council of the Municipality of Mosman.

46) Here insert any covenants, conditions, restrictions or limitations intended to be included. Covenants, conditions, restrictions, etc., shall be given in conformity with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional words of the same tenor and effect may be added on a separate sheet of paper. A final margin of 15 mm shall be preserved. Each additional sheet must be signed by the parties and the attending solicitor.

Dated at SYDNEY NSW this 27th day of June 1978

Particulars of execution
 of this instrument are
 as follows:—
 (1) The instrument is
 a conveyance of land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (2) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (3) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (4) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (5) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (6) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (7) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (8) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (9) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.
 (10) The instrument is
 a mortgage of the land
 situate in the County of
 Cumberland, in the State
 of New South Wales, and
 is a mortgage of the land
 to the Commonwealth of
 Australia, for the purpose
 of securing the payment
 of a loan of money made
 by the Commonwealth of
 Australia to the mortgagor.

Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL OF THE COUNCIL OF THE MUNICIPALITY OF MOSMAN WAS HEREON AFFIXED
Signature of witness
JUNE 1978 pursuant to a resolution passed the 22nd day of JUNE 1978 in the presence of:
Name of witness (BLOCK LETTERS)
197
Qualification of witness

Transferee
M. D. Hume
Mayor

Signature of witness
T. P. P. P. P.
Town Clerk

Accepted and certified correct for the purposes of the Real Property Act, 1900,

DAVID GEORGE HARRIS
 Signed in my presence by the transferee who is personally known to me
Signature of witness
W. O. Rourke
Name of witness (BLOCK LETTERS)
60 MARTIN PLACE
Address of witness

D. G. Harris
Transferee

Signed in my presence by the transferee GEORGE HARRIS who is personally known to me
Signature of witness
W. O. Rourke
Name of witness (BLOCK LETTERS)
60 MARTIN PLACE
Address of witness

Geo Harris
Transferee

Signed in my presence by the transferee MARK LEICESTER CHITTICK who is personally known to me
Signature of witness
W. O. Rourke
Name of witness (BLOCK LETTERS)
60 MARTIN PLACE
Address of witness

M. Leicester Chittick
Transferee

DT 2572 W 116 D, WOLF, HAROLD ALBERT 1924



Y SOUTH WALES

REAL PROPERTY ACT, 1900

RECORDED
25 AUG 1978


Q 7 8 7 3 3 6 4

OWNERS ALSO COULD

B 第 - 7
5 21



Now being with land comprised in

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<p>TRANSFER</p> <p style="text-align: center;"><i>Subject to Covenant.</i></p> <p>Checked _____</p> <p>Passed _____</p> <p>Signed _____</p> <p style="text-align: center;">REGISTERED</p> <p style="text-align: center;"><u>1-11-1978</u></p> <p style="text-align: center;"></p> <p style="text-align: center;">Registrar General</p>		<p>Lodged by _____</p> <p>Address: _____</p> <p>Phone No.: _____</p> <p>Documents lodged herewith</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>Received Documents _____</p> <p>Receiving Clerk _____</p> <p>AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾</p> <p>Authority is hereby given for the use of _____</p> <p>_____ lodged</p> <p style="text-align: center;"><i>(insert reference to certificate, grant or dealings)</i></p> <p>In connection with _____ for the</p> <p style="text-align: center;"><i>(insert number of plan or dealing)</i></p> <p>registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</p> <p style="text-align: center;"><i>(To be signed at the time of executing the within dealing)</i></p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____</p> <p>Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____</p> <p>the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p> <p>CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾</p> <p>I certify that _____</p> <p>the attesting witness to this dealing, appeared before me at _____</p> <p>the _____ day of _____ 19 _____</p> <p>and declared that he personally knew _____</p> <p>_____</p> <p>the person signing the same, and whose signature thereto he has attested, and that the same purporting to be such signature of the said _____</p> <p>_____</p> <p>is his own handwriting and that he was at sound mind and freely and voluntarily signed the same.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>	

(1) Before the instrument of title has been lodged by the person lodging the dealing, or he has been delivered thereto previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate at this point.

(2) Not required where dealing entered in "miscellaneous" with a (p) or other name to be signed by one of the persons referred to in (a).

"A"

This is the annexure marked "A" to Memorandum of Transfer made between
The Council of The Municipality of Mosman (Transferor) and Cresceremo
Pty. Limited (Transferee) dated *the 2nd day of June* 1978.

The Transferee for itself its successors and assigns including purchasers
on sale hereby covenants with the Transferor that for the benefit of any
adjoining land owned by the Transferor its successors and assigns other
than purchasers on sale that no fence will be erected on the land hereby
burdened to divide the same from such adjoining land without the consent
of the Transferor but such consent shall not be withheld if such fence is
erected without expense to the Transferor and in favour of any person
dealing with the registered proprietor of any lot referred to herein such
consent shall be deemed to have been given in respect of every such fence
for the time being erected. The benefit of the foregoing covenant shall
be appurtenant to the land in Deposited Plan 595551 and each and every lot
therein other than the land hereby transferred. The burden of the fore-
going covenant is upon the Land hereby transferred. The foregoing covenant
~~may be released varied or modified by~~ The Council of The Municipality of
Mosman.

THE COMMON SEAL of THE COUNCIL
OF THE MUNICIPALITY OF MOSMAN
was hereto affixed on the 2nd
day of *JUNE* 1978 pursuant
to a resolution of the said
Council passed at a duly consti-
tuted meeting held at the Town
Hall Mosman

M. O'Leary
.....
Mayor

L. G. Parn
.....
Town Clerk

THE COMMON SEAL of CRESCEREMO
PTY. LIMITED was hereunto
affixed by the authority of
the Board of Directors in the
presence of



R. F. Wade
.....
Director

A. Wade
.....
Secretary

PLAN FORM 2

SIGNATURE AND SEALS ONLY

BY
C.A.H. 10/24/97
DEPUTY M. 887
Charles
MILLER M.E.



10/24/97
C.A.H.

CROWN LANDS OFFICE APPROVAL

LAND BOUNDARY

PLAN NO.

DATE

FILE NO.

DATE

FILE NO.

DATE

FILE NO.

DATE

FILE NO.

DATE

FILE NO.

DATE

FILE NO.

DATE

Plan Drawing only to appear in this space

EASEMENTS

1. RIGHT OF WAY & WIDE (A)
2. RIGHT OF CARRIAGEWAY VARIATION (B)
3. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (C)
4. RIGHT TO USE FIRE STAIRS AFFECTING THE WHOLE OF LOTS 101 AND 102
5. POSITIVE COVENANT (D) - SEE SHEET 3

SEE SHEET 3

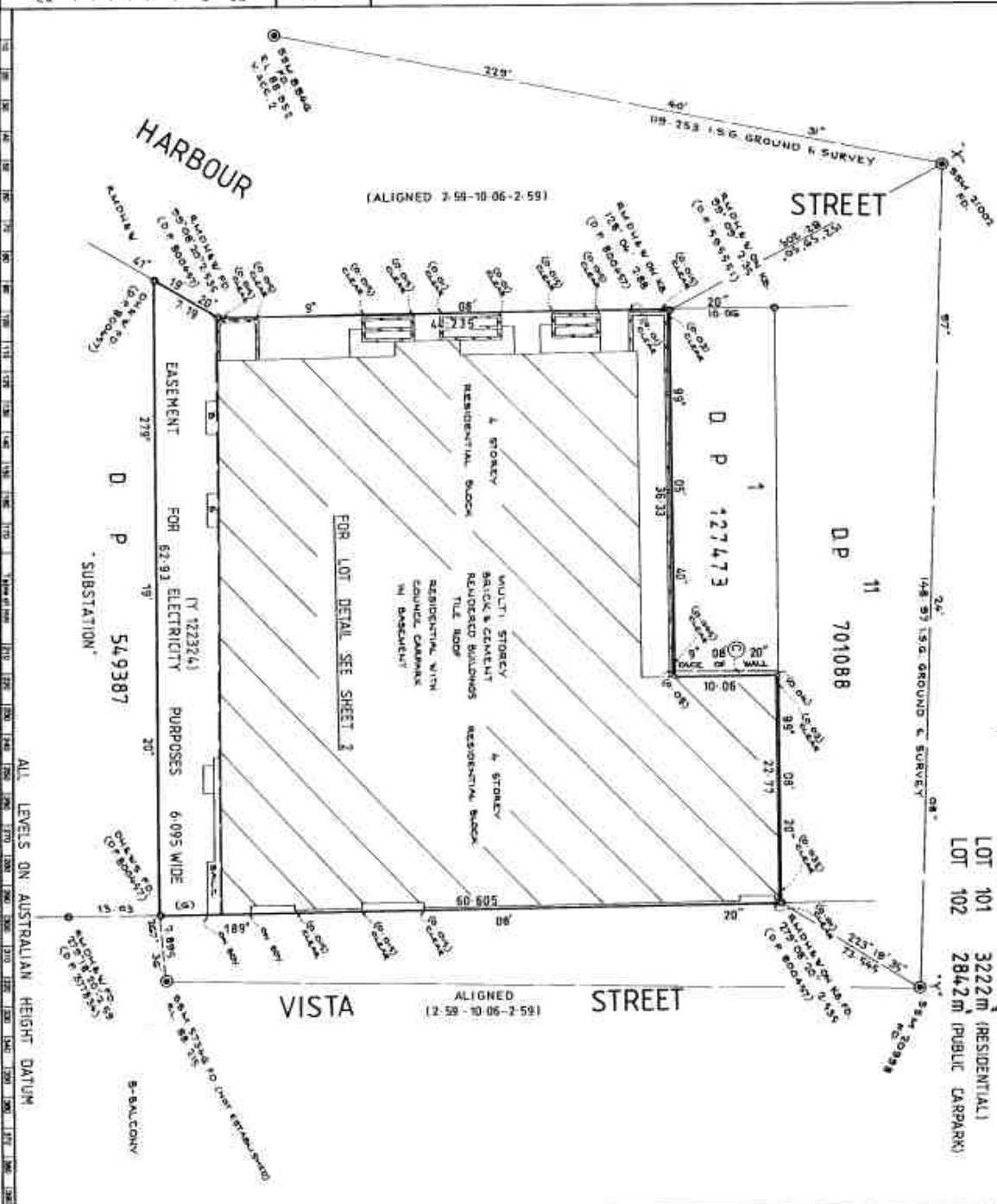


SURVEY PRACTICE REGULATION 1996 CLAUSE 32(2)				
MARK	S/L	I.S.G. CO-ORDINATES		ACC.
		EASTING	NORTHING	ZONE
55W 884C	88 951	320572.889	125790.536	14G/1
55W 21002	32004.911	1255818.102	156/1	2
55W 20998	321291.631	1255788.916	156/1	2

SOURCE: I.S.G. CO-ORDINATES ADAPTED FROM DEPT OF CULT 14/10/95 CONVERSION SCALE: METRE 0.000004

AREAS

LOT 101 3222m² (RESIDENTIAL)
LOT 102 2842m² (PUBLIC CARPARK)



DP1008772

Register: 13.1.2000 (a)
C.A. No 9917 of 17.12.1999

Title: TORENS

Purpose: SUBDIVISION

Use: U1892 - 992

Lot Plan: DP800457

PLAN OF SUBDIVISION OF LOT 10 DP800457

Lengths are in metres. Reduction Ratio: 1:300

LGA: MOSMAN
Locality: MOSMAN
Branch: WILLOUGHBY
County: CUMBERLAND

This is Sheet 1 of my plan in 2

(Drawn to scale)

Surveyor (Professional Regulation 1996)

MARK JOHN ANDREW

of DENNY LINER & CO. 25 EVEL STREET

2 BATTERY ROAD, SYDNEY NSW 1500

My licence number is 1710/95

The survey relates to LOTS 101 & 102

My plan is for the purpose of

Subdividing the land

into lots

for the purpose of

residential development

as shown on the plan

attached hereto

and I declare that the

information given to me

by the owner is true and

correct

and I am not aware of any

fraud or other illegal

conduct in connection

with this survey

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D. P. 701088

FOR SURVEY INFORMATION SEE SHEET 1
FOR LOCATION OF EASEMENTS SEE SHEET 3

* DENOTES FACE OF WALL

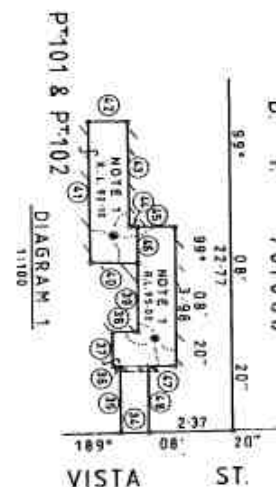


DIAGRAM 1
1:100

D. P. 701088

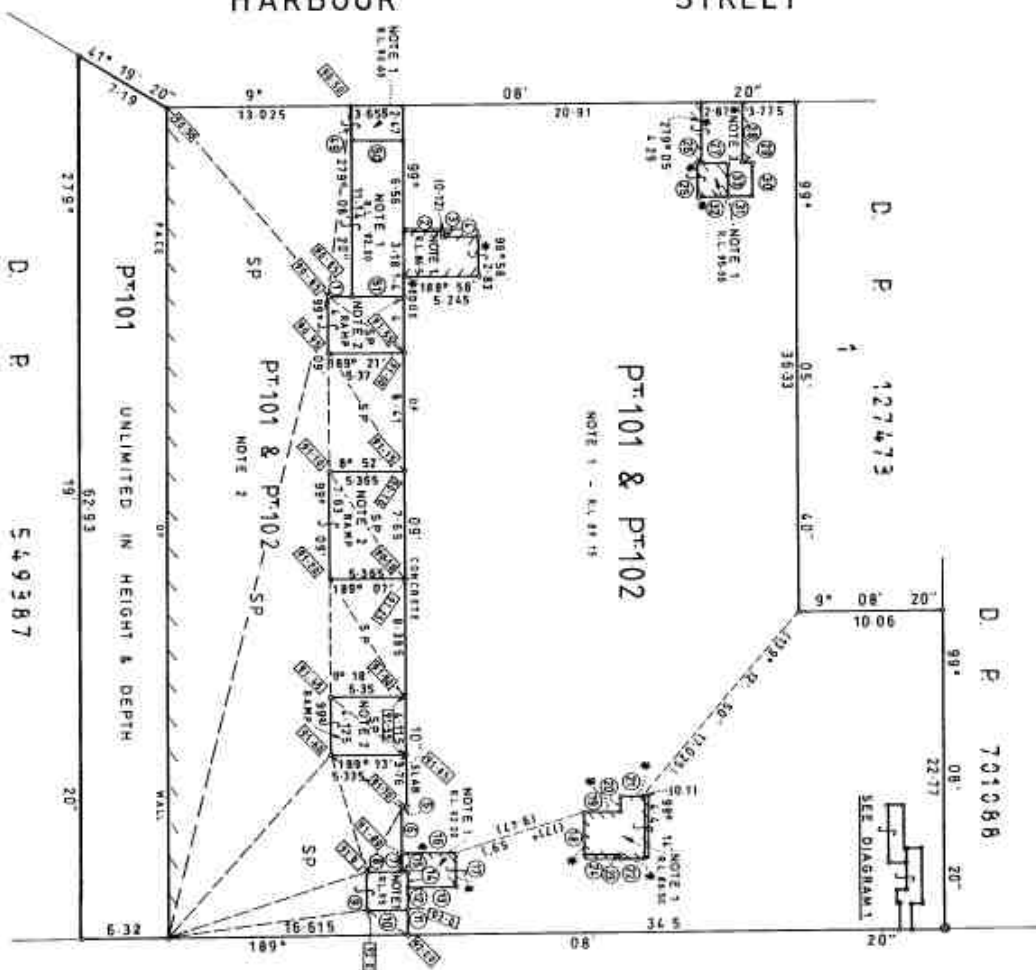
127.473

PT101 & PT102

NOTE 1 - R.L. 89.15

HARBOUR STREET

STREET



STREET

VISTA

NOTES

- NOTE 1-PART LOT 101 IS UNLIMITED IN HEIGHT BUT IS LIMITED IN DEPTH TO THE LEVEL PLANE SHOWN THUS R.L. 89.15.
- NOTE 2-PART LOT 102 IS UNLIMITED IN DEPTH BUT IS LIMITED IN HEIGHT TO THE LEVEL PLANE SHOWN THUS R.L. 89.15.
- NOTE 3-PART LOT 101 IS UNLIMITED IN HEIGHT BUT IS LIMITED IN DEPTH BY THE STOPPING PLANE SHOWN BY R.L. 89.15.
- NOTE 4-PART LOT 102 IS UNLIMITED IN DEPTH BUT IS LIMITED IN HEIGHT BY THE STOPPING PLANE SHOWN BY R.L. 89.15.
- NOTE 5-PART LOT 101 IS UNLIMITED IN HEIGHT BUT IS LIMITED IN DEPTH BY THE STRUTUM BETWEEN THE LEVEL PLANES R.L. 89.15 & R.L. 89.00.
- NOTE 6-PART LOT 102 IS UNLIMITED IN DEPTH BUT IS LIMITED IN HEIGHT TO THE LEVEL PLANE R.L. 89.15. IT IS ALSO LIMITED TO THE STRUTUM BETWEEN THE LEVEL PLANES R.L. 89.15 & R.L. 89.00.

SP-DENOTES REGULAR SLOPING PLANE
HORIZONTAL BOUNDARIES ARE WHOLLY WITHIN THE FLOOR SLABS

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE	N°	BEARING	DISTANCE
1	9° 21'	1.72	21	9° 05'	1.615
2	8° 58'	2.65	22	99° 05'	6.29
3	99° 02'	0.35	23	9° 05'	0.535
4	8° 58'	2.565	24	99° 05'	2.38
5	188° 17'	0.4	25	188° 05'	1.68
6	99° 05'	3.28	26	188° 05'	2.38
7	99° 05'	1.37	27	99° 05'	2.38
8	9° 21'	2.5	28	188° 08' 20"	0.8
9	219° 21'	2.72	29	219° 08'	1.89
10	188° 21'	2.8	30	188° 08'	0.2
11	99° 21'	1.84	31	219° 08'	0.84
12	99° 21'	1.61	32	9° 08'	0.27
13	188° 08'	3.405	33	219° 08'	1.98
14	219° 21'	1.115	34	188° 08'	1.32
15	188° 21'	0.4	35	219° 08'	1.02
16	9° 21'	3.15	36	7° 02'	1.01
17	99° 08'	2.41	37	99° 08'	3.02
18	219° 14'	3	38	219° 14'	0.21
19	9° 14'	2.94	39	9° 08'	1.08
20	219° 14'	1.1	40	9° 08'	1.01
21	9° 14'	1.615	41	188° 08'	0.78
22	188° 14'	1.615	42	188° 08'	1.89
23	219° 14'	0.1	43	219° 08' 20"	2.45
24	188° 14'	2.54	44	9° 15'	2.855
25	219° 05'	2.38	45	188° 21'	2.85
26	9° 05'	0.265			

DP1008772

Registered

This is a plan of 2 or more lots in 3 sheets
dated 17/10/05

M. S. S. S. S. S.

Surveyor registered under the Survey Act 1978

This is a plan of 2 or more lots in 3 sheets
dated 17/10/05

Address: The Registrar-General, Wellington

For use where there is no other way of showing the lot

M. S. S. S. S.

Book 478 No 83

DP1008772

This is a small 2nd story place in a small town
17110/55

M. S. Jackson

© 2004 The Authors
Journal compilation © 2004 Blackwell Publishing Ltd

The above 3 are the only 3
 covered by Robinson's carbon fix.
 17 | 12 | 15

Authorised Person/Personnel Only

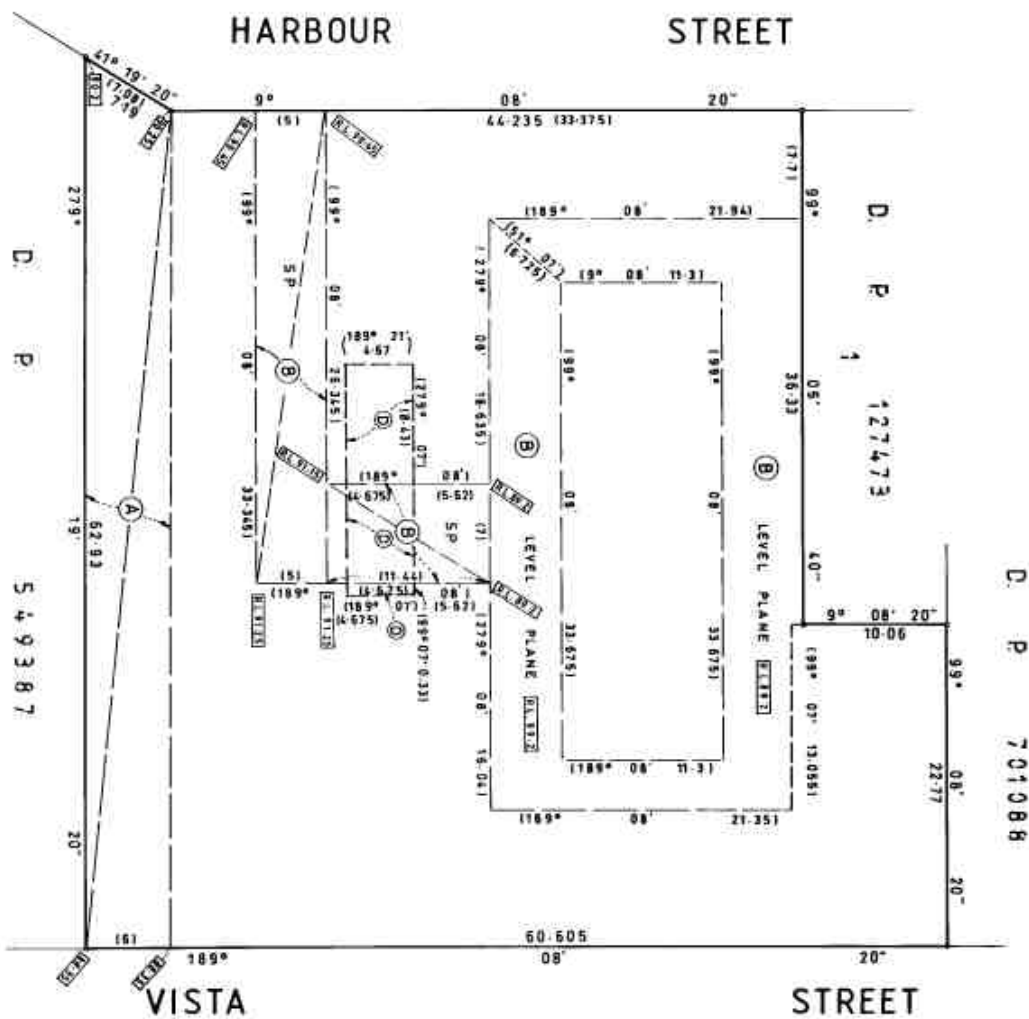
Form 3

[Handwritten signature]

Michael
Muller

Production Number: 250

9 61211 SUB



- (A) - RIGHT OF WAY 8 WIDE - LIMITED IN DEPTH TO THE SLOPING PLANE SHOWN THEREIN. A LIMITED IN HEIGHT TO 2.8 METRES ABOVE THIS PLANE (WHOLLY WITHIN LOT 101.)
- (B) - RIGHT OF CARRIAGEWAY 4.6 WIDE - LIMITED IN DEPTH TO THE LEVEL A SLOPED IN PLANES TO WHICH THE LEVEL A LIMITED IN HEIGHT TO 2.8 METRES ABOVE EACH PLANE (WHOLLY WITHIN LOT 101)
- SP-DENOTES SLOPING PLANE.
- (C) - POSITIVE COVENANT - LIMITED IN HEIGHT A DEPTH TO THE STRATUM BETWEEN THE LEVEL PLANES RL.95500 & RL.95300

1100 1100

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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 CONVEYANCING ACT, 1919**

(Sheet 1 of 5 Sheets)

DP1008772

Subdivision of Lot 10 in Deposited Plan No. 800457.
Certified by Council Clerk's Certificate No 99/17

**Full name and address of
proprietor of the land:**

LKT (Properties) Pty Limited
ACN 070 425 544
Level 26, 100 Miller Street
NORTH SYDNEY NSW 2060

PART 1

1. **Identity of easement
to be created firstly referred
to in the Plan**

Right of Way 6 wide.

Schedule of Lots affected

Lots Burdened
Lot 101

Prescribed Authority benefited
Mosman Council

2. **Identity of easement
to be created secondly referred
to in the Plan**

Right of Carriageway variable width

Schedule of Lots affected

Lots Burdened
Lot 101

Land benefited
Lot 1 DP127473

3. **Identity of easement
to be created thirdly referred
to in the Plan**

Easement to permit encroaching structure to
remain

Schedule of Lots affected

Lots Burdened
Lot 1 DP127473

Land benefited
Lots 101 and 102



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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 CONVEYANCING ACT, 1919**

(Sheet 2 of 5 Sheets)

DP1008772

Subdivision of Lot 40 in Deposited Plan No. 800457
Certified by Council Clerk's Certificate No 99/17

4. **Identity of easement
to be created fourthly referred
to in the Plan**

Right to use fire stairs

Schedule of Lots affected

Lots Burdened

Lot 101

Lot 102

Land benefited

Lot 102

Lot 101

5. **Identity of positive covenant
to be created fifthly referred
to in the Plan**

Positive covenant pursuant to s.88E(3).

Schedule of Lots affected

Lots Burdened

Lot 101

Prescribed Authority benefited

Mosman Council

6. **Identity of positive covenant
to be created sixthly referred
to in the Plan**

Positive covenant pursuant to s.88E(3).

Schedule of Lots affected

Lots Burdened

Lot 101

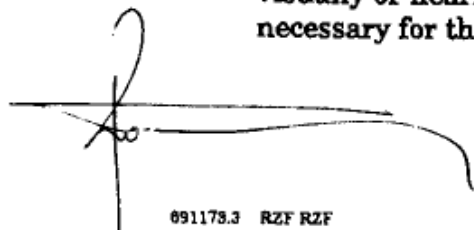
Prescribed Authority benefited

Mosman Council

PART 2

1. **Terms of Right of Way firstly referred to in the Plan:**

- 1.1 Full, free and unimpeded right for the Authority Benefited and for all persons authorised by the Authority Benefited (including, without limitation, members of the public) to go, pass and repass over that part of the Lot Burdened at all times of the day and night on foot, with bicycles (wheeled not ridden) or using wheelchairs or other disabled access aids but otherwise without vehicles and without animals (other than guide dogs assisting visually or hearing impaired persons) and to do anything reasonably necessary for that purpose.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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 CONVEYANCING ACT, 1919**

(Sheet 3 of 5 Sheets)

DP1008772

Subdivision of Lot 10 in Deposited Plan No. 800457
Certified by Council Clerk's Certificate No 79/17

- 1.2 The Registered Proprietor must not erect or permit to remain erected any gate, fence or barrier of any kind along any part of or at either end of the part of the Lot Burdened with this easement.

Name of person empowered to release, vary or modify positive covenant firstly referred to in the Plan:

Mosman Council

2. [statutory definition applies].
3. [statutory definition applies].

4. **Terms of Right of to use fire stairs fourthly referred to in the Plan:**

Full, free and unimpeded right for any person who is at any time entitled to an estate or interest in possession of the Lot Benefited or any part of that Lot with which the right is capable of enjoyment and any person authorised by that person to go, pass and repass across and through the part of the Lot Burdened where there are fire stairs on foot and without vehicles to and from the Lot Benefited or any part of it. The use of the Lot Burdened for the purposes of this easement is limited to emergency situations and for the proper conduct of fire drills and ancillary training in connection with emergency use.

5. **Terms of positive covenant fifthly referred to in the Plan:**

- 5.1 In this positive covenant **detention system** means the detention system approved by the Prescribed Authority pursuant to development consent no 203/97 and as marked on the plan.
- 5.2 The Registered Proprietors will at their own expense well and sufficiently maintain and keep in good and substantial repair and working order any detention system which exists from time to time on the land.
- 5.3 The Registered Proprietors must not remove the detention system without the prior consent of the Prescribed Authority.
- 5.4 The Registered Proprietors hereby agree to indemnify the Prescribed Authority from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation damages, costs and expenses which the Prescribed Authority or any other person may suffer or incur as a

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/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 CONVEYANCING ACT, 1919**

(Sheet 4 of 5 Sheets)

DP1008772

Subdivision of Lot 10 in Deposited Plan No. 800457
Certified by Council Clerk's Certificate No 99/17

result of any malfunction or non-operation of any such detention system arising from any failure of the Registered Proprietors to comply with the terms of this positive covenant.

Name of person empowered to release, vary or modify positive covenant firstly referred to in the Plan:

Mosman Council

6. Terms of positive covenant sixthly referred to in the Plan:

- 6.1 The Registered Proprietors must at all times *and with proper structural integrity* maintain within the land those structures which support the adjoining public roadways, namely Vista and Harbour Streets, Mosman in accordance with the plans and specifications approved by the Prescribed Authority pursuant to development consent No 203/97 granted by the Prescribed Authority on 19 August 1997 and any subsequent building approval (the building approval) granted by the Prescribed Authority unless an alternative method of support is approved by the Prescribed Authority.
- 6.2 During the course of excavation and construction on the land pursuant to the building approval the Registered Proprietors must ensure that Vista and Harbour Streets are supported to the satisfaction of the Prescribed Authority. Details of such support must be submitted to the Prescribed Authority and approved prior to the commencement of excavation.
- 6.3 All costs of compliance with this positive covenant must be borne by the Registered Proprietors of Lot 101 and the Registered Proprietor of Lot 102 must grant all necessary access through Lot 102 to enable such compliance.

Name of person empowered to release, vary or modify positive covenant secondly referred to in the Plan:

Mosman Council

INTERPRETATION

Registered Proprietors includes the Registered Proprietors of the land from time to time and all their heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this positive covenant binds all those registered proprietors jointly and severally. The term also includes the Owners Corporation of any strata scheme registered in respect of the land.

Prescribed Authority means Mosman Council.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS/PROFITS À PRENDRE
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SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 5 Sheets)

Subdivision of Lot 10 in Deposited Plan No. 800457
Certified by Council Clerk's Certificate No 99/17

DP1008772

**THE COMMON SEAL of LKT
(PROPERTIES) PTY LIMITED was
affixed in the presence of:**



Secretary/Director

Please print

Director

Please print

**SIGNED SEALED AND
DELIVERED by MARTIN JOHN
ZUCCHIATTI in the presence of:**

Signature of witness

IVAN ZUCCHIATTI

Name of witness - please print

410 KAREELA RD CREMORNE

Address of witness

EXECUTION BY OVERSEA-CHINESE BANKING CORPORATION

SIGNED SEALED AND DELIVERED

by OVERSEA-CHINESE BANKING

CORPORATION LIMITED BY

A.R.B.N. 073 598 035

by

its attorney under a power of

attorney dated 17 May 1996

Registration No. Book 4176 No. 831

in the presence of:

Witness

MALCOLM NG

691173.3 RZF RZF

REGISTERED



13.1.2000

SIGNATURE AND SEALS ONLY

THE COMMON SEAL OF MOSMAN MUNICIPAL COUNCIL WAS AFFIXED UNDER A RESOLUTION PASSED BY COUNCIL ON 14 JUNE 2001 IN THE PRESENCE OF:

Deputy Mayor
MAYOR
COUNCIL MANAGER
CITY OF MOSMAN
CITY OF MOSMAN
CITY OF MOSMAN

INCEAS JYIN CROSS OF LEVEL 13
71 CASTERFIELD ST, STONEY
(INDUSTRIAL)

COORO NOMINEE (AUSTRALIA) PTY. LIMITED
A.C.N. 008 810 050, by its Attorney
demonstrating that they have no record of prosecution
under the provisions of the Crimes Act 1900 and the
Crimes Act 1914, and are not subject to any order of
the Federal Court of Australia.

Office of the Registrar-General / Rev 04-Feb-2004 / NSW LRS / Pg: ALL / Pre: 05-May-2022 19:34 / Seq: 1 of 2

Department of Land and Water Conservation Approval

Submission Certificate

Form 1001 (Rev 04-Feb-2004) for the submission of a plan of subdivision and associated documents to the Registrar-General.

Submission Certificate

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MILITARY

Plan Drawing only to appear in this space

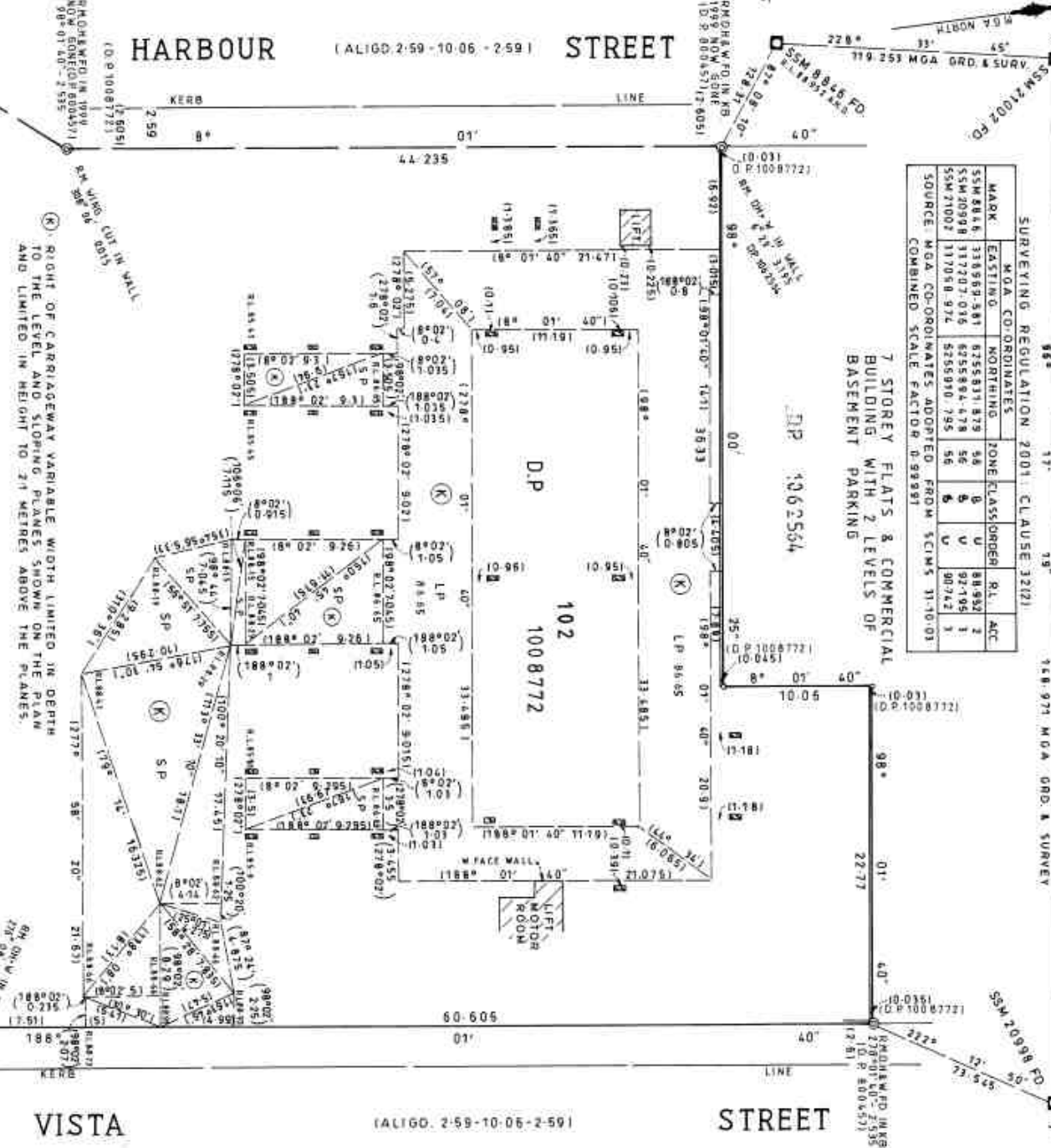
ROAD

SURVEYING REGULATION 2001, CLAUSE 32(2)

MARK	MOA CO-ORDINATES	EASTING	NORTHING	ZONE	CLASS	ORDER	R.L.	ACC.
SSM 20998	318969.587	6255811.829	56	U	8	8	98.992	2
SSM 20999	317207.035	6255884.478	56	U	9	9	92.195	3
SSM 21002	317058.974	6255910.795	56	U	6	6	90.742	3

SOURCE: MOA CO-ORDINATES ADAPTED FROM SCIMS 31-10-03
COMBINED SCALE FACTOR 0.99997

7 STOREY FLATS & COMMERCIAL
BUILDING WITH 2 LEVELS OF
BASEMENT PARKING



100 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 420 440 460 480 500 520 540 560 580 600 620 640 660 680 700 720 740 760 780 800 820 840 860 880 900 920 940 960 980 1000

SP DENOTES LEVEL PLANE
D. DENOTES STORING PLANE
P. DENOTES STORING PLANE
549387
LEVEL B1 UPPER & GROUND
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1063909

Registered 09-02-2004

THE SPUR: TORRENS

PROPOSED EASEMENT

PLAN NO: DP1063909

PLAN OF EASEMENT

AFFECTING LOT 102

D.P. 1008772 &

POSITIVE COVENANT

AFFECTING LOTS 1 TO 4

D.P. 1062564

LENGTHS ARE IN METRES

PROPOSED PLAN 1: 200

L.O.A. MOSMAN

LOCALITY: SPIT JUNCTION

PARCEL: WILLOUGHBY

COUNTRY: CUMBERLAND

THIS IS A PLAN OF EASEMENT

REGISTERED 09-02-2004

1. MARK JOHN ANDREW

OF 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 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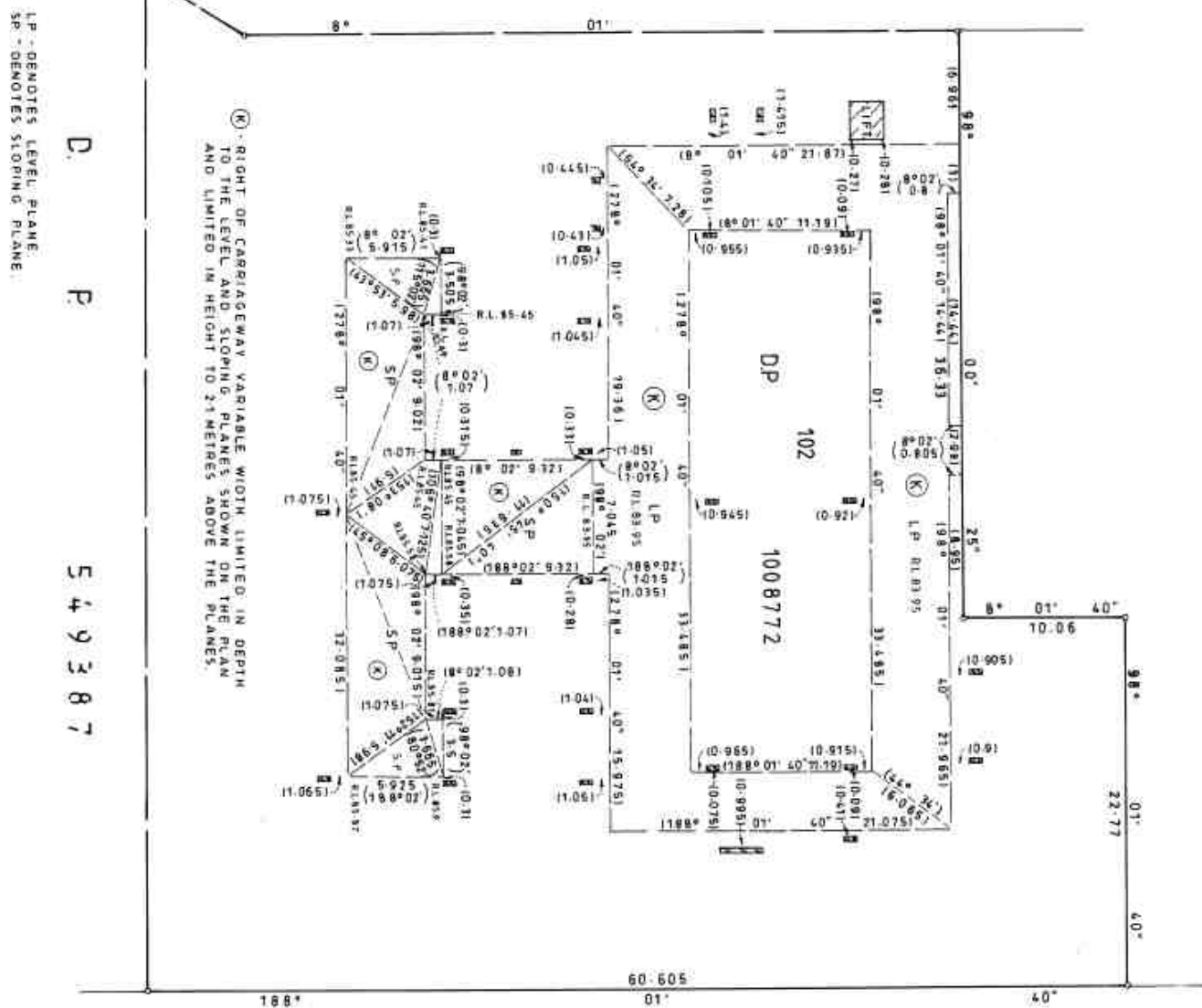


HARBOUR

STREET

VISTA

STREET



DP1063909

Registered 05-10-2004

This is a plan of 2 sheets
sheet 25/11/05

Survey registered under Survey Act 1958

DP is a plan of 2 sheets
sheet 25/11/05
of LOT 102 DP 1008772

For use where shown in conjunction with Plan Form 2

DP1063909

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

Plan: Plan of Easement over Lot 102 DP1008772
covered by Council's Certificate No

Full name and address of the owner of the land: Mosman Municipal Council c/o Council Chambers, Military Road, Spit Junction

Part 1 (Creation)

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway variable width (K)	102	1, 2, 3, 4 in DP1062564
2	Positive Covenant (K)	1, 2, 3, 4 in DP1062564	102

Part 2 (Terms)

Interpretation

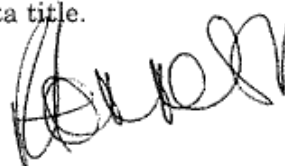
In this instrument, unless a contrary intention appears:

Benefited Lot includes each and every part of the Benefited Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Burdened Lot includes each and every part of the Burdened Lot shown so designated on the Plan and any part of it with which the right is capable of enjoyment.

Benefited Owner means the owner for the time being of the Benefited Lot, its respective successors, transferees, assigns and all persons authorised by it, any person who is entitled to an estate or interest in the Benefited Lot and includes an Owners Corporation if the Benefited Lot is converted to strata title.

Burdened Owner means the owner for the time being of the Burdened Lot, its respective successors, transferees, assigns and any person authorised by it, any person who is entitled to an estate or interest in the Burdened Lot and includes an Owners Corporation if the Burdened Lot is converted to strata title.



DP1063909

Burdened Structure means the walls and slabs, floors, ceilings, pillars, beams, columns and other structures erected within that part of the Burdened Lot within the Easement Site, which structures may become common property on registration of a strata plan subdividing any Burdened Lot and this expression includes any variation or replacement of any of them from time to time.

Easement Site means the site of the relevant easement shown so burdened on the Plan.

Owners Corporation means an owner's corporation under the Strata Schemes Management Act 1996 created on the strata subdivision of any lot.

1. Terms of Right of Carriageway numbered one in the Plan:

- 1.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, full free and unimpeded right for the Benefited Owner and persons authorised by it to go, pass and repass at all times over the Easement Site for the purpose only of access to and from the Benefited Lot but subject to the following conditions.
- 1.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:
 - (a) the person enters on the Burdened Lot at that person's own risk;
 - (b) the Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
 - (c) the Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot; and
 - (d) The Owner of the Burdened Lot may give reasonable directions, consistent with the purpose of the right of carriageway, as to the regulation of vehicular traffic on the right of carriageway which directions must be complied with.

except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.



DP1063909

2. Terms of Positive Covenant numbered two in the Plan:

- 2.1 The owner of the Burdened Lot must install and maintain the Carpark Security System installed within the Benefited Lot as described below:
- (a) remote control doors as the means of ingress and egress between the Benefited Lot and the basement carparking within the Burdened Lot; and
 - (b) a motor to drive the roller doors situated at the vehicle entrance between the Benefited Lot and Vista Street; and must
 - (c) incorporate in the main entrance and exit and the pedestrian entrances of the Benefited Lot closed circuit television cameras (CCTV) which, inter alia, cover the ticket machines at the point of street entry and exit; and
 - (d) carry out the recommendations of the report prepared by Brewster Hjorth Architects, dated December 2001, to the reasonable satisfaction of Mosman Council's General Manager.
- 2.2 The Burdened Owner must at its own cost maintain and keep in good working order and repair and replace where necessary all plant and equipment of the Carpark Security system, including but not limited to:
- (a) the remote control doors;
 - (b) the motor to drive the roller doors; and
 - (c) the CCTV.

THE COMMON SEAL of OKAROO
PTY LIMITED was affixed in the
presence of:

Secretary/Director

Please print

Director

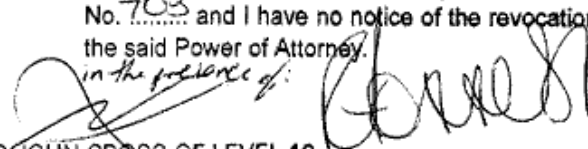
Please print

OKAROO

Pty. Ltd.


by its Attorney KOLYN FORREST
pursuant to Power of Attorney register Book 4332
No. 703 and I have no notice of the revocation of
the said Power of Attorney.


in the presence of:


NICHOLAS JOHN CROSS OF LEVEL 13
77 CASTLEREAGH ST., SYDNEY
(SOLICITOR)

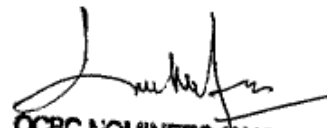
DP1063909

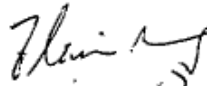
The common seal of The Council of Mosman
was affixed under a resolution passed by council
on 14 JUNE 2001
in the presence of:


D | Mayor ANTHONY WHYBROW


General Manager

VIVIAN MAY.


OCBC NOMINEES (AUSTRALIA) PTY. LIMITED
(A.C.N. 006 610 055) by its Attorneys who
declare that they have no notice of revocation
of the Power of Attorney under which this
document is signed. Register Book 4143 No. 216


(witness)

X Elaine Chung
75 Castlereagh Street
Sydney NSW 2000
X



REGISTERED  03-02-2004

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2
Real Property Act 1900



AM975239U

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/SP71822	
(B) LODGED BY	Document Collection Box 168H	Name, Address or DX, Telephone, and Customer Account Number if any Carroll & O'Dea Lawyers LLPN 123098 Q Phone 02 9291 7100 Fax 02 9291 1117 Level 18, 111 Elizabeth Street, Sydney NSW 2000 Reference: SLB:171337
		CODE CH

- (C) The Owners-Strata Plan No. 71822 certify that a special resolution was passed on 25/7/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Law 35, By-Law 36, ~~Common Property Rights By-Law 1~~, ~~Common Property Rights By-Law 2~~
Amended by-law No. NOT APPLICABLE
as fully set out below:
By-Law 35 refer Annexure "B" attached
By-Law 36 refer Annexure "C" attached
Common Property Rights By-Law 1 refer Annexure "D" attached
Common Property Rights By-Law 2 refer Annexure "E" attached

- (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 "F"
- (G) The seal of The Owners-Strata Plan No. 71822 was affixed on 11 December 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: LUKE DARNENT

Authority: MANAGING AGENT

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

ANNEURE "B"

35. Owners Corporation's Delegation To The Strata Committee Of Approval Of Minor Renovations

35.1 Definitions

- 35.1.1 In this by-law "minor renovations" has the same meaning as in section 110(3) of the *Strata Schemes Management Act 2015*.

35.2 Delegation

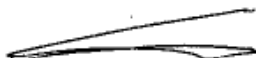
- 35.2.1 The Owners Corporation delegate to the Strata Committee all of the Owners Corporation's functions under section 110 of the *Strata Schemes Management Act 2015* to approve the owner of a lot in a strata scheme to carry out work for the purposes of minor renovations to common property in connection with the owner's lot.
- 35.2.2 The approval of the Strata Committee may be subject to reasonable conditions imposed by the Strata Committee and cannot be unreasonably withheld by the Strata Committee.



"ANNEXURE C"

36. Smoke Penetration

- 36.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 36.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.



ANNEXURE "D"

Common Property Rights By-Law No. 1: By-Law to Authorise the Owner of Lot 84 to add to, alter or erect new structures on the common property

1. Definitions

In this by-law:

- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "bathroom and pantry renovations" means demolition and replacement of fixtures and fittings including:
 - i. making a saw-cut in the wall shown on drawing "extract from MPN Structural DWG 8497-10-1" for the new pantry opening;
 - ii. installing lintel to engineer's specifications;
 - iii. timber frame up wall to provide space for walk-in pantry;
 - iv. sheeting to framed wall;
 - v. render patching to brick walls;
 - vi. new sheeting to ceiling, toilet, shower, floor tiles, waterproofing, sinks, cupboards and cabinets;
 - vii. drill two coreholes through the bathroom floor to relocate the toilet and drain for the sink; and
 - viii. electrical fittings, taps, basins, vanity, towel rail and shelving;
- (c) "builder" means Ben Kohonen of Big Build Constructions Pty Ltd ABN 28 159 110 120 Trade Licence # 250103C, Supervisor Cert 660485;
- (d) "engineer's report" means the report prepared by Viktor Mateffy of MPN Group Consulting and Structural Engineers ABN 20 001 568 878 CP Eng, NER (17240);
- (e) "kitchen renovations" means demolition and replacement of fixtures and fittings including:
 - i. Cabinetry;
 - ii. Benchtop;
 - iii. Stove;
 - iv. Oven; and
 - v. Sink;
- (f) "lot" means Lot 84 of Strata Plan No. 71822;
- (g) "owner" means the owner for the time being of the lot, being the current owner and all successors



- (h) "plans" means the plans prepared by mm+j architects ABN 79 153 579 867 dated 22 September 2016
- (i) "Planning Certificate" means Certificate 25452 Planning Certificate Section 149(2) *Environmental Planning & Assessment Act 1979* issued by Mosman Council on 4 November 2016;
- (j) "principal certifying authority" has the same meaning as in the *Environmental Planning and Assessment Act 1997*;
- (k) "slab scan report" means report prepared by Mark Devine of Slab Scan Pty Ltd ABN 32 121 604 503 relating to the two holes to be drilled through the floor of the bathroom dated 20 January 2017
- (l) "Works" means the bathroom and pantry renovations, kitchen renovations and alterations to the lot and adjacent common property described and shown in:
- i. Report of Viktor Mateffy, Director, MPN Group Consulting Engineers, Structural and Civil, dated 23 September 2016 and attached -
 - a. Extract from MPN Structural DWG 8497-10-1;
 - b. Annotated Drawing No. DD01, Issue B, mm+j architects, 22 September 2016;
 - c. Drawing No. DD02, Issue B, mm+j architects, 22 September 2016;
 - ii. Estimate, Big Build Constructions Pty Ltd (ABN 28 159 110 120), dated 18 December 2016;
 - iii. Slab Scan Pty Ltd (ABN 31 121 603 503), report, job number 22736, dated 20 January 2017;
 - iv. mm+j architects, plans dated 22 September 2016, revision B, drawing number DD01, DD02.

2. Works Authorisation, Special Privileges and Exclusive Rights

The Owners Corporation:

- (a) Authorises the owner to add to the common property, alter the common property, or erect a new structure on the common property for the purpose of carrying out the Works;
- (b) Grants the owner a right of exclusive use and enjoyment of the common property reasonably required to be occupied by the Works.

Upon and subject to the conditions set out in this by-law.



3. The Conditions

3.1 Before the Commencement of the Works

(a) Planning Approvals

Before commencing the Works, the owner must:

- i. obtain all necessary approvals from any relevant Authority and provide copies to the Owners Corporation; and
- ii. provide a final copy of any construction certificate plans stamped by the principal certifying authority to the Owners Corporation.

(b) Insurance Certificates

Before commencing the Works, the owner obtain insurance, and maintain that insurance for the duration of the Works, sufficient to cover:

- i. The risk of physical damage in relation to the whole of the site where the Works are to be performed, including the Works, common property and property of other lot owners, occurring in the course of, or by reason of, the Works, of not less than \$10,000,000 in respect of any claim;
- ii. Insurance required under Part 6 of the *Home Building Act 1989*;
- iii. Workers Compensation Insurance as required by law; and

the owner must give the Owners Corporation certificates of currency as proof that all such insurance has been taken out and are current prior to the commencement of Works, and at any other time as requested by the Owners Corporation.

(c) Engineer's Report

Before commencing the Works, the owner must, at the owner's own cost give the Owners Corporation:

- i. a report from a qualified structural engineer certifying that the Works will not affect the structural integrity of the building; and
- ii. a report identifying that the floor has been scanned where any new coreholes are to be cut as part of the Works to identify reinforcement bar locations and any embedded services.



(d) Cost of this By-Law

Before commencing the Works:

- i. the owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law; and
- ii. this by-law must be registered in accordance with section 141 of the *Strata Schemes Management Act 2015* with the Registrar-General.

The Owners Corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs referred to in paragraph 3.1(d)(i) above are paid by the owner.

3.2 During the Works

(a) Quality of the Works

The Works must be carried out in a proper and workmanlike manner utilising only quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors, subcontractors, employees or agents engaged on the Works must be appropriately qualified and licensed under the *Home Building Act 1989* and the identity of each must be provided to the Owners Corporation prior to each commencing work.

(c) Specifications for the Works

The owner must ensure that the Works are carried out and completed in accordance with the drawings, plans and specifications.

In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works must comply with the Building Code of Australia and any applicable Australian Standard and the law. In the event that there is a conflict the Building Code of Australia shall be applied.

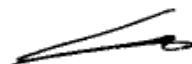
The Works must not be varied without the written consent of the Owners Corporation.

(d) Time for Completion of the Works

The owner must ensure that the Works are done with due diligence and within a reasonable time from the date of commencement

(e) Work Hours

The owner must ensure that the Works are only carried out between the hours permitted by Mosman Council or, if the Council does not prescribe work times, between 8.00 am – 5.00 pm on Monday – Friday



(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the Works and that the Works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property

(g) Location of the Works

The Works must be installed entirely on the lot and the common property adjacent to that lot reasonably required to be occupied by the Works and must not encroach upon any other part of the common property or any other lot

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any reasonable direction by the Owners Corporation

(i) Debris

The owner must ensure that any debris associated with the Works that is on common property is removed daily and strictly in accordance with any reasonable directions given by the Owners Corporation

(j) Protection of Building

The owner must protect the common property that is affected by the Works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction is being undertaken

(k) Daily Cleaning

The owner must clean any part of the common property properly affected by the Works on a daily basis and keep all of that common property clean, neat and tidy during the Works

(l) Storage of Building Materials on Common Property

The owner must ensure that no building materials are stored on common property

(m) Times for Operating Noisy Equipment

The owner must ensure that 24 hours' prior notice is given to the Owners Corporation before using any percussion tools or noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place such as in the lifts

(n) Cost of the Works

The owner must pay all costs associated with the Works

3.3 After the Works



(a) Completion Notice

Immediately upon completion of the Works the owner must:

- i. notify the Owners Corporation in writing that the Works have been completed;
- ii. notify the Owners Corporation in writing that any damage to lot and common property caused by the Works have been rectified;
- iii. provide the Owners Corporation with any certification required by an Authority in connection with the Works;
- iv. if required by the Owners Corporation, provide certification from a qualified structural engineer approved by the Owners Corporation that the Works as constructed comply with the terms of this by-law.

(b) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the Works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the Works

(c) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the Works and keep that common property in a state of good and serviceable repair and, where necessary, or reasonably required by the Owners Corporation, renew or replace any fixtures or fittings comprised in that common property

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the Works must have an appearance compatible with the quality of the building

(e) Damage to Lot or Common Property

The owner remains liable for any damage to lot or common property arising out of the Works.

The owner must make good any damage to lot or common property arising out of the Works without a reasonable period of time.

(f) Indemnity

The owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.



(g) Floor Coverings

The owner must ensure that any new floor coverings installed during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from those floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom

(h) Compliance with all Laws

The owner must comply with all statutes, by-laws and other laws for the time being in force and which are applicable to the Works (for example, the conditions of Local Council's development consent for the Works).

4. Breach of this By-Law

(a) If the owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- i. rectify that breach
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs

(b) Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Attachments

1. Planning Certificate
2. Plans
3. Engineer's Report
4. Slab Scan Report
5. Insurance Certificates of Currency for builder and slab scanner



"Attachment 1"

4 November 2016

Mrs S A Anthony
609/88 Vista St
MOSMAN NSW 2088

**Mosman
COUNCIL**

Mosman Municipal Council
Civic Centre
Mosman Square
PO Box 211
Spit Junction 2088
Telephone 02 9978 4000
Facsimile 02 9978 4132
ABN 94 414 022 939

council@mosman.nsw.gov.au
www.mosman.nsw.gov.au

Certificate 25452

Environmental Planning & Assessment Act 1979

Planning Certificate Section 149(2)

Property: 609/88 Vista Street MOSMAN 2088
Title: LOT: 84 SP: 71822
Parish: Willoughby County: Cumberland

1. The land is affected by the following Local Environmental Plan:

Mosman Local Environmental Plan 2012 - Published on the NSW legislation website on
9/12/2011

Zoning Provisions

2. The effect of the Mosman Local Environmental Plan 2012 is to zone the land:
Zone B2 - Local Centre. Attachment No. B2 sets out the purposes for which development is
permissible without consent, permissible with consent and prohibited.

At the date of this certificate the property is affected by the following prescribed matters:

3. Proposed Local Environmental Plan or Planning Proposal.
Not affected by any draft Local Environmental Plan or Planning Proposal.



Proud to be Mosman
Protecting our Heritage
Planning our Future

Section 149 Certificate

Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452

4 November 2016

4. Complying Development.

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

General Housing Code.

The land is land on which complying development may be carried out under the General Housing Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code.

The land is land on which complying development may be carried out under the Housing Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial Alterations Code.

The land is land on which complying development may be carried out under the Commercial and Industrial Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Subdivisions Code.

The land is land on which complying development may be carried out under the Subdivisions Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code.

The land is land on which complying development may be carried out under the General Development Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code.

The land is land on which complying development may be carried out under the Demolition Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.



Section 149 Certificate

Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452

4 November 2016

Commercial and Industrial (New Buildings and Additions) Code.

The land is land on which complying development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code.

The land is land on which complying development may be carried out under the Fire Safety Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code.

The Rural Housing Code does not apply to this local government area.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17 (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

5. State Environmental Planning Policies.

AFFECTED by State Environmental Planning Policies and draft State Environmental Planning Policies (See Attachment No.2).

6. Do any Development Standards apply to the Land fixing Minimum Land Dimensions for the Erection of a Dwelling House?

NO - There are no development standards under Mosman Local Environmental Plan 2012 applying to the land fixing dimensions for the erection of a dwelling house.

7. Critical Habitat.

The land does not include or comprise critical habitat.

8. Land Reserved for Acquisition.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Development Control Plans

Mosman Business Centres Development Control Plan dated 29 March 2012 (as amended)

10. Contribution Plan



Section 149 Certificate

Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452

4 November 2016

AFFECTED by Mosman Section 94A Development Contributions Plan 2012 (in force from 23 February 2012)

11. Coastal Protection Act 1979

a) The land is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been so notified by the Department of Finance & Services & Innovation.

b) The land is not affected by an order made under Part 4D of the Coastal Protection Act 1979, in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where Council is satisfied that such an order has been fully complied with.

c) Council has not been notified under Section 55X of the Coastal Protection Act 1979, that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

d) The owner (or any previous owner) of the land has not consented in writing to the land being subject to an annual charge 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).

12. Mine Subsidence Compensation Act 1961.

NOT affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

13. Road Widening or Realignment.

NOT affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. The Roads & Maritime Authority may have proposals that are not referred to in this item. For advice about affectation by Roads & Maritime Authority proposals, contact Roads and Maritime Authority.

14. Council and Other Public Authority Policies on Hazard Risk Restrictions.

The land is not affected by a policy;

i) adopted by the Council, or

ii) 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 planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils or any other risks

The absence of such a policy does not necessarily mean that no such risk exists.

It should be noted that Part 7.5 of the Mosman Business Centres Development Control Plan provides as follows

All development in low lying areas must not have a basement level less than 4m AHD.

15. Flood related development control Information.



Section 149 Certificate

Property: 609/88 Vista Street MOSMAN 2088

**Certificate 25452
4 November 2016**

Development on the land is not subject to flood related development controls.

16. Matters Arising Under the Contaminated Land Management Act 1997

- (a) The land is NOT declared to be significantly contaminated land within the meaning of that Act.*
- (b) The land is NOT subject to a management order within the meaning of that Act.*
- (c) The land is NOT the subject of an approved voluntary management proposal within the meaning of that Act.*
- (d) The land is NOT subject to an ongoing maintenance order within the meaning of that Act.*
- (e) The land is NOT the subject of a site audit statement within the meaning of that Act.*

17. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 1997

The land is NOT affected by an order issued under the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

18. Heritage Item.

DOES NOT contain a listed heritage item under Mosman Local Environmental Plan 2012.

19. Conservation Area.

NOT within a Heritage Conservation Area under Mosman Local Environmental Plan 2012.

20. Bush Fire Prone Land.

The land is not shown as bush fire prone in Council's records.

21. Property Vegetation Plans.

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

22. Orders Under Trees (Disputes Between Neighbours) Act 2006

The land is not subject to an order under the Trees (Disputes Between Neighbours) Act 2006.

23. Directions under Part 3A.

The land is not subject to a direction by the Minister in force under section 75P(2)(c1) of the Act.

24. Conditions affecting seniors housing.

- (a) The land is not subject to a site compatibility certificate issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*
- (b) The land is not subject to a development consent granted pursuant to the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, granted after 11 October 2007.*

25. Site compatibility certificates for infrastructure.



Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

The land is not subject to a site compatibility certificate issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

26. Site compatibility certificates and conditions for affordable rental housing.

- a) *The land is not subject to a site compatibility certificate issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009.*
- b) *The land is not subject to any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of development consent to a development application in respect of the land.*

27. Blobanking Agreements.

The land is not affected by a blobanking agreement entered into under section 127D of the Threatened Species Conservation Act 1995.

Note: While this certificate indicates the zoning of the land, it is suggested the relevant Planning Instrument be inspected at Council's Customer Support Desk to provide an overall view of the area.

Council has made no inspection of the property for the purpose of this certificate. The purchaser should satisfy themselves that there have been no breaches of development consent.

Document Details and References

Certificate Fee: \$53.00

Fee Paid: \$53.00

Receipt Date: 04/11/2016

Receipt No.: 1044917

Applicant's Reference:

Dominic Johnson
GENERAL MANAGER

Per: *[Signature]*

(*[Signature]*)



Attachment B2

Section 149(2) Certificate

Extract from Mosman Local Environmental Plan 2012

Land Use Table

Zone B2 Local Centre	
1 Objectives of zone	<ul style="list-style-type: none"> To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area. To encourage employment opportunities in accessible locations. To maximise public transport patronage and encourage walking and cycling. To enhance the viability, vitality and amenity of the local centres. To maintain active uses at street level with a predominance of retail use. To allow the amalgamation and redevelopment of land in Spitt Junction. To encourage residential development as part of the mixed use of sites.
2 Permitted without consent	Home occupations.
3 Permitted with consent	Boarding houses; Car parks; Child care centres; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Entertainment facilities; Function centres; Group homes; Home businesses; Hostels; Information and education facilities; Light industries; Medical centres; Multi dwelling housing; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Self-storage units; Semi-detached dwellings; Service stations; Sex services premises; Shop top housing; Signage; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals
4 Prohibited	Any development not specified in item 2 or 3.

Updated April 2016



Attachment No. 2

Section 149(2) Certificate

Relevant State Environmental Planning Policies

State Environmental Planning Policies (SEPP)

SEPP No. 19 - Bushland in Urban Areas

SEPP No. 21 - Caravan Parks

SEPP No. 30 - Intensive Agriculture

SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)

SEPP No. 33 - Hazardous and Offensive Development

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 62 - Sustainable Aquaculture

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Apartment Development

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

SEPP (State and Regional Development) 2011

Draft State Environmental Planning Policies (Draft SEPP)

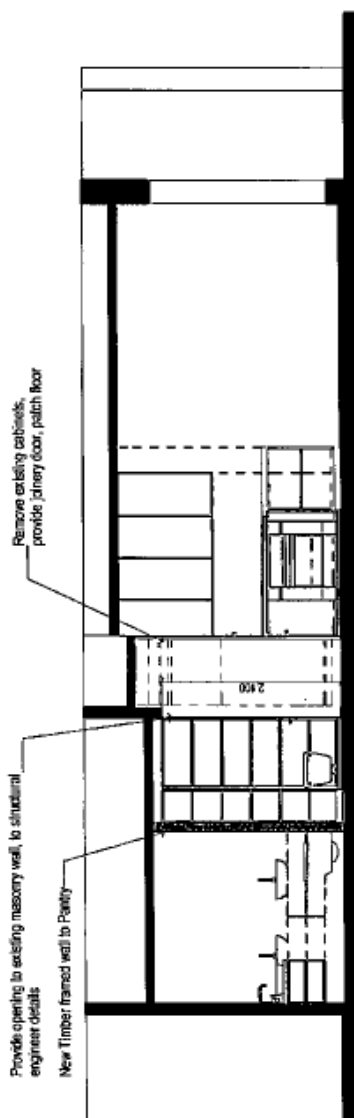
Draft SEPP (Competition) 2010

Draft SEPP (Exempt and Complying Development Codes) Amendment (Housing Code) 2016

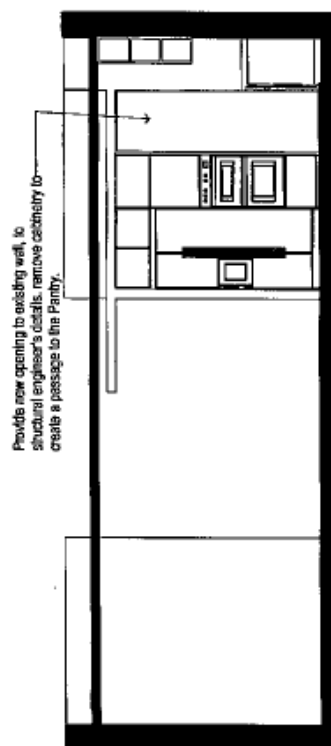
Updated June 2016



"Attachment 2"



SECTION 1
1:50

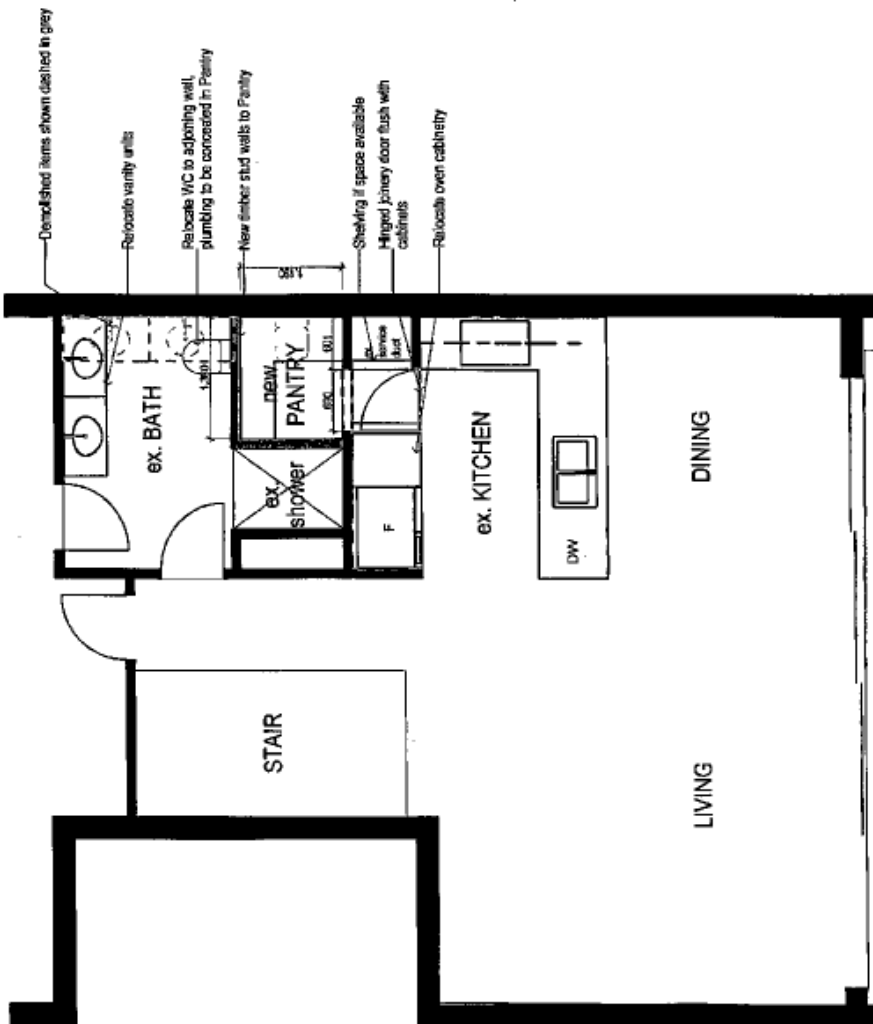


SECTION 2
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



PROJECT: 609/98 VISTA ST MOSMAN 2008 TITLE: SECTIONS DATE: 1-20-2017 DRAWN BY: SUE ANTHONY CHECKED BY: SUE ANTHONY SCALE: 1:50 DRAWING NO: DD02 SHEET NO: 8	
REVISIONS NO. DATE DESCRIPTION 1 20/01/2017 INITIAL DESIGN 2 20/01/2017 EXIST. DEVELOPMENT, JAMES ROOF RISE WITH CORNER 3 20/01/2017 EXIST. DEVELOPMENT, JAMES ROOF RISE WITH CORNER	mm architects SUITE 1, 10-43 PYRENE RD, MANLY NSW 2095 TEL: 02 9387 1111 WWW.MMARCHITECTS.COM.AU



FIRST FLOOR PLAN
1:50



NOTE: CHECK ALL DIMENSIONS ON SITE

<p>DATE: 22/05/2018 DRAWN: BEJ CHECKED: [Signature] DATE: 29/06/2018 APPROVED: [Signature]</p>		<p>SCALE: 1:50 DRAWING NO: DD01 SHEET: 8</p>
<p>CLIENT: GUY ANTHONY PROJECT: ALTERATIONS TO APARTMENT 609/88 VISTA ST MOSMAN 2038 TITLE: FIRST FLOOR PLAN DATE: 1 MAY 2018 DRAWN: [Signature] CHECKED: [Signature]</p>		

"Attachment 3"

MPN GROUP
CONSULTING ENGINEERS
STRUCTURAL AND CIVIL



VKM:RS
10909-VKM02

23 September 2016

Ms. Sue Anthony
609/88 Vista Street
MOSMAN NSW 2088

E: sueanthony@gmail.com

Dear Ms. Anthony,

**RE: REMOVAL OF MASONRY WALL FOR DOORWAY
FROM UNIT 609 (LOFT LEVEL 7)
AT: 88 VISTA STREET, MOSMAN**

In response to your request we have considered the structural implications of your proposal to remove or alter some of the masonry walls in your Unit 609 on the 7th Floor (Loft level), as shown in the annotated structural part-plan attached.

We have also reviewed our original structural details (MPN project No. 8497 in 2002) for this building which, as expected, shows that the structure consists of a reinforced concrete frame, up to the underside of Level 6, and then the loft and roof-top plantroom floor slabs are supported on load-bearing (masonry) brick walls.

This means that the walls forming the upstairs bathroom are used for load bearing purposes. However, the proposed modest removal of brickwork to create one new door, with the addition of a new steel lintel, as well as the new load-bearing brickwork being added to create the pantry, in our opinion, readily compensates for the loss of brick support.

Care should be exercised in the method of removal of masonry, using minimum impact tools, to avoid crack damage to the walls.

Lateral stability of the building will not be affected by the new brickwork arrangements.

Do not remove any concrete elements without specific approval from a structural engineer.

We do note, however, that the relocation of your toilet and sink (to accommodate the new pantry) may require a new corehole (notionally 100mm maximum diameter). This is structurally permissible at this floor level provided the floor is scanned and marked for reinforcement bar locations (and other embedded services (e.g. power)) so that the position of the corehole may be cut without damage to these embedded elements.



MPN GROUP PTY LIMITED ABN 20 001 568 878 SYDNEY LONDON
SYDNEY OFFICE: 213 MILLER STREET NORTH SYDNEY NSW 2060
ALL MAIL TO PO BOX 462 NORTH SYDNEY NSW 2060
P: (02) 9929 7144 sue@mpn.com.au www.mpn.com.au

DIRECTORS: Viktor Mityay BE(Hons) MEng Sc NER (Struct) George Perl BSc BE(Hons) MEng Sc NER (Struct)
SENIOR ASSOCIATE: Michael Sere BE(Hons) NER (Struct)
ASSOCIATES: Catherine Taylor BE(Hons) MEng Sc Paul Bozkorovalny BE(Hons) Michael Hill BE(Hons)





MPN Group Pty Limited warrants to use its best endeavours at all times, but whilst this report is based on a reasonably detailed visual inspection of the areas of the property shown to us, we do not purport to have discovered or seen every hidden defect or structural condition in existence. The inspection has been made without the removal of any parts of the structure and has been limited to areas where reasonable and safe access is available. MPN Group Pty Limited does not offer any responsibility of any loss, however occasioned by structural conditions or defects not discovered or omitted from this report. This report shall not be used for any other purpose other than that for which it was prepared. This report may not be used or relied upon by any other person other than the Client.

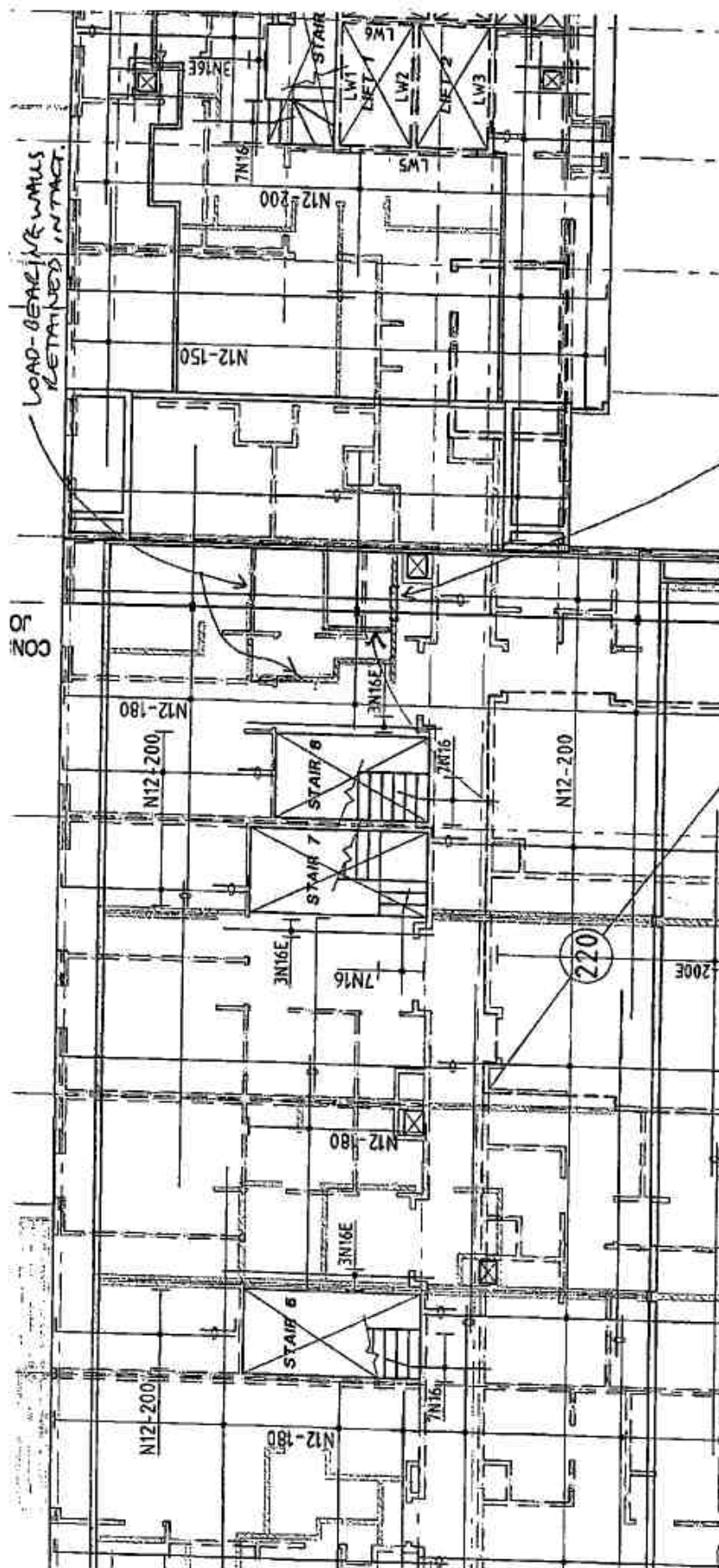
We trust the above information is adequate for your present purposes. Please contact us for any further assistance you may require.

Yours faithfully,
MPN GROUP PTY LIMITED

pp

VIKTOR MATEFFY
Director
BE(Hons), MEngSc, MIE(Aust),
CPEng, NER(17240)





DELETE LOAD BEARING
 WALL AND INSTALL LINTEL
 FOR NEW DOORWAY.
 TS&G EA LINTEL WITH 125mm
 BEARING EACH END.

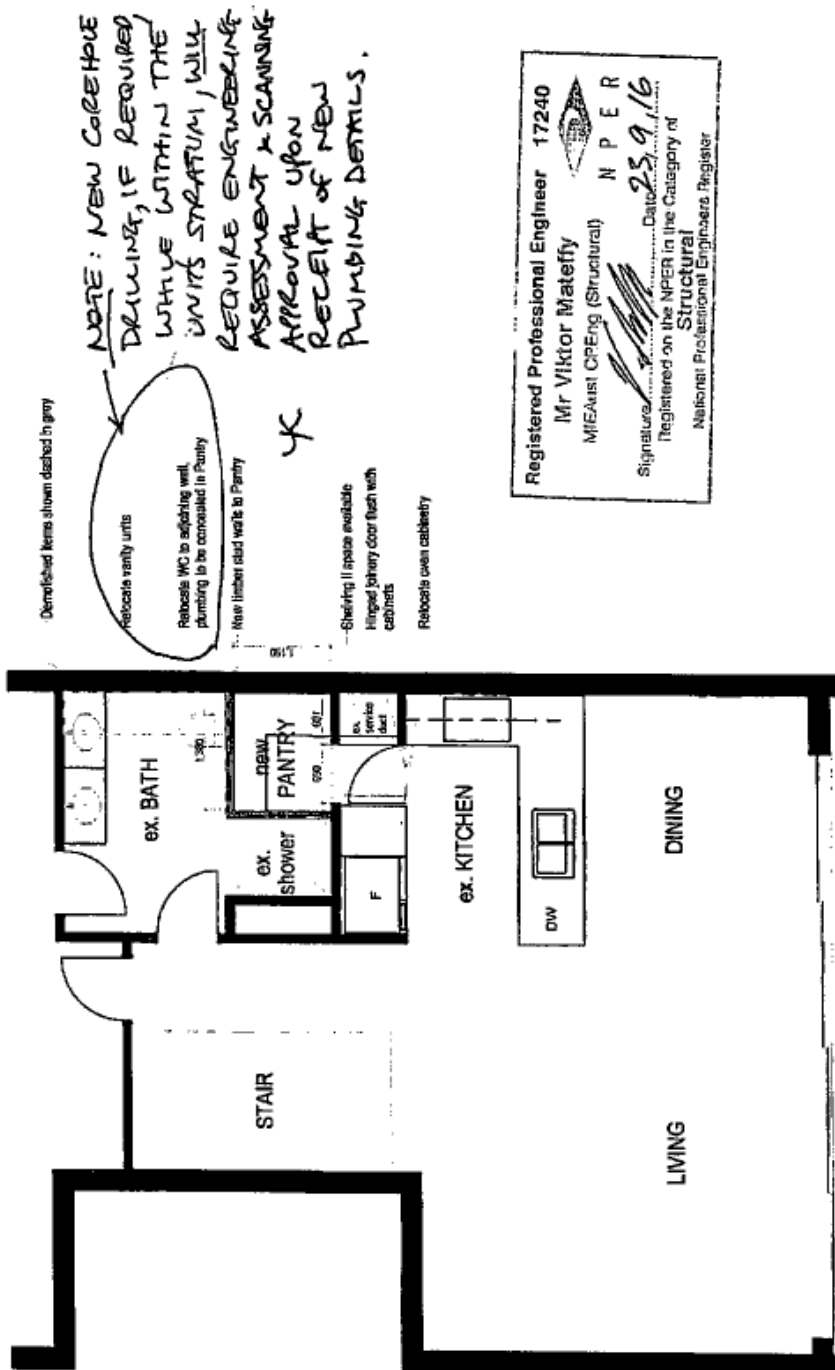
NEW TIMBER
 STWO WALL
 @ PANTRY.

EXTRACT OF MPN STRUCTURAL
 DWG 8497-10-1.

UNIT 609, 88 VISTA ST
 MOSMAN
 23/9/16 [10909]

Registered Professional Engineer 17240
 Mr Viktor Mateffy
 MIEAust CPEng (Structural) N P E R
 Signature: [Signature] Date: 29.9.17
 Registered on the NPER in the Category of
 Structural
 National Professional Engineers Register





Registered Professional Engineer 17240
 Mr Viktor Mateffy
 MFEAust CPEng (Structural) N P E R
 Signature: [Signature] Date: 25.9.16
 Registered on the NPER in the Category of Structural
 National Professional Engineers Register

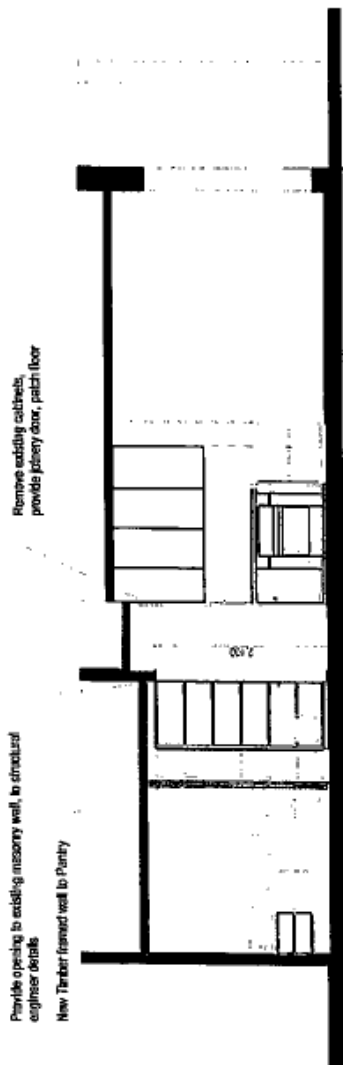
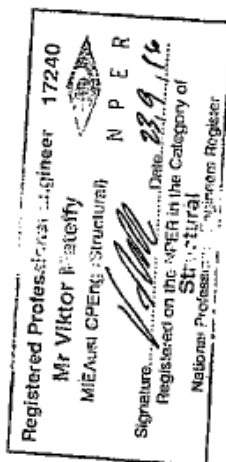
FIRST FLOOR PLAN 1:50

DATE: 11/05/2022
 DRAWN BY: SUE ANTHONY
 CHECKED BY: SUE ANTHONY
 PROJECT: 605/88 VISTA ST MOSHMAN 2088
 TITLE: FIRST FLOOR PLAN
 1:50 SCALE, 11/05/2022



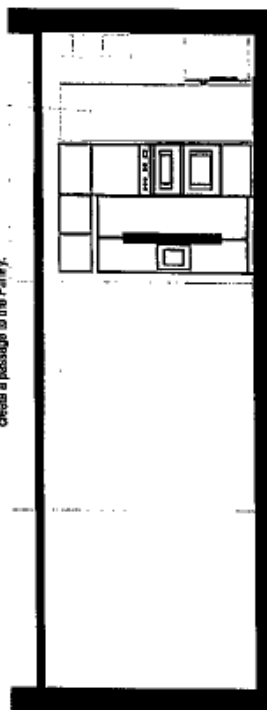
NOTE: CHECK ALL DIMENSIONS ON SITE
 DATE: 11/05/2022
 DESCRIPTION: CONCEPT DESIGN OFFSET
 PROJECT: 605/88 VISTA ST MOSHMAN 2088
 DRAWN BY: SUE ANTHONY
 CHECKED BY: SUE ANTHONY
 PROJECT: 605/88 VISTA ST MOSHMAN 2088
 TITLE: FIRST FLOOR PLAN
 1:50 SCALE, 11/05/2022





SECTION 1
 (S-01) 1:50

Provide new opening to existing wall, to structural engineer's details, remove cabinetry to create a passage to the Party.



SECTION 2
 (S-02) 1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



SCALE 1:50
 DRAWN BY: DD02
 DATE: 22/09/2016
 JOB NO: 1538
 SHEET: 8

CLIENT: GUY ANTHONY
 PROJECT: ALTERATIONS TO APARTMENT
 808188 VISTA ST MOSMAN 2008
 TITLE: SECTIONS
 DATE: 12-09-2016 BY: LARRY HUGHES
 M0011793 larry@larryhughes.com.au
 LARRY HUGHES ARCHITECTS

REVISIONS
 DATE: 12/09/2016
 BY: LARRY HUGHES
 DESCRIPTION: CONCEPT DESIGN - SECTION 2
 Design Development, based on approved plans

NOTES
 THIS DRAWING IS A PRELIMINARY CONCEPT AND IS NOT A FINAL DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

"Attachment 4"



Bookings
 Mark Devine 0488 500 600 mark@slabscan.com.au
 Graham Midgley 0499 800 700 graham@slabscan.com.au
 Cameron Young 0477 800 700 cam@slabscan.com.au
 Nathan Aubrey 0455 800 700 nathan@slabscan.com.au
 Accounts
 Tony O'Gorman 0419 600 500 admin@slabscan.com.au

Slab Scan Pty Ltd, ABN 32 121 603 503
 PO Box 4367, North Curl Curl, NSW, 2099

www.slabscan.com.au

Specialists in structural investigative reporting and GPR scanning to locate post-tensioning, reinforcing, electrical and other services in concrete

JOB NUMBER 22736

Hours 1	km's from GPO -	Order No.	Parking	Date 20-Jan-2017
Company Sue and Steve Anthony			Project Manager	
Job Address 609/88 Vista st mosman			Scanning Operative Mark Devine	
Email			Ground Penetrating Radar Equipment Used GSSI StructureScan Mini 1600MHz. Serial A70-651_04	
Time of Scan			Cable Locator Used Radiodetection RD7100. Serial 10/71PL-411	

DETAILS OF SCANNING WORKS CARRIED OUT

Utilise ground penetrating radar (GPR) and power scanning equipment to scan for core holes.

AREAS SCANNED

Bathroom for 2 core holes

RESULTS OF SCAN

The structure is conventionally reinforced in this area. No post tensioning was detected.

Reinforcement locations have been marked on the structure as indicated below:

===== Near face reinforcement
 - - - - - Far face reinforcement

No active power was located close to the proposed works.

IMPORTANT NOTICE DISCLAIMER

CUSTOMER RISK

Drill, core or cut at your own risk

1. A risk was present prior to our engagement. You have engaged us to minimise that risk. Whilst every effort will be made to identify hazards the technology cannot necessarily identify all potential hazards.
2. No representation or warranty is made to the effect that all risk is eliminated.
3. Ground penetrating radar and electronic tracing do not allow us to actually see into the ground or material. Our service is to minimise your risk but we do not promise to eliminate your risk. Any marking or positive results are indicative only and require further visual confirmation.
4. To the extent permissible by law, you release us from any loss or damage caused by us not identifying and locating a potential hazard.
5. We do not and cannot detect communication cables, low voltage wiring and, most importantly, fibre optic cables. Once you have read the above, please sign below as acknowledgement of your understanding of the risks and your acceptance that any loss or damage is not our responsibility. By signing below you also accept our work hours and additional costs.

Site contact name

Sue

Site contact phone number

0414996010

Site contact signature

MAHony





JOB NUMBER 22736

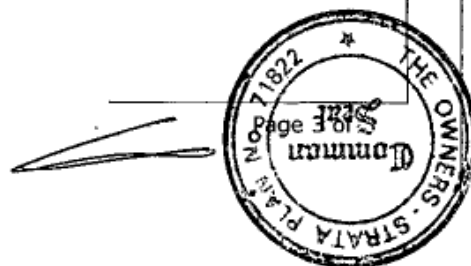
ADDITIONAL INFORMATION





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



"Attachment 6"



MECON Insurance Pty Ltd
 A.B.N 29 059 310 904
 AFSL 253106

www.mecon.com.au

20 January 2017

Policy Number: AP-41843

CERTIFICATE OF CURRENCY

Dear Sir/Madam

This is to certify that the undermentioned policy is current to the due date shown below.

Type of Insurance: Annual Construction
Insured Name: Big Build Constructions Pty Ltd
Territorial Limit: Within Australia but not north of 25th parallel south
Current Period of Insurance: 20 September 2016 to 20 September 2017 at 4pm local time
Business Details: Construction of new residential dwellings, Alterations/Additions to existing residential dwellings & commercial fitouts

Section 1 - Material Damage

1.02 Maximum Project Value	\$450,000 E.E.E.
1.03 Principal Supplied Materials	\$50,000 E.E.E.
1.04 Existing Structures - First Loss Limit	\$50,000 E.E.E.
1.05 Contractors Plant, Tools and Re-useable Equipment	\$10,000 E.E.E.
1.06 Variations and Escalation	\$100,000 E.E.E.
1.07 Removal of Debris	\$56,000 E.E.E.
1.08 Professional Fees	\$50,000 E.E.E.
1.09 Expediting Costs	\$27,500 E.E.E.
1.10 Mitigation Costs	\$27,500 E.E.E.

E.E.E. means each and every event

Section 2 - Public Liability

6.01 Public Liability	\$10,000,000 E.E.O.
Sub Limits	
6.02 Products Liability	\$10,000,000 A.O.P.I.
6.03 Vibration Weakening or the Removal of Support	\$10,000,000 A.O.P.I.
6.04 Property in Care, Custody and Control	\$50,000 A.O.P.I.

E.E.O. means each and every occurrence

A.O.P.I. means in the aggregate of all occurrences in any one period of insurance

INSURER	PERCENT
AG Australia Limited (AG), ABN 93004727753, AFSL 381686	100.00%

Yours faithfully,

Alex Nercessian

SYDNEY
 PO Box R1789
 Royal Exchange NSW 1225

Tel: (02) 9252 1040
 Fax: (02) 9252 1050

MELBOURNE
 236a Lennox Street
 Richmond VIC 3121

Tel: (03) 9421 6379
 Fax: (03) 8562 9181

BRISBANE
 PO Box 6037
 Upper Mt Gravatt QLD 4122

Tel: (07) 3146 0100
 Fax: (07) 3114 0445

PERTH
 Suite 5, 996 Hay Street
 Perth WA 6000

Tel: (08) 9322 4529

Transaction Ref: 196400





Zurich Business Insurance Certificate of Currency

Locked Bag 2138
North Sydney
NSW, 2059
Telephone: 02 9995 3800
Fax: 02 9995 1034
www.zurich.com.au

This is to certify that the undermentioned policy is current at the time of issue. Subject to the limitations, exclusions, definitions and conditions of the Zurich Australian Insurance Limited policy wording.

Policy Number
033342XZBI

Insured Name
Slab Scan Pty Ltd t/as Slab Scan

Situation
Anywhere in Australia

Interest Insured/Policy Limit(s)
Public and Products Liability Section
General Liability
Limit of Liability \$20,000,000 Any one occurrence
Products Liability
Limit of Liability \$20,000,000 Any one occurrence and in the
Aggregate any one Period of Insurance
and in the Aggregate for all Situations
Property in Physical/Legal control \$250,000

Period of Insurance
From 31/05/2016 at 4.00pm to 31/05/2017 at 4.00pm

Issued
North Sydney, NSW 2059 on June 02, 2016

Zurich Australian Insurance Limited ABN 13 000 298 640, AFS Licence No 232507, 5 Blue Street North Sydney NSW 2060.



icare
workers insurance

CERTIFICATE OF CURRENCY



SLAB SCAN PTY LIMITED
PO Box 4367
NORTH CURL CURL 2099

Date of Letter: 01/07/2016

Dear Sir/Madam,

1. STATEMENT OF COVERAGE

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987*.

This Certificate is valid from 30/06/2016 - 30/06/2017

The information provided in this Certificate of Currency is correct at: 01/07/2016

2. EMPLOYERS INFORMATION

POLICY NUMBER WGB070785471122

LEGAL NAME SLAB SCAN PTY LIMITED

TRADING NAME Slab Scan

ABN 32121603503

TRUST NAME

TRUST ABN

WorkCover Industry Classification Number (WIC)	Industry	Numbers of Workers*	Wages+ / Units
782200	Surveying Services	4	\$464,466.95

* Number of workers includes contractors/deemed workers

* Total wages estimated for the current period

3. IMPORTANT INFORMATION

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirmed that the description of the industry/industries noted is appropriate.

A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours Faithfully,

Duncan Struthers
Team Manager
CGU Workers Compensation (NSW) Limited



"ANNEXURE E"

Common Property Rights By-Law No. 2: By-Law to Authorise Works by the Owner of Lot 82 and Lot 84

1. Definitions

In this by-law:

- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "Exclusive Use Area" means the common property areas reasonably required to be occupied by the Works;
- (c) "Lot" means Lot 82 and Lot 84 in Strata Plan No. 71822;
- (d) "Owner" means the current owner of the Lot and all successors in title;
- (e) "Works" means affixing to the common property a Markilux 5010 Cocoon Cassette coupled folding Arm Awning ("**the Awning**"), with features including:
 - a. 4 bionic tendon arms;
 - b. single piece cover;
 - c. remote control operation;
 - d. a "Nano Anthracite" frame colour;
 - e. a Sunvas 31487 awning colour;
 - f. dimensions of 7,360mm width and a 3,000mm projection of the awning when extended,with the location of the Awning shown by the annotation "Blind #609" on the plan attached, and marked "A"; and
- (f) Any terms that are defined in the *Strata Schemes Management Act 2015* ("**the Act**") have the same meanings as set out in the Act.

2. Works Authorisation, Special Privileges and Exclusive Rights

The Owners Corporation:

- (a) Authorises and approves the erection of the Works by the Owner; and
- (b) Grants to the Owner a right of exclusive use and enjoyment of the Exclusive Use Area.

3. Planning Approvals



The Owner must obtain all necessary approvals from any relevant Authority in relation to the Works and provide copies to the Owners Corporation.

4. Maintenance of the Works

The Owner must, at the Owner's own cost:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair; and
- (b) where necessary, or reasonably required by the Owners Corporation, renew or replace the Works.

5. Maintenance of the Common Property

The Owner must, at the Owner's own cost, properly maintain, and keep in a state of good and serviceable repair, the Exclusive Use Area.

6. Liability for Damage to another Lot or Common Property

The Owner is liable for any damage arising out of the Works to:

- (a) the property of another owner of a lot in Strata Plan No. 71822; and
- (b) the common property; and

the Owner must make good any such damage within a reasonable period of time.

7. Indemnity

The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

8. Breach of this By-Law

If the Owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) rectify that breach;
- (b) enter on any part of the strata scheme including the Lot, by its agents, employees, or contractors, in accordance with the Act for the purpose of rectifying the breach; and
- (c) recover as a debt due and owing from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.



9. Attachments

(a) Attachment A – Annotated Plan



Sheet No. 12 of 13 Sheets

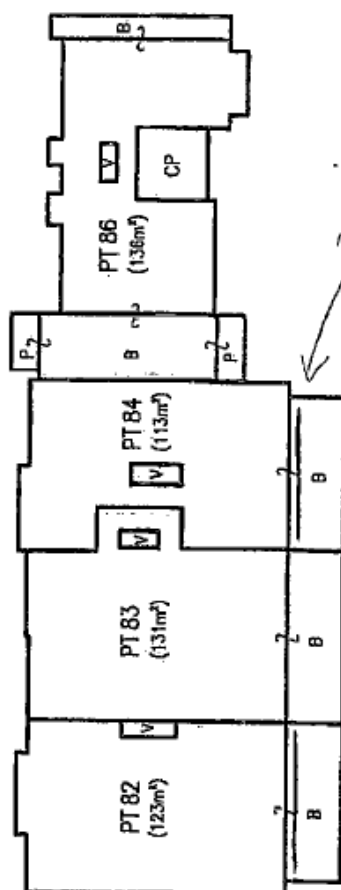
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

THE STRATH OF THE BALCONIES & PLANTERS, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP71822

"Attachment A"



Blind #609

Blind #607

LEVEL 7



DENOTES BALCONY
 DENOTES COMMON PROPERTY
 DENOTES PLANTER
 DENOTES VOID TO LEVEL 6

Reduction Ratio 1 : 200

Lengths are in metres

M. S. Fisher
 Registered Surveyor

Authorised Person/General Practitioner/Approved Surveyor

STANDARD'S REF. : 001015 SP

001015_MOSMAN-CICEROVA_VF.DWG

ANNEXURE "F"

M O S M A N

STRATA SCHEMES MANAGEMENT ACT, 1996

By-laws 1 to 33 (9 pages)

1. NOISE

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. VEHICLES

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

3. OBSTRUCTION OF COMMON PROPERTY

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

4. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5. DAMAGE TO COMMON PROPERTY

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.



- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 5.5 Despite section 62, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot; and
 - (b) repair any damage caused to any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6. BEHAVIOUR OF OWNERS AND OCCUPIERS

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. BEHAVIOUR OF INVITEES

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9. DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. DRYING OF LAUNDRY ITEMS

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

11. CLEANING WINDOWS AND DOORS

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.



12. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- 12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

- 13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Building Manager so as to a representative to be present at the time when the owner or occupier does so.

14. FLOOR COVERINGS

- 14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. GARBAGE DISPOSAL

- 15.1 An owner or occupier of a lot must:
- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed, on each floor through the garbage room located on the common property.
 - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
 - (c) must 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) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (e) must comply with the directions from time to time of the Building Manager as to the manner of disposal of garbage.

16. KEEPING OF ANIMALS

- 16.1 Subject to section 49(4), an owner or occupier of a lot must not keep any animal (except a cat, small dog or small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 16.2 If an owner or occupier keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must:
- (a) notify the Owners Corporation that the animal is kept on the lot; and



21. USE OF CARWASH BAYS

- 21.1 Owners or occupiers may use the carwash bays situated in the common property of the carpark of the Building:
- (a) by prior arrangement with the Owners Corporation; and
 - (b) during the hours nominated by the Owners Corporation.
- 21.2 When using any carwash bay, an owner or occupier must:
- (a) not unreasonably obstruct the use of the carwash bay by other owners and occupiers;
 - (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
 - (c) turn off all taps used; and
 - (d) leave the carwash bay clean and tidy.
- 21.3 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint another person (eg the Building Manager) to perform its functions under this by-law. If the Owners Corporation takes this step, owners and occupiers must comply with the directions of that appointed person.

22. SECURITY GATE

- 22.1 The Owners Corporation is responsible for the maintenance, repair and/or replacement of the Security Gate and keeping it in good working order.
- 22.2 Subject to this by-law and the Easements, every person who is entitled to use the basement carpark in the Building (whether for access or for parking) is entitled to have access via the Security Gate and to be issued with a key to that area.
- 22.3 The Owners Corporation or the Executive Committee, as the case may be, may make rules as it reasonably determines for the use of the basement carpark and control of security and security keys. This includes charging a reasonable fee or bond for the issue of any security keys.

23. CURTAINS

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured pale grey white or beige.

24. PLANTER BOXES ON BALCONIES

- 24.1 Wherever planter boxes are placed on balconies of any lots: the owner or occupier must:
- (a) keep the types of plants approved by the Owners Corporation;
 - (b) properly maintain the soil and plants in the planter box;
 - (c) ensure that water from the planter box does not leak, spill or spray onto another lot or common property;
 - (d) ensure that his or her use of the planter box does not cause any nuisance, hazard or damage to another lot or the common property.



- 24.2 If there is a breach of 24.1, the Owners Corporation may require any owner or occupier to remove, at its own expense, either plants and soil within the planter boxes, or the planter boxes themselves.

25. STRATA MANAGEMENT STATEMENT

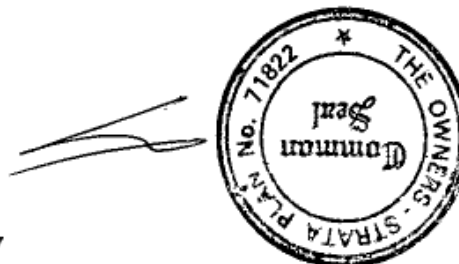
- 25.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the Building, which will govern, among other things the use of the recreational and other Shared Facilities, security procedures for the Building and building management.
- 25.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of these by-laws must be amended to accord with the Strata Management Statement.
- 25.3 If a building manager is appointed to manage the Building or other parts of the development of which the Building forms part, owners and occupiers of lots must comply with the reasonable directions of the building manager in the administration of these by-laws or the Strata Management Statement.

26. LEASING MANAGER

- 26.1 The owner for the time being of Lot 87 (being the manager's office) has the right to conduct a letting service and tenancy management service for residential apartments within the strata scheme and to provide ancillary services.
- 26.2 The owner for the time being of Lot 87 has the right to assign its rights under this by-law to a leasing manager to conduct the business or to consent to the sale or assignment of the business by the leasing manager to another operator.
- 26.3 Any occupant of Lot 87 must however obtain the consent of any relevant authority to the operation of its business and subject to its rights under this by-law and the Strata Management Statement, obey the requirements of the Strata Management Statement, these by-laws and the reasonable direction of the Building Manager appointed under the Strata Management Statement.

27. AIR CONDITIONING IN THE BUILDING

- 27.1 Where air conditioning has been installed in a lot by the Original Owner, the owner of each lot:
- (a) owns the Air Conditioning Equipment installed and located on the roof of the Building and connected to the lot; and
 - (b) has a special privilege to connect to the Air Conditioning Equipment on the common property and to access his or her own Air Conditioning Equipment via the common property for the purposes of maintenance or repair.
- 27.2 Each owner :
- (a) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
 - (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her lot which may be carried out by the Owners Corporation;
 - (c) bears the sole responsibility of insuring any Air Conditioning Equipment;



- (d) make prior arrangement with the Building Manager to gain access to his or her Air Conditioning Equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
- (f) repair damage to common property or the property of another owner or occupier caused by exercising rights or complying with obligations under this by-law or when removing any Air Conditioning Equipment; and
- (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

28. HOT WATER SYSTEMS

- 28.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 28.2 Each owner or occupier must:
- (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (AGL); and
 - (b) give the Owners Corporation access to his or her lot to read any hot water meters located in the lot.
- 28.3 The Owners Corporation must:
- (a) operate, maintain, repair and replace the hot water system; and
 - (b) give owners and occupiers regular accounts for their costs under this by-law.
- 28.4 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
- 28.5 The Owners Corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the Owners Corporation's costs under this by-law. The Owners Corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

29. STRUCTURAL SUPPORT IN THE BUILDING

An owner or occupier 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 written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority 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 the consent authority and the Owners Corporation.



30. AGREEMENT WITH THE BUILDING MANAGER

- 30.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Nuova.
- 30.2 The agreement may have a term that expires no later than 3 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 30.3 The agreement may specify the Building Managers duties, which may include:
- (a) caretaking, supervising and servicing the common property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
 - (d) supervising any Owners Corporation employees or contractors;
 - (e) supervising Nuova generally;
 - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of Nuova; and
 - (g) providing concierge services.
- 30.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of Nuova.
- 30.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
 - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

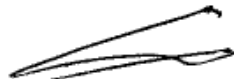
31. DEED WITH MOSMAN COUNCIL

In addition to its powers under the Strata Act or the Management Act, the Owners Corporation has the power to make an agreement with Mosman Council (or to accept the novation of an existing agreement) to prohibit the Owners Corporation from removing or modifying structures in the Building which support roadways or road embankments belonging to Mosman Council.

32. TELECOMMUNICATION LOT

- 32.1 The part of Lot 87 in the Strata Plan situated the roof of the Building may be retained by the Original Owner or its assigns of Lot 87, to be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment and associated services and connections (the **Equipment**). Equipment that may be installed is any equipment allowed by any competent authority, installed in accordance with the approval and requirement of any authority. All costs associated with the installation, maintenance and operation of any

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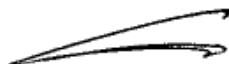


Equipment will be the sole responsibility of the owner of Lot 87 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the Equipment, the additional cost will be the responsibility of the proprietor of Lot 87.

- 32.2 Provided the owner of Lot 87 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of any Equipment and subject to the provisions of the Strata Management Statement, and the by-laws from time to time for the Strata Scheme, neither the Owners Corporation (nor any owner or occupier) can make any objection to the use of the part of Lot 87 as contemplated by this by-law.

33. LOT 87

- 33.1 The owner for the time being of Lot 87 (Owner) has the special privilege to remove part of the common property wall in the basement carpark for the purpose of construction of a driveway through to the adjoining lands to the north that are benefited by the right of carriageway created by the Stratum Instrument.
- 33.2 Any works carried out by the Owner pursuant to the rights granted by this by-law must be carried out at the sole cost of the Owner and may only be carried out after the Owner has first obtained approval for the works from Mosman Council. Any works carried out must be carried out in accordance with the approval. The Owner must provide copies of any approvals to the Owners Corporation.
- 33.3 When carrying out any works, the Owner must make good any damage to the common property or other property, cause as little disturbance as is practically possible and remove any debris.
- 33.4 For the purposes of this by-law the common property wall referred to is that part of the wall on the northern boundary of the parcel on Basement Level 1 and /or 2 that is adjacent to the right of carriageway created by the Stratum Instrument and any adjacent part of the common property necessarily required for the carrying out of the Works.



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BY-LAW 34 - FLOORING

34.1 DEFINITIONS

34.1.1 The following terms are defined to mean:

"Flooring" means the preparation, installation or laying of non-carpeted floor surfaces on the lower boundaries of lots including (but not limited) parquetry, tiles, cork or marble.

"Owners" means each of the lot owners in strata plan 71822.

"Owners Corporation" means the Owners - Strata Plan 71822.

34.1.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words that are attributed under that Act.

34.2 RIGHTS

Subject to the conditions in paragraph 34.3, the Owners will have a special privilege to lay and maintain Flooring on the lower boundaries of their lots.

34.3 CONDITIONS

Maintenance

34.3.1 The Owners must properly maintain and keep the common property to which their Flooring is attached in a state of good and serviceable repair.

34.3.2 The Owners must properly maintain and keep their flooring in a state of good and serviceable repair and must replace their flooring as required from time to time.

Noise

34.3.3 The Owners must ensure that their Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.

34.3.4 The Owners must ensure that all Flooring is covered or otherwise treated to an extent sufficient to prevent the transmission of noise to another lot.

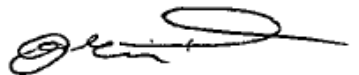
Works

34.3.5 When preparing, installing or laying floor surfaces in lots, the Owners must:

- 1 first obtain the approval of the Owners Corporation in writing before any work is carried out in relation to Flooring;
- 2 only install or lay a type of floor surface that is of a style, design and specification as approved by the executive committee from time to time;
- 3 protect all areas of the building outside their lot from damage when carrying out work in relation to Flooring;
- 4 remove all debris resulting from work in relation to Flooring immediately from the building; and
- 5 comply with the requirements of the Owners Corporation to comply with any other by-laws in relation to the installation or laying of floor surfaces.

Cost of Flooring

34.3.6 The installation, maintenance and repair of the Flooring will be at the cost of the Owners.



CHECKED BY (LTC)



35. Owners Corporation's Delegation To The Strata Committee Of Approval Of Minor Renovations

35.1 Definitions

- 35.1.1 In this by-law "minor renovations" has the same meaning as in section 110(3) of the *Strata Schemes Management Act 2015*.

35.2 Delegation

- 35.2.1 The Owners Corporation delegate to the Strata Committee all of the Owners Corporation's functions under section 110 of the *Strata Schemes Management Act 2015* to approve the owner of a lot in a strata scheme to carry out work for the purposes of minor renovations to common property in connection with the owner's lot.
- 35.2.2 The approval of the Strata Committee may be subject to reasonable conditions imposed by the Strata Committee and cannot be unreasonably withheld by the Strata Committee.

36. Smoke Penetration

- 36.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 36.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.



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Appendix A

SPECIAL BY-LAW

Special By-Law

That by special resolution pursuant to section 47 of the *Strata Schemes Management Act, 1996*, that the Owners Corporation consider adding a Special By Law – Recovery of Costs Incurred

Preamble

This by-law is made under division 3 of the Strata Schemes Management Act 1996 for the control, management and administration of a strata scheme. This by-law is made because of additional administrative expenses being incurred by the Owners Corporation, as a result of requests and inquiries by individual Lot owners, for the benefit of an individual Lot owner, or the non-compliance of requests for access to an individual Lot. The effect of this by-law is to enable an Owners Corporation in certain circumstances, to recover this expense incurred from the lot owner that has caused the expense to originate.

That the Owners of Strata Plan No. 71822 *Specially Resolve*, pursuant to division 3 *Strata Schemes Management Act, 1996*, to make a by-law in the following terms:

A Lot Owner, its agent and or lot occupier jointly and severally are to reimburse the Owners Corporation within 21 days of the date of payment, the amount of any expense incurred by the Owners Corporation predominantly or exclusively for the service, assistance, benefit or advantage of the individual lot. The expense can be incurred either by the Lot owner, its agents, the lot occupier or via third parties. That the strata managing agent is instructed and authorised to reimburse the Owners Corporation by making the appropriate ledger entries to the Lot Owners ledger account. If the Lot owner does not reimburse the Owners Corporation with 21 days for the amount of any expense incurred by the Owners Corporation, then the Owners Corporation is able to file in court and serve on the lot owner, a claim for the recovery of the amount expended by the Owners Corporation including any additional recovery costs.

For the sake of clarity these expenses may include but are not limited to:

- failure of a Lot Owner or the Lot Owners Occupier to provide access to the Lot which had a prearranged access date, causing additional expenses to the Owners Corporation,
- providing a copy of the "Certificate of Insurance",
- attending to Real Estate Agents general requests, questions pertaining to the property if the Lot is up for sale, or
- questions regarding if the scheme has a pet by-law or
- other non-standard by-laws,
- providing copies of by-laws,
- dealings with for sale signs,
- updating tenant details,
- dealing with insurance claims that are not Owners Corporation claims but are still claimable against the Owners Corporation's insurance policy or the Lot owner's policy.
- Attending to the Lot Owner, its agent and or the Lot Occupier to investigate and or rectify building repairs/maintenance purported to be a common property matter when it is not.



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Appendix A

SPECIAL BY-LAW 2

Special By-Law Cracks (Proposed by the Owners Corporation)

That by special resolution pursuant to section 47 of the Strata Schemes Management Act 1996, (the Act) the following change is made to the bylaws applying to the strata scheme and that notification of such be lodged for registration in accordance with sections 48 at the Land and Property Information office.

That the Owners Corporation of Strata Plan 71822 pursuant to section 62(3) in its opinion believes that certain cracks are:

- (a) inappropriate to maintain, renew, replace or repair the property, and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme the following;

Description	Approximate crack width limit	Category
Hairline cracks	< 00.1 mm	0
Fine cracks which do not need repair	< 1.00 mm	1
Cracks noticeable but easily filled – Doors and windows stick slightly	< 5.00 mm	2
Category 0 – the Lot owner will need to repair next time they paint their Lot.		
Category 1 & 2 cracks to walls should be monitored for a period of 12 months. At the end of the monitoring period cracks rated at greater than category 2 should be repaired by the owners' corporation.		



Common Property Rights By-Law No. 1: By-Law to Authorise the Owner of Lot 84 to add to, alter or erect new structures on the common property

1. Definitions

In this by-law:

- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "bathroom and pantry renovations" means demolition and replacement of fixtures and fittings including:
 - i. making a saw-cut in the wall shown on drawing "extract from MPN Structural DWG 8497-10-1" for the new pantry opening;
 - ii. installing lintel to engineer's specifications;
 - iii. timber frame up wall to provide space for walk-in pantry;
 - iv. sheeting to framed wall;
 - v. render patching to brick walls;
 - vi. new sheeting to ceiling, toilet, shower, floor tiles, waterproofing, sinks, cupboards and cabinets;
 - vii. drill two coreholes through the bathroom floor to relocate the toilet and drain for the sink; and
 - viii. electrical fittings, taps, basins, vanity, towel rail and shelving;
- (c) "builder" means Ben Kohonen of Big Build Constructions Pty Ltd ABN 28 159 110 120 Trade Licence # 250103C, Supervisor Cert 660485;
- (d) "engineer's report" means the report prepared by Viktor Mateffy of MPN Group Consulting and Structural Engineers ABN 20 001 568 878 CP Eng, NER (17240);
- (e) "kitchen renovations" means demolition and replacement of fixtures and fittings including:
 - i. Cabinetry;
 - ii. Benchtop;
 - iii. Stove;
 - iv. Oven; and
 - v. Sink;
- (f) "lot" means Lot 84 of Strata Plan No. 71822;
- (g) "owner" means the owner for the time being of the lot, being the current owner and all successors



- (h) "plans" means the plans prepared by mm+j architects ABN 79 153 579 867 dated 22 September 2016
- (i) "Planning Certificate" means Certificate 25452 Planning Certificate Section 149(2) *Environmental Planning & Assessment Act 1979* issued by Mosman Council on 4 November 2016;
- (j) "principal certifying authority" has the same meaning as in the *Environmental Planning and Assessment Act 1997*;
- (k) "slab scan report" means report prepared by Mark Devine of Slab Scan Pty Ltd ABN 32 121 604 503 relating to the two holes to be drilled through the floor of the bathroom dated 20 January 2017
- (l) "Works" means the bathroom and pantry renovations, kitchen renovations and alterations to the lot and adjacent common property described and shown in:
 - i. Report of Viktor Mateffy, Director, MPN Group Consulting Engineers, Structural and Civil, dated 23 September 2016 and attached -
 - a. Extract from MPN Structural DWG 8497-10-1;
 - b. Annotated Drawing No. DD01, Issue B, mm+j architects, 22 September 2016;
 - c. Drawing No. DD02, Issue B, mm+j architects, 22 September 2016;
 - ii. Estimate, Big Build Constructions Pty Ltd (ABN 28 159 110 120), dated 18 December 2016;
 - iii. Slab Scan Pty Ltd (ABN 31 121 603 503), report, job number 22736, dated 20 January 2017;
 - iv. mm+j architects, plans dated 22 September 2016, revision B, drawing number DD01, DD02.

2. Works Authorisation, Special Privileges and Exclusive Rights

The Owners Corporation:

- (a) Authorises the owner to add to the common property, alter the common property, or erect a new structure on the common property for the purpose of carrying out the Works;
- (b) Grants the owner a right of exclusive use and enjoyment of the common property reasonably required to be occupied by the Works.



Upon and subject to the conditions set out in this by-law.

3. The Conditions

3.1 Before the Commencement of the Works

(a) Planning Approvals

Before commencing the Works, the owner must:

- i. obtain all necessary approvals from any relevant Authority and provide copies to the Owners Corporation; and
- ii. provide a final copy of any construction certificate plans stamped by the principal certifying authority to the Owners Corporation.

(b) Insurance Certificates

Before commencing the Works, the owner obtain insurance, and maintain that insurance for the duration of the Works, sufficient to cover:

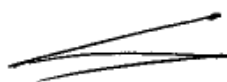
- i. The risk of physical damage in relation to the whole of the site where the Works are to be performed, including the Works, common property and property of other lot owners, occurring in the course of, or by reason of, the Works, of not less than \$10,000,000 in respect of any claim;
- ii. Insurance required under Part 6 of the *Home Building Act 1989*;
- iii. Workers Compensation Insurance as required by law; and

the owner must give the Owners Corporation certificates of currency as proof that all such insurance has been taken out and are current prior to the commencement of Works, and at any other time as requested by the Owners Corporation.

(c) Engineer's Report

Before commencing the Works, the owner must, at the owner's own cost give the Owners Corporation:

- i. a report from a qualified structural engineer certifying that the Works will not affect the structural integrity of the building; and
- ii. a report identifying that the floor has been scanned where any new coreholes are to be cut as part of the Works to identify reinforcement bar locations and any embedded services.



(d) Cost of this By-Law

Before commencing the Works:

- i. the owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law; and
- ii. this by-law must be registered in accordance with section 141 of the *Strata Schemes Management Act 2015* with the Registrar-General.

The Owners Corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs referred to in paragraph 3.1(d)(i) above are paid by the owner.

3.2 During the Works

(a) Quality of the Works

The Works must be carried out in a proper and workmanlike manner utilising only quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors, subcontractors, employees or agents engaged on the Works must be appropriately qualified and licensed under the *Home Building Act 1989* and the identity of each must be provided to the Owners Corporation prior to each commencing work.

(c) Specifications for the Works

The owner must ensure that the Works are carried out and completed in accordance with the drawings, plans and specifications.

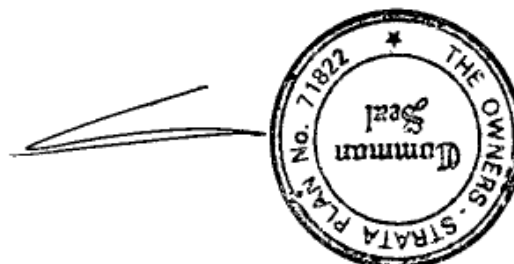
In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works must comply with the Building Code of Australia and any applicable Australian Standard and the law. In the event that there is a conflict the Building Code of Australia shall be applied.

The Works must not be varied without the written consent of the Owners Corporation.

(d) Time for Completion of the Works

The owner must ensure that the Works are done with due diligence and within a reasonable time from the date of commencement

(e) Work Hours



The owner must ensure that the Works are only carried out between the hours permitted by Mosman Council or, if the Council does not prescribe work times, between 8.00 am – 5.00 pm on Monday – Friday

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the Works and that the Works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property

(g) Location of the Works

The Works must be installed entirely on the lot and the common property adjacent to that lot reasonably required to be occupied by the Works and must not encroach upon any other part of the common property or any other lot

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any reasonable direction by the Owners Corporation

(i) Debris

The owner must ensure that any debris associated with the Works that is on common property is removed daily and strictly in accordance with any reasonable directions given by the Owners Corporation

(j) Protection of Building

The owner must protect the common property that is affected by the Works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction is being undertaken

(k) Daily Cleaning

The owner must clean any part of the common property properly affected by the Works on a daily basis and keep all of that common property clean, neat and tidy during the Works

(l) Storage of Building Materials on Common Property

The owner must ensure that no building materials are stored on common property

(m) Times for Operating Noisy Equipment

The owner must ensure that 24 hours' prior notice is given to the Owners Corporation before using any percussion tools or noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place such as in the lifts

(n) Cost of the Works



The owner must pay all costs associated with the Works

3.3 After the Works

(a) Completion Notice

Immediately upon completion of the Works the owner must:

- i. notify the Owners Corporation in writing that the Works have been completed;
- ii. notify the Owners Corporation in writing that any damage to lot and common property caused by the Works have been rectified;
- iii. provide the Owners Corporation with any certification required by an Authority in connection with the Works;
- iv. if required by the Owners Corporation, provide certification from a qualified structural engineer approved by the Owners Corporation that the Works as constructed comply with the terms of this by-law.

(b) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the Works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the Works

(c) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the Works and keep that common property in a state of good and serviceable repair and, where necessary, or reasonably required by the Owners Corporation, renew or replace any fixtures or fittings comprised in that common property

(d) Appearance of the Works

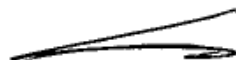
Except to the extent that this by-law may otherwise provide, the Works must have an appearance compatible with the quality of the building

(e) Damage to Lot or Common Property

The owner remains liable for any damage to lot or common property arising out of the Works.

The owner must make good any damage to lot or common property arising out of the Works without a reasonable period of time.

(f) Indemnity



The owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

(g) Floor Coverings

The owner must ensure that any new floor coverings installed during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from those floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom

(h) Compliance with all Laws

The owner must comply with all statutes, by-laws and other laws for the time being in force and which are applicable to the Works (for example, the conditions of Local Council's development consent for the Works).

4. Breach of this By-Law

(a) If the owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- i. rectify that breach
- ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- iii. recover as a debt due from the owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs

(b) Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Attachments

1. Planning Certificate
2. Plans
3. Engineer's Report
4. Slab Scan Report
5. Insurance Certificates of Currency for builder and slab scanner



"Attachment 1"

4 November 2016

Mrs S A Anthony
609/88 Vista St
MOSMAN NSW 2088

**Mosman
COUNCIL**

Mosman Municipal Council
Civic Centre
Mosman Square
PO Box 211
Spit Junction 2088
Telephone 02 9978 4000
Facsimile 02 9978 4132
ABN 94 414 022 639

council@mosman.nsw.gov.au
www.mosman.nsw.gov.au

Certificate 25452

Environmental Planning & Assessment Act 1979

Planning Certificate Section 149(2)

Property: 609/88 Vista Street MOSMAN 2088
Title: LOT: 84 SP: 71822
Parish: Willoughby County: Cumberland

1. The land is affected by the following Local Environmental Plan:

Mosman Local Environmental Plan 2012 - Published on the NSW legislation website on
9/12/2011

Zoning Provisions

2. The effect of the Mosman Local Environmental Plan 2012 is to zone the land:

Zone B2 - Local Centre. Attachment No. B2 sets out the purposes for which development is
permissible without consent, permissible with consent and prohibited.

At the date of this certificate the property is affected by the following prescribed matters:

3. Proposed Local Environmental Plan or Planning Proposal.

Not affected by any draft Local Environmental Plan or Planning Proposal.



Proud to be Mosman
Protecting our Heritage
Planning our Future

Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

4. Complying Development.

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

General Housing Code.

The land is land on which complying development may be carried out under the General Housing Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code.

The land is land on which complying development may be carried out under the Housing Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial Alterations Code.

The land is land on which complying development may be carried out under the Commercial and Industrial Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Subdivisions Code.

The land is land on which complying development may be carried out under the Subdivisions Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code.

The land is land on which complying development may be carried out under the General Development Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code.

The land is land on which complying development may be carried out under the Demolition Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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Section 149 Certificate

Property: 609/88 Vista Street MOSMAN 2088

**Certificate 25452
4 November 2016**

Commercial and Industrial (New Buildings and Additions) Code.

The land is land on which complying development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code.

The land is land on which complying development may be carried out under the Fire Safety Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code.

The Rural Housing Code does not apply to this local government area.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17 (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

5. State Environmental Planning Policies.

AFFECTED by State Environmental Planning Policies and draft State Environmental Planning Policies (See Attachment No.2).

6. Do any Development Standards apply to the Land fixing Minimum Land Dimensions for the Erection of a Dwelling House?

NO - There are no development standards under Mosman Local Environmental Plan 2012 applying to the land fixing dimensions for the erection of a dwelling house.

7. Critical Habitat.

The land does not include or comprise critical habitat.

8. Land Reserved for Acquisition.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Development Control Plans

Mosman Business Centres Development Control Plan dated 29 March 2012 (as amended)

10. Contribution Plan



Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

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4 November 2016

AFFECTED by Mosman Section 94A Development Contributions Plan 2012 (in force from 23 February 2012)

11. Coastal Protection Act 1979

a) The land is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been so notified by the Department of Finance & Services & Innovation.

b) The land is not affected by an order made under Part 4D of the Coastal Protection Act 1979, in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where Council is satisfied that such an order has been fully complied with.

c) Council has not been notified under Section 55X of the Coastal Protection Act 1979, that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

d) The owner (or any previous owner) of the land has not consented in writing to the land being subject to an annual charge 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).

12. Mine Subsidence Compensation Act 1961.

NOT affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

13. Road Widening or Realignment.

NOT affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. The Roads & Maritime Authority may have proposals that are not referred to in this item. For advice about affectation by Roads & Maritime Authority proposals, contact Roads and Maritime Authority.

14. Council and Other Public Authority Policies on Hazard Risk Restrictions.

The land is not affected by a policy;

- i) adopted by the Council, or*
- ii) 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 planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils or any other risks*

The absence of such a policy does not necessarily mean that no such risk exists.

It should be noted that Part 7.5 of the Mosman Business Centres Development Control Plan provides as follows

All development in low lying areas must not have a basement level less than 4m AHD.

15. Flood related development control information.



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Development on the land is not subject to flood related development controls.

16. Matters Arising Under the Contaminated Land Management Act 1997

(a) The land is NOT declared to be significantly contaminated land within the meaning of that Act.

(b) The land is NOT subject to a management order within the meaning of that Act.

(c) The land is NOT the subject of an approved voluntary management proposal within the meaning of that Act.

(d) The land is NOT subject to an ongoing maintenance order within the meaning of that Act.

(e) The land is NOT the subject of a site audit statement within the meaning of that Act.

17. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 1997

The land is NOT affected by an order issued under the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

18. Heritage Item.

DOES NOT contain a listed heritage item under Mosman Local Environmental Plan 2012.

19. Conservation Area.

NOT within a Heritage Conservation Area under Mosman Local Environmental Plan 2012.

20. Bush Fire Prone Land.

The land is not shown as bush fire prone in Council's records.

21. Property Vegetation Plans.

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

22. Orders Under Trees (Disputes Between Neighbours) Act 2006

The land is not subject to an order under the Trees (Disputes Between Neighbours) Act 2006.

23. Directions under Part 3A.

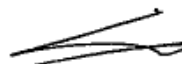
The land is not subject to a direction by the Minister in force under section 75P(2)(c1) of the Act.

24. Conditions affecting seniors housing.

(a) The land is not subject to a site compatibility certificate issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

(b) The land is not subject to a development consent granted pursuant to the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, granted after 11 October 2007.

25. Site compatibility certificates for infrastructure.



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The land is not subject to a site compatibility certificate issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

26. Site compatibility certificates and conditions for affordable rental housing.

- a) *The land is not subject to a site compatibility certificate issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009.*
- b) *The land is not subject to any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of development consent to a development application in respect of the land.*

27. Biobanking Agreements.

The land is not affected by a biobanking agreement entered into under section 127D of the Threatened Species Conservation Act 1995.

Note: While this certificate indicates the zoning of the land, it is suggested the relevant Planning Instrument be inspected at Council's Customer Support Desk to provide an overall view of the area.

Council has made no inspection of the property for the purpose of this certificate. The purchaser should satisfy themselves that there have been no breaches of development consent.

Document Details and References

Certificate Fee: \$53.00

Fee Paid: \$53.00

Receipt Date: 04/11/2016

Receipt No.: 1044917

Applicant's Reference:

Dominic Johnson
GENERAL MANAGER

Per: *[Signature]*

(*[Signature]*)



Attachment B2

Section 149(2) Certificate

Extract from Mosman Local Environmental Plan 2012

Land Use Table

Zone B2 Local Centre	
1 Objectives of zone	<ul style="list-style-type: none"> To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area. To encourage employment opportunities in accessible locations. To maximise public transport patronage and encourage walking and cycling. To enhance the viability, vitality and amenity of the local centres. To maintain active uses at street level with a predominance of retail use. To allow the amalgamation and redevelopment of land in Split Junction. To encourage residential development as part of the mixed use of sites.
2 Permitted without consent	Home occupations.
3 Permitted with consent	Boarding houses; Car parks; Child care centres; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Entertainment facilities; Function centres; Group homes; Home businesses; Hostels; Information and education facilities; Light Industries; Medical centres; Multi dwelling housing; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Self-storage units; Semi-detached dwellings; Service stations; Sex services premises; Shop top housing; Signage; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals
4 Prohibited	Any development not specified in item 2 or 3.

Updated April 2016

Mosman
COUNCIL



Attachment No. 2

Section 149(2) Certificate

Relevant State Environmental Planning Policies

State Environmental Planning Policies (SEPP)

SEPP No. 19 - Bushland in Urban Areas

SEPP No. 21 - Caravan Parks

SEPP No. 30 - Intensive Agriculture

SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)

SEPP No. 33 - Hazardous and Offensive Development

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 62 - Sustainable Aquaculture

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Apartment Development

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

SEPP (State and Regional Development) 2011

Draft State Environmental Planning Policies (Draft SEPP)

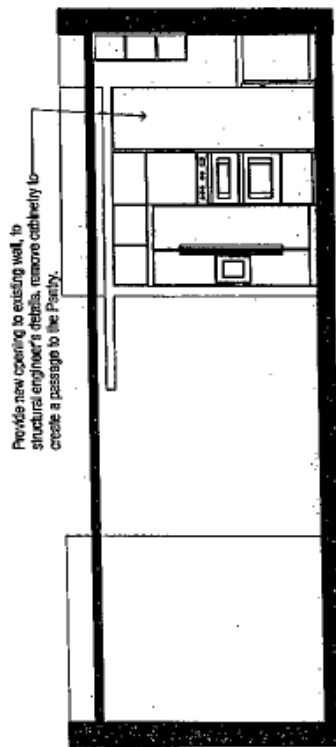
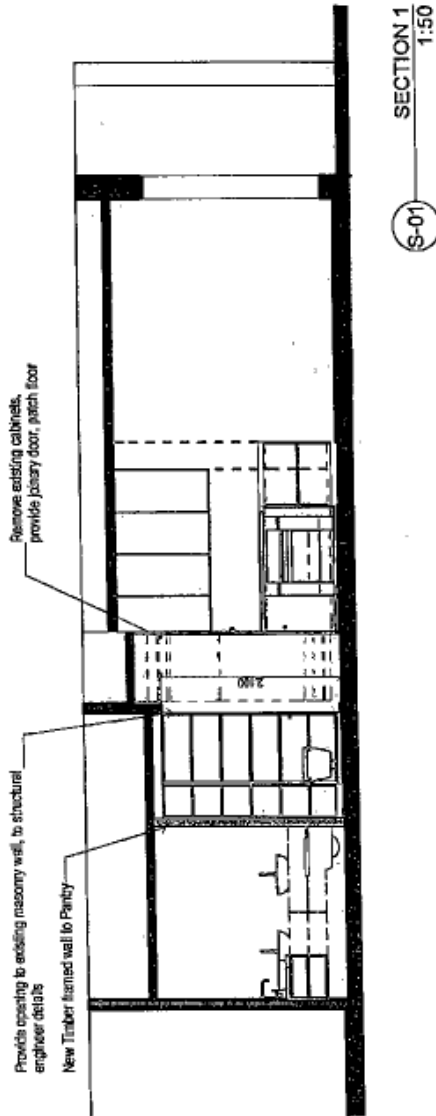
Draft SEPP (Competition) 2010

Draft SEPP (Exempt and Complying Development Codes) Amendment (Housing Code) 2016

Updated June 2016



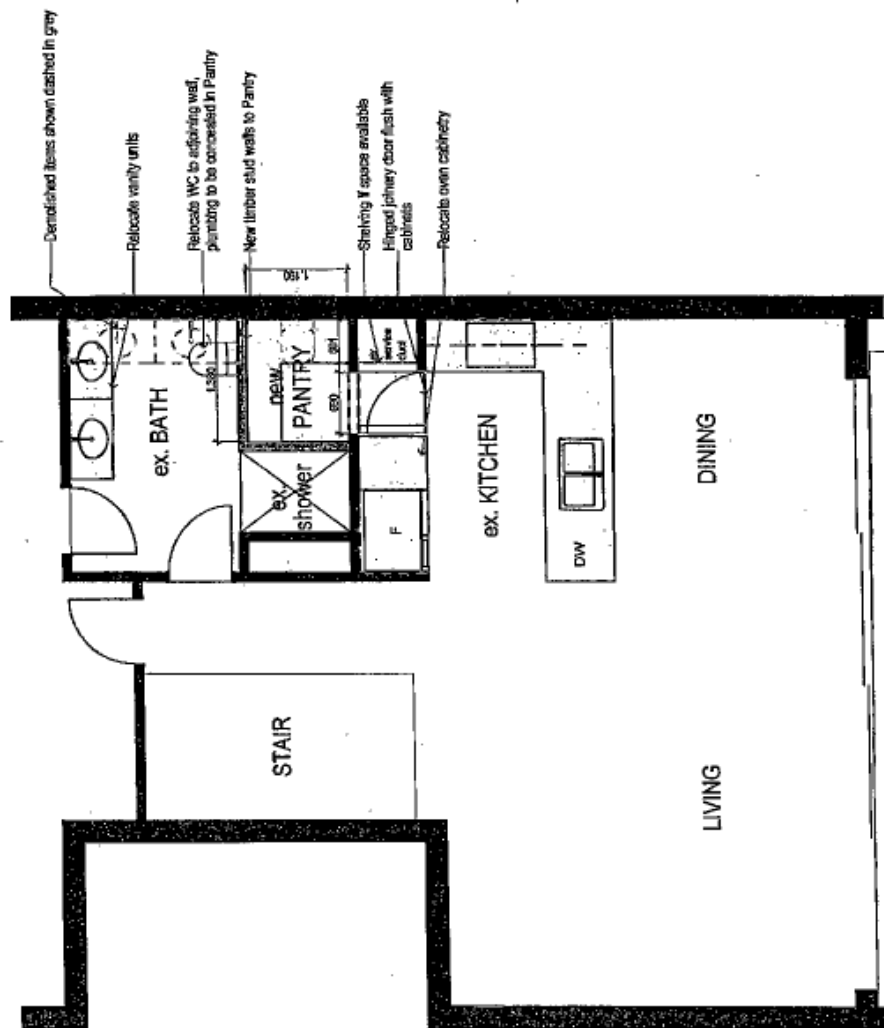
"Attachment 2"



NOTE: CHECK ALL DIMENSIONS ON SITE



PROJECT INFORMATION PROJECT: 60888 VISTA ST MOSMAN 2088 TITLE: SECTIONS DATE: 29/12/2017 DRAWN BY: JAC CHECKED BY: B		SCALE: 1:50 SHEET: 1038 OF: 1038
CLIENT INFORMATION CLIENT: SUE ANTHONY PROJECT: 60888 VISTA ST MOSMAN 2088 TITLE: SECTIONS DATE: 29/12/2017 DRAWN BY: JAC CHECKED BY: B		
DESIGN DEVELOPMENT THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ALL DIMENSIONS TO BE GIVEN FOR CONSTRUCTION. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS SHOWN ON THIS DRAWING.		



FIRST FLOOR PLAN
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



PROJECT: SUITE ANTHONY ADDRESS: 608/88 VISTA ST MOSMAN 2088 TITLE: FIRST FLOOR PLAN DRAWN: 12/10/17 CHECKED: 12/10/17 DATE: 12/10/17 SCALE: 1:50 DRAWING NO: DD01 SHEET: B	
ARCHITECT: mm+u architects 10/11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-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"Attachment 3"

MPN GROUP
CONSULTING ENGINEERS
STRUCTURAL AND CIVIL



VKM:RS
10909-VKM02

23 September 2016

Ms. Sue Anthony
609/88 Vista Street
MOSMAN NSW 2088

E: sueanthony@gmail.com

Dear Ms. Anthony,

**RE: REMOVAL OF MASONRY WALL FOR DOORWAY
FROM UNIT 609 (LOFT LEVEL 7)
AT: 88 VISTA STREET, MOSMAN**

In response to your request we have considered the structural implications of your proposal to remove or alter some of the masonry walls in your Unit 609 on the 7th Floor (Loft level), as shown in the annotated structural part-plan attached.

We have also reviewed our original structural details (MPN project No. 8497 in 2002) for this building which, as expected, shows that the structure consists of a reinforced concrete frame, up to the underside of Level 6, and then the loft and roof-top plantroom floor slabs are supported on load-bearing (masonry) brick walls.

This means that the walls forming the upstairs bathroom are used for load bearing purposes. However, the proposed modest removal of brickwork to create one new door, with the addition of a new steel lintel, as well as the new load-bearing brickwork being added to create the pantry, in our opinion, readily compensates for the loss of brick support.

Care should be exercised in the method of removal of masonry, using minimum impact tools, to avoid crack damage to the walls.

Lateral stability of the building will not be affected by the new brickwork arrangements.

Do not remove any concrete elements without specific approval from a structural engineer.

We do note, however, that the relocation of your toilet and sink (to accommodate the new pantry) may require a new corehole (notionally 100mm maximum diameter). This is structurally permissible at this floor level provided the floor is scanned and marked for reinforcement bar locations (and other embedded services (e.g. power)) so that the position of the corehole may be cut without damage to these embedded elements.



MPN GROUP PTY LIMITED, ABN 20 001 566 878, SYDNEY, LONDON
SYDNEY OFFICE: 213 MILLER STREET, NORTH SYDNEY, NSW 2060
ALL MAIL TO: PO BOX 462, NORTH SYDNEY, NSW 2060
P: (02) 9929 7144 enq@mpn.com.au www.mpn.com.au

DIRECTORS: Viktor Mandry BE(Hons) MEng Sc NER (Struct) George Paul BSc BE(Hons) MEng Sc NER (Struct)
SENIOR ASSOCIATE: Michael Sara BE(Hons) NER (Struct)
ASSOCIATES: Catherine Taylor BE(Hons) MEng Aust Paul Bezkerovally BE(Hons) Michael Hill BE(Hons)





MPN Group Pty Limited warrants to use its best endeavours at all times, but whilst this report is based on a reasonably detailed visual inspection of the areas of the property shown to us, we do not purport to have discovered or seen every hidden defect or structural condition in existence. The inspection has been made without the removal of any parts of the structure and has been limited to areas where reasonable and safe access is available. MPN Group Pty Limited does not offer any responsibility of any loss, however occasioned by structural conditions or defects not discovered or omitted from this report. This report shall not be used for any other purpose other than that for which it was prepared. This report may not be used or relied upon by any other person other than the Client.

We trust the above information is adequate for your present purposes. Please contact us for any further assistance you may require.

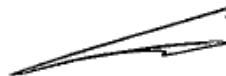
Yours faithfully,
MPN GROUP PTY LIMITED

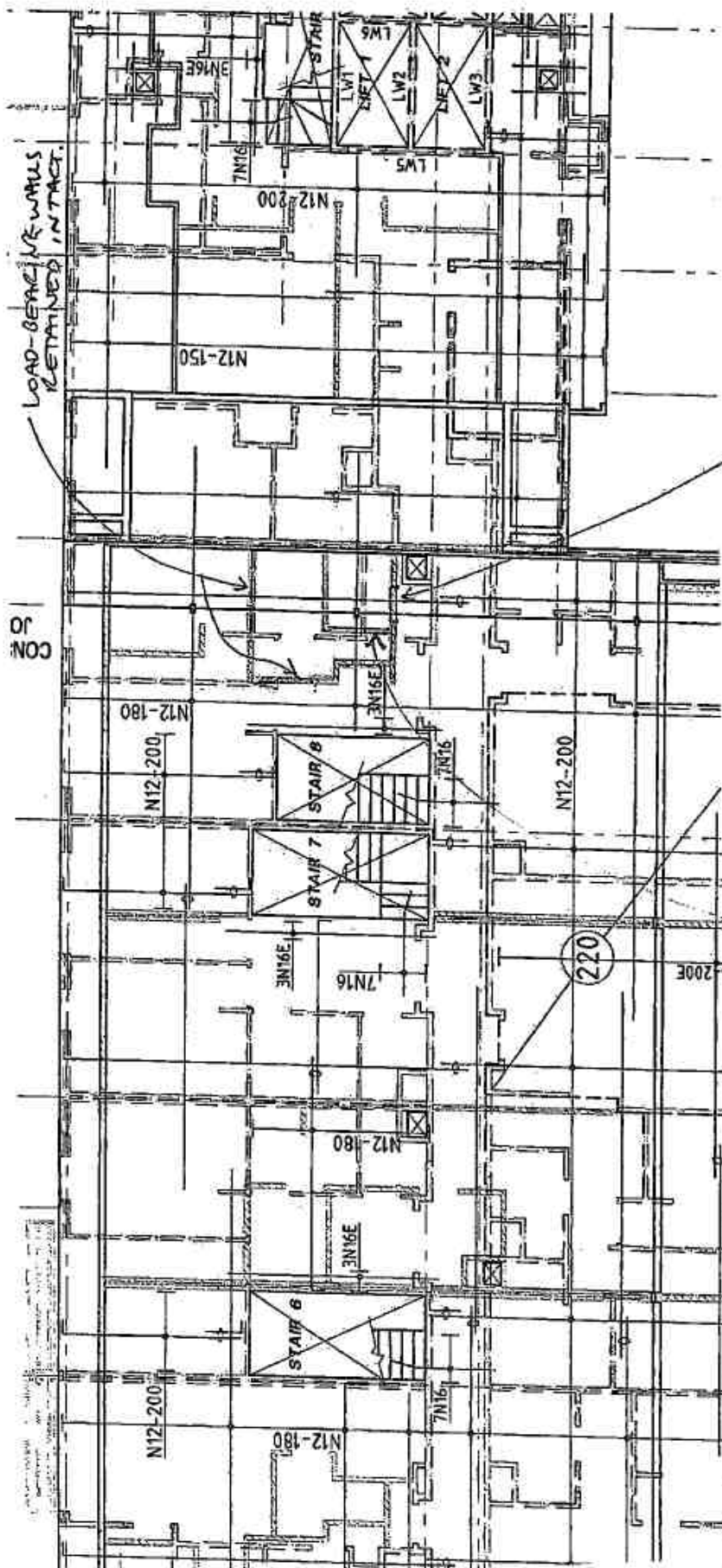
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A handwritten signature in dark ink, appearing to read 'Viktor Mateffy'.

VIKTOR MATEFFY

Director
BE(Hons), MEngSc, MIE(Aust),
CPEng, NER(17240)





Registered Professional Engineer 17240
 Mr Viktor Mateffy
 MIE Aust CP Eng (Structural)
 Signature: [Signature] Date: 29.9.17
 Registered on the Register in the Category of
 Structural
 National Professional Engineers Register



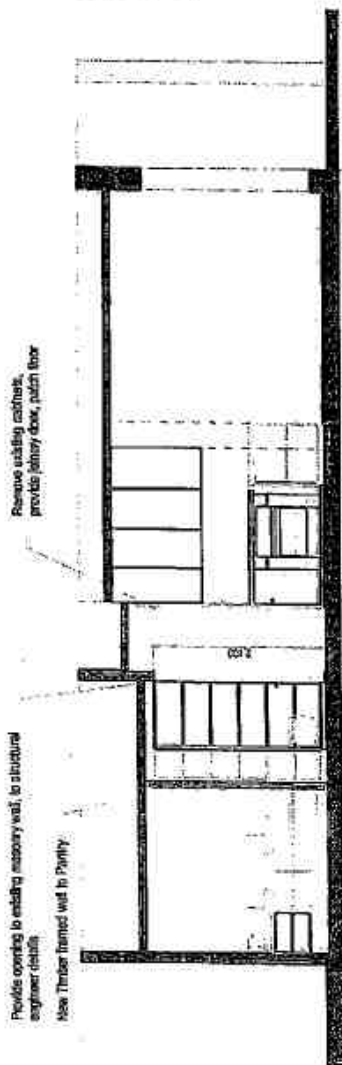
DELETE LOAD BEARING
 WALL AND INSTALL LINTEL
 FOR NEW DOORWAY.
 75x600 LINTEL WITH 125mm
 BEARING EACH END.

NEW TIMBER
 STAIR WALL
 @ PANTRY.

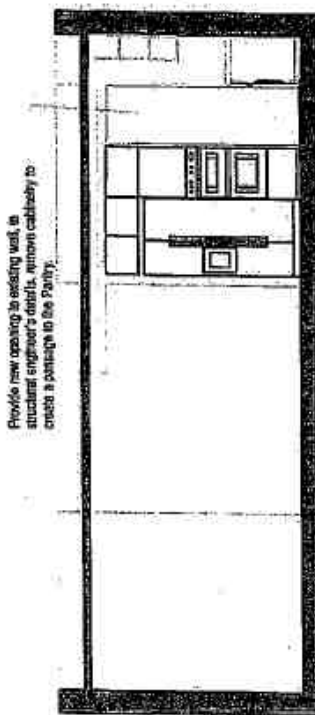
EXTRACT OF MPN STRUCTURAL
 DWG 8497-10-1.

UNIT 609, 88 VISTA ST
 MOSMAN
 23/9/16 [10909]

Registered Professional Engineer 17240
 MR Viktor Prostov
 MIEAust CPEng (Structural) N P E R
 Signature: [Signature] Date: 23.9.16
 Registered on the WPR in the Category of
 Structural Engineering
 National Professional Engineer Registrar



(S-01) SECTION 1
1:50



(S-02) SECTION 2
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



mmj architects
 4/111 ST GEORGE ROAD, NEWCASTLE NSW 1590
 PHONE: 08 158 8888 FAX: 08 158 8889
 EMAIL: info@mmjarchitects.com.au
 WEBSITE: www.mmjarchitects.com.au

CLIENT: 15/15 ST GEORGE ROAD, NEWCASTLE NSW 1590
 PROJECT: 4/111 ST GEORGE ROAD, NEWCASTLE NSW 1590
 DRAWING NO: 15/15 ST GEORGE ROAD, NEWCASTLE NSW 1590
 DATE: 23/09/16
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 DESIGN DEVELOPMENT

DATE: 23/09/16
 SCALE: 1:50
 SHEET NO: DD02
 OF: 2
 TITLE: 4/111 ST GEORGE ROAD, NEWCASTLE NSW 1590

"Attachment 4"



Bookings
 Mark Devine 0488 500 600 mark@slabscan.com.au
 Graham Midgley 0499 800 700 graham@slabscan.com.au
 Cameron Young 0477 800 700 cam@slabscan.com.au
 Nathan Aubrey 0455 800 700 nathan@slabscan.com.au
 Accounts
 Tony O'Gorman 0419 600 500 admin@slabscan.com.au

Slab Scan Pty Ltd, ABN 32 121 603 503
 PO Box 4367, North Curl Curl, NSW, 2099

www.slabsan.com.au

Specialists in structural investigative reporting and GPR scanning to locate post-tensioning, reinforcing, electrical and other services in concrete

JOB NUMBER 22736

Hours 1	km's from GPO -	Order No.	Parking	Date 20-Jan-2017
Company Sue and Steve Anthony			Project Manager	
Job Address 609/88 Vista st mosman			Scanning Operative Mark Devine	
Email			Ground Penetrating Radar Equipment Used GSSI StructureScan Mini 1600MHz Serial A70-651-04	
Time of Scan			Cable Locator Used Radiodetection RD7100 Serial 10/71PI-411	

DETAILS OF SCANNING WORKS CARRIED OUT

Utilise ground penetrating radar (GPR) and power scanning equipment to scan for core holes.

AREAS SCANNED

Bathroom for 2 core holes

RESULTS OF SCAN

The structure is conventionally reinforced in this area. No post tensioning was detected.

Reinforcement locations have been marked on the structure as indicated below:

———— Near face reinforcement
 - - - - - Far face reinforcement

No active power was located close to the proposed works.

IMPORTANT NOTICE DISCLAIMER

CUSTOMER RISK

Drill, core or cut at your own risk

1. A risk was present prior to our engagement. You have engaged us to minimise that risk. Whilst every effort will be made to identify hazards the technology cannot necessarily identify all potential hazards.
2. No representation or warranty is made to the effect that all risk is eliminated.
3. Ground penetrating radar and electronic tracing do not allow us to actually see into the ground or material. Our service is to minimise your risk but we do not promise to eliminate your risk. Any marking or positive results are indicative only and require further visual confirmation.
4. To the extent permissible by law, you release us from any loss or damage caused by us not identifying and locating a potential hazard.
5. We do not and cannot detect communication cables, low voltage wiring and, most importantly, fibre optic cables. Once you have read the above, please sign below as acknowledgement of your understanding of the risks and your acceptance that any loss or damage is not our responsibility. By signing below you also accept our work hours and additional costs.

Site contact name Sue	Site contact phone number 0414996010	Site contact signature
--------------------------	---	----------------------------





JOB NUMBER 22736

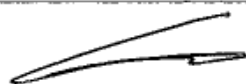
ADDITIONAL INFORMATION





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



"Attachment 5"



MECON Insurance Pty Ltd
A.B.N 29 059 310 904
AFSL 253106

www.mecon.com.au

20 January 2017

Policy Number: AP-41843

CERTIFICATE OF CURRENCY

Dear Sir/Madam

This is to certify that the undermentioned policy is current to the due date shown below.

Type of Insurance: Annual Construction
Insured Name: Big Build Constructions Pty Ltd
Territorial Limit: Within Australia but not north of 25th parallel south
Current Period of Insurance: 20 September 2016 to 20 September 2017 at 4pm local time
Business Details: Construction of new residential dwellings, Alterations/Additions to existing residential dwellings & commercial fitouts

Section 1 - Material Damage

1.02 Maximum Project Value	\$450,000 E.E.E.
1.03 Principal Supplied Materials	\$50,000 E.E.E.
1.04 Existing Structures - First Loss Limit	\$50,000 E.E.E.
1.05 Contractors Plant, Tools and Re-useable Equipment	\$10,000 E.E.E.
1.06 Variations and Escalation	\$100,000 E.E.E.
1.07 Removal of Debris	\$56,000 E.E.E.
1.08 Professional Fees	\$50,000 E.E.E.
1.09 Expediting Costs	\$27,500 E.E.E.
1.10 Mitigation Costs	\$27,500 E.E.E.

E.E.E. means each and every event

Section 2 - Public Liability

6.01 Public Liability	\$10,000,000 E.E.O.
Sub Limits	
6.02 Products Liability	\$10,000,000 A.O.P.I.
6.03 Vibration Weakening or the Removal of Support	\$10,000,000 A.O.P.I.
6.04 Property In Care, Custody and Control	\$50,000 A.O.P.I.

E.E.O. means each and every occurrence

A.O.P.I. means in the aggregate of all occurrences in any one period of insurance

INSURER

AIG Australia Limited (AIG), ABN 93004727753, AFSL 381686

PERCENT

100.00%

Yours faithfully,

Alex Nercessian

SYDNEY
PO Box R1789
Royal Exchange NSW 1225

Tel: (02) 9252 1040
Fax: (02) 9252 1050

MELBOURNE
236a Lennox Street
Richmond VIC 3121

Tel: (03) 9421 6379
Fax: (03) 8562 9181

BRISBANE
PO Box 6037
Upper Mt. Gravatt QLD 4122

Tel: (07) 3146 0100
Fax: (07) 3114 0445

PERTH
Suite 5, 906 Hay Street
Perth WA 6000

Tel: (08) 9322 4529

Transaction Ref: 196400





Zurich Business Insurance Certificate of Currency

Locked Bag 2138
North Sydney
NSW, 2059
Telephone: 02 9995 3800
Fax: 02 9995 1034
www.zurich.com.au

This is to certify that the undermentioned policy is current at the time of issue. Subject to the limitations, exclusions, definitions and conditions of the Zurich Australian Insurance Limited policy wording.

Policy Number

033342XZBI

Insured Name

Slab Scan Pty Ltd t/as Slab Scan

Situation

Anywhere in Australia

Interest Insured/Policy Limit(s)**Public and Products Liability Section****General Liability****Limit of Liability**

\$20,000,000

Any one occurrence

Products Liability**Limit of Liability**

\$20,000,000

Any one occurrence and in the
Aggregate any one Period of Insurance
and in the Aggregate for all Situations

Property in Physical/Legal control

\$250,000

Period of Insurance

From 31/05/2016 at 4.00pm to 31/05/2017 at 4.00pm

Issued

North Sydney, NSW 2059 on June 02, 2016

Zurich Australian Insurance Limited ABN 13 000 298 840, AFS Licence No 232607, 5 Blue Street North Sydney NSW 2060.



icare
workers insurance

CERTIFICATE OF CURRENCY



SLAB SCAN PTY LIMITED
PO Box 4367
NORTH CURL CURL 2099

Date of Letter: 01/07/2016

Dear Sir/Madam,

1. STATEMENT OF COVERAGE

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987*.

This Certificate is valid from 30/06/2016 - 30/06/2017

The information provided in this Certificate of Currency is correct at: 01/07/2016

2. EMPLOYERS INFORMATION

POLICY NUMBER WGB070785471122

LEGAL NAME SLAB SCAN PTY LIMITED

TRADING NAME Slab Scan

ABN 32121603503

TRUST NAME

TRUST ABN

WorkCover Industry Classification Number (WIC)	Industry	Numbers of Workers*	Wages+ / Units
782200	Surveying Services	4	\$464,466.95

* Number of workers includes contractors/deemed workers

+ Total wages estimated for the current period

3. IMPORTANT INFORMATION

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, ie. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirmed that the description of the industry/industries noted is appropriate.

A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours Faithfully,

Duncan Struthers
Team Manager
CGU Workers Compensation (NSW) Limited



Common Property Rights By-Law No. 2: By-Law to Authorise Works by the Owner of Lot 82 and Lot 84

1. Definitions

In this by-law:

- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "Exclusive Use Area" means the common property areas reasonably required to be occupied by the Works;
- (c) "Lot" means Lot 82 and Lot 84 in Strata Plan No. 71822;
- (d) "Owner" means the current owner of the Lot and all successors in title;
- (e) "Works" means affixing to the common property a Markilux 5010 Cocoon Cassette coupled folding Arm Awning ("**the Awning**"), with features including:
 - a. 4 bionic tendon arms;
 - b. single piece cover;
 - c. remote control operation;
 - d. a "Nano Anthracite" frame colour;
 - e. a Sunvas 31487 awning colour;
 - f. dimensions of 7,360mm width and a 3,000mm projection of the awning when extended,with the location of the Awning shown by the annotation "Blind #609" on the plan attached, and marked "A"; and
- (f) Any terms that are defined in the *Strata Schemes Management Act 2015* ("**the Act**") have the same meanings as set out in the Act.

2. Works Authorisation, Special Privileges and Exclusive Rights

The Owners Corporation:

- (a) Authorises and approves the erection of the Works by the Owner; and
- (b) Grants to the Owner a right of exclusive use and enjoyment of the Exclusive Use Area.

3. Planning Approvals



The Owner must obtain all necessary approvals from any relevant Authority in relation to the Works and provide copies to the Owners Corporation.

4. Maintenance of the Works

The Owner must, at the Owner's own cost:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair; and
- (b) where necessary, or reasonably required by the Owners Corporation, renew or replace the Works.

5. Maintenance of the Common Property

The Owner must, at the Owner's own cost, properly maintain, and keep in a state of good and serviceable repair, the Exclusive Use Area.

6. Liability for Damage to another Lot or Common Property

The Owner is liable for any damage arising out of the Works to:

- (a) the property of another owner of a lot in Strata Plan No. 71822; and
- (b) the common property; and

the Owner must make good any such damage within a reasonable period of time.

7. Indemnity

The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

8. Breach of this By-Law

If the Owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) rectify that breach;
- (b) enter on any part of the strata scheme including the Lot, by its agents, employees, or contractors, in accordance with the Act for the purpose of rectifying the breach; and
- (c) recover as a debt due and owing from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

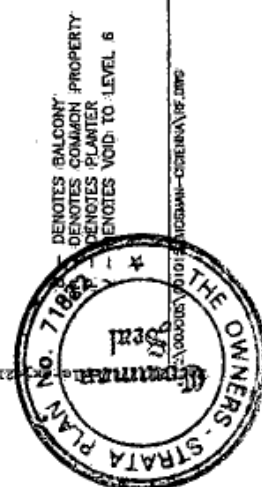
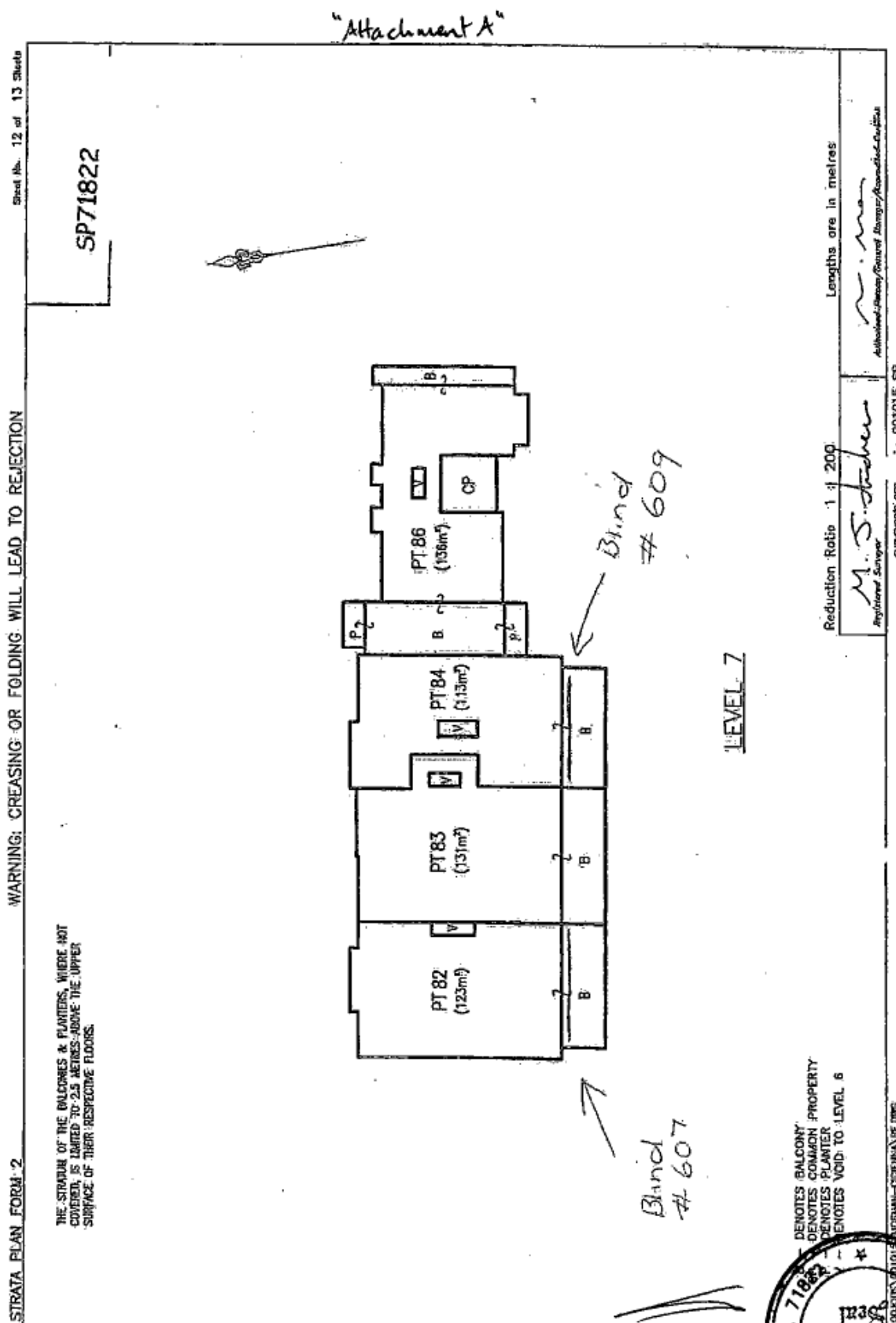
Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.



9. Attachments

(a) Attachment A – Annotated Plan





DICTIONARY

Air Conditioning Equipment means an air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the building constructed at 88-90 Vista Street, Mosman comprising a public swimming pool complex and ancillary facilities (90 Vista Street) and the residential apartment building with basement parking known as Nuova (88 Vista Street).

Building Manager means the person or company appointed to manage the Building under the terms of the Strata Management Statement.

Building Management Committee means the building management committee created pursuant to the Strata Management Statement.

Easements means the easements created by the Stratum Instrument.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Members means the Members as defined in the Strata Management Statement.

Nuova is the residential component within the Building with a street address of 88 Vista Street, Mosman and comprised in strata scheme No.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for Nuova.

Security Gate means the security access gate to the basement carpark of the strata scheme located within the Mosman Council public carpark at the southern boundary of the building (Lot 102 DP1008772) and includes any structure, apparatus or mechanical device forming part of the Security Gate or required for its operation.

Shared Facilities means the Shared Facilities referred to in the Strata Management Statement.

Shops means the two shops within the Building facing the Harbour Street frontage as described in the Strata Management Statement.

Strata Act means the Strata Schemes (Freehold Development) Act, 1973 as amended.

Strata Management Statement means the strata management statement registered with the strata plan in respect of the Building.

Stratum Instrument means the s.88B Instrument registered with deposited plan [#] in respect of the Building.



film with

AM975239

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 71822 was affixed on 11 DECEMBER 2017 in the
presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to
attest the affixing of the seal.

Signature:  Name: LUKE DEENENT Authority: MANAGING AGENT

Signature: Name: Authority:

^{*} Insert appropriate date

^{*} Strike through if inapplicable.

Form: 15CH
Edition: 1705

**CONSOLIDATION/
CHANGE OF BY-LAW**



AQ809000P

New South Wales
Strata Schemes Management Act:
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP71822	
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collection C/- Chambers Russell Lawyers Box GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD201236 skavanagh@chambersrussell.com.au	CODE CH

(C) The Owners-Strata Plan No 71822 certify that a special resolution was passed on 17 August 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. SPECIAL BY-LAW 5

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure.

(G) The seal of The Owners-Strata Plan No. 71822 was affixed on 9 February 2021 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

Authority

Signature

Name

Authority

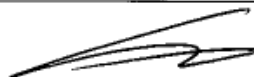


Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 71822

88 Vista Street, Mosman 2088



Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

1 Noise

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property,
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- 5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 5.5 Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot; and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12 Storage of inflammable liquids and other substances and materials

12.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

12.2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Building Manager so as to a representative to be present at the time when the owner or occupier does so.

14 Floor coverings

An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

15 Garbage disposal

- 15.1 An owner or occupier of a lot must:
- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed, on each floor through the garbage room located on the common property.
 - (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
 - (c) must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or oilier containers, completely drained, and
 - (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (e) must comply with the directions from time to time of the Building Manager as to the manner of disposal of garbage.

16 Keeping of animals

- 16.1 Subject to section 49(4), an owner or occupier of a lot must not keep any animal (except a cat, small dog or small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 16.2 If an owner or occupier keeps a cat, small dog or small caged bird on the lot, then the owner or occupier must:
- (a) notify the Owners Corporation that the animal is kept on the lot; and
 - (b) keep the animal within the lot; and
 - (c) carry the animal when it is on the common property; and
 - (d) take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal.

17 Appearance of lot

- 17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as prohibited by by-law 10.
- 17.3 In particular, owners and occupiers must comply with the rules regarding signage contained in the Strata Management Statement.

18 Notice-board

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

19 Change in use of lot to be notified

- 19.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

- 19.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities, these by-laws and the Strata Management Statement.

20 Use of carparking spaces

- 20.1 An Owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking motor vehicles.
- 20.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources may only be used by owners or occupiers for small appliances and on a short-term basis.
- 20.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 20.2.
- 20.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 20.2.

21 Use of carwash bays

- 21.1 Owners or occupiers may use the carwash bays situated in the common property of the carpark of the Building:
- (a) by prior arrangement with the Owners Corporation; and
 - (b) during the hours nominated by the Owners Corporation.
- 21.2 When using any carwash bay, an owner or occupier must:
- (a) not unreasonably obstruct the use of the carwash bay by other owners and occupiers;
 - (b) not leave his or her car parked in the carwash bay for any longer than is reasonably necessary for washing the car;
 - (c) turn off all taps used; and
 - (d) leave the carwash bay clean and tidy.
- 21.3 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint another person (e.g. the Building Manager) to perform its functions under this by-law. If the Owners Corporation takes this step, owners and occupiers must comply with the directions of that appointed person.

22 Security gate

- 22.1 The Owners Corporation is responsible for the maintenance, repair and/or replacement of the Security Gate and keeping it in good working order.
- 22.2 Subject to this by-law and the Easements, every person who is entitled to use the basement carpark in the Building (whether for access or for parking) is entitled to have access via the Security Gate and to be issued with a key to that area.
- 22.3 The Owners Corporation or the Executive Committee, as the case may be, may make rules as it reasonably determines for the use of the basement carpark and control of security and security keys. This includes charging a reasonable fee or bond for the issue of any security keys.

23 Curtains

Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured pale grey white or beige,

24 Planter boxes on balconies

- 24.1 Wherever planter boxes are placed on balconies of any lots: the owner or occupier must:
- (a) keep the types of plants approved by the Owners Corporation;
 - (b) properly maintain the soil and plants in the planter box;
 - (c) ensure that water from the planter box does not leak, spill or spray onto another lot or common property;
 - (d) ensure that his or her use of the planter box does not cause any nuisance, hazard or damage to another lot or the common property.
- 24.2 If there is a breach of 24.1, the Owners Corporation may require any owner or occupier to remove, at its own expense, either plants and soil within the planter boxes, or the planter boxes themselves.

25 Strata Management Statement

- 25.1 In addition to these by-laws an owner or occupier of a lot must comply with the terms of the Strata Management Statement in respect of the Building, which will govern, among other things the use of the recreational and other Shared Facilities, security procedures for the Building and building management.
- 25.2 If there is a conflict between these by-laws and the Strata Management Statement, the terms of these by-laws must be amended to accord with the Strata Management Statement.
- 25.3 If a building manager is appointed to manage the Building or other parts of the development of which the Building forms part, owners and occupiers of lots must comply with the reasonable directions of the building manager in the administration of these by-laws or the Strata Management Statement.

26 Leasing manager

- 26.1 The owner for the time being of Lot 87 (being the manager's office) has the right to conduct a letting service and tenancy management service for residential apartments within the strata scheme and to provide ancillary services.
- 26.2 The owner for the time being of Lot 87 has the right to assign its rights under this by-law to a leasing manager to conduct the business or to consent to the sale or assignment of the business by the leasing manager to another operator.
- 26.3 Any occupant of Lot 87 must however obtain the consent of any relevant authority to the operation of its business and subject to its rights under this by-law and the Strata Management Statement, obey the requirements of the Strata Management Statement, these by-laws and the reasonable direction of the Building Manager appointed under the Strata Management Statement.

27 Air conditioning in the building

- 27.1 Where air conditioning has been installed in a lot by the Original Owner, the owner of each lot:
- (a) owns the Air Conditioning Equipment installed and located on the roof of the Building and connected to the lot; and
 - (b) has a special privilege to connect to the Air Conditioning Equipment on the common property and to access his or her own Air Conditioning Equipment via the common property for the purposes of maintenance or repair.
- 27.2 Each owner:
- (a) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;

- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her lot which may be carried out by the Owners Corporation;
- (c) bears the sole responsibility of insuring any Air Conditioning Equipment;
- (d) make prior arrangement with the Building Manager to gain access to his or her Air Conditioning Equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
- (f) repair damage to common property or the property of another owner or occupier caused by exercising rights or complying with obligations under this by-law or when removing any Air Conditioning Equipment; and
- (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

28 Hot water systems

- 28.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 28.2 Each owner or occupier must:
 - (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that are based on metered readings or pay these accounts direct to AGL Gas Company Limited (AGL); and
 - (b) give the Owners Corporation access to his or her lot to read any hot water meters located in the lot.
- 28.3 The Owners Corporation must:
 - (a) operate, maintain, repair and replace the hot water system; and
 - (b) give owners and occupiers regular accounts for their costs under this by-law.
- 28.4 The Owners Corporation may have agreements with third parties about the operation, maintenance, repair and replacement of the hot water system.
- 28.5 The Owners Corporation may discontinue the hot water service to an owner's lot if the owner or occupier has not paid the Owners Corporation's costs under this by-law. The Owners Corporation does not have to reinstate the hot water service until the owner or occupier pays the cost.

29 Structural support in the building

An owner or occupier 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 written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority 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 the consent authority and the Owners Corporation.

30 Agreement with the building manager

- 30.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for Nuova.
- 30.2 The agreement may have a term that expires no later than 3 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early,

- 30.3 The agreement may specify the Building Managers duties, which may include:
- (a) caretaking, supervising and servicing the common property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
 - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
 - (d) supervising any Owners Corporation employees or contractors;
 - (e) supervising Nuova generally;
 - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of Nuova; and
 - (g) providing concierge services.
- 30.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of Nuova.
- 30.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
 - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

31 Deed with Mosman Council

In addition to its powers under the Strata Act or the Management Act, the Owners Corporation has the power to make an agreement with Mosman Council (or to accept the novation of an existing agreement) to prohibit the Owners Corporation from removing or modifying structures in the Building which support roadways or road embankments belonging to Mosman Council.

32 Telecommunication lot

- 32.1 The part of Lot 87 in the Strata Plan situated the roof of the Building may be retained by the Original Owner or its assigns of Lot 87, to be leased or licensed to a party or parties for the purpose of installing, maintaining and operating telecommunications equipment and associated services and connections (the Equipment). Equipment that may be installed is any equipment allowed by any competent authority, installed in accordance with the approval and requirement of any authority. All costs associated with the installation, maintenance and operation of any Equipment will be the sole responsibility of the owner of Lot 87 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the Equipment, the additional cost will be the responsibility of the proprietor of Lot 87.
- 32.2 Provided the owner of Lot 87 complies with the requirements of any competent authority in relation to the installation, maintenance and operation of any Equipment and subject to the provisions of the Strata Management Statement, and the by-laws from time to time for the Strata Scheme, neither the Owners Corporation (nor any owner or occupier) can make any objection to the use of the part of Lot 87 as contemplated by this by-law.

33 Lot 87

- 33.1 The owner for the time being of Lot 87 (Owner) has the special privilege to remove part of the common property wall in the basement carpark for the purpose of construction of a driveway through to the adjoining lands to the north that are benefited by the right of carriageway created by the Stratum Instrument.

- 33.2 Any works carried out by the Owner pursuant to the rights granted by this by-law must be carried out at the sole cost of the Owner and may only be carried out after the Owner has first obtained approval for the works from Mosman Council. Any works carried out must be carried out in accordance with the approval. The Owner must provide copies of any approvals to the Owners Corporation.
- 33.3 When carrying out any works, the Owner must make good any damage to the common property or other property, cause as little disturbance as is practically possible and remove any debris.
- 33.4 For the purposes of this by-law the common property wall referred to is that part of the wall on the northern boundary of the parcel on Basement Level 1 and /or 2 that is adjacent to the right of carriageway created by the Stratum Instrument and any adjacent part of the common property necessarily required for the carrying out of the Works.

34 Flooring

34.1 Definitions

- 34.1.1 The following terms are defined to mean:

Flooring means the preparation, installation or laying of non-carpeted floor surfaces on the lower boundaries of lots including (but not limited) parquetry, tiles, cork or marble.

Owners means each of the lot owners in strata plan 71822.

Owners Corporation means the Owners - Strata Plan 71822.

- 34.1.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words that are attributed under that Act.

34.2 Rights

Subject to the conditions in paragraph 34.3, the Owners will have a special privilege to lay and maintain Flooring on the lower boundaries of their lots.

34.3 Conditions

Maintenance

- 34.3.1 The Owners must properly maintain and keep the common property to which their Flooring is attached in a state of good and serviceable repair.
- 34.3.2 The Owners must properly maintain and keep their flooring in a state of good and serviceable repair and must replace their flooring as required from time to time.

Noise

- 34.3.3 The Owners must ensure that their Flooring does not transmit noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot.
- 34.3.4 The Owners must ensure that all Flooring is covered or otherwise treated to an extent sufficient to prevent the transmission of noise to another lot.

Works

- 34.3.5 When preparing, installing or laying floor surfaces in lots, the Owners must:
- (a) first obtain the approval of the Owners Corporation in writing before any work is carried out in relation to Flooring;
 - (b) only install or lay a type of floor surface that is of a style, design and specification as approved by the executive committee from time to time;
 - (c) protect all areas of the building outside their lot from damage when carrying out work in relation to Flooring;
 - (d) remove all debris resulting from work in relation to Flooring Immediately from the building; and

- (e) comply with the requirements of the Owners Corporation to comply with any other by-laws in relation to the installation or laying of floor surfaces.

Cost of Flooring

- 34.3.6 The installation, maintenance and repair of the Flooring will be at the cost of the Owners.

35 Owners Corporation's Delegation To The Strata Committee Of Approval Of Minor Renovations

35.1 Definitions

In this by-law "minor renovations" has the same meaning as in section 110(3) of the *Strata Schemes Management Act 2015*.

35.2 Delegation

- (a) The Owners Corporation delegate to the Strata Committee all of the Owners Corporation's functions under section 110 of the Strata Schemes Management Act 2015 to approve the owner of a lot in a strata scheme to carry out work for the purposes of minor renovations to common property in connection with the owner's lot.
- (b) The approval of the Strata Committee may be subject to reasonable conditions imposed by the Strata Committee and cannot be unreasonably withheld by the Strata Committee.

36 Smoke penetration

- 36.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 36.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

| Special by-Law 1 – Recovery of Costs Incurred

Preamble

This by-law is made under division 3 of the Strata Schemes Management Act 1996 for the control, management and administration of a strata scheme. This by-law is made because of additional administrative expenses being incurred by the Owners Corporation, as a result of requests and inquiries by individual Lot owners, for the benefit of an individual Lot owner, or the non-compliance of requests for access to an individual Lot. The effect of this by-law is to enable an Owners Corporation in certain circumstances, to recover this expense incurred from the lot owner that has caused the expense to originate.

That the Owners of Strata Plan No. 71822 Specially Resolve, pursuant to division 3 Strata Schemes Management Act, 1996, to make a by-law in the following terms:

1. A Lot Owner, its agent and or lot occupier jointly and severally are to reimburse the Owners Corporation within 21 days of the date of payment, the amount of any expense incurred by the Owners Corporation predominantly or exclusively for the service, assistance, benefit or advantage of the individual lot. The expense can be incurred either by the Lot owner, its agents, the lot occupier or via third parties. That the strata managing agent is instructed and authorised to reimburse the Owners Corporation by making the appropriate ledger entries to the Lot Owners ledger account. If the Lot owner does not reimburse the Owners Corporation within 21 days for the amount of any expense incurred by the Owners Corporation, then the Owners Corporation is able to file in court and serve on the lot owner, a claim for the recovery of the amount expended by the Owners Corporation including any additional recovery costs.
2. For the sake of clarity these expenses may include but are not limited to:
 - (a) failure of a Lot Owner or the Lot Owners Occupier to provide access to the Lot which had a prearranged access date, causing additional expenses to the Owners Corporation;
 - (b) providing a copy of the "Certificate of Insurance";
 - (c) attending to Real Estate Agents general requests, questions pertaining to the property if the Lot is up for sale;
 - (d) questions regarding if the scheme has a pet by-law;
 - (e) other non-standard by-laws;
 - (f) providing copies of by-laws;
 - (g) dealings with for sale signs;
 - (h) updating tenant details;
 - (i) dealing with insurance claims that are not Owners Corporation claims but are still claimable against the Owners Corporation's insurance policy or the Lot owner's policy; or
 - (j) Attending to the Lot Owner, its agent and or the Lot Occupier to investigate and or rectify building repairs/maintenance purported to be a common property matter when it is not.

Special by-Law 2 – Cracks

That the Owners Corporation of Strata Plan 71822 pursuant to section 62(3) in its opinion believes that certain cracks are:

- (a) inappropriate to maintain, renew, replace or repair the property, and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme the following.

Description	Approximate crack width limit	Category
Hairline cracks	<0.1 mm	0
Fine cracks which do not need repair	<1.00 mm	1
Cracks noticeable but easily filled - Doors and windows stick slightly	<5.00 mm	2
<p>Category 0 - the Lot owner will need to repair next time they paint their Lot.</p> <p>Category 1 & 2 cracks to walls should be monitored for a period of 12 months. At the end of the monitoring period cracks rated at greater than category 2 should be repaired by the owners' corporation.</p>		

Special by-Law 1 – By-Law to Authorise the Owner of Lot 84 to add to, alter or erect new structures on the common property

1. Definitions

In this by-law:

Authority means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;

bathroom and pantry renovations means demolition and replacement of fixtures and fittings including:

- (a) making a saw-cut in the wall shown on drawing "extract from MPN Structural DWG 8497-10-1" for the new pantry opening;
- (b) installing lintel to engineer's specifications;
- (c) timber frame up wall to provide space for walk-in pantry;
- (d) sheeting to framed wall;
- (e) render patching to brick walls;
- (f) new sheeting to ceiling, toilet, shower, floor tiles, waterproofing, sinks, cupboards and cabinets;
- (g) drill two core holes through the bathroom floor to relocate the toilet and drain for the sink; and
- (h) electrical fittings, taps, basins, vanity, towel rail and shelving;

builder means Ben Kohonen of Big Build Constructions Pty Ltd ABN 28 159 110 120 Trade Licence # 250103C, Supervisor Cert 660485;

engineer's report means the report prepared by Viktor Mateffy of MPN Group Consulting and Structural Engineers ABN 20 001 568 878 CP Eng, NER (17240);

kitchen renovations means demolition and replacement of fixtures and fittings including:

- (a) cabinetry;
- (b) benchtop;
- (c) stove;
- (d) oven; and
- (e) sink;

lot means Lot 84 of Strata Plan No. 71822;

owner means the owner for the time being of the lot, being the current owner and all successors

plans means the plans prepared by mm+j architects ABN 79 153 579 867 dated 22 September 2016

Planning Certificate means Certificate 25452 Planning Certificate Section 149(2) Environmental Planning & Assessment Act 1979 issued by Mosman Council on 4 November 2016;

principal certifying authority has the same meaning as in the Environmental Planning and Assessment Act 1997;

slab scan report means report prepared by Mark Devine of Slab Scan Pty Ltd ABN 32 121 604 503 relating to the two holes to be drilled through the floor of the bathroom dated 20 January 2017

Works means the bathroom and pantry renovations, kitchen renovations and alterations to the lot and adjacent common property described and shown in:

- (a) Report of Viktor Mateffy, Director, MPN Group Consulting Engineers, Structural and Civil, dated 23 September 2016 and attached -
 - (i) a. Extract from MPN Structural DWG 8497-10-1;
 - (ii) b. Annotated Drawing No. DD01, Issue B, mm+j architects, 22 September 2016;
 - (iii) c. Drawing No. DD02, Issue B, mm+j architects, 22 September 2016;
- (b) Estimate, Big Build Constructions Pty Ltd (ABN 28 159 110 120), dated 18 December 2016;
- (c) Slab Scan Pty Ltd (ABN 31 121 603 503), report, job number 22736, dated 20 January 2017;
- (d) mm+j architects, plans dated 22 September 2016, revision B, drawing number DD01, DD02.

2. **Works Authorisation, Special Privileges and Exclusive Rights**

The Owners Corporation:

- (a) Authorises the owner to add to the common property, alter the common property, or erect a new structure on the common property for the purpose of carrying out the Works;
- (b) Grants the owner a right of exclusive use and enjoyment of the common property reasonably required to be occupied by the Works.

Upon and subject to the conditions set out in this by-law.

3. The Conditions

3.1 Before the Commencement of the Works

(a) Planning Approvals

Before commencing the Works, the owner must:

- (i) obtain all necessary approvals from any relevant Authority and provide copies to the Owners Corporation; and
- (ii) provide a final copy of any construction certificate plans stamped by the principal certifying authority to the Owners Corporation.

(b) Insurance Certificates

Before commencing the Works, the owner obtain insurance, and maintain that insurance for the duration of the Works, sufficient to cover:

- (i) The risk of physical damage in relation to the whole of the site where the Works are to be performed, including the Works, common property and property of other lot owners, occurring in the course of, or by reason of, the Works, of not less than \$10,000,000 in respect of any claim;
- (ii) Insurance required under Part 6 of the Home Building Act 1989;
- (iii) Workers Compensation Insurance as required by law; and

the owner must give the Owners Corporation certificates of currency as proof that all such insurance has been taken out and are current prior to the commencement of Works, and at any other time as requested by the Owners Corporation.

(c) Engineer's Report

Before commencing the Works, the owner must, at the owner's own cost give the Owners Corporation:

- (i) a report from a qualified structural engineer certifying that the Works will not affect the structural integrity of the building; and
- (ii) a report identifying that the floor has been scanned where any new core holes are to be cut as part of the Works to identify reinforcement bar locations and any embedded services.

(d) Cost of this By-Law

Before commencing the Works:

- (i) the owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of this by-law; and
- (ii) this by-law must be registered in accordance with section 141 of the Strata Schemes Management Act 2015 with the Registrar-General.

The Owners Corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs referred to in paragraph 3.1(d)(i) above are paid by the owner.

3.2 During the Works

(a) Quality of the Works

The Works must be carried out in a proper and workmanlike manner utilising only quality materials which are good and suitable for the purpose for which they are used.

(b) Licensed Contractors

All contractors, subcontractors, employees or agents engaged on the Works must be appropriately qualified and licensed under the Home Building Act 1989 and the

identity of each must be provided to the Owners Corporation prior to each commencing work.

(c) Specifications for the Works

- (i) The owner must ensure that the Works are carried out and completed in accordance with the drawings, plans and specifications.
- (ii) In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works must comply with the Building Code of Australia and any applicable Australian Standard and the law. In the event that there is a conflict the Building Code of Australia shall be applied.
- (iii) The Works must not be varied without the written consent of the Owners Corporation.

(d) Time for Completion of the Works

The owner must ensure that the Works are done with due diligence and within a reasonable time from the date of commencement

(e) Work Hours

The owner must ensure that the Works are only carried out between the hours permitted by Mosman Council or, if the Council does not prescribe work times, between 8.00 am - 5.00 pm on Monday - Friday

(f) Noise and Disturbance

The owner must ensure that minimum disturbance is caused to the common property during the Works and that the Works do not generate any noise that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property

(g) Location of the Works

The Works must be installed entirely on the lot and the common property adjacent to that lot reasonably required to be occupied by the Works and must not encroach upon any other part of the common property or any other lot

(h) Transportation of Construction Equipment

The owner must ensure that all construction materials and equipment are transported in accordance with any reasonable direction by the Owners Corporation

(i) Debris

The owner must ensure that any debris associated with the Works that is on common property is removed daily and strictly in accordance with any reasonable directions given by the Owners Corporation

(j) Protection of Building

The owner must protect the common property that is affected by the Works from damage, dirt, dust and debris and ensure that any such common property, especially the floors and walls leading to the lot, is protected from damage when construction is being undertaken

(k) Daily Cleaning

The owner must clean any part of the common property properly affected by the Works on a daily basis and keep all of that common property clean, neat and tidy during the Works

(l) Storage of Building Materials on Common Property

The owner must ensure that no building materials are stored on common property

(m) Times for Operating Noisy Equipment

The owner must ensure that 24 hours' prior notice is given to the Owners Corporation before using any percussion tools or noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place such as in the lifts

(n) Cost of the Works

The owner must pay all costs associated with the Works

3.3 After the Works

(a) Completion Notice

Immediately upon completion of the Works the owner must:

- (i) notify the Owners Corporation in writing that the Works have been completed;
- (ii) notify the Owners Corporation in writing that any damage to lot and common property caused by the Works have been rectified;
- (iii) provide the Owners Corporation with any certification required by an Authority in connection with the Works;
- (iv) if required by the Owners Corporation, provide certification from a qualified structural engineer approved by the Owners Corporation that the Works as constructed comply with the terms of this by-law.

(b) Maintenance of the Works

The owner must, at the owner's own cost, properly maintain the Works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the Works

(c) Maintenance of the Common Property

The owner must, at the owner's own cost, properly maintain the common property occupied by the Works and keep that common property in a state of good and serviceable repair and, where necessary, or reasonably required by the Owners Corporation, renew or replace any fixtures or fittings comprised in that common property

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the Works must have an appearance compatible with the quality of the building

(e) Damage to Lot or Common Property

- (i) The owner remains liable for any damage to lot or common property arising out of the Works.
- (ii) The owner must make good any damage to lot or common property arising out of the Works without a reasonable period of time.

(f) Indemnity

The owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

(g) Floor Coverings

The owner must ensure that any new floor coverings installed during the Works are covered or otherwise treated to an extent sufficient to prevent the transmission from those floor coverings of noise likely to disturb the peaceful enjoyment of the

owner or occupier of another lot. This clause does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom

(h) Compliance with all Laws

The owner must comply with all statutes, by-laws and other laws for the time being in force and which are applicable to the Works (for example, the conditions of Local Council's development consent for the Works).

4. Breach of this By-Law

(a) If the owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (i) rectify that breach;
- (ii) ii. enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach; and
- (iii) iii. recover as a debt due from the owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

(b) Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

Attachments

1. Planning Certificate
2. Plans
3. Engineer's Report
4. Slab Scan Report
5. Insurance Certificates of Currency for builder and slab scanner

Attachment 1

"Attachment 1"

4 November 2016

Mrs S A Anthony
609/88 Vista St
MOSMAN NSW 2088

**Mosman
COUNCIL**

Mosman Municipal Council
City Centre
Mosman Square
PO Box 211
Spit Junction 2088
Telephone 02 9578 4000
Facsimile 02 9578 4132
ABN 94 414 022 939

council@mosman.nsw.gov.au
www.mosman.nsw.gov.au

Certificate 25452

Environmental Planning & Assessment Act 1979

Planning Certificate Section 149(2)

Property: 609/88 Vista Street MOSMAN 2088
Title: LOT: 84 SP: 71822
Parish: Willoughby **County:** Cumberland

1. The land is affected by the following Local Environmental Plan:

Mosman Local Environmental Plan 2012 - Published on the NSW legislation website on 9/12/2011

Zoning Provisions

2. The effect of the Mosman Local Environmental Plan 2012 is to zone the land:

Zone B2 - Local Centre. Attachment No. B2 sets out the purposes for which development is permissible without consent, permissible with consent and prohibited.

At the date of this certificate the property is affected by the following prescribed matters:

3. Proposed Local Environmental Plan or Planning Proposal.

Not affected by any draft Local Environmental Plan or Planning Proposal.



Proud to be Mosman
Protecting our Heritage
Planning our Future

Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

4. Complying Development.

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

General Housing Code.

The land is land on which complying development may be carried out under the General Housing Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code.

The land is land on which complying development may be carried out under the Housing Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial Alterations Code.

The land is land on which complying development may be carried out under the Commercial and Industrial Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Subdivisions Code.

The land is land on which complying development may be carried out under the Subdivisions Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code.

The land is land on which complying development may be carried out under the General Development Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code.

The land is land on which complying development may be carried out under the Demolition Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

Commercial and Industrial (New Buildings and Additions) Code.

The land is land on which complying development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code.

The land is land on which complying development may be carried out under the Fire Safety Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code.

The Rural Housing Code does not apply to this local government area.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17 (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

5. State Environmental Planning Policies.

AFFECTED by State Environmental Planning Policies and draft State Environmental Planning Policies (See Attachment No.2).

6. Do any Development Standards apply to the Land fixing Minimum Land Dimensions for the Erection of a Dwelling House?

NO - There are no development standards under Mosman Local Environmental Plan 2012 applying to the land fixing dimensions for the erection of a dwelling house.

7. Critical Habitat.

The land does not include or comprise critical habitat.

8. Land Reserved for Acquisition.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Development Control Plans

Mosman Business Centres Development Control Plan dated 29 March 2012 (as amended)

10. Contribution Plan

Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

AFFECTED by Mosman Section 94A Development Contributions Plan 2012 (in force from 23 February 2012)

11. Coastal Protection Act 1979

a) The land is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been so notified by the Department of Finance & Services & Innovation.

b) The land is not affected by an order made under Part 4D of the Coastal Protection Act 1979, in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where Council is satisfied that such an order has been fully complied with.

c) Council has not been notified under Section 55X of the Coastal Protection Act 1979, that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

d) The owner (or any previous owner) of the land has not consented in writing to the land being subject to an annual charge 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).

12. Mine Subsidence Compensation Act 1961.

NOT affected by Section 15 of the Mine Subsidence Compensation Act 1961, proclaiming land to be a mine subsidence district.

13. Road Widening or Realignment.

NOT affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. The Roads & Maritime Authority may have proposals that are not referred to in this item. For advice about affectation by Roads & Maritime Authority proposals, contact Roads and Maritime Authority.

14. Council and Other Public Authority Policies on Hazard Risk Restrictions.

The land is not affected by a policy;

i) adopted by the Council, or

ii) 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 planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils or any other risks

The absence of such a policy does not necessarily mean that no such risk exists.

It should be noted that Part 7.5 of the Mosman Business Centres Development Control Plan provides as follows

All development in low lying areas must not have a basement level less than 4m AHD.

15. Flood related development control information.

Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

Development on the land is not subject to flood related development controls.

16. Matters Arising Under the Contaminated Land Management Act 1997

(a) The land is NOT declared to be significantly contaminated land within the meaning of that Act.

(b) The land is NOT subject to a management order within the meaning of that Act.

(c) The land is NOT the subject of an approved voluntary management proposal within the meaning of that Act.

(d) The land is NOT subject to an ongoing maintenance order within the meaning of that Act.

(e) The land is NOT the subject of a site audit statement within the meaning of that Act.

17. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 1997

The land is NOT effected by an order issued under the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

18. Heritage Item.

DOES NOT contain a listed heritage item under Mosman Local Environmental Plan 2012.

19. Conservation Area.

NOT Within a Heritage Conservation Area under Mosman Local Environmental Plan 2012.

20. Bush Fire Prone Land.

The land is not shown as bush fire prone in Council's records.

21. Property Vegetation Plans.

The land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

22. Orders Under Trees (Disputes Between Neighbours) Act 2006

The land is not subject to an order under the Trees (Disputes Between Neighbours) Act 2006.

23. Directions under Part 3A.

The land is not subject to a direction by the Minister in force under section 76P(2)(c1) of the Act.

24. Conditions affecting seniors housing.

(a) The land is not subject to a site compatibility certificate issued under clause 25 of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

(b) The land is not subject to a development consent granted pursuant to the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, granted after 11 October 2007.

25. Site compatibility certificates for infrastructure.



Section 149 Certificate
Property: 609/88 Vista Street MOSMAN 2088

Certificate 25452
4 November 2016

The land is not subject to a site compatibility certificate issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007.

26. Site compatibility certificates and conditions for affordable rental housing.

- a) *The land is not subject to a site compatibility certificate issued under clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009.*
- b) *The land is not subject to any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of development consent to a development application in respect of the land.*

27. Biobanking Agreements.

The land is not affected by a biobanking agreement entered into under section 127D of the Threatened Species Conservation Act 1995.

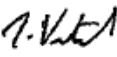
Note: While this certificate indicates the zoning of the land, it is suggested the relevant Planning Instrument be inspected at Council's Customer Support Desk to provide an overall view of the area.

Council has made no inspection of the property for the purpose of this certificate. The purchaser should satisfy themselves that there have been no breaches of development consent.

Document Details and References

Certificate Fee: \$53.00			
Fee Paid: \$53.00	Receipt Date: 04/11/2016	Receipt No.: 1044917	
Applicant's Reference:			

Dominic Johnson
GENERAL MANAGER

Per: 
(D. Johnson)

Attachment B2

Section 149(2) Certificate

Extract from Mosman Local Environmental Plan 2012

Land Use Table

Zone B2 Local Centre	
1 Objectives of zone	<ul style="list-style-type: none"> To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area. To encourage employment opportunities in accessible locations. To maximise public transport patronage and encourage walking and cycling. To enhance the viability, vitality and amenity of the local centres. To maintain active uses at street level with a predominance of retail use. To allow the amalgamation and redevelopment of land in Spit Junction. To encourage residential development as part of the mixed use of sites.
2 Permitted without consent	Home occupations.
3 Permitted with consent	Boarding houses; Car parks; Child care centres; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Entertainment facilities; Function centres; Group homes; Home businesses; Hostels; Information and education facilities; Light Industries; Medical centres; Multi dwelling housing; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Self-storage units; Semi-detached dwellings; Service stations; Sex services premises; Shop top housing; Signage; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals
4 Prohibited	Any development not specified in item 2 or 3.

Updated April 2016



Attachment No. 2

Section 149(2) Certificate

Relevant State Environmental Planning Policies

State Environmental Planning Policies (SEPP)

SEPP No. 19 - Bushland in Urban Areas

SEPP No. 21 - Caravan Parks

SEPP No. 30 - Intensive Agriculture

SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)

SEPP No. 33 - Hazardous and Offensive Development

SEPP No. 50 - Canal Estate Development

SEPP No. 55 - Remediation of Land

SEPP No. 62 - Sustainable Aquaculture

SEPP No. 64 - Advertising and Signage

SEPP No. 65 - Design Quality of Residential Apartment Development

SEPP (Housing for Seniors or People with a Disability) 2004

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

SEPP (State and Regional Development) 2011

Draft State Environmental Planning Policies (Draft SEPP)

Draft SEPP (Competition) 2010

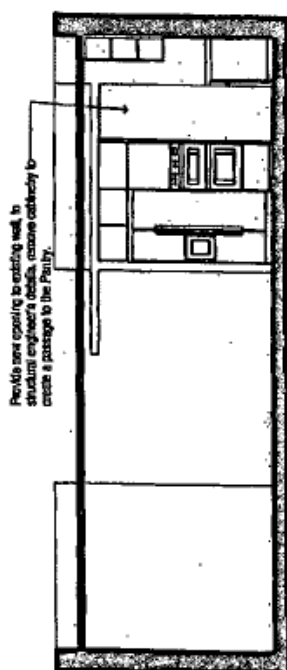
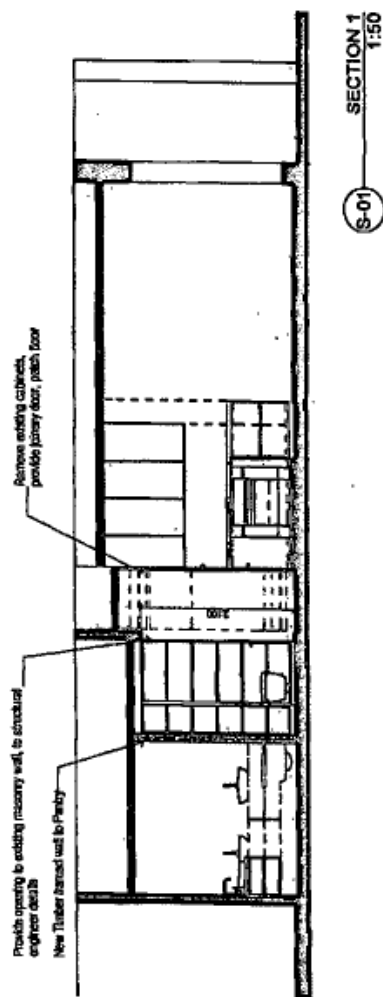
Draft SEPP (Exempt and Complying Development Codes) Amendment (Housing Code) 2016

Updated June 2016



Attachment 2

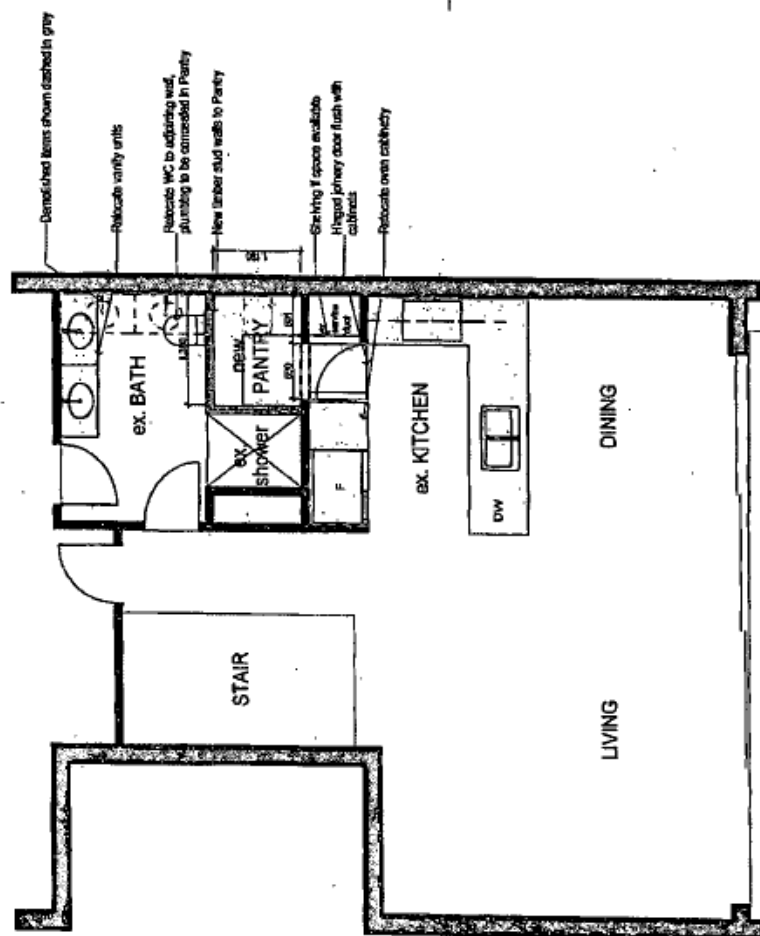
Attachment 2



NOTE: CHECK ALL DIMENSIONS ON SITE



NAME: BLUE ANTHONY PROJECT: ATTACHED TO ADJUTANT 608/88 MATA ST MCKINNA 2025 TYPE: SECTIONS DATE: 18/05/2025 SCALE: B	
mtd ARCHITECTS 10/11, 10-12 STANLEY ST, MACKAY QLD 4740 08 4741 1111	
NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 NO. 6 NO. 7 NO. 8 NO. 9 NO. 10 NO. 11 NO. 12 NO. 13 NO. 14 NO. 15 NO. 16 NO. 17 NO. 18 NO. 19 NO. 20 NO. 21 NO. 22 NO. 23 NO. 24 NO. 25 NO. 26 NO. 27 NO. 28 NO. 29 NO. 30 NO. 31 NO. 32 NO. 33 NO. 34 NO. 35 NO. 36 NO. 37 NO. 38 NO. 39 NO. 40 NO. 41 NO. 42 NO. 43 NO. 44 NO. 45 NO. 46 NO. 47 NO. 48 NO. 49 NO. 50 NO. 51 NO. 52 NO. 53 NO. 54 NO. 55 NO. 56 NO. 57 NO. 58 NO. 59 NO. 60 NO. 61 NO. 62 NO. 63 NO. 64 NO. 65 NO. 66 NO. 67 NO. 68 NO. 69 NO. 70 NO. 71 NO. 72 NO. 73 NO. 74 NO. 75 NO. 76 NO. 77 NO. 78 NO. 79 NO. 80 NO. 81 NO. 82 NO. 83 NO. 84 NO. 85 NO. 86 NO. 87 NO. 88 NO. 89 NO. 90 NO. 91 NO. 92 NO. 93 NO. 94 NO. 95 NO. 96 NO. 97 NO. 98 NO. 99 NO. 100	NO. 1 NO. 2 NO. 3 NO. 4 NO. 5 NO. 6 NO. 7 NO. 8 NO. 9 NO. 10 NO. 11 NO. 12 NO. 13 NO. 14 NO. 15 NO. 16 NO. 17 NO. 18 NO. 19 NO. 20 NO. 21 NO. 22 NO. 23 NO. 24 NO. 25 NO. 26 NO. 27 NO. 28 NO. 29 NO. 30 NO. 31 NO. 32 NO. 33 NO. 34 NO. 35 NO. 36 NO. 37 NO. 38 NO. 39 NO. 40 NO. 41 NO. 42 NO. 43 NO. 44 NO. 45 NO. 46 NO. 47 NO. 48 NO. 49 NO. 50 NO. 51 NO. 52 NO. 53 NO. 54 NO. 55 NO. 56 NO. 57 NO. 58 NO. 59 NO. 60 NO. 61 NO. 62 NO. 63 NO. 64 NO. 65 NO. 66 NO. 67 NO. 68 NO. 69 NO. 70 NO. 71 NO. 72 NO. 73 NO. 74 NO. 75 NO. 76 NO. 77 NO. 78 NO. 79 NO. 80 NO. 81 NO. 82 NO. 83 NO. 84 NO. 85 NO. 86 NO. 87 NO. 88 NO. 89 NO. 90 NO. 91 NO. 92 NO. 93 NO. 94 NO. 95 NO. 96 NO. 97 NO. 98 NO. 99 NO. 100



FIRST FLOOR PLAN
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



<p>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.</p> <p>DESIGNED BY: [Signature]</p>		<p>DATE: 22/02/2021</p> <p>SCALE: 1:50</p> <p>PROJECT: 1539</p>	<p>DD01</p> <p>REC B</p>
<p>CLIENT: GUY ANTHONY</p> <p>PROJECT: ALTERNATIVE TO ANTI-TRUMP</p> <p>ADDRESS: 60000 VISTA ST MOSMAN 2008</p> <p>TITLE: FIRST FLOOR PLAN</p>		<p>ARCHITECT: [Logo]</p> <p>10/10-10/10 STATION RD, MOSMAN NSW 2008</p> <p>Phone: 02 9550 1000 Email: info@vivid-architects.com.au</p>	

Attachment 3

"Attachment 3"

MPN GROUP
CONSULTING ENGINEERS
STRUCTURAL AND CIVIL



VKM:RS
10909-VKM02

23 September 2016

Ms. Sue Anthony
609/88 Vista Street
MOSMAN NSW 2088

E: sueanthony@gmail.com

Dear Ms. Anthony,

**RE: REMOVAL OF MASONRY WALL FOR DOORWAY
FROM UNIT 609 (LOFT LEVEL 7)
AT: 88 VISTA STREET, MOSMAN**

In response to your request we have considered the structural implications of your proposal to remove or alter some of the masonry walls in your Unit 609 on the 7th Floor (Loft level), as shown in the annotated structural part-plan attached.

We have also reviewed our original structural details (MPN project No. 8497 in 2002) for this building which, as expected, shows that the structure consists of a reinforced concrete frame, up to the underside of Level 6, and then the loft and roof-top plantroom floor slabs are supported on load-bearing (masonry) brick walls.

This means that the walls forming the upstairs bathroom are used for load bearing purposes. However, the proposed modest removal of brickwork to create one new door, with the addition of a new steel lintel, as well as the new load-bearing brickwork being added to create the pantry, in our opinion, readily compensates for the loss of brick support.

Care should be exercised in the method of removal of masonry, using minimum impact tools, to avoid crack damage to the walls.

Lateral stability of the building will not be affected by the new brickwork arrangements.

Do not remove any concrete elements without specific approval from a structural engineer.

We do note, however, that the relocation of your toilet and sink (to accommodate the new pantry) may require a new corehole (nominally 100mm maximum diameter). This is structurally permissible at this floor level provided the floor is scanned and marked for reinforcement bar locations (and other embedded services (e.g. power)) so that the position of the corehole may be cut without damage to these embedded elements.



MPN GROUP PTY LIMITED ABN 29 001 583 878 SYDNEY LONDON
SYDNEY OFFICE: 213 MILLER STREET NORTH SYDNEY NSW 2060
ALL MAIL TO: PO BOX 462 NORTH SYDNEY NSW 2060
P: (02) 9520 7144 enquiries@mpn.com.au www.mpn.com.au

DIRECTORS: Victor Maddy BE(Hons) MEng Sc NER (Struct) George Paul BSu BE(Hons) MEng Sc NER (Struct)
SENIOR ASSOCIATE: Michael Sara BE(Hons) NER (Struct)
ASSOCIATES: Catherine Taylor BU(Hons) MEng Aust Paul Buckenmeyer BE(Hons) Michael HM BE(Hons)





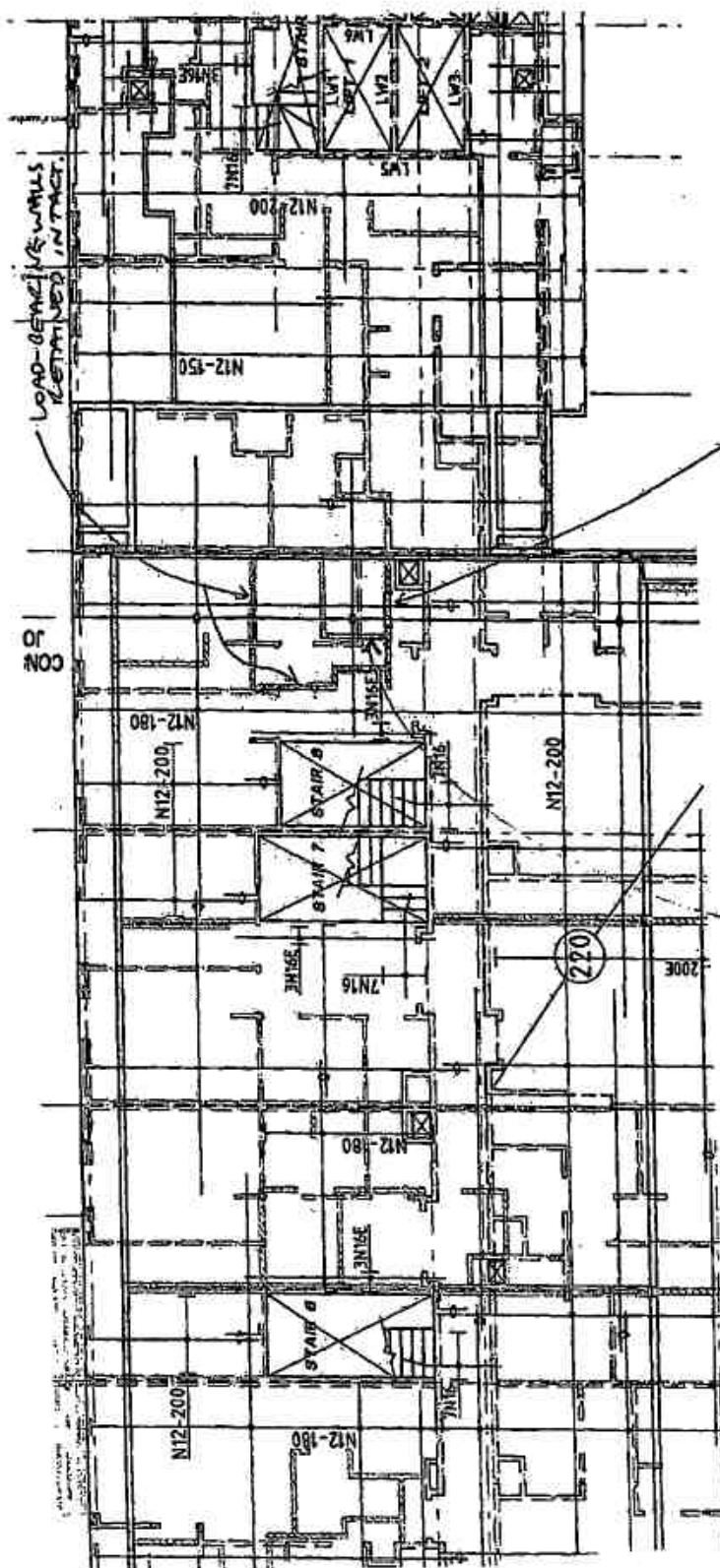
MPN Group Pty Limited warrants to use its best endeavours at all times, but whilst this report is based on a reasonably detailed visual inspection of the areas of the property shown to us, we do not purport to have discovered or seen every hidden defect or structural condition in existence. The inspection has been made without the removal of any parts of the structure and has been limited to areas where reasonable and safe access is available. MPN Group Pty Limited does not offer any responsibility of any loss, however occasioned by structural conditions or defects not discovered or omitted from this report. This report shall not be used for any other purpose other than that for which it was prepared. This report may not be used or relied upon by any other person other than the Client.

We trust the above information is adequate for your present purposes. Please contact us for any further assistance you may require.

Yours faithfully,
MPN GROUP PTY LIMITED

pp 

VIKTOR MATEFFY
Director
BE(Hons), MEngSc, MIE(Aust),
CPEng, NER(17240)



DELETE LOAD-BEARING
 WALL AND INSTALL Lintel
 FOR NEW DOORWAY.
 TS&G EA Lintel WITH 125mm
 BEARING EACH END.

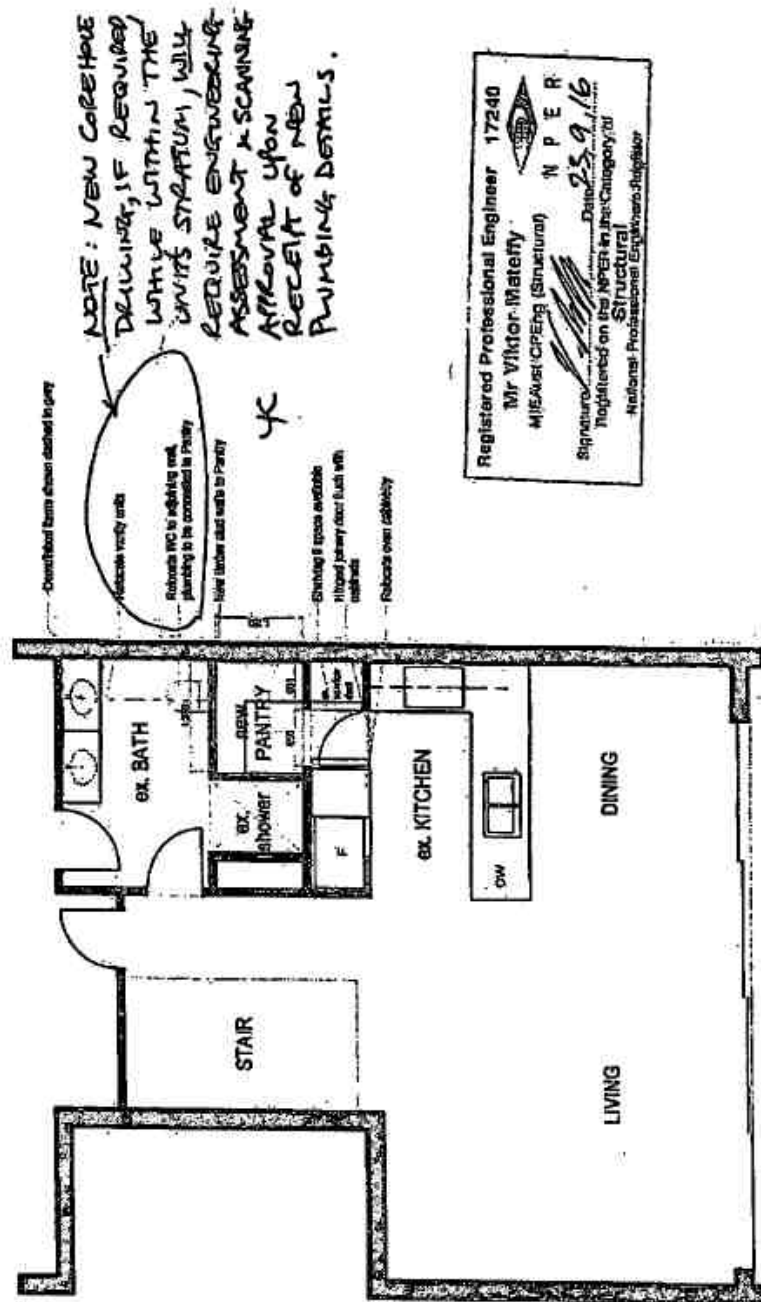
UNIT 609, 88 VISTA ST
 MOSMAN
 23/9/16 [10909]

NEW Timber
 S&G WALL
 @PARTY.

EXTRACT OF MPN STRUCTURAL
 DWG 8497-10-1.

Registered Professional Engineer 17240
 Mr Viktor Matyeff
 MEMBER OF THE (Structural) N P E R
 Signature: [Signature] Date: 27.9.17
 Registered on the Register in the Category of
 National Professional Engineers Register





Registered Professional Engineer 17240
 Mr Viktor Materiy
 MIEAust/CPENG (Structural) N P E R
 Signature: [Signature] Date: 23.9.16
 Registered on the NSW in the Category of Structural
 National Professional Engineers Register

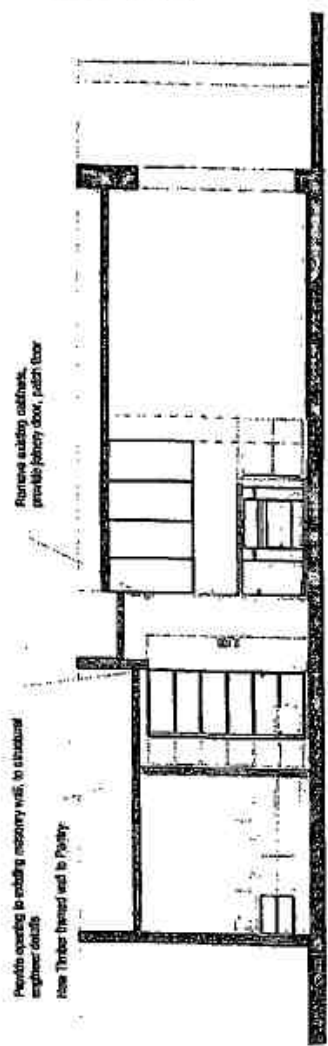
FIRST FLOOR PLAN
 1:50

NOTE: CHECK ALL DIMENSIONS ON SITE

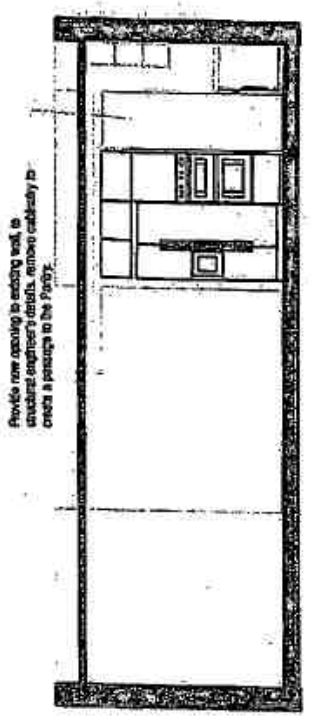
DESIGN DEVELOPMENT

DATE: 23.9.16
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]
 SHEET: DD01
 OF: 0

Registered Professional Engineer 17240
 Mr Viktor Koteff
 MIE Aust CPENG (Structural) N P E R
 Signature: *[Signature]* Date: 23.9.16
 Registered on the register in the Category of Structural
 Nallara Professional Engineers Registrar



SECTION 1
1:50



SECTION 2
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



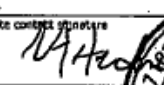
am+u architects

PROJECT: 601/188 VISTA ST MOSMAN 2008
 SHEET: SECTIONS
 DATE: 23.09.16
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1:50
 TITLE: SECTION 1 & 2

DD02
 1:50
 1:50
 1:50

Attachment 4

"Attachment 4"

		Bookings Mark Devine 0488 500 600 mark@slabscan.com.au Graham Midgley 0499 800 700 graham@slabscan.com.au Cameron Young 0477 800 700 cam@slabscan.com.au Nathan Aubrey 0455 800 700 nathan@slabscan.com.au Accounts Tony O'Gorman 0419 600 500 admin@slabscan.com.au	
		Sub Scan Pty Ltd, ABN 32 131 852 503 PO Box 4340, Northcote Vic, 3061 2099 Specialists in structural investigative reporting and GPR scanning to locate post-tensioning, reinforcing, electrical and other services in concrete	
JOB NUMBER 22736			
Hours 1	km's from GPO -	Order No.	Dated 20-Jan-2017
Company Sue and Steve Anthony		Project Manager	
Job Address 609/88 Vista st mosman		Scanning Operator Mark Devine	
Email		Ground Penetrating Radar Equipment Used GSSI StructureScan Mini1600MHz Serial A70-651704 GSSI StructureScan Mini1600MHz Serial A70-651704	
Time of Scan		Cable Locator Used Radio Detector RD7100 Serial 10 / IP4-111	
DETAILS OF SCANNING WORKS CARRIED OUT Utilise ground penetrating radar (GPR) and power scanning equipment to scan for core holes.			
AREAS SCANNED Bathroom for 2 core holes			
RESULTS OF SCAN The structure is conventionally reinforced in this area. No post tensioning was detected.			
Reinforcement locations have been marked on the structure as indicated below: <div style="text-align: center;">  </div>			
No active power was located close to the proposed works.			
IMPORTANT NOTICE DISCLAIMER CUSTOMER RISK Drill, core or cut at your own risk 1. A risk was present prior to our engagement. You have engaged us to minimise that risk. Whilst every effort will be made to identify hazards the technology cannot necessarily identify all potential hazards. 2. No representation or warranty is made to the effect that all risk is eliminated. 3. Ground penetrating radar and electronic tracing do not allow us to actually see into the ground or material. Our service is to minimise your risk but we do not promise to eliminate your risk. Any marking or positive results are indicative only and require further visual confirmation. 4. To the extent permissible by law, you release us from any loss or damage caused by us not identifying and locating a potential hazard. 5. We do not and cannot detect communication cables, low voltage wiring and, most importantly, fibre optic cables. Once you have read the above, please sign below as acknowledgement of your understanding of the risks and your acceptance that any loss or damage is not our responsibility. By signing below you also accept our work hours and additional costs.			
Site contact name Sue		Site contact phone number 0414996010	
		Site contact signature 	



JOB NUMBER 22736

ADDITIONAL INFORMATION





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED

Attachment 5

"Attachment 5"



MECON Insurance Pty Ltd
A.B.N 29 059 310 904
AFSL 253106

www.mecon.com.au

20 January 2017

Policy Number: AP-41843

CERTIFICATE OF CURRENCY

Dear Sir/Madam

This is to certify that the undermentioned policy is current to the due date shown below.

Type of Insurance: Annual Construction
Insured Name: Big Build Constructions Pty Ltd
Territorial Limit: Within Australia but not north of 25th parallel south
Current Period of Insurance: 20 September 2016 to 20 September 2017 at 4pm local time
Business Details: Construction of new residential dwellings, Alterations/Additions to existing residential dwellings & commercial fitouts

Section 1: Material Damage

1.02 Maximum Project Value	\$450,000 E.E.E.
1.03 Principal Supplied Materials	\$50,000 E.E.E.
1.04 Existing Structures - First Loss Limit	\$50,000 E.E.E.
1.05 Contractors Plant, Tools and Re-usable Equipment	\$10,000 E.E.E.
1.06 Variations and Escalation	\$100,000 E.E.E.
1.07 Removal of Debris	\$56,000 E.E.E.
1.08 Professional Fees	\$50,000 E.E.E.
1.09 Expediting Costs	\$27,500 E.E.E.
1.10 Mitigation Costs	\$27,500 E.E.E.

E.E.E. means each and every event

Section 2: Public Liability

6.01 Public Liability	\$10,000,000 E.E.O.
Sub Limits	
6.02 Products Liability	\$10,000,000 A.O.P.I.
6.03 Vibration Weakening or the Removal of Support	\$10,000,000 A.O.P.I.
6.04 Property In Care, Custody and Control	\$50,000 A.O.P.I.

E.E.O. means each and every occurrence

A.O.P.I. means in the aggregate of all occurrences in any one period of insurance

INSURER

AIG Australia Limited (AIG), ABN 93004727753, AFSL 381688

PERCENT

100.00%

Yours faithfully,

Alex Nercessian

SYDNEY
PO Box R1789
Royal Exchange NSW 1225

Tel: (02) 9252 1040
Fax: (02) 9252 1050

MELBOURNE
238a Lennox Street
Richmond VIC 3121

Tel: (03) 9421 8379
Fax: (03) 8562 9181

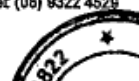
BRISBANE
PO Box 8037
Upper Mt Gravatt QLD 4122

Tel: (07) 3146 0100
Fax: (07) 3114 0445

PERTH
Suite 5, 986 Hay Street
Perth WA 6000

Tel: (08) 9322 4529

Transaction Ref: 196400





Zurich Business Insurance Certificate of Currency

Locked Bag 2138
North Sydney
NSW, 2059
Telephone: 02 9995 3800
Fax: 02 9995 1034
www.zurich.com.au

This is to certify that the undermentioned policy is current at the time of issue. Subject to the limitations, exclusions, definitions and conditions of the Zurich Australian Insurance Limited policy wording.

Policy Number

033342XZBI

Insured Name

Slab Scan Pty Ltd t/as Slab Scan

Situation

Anywhere in Australia

Interest Insured/Policy Limit(s)

Public and Products Liability Section

General Liability

Limit of Liability	\$20,000,000	Any one occurrence
--------------------	--------------	--------------------

Products Liability

Limit of Liability	\$20,000,000	Any one occurrence and in the Aggregate any one Period of Insurance and in the Aggregate for all Situations
--------------------	--------------	---

Property in Physical/Legal control	\$250,000
------------------------------------	-----------

Period of Insurance

From 31/05/2016 at 4.00pm to 31/05/2017 at 4.00pm

Issued

North Sydney, NSW 2059 on June 02, 2016

Zurich Australian Insurance Limited ABN 13 000 296 640, AFS Licence No 232607, 6 Blue Street North Sydney NSW 2060.

icare
workers insurance

CERTIFICATE OF CURRENCY



SLAB SCAN PTY LIMITED
PO Box 4367
NORTH CURL CURL 2099

Date of Letter: 01/07/2016

Dear Sir/Madam,

1. STATEMENT OF COVERAGE

The following policy of insurance covers the full amount of the employer's liability under the *Workers Compensation Act 1987*.

This Certificate is valid from 30/06/2016 - 30/06/2017

The information provided in this Certificate of Currency is correct at: 01/07/2016

2. EMPLOYERS INFORMATION

POLICY NUMBER WGB070785471122

LEGAL NAME SLAB SCAN PTY LIMITED

TRADING NAME Slab Scan

ABN 32121603503

TRUST NAME

TRUST ABN

WorkCover Industry Classification Number (WIC)	Industry	Numbers of Workers*	Wages+ / Units
782200	Surveying Services	4	\$484,466.95

* Number of workers includes contractors/deemed workers

+ Total wages estimated for the current period

3. IMPORTANT INFORMATION

Principals relying on this certificate should ensure it is accompanied by a statement under section 175B of the *Workers Compensation Act 1987*. Principals should also check and satisfy themselves that the information is correct and ensure that the proper workers compensation insurance is in place, i.e. compare the number of employees on site to the average number of employees estimated; ensure that the wages are reasonable to cover the labour component of the work being performed; and confirmed that the description of the industry/industries noted is appropriate.

A principal contractor may become liable for any outstanding premium of the sub-contractor if the principal has failed to obtain a statement or has accepted a statement where there was reason to believe it was false.

Yours Faithfully,

Duncan Struthers
Team Manager
CGU Workers Compensation (NSW) Limited



Special by-Law 2 – By-Law to Authorise Works by the Owner of Lot 82 and Lot 84

1. Definitions

In this by-law:

Authority means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;

Exclusive Use Area means the common property areas reasonably required to be occupied by the Works;

Lot means Lot 82 and Lot 84 in Strata Plan No. 71822;

Owner means the current owner of the Lot and all successors in title;

Works means affixing to the common property a Markilux 5010 Cocoon Cassette coupled folding Arm Awning ("the Awning"), with features including:

- (a) 4 bionic tendon arms;
 - (b) single piece cover;
 - (c) remote control operation;
 - (d) a "Nano Anthracite" frame colour;
 - (e) a Sunvas 31487 awning colour;
 - (f) dimensions of 7,360mm width and a 3,000mm projection of the awning when extended,
- with the location of the Awning shown by the annotation "Blind #609" on the plan attached, and marked "A"; and

Any terms that are defined in the Strata Schemes Management Act 2015 ("the Act") have the same meanings as set out in the Act.

2. Works Authorisation, Special Privileges and Exclusive Rights

The Owners Corporation:

- (a) Authorises and approves the erection of the Works by the Owner; and
- (b) Grants to the Owner a right of exclusive use and enjoyment of the Exclusive Use Area.

3. Planning Approvals

The Owner must obtain all necessary approvals from any relevant Authority in relation to the Works and provide copies to the Owners Corporation.

4. Maintenance of the Works

The Owner must, at the Owner's own cost:

- (a) properly maintain the Works and keep them in a state of good and serviceable repair; and
- (b) where necessary, or reasonably required by the Owners Corporation, renew or replace the Works.

5. Maintenance of the Common Property

The Owner must, at the Owner's own cost, properly maintain, and keep in a state of good and serviceable repair, the Exclusive Use Area.

6. Liability for Damage to another Lot or Common Property

The Owner is liable for any damage arising out of the Works to:

(a) the property of another owner of a lot in Strata Plan No. 71822; and

(b) the common property; and

the Owner must make good any such damage within a reasonable period of time.

7. Indemnity

The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

8. Breach of this By-Law

If the Owner breaches any conditions of this by-law and fails to rectify that breach within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

(a) rectify that breach;

(b) enter on any part of the strata scheme including the Lot, by its agents, employees, or contractors, in accordance with the Act for the purpose of rectifying the breach; and

(c) recover as a debt due and owing from the Owner the costs of the rectification and the expenses of the Owners Corporation incurred in recovering those costs.

Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

9. Attachments

(a) Attachment A - Annotated Plan

Dictionary

Air Conditioning Equipment means an air conditioner inside a lot or on the roof of the Building and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Building means the building constructed at 88-90 Vista Street, Mosman comprising a public swimming pool complex and ancillary facilities (90 Vista Street) and the residential apartment building with basement parking known as Nuova (88 Vista Street).

Building Manager means the person or company appointed to manage the Building under the terms of the Strata Management Statement.

Building Management Committee means the building management committee created pursuant to the Strata Management Statement.

Easements means the easements created by the Stratum Instrument.

Management Act means the Strata Schemes Management Act, 1996 as amended.

Members means the Members as defined in the Strata Management Statement.

Nuova is the residential component within the Building with a street address of 88 Vista Street, Mosman and comprised in strata scheme No.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for Nuova.

Security Gate means the security access gate to the basement carpark of the strata scheme located within the Mosman Council public carpark at the southern boundary of the building (Lot 102 DP 1008772) and includes any structure, apparatus or mechanical device forming part of the Security Gate or required for its operation.

Shared Facilities means the Shared Facilities referred to in the Strata Management Statement.

Shops means the two shops within the Building facing the Harbour Street frontage as described in the Strata Management Statement.

Strata Act means the Strata Schemes (Freehold Development) Act, 1973 as amended.

Strata Management Statement means the strata management statement registered with the strata plan in respect of the Building.

Stratum Instrument means the S.88B Instrument registered with deposited plan [#] in respect of the Building.

Schedule 2 Addition of Special By-Law 5

Special By-Law 5 – Electrical Vehicle Parking Station

1. Definitions

In this by-law, unless the context otherwise requires or permits:

Carparking Space means the lot car space and associated part of the common property as registered with Strata Plan 71822.

Authorised Owner means the registered lot owner in Strata Plan 71822.

EV Owner means the Authorised Owner that is approved to keep and maintain an electric vehicle charging stall.

EV Parking Stall means an approved electric vehicle charging station and/or equipment as that is permitted for installation to the Carparking Space upon a Permitted Works application being approved by the strata committee.

Permitted Works means minor additions and/or changes to the associated common property to allow for the installation of electrical supply, distribution and an associated electrical outlet (including the installation of a 'Smart Metre') to the Carparking Space for the purpose of supplying power to the EV Parking Stall.

2. Conditions

- 2.1 The Authorised Owner who has the exclusive use of a Carparking Space may apply for and request the written consent from the Strata Committee to install electrical supply, distribution and an associated electrical outlet to connect to an EV Parking Stall for the purpose of charging an electric vehicle in the Carparking Space.
- 2.2 In making such a request, the EV Owner will provide to the strata committee a written description of the proposed EV Parking Stall including the proposed design and installation, and any other documents or plans as may be requested by the strata committee;
- 2.3 An Owner or Occupier of a Lot may not use any power point located within the Carparking Space attached to their Lot (if any) to power any electrical equipment on a continuing basis including without limitation charging an electric vehicle unless consent has first been given in accordance with this by-law.
- 2.4 The Owners Corporation has the right to disconnect any power source used by an Owner or Occupier in contravention of clause 2.3 of this by-law.
- 2.5 Each Owner and Occupier who uses their Carparking Space is liable for any damage (whenever occurring) caused to any part of the common property or to the property of any other owner or occupier as a direct result of that Owner's or Occupier's use of the Carparking Space, including without limitation as a result of a breach of this by-law and that Owner or Occupier must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- 2.6 The strata committee will grant consent pursuant to conditions set out at Clauses 2.1 to 2.5 provided that:
 - (a) The strata committee is of the opinion that its existing systems will support the Permitted Works; and,
 - (b) The EV Owner signs an alteration and indemnity agreement with the owners corporation, on terms to be determined by the strata committee, including the following:
 - (c) That the EV Owner will pay for all costs relating to the installation of the Permitted Works and EV Parking Stall and, will meet all cost associated with future repairs, maintenance, and upgrades to the Permitted Works and EV Parking Stall.

- (d) That the EV Owner will obtain all necessary permits, including any local government consents.
- (e) That the EV Owner will comply with all applicable laws.
- (f) That the EV Owner will comply with all by-laws registered with Strata Plan 71822 and any reasonable requests of the owners corporation made from time to time.
- (g) That the EV Owner will retain qualified contractors for the purpose of installing the Charging Equipment; and
- (h) That the EV Owner will indemnify the Owners Corporation from any and all liability arising from the Permitted Works and operation of the EV Parking Stall including but not limited to any costs, loss or expense of whatever kind that the owners corporation may sustain in connection with the installation and use of the Permitted Works and EV Parking Stall.

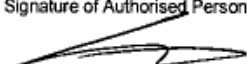
3. Post installation obligations:

3.1 If in the opinion of the strata committee the Permitted Works can be removed with minimal damage to the common property, the EV Owner will be the owner of the EV Parking Stall, and:

- (a) may remove the Permitted Works and EV Parking Stall at any time; and
- (b) on sale of the registered lot owned by the EV Owner, transfer ownership of the Permitted Works and EV Parking Stall to the newly registered owner.
- (c) Any wiring required for the purpose of the Permitted Works will be owned and maintained by the Authorised Owner;
- (d) All electricity costs of the owners corporation relevant and connected with the Permitted Works and EV Parking Stall will be determined by direct metering of the power consumed using a 'Smart Meter', (a single-phase digital meter).

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 71822** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person Luke Derwent
Capacity of Authorised Person strata Managing Agent
Address of signatory Suite 5, Level 9, Barket Street Sydney NSW 2000

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



9 February 2021 Date of affixing of the Seal

6 May 2022

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Certificate 31765

Environmental Planning & Assessment Act 1979

Planning Certificate Section 10.7(2)

Property: 510/88 Vista Street MOSMAN 2088
Title: LOT: 73 SP: 71822
Parish: Willoughby **County:** Cumberland

1. The land is affected by the following Local Environmental Plan:

Mosman Local Environmental Plan 2012 - Published on the NSW legislation website on 9/12/2011

Zoning Provisions

2. The effect of the Mosman Local Environmental Plan 2012 is to zone the land:

Zone B2 - Local Centre. Attachment No. B2 sets out the purposes for which development is permissible without consent, permissible with consent and prohibited.

At the date of this certificate the property is affected by the following prescribed matters:

3. Proposed Local Environmental Plan or Planning Proposal.

The land is affected by a planning proposal for miscellaneous amendments to Mosman LEP 2012. The name of this planning proposal is PP-2021-3823, draft Mosman Local Environmental Plan 2012 Amendment no 12. Contact Council for details.

4. Complying Development.

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

Housing Code.

The land is land on which complying development may be carried out under the Housing Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Low Rise Housing Diversity Code.

The land is land on which complying development may be carried out under the Low Rise Housing Diversity Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note: It should be noted that complying development under the Low Rise Housing Diversity Code cannot be carried out on land zoned R2 Low Density Residential or in any business zone in Mosman, as a consequence of clauses 1.18(1)(b) and 3B.1 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code.

The land is land on which complying development may be carried out under the Housing Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial Alterations Code.

The land is land on which complying development may be carried out under the Commercial and Industrial Alterations Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Subdivisions Code.

The land is land on which complying development may be carried out under the Subdivisions Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Development Code.

The land is land on which complying development may be carried out under the General Development Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Demolition Code.

The land is land on which complying development may be carried out under the Demolition Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Commercial and Industrial (New Buildings and Additions) Code.

The land is land on which complying development may be carried out under the Commercial and Industrial (New Buildings and Additions) Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Container Recycling Facilities Code.

The land is land on which complying development may be carried out under the Container Recycling Facilities Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Fire Safety Code.

The land is land on which complying development may be carried out under the Fire Safety Code pursuant to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code.

The Rural Housing Code does not apply to this local government area.

Greenfield Housing Code.

The Greenfield Housing Code does not apply to this local government area.

Disclaimer: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

5. State Environmental Planning Policies.

AFFECTED by State Environmental Planning Policies and draft State Environmental Planning Policies (See Attachment No.2).

5A. State Environmental Planning Policy (Resilience and Hazards) 2021.

Not Affected.

6. Do any Development Standards apply to the Land fixing Minimum Land Dimensions for the Erection of a Dwelling House?

NO - There are no development standards under Mosman Local Environmental Plan 2012 applying to the land fixing dimensions for the erection of a dwelling house.

7. Critical Habitat.

The land does not include or comprise critical habitat.

8. Land Reserved for Acquisition.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

9. Development Control Plans

Mosman Business Centres Development Control Plan dated 29 March 2012 (as amended)

10. Contribution Plan

AFFECTED by Mosman Contributions Plan 2018 (in force from 14 June 2018)

11. Coastal Management Act 2016

The owner (or any previous owner) of the land has not consented in writing to the land being subject to an annual charge 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).

12. Coal Mine Subsidence Compensation Act 2017.

NOT affected by the Coal Mine Subsidence Compensation Act 2017, proclaiming land to be a mine subsidence district.

13. Road Widening or Realignment.

NOT affected by any road widening or road realignment under (1) Division 2 of part 3 of the Roads Act 1993; or (2) any Environmental Planning Instrument; or (3) any resolution of Council. The Roads & Maritime Authority may have proposals that are not referred to in this item. For advice about affectation by Roads & Maritime Authority proposals, contact Roads and Maritime Authority.

14. Council and Other Public Authority Policies on Hazard Risk Restrictions.

The land is not affected by a policy;

*i) adopted by the Council, or
ii) 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 planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils or any other risks*

The absence of such a policy does not necessarily mean that no such risk exists.

It should be noted that Part 7.5 of the Mosman Business Centres Development Control Plan provides as follows

All development in low lying areas must not have a basement level less than 4m AHD.

15. Flood related development control information.

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

(2) It is unknown if the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

16. Matters Arising Under the Contaminated Land Management Act 1997

(a) The land is NOT declared to be significantly contaminated land within the meaning of that Act.

(b) The land is NOT subject to a management order within the meaning of that Act.

(c) The land is NOT the subject of an approved voluntary management proposal within the meaning of that Act.

(d) The land is NOT subject to an ongoing maintenance order within the meaning of that Act.

(e) The land is NOT the subject of a site audit statement within the meaning of that Act.

17. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 1997

The land is NOT affected by an order issued under the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

18. Heritage Item.

DOES NOT contain a listed heritage item under Mosman Local Environmental Plan 2012.

19. Conservation Area.

NOT within a Heritage Conservation Area under Mosman Local Environmental Plan 2012.

20. Bush Fire Prone Land.

The land is not shown as bush fire prone in Council's records.

21. Property Vegetation Plans.

The land is not subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

22. Orders Under Trees (Disputes Between Neighbours) Act 2006

The land is not subject to an order under the Trees (Disputes Between Neighbours) Act 2006.

23. Directions under Part 3A.

The land is not subject to a direction by the Minister in force under section 75P(2)(c1) of the Act.

24. Conditions affecting seniors housing.

The land is not subject to a condition of development consent granted after 11 October 2007 relating to housing for seniors and people with a disability (State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5)..

25. Site compatibility certificates for infrastructure.

The land is not subject to a site compatibility certificate issued under State Environmental Planning Policy (Transport and Infrastructure) 2021.

26. Site compatibility certificates and conditions for affordable rental housing.

- a) *The land is not subject to a site compatibility certificate issued under clause 39 of State Environmental Planning Policy (Housing) 2021 (Housing SEPP).*
- b) *The land is not subject to any terms of a kind referred to in clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021 that have been imposed as a condition of development consent to a development application in respect of the land.*

27. Biobanking Agreements.

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

27A. Affected building notices and building product rectification orders.

- (1) *There is no affected building notice of which the council is aware that is in force in respect of the land.*
- (2) *There is no building product rectification order of which the council is aware that is in force in respect of the land and that has not been fully complied with. Further, there is no outstanding notice of intention to make a building product rectification order of which the council is aware in respect of the land.*

Notes:

While this certificate indicates the zoning of the land, it is suggested the relevant Planning Instrument be inspected at Council's Customer Support Desk to provide an overall view of the area.

Council has made no inspection of the property for the purpose of this certificate. The purchaser should satisfy themselves that there have been no breaches of development consent.

Information on current Development Applications under assessment and determinations in Mosman can be found on Council's DA Tracker, available at www.mosman.nsw.gov.au .

Document Details and References

Certificate Fee: \$62.00

Fee Paid: \$62.00 **Receipt Date:** 05.05.2022 **Receipt No.:** 23358801420

Applicant's Reference: 220384

Dominic Johnson
GENERAL MANAGER

Per:
Checked by EM
9 May 2022
(.....)

Attachment No. 2

Planning Certificate

Relevant State Environmental Planning Policies

State Environmental Planning Policies (SEPP)

SEPP No. 65 - Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts—Eastern Harbour City) 2021

Draft State Environmental Planning Policies (Draft SEPP)

Draft SEPP (Competition) 2010

Proposed - Design and Place SEPP

Proposed - Remediation of Land SEPP

Proposed - SEPP (Educational Establishments and Child Care Facilities) 2017 Amendment

Proposed - SEPP (Environment)

Proposed - SEPP (Infrastructure) 2007 Amendment – Health Services Facilities

Proposed - The Fun SEPP

Extract from Mosman Local Environmental Plan 2012

Land Use Table

Zone B2 Local Centre	
1 Objectives of zone	<ul style="list-style-type: none"> To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area. To encourage employment opportunities in accessible locations. To maximise public transport patronage and encourage walking and cycling. To enhance the viability, vitality and amenity of the local centres. To maintain active uses at street level with a predominance of retail use. To allow the amalgamation and redevelopment of land in Spit Junction. To encourage residential development as part of the mixed use of sites.
2 Permitted without consent	Home occupations.
3 Permitted with consent	Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Entertainment facilities; Function centres; Group homes; Home businesses; Hostels; Information and education facilities; Light industries; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Self-storage units; Semi-detached dwellings; Service stations; Sex services premises; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals
4 Prohibited	Pond-based aquaculture; Any other development not specified in item 2 or 3.

Sewer Service Diagram

Application Number: 8001632458

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF **MOSMAN**

SUBURB OF **MOSMAN**

Copy of Diagram no. **901818**

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chr Chamber
- LH Lamphole
- Boundary Trap
- Inspection Shaft
- Pit
- Grease Interceptor
- Gully

INDICATES - PLUMBING FIXTURES & OR FITTINGS

- P. Trap
- Reflux Valve
- Cleaning Eye
- Vertical Pipe
- Induct Pipe
- Mica Flap
- Junction
- Rodding Point

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

- SVP Soil Vent Pipe
- WS Waste Stack

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).

The diagram shows a sewer line running horizontally between Harbour St and Vista St. The line is labeled 'Concrete Encased' and has a diameter of 225 PVCP. It features several fittings including manholes, traps, and junctions. Elevations are marked at various points: 17.6, 2.67, 2.0, 2.98, 3.06, 9.6, 2.9, 2.64, and 2.06. A note indicates that plumbing and/or drainage found completed without inspection does not meet Sydney Water's requirements.

Scale: Approx 1:500 Distances/depts in metres Pipe diameters in millimetres

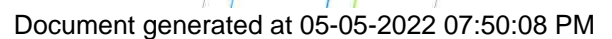
W.s. U.s. Sewer Ref. Sheet No.	DRAINAGE Inspected by Inspector	Date of Issue	PLUMBING Inspected Inspector
	Cert. Of Compliance No.	Outfall	Cert. Of Compliance No.
	Field Diagram Examined by	Drainer	Plumber
	Tracing Checked by	Boundary Trap	NOT REQUIRED For Regional Manager

Connection Date: . . .

Document generated at 05-05-2022 07:50:12 PM

Disclaimer

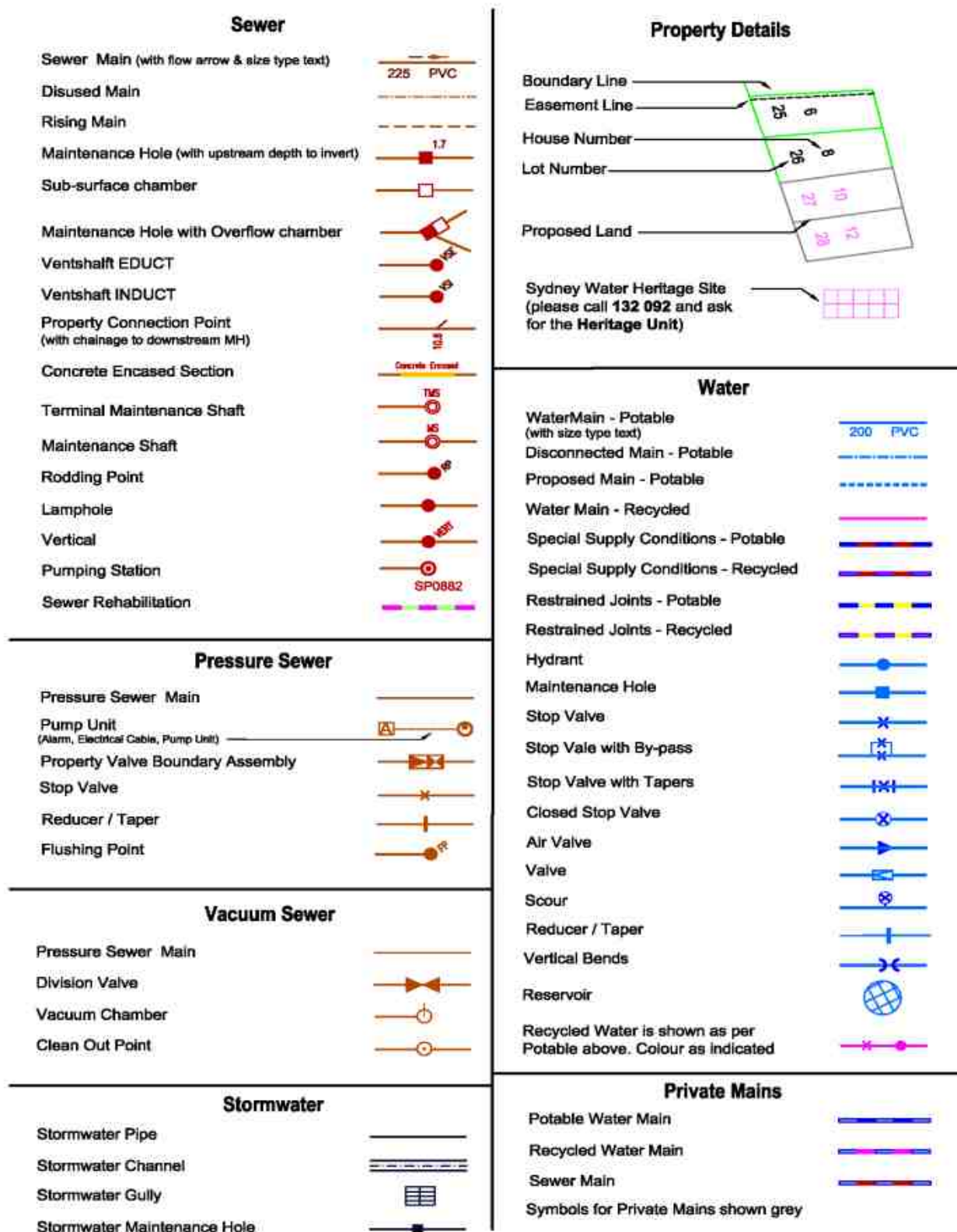
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Page 1

Asset Information

Legend



Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



Revenue

Enquiry ID	3718170
Agent ID	81429403
Issue Date	05 May 2022
Correspondence ID	1745979714
Your reference	220384

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S71822/73	Unit 510, 88 VISTA ST MOSMAN 2088	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

* Overseas customers call +61 2 7808 6906
Help in community languages is available.