

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 79528219	NSW DAN:
vendor's agent	Infinity Property Agents   mk@infinityproperty.com.au 38/112 McEvoy St, Alexandria NSW 2015		Phone: 9699 1489 Fax: 0411641662 Ref: MICHAEL KUROSAV
co-agent			
vendor	HUAN JIAN SIA		
vendor's solicitor	Peter Loh & Co Solicitors Shops 1-2 486 Bunnerong Road Matraville NSW 2036		Phone: 02 9661 1802 Fax: 02 9311 4198 Ref: 18818 SIA
date for completion	42 days after the contract date	(clause 15)	Email: elena.loh@peterloh.com.au
land	610/88 VISTA ST MOSMAN NSW 2088		
(Address, plan details and title reference)	LOT 85 IN STRATA PLAN 71822 85/SP71822		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input 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"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
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

witness

**GST AMOUNT** (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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79528219

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**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 an *GSTRW payment*  
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

**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 number (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 *RW rate* (residential withholding rate): \$

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input 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 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 type="checkbox"/> 21 form of requisitions	<input 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 type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<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
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<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 MANAGEMENT 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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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.

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- 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.

## S.66 W CERTIFICATE

VENDOR:

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PURCHASER:

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PROPERTY:

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### SOLICITOR GIVING CERTIFICATE

I certify as follows:

1. I am a solicitor currently admitted to practise in NSW
2. I am giving this certificate in accordance with s.66W of the Conveyancing Act 1919 with a reference to a contract for the sale of the property referred to above and from the vendor referred to above to the purchaser referred to above
3. I state that either:
  - a. There is no Cooling-Off period in relation to the Contract
  - OR
  - b. The Cooling-Off Period to be shorted to the following date:  
Date: \_\_\_\_\_
4. I have explained to the purchaser:
  - a. The effect of the contract for the purchaser of the property;
  - b. The nature of this certificate;
  - c. The effect of giving this certificate as set out in either clause 3.a or 3.b above

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_



## ANNEXURE TO CONTRACT FOR SALE OF LAND

BETWEEN:

(VENDOR)

AND:

(PURCHASER)

---

### SPECIAL CONDITIONS

**32** The Contract is amended as follows:

- (a) General Condition 16.5 is amended by deleting "plus another 20% of that fee"
- (b) General Condition 7.1.1 is amended by deleting "5%" and inserting in its place "1%"
- (c) General Condition 16.12 – delete the words "but the vendor must pay the purchaser's additional expenses including any agency or mortgagee fee"
- (d) General Condition 23.8- delete
- (e) General Condition 23.9- delete
- (f) General Condition 16.8- delete
- (g) General Condition 5.2.3- delete
- (h) General Condition 23.13- delete and replace with the words "the purchaser shall obtain a certificate under Section 184, Strata Management Act 2015 and serve it on the vendor at least 7 days prior to completion"
- (i) General Condition 23.13- replace the words "at least 7 days" with "at least 2 days"
- (j) General Condition 23.14- delete
- (k) General Condition 25 - delete
- l) General Condition 31.4- replace 7 with 1

**33** 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.

**34.** 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.

**35** 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 either 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.

- 36 It is expressly agreed between the parties that in the circumstances justifying the issue of a Notice to Complete, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.
- 37 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 10% per annum calculated on a daily basis for the period from (and including) the completion date until the date of actual completion and in the event a notice to Complete is served on the purchaser by the vendor to pay the sum of \$350 + GST to cover legal costs being agreed pre-estimated costs which amount shall be added to the amount payable by the purchaser to the vendor on completion. 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.
- 38 If a survey report is annexed hereto then this property is sold subject to all matters disclosed in such report and the purchaser shall make no objection or requisition in respect of matters referred to in the said Surveyor's Report.
39. Notwithstanding any other provision of this Contract, in the event that the vendors give notice to the deposit holder that they require the release of the deposit or any part thereof to be used as a deposit on the acquisition of another property by the vendors and/or payment of stamp duty on the acquisition of another property, the purchasers authorise the Deposit holder to release such monies forthwith. The vendors warrant that any monies released under this Clause will be used only as a deposit and/or the payment of stamp duty in relation to the acquisition of another parcel of real property.
- 40 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 the completion of this Contract.
- 41 Upon completion of this Contract, the vendor shall hand to the purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title of the property and will allow the purchaser the registration fees payable on any such Discharge of Mortgage or Withdrawal of Caveat and the purchaser shall make no objection or requisition of such Discharge of Mortgage or Withdrawal of Caveat prior to completion of the Contract.
- 42 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase.
- If there is a breach of this warranty, whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.
- 43 i) In addition to clause 2 of the printed conditions, the parties agree that it is an essential of the contract that the deposit payable herein is 10% of the purchase price ("the Deposit"). If the vendors accepts a purchaser's request for the Deposit to be paid by instalments then the following shall apply:
- (a) The amount which 5% of the purchase price must be paid on the making of this contract and this time is essential;
  - (b) The balance of the Deposit must be paid on the Completion Date or on the date which the purchaser commits a breach of an essential term; and
  - (c) The Purchaser agrees that the balance of the Deposit payable in the preceding paragraph does not constitute a penalty under this contract but is a liquidated debt once it becomes due and payable to the Vendor.

(ii) The provisions of this clause shall not merge on completion or termination of this contract to the extent that the same may be relied upon by the vendor in enforcing the recovery of the payment of the 10% deposit, or any part thereof which remains unpaid, without affecting or diminishing such other rights available to the vendor under this contract whether at law or in equity arising from any default by the purchaser.

- 44 In the event that the Purchaser does not serve the form of Transfer on the Vendor's solicitors within the time stipulated in Clause 4.1 herein, the Purchaser shall pay the Vendor the sum of \$150.00 (GST inclusive) for the costs incurred by the Vendor in attending to the urgent execution of the Transfer. The amount shall be allowed as an adjustment in favour for the Vendor on settlement.
- 45 Settlement of this matter shall take place wherever the Vendor's mortgagee directs. If the property is not mortgaged, then the settlement shall be effected at the office of Peter Loh & Co Solicitors. However, should the Purchaser not be in the position to settle at the office of Peter Loh & Co Solicitors, then the settlement may be effected in the Sydney CBD at a place nominated by the Purchaser or their solicitor/conveyancer, provided the Vendor's settlement agent's fee of \$165 is paid by the Purchaser.
- 46 If for any reason other than the Vendor's default settlement does not take place on the agreed completion date, in addition to any other monies payable by the Purchaser on completion of this contract, the Purchaser must pay an additional \$350 + GST on settlement, to cover the Vendor's Solicitor's legal fees and expenses incurred as a consequence of the delay. This is an essential term of the contract and the vendor shall not be obliged to complete the transaction unless this cost referred to herein has been paid. If the vendor has made appropriate arrangements for completion to take place on an agreed date and the purchaser cancels/reschedules completion with less than 2 business days notice in writing to the vendor's office, then the purchaser shall pay an additional \$100 + GST on completion on account of the vendor's additional legal costs of having to reschedule completion.
- 47 In this contract the word "Bond" means a Deposit Guarantee Bond issued to the vendor at the request of the Purchaser:
- (a) Subject to paragraphs (b) and (c) below, the delivery of the Bond on or before the date of this Contract, to the person nominated in the contract to have the deposit shall, to the extent of the amount guaranteed under the Bond be deemed for the purpose of this Contract to be payment of the deposit in accordance with this contract.
  - (b) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract.
  - (c) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this Contract to hold the deposit.
  - (d) The Vendor acknowledges that payment by the Guarantor under the Bond shall to the extent for the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under paragraph (c) above.
- 48 If the Purchaser of the property is a Company (other than a public company listed on an Australian stock exchange), the officers or persons ("guarantor") who execute this Contract on behalf of the Company, or who attest the affixing of the seal of the Company to this Contract hereby, jointly and severally:
- 48.1 Unconditionally guarantees to the Vendor the performance of all obligations of the Purchaser under this Contract, including payment of all money payable by or recoverable from the Purchaser, notwithstanding this Contract is not enforceable against the Purchaser in whole or in part or is varied without notice to the guarantor;
- 48.2 Indemnifies the Vendor against all liability arising from any default by the Purchaser under this Contract; and

48.3 Acknowledges the provisions of this clause shall be deemed to constitute the giving of a Deed by virtue of their execution of this Contract.

48.4 This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any variation of this Contract or indulgence granted to the Purchaser.

49. Each party agrees that if on completion any adjustment made (or allowed to be made) under this contract is overlooked, or incorrectly calculated, then either party upon being requested by the other party, must immediately make the correct calculation and pay such an amount outstanding. This clause shall not merge on completion.
50. Nothing in this contract shall have the effect of requiring either party to complete this contract between the 24<sup>th</sup> day of December in the year in which this contract was made and the 20<sup>th</sup> January in the following year.
51. The vendor hereby confirms and the purchaser hereby acknowledges that the Vendor does not have a compliance certificate/non-compliance certificate for the swimming pool and the Purchaser is fully aware of this and notwithstanding that the Purchaser hereby agrees to purchase the property. The Purchaser shall not be entitled to rescind, delay or seek compensation in relation to this condition. The Purchaser shall make and rely on their own enquiries.
52. Notwithstanding anything to the contrary contained in this contract or implied at common law, the Purchaser acknowledges that the Purchaser's rights to raise requisitions on title in respect of this contract and the property the subject of this contract shall be limited to raising requisitions in the form annexed to this contract. The requisitions must be served on the vendor by email or post otherwise the purchaser shall have no right to replies from the vendor. The Purchaser acknowledges that the Purchaser shall have no right or entitlement to raise any further or other requisitions on title other than those in the form annexed to this contract.
53. Notwithstanding any other clause in this contract, the Purchaser hereby agrees that in the event that there are any special levies struck prior to exchange, then these special levies shall be adjusted at settlement and any instalments due after settlement shall be the purchaser's responsibility. In the event that the special levies are struck after exchange, the Purchaser shall be liable to pay for all the special levies. The Purchaser will not raise any objection in relation to this matter.
54. Each party hereby agrees that in the event that there is no intervening agent, the deposit shall be deposited into PETER LOH & CO TRUST ACCOUNT, a non-interest bearing account. The Purchaser agrees to the trust account administration fees of \$350 which shall be allowed as an adjustment in favour for the Vendor on settlement.
55. Notwithstanding any other provision of this Contract, in the event that the vendors give notice to the deposit holder that they require the release of the deposit or any part thereof to be used to discharge an existing mortgage over the subject property, the purchasers authorise the Deposit holder to release such monies forthwith. The vendors warrant that any monies released under this Clause will be used for this sole purpose.
56. In the event a sewerage diagram and/or sewerage location diagram are not attached to the contract as they are not available from the relevant authorities, the purchaser shall not be entitled to delay completion, rescind this contract, raise objection or requisitions or seek compensation in relation to this provision.

From .....Purchaser's Solicitor

To .....Vendor's Solicitor

Date:.....

REQUISITIONS ON TITLE

2008 EDITION

RE:..... Purchase From.....

Property .....

## In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, security instrument in goods, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. The Vendor must ensure all mortgages, writs and caveats are removed from the object title prior to completion or in the alternative the appropriate registrable arms to remove them, properly executed, must be tendered at completion.	
8. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

# Strata Schemes Management Regulation 2016

[2016-501]



New South Wales

## Status information

### Currency of version

Current version for 5 June 2020 to date (accessed 19 June 2020 at 14:41)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

### Provisions in force

The provisions displayed in this version of the legislation have all commenced. See [Historical Notes](#)

### Does not include amendments by—

[Fair Trading Legislation Amendment \(Miscellaneous\) Act 2018 No 79](#) (not commenced — to commence on 1.7.2020 or earlier by proclamation)

### Editorial note

The Parliamentary Counsel's Office is progressively updating certain formatting styles in versions of NSW in force legislation published from 29 July 2019. For example, colons are being replaced by em-rules (em-dashes). Text of the legislation is not affected.

This version has been updated.

### Staged repeal status

This legislation is currently due to be automatically repealed under the [Subordinate Legislation Act 1989](#) on 1 September 2021

### Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 5 June 2020.

# Strata Schemes Management Regulation 2016

[2016-501]



New South Wales

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# Strata Schemes Management Regulation 2016



## Part 1 Preliminary

### 1 Name of Regulation

This Regulation is the *Strata Schemes Management Regulation 2016*.

### 2 Commencement

- (1) Except as provided by subclause (2), this Regulation commences on 30 November 2016 and is required to be published on the NSW legislation website.
- (2) Part 8 commences on 1 January 2018.

### 3 Definitions

- (1) In this Regulation—

*close of the ballot*—see clause 15(8).

*pre-meeting electronic voting*—see clause 14(1).

*the Act* means the *Strata Schemes Management Act 2015*.

**Note.** The Act and the *Interpretation Act 1987* contain definitions and other provisions that affect the interpretation and application of this Regulation.

- (2) Notes included in this Regulation do not form part of this Regulation.

## Part 2 Owners corporations and strata committees

### 4 Functions that may only be delegated to strata committee member or strata managing agent

For the purposes of section 13(1)(h) of the Act, the following functions of an owners corporation are prescribed as functions that may be delegated to or conferred only on a member of the strata committee or a strata managing agent—

- (a) arranging for inspections for the purposes of fire safety in accordance with section 123 of the Act,
- (b) ensuring that the owners corporation complies with any relevant requirements under the *Work Health and Safety Act 2011*,
- (c) entering into contracts relating to the maintenance of common property or the provision of services to the common property (other than contracts relating to a parcel),

- (d) arranging for inspections of records and other documents under section 183 of the Act,
- (e) giving certificates under section 184 of the Act.

## **5 Agenda for first AGM**

- (1) For the purposes of section 15(p) of the Act, the agenda for the first annual general meeting of an owners corporation is to include the following item, if a tenant representative has been nominated for the strata committee in accordance with section 33 of the Act—

to receive the nomination of a tenant representative for the strata committee

- (2) The agenda for the first annual general meeting of an owners corporation is also to include the following item, if the initial period of the strata scheme ends not later than 12 months after completion of building work for which a building inspector is required to be appointed under Part 11 of the Act—

to appoint a building inspector for the purposes of Part 11 of the Act

## **6 Documents and records to be provided to owners corporation before first AGM**

For the purposes of section 16(1)(f) of the Act, the following documents obtained or received by the original owner or lessor and relating to the parcel concerned, or any building, plant or equipment on the parcel, are prescribed—

- (a) if a building is required to be insured under Division 1 of Part 9 of the Act, any valuation of the building,
- (b) maintenance and service manuals,
- (c) all service agreements relating to the supply of gas, electricity or other utilities to the parcel,
- (d) copies of building contracts for the parcel, including any variations to those contracts,
- (e) the most recent BASIX certificate (issued under the *Environmental Planning and Assessment Act 1979*) for each building on the parcel.

## **7 Tenant representatives: section 33 of Act**

- (1) A person who is entitled to convene an annual general meeting of an owners corporation that has tenants for at least half of the number of lots in the scheme must convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.
- (2) The person must give notice of the meeting to each eligible tenant at least 14 days before the annual general meeting and the tenants meeting may be held at any time before the annual general meeting, but not earlier than 7 days after notice of the meeting is given.
- (3) Notice may be given in one of the following ways—
  - (a) by causing a copy of the notice to be prominently displayed on any notice board required to be maintained by or under the by-laws on some part of the common property,
  - (b) by written notice given to each eligible tenant.

- (4) The convenor of the meeting, or a tenant nominated by the eligible tenants present at the meeting, is to chair the tenants meeting.
- (5) An eligible tenant may nominate for, or nominate another eligible tenant for, nomination as the tenant representative at the meeting.
- (6) The tenant representative to be nominated by the eligible tenants for a strata scheme is to be determined by majority vote of tenants present at the meeting.
- (7) The quorum for the meeting is one person.
- (8) The term of a tenant representative commences at the end of the annual general meeting at which the nomination is received.
- (9) A person is an *eligible tenant* for the purposes of this Part if the tenant is a tenant notified in a tenancy notice given in accordance with the Act.

## **8 Vacation of office by tenant representative**

- (1) A tenant representative ceases to be a tenant representative—
  - (a) if the person ceases to be an eligible tenant, or
  - (b) on receipt by the secretary of the owners corporation from the person of written notice of the person's resignation as the tenant representative, or
  - (c) at the end of the next meeting at which a new strata committee is elected by the owners corporation, or
  - (d) if the person dies.
- (2) If a tenant representative ceases to be a tenant representative before the next meeting at which a new strata committee is elected, the secretary of the owners corporation is to convene a meeting of eligible tenants for the purpose of the nomination of a person for the position of tenant representative on the strata committee.
- (3) The secretary must give at least 7 days notice of the meeting to each eligible tenant.
- (4) The secretary, a member of the strata committee or a tenant nominated by the eligible tenants at the meeting is to chair the tenants meeting.
- (5) Clause 7(3), (5) and (6) apply to the nomination of a replacement tenant representative.
- (6) The term of a replacement tenant representative is for the remainder of the term of the representative that the person replaces.

## **9 Election of strata committee**

- (1) At a meeting of an owners corporation at which the strata committee is to be elected, the chairperson must—
  - (a) announce the names of the candidates already nominated in writing for election to the strata committee, and

- (b) call for any oral nominations of candidates eligible for election to the strata committee.
- (2) A written or oral nomination made for the purposes of the election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given—
  - (a) in writing, if the nominee is not present at the meeting, or
  - (b) orally, if the nominee is present at the meeting.
- (3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with the Act, the number of members of the strata committee.
- (4) If the number of candidates—
  - (a) is the same as, or fewer than, the number of members of the strata committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the strata committee, or
  - (b) is greater than the number so decided on—a ballot is to be held.

#### **10 Ballot for strata committee**

- (1) This clause applies to the election of a strata committee for a strata scheme comprising more than 2 lots.
- (2) If a ballot for membership of the strata committee of an owners corporation is required, the person presiding at the meeting of the owners corporation must—
  - (a) announce to the meeting the name of each candidate, and
  - (b) provide each person present and entitled to vote at the meeting with a blank ballot paper for each vote the person is entitled to cast.
- (3) For a vote to be valid, a ballot paper must be signed by the voter and completed by the voter's writing on it—
  - (a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the strata committee, and
  - (b) the capacity in which the voter is exercising a right to vote, whether—
    - (i) as owner, first mortgagee or covenant chargee of a lot (identifying the lot), or
    - (ii) as a company nominee, or
    - (iii) by proxy, and
  - (c) if the vote is being cast by proxy—the name and capacity of the person who gave the proxy.
- (4) The completed ballot paper must be returned to the chairperson.
- (5) Until all places for membership of the strata committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other candidates who have not been elected.

- (6) If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.
- (7) Subclause (6) is subject to a resolution referred to in clause 14(1)(a).

#### **11 Nominations for officers of strata committee**

- (1) The written notice of the first meeting of a strata committee after the appointment of the committee is to include a call for nominations for chairperson, secretary and treasurer of the committee.
- (2) Any person who is a member of the strata committee may nominate another member for election as any or all of chairperson, secretary or treasurer of the committee.
- (3) The nomination is to be made by written notice given to the person convening the meeting that states the name of—
  - (a) the person nominated, and
  - (b) the person making the nomination and that the person nominated consents to the nomination.
- (4) The person convening the meeting must include any prior nominations in the notice of the meeting at which the election is to take place. Notice of any subsequent nomination is to be given by the convenor at the meeting.
- (5) A nomination may be made at any time before the election is held and may be made at the meeting.
- (6) If a ballot for the election of a person as chairperson, secretary or treasurer of the committee is required, the election is to be conducted by a show of hands of persons at the meeting.
- (7) Subclause (6) is subject to a resolution referred to in clause 14(1)(a).

#### **12 Priority votes—owners corporation**

For the purposes of clause 24(2)(b) of Schedule 1 to the Act, a priority vote may be cast on a motion if the motion would require expenditure that exceeds an amount calculated by multiplying \$1,000 by the number of lots in the strata scheme.

#### **13 (Repealed)**

#### **14 Other means of voting—owners corporation and strata committee**

- (1) An owners corporation or strata committee may, by resolution, adopt any of the following means of voting on a matter to be determined by the corporation or committee—
  - (a) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,
  - (b) voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the corporation or committee (*pre-meeting electronic voting*).

- (2) Without limiting subclause (1)(b), the other electronic means of voting may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.
- (3) If a matter may be determined partly by pre-meeting electronic voting, the notice of the meeting must include a statement that the relevant motion may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place and that consequently the pre-meeting vote may have no effect.
- (4) A motion that is to be determined wholly by pre-meeting electronic voting may not be amended at the meeting for which the pre-meeting electronic voting is conducted.
- (5) A motion that is to be determined partly by pre-meeting electronic voting must not be amended at the meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion.
- (6) If a motion that is to be determined wholly or partly by pre-meeting electronic voting is amended at the meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting distributed to owners must be accompanied by notice of the change and a statement setting out the power to make a qualified request for a further meeting under section 19 of the Act.

## **15 Pre-meeting electronic voting**

- (1) This clause applies to a ballot for determination of a matter by an owners corporation or strata committee that is to be conducted by pre-meeting electronic voting.
- (2) The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains—
  - (a) instructions for completing the ballot paper, and
  - (b) the question to be determined, and
  - (c) the means of indicating the voter's choice on the question to be determined.
- (3) The secretary of the owners corporation must, at least 7 days before the meeting at which the matter is to be determined, give each person entitled to vote—
  - (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this clause, and
  - (b) access to information about—
    - (i) how the ballot paper must be completed, and
    - (ii) the closing date of the ballot, and
    - (iii) if voting is by email, the address where the ballot paper is to be returned, and
    - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
  - (c) access to an electronic form of declaration requiring the voter to state—

- (i) his or her name, and
  - (ii) the capacity in which the person is entitled to vote, and
  - (iii) in the case of a matter that requires a special resolution, the voter's unit entitlement, and
  - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.
- (4) Each person entitled to vote must vote in accordance with the instructions contained in the information.
- (5) If the ballot is a secret ballot, the secretary must ensure that—
  - (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
  - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- (6) An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the close of the ballot.
- (7) The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- (8) In this clause, the *close of the ballot* means—
  - (a) for a matter to be determined by the owners corporation, the time that is 24 hours before the commencement of the meeting at which the matter is to be determined, or
  - (b) for a matter to be determined by a strata committee, immediately before the commencement of the meeting at which the matter is to be determined.

## **16 Informal votes**

- (1) A ballot paper of a voter who votes by means of pre-meeting electronic voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- (2) If voting is carried out by pre-meeting electronic voting using a voting website or other electronic application, the website or application is to provide a warning message to a person casting an informal vote that the proposed vote is informal.

## **17 Ascertaining result of pre-meeting electronic voting**

- (1) As soon as practicable after the close of a ballot conducted by pre-meeting electronic voting, the secretary of the owners corporation must—
  - (a) review all information and reports about the electronic ballot, and
  - (b) reject as informal any votes that do not comply with the requirements of this Regulation, and
  - (c) ascertain the result of the electronic ballot.



- (2) The secretary must, at the meeting to consider the matter for which the pre-meeting electronic voting was held, inform the persons present of the result of the ballot.

## **Part 3 Financial management**

### **18 Payment plans for unpaid contributions: section 85(6) of Act**

- (1) A payment plan for the payment of overdue contributions is to be in writing and is to contain the following—
  - (a) the name of the lot owner and the title details of the lot,
  - (b) the address for service of the lot owner,
  - (c) the amount of the overdue contributions,
  - (d) the amount of any interest payable for the overdue contributions and the way in which it is calculated,
  - (e) the schedule of payments for the amounts owing and the period for which the plan applies,
  - (f) the manner in which the payments are to be made,
  - (g) contact details for a member of the strata committee or a strata managing agent who is to be responsible for any matters arising in relation to the payment plan,
  - (h) a statement that a further plan may be agreed to by the owners corporation by resolution,
  - (i) a statement that the existence of the payment plan does not limit any right of the owners corporation to take action to recover the amount of the unpaid contributions.
- (2) The strata committee must, at the request of a lot owner who has entered into a payment plan, give the lot owner a written statement for each calendar month (or any longer interval specified by the lot owner) of the plan that sets out the payments made during that month and the amount of unpaid contributions and interest owing.

### **19 Notice of recovery action for unpaid contributions, interest or expenses**

For the purposes of section 86(5)(c) of the Act, a notice of proposed action to recover an amount of contributions, interest or expenses must include the following—

- (a) the date the amount was due to be paid,
- (b) the manner in which the amount may be paid,
- (c) whether a payment plan may be entered into,
- (d) any other action that may be taken to arrange for payment of the amount.

### **20 (Repealed)**

### **21 Calculation of annual budget**

For the purposes of section 95(4) of the Act, the amount of the annual budget is to be the sum of the

following—

- (a) the amount of contributions levied for the year concerned (whether or not they have been paid),
- (b) any income of the owners corporation from any other source,
- (c) any other amounts held by the owners corporation for the purposes of the owners corporation.

## **22 Accounting records**

The accounting records required to be kept for the purposes of section 96(4) of the Act are as follows—

- (a) receipts consecutively numbered,
- (b) a statement of deposits and withdrawals for the account of the owners corporation,
- (c) a cash record,
- (d) a levy register.

## **23 Levy register**

- (1) The levy register must include a separate section for each lot in the strata scheme that is not a utility lot.
- (2) Each of those sections must specify, by appropriate entries, the following matters in relation to each contribution levied by the owners corporation and must indicate whether those entries are debits or credits and the balances for those entries—
  - (a) the date on which the contribution is due and payable,
  - (b) the type of contribution and the period in respect of which it is to be made,
  - (c) the amount of the contribution levied shown as a debit,
  - (d) the amount of each payment shown as a credit,
  - (e) the date on which each payment relating to the contribution was made,
  - (f) whether a payment made was made in cash or by cheque or in some other specified manner,
  - (g) whether an amount paid comprised full payment or part payment,
  - (h) details of any discount given for early payment,
  - (i) the balance of the account.

## **24 Receipts**

For the purposes of section 97(2) of the Act, each receipt issued by the treasurer of the owners corporation must include the following—

- (a) the date of issue of the receipt,
- (b) the amount of money received,

- (c) the form (cash, cheque, postal order or other) in which the money was received,
- (d) the name of the person on whose behalf the payment was made,
- (e) if the payment is for a contribution to the administrative or capital works fund—
  - (i) a statement that the payment was made in respect of that contribution, and
  - (ii) the lot number in respect of which the contribution was made, and
  - (iii) the period in respect of which the payment is made (if relevant), and
  - (iv) details of any discount given for early payment,
- (f) if the payment is not a payment referred to in paragraph (e)—particulars of the transaction in respect of which the payment is received,
- (g) if the payment is received in respect of more than one transaction—the manner in which the payment is apportioned between transactions.

## **25 Limits on spending by large strata schemes**

For the purposes of section 102(1) of the Act, the prescribed amount for a proposed expenditure is \$30,000.

## **26 Approval for legal services costs**

- (1) The amount of \$15,000 is prescribed for the purposes of section 103(2)(b) of the Act.
- (2) For the purposes of section 103 of the Act, approval is not required under that section to the obtaining of legal services in relation to a matter that is not urgent if the cost of the legal services does not exceed \$3,000.

# **Part 4 Property management**

## **27 Common property memorandum**

The Common Property Memorandum, published in the Gazette and on the website of the Department of Finance, Services and Innovation on 30 November 2016 is prescribed for the purposes of section 107(1) of the Act as the common property memorandum that may be adopted by the by-laws for a strata scheme.

**Note.** The Common Property Memorandum cannot be modified by the adopting by-laws, except to exclude specified items that are not common property for the purposes of the particular strata scheme. Any common property by-law or a by-law made under section 108 of the Act prevails over the by-law adopting the Memorandum if it is inconsistent with the Memorandum (see section 107(3) and (4) of the Act).

## **28 Minor renovations by owners**

Work for the following purposes is prescribed as minor renovations for the purposes of section 110(3) of the Act—

- (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (b) installing a rainwater tank,

- (c) installing a clothesline,
- (d) installing a reverse cycle split system air conditioner,
- (e) installing double or triple glazed windows,
- (f) installing a heat pump,
- (g) installing ceiling insulation.

**Note.** The work prescribed by this clause is subject to the requirements set out in section 110(7) of the Act, including requirements that it does not involve structural changes, changes to the external appearance of a lot or waterproofing.

## **29 Initial maintenance schedule: section 115 of Act**

- (1) The initial maintenance schedule for the maintenance of the common property of a strata scheme must contain maintenance and inspection schedules for a thing that is on common property if the maintenance and inspection is reasonably required to avoid damage to the thing or a failure to function properly for its intended purpose.
- (2) Without limiting the matters to be included in the initial maintenance schedule, maintenance and inspection schedules must be included for the following—
  - (a) exterior walls, guttering, downpipes and roof,
  - (b) pools and surrounds, including fencing and gates,
  - (c) air conditioning, heating and ventilation systems,
  - (d) fire protection equipment, including sprinkler systems, alarms and smoke detectors,
  - (e) security access systems,
  - (f) embedded networks and micro-grids.
- (3) The following are to be included with or attached to the initial maintenance schedule—
  - (a) all warranties for systems, equipment or any other things referred to in the schedule,
  - (b) any manuals or maintenance requirements provided by manufacturers for any of those things,
  - (c) the name and contact details of the manufacturer and installer of any of those things.
- (4) The schedule may be in hard copy or in an electronic form that is accessible by the owners corporation.

## **30 Window safety devices**

- (1) A building in a strata scheme is a building to which section 118 of the Act applies if the building contains lots used for residential purposes.
- (2) A window within any such building is a window to which section 118 of the Act applies if—

- (a) it is a window within the meaning of the *Building Code of Australia*, and
  - (b) it can be opened, and
  - (c) the lowest level of the window opening is less than 1.7 metres above the surface of any internal floor that abuts the wall of which it forms part, and
  - (d) that internal floor is 2 metres or more above the ground surface, or any external surface, below the window that abuts the wall, and
  - (e) it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.
- (3) A screen, lock or any other device is a complying window safety device for the purposes of section 118 of the Act if it—
- (a) is capable of restricting the opening of a window so that a sphere having a diameter of 125 millimetres or more cannot pass through the window opening, and
  - (b) is capable of resisting an outward horizontal action of 250 newtons, and
  - (c) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.
- (4) In this clause—

*Building Code of Australia* has the same meaning as it has in the *Environmental Planning and Assessment Act 1979*.

### **31 Notification by owners of window safety devices**

An owner of a lot in a strata scheme who installs a window safety device under section 118 of the Act must give written notice of the installation to the owners corporation within 7 days after completion of the installation.

**Note.** Section 262 of the Act sets out the manner in which a document is to be served on an owners corporation.

### **32 Disposal of abandoned goods: section 125 of Act**

- (1) This clause applies to goods left on common property (other than motor vehicles and things permitted by the owners corporation to remain on common property).
- (2) The owners corporation may dispose of goods left on common property if—
  - (a) a disposal notice has been placed on or near the goods and the goods have not been removed from the common property within the period specified in the disposal notice, or
  - (b) they are perishable goods, or
  - (c) they consist only of rubbish.
- (3) A disposal notice must—
  - (a) not be less than the size of an A4 piece of paper, and

- (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and
  - (c) describe the goods and state the date and time the notice was issued, and
  - (d) state that the goods will be disposed of if they are not removed from the common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the goods), and
  - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.
- (4) If the goods are so placed that they block an entrance or exit, the owners corporation may move the goods to another place on the common property before placing a disposal notice on or near the goods, and for that purpose the owners corporation is taken to be the owner of the goods.
  - (5) The owners corporation may dispose of the goods by selling them or in any other lawful manner and for that purpose is taken to be the owner of the goods.
  - (6) A purchaser of goods sold by an owners corporation in accordance with this clause acquires a good title to the goods freed and discharged of any interest of any person who would otherwise have an interest in the goods.
  - (7) The proceeds of a sale of goods under this clause are to be paid to the administrative fund of the owners corporation.
  - (8) The owners corporation must make a record of goods sold under this clause and keep the record for a period of not less than 12 months after the disposal.
  - (9) The record must contain the following particulars—
    - (a) a description of the goods,
    - (b) the date of the sale,
    - (c) the name and address of the purchaser,
    - (d) if sold by auction, the address of the principal place of business of the auctioneer.

- (10) In this clause—

**motor vehicle** has the same meaning as in the *Impounding Act 1993*.

### **33 Tribunal may order payment of proceeds of disposal to owner**

The Tribunal may, on application by the owner of goods sold by an owners corporation to another person under clause 32, order that the owners corporation pay to the owner of the goods the proceeds of the sale, less the reasonable costs incurred by the owners corporation in selling the goods.

### **34 Removal of motor vehicles: section 125 of Act**

- (1) This clause applies to a motor vehicle left on common property that is placed so that it blocks an exit or entrance or otherwise obstructs the use of common property.

- (2) The owners corporation may take action under this clause if the owners corporation has placed a removal notice on or near the motor vehicle and the requirements of the notice are not complied with within the period specified in the removal notice.
- (3) A removal notice must—
  - (a) not be less than the size of an A4 piece of paper, and
  - (b) be placed in a position or be in a material so that the contents of the notice are not likely to be detrimentally affected by weather, and
  - (c) describe the motor vehicle and state the date and time the notice was issued, and
  - (d) state that the motor vehicle will be removed if it is not moved from the common property or so that it no longer obstructs common property before the date and time specified in the notice (being not earlier than 5 days after the notice was placed on or near the motor vehicle), and
  - (e) specify contact details for a member of the strata committee, the strata managing agent or a delegate of the owners corporation in relation to the notice.
- (4) The owners corporation may cause a motor vehicle to be moved to another place on common property or to the nearest place to which it may be lawfully moved, or moved so that it no longer blocks an exit or entrance or otherwise obstructs the use of common property, and for that purpose the owners corporation is taken to be the owner of the motor vehicle.
- (5) The Tribunal may, on application by the owners corporation, order that the owner of a motor vehicle moved to another place under this clause, pay to the owners corporation the reasonable costs incurred by the owners corporation in moving the motor vehicle.
- (6) In this clause—

*motor vehicle* has the same meaning as in the *Impounding Act 1993*.

## Part 5 By-laws

### 35 By-laws for schemes before *Strata Schemes Management Act 1996*

For the purposes of section 134(3) of the Act, the by-laws for a strata scheme that was in existence before the commencement of the *Strata Schemes Management Act 1996* are the by-laws set out in Schedule 2.

**Note.** By virtue of section 134(3) of the Act, the by-laws also include any amendments to the by-laws set out in Schedule 2, and any additional by-laws made for the scheme, as in force before the commencement of section 134 of the Act. The by-laws may also be amended in accordance with the Act.

### 36 Occupancy limits—exception

- (1) For the purposes of section 137(3)(b) of the Act, a by-law that limits the number of adults who may reside in a lot has no effect if all of the adults who reside in the lot are related to each other.
- (2) For the purposes of this clause, a person is related to another person who resides in a lot if—
  - (a) the person is the parent, guardian, grandparent, son, daughter, grandchild, brother, sister,

uncle, aunt, niece, nephew or cousin of the other person, or

- (b) the person is such a relative of the other person's spouse or de facto partner or former spouse or de facto partner, or
  - (c) the person is the spouse or de facto partner of the other person, or
  - (d) the person is the carer of, or is cared for by, the other person.
- (3) For the purposes of this clause, a person who is an Aboriginal person or a Torres Strait Islander is also related to another person if the person is, or has been, part of the extended family or kin of the person according to the indigenous kinship system of the person's culture.

### 37 Model by-laws

For the purposes of section 138 of the Act, the by-laws set out in Schedule 3 are model by-laws that may be adopted, either in whole or in part, as the by-laws for a strata scheme.

## Part 6 Insurance

### 38 Approved insurers

- (1) A Lloyd's underwriter authorised to carry on insurance business, or exempted from authorisation, under the *Insurance Act 1973* of the Commonwealth is an approved insurer for the purposes of paragraph (b) of the definition of **approved insurer** in section 4(1) of the Act.
- (2) In this clause—

*Lloyd's underwriter* has the same meaning as in the *Insurance Act 1973* of the Commonwealth.

### 39 Manner of calculation of insurance limit under damage policy

- (1) For the purposes of section 161(1)(a) of the Act, the minimum amount for which a building is to be insured is to be not less than the amount calculated in accordance with subclause (2).
- (2) For the purposes of section 161(2) of the Act, the amount to which the liability of an insurer may be limited under a damage policy is to be calculated by adding together the following amounts—
  - (a) the estimated cost, as at the date of commencement of the damage policy, of—
    - (i) carrying out the work that a damage policy is required to provide for under section 161 of the Act, and
    - (ii) making the payments that a damage policy is required to provide for under section 161 of the Act,
  - (b) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 24 months following the date of commencement of the damage policy.
- (3) The amounts referred to in subclause (2)(a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).



#### **40 Insurance amount**

For the purposes of section 164(2) of the Act, the minimum insurance cover for the purposes of damage to property, death or bodily injury for which the owners corporation could become liable in damages is \$20,000,000.

### **Part 7 Records and information about strata schemes**

#### **41 Electronic voting records**

- (1) For the purposes of section 180(1)(j) of the Act, records relating to electronic voting for motions for resolutions by an owners corporation must be retained by an owners corporation.
- (2) For the purposes of section 180(2) of the Act, the period for which an owners corporation is required to retain voting papers under section 180(1)(g) of the Act or records referred to in subclause (1) is 13 months, if the voting papers or records relate to secret ballots, unless the papers relate to the appointment of a strata renewal committee or other decisions in connection with Part 10 of the *Strata Schemes Development Act 2015*.

#### **42 Inspection of records**

For the purposes of section 182(3)(k) of the Act, the owners corporation must make available for inspection the accounting records and other records relating to the strata scheme that are kept by the strata managing agent.

#### **43 (Repealed)**

### **Part 8 Building defects**

#### **44 Interpretation**

Words and expressions used in this Part have the same meaning as they have in Part 11 of the Act.

#### **45 Building inspectors**

For the purposes of section 193(2) of the Act, a person who is a member of a strata inspector panel established by any of the following bodies is qualified to be appointed as a building inspector—

- (a) the Housing Industry Association,
- (b) the Master Builders Association of New South Wales,
- (c) the Australian Institute of Building,
- (d) the Australian Institute of Building Surveyors,
- (e) the Australian Institute of Building Consultants,
- (f) the Institute of Building Consultants Inc,
- (g) Engineers Australia,
- (h) the Australian Institute of Architects,

- (i) the Association of Accredited Certifiers.

#### **46 Disclosure of previous employment by developer**

For the purposes of section 195(2) of the Act, a building inspector must disclose previous employment by the developer or a contractor of the developer that occurred at any time within the period of 2 years before appointment as a building inspector.

#### **47 Interim reports: section 199(2) of Act**

An interim report by a building inspector must be in the form approved by the Secretary and contain the matters specified in the form.

#### **48 Final report: section 201(2) of Act**

A final report by a building inspector must be in the form approved by the Secretary and contain the matters specified in the form.

#### **49 Notice to owners of reports: section 202(3) of Act**

A notice to owners of the receipt of an interim or final report by a building inspector must contain the following particulars—

- (a) whether the report is an interim or final report,
- (b) how to obtain an electronic copy of the report.

#### **50 Contract price for determining building bond**

- (1) For the purposes of the definition of ***contract price*** in section 189 of the Act, the contract price for building work is the total price paid under all the applicable contracts for the building work as at the date of issue of the occupation certificate.

**Note.** Under section 211(3) of the Act, the Tribunal may make an order determining the contract price of building work for the purposes of determining the amount of a building bond.

- (2) However, the contract price for building work is to be the price set out in a cost report prepared by a quantity surveyor who is a member of the Australian Institute of Quantity Surveyors or the Royal Institute of Chartered Surveyors, and is not connected to the developer or the builder, if—
  - (a) there is no written contract for the building work, or
  - (b) the parties to the building contract are connected persons.
- (3) A cost report prepared by a quantity surveyor for the purposes of this clause must include the costs of the following and be accompanied by a certificate by the quantity surveyor that he or she has inspected the as-built drawings and specifications for the strata plan to which the report relates—
  - (a) construction and fit out costs, not including appliance and PC items,
  - (b) demolition and site preparation,
  - (c) excavation,

- (d) car parking,
- (e) costs for the common property that is included in the property plan, including landscaping, pools, fencing and gates,
- (f) professional fees,
- (g) taxes applied in the calculation of the as-built construction.

#### **51 Maturity dates for building bonds**

A building bond must be able to be claimed or realised for a period of not less than 2 years and not more than 3 years after the date of the occupation certificate for the building work to which it applies.

#### **52 Additional documents to be lodged with building bond**

A developer must, when giving a building bond to the Secretary, also give the Secretary the following documents and information, in the manner approved by the Secretary—

- (a) a lodgment form in the form approved by the Secretary,
- (b) the strata plan number of the strata scheme concerned,
- (c) the street address of any building to which the bond relates,
- (d) the name and address of the principal certifying authority for any building work to which the bond relates,
- (e) an address for service for the developer,
- (f) an address for service for the owners corporation for the strata scheme,
- (g) a copy of any documents relevant to the determination of the contract price used to calculate the amount of the building bond,
- (h) a copy of the contract or contracts for the building work between the developer and the builder,
- (i) a copy of specifications for the building work, and any variations,
- (j) a copy of any written warranties relating to the building work,
- (k) a copy of any schedule of non-conforming works relating to the building work,
- (l) a copy of all “issued for construction” and “as-built” drawings and specifications relating to the building work,
- (m) a copy of any schedule of approved samples relating to the building work,
- (n) a copy of any development consent or other consents, approvals or certificates issued under the *Environmental Planning and Assessment Act 1979* and relating to the building work,
- (o) a copy of any alternative solutions and fire engineering reports, and the applicable assessment and approval by the principal certifying authority, relating to the building work,

- (p) a copy of any design certificates relating to the building work,
- (q) a copy of *Building Code of Australia* compliance certificates by each subcontractor for any part of the building work carried out by the subcontractor,
- (r) a copy of any inspection report obtained by the developer or builder relating to the building work.

### **53 Application to pay building bond to owners corporation**

For the purposes of section 209(2) of the Act, an application to pay a building bond to the owners corporation must be made not later than 14 days before the last day on which the building bond must be claimed or realised under that section.

### **54 Use of building bond to meet costs of inspections or report**

For the purposes of section 210 of the Act, an amount secured by a building bond may be used to meet the costs of an inspection or a report under Division 2 of Part 11 of the Act, including any fee for the appointment of a building inspector by the Secretary, if—

- (a) the developer of the strata scheme is bankrupt or insolvent and the costs or any fee have not been paid, or
- (b) the developer of the strata scheme is dead or cannot be found or failed to comply with any requirement to appoint a building inspector.

### **55 Payment of building bond**

- (1) The Secretary must not pay the whole or part of an amount secured by a building bond unless the Secretary has given at least 14 days written notice to the owners corporation, the developer of the strata scheme and the builder of the proposed payment.
- (2) If an application to review a decision to pay the whole or part of an amount secured by a building bond is made in accordance with clause 56, the amount is not to be paid until the application for the review is determined or withdrawn.

### **56 Review of decisions**

- (1) For the purposes of section 213 of the Act, the following decisions of the Secretary are reviewable decisions—
  - (a) a decision to appoint a building inspector to carry out a final report under section 200 of the Act,
  - (b) a determination under section 200 of the Act that a developer is not required to arrange for a final report,
  - (c) a decision under section 212 of the Act to vary the period within which an interim report or final report is to be provided, or other action is to be done, under Part 11 of the Act,
  - (d) a decision that the whole or part of a building bond may be claimed or realised for payment to an owners corporation, developer or other person.
- (2) Despite subclause (1), a decision by the Secretary to claim or realise a building bond for

payment is not reviewable if the amount has been paid in accordance with the decision.

- (3) An application for a review of a reviewable decision must be made not later than 14 days after notice of the decision is given by the Secretary to the interested person or, if the interested person is the owner of a lot, to the owners corporation and must—
  - (a) be in writing and signed by the applicant, and
  - (b) specify the decision for which a review is sought and the grounds on which the review is sought, and
  - (c) specify any additional information that is provided by the applicant for the purposes of the review and indicate why the information was not previously provided, and
  - (d) provide an address for giving notice to the applicant of the decision by the Secretary on the review.
- (4) For the purposes of section 213(2)(d) of the Act, a builder who carried out building work to which a reviewable decision relates, or a builder who is responsible for defective building work to which a reviewable decision relates, is an interested person in relation to the reviewable decision.

## **Part 9 Alternative dispute resolution**

### **57 Application of Part**

This Part applies to a mediation conducted under section 218 of the Act.

### **58 Directions of Secretary**

Subject to the Act and this Regulation, the Secretary may give written directions for regulating and prescribing the practice and procedure to be followed in connection with a mediation session, including the preparation and service of documents.

### **59 Attendance and representation**

- (1) A mediation session must be attended by each party or a representative of the party if all other parties consent to the representation.
- (2) Other persons may attend a mediation session with the leave of the mediator.

### **60 Costs**

The parties to a mediation are to pay their own costs associated with the mediation.

### **61 Termination**

- (1) A mediator may terminate a mediation at any time.
- (2) A party may terminate a mediation at any time by giving notice of the termination to the mediator and each other party.

## Part 10 Miscellaneous

### 62 Connected persons

- (1) For the purposes of section 7(1)(f) of the Act, a person that is a corporation (the **principal person**) is connected with another person if the other person—
- (a) is a related body corporate or an associated entity (within the meaning of the *Corporations Act 2001* of the Commonwealth) of the principal person, or
  - (b) holds an executive position (within the meaning of section 7 of the Act) in a related body corporate or an associated entity of the principal person, or
  - (c) holds or will hold any relevant financial interest in the principal person, or is or will be entitled to exercise any relevant power (whether in the person's own right or on behalf of any other person) in the business of the principal person, and by virtue of that interest or power is or will be able to exercise a significant influence over or with respect to the management or operation of the principal person.
- (2) In this clause—
- relevant financial interest**, in relation to a principal person, means—
- (a) any shares in the capital of the principal person, or
  - (b) any entitlement to receive any income derived from a business carried on by the principal person, or to receive any other financial benefit or financial advantage from the carrying on of the business, whether the entitlement arises at law or in equity or otherwise.
- relevant power** means any power, whether exercisable by voting or otherwise and whether exercisable alone or in association with others—
- (a) to participate in any directorial, managerial or executive position in the principal person, or
  - (b) to elect or appoint any person to any such position.

### 63 Limit for gifts to strata managing agents

For the purposes of section 57(3)(d) of the Act, the amount prescribed is \$60.

### 64 Fees

The fees payable under the Act are set out in Schedule 4.

### 65 Penalty notice offences and penalties

- (1) For the purposes of section 250 of the Act—
- (a) each offence created by a provision specified in Column 1 of Schedule 5 is an offence for which a penalty notice may be served, and
  - (b) the penalty prescribed for each such offence is the amount specified opposite the provision in Column 2 of the Schedule.
- (2) If the reference to a provision in Column 1 of Schedule 5 is qualified by words that restrict its

operation to specified kinds of offences, an offence created by the provision is a prescribed offence only if it is an offence of a kind so specified or committed in the circumstances so specified.

**66 Seals of owners corporations—savings provision**

The seal of an owners corporation in existence before the commencement of this clause may continue to be used as its seal for the purposes of the Act or for any other purpose, unless replaced by the owners corporation.

**67 Amendment of Act: clause 1(5) of Schedule 3 to Act**

**Schedule 3 Savings, transitional and other provisions** Omit clause 8(1) and (2). Insert instead—

- (1) A person who held office as an Adjudicator under the former Act immediately before the commencement of this clause ceases to hold the office on a day appointed by the Secretary, being a day not earlier than the determination or finalisation of all proceedings referred to in clause 7.

**68 Amendment of Act: clause 1(5) of Schedule 3 to Act**

**Schedule 3 Savings, transitional and other provisions** Omit clause 14(1). Insert instead—

- (1) The term of appointment of a strata managing agent appointed or reappointed before the commencement of section 50(1) of this Act, that is in force on that commencement, ends on the following day—
  - (a) if the agent was appointed or reappointed for a term (including any roll over or extension period) of 3 years or more, on the day that is 3 years after the term commenced or that is 6 months after the commencement of section 50(1) of this Act, whichever is the later,
  - (b) if the agent was appointed or reappointed for a term (including any roll over or extension period) of less than 3 years, on the day that the term ends or that is 6 months after the commencement of section 50(1) of this Act, whichever is the later.

## **Part 11 Response to COVID-19 pandemic**

**69 Definition**

In this Part—

*relevant strata meeting* has the same meaning as in section 271A of the Act.

**70 Altered arrangements for convening relevant strata meetings—section 271A(1)(a) of Act**

Notice of, or any other document in relation to, a relevant strata meeting may be given to a person by email to an email address specified by the person for the service of documents.

**71 Altered arrangements for voting at relevant strata meetings—section 271A(1)(b) of Act**

- (1) The means of voting specified in clause 14 may be used to determine a matter at a relevant strata

meeting even if the owners corporation or strata committee (as the case may be) has not, by resolution, adopted those means of voting.

- (2) Clauses 14–17 extend to the use, under this clause, of those means of voting.
- (3) If those means of voting are to be used and have not, by resolution, been adopted, the secretary of the owners corporation (or, if a strata managing agent may exercise the functions of the secretary under clauses 14–17, the strata managing agent) must take reasonable steps necessary to ensure that each owner of a lot in the strata scheme or each member of the strata committee (as the case may be) can participate in and vote at the relevant strata meeting.
- (4) To avoid doubt, this clause—
  - (a) applies despite any requirement in the Act for a vote at a relevant strata meeting to be exercised in person, but

**Note.** See clause 28(1) of Schedule 1, and clause 10(1) of Schedule 2, to the Act.
  - (b) does not permit pre-meeting electronic voting to be used for an election.
- (5) A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum for the motion or election.

**Note.** For quorum requirements for relevant strata meetings, see clause 17 of Schedule 1, and clause 12 of Schedule 2, to the Act.

## **72 Alternative to affixing seal of owners corporation—section 271A(1)(c) of Act**

- (1) An instrument or document may, as an alternative to being affixed with the seal of an owners corporation in the presence of the persons referred to in section 273 of the Act, be signed by those persons (each of whom is, in that capacity, a **signatory**) in the presence of those persons (each of whom is, in that capacity, a **witness**).
- (2) The instrument or document must indicate the following—
  - (a) the date on which it is signed and the signatures are witnessed,
  - (b) the name of each signatory and witness,
  - (c) the relationship of each signatory and witness to the owners corporation,

**Note.** For example, the secretary of the owners corporation, the strata managing agent of the owners corporation (or a relevant officer of the strata managing agent), a member of the strata committee of the owners corporation, or an owner of a lot in the relevant strata scheme.
  - (d) if a signatory or witness is the strata managing agent of the owners corporation, or a relevant officer of a strata managing agent that is a corporation—the number of the strata managing agent’s licence under the *Property and Stock Agents Act 2002*.
- (3) A reference in section 273(4)–(6) of the Act to affixing the seal of an owners corporation to an instrument or document is taken to include a reference to signing, and witnessing the signature of, the instrument or document in accordance with this clause.
- (4) For the purposes of this clause—



- (a) the presence of a signatory or witness is taken to be satisfied if the signatory or witness is present by audio visual link, and
  - (b) a signature is not required to be witnessed if it is the signature of—
    - (i) a strata managing agent, or a relevant officer of a strata managing agent that is a corporation, or
    - (ii) if the owners corporation has only 1 owner—the owner.
- (5) In this clause—
- audio visual link** means technology that enables continuous and contemporaneous audio and visual communication between persons at different places, including video conferencing.
- relevant officer** of a strata managing agent that is a corporation means—
- (a) the president, chairperson or other principal officer of the corporation, or
  - (b) any member of staff of the corporation authorised by the president, chairperson or other principal officer to affix the seal of the owners corporation to an instrument or document, or to attest the fact and date of the affixing of the seal.

### **73 Extension of time periods—section 271A(1)(d) of Act**

- (1) A meeting of an owners corporation under section 14 of the Act must be convened and held not later than 6 months after the end of the initial period.
- (2) An owners corporation must, not later than 6 months after transferring money from, or using, the administrative fund or the capital works fund in the manner referred to in section 76 of the Act, determine the amount to be levied, as a contribution to the fund from which the transfer or use was made, to reimburse the amounts paid from the fund.

## **Schedule 1 (Repealed)**

## **Schedule 2 By-laws for pre-1996 strata schemes**

(Clause 35)

### **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.

**Note.** This by-law was previously by-law 12 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 13 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

### **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.

**Note.** This by-law was previously by-law 13 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 14 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

### 3 Obstruction of common property

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

**Note.** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 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.

**Note.** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

**Note.** This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing—
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Note.** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 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.

**Note.** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**Note.** This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 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.

**Note.** This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## 12 Storage of inflammable liquids and other substances and materials

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

**Note.** This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act*

1973 and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

**Note.** This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

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

**Note.** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 15 Garbage disposal

An owner or occupier of a lot—

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Note.** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

### 16 Keeping of animals

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the

lot or the common property.

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

**Note.** This by-law was previously by-law 27 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 28 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**Note.** This by-law was previously by-law 29 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 30 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

**Note.** This by-law was previously by-law 3 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 3 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

## 19 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

# Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

**Note.** These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

## 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## 2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

### **3 Damage to lawns and plants on common property**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

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

### **4 Obstruction of common property**

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

### **5 Keeping of animals**

**Note.** Select option A or B. If no option is selected, option A will apply.

#### **Option A**

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
  - (a) keep the animal within the lot, and
  - (b) supervise the animal when it is on the common property, and
  - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

#### 6 Noise

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

#### 7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—
  - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
  - (b) without limiting paragraph (a), that invitees comply with clause (1).

#### 8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to

children.

## **9 Smoke penetration**

**Note.** Select option A or B. If no option is selected, option A will apply.

### **Option A**

- (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.
- (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.

### **Option B**

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) 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.

## **10 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **11 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **12 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a



similar type in accordance with by-law 14.

### **13 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

### **14 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—  
*washing* includes any clothing, towel, bedding or other article of a similar type.

### **15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins

provided by the local council for waste.

- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law—
  - bin* includes any receptacle for waste.
  - waste* includes garbage and recyclable material.

#### **16 Disposal of waste—shared bins [applicable where bins are shared by lots]**

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law—
  - bin* includes any receptacle for waste.
  - waste* includes garbage and recyclable material.

#### **17 Change in use or occupation of lot to be notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified—
  - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or

sublease commences.

## 18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## Schedule 4 Fees

(Clause 64)

Item	Type of fee	Fee
	<b>Fee payable to Secretary</b>	
1	Lodgment of building bond	\$1,500
	<b>Fees payable to owners corporation</b>	
2	For making records available for inspection under section 182 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
3	For giving a certificate under section 184 of the Act—	
	(a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	\$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
	(b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	\$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate

## Schedule 5 Penalty notice offences

(Clause 65)

Column 1	Column 2
Provision	Penalty
<b>Offences under the Act</b>	
Section 57(2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60(1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 60(2)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 62(1)	\$550 (in the case of an individual) or \$1,100 (in the case of a corporation)
Section 123(2)	\$1,100
Section 160(1)	\$220

Section 160(2)	\$220
Section 249(4)	\$220
Section 258	\$110 (in the case of an individual) or \$220 (in the case of a corporation)

## Historical notes

The following abbreviations are used in the Historical notes:

Am	amended	LW	legislation website	Sch	Schedule
Cl	clause	No	number	Schs	Schedules
Cll	clauses	p	page	Sec	section
Div	Division	pp	pages	Secs	sections
Divs	Divisions	Reg	Regulation	Subdiv	Subdivision
GG	Government Gazette	Regs	Regulations	Subdivs	Subdivisions
Ins	inserted	Rep	repealed	Subst	substituted

### Table of amending instruments

*Strata Schemes Management Regulation 2016 (501)*. LW 12.8.2016. Date of commencement, Part 8 excepted, 30.11.2016, cl 2 (1); date of commencement of Part 8, 1.1.2018, cl 2 (2). This Regulation has been amended as follows—

<b>2017</b>	No 25	<i>Electronic Transactions Legislation Amendment (Government Transactions) Act 2017</i> . Assented to 27.6.2017. Date of commencement, assent, sec 2.
	No 69	<i>Building Products (Safety) Act 2017</i> . Assented to 30.11.2017. Date of commencement of Sch 2.9, 18.12.2017, sec 2 (1) and 2017 (715) LW 15.12.2017.
<b>2018</b>	No 65	<i>Fair Trading Legislation Amendment (Reform) Act 2018</i> . Assented to 31.10.2018. Date of commencement of Sch 8.11, 1.2.2020, sec 2(2) and 2019 (634) LW 20.12.2019.
<b>2020</b>	(243)	<i>Strata Schemes Management Amendment (COVID-19) Regulation 2020</i> . LW 5.6.2020. Date of commencement, on publication on LW, cl 2.

### Table of amendments

Cl 2	Am 2017 No 25, Sch 6 [2].
Cl 3	Am 2018 No 65, Sch 8.11[1].
Cll 13, 20, 43	Rep 2018 No 65, Sch 8.11[2].
Part 11 (cll 69–73)	Ins 2020 (243), Sch 1.
Sch 1	Am 2017 No 69, Sch 2.9. Rep 2018 No 65, Sch 8.11[2].



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

FOLIO: 85/SP71822

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SEARCH DATE	TIME	EDITION NO	DATE
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22/3/2021	4:02 PM	5	13/9/2016

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

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LOT 85 IN STRATA PLAN 71822  
AT MOSMAN  
LOCAL GOVERNMENT AREA MOSMAN

FIRST SCHEDULE

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HUAN JIAN SIA (T AI813755)

SECOND SCHEDULE (2 NOTIFICATIONS)

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- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71822
- 2 AK747559 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

18818 SIA

PRINTED ON 22/3/2021

\* 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. triSearch 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.



FOLIO: CP/SP71822

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SEARCH DATE	TIME	EDITION NO	DATE
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22/3/2021	4:02 PM	7	20/2/2021

LAND

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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)

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- 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)

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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



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 \*\*\*

18818 SIA

PRINTED ON 22/3/2021

\* 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. triSearch 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.

Name of Council/Strata Scheme: **MOSMAN**  
 that the requirements of the "Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986" have been complied with, approves of the proposed:

\*strata plan/strata plan of subdivision

illustrated in the annexure to this certificate.

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

\*The strata plan/strata plan of subdivision is part of a development scheme. The "council" accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent that the plan gives effect to the stage of the strata development contract to which it relates.

\*The council does not object to the encroachment of the building beyond the alignment of **Vista Street and Harbour Street** with a relevant development consent in force that allows the encroachment.

\*This approval is given on the condition that the use of lot(s) (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: **12.12.03**  
 Strata Plan No. **0803**  
 Reprint Development Consent No. **212104**  
 Issued By: **212104**

Completed or details to be supplied: **Associated Development Manager/Developer/Builder**

## Surveyors Certificate

I, **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 (Leasehold Development) Act, 1986

has been met

(2) \* (a) the building encroaches on a public place:

(b) the building encroaches on land (other than a public place) in respect of which encroachment or appropriate easement: has been created by registered +

Conveyancing Act, 1919

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

Signature: **M. J. Andrew**  
 Date: **21/12/2003**

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

THIS IS SHEET 1 OF MY PLAN IN 13 SHEETS

\* Model By-law adopted for this scheme

\* Keeping of Animals : Option A/B/C

\* Schedule of By-laws in 10 sheets filed with plan

\* No By-law apply

\* Strike out whichever is inapplicable

## SCHEDULE OF UNIT ENTITLEMENT

UNIT No.	U.E.	UNIT No.	U.E.	UNIT No.	U.E.	UNIT No.	U.E.	UNIT No.	U.E.
1	81	24	92	47	85	70	110		
2	100	25	89	48	111	71	112		
3	141	26	81	49	100	92	115		
4	105	27	80	50	126	73	91		
5	141	28	89	51	104	74	85		
6	90	29	30	52	96	75	208		
7	106	30	31	53	109	76	95		
8	92	31	32	54	96	77	130		
9	86	32	116	55	101	78	101		
10	81	33	105	56	97	79	125		
11	81	34	125	57	95	80	130		
12	75	35	118	58	87	81	115		
13	69	36	130	59	85	82	345		
14	112	37	92	60	101	83	370		
15	95	38	98	61	88	84	345		
16	115	39	100	62	82	85	86		
17	122	40	86	63	103	86	428		
18	122	41	84	64	213	87	29		
19	118	42	85	65	95	88	3		
20	129	43	81	66	135	89	3		
21	90	44	92	67	111	90	3		
22	98	45	86	68	122	91	3		
23	105	46	85	69	145				
									AGGREGATE 10000

PLAN OF LOT 1 D.P. 1062564.

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

Parish : WILLOUGHBY County : CUMBERLAND

Name of, and address for service of notices on, the owners corporation  
 (Address required on original strata plan only)

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 **ROBERT J. CROSS** Pursuant to Power of Attorney register Book 1232 No. 708, 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 CASTLEBRIDGE ST, SYDNEY  
 (SOLICITOR)

OCSC NOMINEES (AUSTRALASIA) PTY LIMITED  
 (A.C.N. 006 670 055) by its Attorneys who declare that they have no notice of revocation of the Power of Attorney under which this document is signed  
 Registered Book 4143 No 216

SP71822

Registered : 05-02-2004

Purpose : STRATA PLAN

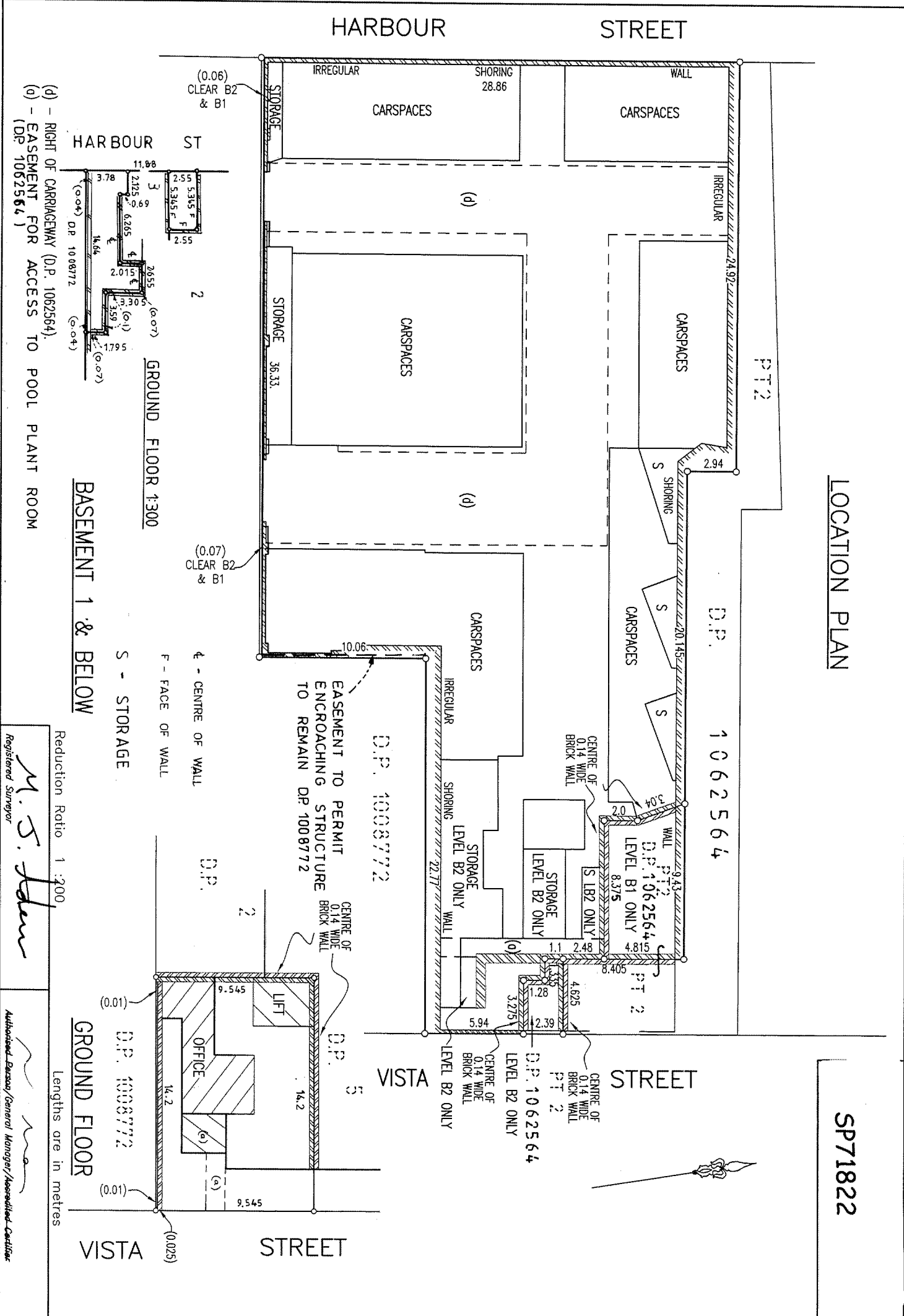
Ref. Map : U1852-532

Last Plan : DP 1062564

THIS STRATA PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 30 SHEETS

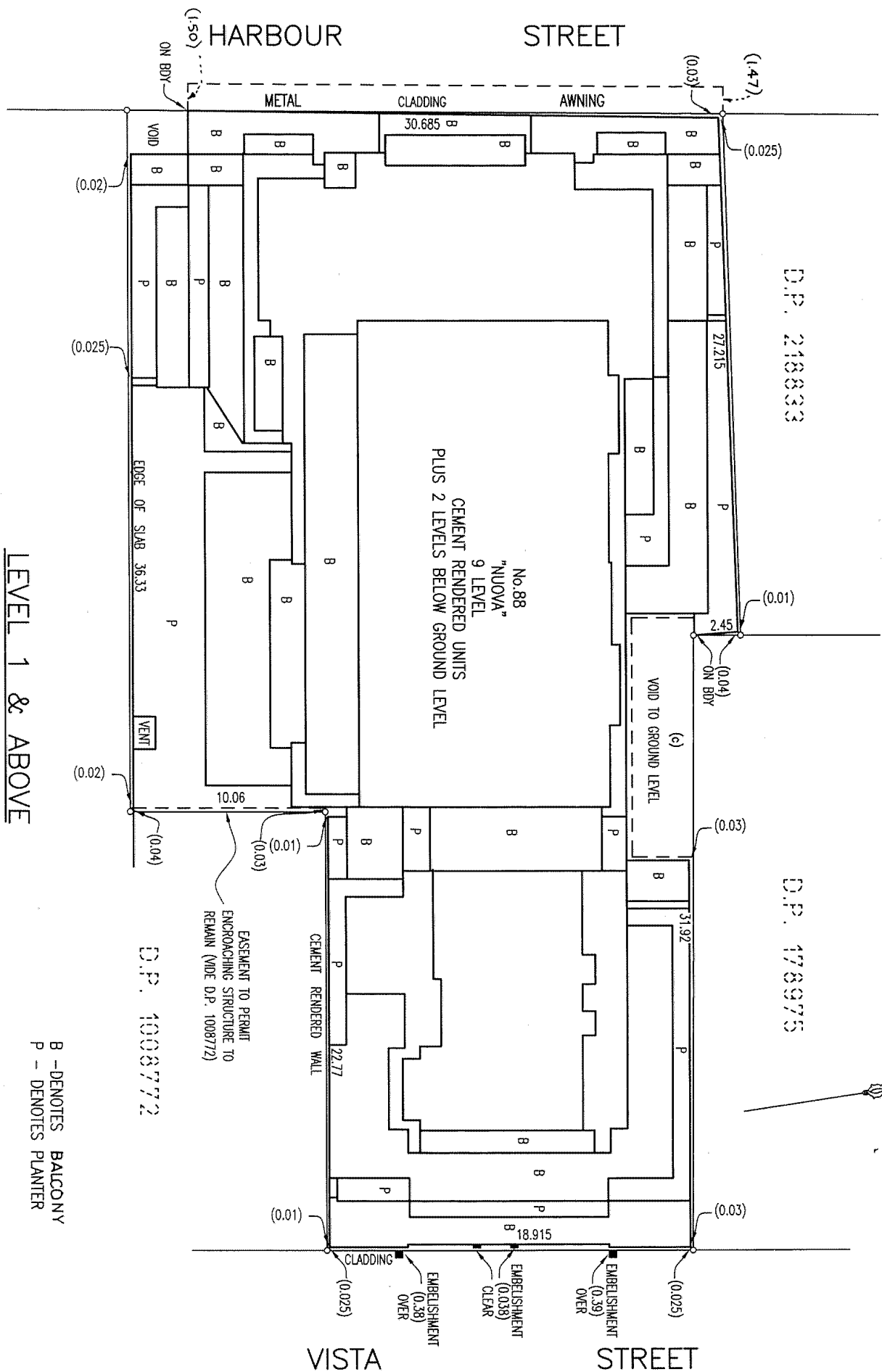
## LOCATION PLAN

SP71822



LOCATION PLAN

SP71822



LEVEL 1 & ABOVE

B - DENOTES BALCONY  
P - DENOTES PLANTER

Reduction Ratio 1:200

Lengths are in metres

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

X:\00\005\STRATA\001015\_MOSMAN-CICIENNA\STRATA-SHT2.DWG

SURVEYOR'S REFERENCE : 001015 SP

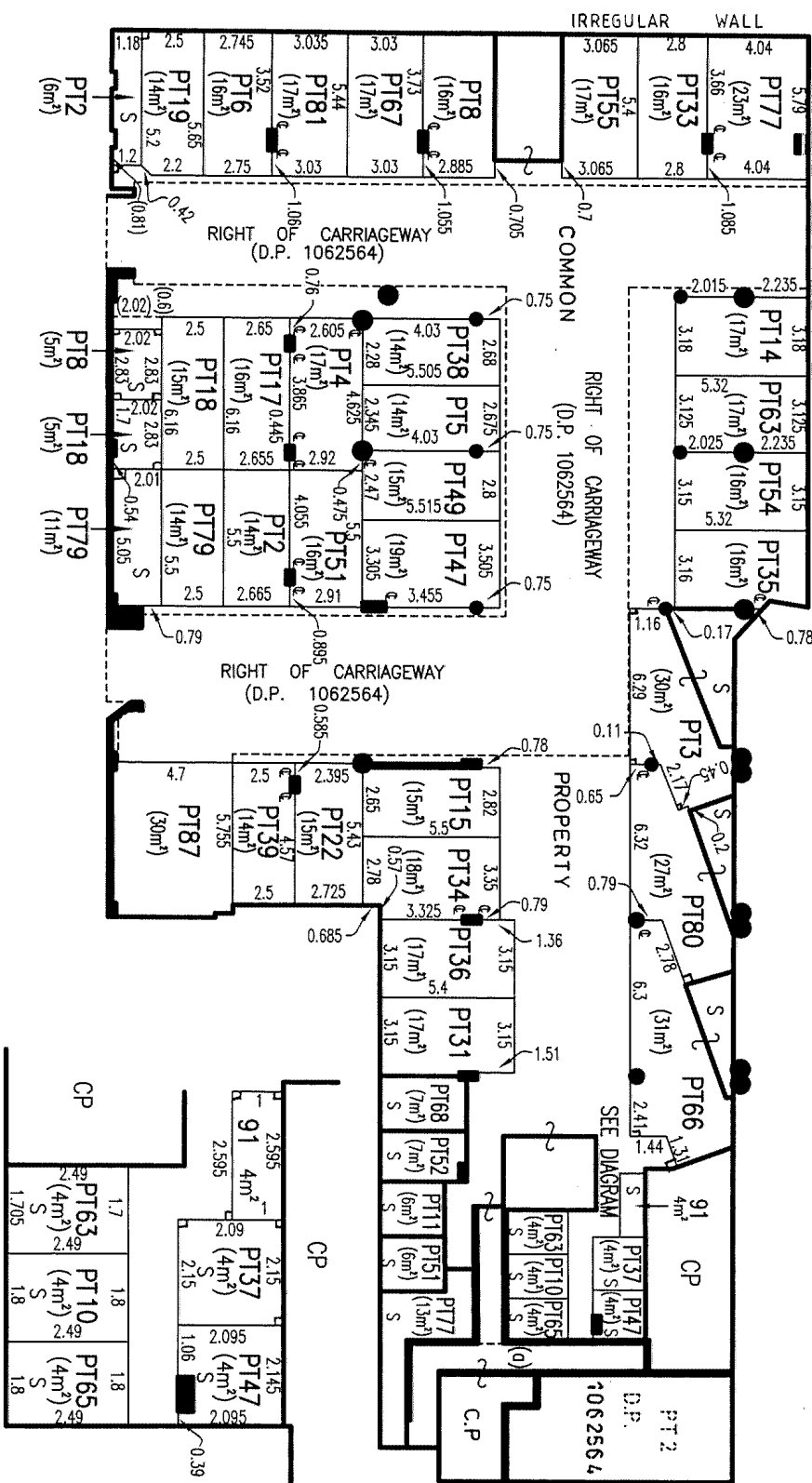
Registered Surveyor  
*M. S. J. J. J.*

Authorised Person/General Manager/Notified Officer  
*[Signature]*

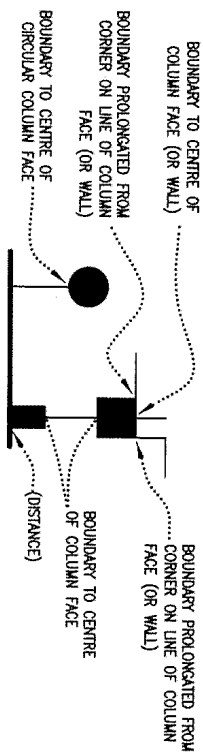
(d) - EASEMENT FOR ACCESS TO POOL PLANT ROOM (D.P. 1062564)  
 S - DENOTES STORAGE  
 CP - DENOTES COMMON PROPERTY

# 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

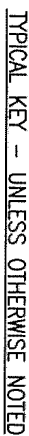
Registered Surveyor

*M. S. Haden*

Authorised Person/General Manager/Responsible Officer

SURVEYOR'S REFERENCE : 001015 SP

SP71822



ROOM DP 106 2564

h. - DENOTES 90°

Lengths are in metres

*J. J. Stuenkel*

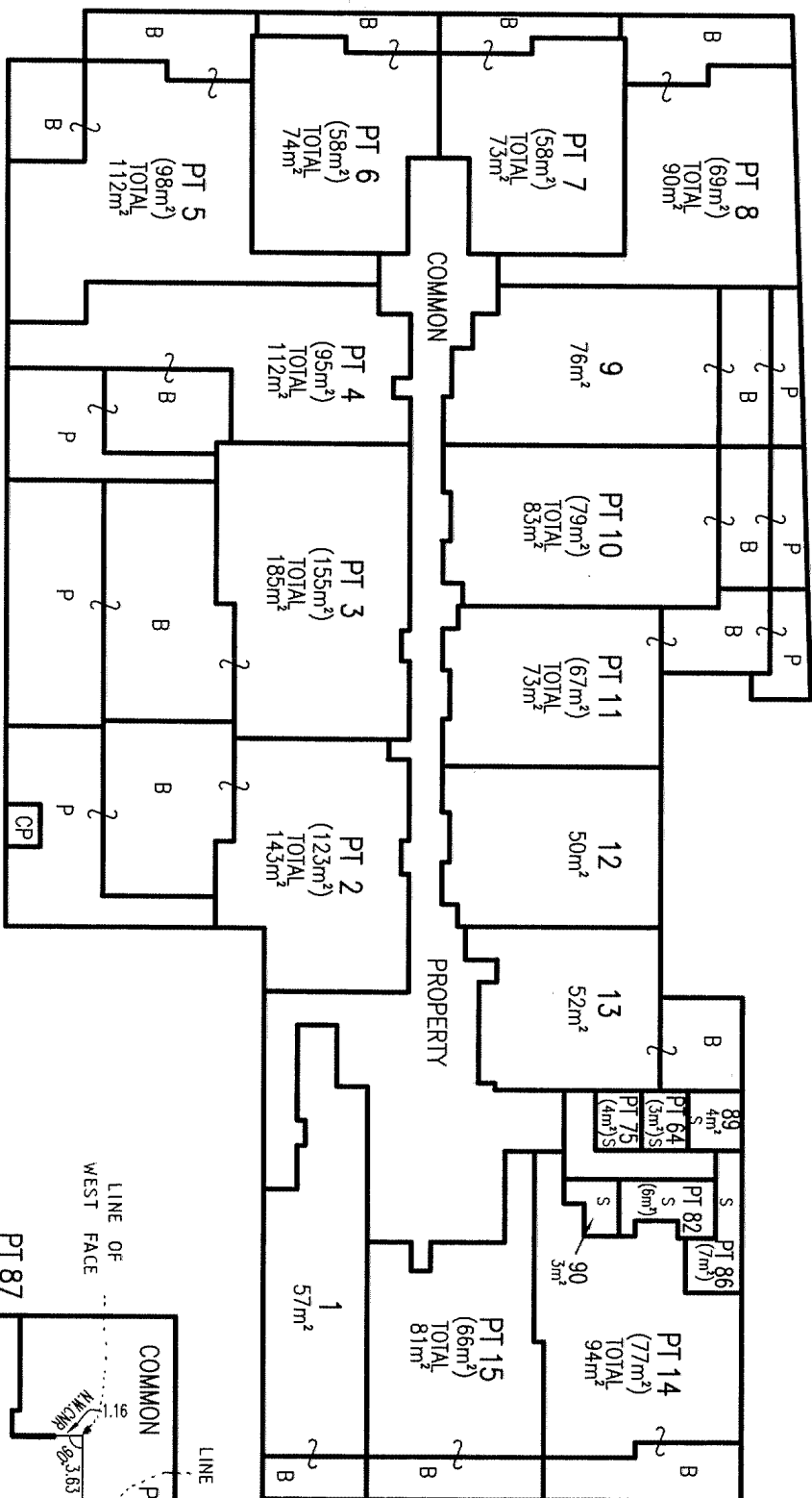
~~Authorised Person/General Manager/Accredited Certifier~~

X:\00JOBS\001015\_MOSMAN--CICIENA\BASE\_01.DWG

SURVEYOR'S REFERENCE : 001015 SP

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

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

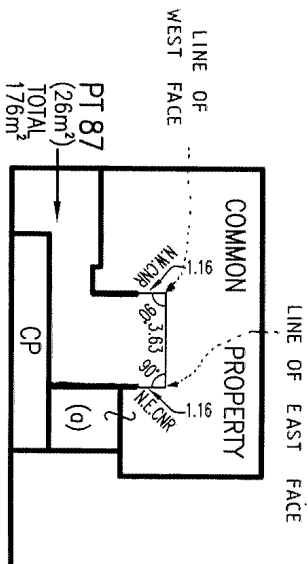
B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY  
P - DENOTES PLANTER  
S - DENOTES STORAGE

STAIRS AND GARBAGE ROOM  
ON GROUND LEVEL ARE  
COMMON PROPERTY.

Reduction Ratio 1 : 1200

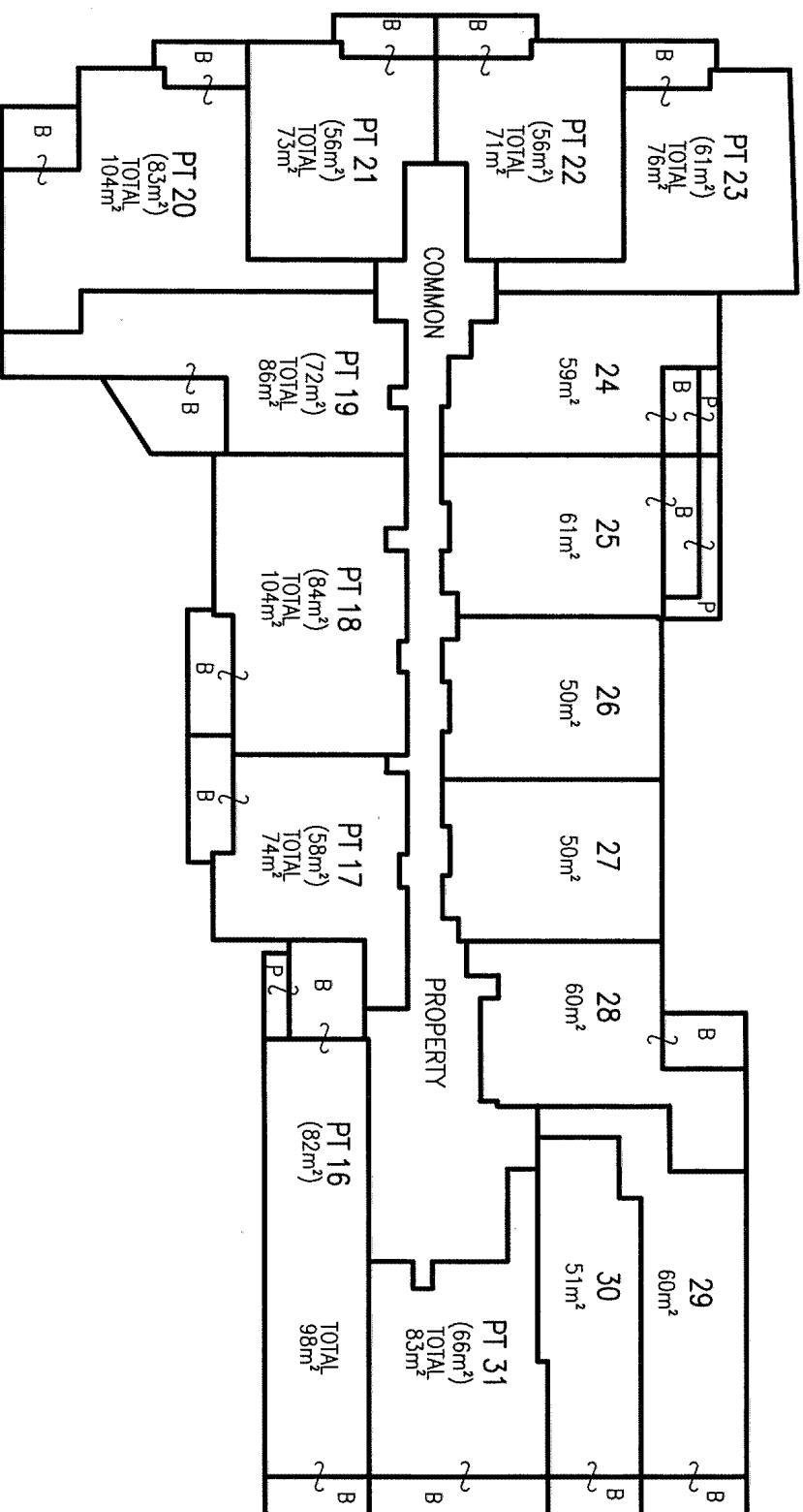
GROUND LEVEL

Lengths are in metres



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

Reduction Ratio 1 : 200

Lengths are in metres

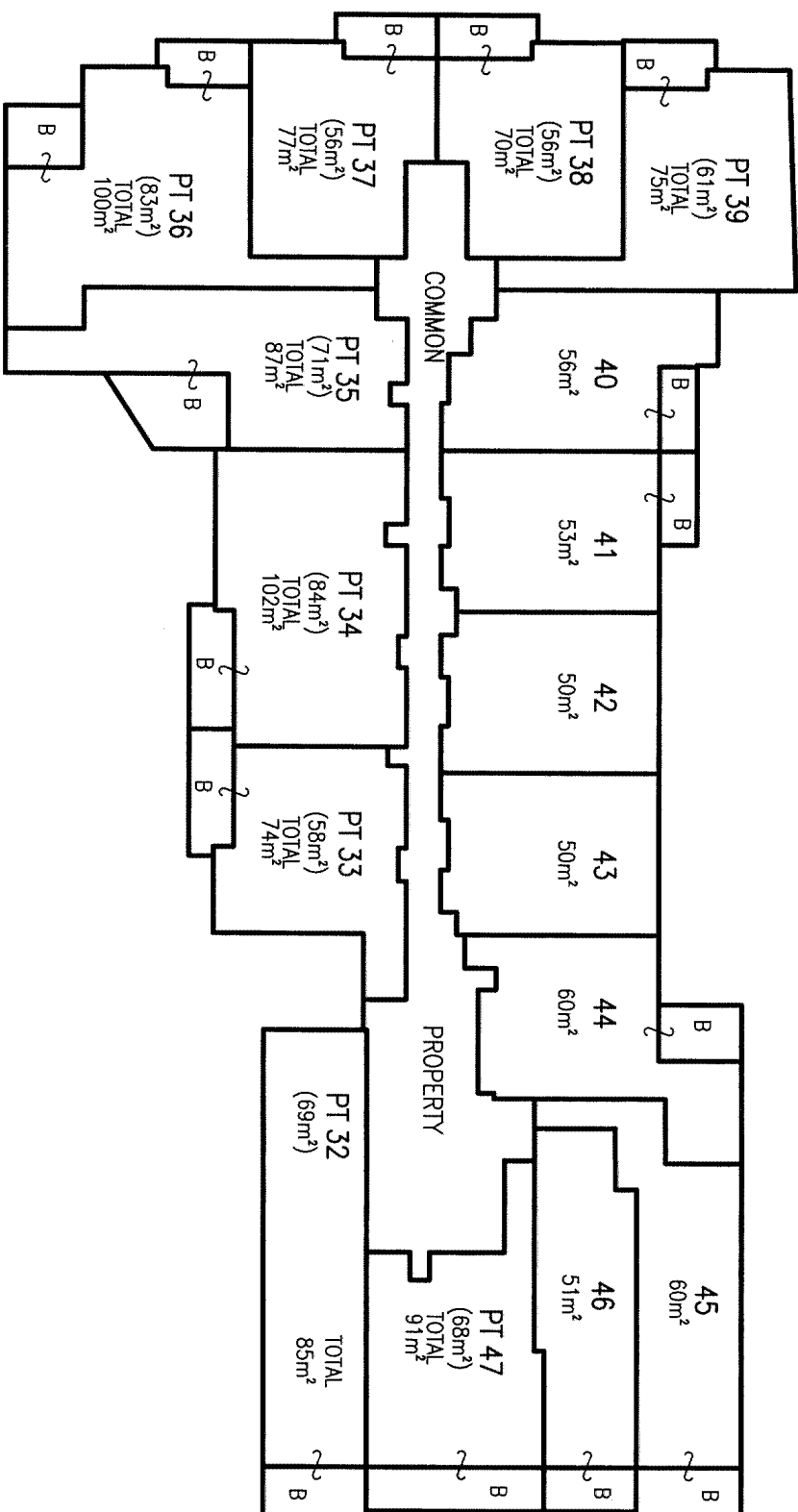
Registered Surveyor  
*M. S. Khan*

Authorised Person/General Manager/Notarised Officer  
*[Signature]*



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

Reduction Ratio 1 : 200

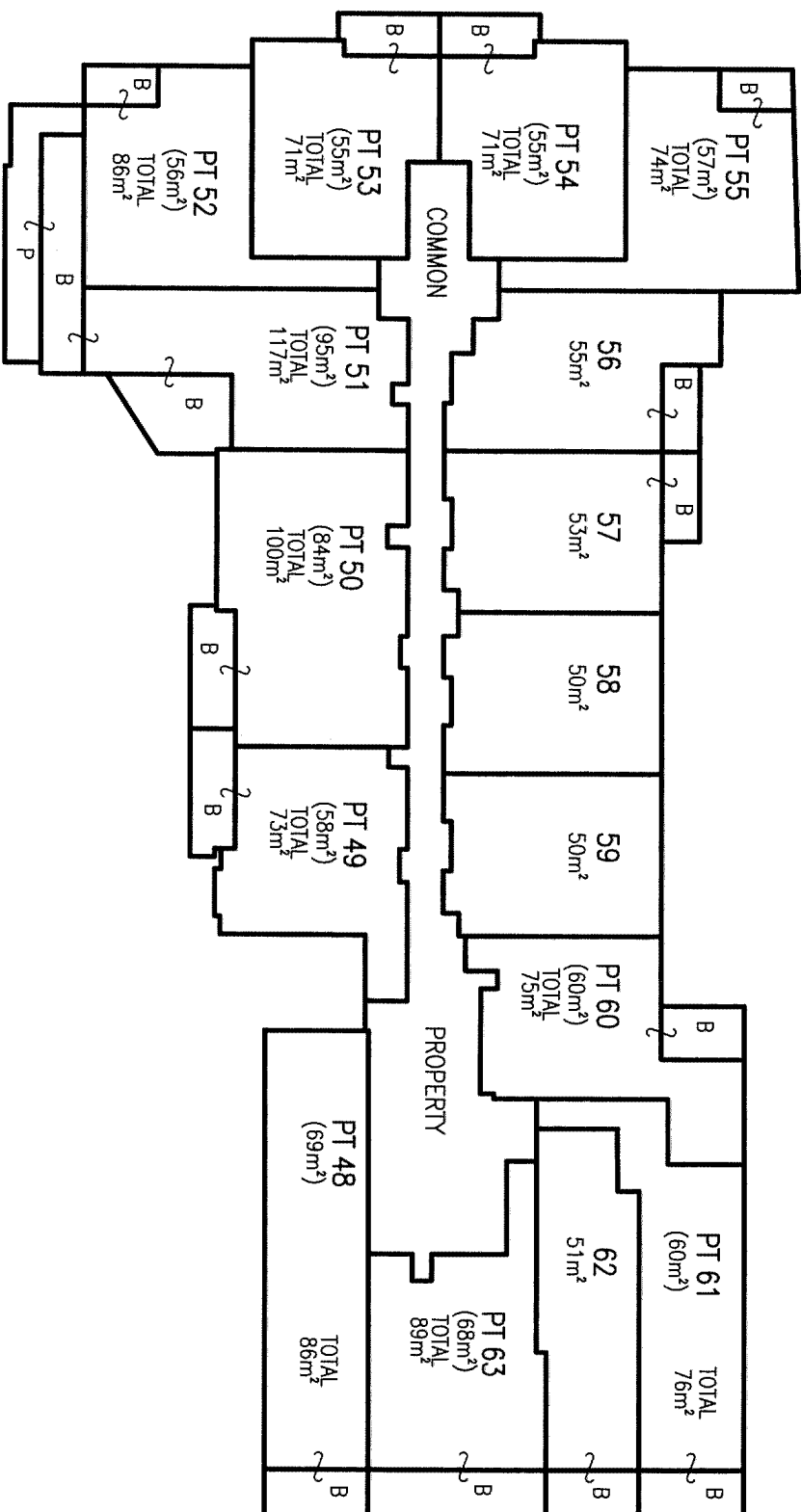
Lengths are in metres

Registered Surveyor

Authorised Deputy/General Manager/ Accredited Cartographer

THE STRATUM 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

Registered Surveyor

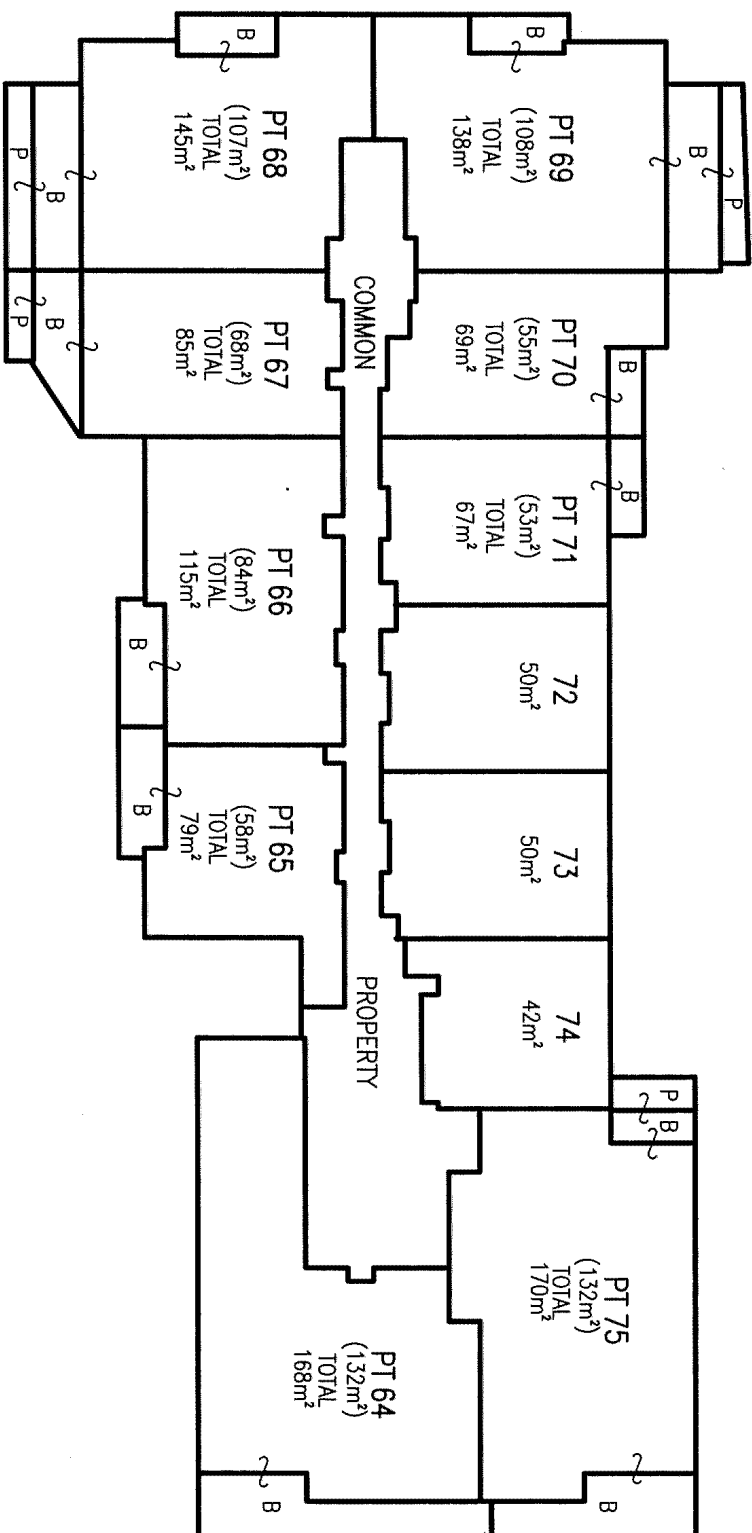
M. S. Swan

Authorised Person/General Manager/Accountable Officer

SURVEYOR'S REFERENCE : 001015 SP

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

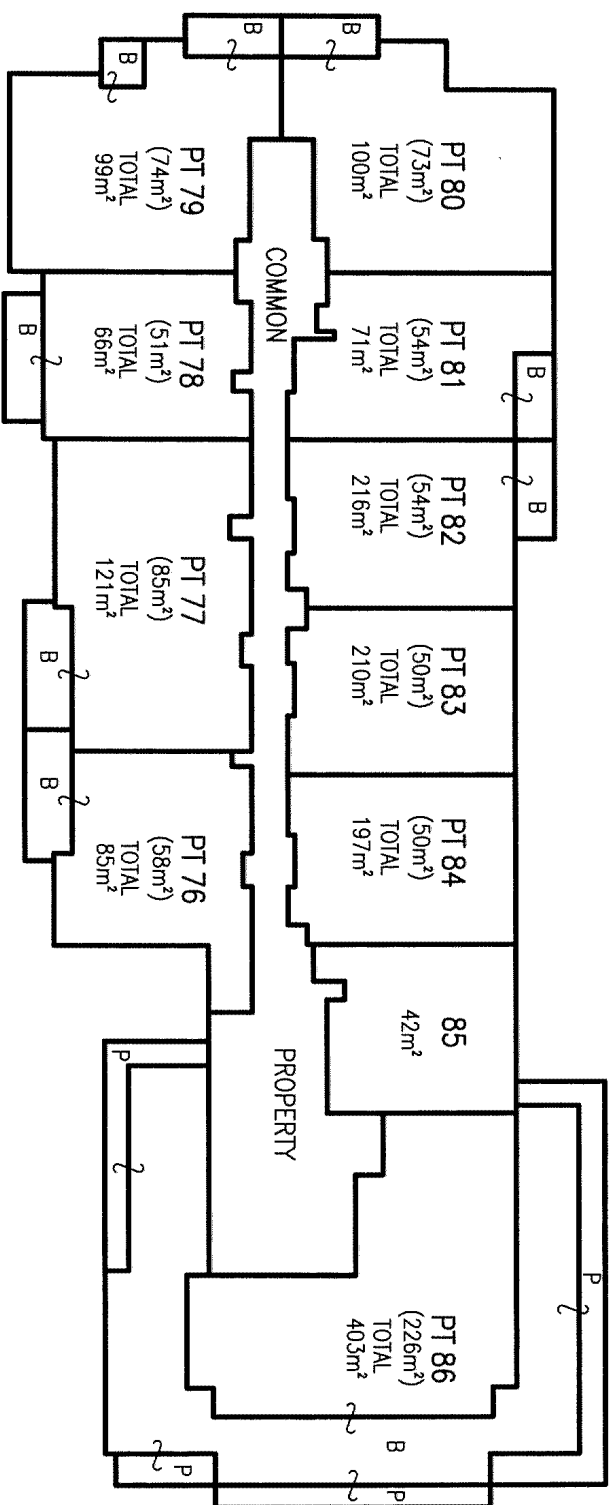
Registered Surveyor

M. S. J. J. J.

Authorised Person/General Manager/Responsible Officer

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

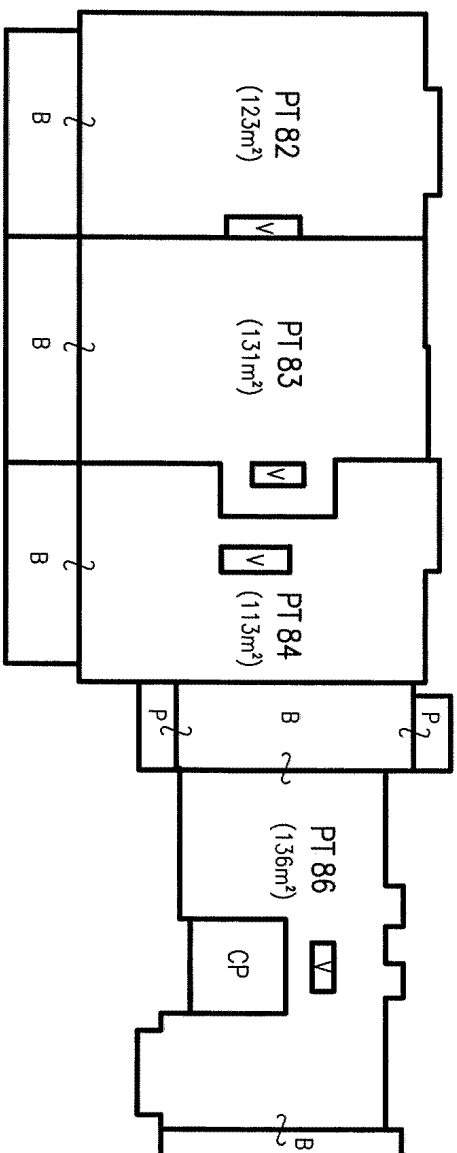
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Notarised Certificate

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

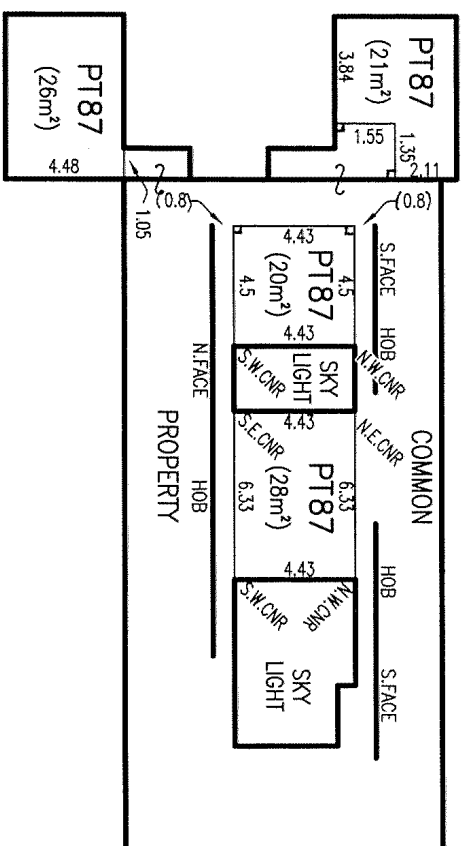
Lengths are in metres

Registered Surveyor  
*M. S. Andrew*

Authorised Person/General Manager/Accredited Certifier  
*M. S. Andrew*

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

SP71822



└─┐ DENOTES 90°

ROOF LEVEL

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor *M. S. Stoker*

Authorised Person/General Manager/Notified Officer *[Signature]*

SURVEYOR'S REFERENCE : 001015 SP

X:\01JOBS\STRATA\001015\_MOSMAN-CICIENNA\RF.DWG

SIGNATURE AND SEALS ONLY

by its Attorney, **KARCO PTY LTD**,  
pursuant to Power of Attorney register B832  
No. 703 and I have no notice of the revocation of  
the said Power of Attorney.

A.C.N.

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

OCCRO NOMINEES (AUSTRALIA) PTY LIMITED  
(A.C.N. 008 610 056) by its Attorneys who  
declare that they have no notice of revocation  
of the Power of Attorney under which this  
document is signed.

Department of Land and Water Conservation Approval  
In approving this plan I certify  
that all necessary approvals in regard to the allocation of the land  
shown herein have been given.

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.104 of the Environmental Planning  
and Assessment Act 1979 have been satisfied in relation to the  
proposed

SUBDIVISION

(Insert subdivision or new road)

Consent Authority: MOSMAN COUNCIL

Date of Endorsement: 12.12.03

Accreditation No:

Subdivision Certificate No: 11/2001.23.1 (03/10)

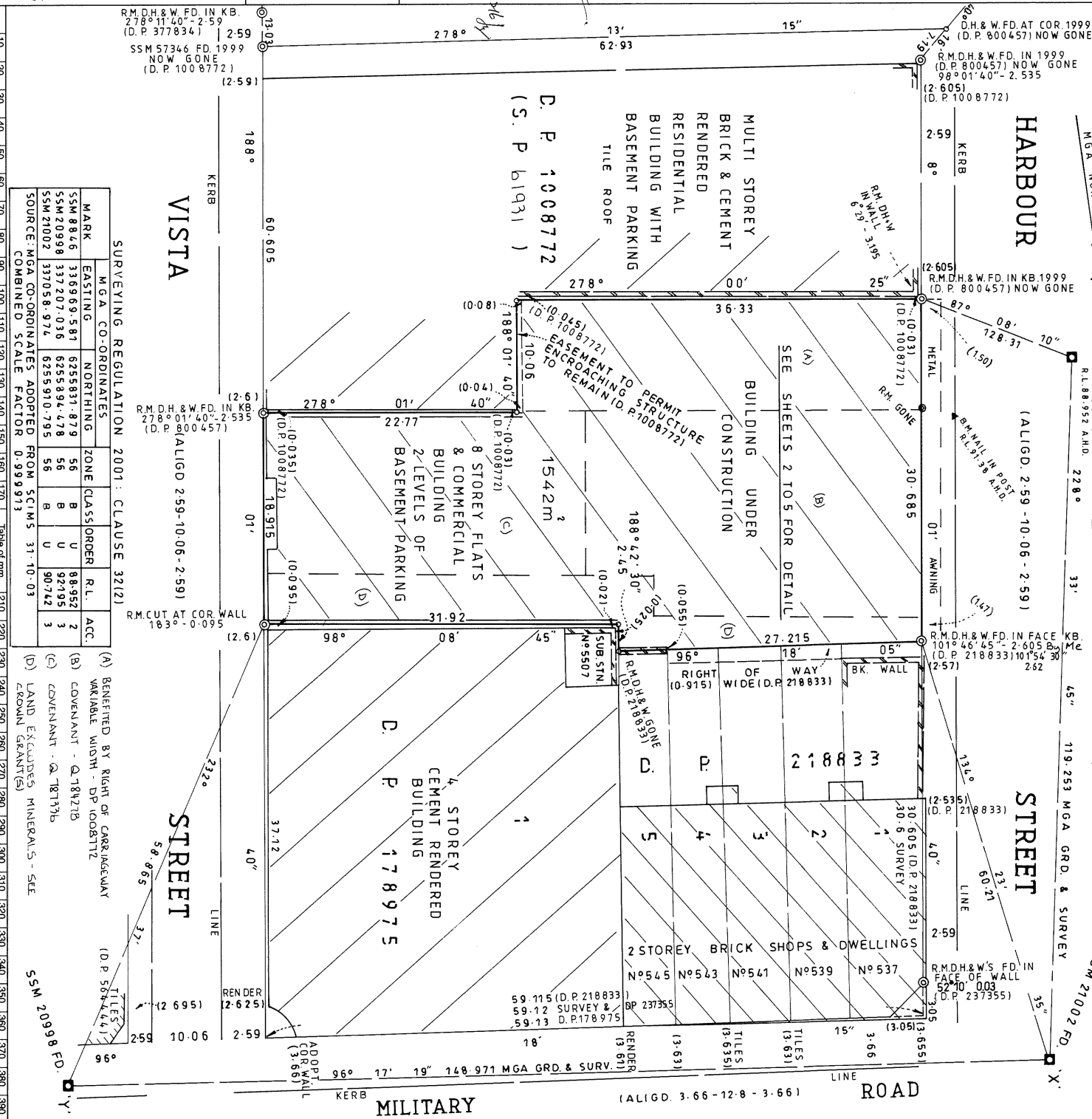
File No: 8/2001.23.1

Note:

When the plan is to be lodged electronically in Land and Property  
information, it should include a signature in an electronic or digital  
format approved by the Registrar-General.

STRATONS REFERENCE: 001015 506

SURVEY INFORMATION ONLY



DP1062564

Registered: 03-02-2004

Title System: TORRENS

Purpose: SUBDIVISION

Plan Map: U1852-572

Last Plan: DP127473

PLAN OF SUBDIVISION OF

LOT 3 D.P. 595551, LOT 11

D.P. 701088 &amp; LOT 1

D.P. 127473

Lengths are in metres

Production Ratio: 1:250

L.G.A.: MOSMAN

Locality: SPIT JUNCTION

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in

(Delete if inapplicable)

6 sheets

Survey in 8

Regulation 2001

L. MARK JOHN ANDREW

DENY LINDEN, COLIS 17 RANDE ST

OF SURRY HILLS 2018

that the survey represented in this plan is accurate, that I have made it

in accordance with the Survey (Practice) Regulation 2001 and was

completed on 31.10.03

The survey relates to: LOTS, AS SHOWN

(Having signed the land actually surveyed or specially any land shown in

this plan that is not the subject of the survey)

(Signatures)

Survey registered under the survey and 1839

Deputy Land: X-Y

Type: Urban Adjoin

Plans used in preparation of Survey/Completion-

D.P. 127473, 178975, 218 831,

237355, 56444, 595551, 701088,

800457, 1008772

MILITARY

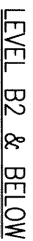
(ALIGD. 3.66-12.8-3.66)

ROAD

- PANEL FOR USE ONLY for statements of intention  
to dedicate public roads, to create public reserves,  
drainage reserves, easements, restrictions on the  
use of land or positive covenants
- PURSUANT TO SECTION 88(1) OF  
THE CONVEYANCING ACT 1919,  
IT IS INTENDED TO CREATE:-
1. EASEMENT FOR ACCESS TO  
POOL PLANT ROOM (a)
  2. RIGHT TO USE GARAGE  
ROOM (b)
  3. EASEMENT FOR LIGHT & AIR (c)
  4. RIGHT OF EGRESS/EGRESS  
EASEMENT FOR EMERGENCY  
EGRESS (e)
  5. EASEMENT FOR SUPPORT &  
SHELTER
  6. EASEMENT FOR SERVICES
  7. EASEMENT TO USE FIRE STAIRS
  8. RIGHT OF ACCESS (f)
  9. RIGHT OF ACCESS (g)
  10. POSITIVE COVENANT
  11. POSITIVE COVENANT
  12. RIGHT OF ACCESS (g)

(d) - EASEMENT FOR ACCESS TO POOL PLANT ROOM LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN THUS RL & IN HEIGHT TO 2.1m ABOVE EACH PLANE.

LP - DENOTES LEVEL PLANE  
SP - DENOTES SLOPING PLANE



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

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

DIAGRAM  
NOT TO SCALE

NOTE:  
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE  
WITHIN EXISTING CONCRETE SLABS

Reduction Ratio 1: 150 (A2)

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 001015 SUB



FOR SURVEY INFORMATION SEE SHEET 1

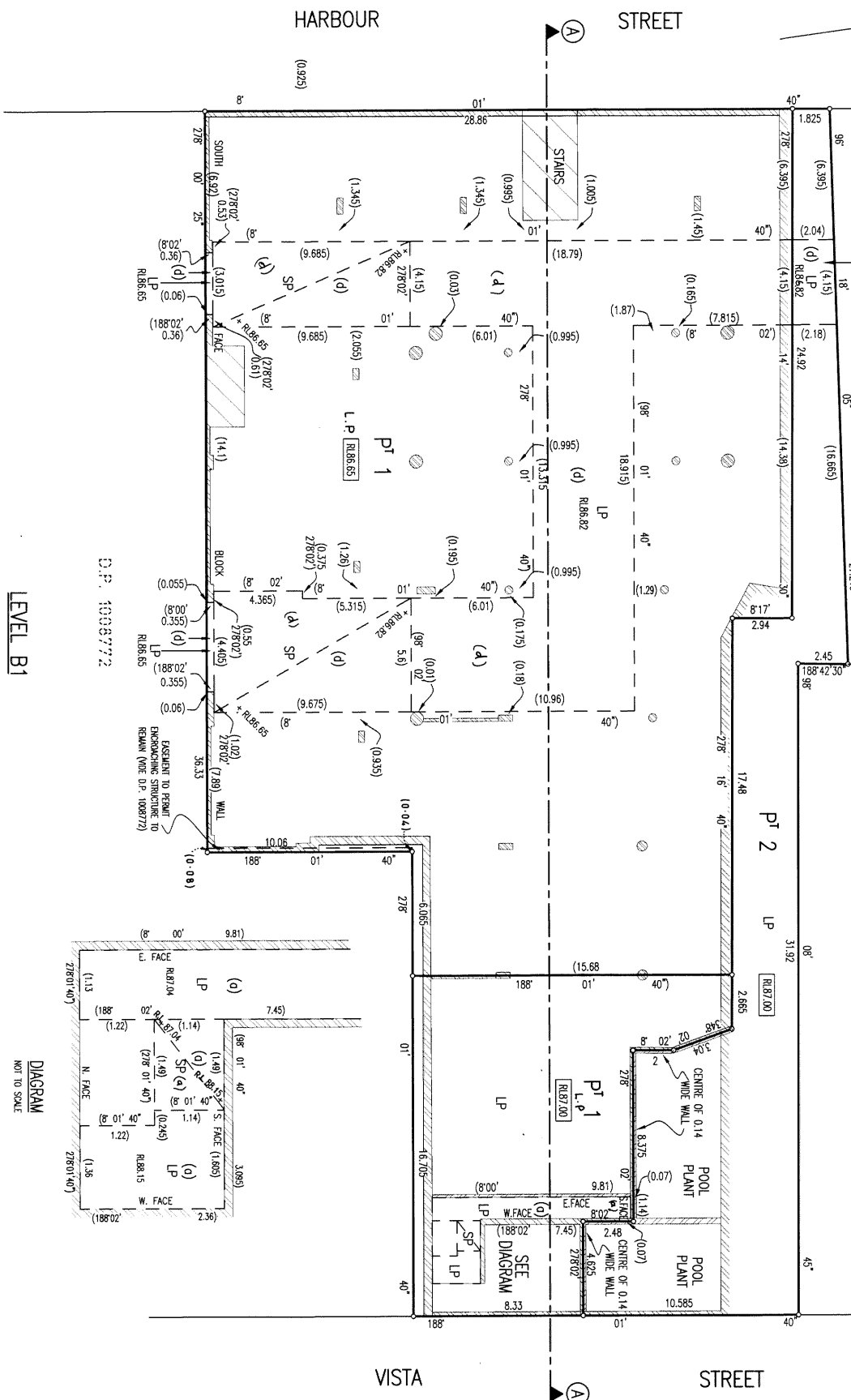
- EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:
1. EASEMENT FOR SUPPORT & SHELTER.
  2. EASEMENT FOR SERVICES.
  3. RIGHT TO USE FIRE STAIRS.

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

LP - DENOTES LEVEL PLANE  
SP - DENOTES SLOPING PLANE

(d) C.P. 218333  
IS UNLIMITED IN DEPTH  
LIMITED IN HEIGHT TO RL.90.9

C.P. 1775975



LEVEL B1

DIAGRAM  
NOT TO SCALE

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

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

NOTE:  
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE  
WITHIN EXISTING CONCRETE SLABS

DP1062564

Registered: 03-03-2004

This is sheet 3 of my plan in 6 sheets  
dated 25/11/03

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 6 sheets  
covered by subdivision certificate No. 03/110  
of 2003

*M.S. Shaw*

Additional Designer/General Manager/Residential Classifier  
For use where space is insufficient in any panel on  
Plan Form 2.

Reduction Ratio 1: 150 (A2)

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 001015 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.

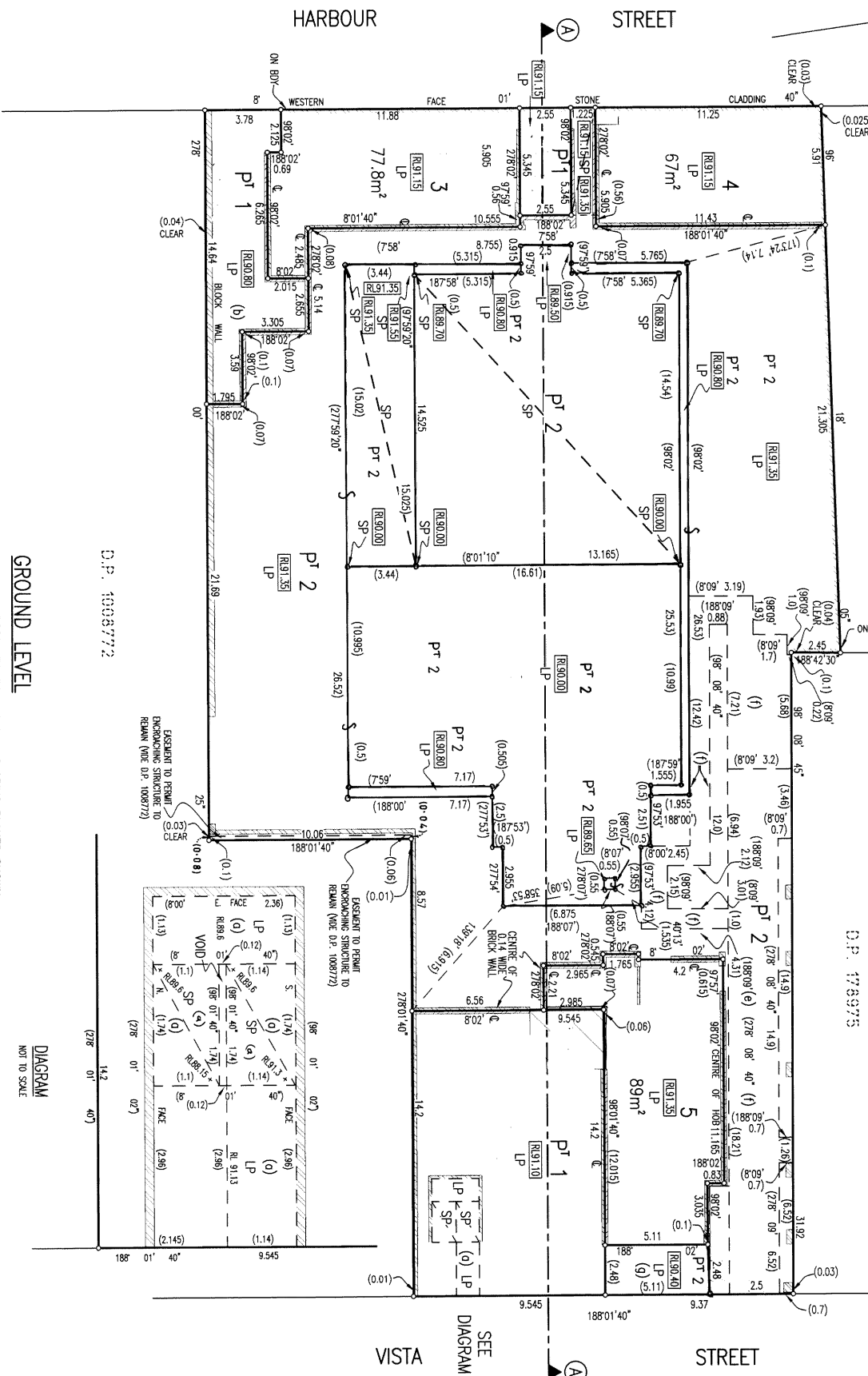
- (a) - EASEMENT FOR ACCESS TO POOL, PLANT ROOM LIMITED IN DEPTH SHOWN THUS RL AND IN HEIGHT TO RL94.00.  
(b) - RIGHT TO USE GARAGE ROOM, AFFECTS PT 1 ONLY.  
(c) - EASEMENT FOR EMERGENCY EGRESS LIMITED IN DEPTH TO RL91.40 AND IN HEIGHT TO RL94.00.  
(d) - EASEMENT FOR ACCESS LIMITED IN DEPTH TO RL91.40 & IN HEIGHT TO RL94.00.  
(e) - RIGHT OF ACCESS

LP - DENOTES LEVEL PLANE  
SP - DENOTES SLOPING PLANE

D.P. 218533

TOTAL AREA LOT 2 - 1188 m<sup>2</sup>

D.P. 178975



GROUND LEVEL

DIAGRAM  
NOT TO SCALE

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

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN  
THUS [ ] AND LIMITED IN HEIGHT TO LOTS SHOWN ON LEVEL 1 (SHEET 5)

NOTE:  
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE  
WITHIN EXISTING CONCRETE SLABS

DP1062564

Registered: 25/11/03

This is sheet 4 of my plan in 6 sheets  
dated 25/11/03

M.S. Shaw

Surveyor registered under Surveyors Act 1929

This is sheet 4 of the plan of 6 sheets  
covered by subdivision certificate No. 03110  
of 2003

Authorised Signatory/General Manager/Approved Certificate

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

Reduction Ratio 1: 150 (A2)

SURVEYOR'S REFERENCE: 001015 SUB

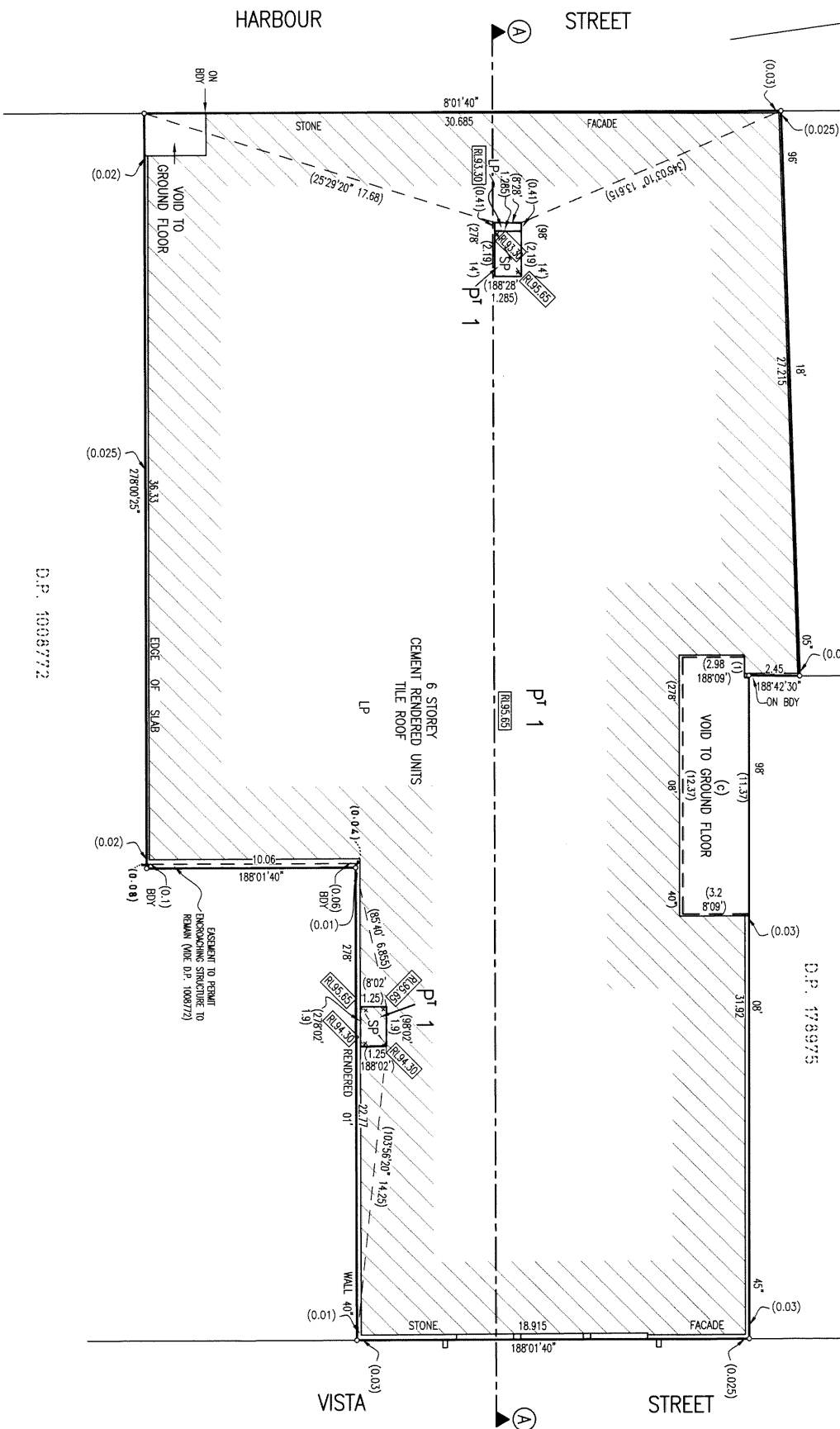
FOR SURVEY INFORMATION SEE SHEET 1  
EASEMENTS AFFECTING THE ENTIRE OF LOTS 1, 2, 3, 4 & 5:  
1. EASEMENT FOR SUPPORT & SHELTER.  
2. EASEMENT FOR SERVICES.  
3. RIGHT TO USE FIRE STAIRS.

(c) - EASEMENT FOR LIGHT & AIR LIMITED IN DEPTH TO LP RL35.95 AND UNLIMITED IN HEIGHT  
LP - DENOTES LEVEL PLANE  
SP - DENOTES SLOPING PLANE

D.P. 218833

AREA LOT 1 - 154.2 m<sup>2</sup>

D.P. 178875



D.P. 1088772

LEVEL 1

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

SEE SHEET 6 FOR SECTION A-A

NOTE:  
HORIZONTAL BOUNDARIES BETWEEN LOTS ARE WITHIN EXISTING CONCRETE SLABS

DP1062564

Registered: 03-02-2004

This is sheet 5 of my plan in 6 sheets  
dated 25/11/03

M. S. [Signature]

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 6 sheets covered by subdivision certificate No. 03110 of 2003

Additional Survey/General Manager/Registered Officer  
For use where space is insufficient in any panel on Plan Form 2.

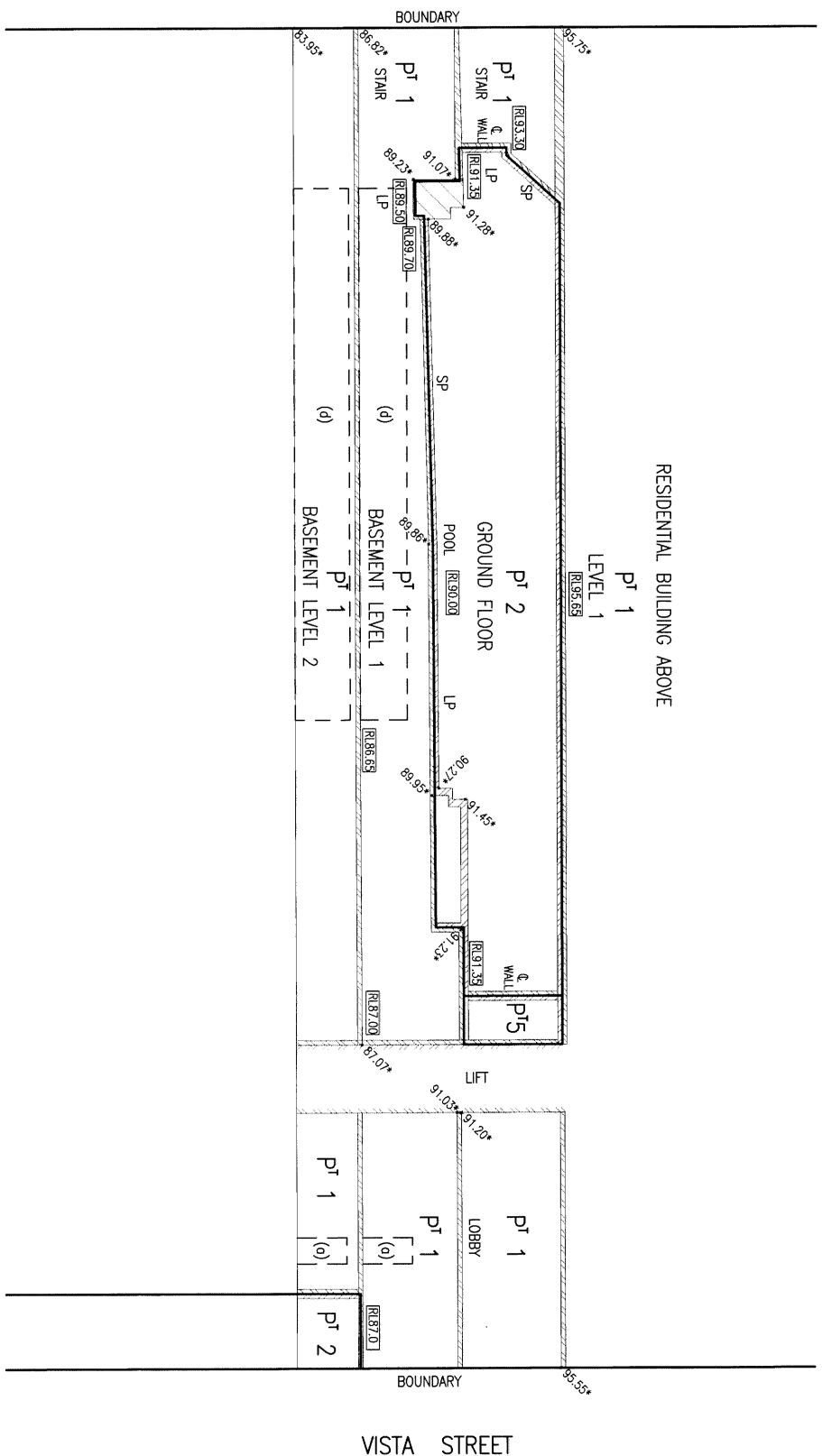
Reduction Ratio 1: 150 (A2)

SURVEYOR'S REFERENCE: 001015 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.

LEVEL SHOWN AS THUS RL \* INDICATES TOP & BOTTOM OF CONCRETE SLAB



SECTION A-A

SCALE 1:150 NATURAL

DP1062564

Registered: 21/07/2004

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

M. S. S. S.

Surveyor registered under Surveyors Act 1929

This is sheet 6 of the plan of 6 sheets  
covered by subdivision certificate No. 03110  
of 2003

Authorised Person/General Manager/Authorized Officer

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

Reduction Ratio 1: 150 (A2)

SURVEYOR'S REFERENCE: 001015 SUB

**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 <b>NOW BEING VOL.15490 FOL.151</b>
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.

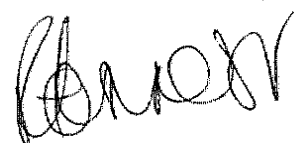
1.2 The Burdened Owner may:

- (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.



# DP1062564

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

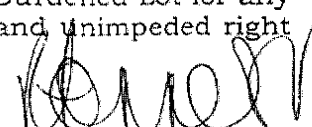
- 2.1 The Benefited Owner has the full, free and unimpeded right to use the garbage room located within the Easement Site for the purpose of access to and from the garbage room for the purpose of transporting and storing garbage, trade waste (as permitted by law), recyclable materials and other refuse 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





# DP1062564

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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 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;

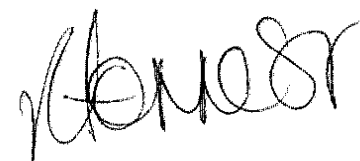
except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

## 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 repass 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;



# DP1062564

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.

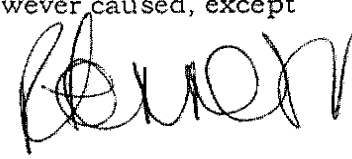
6.2 The Benefited Owner has the right to enter on the Burdened Lot and also to remain there for the reasonable time necessary (with any tools, implements and machinery scaffolding or other materials necessary) for the purpose of installing, inspecting, cleaning, repairing, maintaining or renewing or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

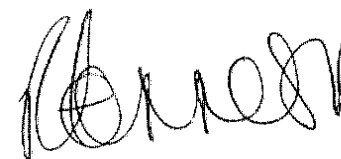
The Benefited Owner and the Burdened Owner, acting jointly.

**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 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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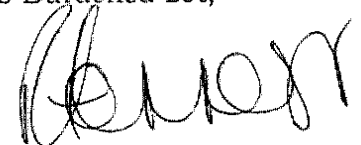
Sheet 8 of 11

**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:**

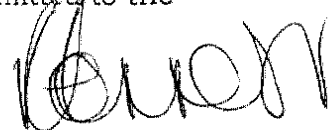
- 10.1 In this positive covenant **detention system** means the detention system approved by the Prescribed Authority pursuant to development consent no 8.2001.23.1 and marked on the plan.
- 10.2 The Burdened Owner will at its own expense well and sufficiently maintain and keep in good and substantial 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.

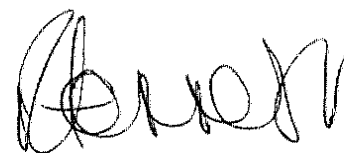
**The parties authorised to vary release or modify**

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.



DP1062564

Sheet 11 of 11

~~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 41332  
No. 703 and I have no notice of the revocation of  
the said Power of Attorney.

*in the presence of:*

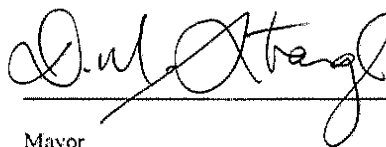
~~Director~~

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


Please print (SOLICITOR)

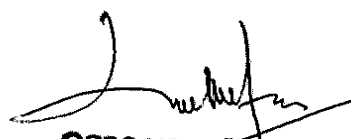
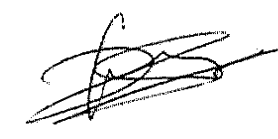
The common seal of Mosman Municipal Council

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. 216



ELAINE CHONG

Level 2, 77 Castlereagh St  
Sydney NSW 2000

REGISTERED



03-02-2004

**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.

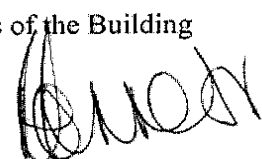
**PART B  
COMPULSORY MATTERS**

**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.





SP / 1022

Sheet 2 of 30 pages

- (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

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#### 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.

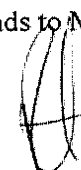
## 3.10 Special Resolution

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.



- (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**

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### **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**

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## **7. STRATA MANAGER AND BUILDING MANAGER**

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### **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.



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- (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

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- (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

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### 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**

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### **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**

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### **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**

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- (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**

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- 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.



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## 19. POOL

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- 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.

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## 20. DEFINITIONS AND INTERPRETATION

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### 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.

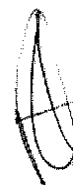
**Building Façade** means and includes all external walls of the Building, but excludes any external windows or glass doors.

**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.





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**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.

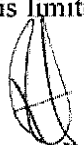
**Strata Lot** means a lot in a Strata Scheme.

**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.



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**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.

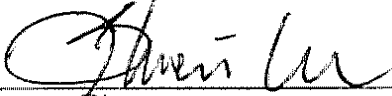


SP71822

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**Signatures, consents and approvals**

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

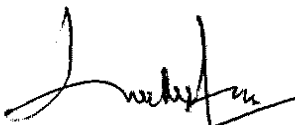
  
Secretary/Director  
Steven Lee  
Print name

Director

Print name

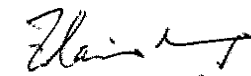
PETER HING

**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

  
(Witness)

Elaine Chung  
75 Castlereagh Street  
Sydney NSW 2000

**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 27 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

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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

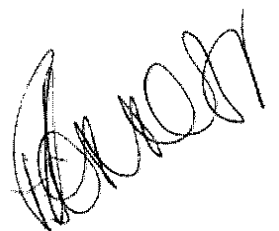
Shared Facility	1	2	3	4	5	Method of allocation (See Schedule 3)
The security access gate to the basement carpark and all passkeys or other method of access via the security gate.	95.5%	0	3%	1.5%	0	D

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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

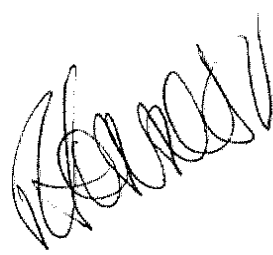


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## SCHEDULE 3 METHODS OF ALLOCATION

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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RP 13A



78 JUL 12 AM



NEW SOUTH WALES

Q 784278

# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

B	C	X
\$	21	①

This form is for use where the short form of transfer is indicated.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by crossing the words rejected must be ruled through and verified by signature or initials in the margin.

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

(a)

THE COUNCIL OF THE MUNICIPALITY OF MOSMAN

hereinafter referred to as the TRANSFEROR

(b) If a tax estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple<sup>(b)</sup>

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

(c) A short note will suffice. If an encumbrance is not yet registered, particulars sufficient for identification must be furnished.

(c)

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 omitted, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup> 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. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e)

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, Cremorne, Company Director as to 24 undivided 100th shares, all as tenants in common

hereinafter referred to as the TRANSFEE

an estate in fee simple<sup>(b)</sup>

In the land described in the following schedule

Insert lot and plan number, portion etc. See also sections 227 and 227A Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
12272	150	Part	Lot 2 in Deposited Plan No.595551	Cumberland	Willoughby
NOW REFIN					
13633	98	WHOLE			

K 1100

RT 457-9

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.

(g) Here insert any covenants, restrictive covenants or exceptions intended to be included. Covenants and restrictive covenants must comply with section 10 of the Conveyancing Act 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form must be used. A binding margin of 11 inches (plus other margin) of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

Dated at SYDNEY NSW this 27th day of June 1978

Further proof of execution will not normally be required if signed or countersigned before any of the following persons, not being a party to the dealing, in the presence of the transferor or transferee:  
Where executed in New South Wales:  
(a) a Justice of the Peace;  
(b) a Commissioner of the Defence Force;  
(c) a Commissioner of the Commonwealth Customs Service;  
(d) a Commissioner of the Commonwealth Police;  
(e) a Commissioner of the Commonwealth Revenue Office;  
(f) a Commissioner of the Commonwealth Social Security Office;  
(g) a Commissioner of the Commonwealth Tax Office;  
(h) a Commissioner of the Commonwealth Customs Service;  
(i) a Commissioner of the Commonwealth Police;  
(j) a Commissioner of the Commonwealth Customs Service;  
(k) a Commissioner of the Commonwealth Revenue Office;  
(l) a Commissioner of the Commonwealth Social Security Office;  
(m) a Commissioner of the Commonwealth Tax Office;  
(n) a Commissioner of the Commonwealth Customs Service;  
(o) a Commissioner of the Commonwealth Police;  
(p) a Commissioner of the Commonwealth Customs Service;  
(q) a Commissioner of the Commonwealth Revenue Office;  
(r) a Commissioner of the Commonwealth Social Security Office;  
(s) a Commissioner of the Commonwealth Tax Office;  
(t) a Commissioner of the Commonwealth Customs Service;  
(u) a Commissioner of the Commonwealth Police;  
(v) a Commissioner of the Commonwealth Customs Service;  
(w) a Commissioner of the Commonwealth Revenue Office;  
(x) a Commissioner of the Commonwealth Social Security Office;  
(y) a Commissioner of the Commonwealth Tax Office;  
(z) a Commissioner of the Commonwealth Customs Service;  
Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth:  
(a) any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part;  
Where executed in foreign country:  
(a) an Australian or British Consular Officer exercising his functions in the country, commissioned officer in the Defence Force or the Commonwealth of Australia, commissioned for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government;  
(b) a Justice of the Peace, if necessary;  
Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person liable to the penalties provided by section 117.

(b) Signed in my presence by the transferor who is personally known to me  
THE COMMON SEAL OF THE COUNCIL OF THE MUNICIPALITY OF MOSMAN was hereunto affixed the 27th day of JUNE 1978 pursuant to a resolution passed the 27th day of JUNE 1978 in the presence of:  
Name of witness (BLOCK LETTERS)  
197 in the presence of:  
Qualification of witness

Transferor  
W. D. Harris  
Mayor

W. P. Parry  
Town Clerk

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

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

W. D. Harris  
Transferee

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

Mark Leicester Chittick  
Transferee



DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER		Lodged by: <u>THE HEALTH TRADING BANK</u>	
(Subject to Covenant)		Address: <u>1100 ST MARTIN PLACE</u>	
Checked <u>24-7-1978</u>		Phone No.: <u>PHONE 239 3155</u>	
Passed		1. <u>1100 ST MARTIN PLACE</u>	
Signed <u>R</u>		2. <u>1100 ST MARTIN PLACE</u>	
Registrar General		3. <u>1100 ST MARTIN PLACE</u>	
		4. <u>1100 ST MARTIN PLACE</u>	
		Received Documents	Receiving Clerk
AUTHORITY FOR USE OF INSTRUMENT OF TITLE <sup>(1)</sup>			
Authority is hereby given for the use of _____			
(Insert reference to certificate, grants or dealings) lodged			
in connection with _____ for the			
(Insert number of plan or dealing)			
registration of this dealing and for delivery to _____			
(BLOCK LETTERS)			
Signature _____			
Name (BLOCK LETTERS) _____			
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY			
(To be signed at the time of executing the within dealing)			
The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____			
Macellaneous Register under the authority of which he has just executed the within dealing.			
Signed at _____			
the _____ day of _____ 19 _____			
Signature of attorney _____			
Signature of witness _____			
CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS <sup>(2)</sup>			
I certify that _____			
the attesting witness to this dealing, appeared before me at _____			
(the _____ day of _____ 19 _____)			
and declared that he personally knew _____			
_____			
the person signing the same, and whose signature he etc he has attested, and that the name purporting to be such signature of the said _____			
_____			
is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.			
Signature _____			
Name (BLOCK LETTERS) _____			
Qualification _____			

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or is the last best authorized previously, the Authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant etc.

(2) Not required where dealing witnessed in accordance with rule (13). In other cases to be signed by one of the persons referred to in rule (13).

RP 13



# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

RECORDED

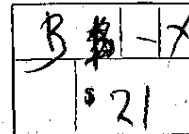
25 AUG 1978

755

EXTRA FEE \$5.00 PAID  
FEE No. 4382-0727

Q 78733 36

OFFICE USE ONLY



Where new restrictive covenants are imposed, or amendments created, or where the form is otherwise unsuitable, Form 13a should be used.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

- (c) Full name, address, and occupation of transferor.
- (d) If a less estate strike out appropriate words and add.
- (e) A short note will suffice, if an encumbrance is not yet registered particulars sufficient for identification must be furnished.

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

(g) Name, address, and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(h) Insert lot and plan number, portion etc. See also sections 127 and 127A Local Government Act, 1919.

(i) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

Where executed in New South Wales -  
Notary Public, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner for taking affidavits, Justice of the Peace, Judge, Justice of the Peace, Magistrate, Mayor, or other chief officer of any local government corporation, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, Minister of religion, notary public, postmaster, school teacher or other executive officer administering local government.

Where executed in any part of the Commonwealth of Australia or in Territories or in any part of the British Commonwealth -  
Any of the persons referred to above, and in addition, an Officer exercising his functions in the part of Government, Government Resident, Chief Secretary, or Registrar of Titles of the part.

Where executed in foreign country -  
At Australia or at British Consular Officer exercising his functions in that country, Commissioner of the Defence Force of Australia, Commissioner for taking affidavits, Judge, Justice of the Peace, Magistrate, Mayor, or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(b) Repeat attestation clause &c., if necessary.

(c) Section 117 Real Property Act, 1900, requires that certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(d) May be witnessed by any responsible person not being a party to this dealing.

(a) **THE COUNCIL OF THE MUNICIPALITY OF MOSMAN** of Council Chambers, Mosman  
hereinafter referred to as the TRANSFEROR

being registered proprietor of an estate in fee simple<sup>(1)</sup>  
in the land hereinafter described, subject to the following encumbrances and interests

(2) Reservations and conditions, if any, contained in Crown Grant.  
Easement 0.925 wide created by registration of D.P. 595551  
For additional covenant see annexure hereto marked "A"

In consideration of **EIGHTY TWO THOUSAND DOLLARS** (\$82,000.00)  
(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(3)</sup>

**CRESCEREMO PTY. LIMITED** hereby transfers to

(c) **CRESCEREMO PTY. LIMITED** of 81A Cheltenham Road, Cheltenham  
hereinafter referred to as the TRANSFEEEE

an estate in fee simple<sup>(1)</sup>  
in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only <sup>(1)</sup>	County	Parish
Volume	Folio				
12272	149 150	Whole part	Lot 1 D.P. 595551	Cumberland	Willoughby
And the Transferee covenants with the Transferor in the terms set out in the annexure "A" hereto					

Dated at *Edgely* this *21st* day of *June* 19*78*

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

**THE COMMON SEAL OF THE COUNCIL OF THE MUNICIPALITY OF**

**MOSMAN** was hereto affixed on the

*28th* day of *APRIL* 1978

(1) pursuant to a resolution of the said Council passed at a duly constituted meeting held at the Town Hall, Mosman

*Rob. Allage*  
Mayor Transferor

*L.G. Pain*  
Town Clerk

(3) Accepted and certified correct for the purposes of the Real Property Act, 1900.

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

**THE COMMON SEAL of CRESCEREMO PTY. LIMITED** was hereunto affixed by

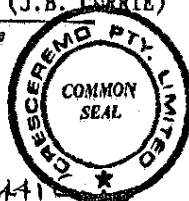
the authority of the Board of Directors

in the presence of

Address of witness

*J.B. CURRIE*  
Solicitor for the Transferee

*C. Applegate*  
*H. Wade*



13633 / 97-99

1-027-1 N 1182


RULE UP ALL BLANKS

27441

12272-149  
150

21/7

Now being whole of land comprised in Cert. of Title, Vol. 13633

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

(b) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant or.

(c) Not required where dealing attested in accordance with s. 26(1). In other cases to be signed by one of the persons referred to in s. 26(1).

"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 21st 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 21<sup>st</sup>  
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. Wolfe*

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

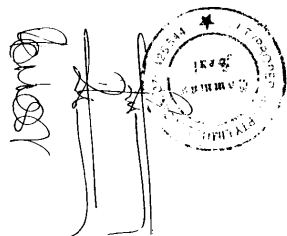
*C. A. Wade*

Secretary

SIGNATURE AND SEALS ONLY

BY  
ANG SING YIK  
10 July 1997  
Book 4176 No. 837

Charles  
MILCOLM NG



EASEMENTS

1. RIGHT OF WAY 6 WIDE (A)
2. RIGHT OF CARRIAGEWAY VAR. WIDTH (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

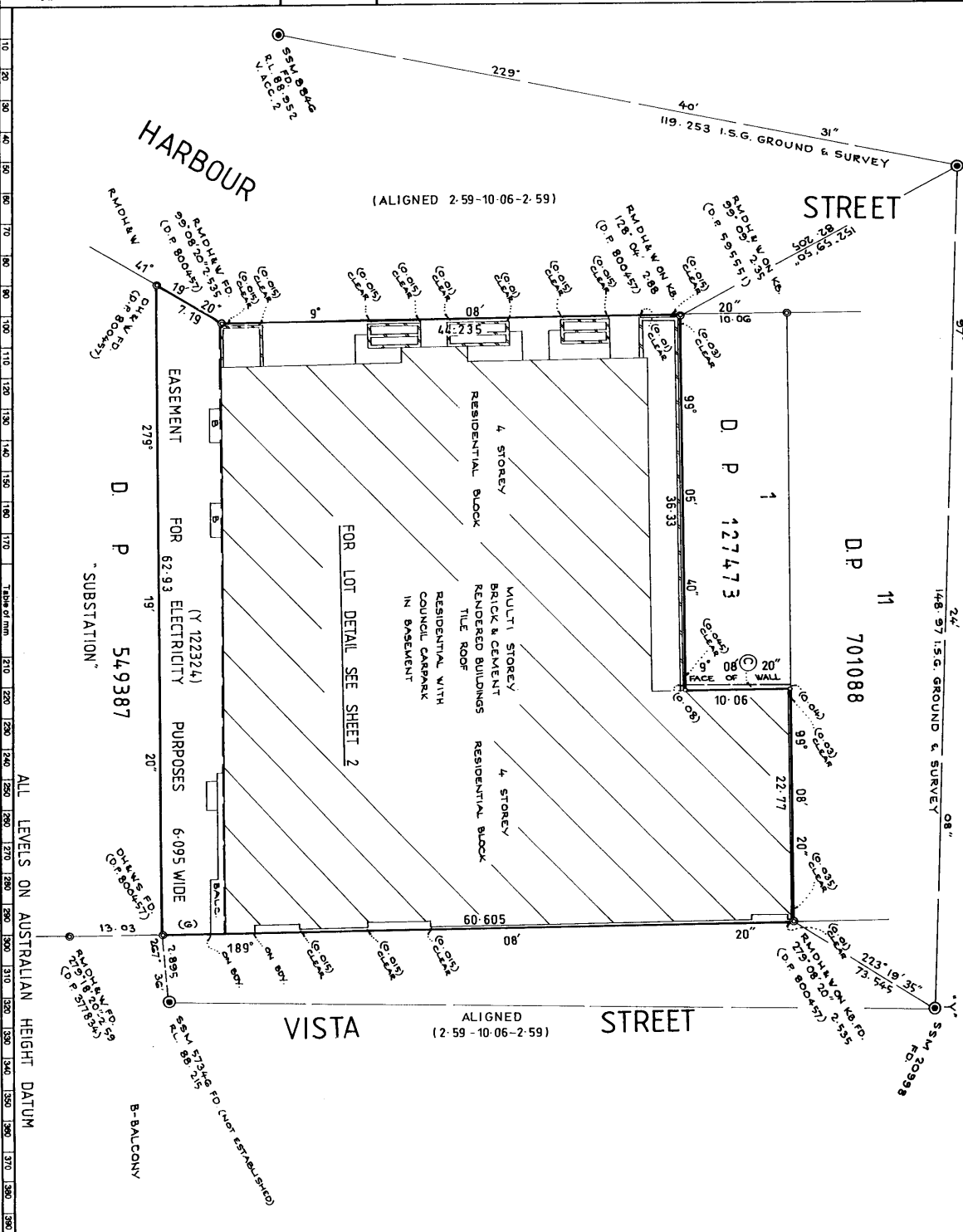
SURVEY PRACTICE REGULATION 1996 CLAUSE 39(2)

MARK	R.L.	1. S.G. CO-ORDINATES	ZONE	ACC.
		EASTING	NORTHING	H. V.
55M 8846	88.992	321952.999	1255740.936	56/1 2 2
55M 21002	322043.911	1255818.102	56/1 2	
55M 20998	322191.631	1255798.910	56/1 2	

SOURCE 1. S.G. CO-ORDINATES ADAPTED FROM DATA PROVIDED BY THE BUREAU OF METROLOGY  
COMBINED SCALE FACTOR 0.99994

AREAS

LOT 101	3222m <sup>2</sup> (RESIDENTIAL)
LOT 102	2842m <sup>2</sup> (PUBLIC CARPARK)



DP1008772

Registered: 13.1.2000

C.A. No 99/1 of 17.12.1999

Time System: TORRENS

Purpose: SUBDIVISION

Ref. MAP: U1852 - 532

Last Plan: DP800457

PLAN OF SUBDIVISION OF LOT 10 D.P.800457

Lengths are in metres. Reduction Ratio 1:300

LGA MOSMAN

Locality: MOSMAN

Parish: WILLOUGHBY

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable).

Surveyors (Practice) Regulation 1996

I, MARK JOHN ANDREW LINER & CO. DX 580 STONEY

a surveyor registered under the Surveyors Act 1993, hereby certify

that the above is a true and correct copy of the survey

as required by the Surveyors (Practice) Regulation 1996 and was

completed on 17/10/99

The survey relates to LOTS 101 & 102

(Delete if inapplicable)

Plans used in preparation of survey/compilation:

D.P.800457

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RIGHT OF WAY 6 WIDE (A)
2. RIGHT OF CARRIAGEWAY (B)
3. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (C)
4. RIGHT TO USE FIRE STAIRS.
5. POSITIVE COVENANT. (D)
6. POSITIVE COVENANT.

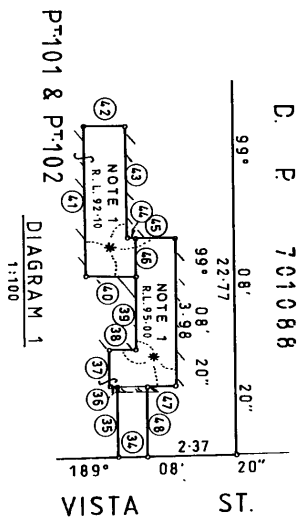
SURVEYORS REFERENCE: 961211 SUB

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ALL LEVELS ON AUSTRALIAN HEIGHT DATUM

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

\* DENOTES FACE OF WALL



FOR SURVEY INFORMATION SEE SHEET 1

DP1008772

Registered:

This is sheet 3 of my plan in 3 sheets  
dated 17/10/09

*M. S. Jackson*

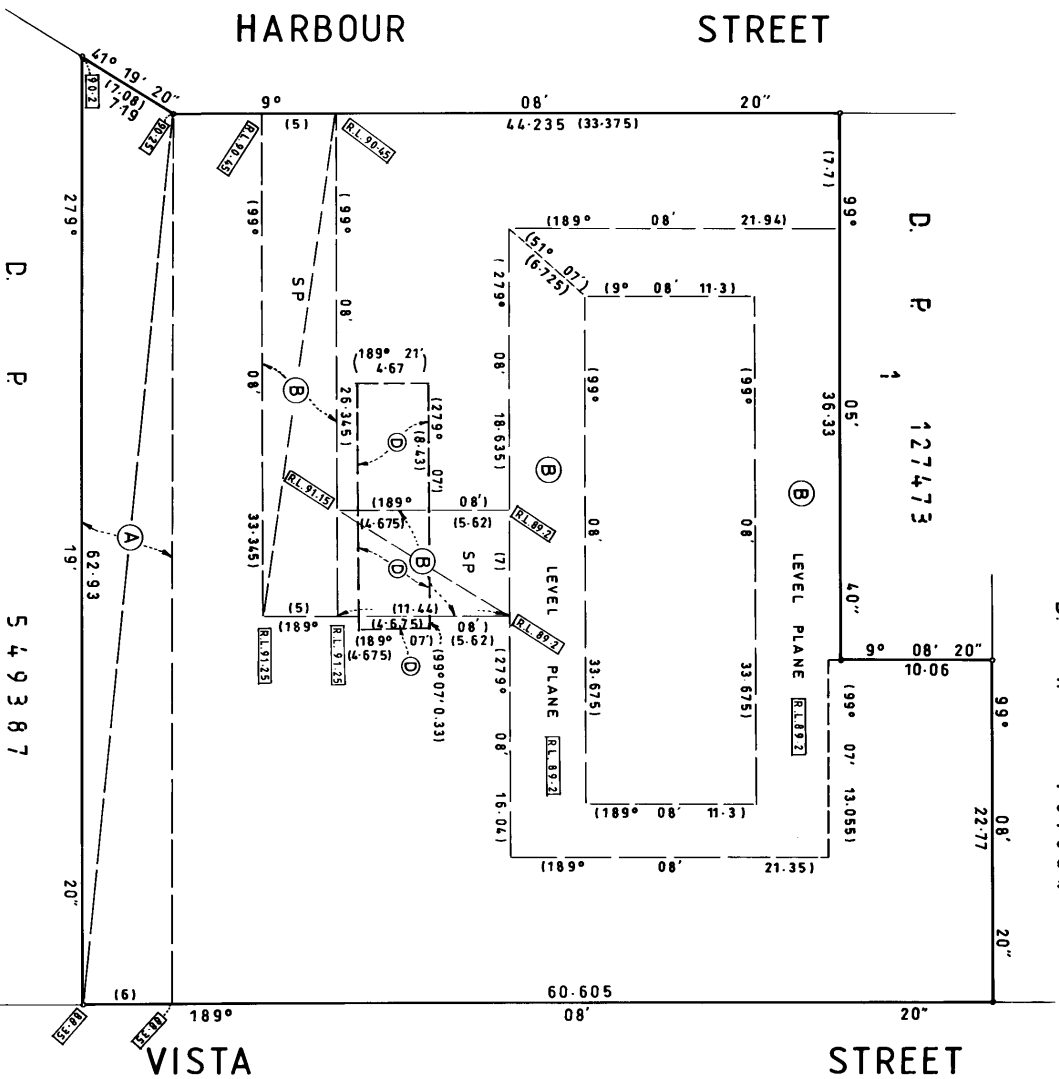
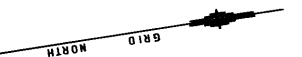
Surveyor registered under Surveyors Act 1989

This is sheet 3 of the plan of 3 sheets  
dated 17/12/09

Authorised Practitioner/Registered Surveyor

For use where space is insufficient in any plan or Plan Form 2.

- (A) - RIGHT OF WAY 6 WIDE - LIMITED IN DEPTH TO THE SLOPING PLANE SHOWN THUS RL 91.25 & LIMITED IN HEIGHT TO 2.8 METRES ABOVE THIS PLANE (WHOLLY WITHIN LOT 101.)
- (B) - RIGHT OF CARRIAGEWAY VAR. WIDTH - LIMITED IN DEPTH TO THE LEVEL & SLOPING PLANES SHOWN THUS R.L. & LIMITED IN HEIGHT TO 2 METRES ABOVE EACH PLANE - (WHOLLY WITHIN LOT 101)
- SP - DENOTES SLOPING PLANE.
- (D) - POSITIVE COVENANT - LIMITED IN HEIGHT & DEPTH TO THE STRATUM BETWEEN THE LEVEL PLANES R.L. 95.00 & R.L. 93.50



**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 99117

**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

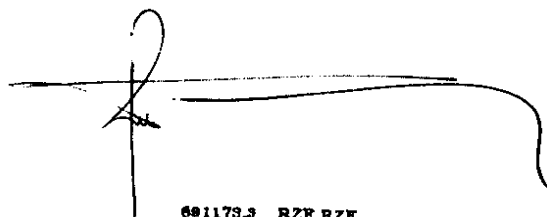
**Schedule of Lots affected**

**Lots Burdened**

Lot 1 DP127473

**Land benefited**

Lots 101 and 102





**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 10 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**

**Land benefited**

Lot 101

Lot 102

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**

**Prescribed Authority benefited**

Lot 101

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**

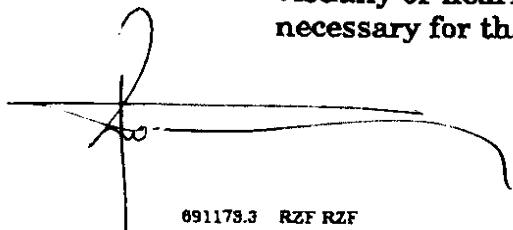
**Prescribed Authority benefited**

Lot 101

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 <sup>and with proper structural integrity</sup> 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  
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**

**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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Please print

\_\_\_\_\_  
Please print

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

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness - please print

\_\_\_\_\_  
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 *ONG SING YIK*

by \_\_\_\_\_  
its attorney under a power of \_\_\_\_\_  
attorney dated 17 May 1996 to July 1997  
Registration No. Book 4176 No. 831

.....  
in the presence of:

\_\_\_\_\_  
Witness MALCOLM NG.  
691173.3 RZF RZF

**REGISTERED**



13.1.2000



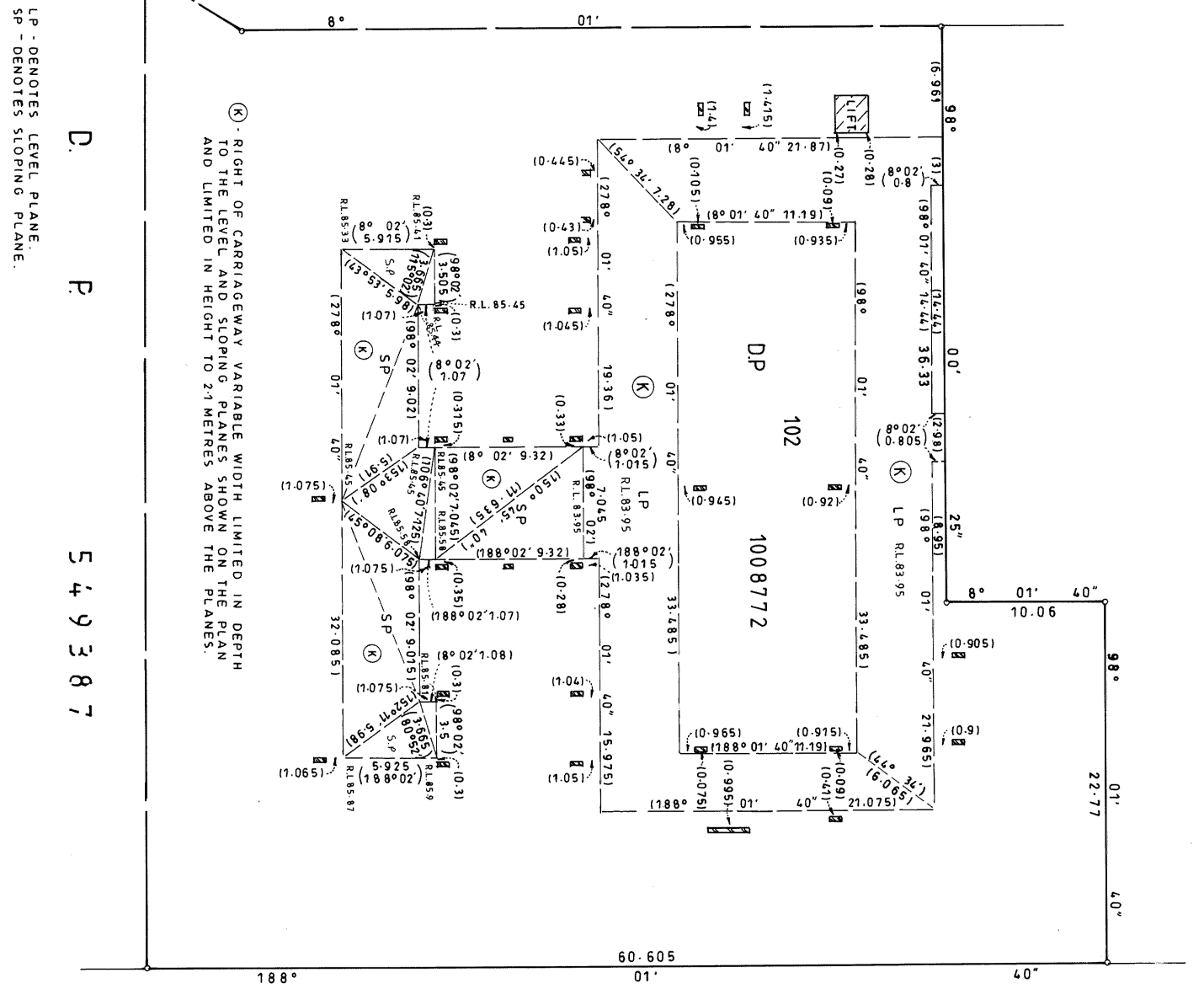


HARBOUR

STREET

VISTA

STREET



LP - DENOTES LEVEL PLANE.  
 SP - DENOTES SLOPING PLANE.

D. P. 549387

Plan Drawing only to appear in this space

DP1063909

Registered: 09-02-2004

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

M. S. Khan

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 04/01 sheets covered by subdivision certificate No. 1008772 of Lot 102 DP 1008772

Authorised Person/General Manager/Deemed Controller  
 For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 200

SURVEYOR'S REFERENCE: 001015 Ease

# 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

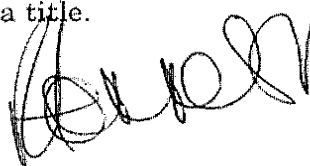
In this instrument, unless a contrary intention appears:

**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.

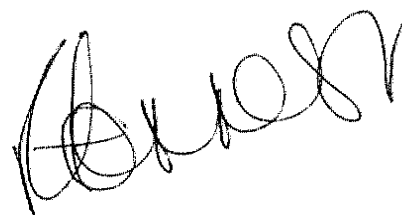
## 1. Terms of Right of Carriageway numbered one in the Plan:

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 ROSLYN 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)

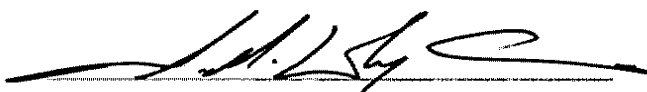
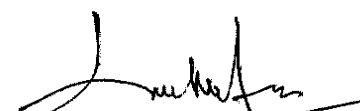

DP1063909

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



General Manager

VIVIAN MAY.

  
D | Mayor ANTHONY WHYBROW  
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  


Elaine Chung  
(witness)

Elaine Chung  
75 Castlereagh Street  
Sydney NSW 2000



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) <b>TORRENS TITLE</b>	For the common property CP/SP71822				
(B) <b>LODGED BY</b>	<table border="1"><tr><td>Document Collection Box  <b>168H</b></td><td>Name, Address or DX, Telephone, and Customer Account Number if any Carroll &amp; 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</td></tr></table>	Document Collection Box  <b>168H</b>	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	<table border="1"><tr><td><b>CODE</b>  <b>CH</b></td></tr></table>	<b>CODE</b>  <b>CH</b>
Document Collection Box  <b>168H</b>	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				
<b>CODE</b>  <b>CH</b>					

- (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 DERWENT

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.

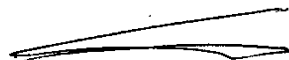


## "ANNEXURE C"

### 36. Smoke Penetration

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- 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.



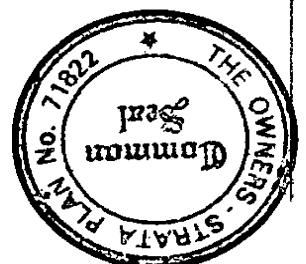
## ANNEXURE "D"

### **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



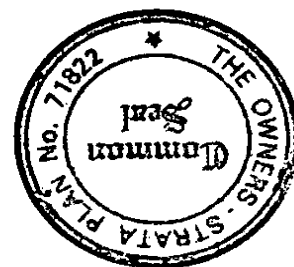

- (h) "plans" means the plans prepared by mm+j architects ABN 79 153 579 867 dated 22 September 2016
- (i) "Planning Certificate" means Certificate 25452 Planning Certificate Section 149(2) *Environmental Planning & Assessment Act 1979* issued by Mosman Council on 4 November 2016;
- (j) "principal certifying 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:

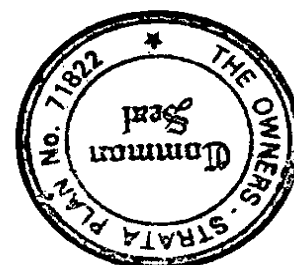
- i. The risk of physical damage in relation to the whole of the site where the Works are to be performed, including the Works, common property and property of other lot owners, occurring in the course of, or by reason of, the Works, of not less than \$10,000,000 in respect of any claim;
- ii. Insurance 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

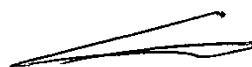
(e) Damage to Lot or Common Property

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*

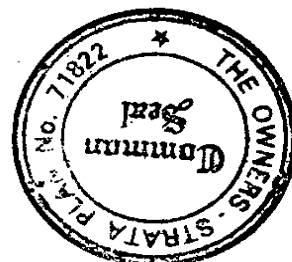
*ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, 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. 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]*

(D. Johnson)



## Attachment B2

### Section 149(2) Certificate

#### Extract from Mosman Local Environmental Plan 2012

#### Land Use Table

Zone B2 Local Centre	
<b>1 Objectives of zone</b>	<ul style="list-style-type: none"> <li>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.</li> <li>To encourage employment opportunities in accessible locations.</li> <li>To maximise public transport patronage and encourage walking and cycling.</li> <li>To enhance the viability, vitality and amenity of the local centres.</li> <li>To maintain active uses at street level with a predominance of retail use.</li> <li>To allow the amalgamation and redevelopment of land in Splt Junction.</li> <li>To encourage residential development as part of the mixed use of sites.</li> </ul>
<b>2 Permitted without consent</b>	Home occupations.
<b>3 Permitted with consent</b>	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
<b>4 Prohibited</b>	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)

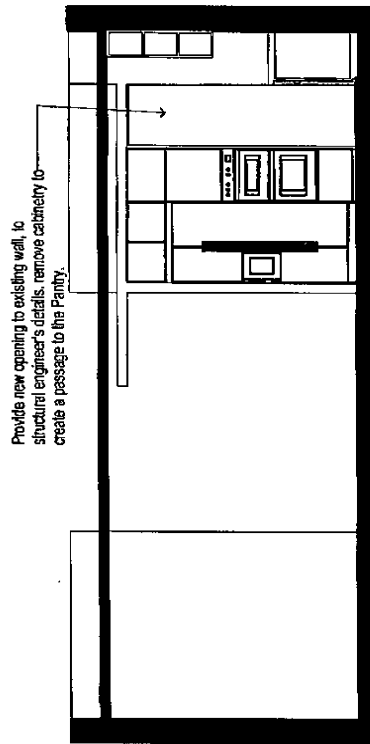
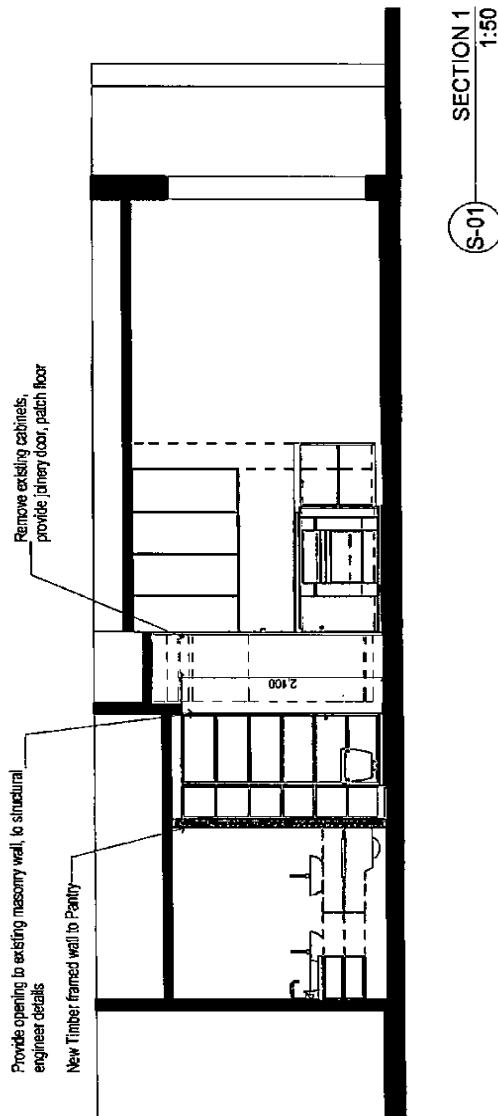
Draft SEPP (Competition) 2010

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

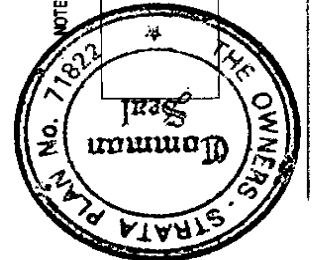
Updated June 2016



"Attachment 2"



NOTE: CHECK ALL DIMENSIONS ON SITE



NOTE: THIS DRAWING IS AND REMAINS THE PROPERTY OF THE ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.		DESIGN DEVELOPMENT	
REV	DATE	DESCRIPTION	DATE
1	27/08/2016	Design Development, Kitchen door shut with cabinets.	
CLIENT: SUE ANTHONY PROJECT: ALTERATIONS TO APARTMENT 609/188 VISTA ST MOSSMAN 2088 TITLE: SECTIONS			
ARCHITECTS <b>mmj architects</b> SUITE 1, 35-42 STONEY RD, MANLY NSW 2095 1552 1229   info@mmjarchitects.com.au		SCALE: 1:50 DRAWN: BEJ DATE: 22/08/2016 JOB NO: 1638	
DD02 8		DD02 8	



"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: [sueaanthony@gmail.com](mailto:sueaanthony@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 7<sup>th</sup> 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 2059  
P: (02) 9929 7144 [email@mpn.com.au](mailto:email@mpn.com.au) [www.mpn.com.au](http://www.mpn.com.au)

DIRECTORS: Viktor Mátyás BE(Hons) MEng Sc NER (Struct) George Perl BSc BE(Hons) MEng Sc NER (Struct)  
SENIOR ASSOCIATE: Michael Sara BE(Hons) NER (Struct)  
ASSOCIATES: Catherine Taylor BE(Hons) MIEAust Paul Bezkorovainy 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.

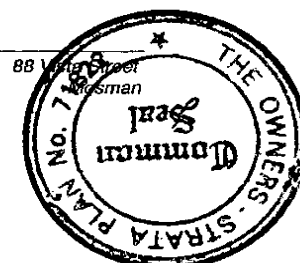
We trust the above information is adequate for your present purposes. Please contact us for any further assistance you may require.

Yours faithfully,  
**MPN GROUP PTY LIMITED**

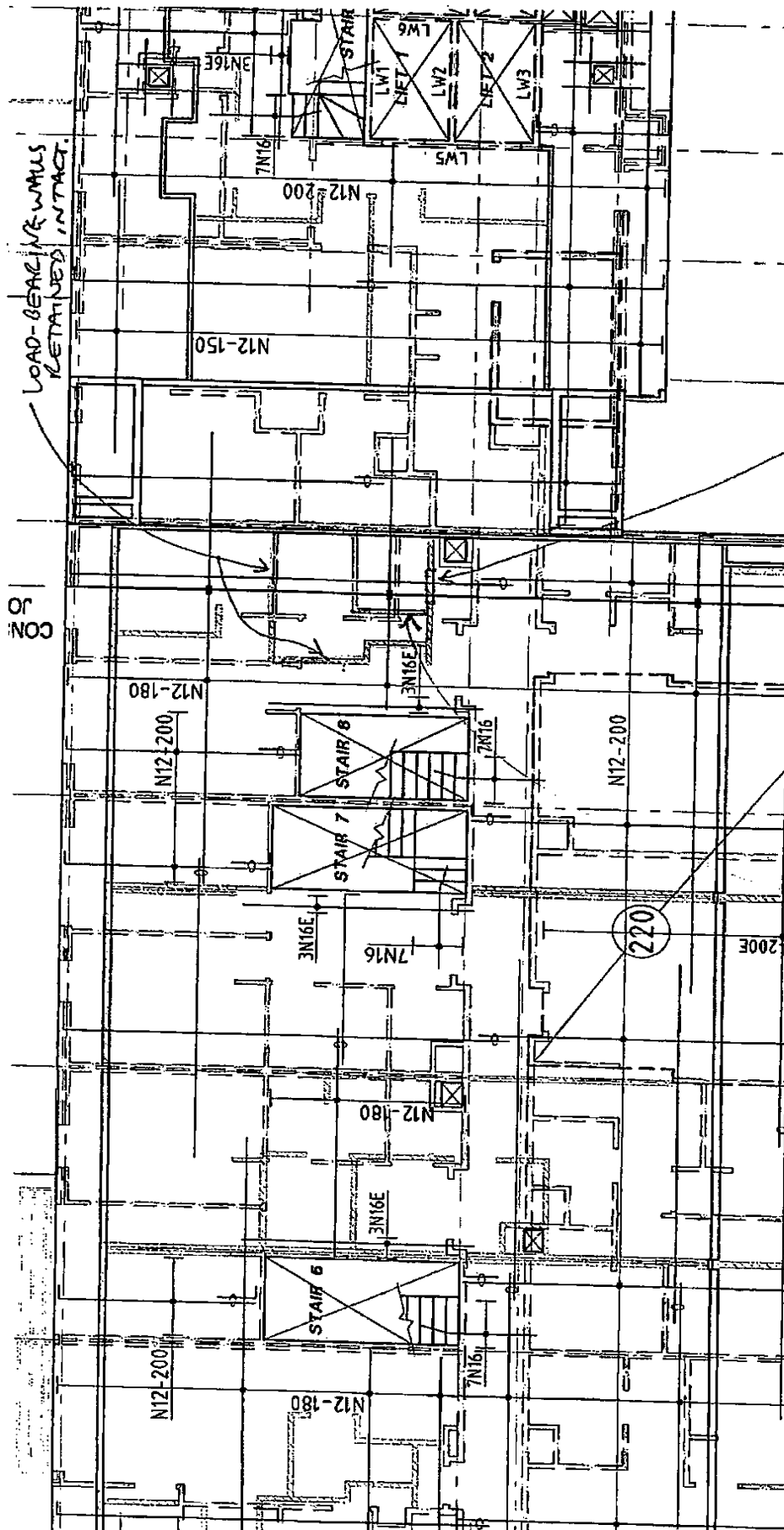
pp

A handwritten signature in black ink, appearing to read 'Viktor Mateffy'.

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







Registered Professional Engineer 17240  
 Mr Viktor Mateffy  
 MIEAust CP Eng (Structural) N P E R  
 Signature: [Signature] Date: 23.9.17  
 Registered on the NPER in the Category of  
 Structural  
 National Professional Engineers Register

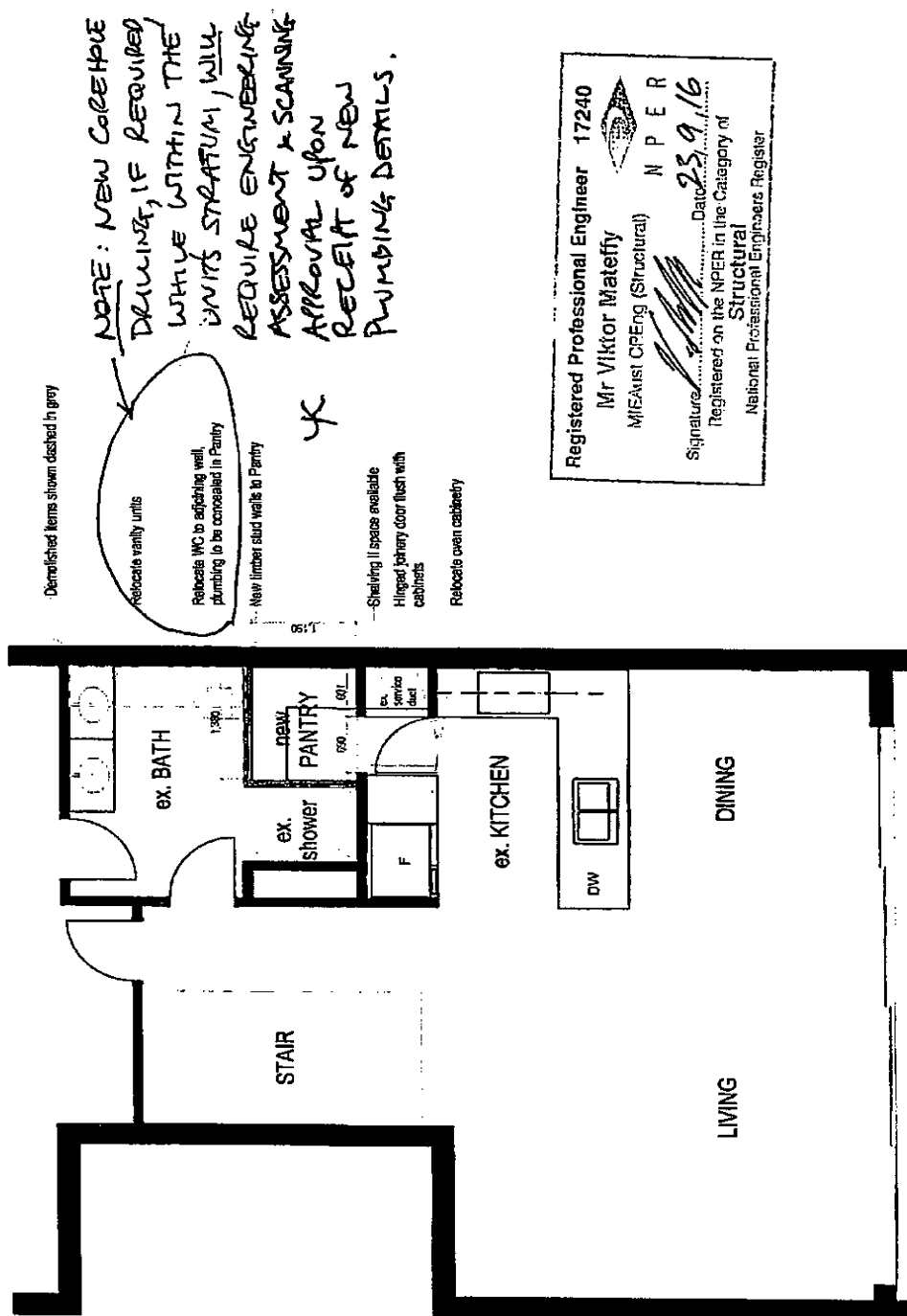


NEW TIMBER  
 STUD WALL  
 @PANTCY.

EXTRACT OF MPN STRUCTURAL  
 DWG 8497-10-1.

DELETE LOAD BEARING  
 WALL AND INSTALL LINTEL  
 FOR NEW DOORWAY.  
 75x600 LINTEL WITH 125mm  
 BEARING EACH END.

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



FIRST FLOOR PLAN 1:50

SCALE 1:50  
 DRAWN BY: DD01  
 DATE: 22/03/16  
 JOB NO: 1638  
 SHEET: B

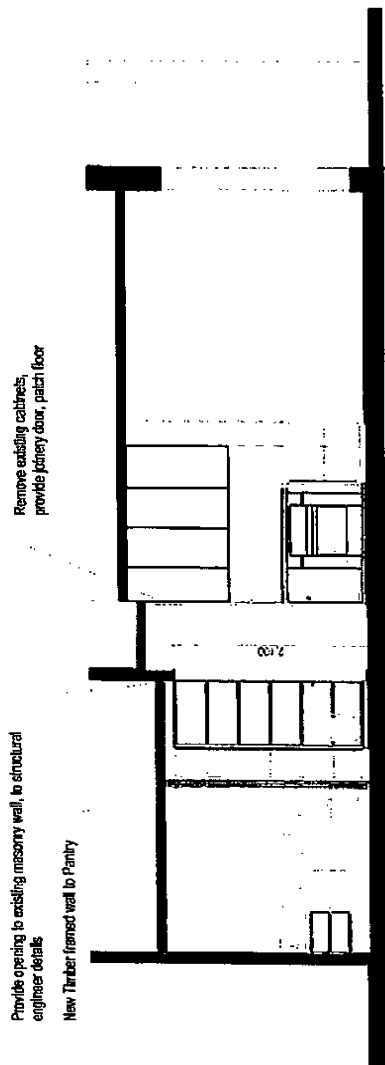
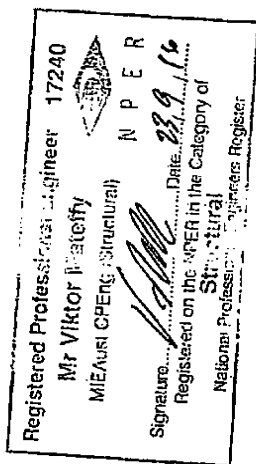
CLIENT: SUE ANTHONY  
 PROJECT: ALTERATIONS TO APARTMENT  
 609/88 VISTA ST MOSMAN 2088  
 TITLE: FIRST FLOOR PLAN  
 10/03/16 10:00 AM



DATE: 27/03/16  
 DESCRIPTION: CONCEPT DESIGN - OPTIONS  
 NOTES: THIS DRAWING IS THE PROPERTY OF THE ARCHITECTS. IT IS NOT TO BE USED OR REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTS. ANY UNAUTHORIZED USE OF THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR DESIGN DEVELOPMENT.

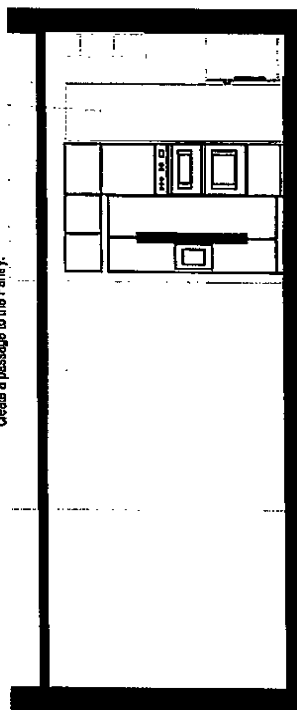
NOTE: CHECK ALL DIMENSIONS ON SITE





SECTION 1  
 1:50  
 (S-01)

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



SECTION 2  
 1:50  
 (S-02)



NOTE: CHECK ALL DIMENSIONS ON SITE

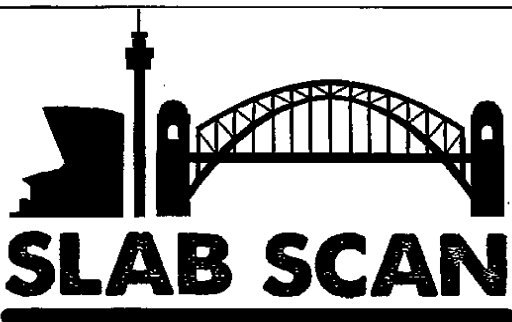
REV	DATE	DESCRIPTION
1	22/03/16	Design Development, Joinery, and Structural Details
2	22/03/16	Design Development, Option 2

mm architects  
 SUITE 1.38-42 STONEY RD, MANLY NSW 1585  
 0025 970 | info@mmarchitects.com.au

CLIENT: SUE ANTHONY  
 PROJECT: ALTERATIONS TO APARTMENT  
 80888 VISTA ST MOSMAN 2088  
 DATE: 23/09/2016  
 SCALE: 1:50  
 DRAWN: BEJ  
 CHECKED: [Signature]  
 DATE: 23/09/2016  
 SCALE: 1:50  
 DRAWN: BEJ  
 CHECKED: [Signature]  
 DATE: 23/09/2016  
 SCALE: 1:50

DD02  
 1638  
 23/09/2016

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

#### 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

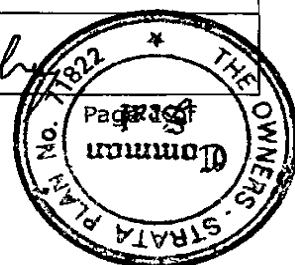
##### CUSTOMER RISK

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 <b>Sue</b>	Site contact phone number <b>0414996010</b>	Site contact signature 
---------------------------------	--	---





JOB NUMBER 22736

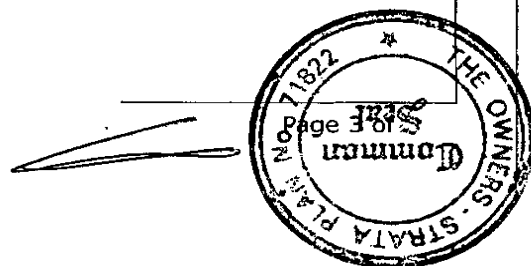
ADDITIONAL INFORMATION





JOB NUMBER 22736

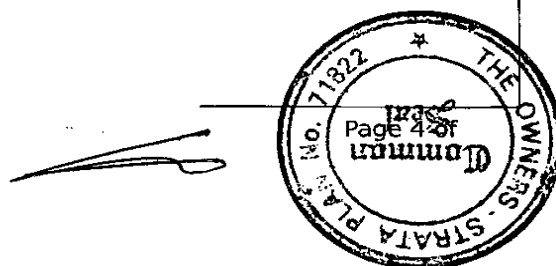
ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

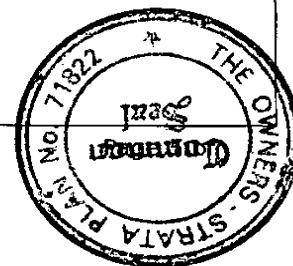
ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED

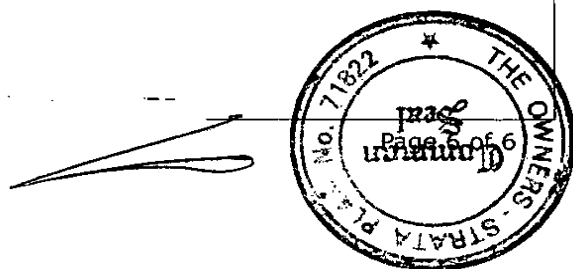






JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED



"Attachment 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-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 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, 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

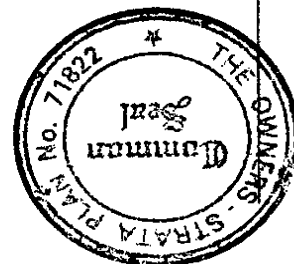
**Situation**  
Anywhere in Australia

**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 13 000 296 640, 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:

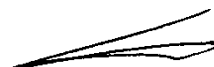
- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "Exclusive Use Area" means the common property areas reasonably required to be occupied by the Works;
- (c) "Lot" means 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**

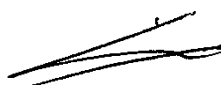
The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

#### **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:

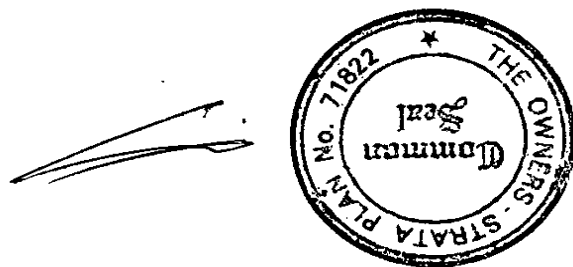
- (a) rectify that breach;
- (b) enter on any part of the strata scheme including the Lot, by its agents, employees, or contractors, in accordance with the Act for the purpose of rectifying the breach; and
- (c) recover as a debt due and owing from the Owner the costs of the rectification and the expenses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



STRATA PLAN FORM 2

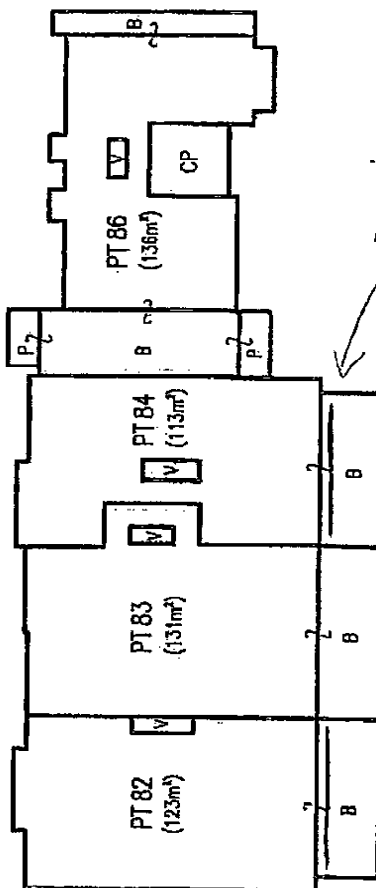
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 12 of 13 Sheets

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

SP71822

"Attachment A"

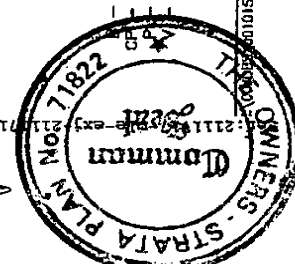


Blind # 609

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. Jackson*  
 Registered Surveyor  
 Authorised Person/General Manager/Associate Surveyor

Surveyor's Ref. : 001015 SP

001015\_MOSMAN-CIRCLE\A\REF.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.

*[Handwritten signature]*



- 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**

---

- 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



- (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**

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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**

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- 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**

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- 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**

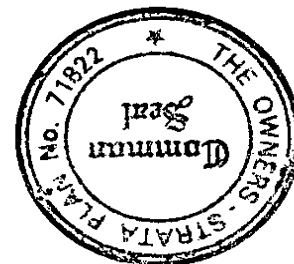
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Any curtain or blind in a window or door, which faces public or common areas, must have a backing coloured pale grey white or beige.

## **24. PLANTER BOXES ON BALCONIES**

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- 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**

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- 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**

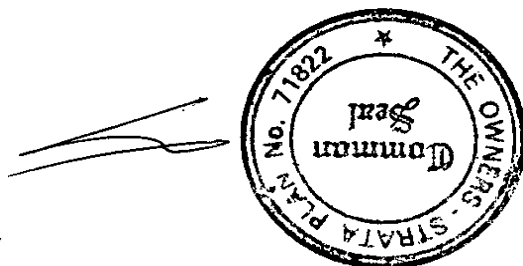
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- 26.1 The owner for the time being of Lot 87 (being the manager's office) has the right to conduct a letting service and tenancy management service for residential apartments within the strata scheme and to provide ancillary services.
- 26.2 The owner 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**

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- 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**

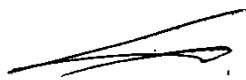
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- 28.1 The owner of each lot has a special privilege to connect to and use the common property hot water system.
- 28.2 Each owner or occupier must:
- (a) pay the Owners Corporation according to regular accounts issued by the Owners Corporation that 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**

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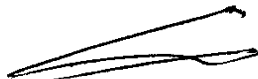
In addition to its powers under the Strata Act or the Management Act, the Owners Corporation has the power to make an agreement with Mosman Council (or to accept the novation of an existing agreement) to prohibit the Owners Corporation from removing or modifying structures in the Building which support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

### **32. TELECOMMUNICATION LOT**

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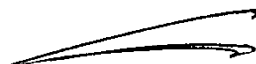
Equipment will be the sole responsibility of the owner of Lot 87 and if there is any increase in the cost of any building expenses or insurances solely attributable to the installation, maintenance and operation of the Equipment, the additional cost will be the responsibility of the proprietor of Lot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

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- 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.

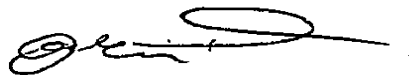
#### Works

#### 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.



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

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#### **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.

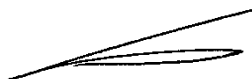
35.2.2 The approval of the Strata Committee may be subject to reasonable conditions imposed by the Strata Committee and cannot be unreasonably withheld by the Strata Committee.

### **36. Smoke Penetration**

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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:

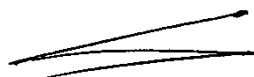
- i. The risk of physical damage in relation to the whole of the site where the Works are to be performed, including the Works, common property and property of other lot owners, occurring in the course of, or by reason of, the Works, of not less than \$10,000,000 in respect of any claim;
- ii. Insurance 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.

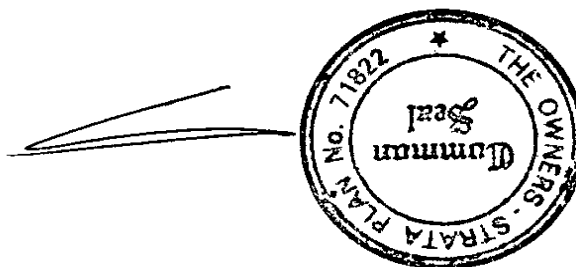
In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the Works must comply with the Building Code of Australia and any applicable Australian Standard and the law. In the event that there is a conflict the Building Code of Australia shall be applied.

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

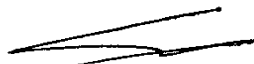
(l) Storage of Building Materials on Common Property

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

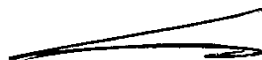
Except to the extent that this by-law may otherwise provide, the Works must have an appearance compatible with the quality of the building

#### (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 94 414 022 939

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.*



A handwritten signature in black ink.

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.*

*[Handwritten signature]*



**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.**

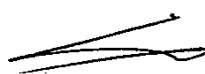
*The land is not subject to a direction by the Minister in force under section 75P(2)(c1) of the Act.*

**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. 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

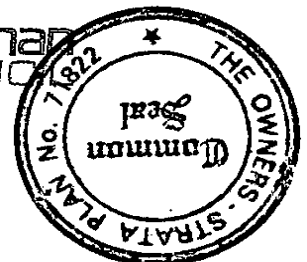
#### Extract from Mosman Local Environmental Plan 2012

#### Land Use Table

Zone B2 Local Centre	
<b>1 Objectives of zone</b>	<ul style="list-style-type: none"> <li>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.</li> <li>To encourage employment opportunities in accessible locations.</li> <li>To maximise public transport patronage and encourage walking and cycling.</li> <li>To enhance the viability, vitality and amenity of the local centres.</li> <li>To maintain active uses at street level with a predominance of retail use.</li> <li>To allow the amalgamation and redevelopment of land in Spit Junction.</li> <li>To encourage residential development as part of the mixed use of sites.</li> </ul>
<b>2 Permitted without consent</b>	Home occupations.
<b>3 Permitted with consent</b>	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
<b>4 Prohibited</b>	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**

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##### **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

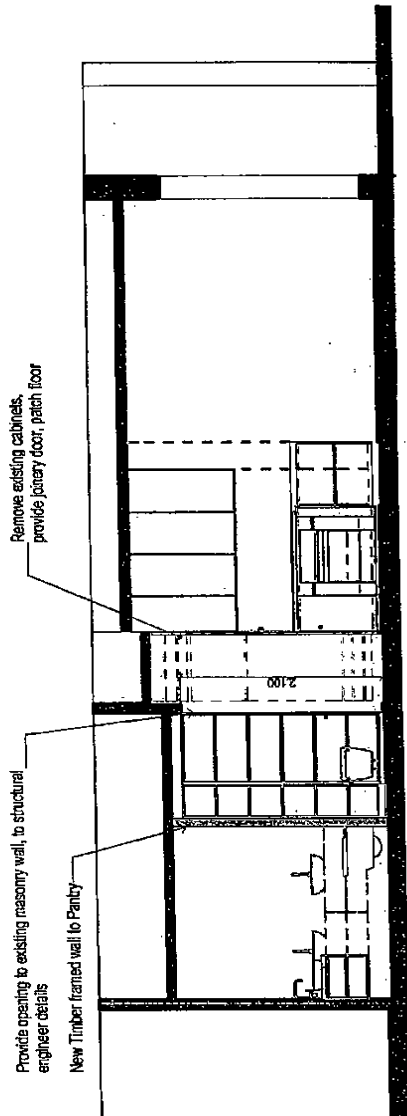
Draft SEPP (Exempt and Complying Development Codes) Amendment (Housing Code) 2016

Updated June 2016

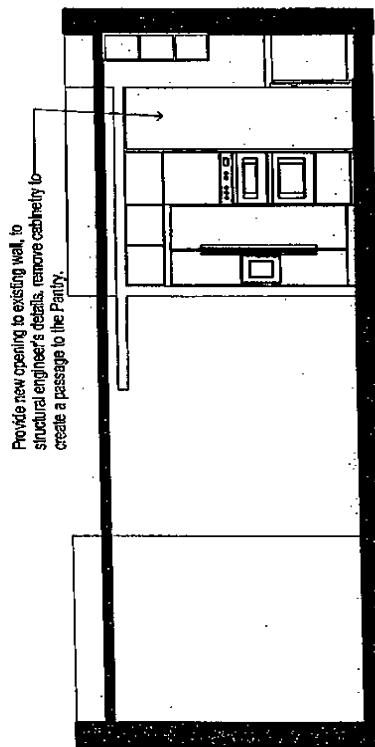
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"Attachment 2"

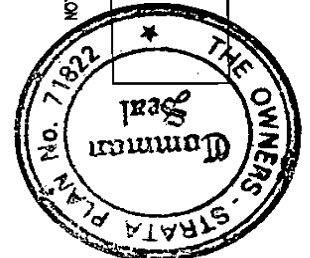


SECTION 1  
1:50  
S-01



SECTION 2  
1:50  
S-02

NOTE: CHECK ALL DIMENSIONS ON SITE



NOTE: THIS DRAWING IS AND REMAINS THE PROPERTY OF MINDY ARCHITECTS. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF MINDY ARCHITECTS. IT IS TO BE USED FOR CONSTRUCTION PURPOSES ONLY.		DESIGN DEVELOPMENT	
REV	DATE	DESCRIPTION	
A	22/09/2016	CONCEPT DESIGN - OPTION 2	
B	22/09/2016	Design Development - Joinery and Joinery Details	
CLIENT: SUE ANTHONY PROJECT: ALTERATIONS TO APARTMENT ADDRESS: 609/88 VISTA ST MOSMAN 2088 TITLE: SECTIONS DRAWN BY: MINDY ARCHITECTS DATE: 22/09/2016 JOB NO: 1638 ISSUE: B		MINDY architects SUITE 1, 18-42 STONEY RD, MOSMAN NSW 2088 002 9179   info@mindyarchitects.com.au REG. NSW, 15599, CPT 146	

FIRST FLOOR PLAN  
1:50

**NOTE: CHECK ALL DIMENSIONS ON SITE**

NOTE: THIS DRAWING IS NOT BEARING CONTRACT AND IS THE PROPERTY OF J. J. & J. J. ARCHITECTS P.A. IT IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT. THIS DRAWING IS NOT TO BE USED FOR CONCRETE OR CONSTRUCTION PURPOSES.		REV A B	DATE 2/19/2015 2/19/2015	DESCRIPTION CONCEPT DESIGN - OPTION 2 CONCEPT DESIGN - OPTION 2	SUE ANTHONY PROJECT: ALTERNATIONS TO APARTMENT 609/08 VISTA ST MOSMAN 2038 TITLE: FIRST FLOOR PLAN	CLIENT: SUE ANTHONY PROJECT: ALTERNATIONS TO APARTMENT 609/08 VISTA ST MOSMAN 2038 TITLE: FIRST FLOOR PLAN	SCALE: 1:50 DRAWN: EBJ DATE: 22/07/2015 JOB NO: ISSUE: B DD01	DRAWING NO:
---	--	---------------	--------------------------------	---	---	---	--	-------------

"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: [sueaanthony@gmail.com](mailto:sueaanthony@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 7<sup>th</sup> 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 2059  
P: (02) 9928 7144 [email@mpn.com.au](mailto:email@mpn.com.au) [www.mpn.com.au](http://www.mpn.com.au)

DIRECTORS: Viktor Matkoffy BE(Hons) Meng So NER (Struct) George Perl BSc BE(Hons) Meng So NER (Struct)  
SENIOR ASSOCIATE: Michael Sara BE(Hons) NER (Struct)  
ASSOCIATES: Catherine Taylor BE(Hons) MIEAust Paul Bezukorvalny 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**

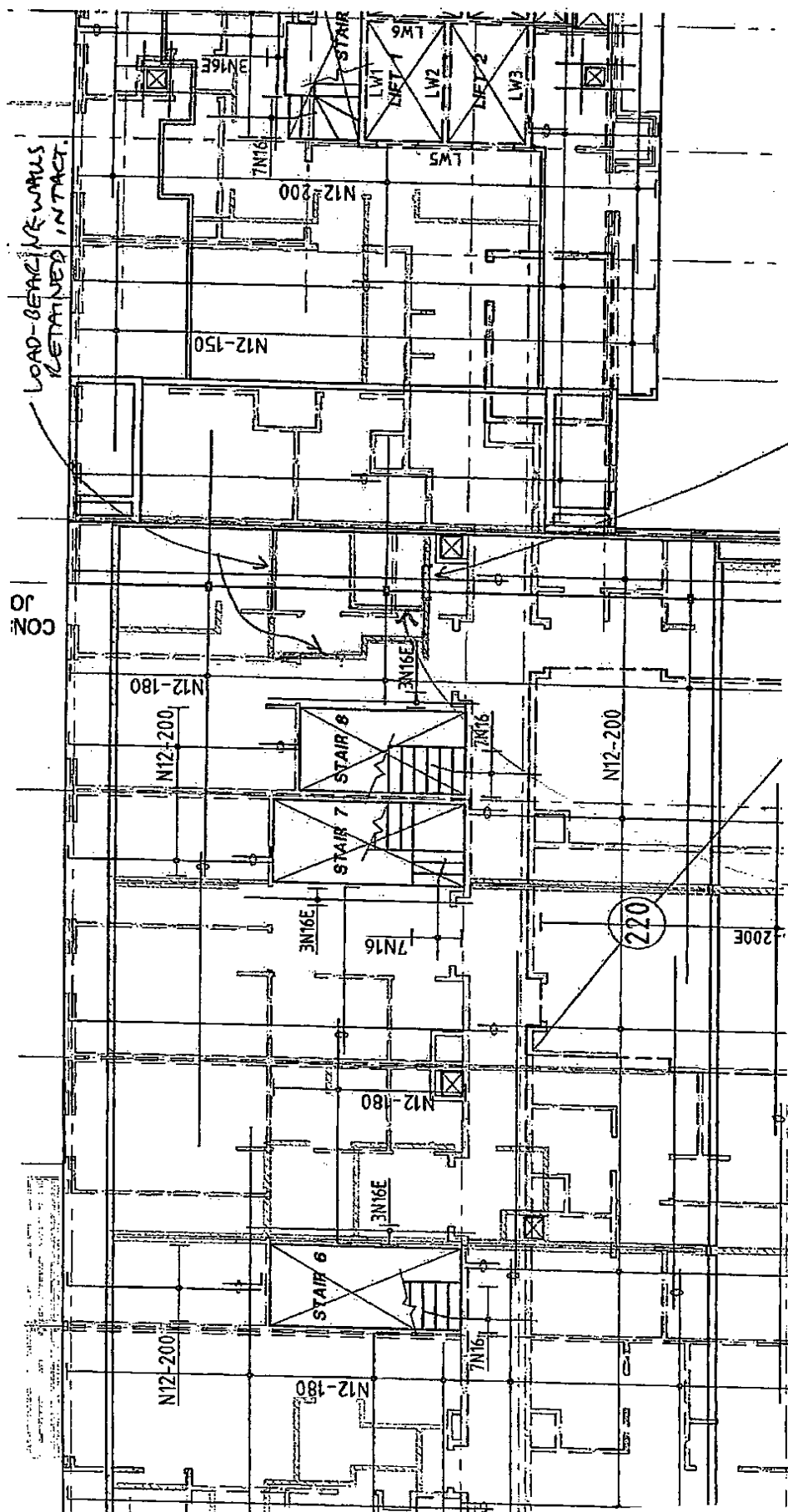
pp

A handwritten signature in black ink, appearing to read 'Viktor Mateffy'.

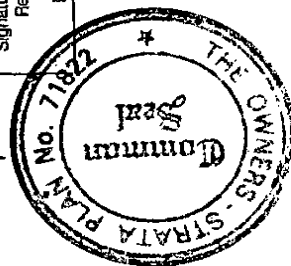
**VIKTOR MATEFFY**  
Director  
BE(Hons), MEngSc, MIE(Aust),  
CPEng, NER(17240)







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

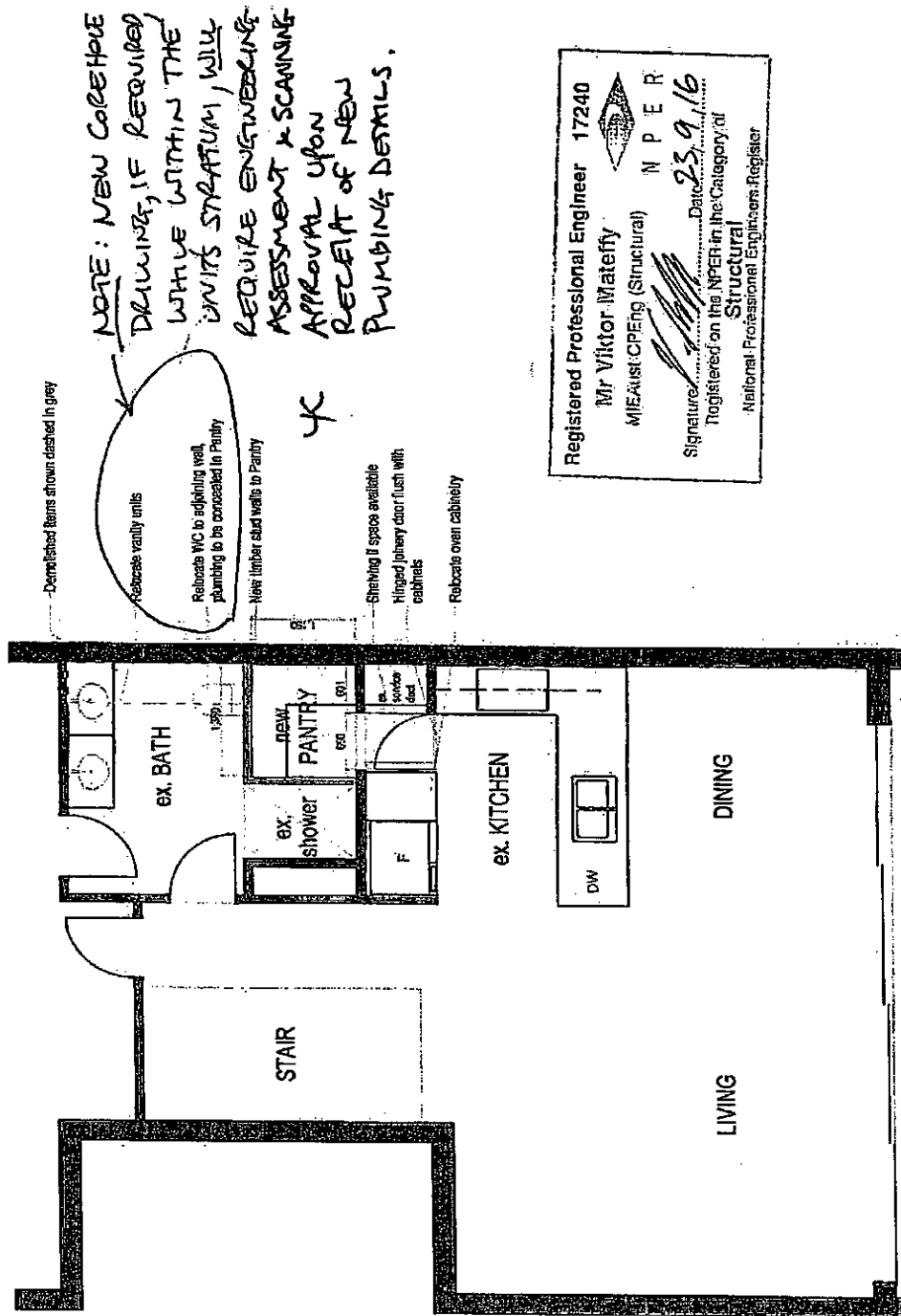


EXTRACT OF MPN STRUCTURAL  
 DWG 8497-10-1.

NEW TIMBER  
 STAIR WALL  
 @ PANTRY.

DELETE LOAD BEARING  
 WALL AND INSTALL UNITEL  
 FOR NEW DOORWAY.  
 75x600 UNITEL WITH 125mm  
 BEARING EACH END.

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



NOTE: NEW COREHUE DRAWING, IF REQUIRED, WITHIN THE UNITS STRATUM, WILL REQUIRE ENGINEERING ASSESSMENT & SCANNING APPROVAL UPON RECEIPT OF NEW PLUMBING DETAILS.

YK

Registered Professional Engineer 17240  
 Mr Viktor Mateffy  
 MIEAust:CPEng (Structural) N P E R  
 Signature: [Signature] Date: 23.9.16  
 Registered on the NPER in the Category of Structural  
 National Professional Engineers Register

FIRST FLOOR PLAN  
 1:50

NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

CLIENT: SUE ANTHONY  
 PROJECT: ALTERATIONS TO APARTMENT 609/68 VISTA ST MOSMAN 2008  
 TITLE: FIRST FLOOR PLAN  
 DATE: 15-07-2016  
 BY: [Signature]  
 CHECKED: [Signature]  
 APPROVED: [Signature]

mm+ architects  
 17/177 | [Address]  
 02 9550 1234 | [Phone]  
 [Email]

NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

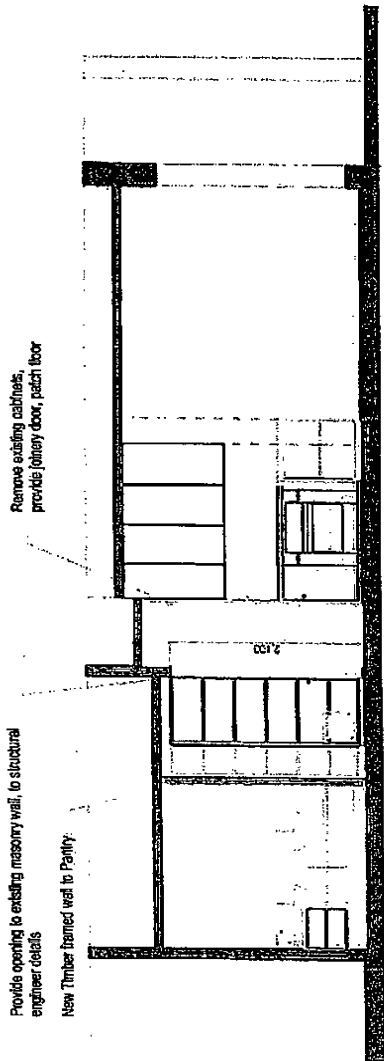
NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

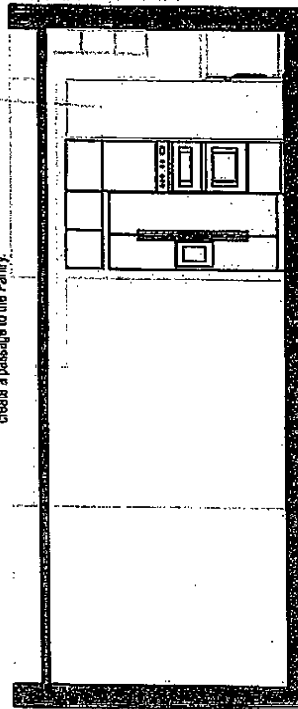
NOTES: CHECK ALL DIMENSIONS ON SITE  
 THE OWNERS - STRATA PLAN No. 71822  
 Seal  
 THE OWNERS - STRATA PLAN No. 71822

Registered Professional Engineer 17240  
 Mr Viktor Katerffy  
 MIEAUSI OPENING (Structural)  
 Signature: *[Signature]* Date: 23.9.16  
 Registered on the NPER in the Category of  
 Structural  
 National Professional Engineers Register



(S-01) SECTION 1  
1:50

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



(S-02) SECTION 2  
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE



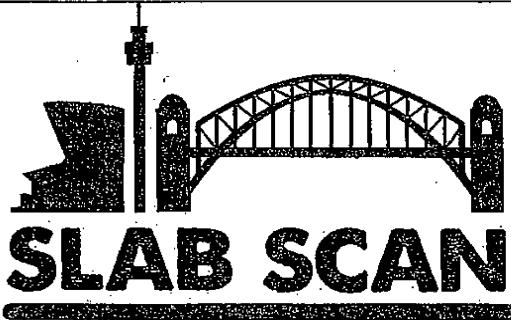
NOTE: THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECTS. IT IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF THE ARCHITECTS. THE OWNERS AGREE TO BE USED FOR COUNCIL OR CONTRACT PURPOSES.

DESIGN DEVELOPMENT

DATE: 22.03.16  
 REV: 9  
 DISCUSSION: CLIENTS DECISION TO FOLLOW  
 PROJECT: 60/88 VISTA ST MOSMAN 2088  
 CLIENT: SUE ANTHONY  
 PROJECT: ALTERATIONS TO APARTMENT  
 ARCHITECTS: mmj architects  
 SUITE 1, 2 & 3 STONEY RD, MANLY NSW 2203  
 PH: 915 1778 | info@mmjarchitects.com.au

SCALE: 1:50  
 SHEET: 150  
 DATE: 22.03.16  
 DRAWN BY: DD02  
 CHECKED BY: B  
 PROJECT: 60/88 VISTA ST MOSMAN 2088

"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 A70-651804	
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

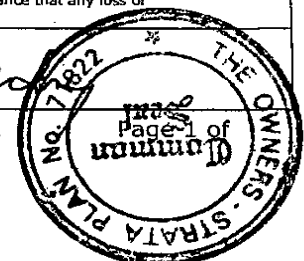
##### CUSTOMER RISK

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.

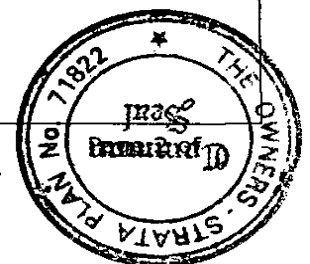
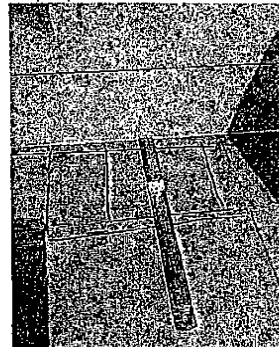
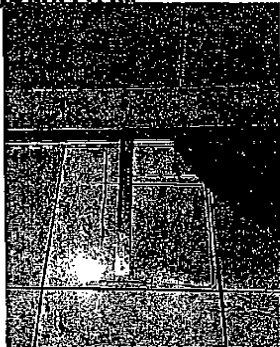
Site contact name Sue	Site contact phone number 0414996010	Site contact signature 
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JOB NUMBER 22736



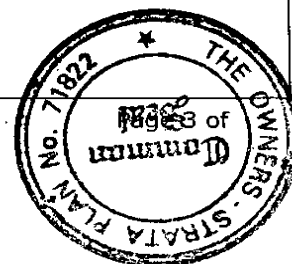
ADDITIONAL INFORMATION





JOB NUMBER 22736

ADDITIONAL INFORMATION CONTINUED





JOB NUMBER 22736

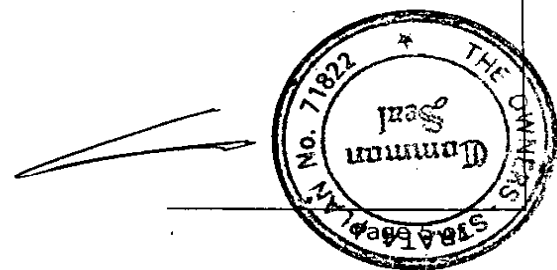
ADDITIONAL INFORMATION CONTINUED





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, 986 Hay Street  
 Perth WA 6000

Tel: (08) 9322 4529

Transaction Ref: 196400

*[Handwritten signature]*





## 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



## **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:

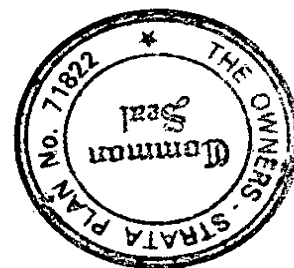
- (a) "Authority" means any government, semi-government, quasi-government, statutory body, court, tribunal, public or other authority which has any jurisdiction over the Lot;
- (b) "Exclusive Use Area" means the common property areas reasonably required to be occupied by the Works;
- (c) "Lot" means 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**

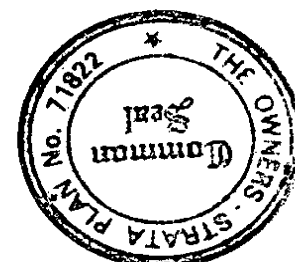
The Owner will indemnify and keep indemnified the Owners Corporation against all actions, proceedings, claims, damages and expenses which may be incurred by or brought or made against the Owners Corporation caused by or arising out of the Works to the extent permitted by law.

#### **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:

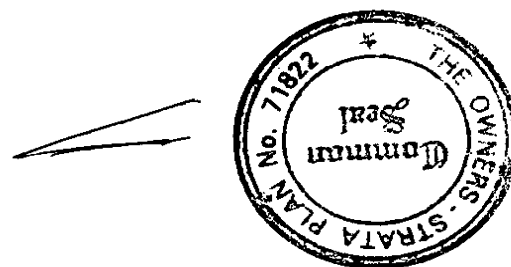
- (a) rectify that breach;
- (b) enter on any part of the strata scheme including the Lot, by its agents, employees, or contractors, in accordance with the Act for the purpose of rectifying the breach; and
- (c) recover as a debt due and owing from the Owner the costs of the rectification and the expenses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

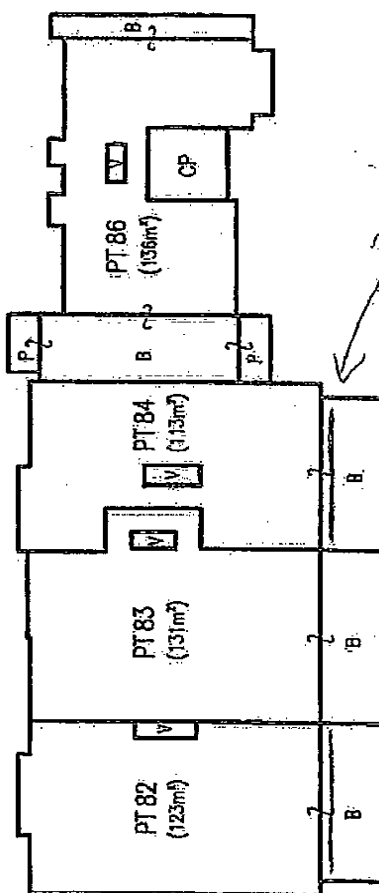
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2

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

SP71822

"Attachment A"



LEVEL 7

Reduction Ratio 1 : 200

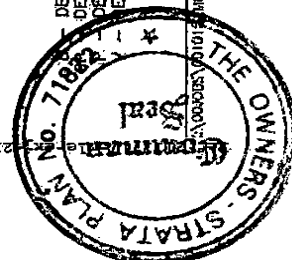
Lengths are in metres

M. S. Stishen  
Registered Surveyor

Attached Plan/General Plan/Revised Certificate

SURVCO'S REF : 001015 SP

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





## 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.

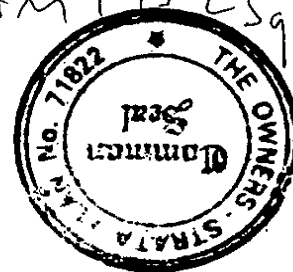


film with

AM 975239

## 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 DERWENT Authority: MANAGING AGENT

Signature: ..... Name: ..... Authority: .....

<sup>^</sup> Insert appropriate date

<sup>\*</sup> 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 Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD201236 skavanagh@chambersrussell.com.au	CODE <b>CH</b>
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(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—

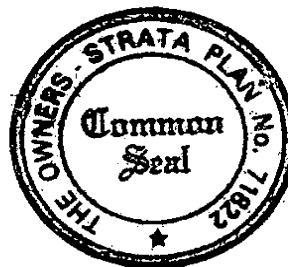
(E) Repealed by-law No. NOT APPLICABLE .....  
Added by-law No. SPECIAL BY-LAW 5 .....  
Amended by-law No. NOT APPLICABLE .....  
as fully set out below:  
See Schedule 2 of Annexure A. ....

(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 Luke Derwent .....  
Authority Strata managing Agent .....

Signature .....  
Name .....  
Authority .....

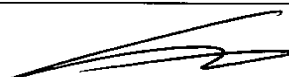


**Annexure A to Form 15CH**

# 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**

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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 tire 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**

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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**

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- 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**

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- 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**

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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**

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- 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**

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- 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**

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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**

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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**

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- 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**

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### **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**

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### **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 &amp; 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  
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**

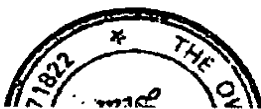
**2. The effect of the Mosman Local Environmental Plan 2012 is to zone the land:**

*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**

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**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 7.6 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 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"> <li>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.</li> <li>To encourage employment opportunities in accessible locations.</li> <li>To maximise public transport patronage and encourage walking and cycling.</li> <li>To enhance the viability, vitality and amenity of the local centres.</li> <li>To maintain active uses at street level with a predominance of retail use.</li> <li>To allow the amalgamation and redevelopment of land in Spit Junction.</li> <li>To encourage residential development as part of the mixed use of sites.</li> </ul>
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**

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#### **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

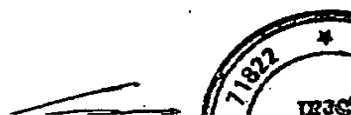
SEPP (State and Regional Development) 2011

**Draft State Environmental Planning Policies (Draft SEPP)**

Draft SEPP (Competition) 2010

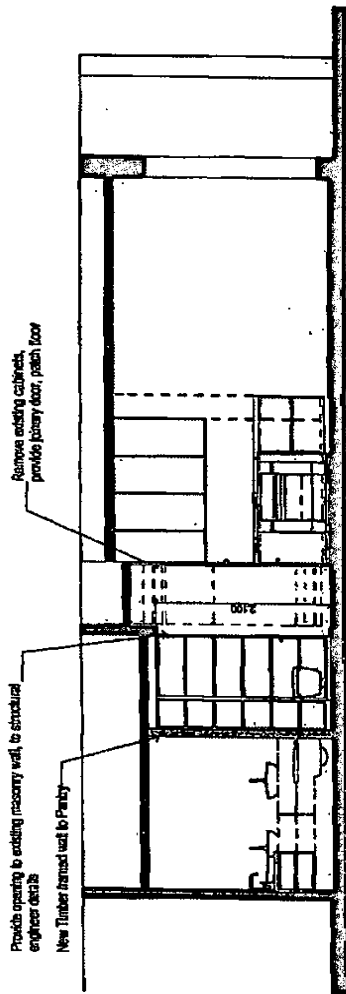
Draft SEPP (Exempt and Complying Development Codes) Amendment (Housing Code) 2016

Updated June 2016

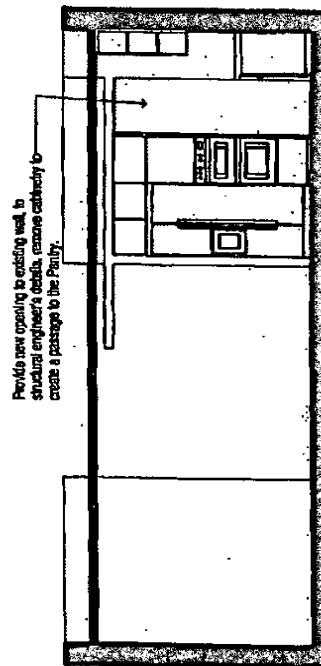


## Attachment 2

"Attachment 2"



SECTION 1  
1:50



SECTION 2  
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE

<p>1822</p>		<p>DESIGN DEVELOPMENT</p>		<p>THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES BEFORE COMMENCING ANY WORK. THE ARCHITECT ACCEPTS NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING FROM THE USE OF THIS DRAWING FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.</p>		<p>DATE: 10/03/2021          DRAWN BY: J. J. J. J. J.          CHECKED BY: J. J. J. J. J.          DATE: 10/03/2021          SCALE: B</p>	
<p>CLIENT: RUI ANTHONY          PROJECT: ATTACHED TO JAWAHAT          60903 VISTA ST MCCORMAN 2080</p>		<p>ARCHITECT: RUI ANTHONY          ARCHITECTS</p>		<p>SECTION 1</p>		<p>SECTION 2</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](mailto: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 7<sup>th</sup> 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 8, 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) 8928 7144 [sue@mpn.com.au](mailto:sue@mpn.com.au) [www.mpn.com.au](http://www.mpn.com.au)

DIRECTORS: Victor Maddy BE(Hons) MEng Sc NER (Struct) George Ford BSc BE(Hons) MEng Sc NER (Struct)  
SENIOR ASSOCIATE: Michael Sara BE(Hons) NER (Struct)  
ASSOCIATES: Catherine Taylor BE(Hons) MEng Aust Paul Bastowallby 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.

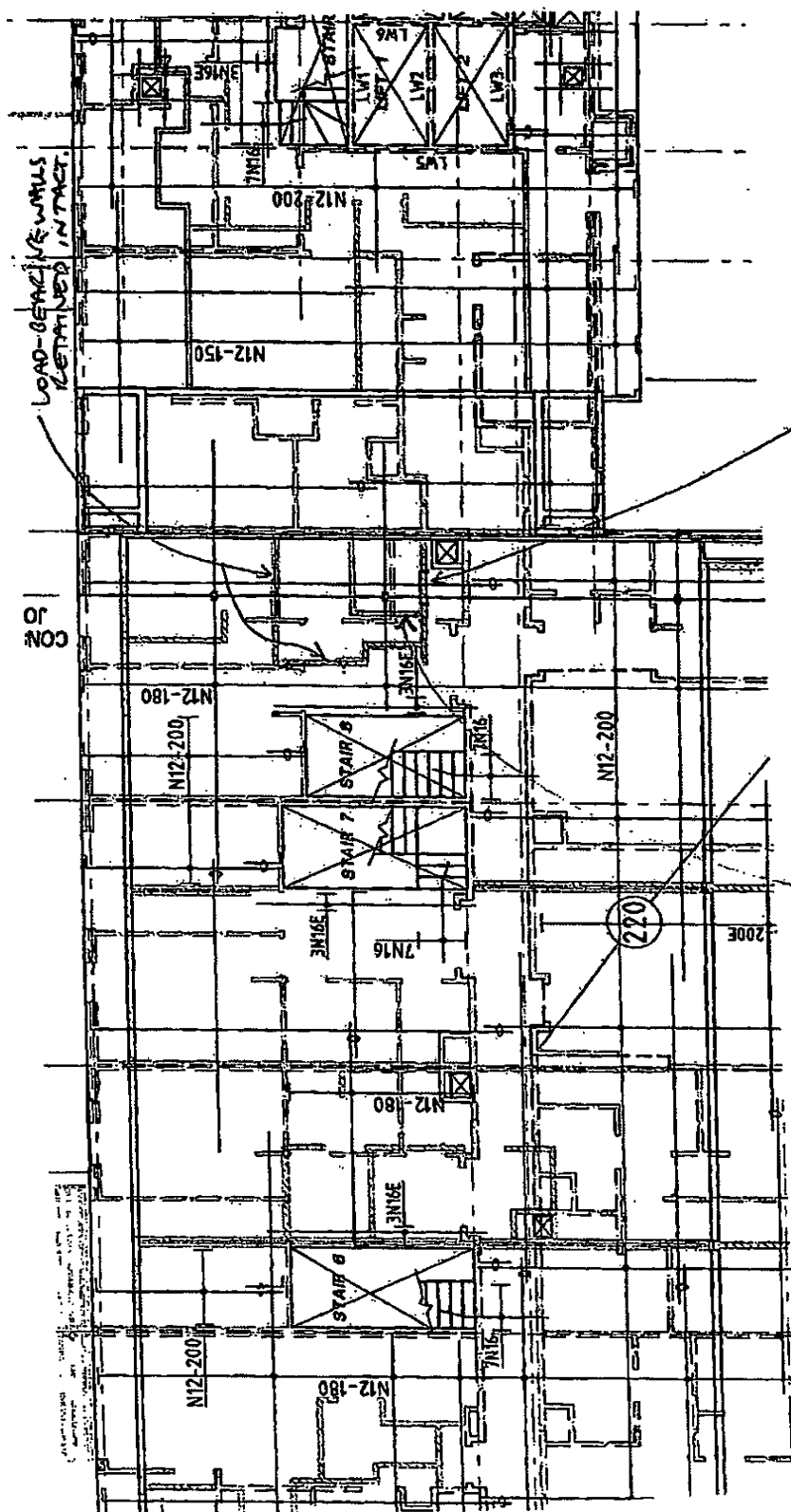
We trust the above information is adequate for your present purposes. Please contact us for any further assistance you may require.

Yours faithfully,  
**MPN GROUP PTY LIMITED**

pp

A handwritten signature in black ink, appearing to read 'Viktor Mateffy'.

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




DELETE LOAD BEARING  
WALL AND INSTALL LINTEL  
FOR NEW DOORWAY.  
75X6EA LINTEL WITH 125MM  
BEARING EACH END.

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

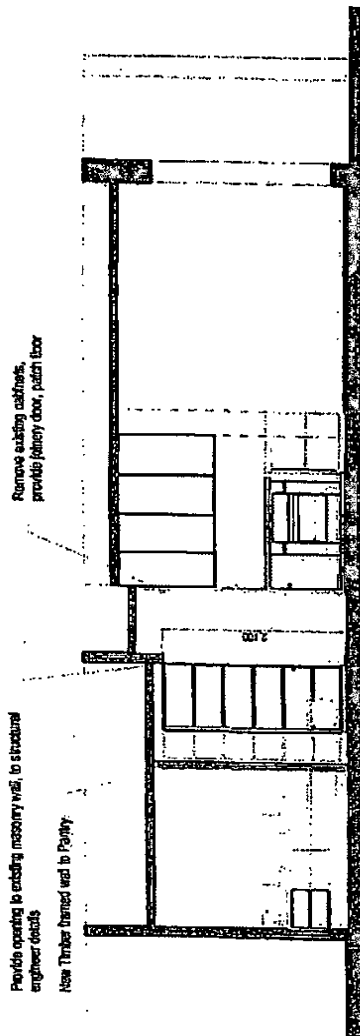
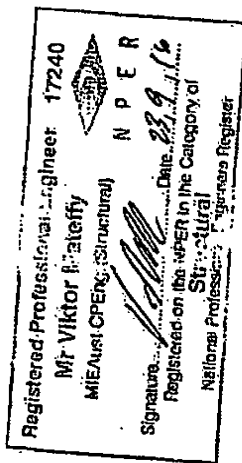
new tunnel  
5200 W. Ave  
@ Parkway.

EXTRACT OF MPN STRUCTURAL  
Dwg 8497-10-1.

Registered Professional Engineer 17240  
  
 Mr Viktor Mateffy  
 MIEAust CPENG (Structural) N P E R  
 Signature: *V. Mateffy* Date: 22.9.17  
 Registered on the NPER in the Category of  
 Structural  
 National Professional Engineers Register

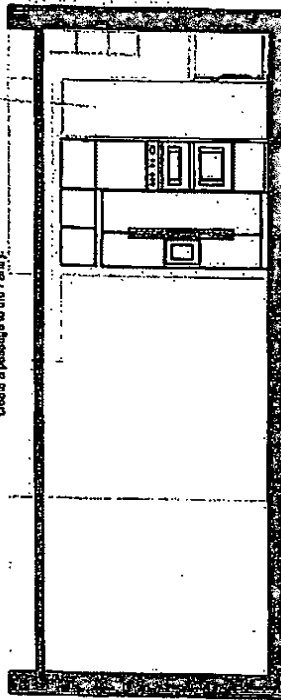






(S-01) SECTION 1  
1:50

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



(S-02) SECTION 2  
1:50

NOTE: CHECK ALL DIMENSIONS ON SITE

SCALE 1:50  
DATE 23/09/16  
PROJECT 604/08 VISTA ST MOSMAN 2008  
DRAWN BY [Signature]  
CHECKED BY [Signature]  
DD02  
B

mmj architects  
architects  
SUE ANTHONY  
PROJECT 604/08 VISTA ST MOSMAN 2008  
SECTIONS  
DATE 23/09/16

NOTE: THIS DRAWING IS THE PROPERTY OF mmj architects. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF mmj architects.

REV	DATE	DESCRIPTION
1	23/09/16	Issue for construction

DESIGN DEVELOPMENT

# 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

Slab Scan Pty Ltd, ABN 32 121 803 503  
 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 Operator Mark Devine	
Email			Ground Penetrating Radar Equipment Used SSI Structurescan Mini 1600MHz Serial A70-651204	
Time of Scan			Cable Locator Used Radiodetection RD7100 Serial 10771P1-411	

## 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

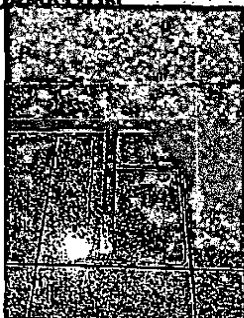
1. A risk was present prior to our engagement. You have engaged us to minimise that risk. Whilst every effort will be made to identify hazards the technology cannot necessarily identify all potential hazards.
2. No representation or warranty is made to the effect that all risk is eliminated.
3. Ground 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

"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 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

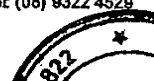
BRISBANE  
 PO Box 6037  
 Upper Mt Gravatt QLD 4122

Tel: (07) 3146 0100  
 Fax: (07) 3114 0446

PERTH  
 Suite 5, 988 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](http://www.zurich.com.au)

This is to certify that the undementioned 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	\$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, 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.

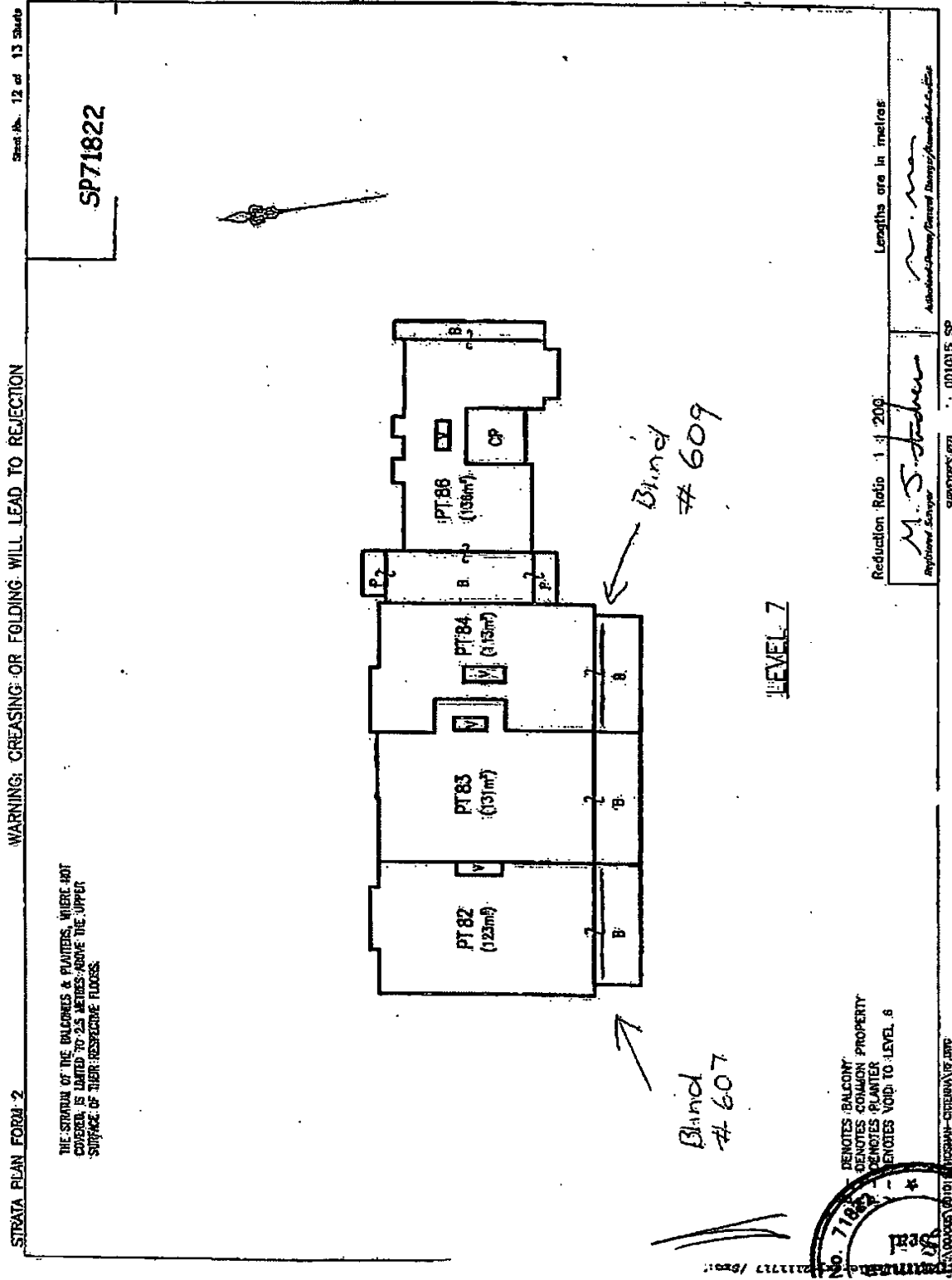
Nothing in this clause restricts the rights of or remedies available to the Owners Corporation as a consequence of a breach of this by-law.

**9. Attachments**

- (a) Attachment A - Annotated Plan

# Attachment A

"Attachment A"



## 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.

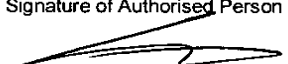
**3. Post installation obligations:**

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:

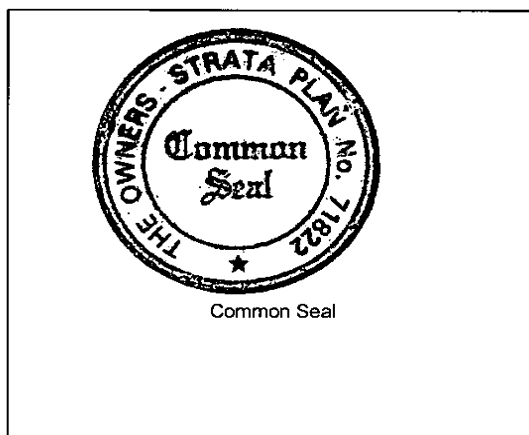
- (a) may remove the Permitted Works and EV Parking Stall at any time; and
- (b) on sale of the registered lot owned by the EV Owner, transfer ownership of the Permitted Works and EV Parking Stall to the newly registered owner.
- (c) Any wiring required for the purpose of the Permitted Works will be 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

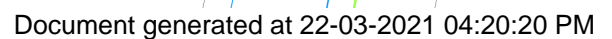
THE COMMON SEAL of **The Owners—Strata Plan No 71822** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

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, 189 Kent 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
---



## Page 1

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	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**.

# Sewer Service Diagram

Application Number: 8000562431

## 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

**SYMBOLS AND ABBREVIATIONS**

**INDICATES - PLUMBING FIXTURES & OR FITTINGS**

- P, Trap
- R Reflux Valve
- Cleaning Eye
- Vert Vertical Pipe
- IP Induct Pipe
- MF Mica Flap
- Jn Junction
- RP Rodding Point
- CO Clean out
- V Vent Pipe
- T Tube
- K Kitchen Sink
- W Water Closet
- B Bath Waste
- H Handbasin
- SVP Soil Vent Pipe
- Bld Bidet
- S Shower
- DW Dishwasher
- F Floor Waste
- M Washing Machine
- BS Bar Sink
- LS Lab Sink
- 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).

Plumbing and/or Drainage found completed without inspection and 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		
	Cert. Of Compliance No.	Outfall	Inspector		
	Field Diagram Examined by	Drainer	Cert. Of Compliance No.		
	Tracing Checked by	Plumber	For Regional Manager		
		Boundary Trap	<b>NOT REQUIRED</b>		

Connection Date: . . .

Document generated at 22-03-2021 04:20:23 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**.

17 March 2021

Peter Loh & Co Solicitors  
Shop 1 486 Bunnerong Rd  
MATRAVILLE NSW 2036

Certificate 30260

## Environmental Planning & Assessment Act 1979

### Planning Certificate Section 10.7(2)

**Property:** 610/88 Vista Street MOSMAN 2088  
**Title:** LOT: 85 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.*

#### **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 (Coastal Management) 2018.**

*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.**

*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 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.**

*(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.**

*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 37(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 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](http://www.mosman.nsw.gov.au) .

**Document Details and References**

**Certificate Fee:** \$53.00

**Fee Paid:** \$53.00      **Receipt Date:** 17.03.2021      **Receipt No.:** 12025752873

**Applicant's Reference:**

Dominic Johnson  
GENERAL MANAGER

Per: Checked by J.V  
19.3.2021

(.....)

**Extract from Mosman Local Environmental Plan 2012**

**Land Use Table**

<b>Zone B2 Local Centre</b>	
<b>1 Objectives of zone</b>	<ul style="list-style-type: none"> <li>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.</li> <li>To encourage employment opportunities in accessible locations.</li> <li>To maximise public transport patronage and encourage walking and cycling.</li> <li>To enhance the viability, vitality and amenity of the local centres.</li> <li>To maintain active uses at street level with a predominance of retail use.</li> <li>To allow the amalgamation and redevelopment of land in Spit Junction.</li> <li>To encourage residential development as part of the mixed use of sites.</li> </ul>
<b>2 Permitted without consent</b>	Home occupations.
<b>3 Permitted with consent</b>	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
<b>4 Prohibited</b>	Pond-based aquaculture; Any other development not specified in item 2 or 3.

### Relevant State Environmental Planning Policies

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#### State Environmental Planning Policies (SEPP)

SEPP No. 19 - Bushland in Urban Areas  
SEPP No. 21 – Caravan Parks  
SEPP No. 33 – Hazardous and Offensive Development  
SEPP No. 50 – Canal Estate Development  
SEPP No. 55 - Remediation of Land  
SEPP No. 64 - Advertising and Signage  
SEPP No. 65 - Design Quality of Residential Apartment Development  
SEPP No. 70 – Affordable Housing (Revised Schemes)  
SEPP (Affordable Rental Housing) 2009  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (Coastal Management) 2018 (only land within the coastal zone)  
SEPP (Concurrences) 2018  
SEPP (Educational Establishments and Child Care Facilities) 2017  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP (Infrastructure) 2007  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (Primary Production and Rural Development) 2019  
SEPP (State and Regional Development) 2011  
SEPP (State Significant Precincts) 2005  
SEPP (Vegetation in Non-Rural Areas) 2017  
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

#### Draft State Environmental Planning Policies (Draft SEPP)

Draft SEPP (Competition) 2010  
Draft SEPP (Environment)  
Draft SEPP (Short-term Rental Accommodation) 2019  
Proposed Design and Place SEPP  
Proposed Housing Diversity SEPP  
Proposed Remediation of Land SEPP  
SEPP (Educational Establishments and Child Care Facilities) 2017 Amendment  
SEPP (Infrastructure) 2007 Amendment – Health Services Facilities  
SEPP (State and Regional Development) 2011 Amendment – Water Treatment Facilities  
SREP (Sydney Harbour Catchment) 2005 Amendment

## Standard Form Residential Tenancy Agreement

*Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)*

### IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

### AGREEMENT

This Agreement is made on 06 / 11 / 2020 at: **Infinity Property Agents** NSW **BETWEEN**

**LANDLORD** (insert name and telephone number or other contact details of Landlord(s))

Name/s: **Huan Jian Sia**

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Other Contact Details: \_\_\_\_\_

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

Address for service of notices (can be an Agent's business address):

**Note.** Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: \_\_\_\_\_

**TENANT(S)** (insert name of Tenant(s) and contact details)

Name/s: **Baher Iskander**

Address for service of notices (if not address of Residential Premises):

**610/88 Vista Street, Mosman NSW 2088**

Phone: \_\_\_\_\_ Mobile: **0451 055 750** Email: **BaherRoushdy@gmail.com**

**LANDLORD'S AGENT DETAILS** (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Infinity Property Agents**

Address: **C/- Suite 38, 112-122 McEvoy Street**

ACN: \_\_\_\_\_

**Alexandria NSW 2015**

ABN: **54 104 841 974**

Phone: **(02) 9699 9179** Mobile: \_\_\_\_\_ Email: **rent@infinityproperty.com.au**

Licence No.: **1415072** Licence Expiry: **30/11/2021**

### TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) **12 weeks and 2 days**

☐ Periodic (no end date)

starting on: **07 / 11 / 2020** and ending on: **31 / 01 / 2021** (cross out if not applicable)

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

## RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*

The residential premises are: **610/88 Vista Street, Mosman NSW 2088**

The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)*

**1 x Microwave, 1 x Dish washer, 1 x Dryer**

## RENT/RENT INCREASE

The rent is: **\$800.00** per: **fortnight** payable in advance starting on: **07 / 11 / 2020**

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

Rent Increase 1: Then from: **/ /** pay: **/ /** per: **fortnight**

Rent Increase 2: Then from: **/ /** pay: **/ /** per: **fortnight**

**Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **By the Due Date** of every **fortnight** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**  
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **303 101 281** Payment Reference: **0035323013**

or any other account nominated by the landlord; or

(c) as follows: **NONE**

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

## RENTAL BOND *(Cross out if there is not going to be a bond)*

A rental bond of \$ **Lodged** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

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

## IMPORTANT INFORMATION

### MAXIMUM NUMBER OF OCCUPANTS

No more than **2** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)*

### URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power – Harrison** Phone: **0426 885 821**

Plumbing Repairs: **Beyond Plumbing- Nick** Phone: **0415 047 245**

Building Repairs: Phone: **/ /**

Other Repairs: Phone: **/ /**

## WATER USAGE

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 12 and 13

## UTILITIES

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

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

## SMOKE ALARMS

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

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

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

**Alkaline V**

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

## STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

## GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

### Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **agent@infinityproperty.com.au**

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

### Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **BaherRoushdy@gmail.com**

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

## CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report prepared for a tenancy agreement entered into by the tenant and dated **26 / 10 / 2018** applies to this Agreement.

## TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

## STANDARD TERMS OF AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

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

### COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

### RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
  - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
  - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

### RENT INCREASES

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

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

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

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

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

### RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

### PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
    - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
    - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
    - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
  - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.



#### 11. The tenant agrees to pay:

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

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

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

### POSSESSION OF THE PREMISES

#### 14. The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

### TENANT'S RIGHT TO QUIET ENJOYMENT

#### 15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

### USE OF THE PREMISES BY TENANT

#### 16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

#### 17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

#### 19. The landlord agrees:

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



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

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

**21. The landlord agrees:**

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

**23. The landlord and the tenant agree:**

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

#### LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

#### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

#### LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

**37. The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out if not applicable]*

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

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### SMOKE ALARMS

**42. The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

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

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

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

**43. The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

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

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

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



## SWIMMING POOLS

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

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

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

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

- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

## LOOSE-FILL ASBESTOS INSULATION

**47. The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## COMBUSTIBLE CLADDING

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

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

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

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

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

## ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

**No Pets.** In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

**54. The tenant agrees:**

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4 to comply with any council requirements.
- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.
- 56.1 The tenant agrees:**
- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
  - (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
  - (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
  - (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.
- 56.2 The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

#### ADDITIONAL TERM - CONDITION REPORT

- 57.** Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.

#### ADDITIONAL TERM - INSPECTIONS

- 58.1** The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2** Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE OF PREMISES

- 59. The tenant agrees,** in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

- 59.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.8 not to affix any television antenna to the premises.
- 59.9 not to maliciously or negligently damage the premises or any part of the premises.
- 59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.13 to notify the landlord of any infectious disease at the premises.

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

*If Clause 45 is deleted this clause is not applicable.*

- 60. Swimming Pool Safety and Maintenance**
- 60.1 At the commencement of the tenancy, the landlord will:
- (a) handover the pool in a condition that is safe for use
  - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
    - (1) child-restraint barriers are in place and properly maintained,
    - (2) access gates and doors are securely closed at all times,
    - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
    - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
  - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.

- (c) the tenant is responsible for general maintenance including:
- (1) regular cleaning of filter baskets
  - (2) maintaining required water levels
  - (3) removing vegetation and other rubbish from the pool
  - (4) maintaining the pool water condition
  - (5) regular pool services
  - (6) payment of costs for all required pool chemicals
  - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

#### ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

#### ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

**Note.** Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

#### ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

#### ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. **The tenant agrees**, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.



## ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1** In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2** In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

## ADDITIONAL TERM - PRIVACY

- 75.** (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
  - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
  - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
  - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

## ADDITIONAL TERM - DATA COLLECTION

- 76.** Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

## ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

- 77.** (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
  - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
  - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
  - (4) by email, where the party has given express consent in accordance with clause 50; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

## NOTES

### 1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. CONTINUATION OF TENANCY (if fixed term agreement)

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

### 3. ENDING A FIXED TERM AGREEMENT

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

### 4. ENDING A PERIODIC AGREEMENT

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

### 5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

### 6. WARNING

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




## OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

## SIGNATURES


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

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

**SIGNED BY THE LANDLORD:**  Date: 11/11/2020  
(Signature of landlord or landlord's agent on behalf of the landlord)

### LANDLORD INFORMATION STATEMENT

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

**SIGNED BY THE LANDLORD:**  Date: 11/11/2020  
(Signature of landlord or landlord's agent on behalf of the landlord)

**Note.** May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

**SIGNED BY THE TENANT:**  Date: 10/11/2020  
(Signature of tenant)

**SIGNED BY THE TENANT (2):** \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature of tenant 2)

**SIGNED BY THE TENANT (3):** \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature of tenant 3)

**SIGNED BY THE TENANT (4):** \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature of tenant 4)

### TENANT INFORMATION STATEMENT

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

**SIGNED BY THE TENANT/S:**  Date: 10/11/2020  
(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)