

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Morton Estate Agents 25/7 Macquarie Street, Sydney NSW 2000 Email: ettiene@morton.com.au	Phone: 1300 858 221 Ref: Ettiene West
co-agent		
vendor	Yat Lui Lau 1 Heath Street, Rodd Point NSW 2046	
vendor's solicitor	Sydney Conveyancing Pty Ltd Suite A33, 24-32 Lexington Drive, Bella Vista NSW 2153 PO Box 664, Baulkham Hills NSW 1755 Email: preet@sydneyconveyancing.com.au	Phone: 02 6989 4656 Fax: 02 8580 4884 Ref: PK:PB:20/846
date for completion	28 days after the date of this contract (clause 15)	
land (address, plan details and title reference)	302/267 Sussex Street, Sydney NSW 2000 Lot 7 in Strata Plan 88688 Folio Identifier 7/SP88688	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input 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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement 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 (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 *GSTRW* rate (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

Bright & Duggan Pty Ltd
37-43 Alexander Street, Crows Nest NSW 2065

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Vendor: Yat Lui Lau

Property: 302/267 Sussex Street, Sydney NSW 2000

1. Inconsistency

1.1 Special Conditions prevail

If there is any inconsistency in this Contract between the printed clauses and these Special Conditions, these Special Conditions prevail to the extent of that inconsistency.

1.2 Amendment of Contract

The printed clauses in this Contract are amended as follows:

- a) Printed clause 2.1 *Depositholder* will be the vendor's real estate agent noted on the front page of the contract.
- b) Printed clause 2.9 "If the deposit paid is less than 10% and the deposit is invested in an interest bearing account, all net interest must be paid to the Vendor" is added to the end of the clause.
- c) Printed clause 6.2 is deleted;
- d) In printed clause 7, "before completion" is deleted and "not less than 7 days before the Completion Date" is substituted;
- e) Printed clause 7.1.1 is deleted;
- f) In printed clause 7.2.1, "10%" is deleted and "2.5%" is substituted";
- g) In printed clause 7.2.6, " and the amount held and all net interest must be paid to the Vendor" is added to the end of the clause;
- h) In printed clause 20.6.5 add the words "or email" after the words "Sent by Fax";
- i) In printed clause 23.6.1, the words "even if it is payable by instalments" is deleted and "and is liable to pay instalments for the quarter in which settlement occurs. Any instalments payable after settlement is purchaser's liability irrespective of when they were levied" is substituted;
- j) Printed clause 23.13 is deleted - purchasers solicitor is to obtain the same;
- k) Printed clause 25.2 is deleted;
- l) Printed Clause 25.3 - "And no further updated Abstract of title will be provided" is added at the end of the clause; and
- m) Printed Clause 25.6.2 is deleted.

2. Exclusion of Warranties and Condition of Property

2.1 Purchaser's warranties

The purchaser warrants that:

- a) It has inspected the property;

- b) Unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf in respect of:
- I. the property;
 - II. the neighbourhood in which the property is located;
 - III. the state of repair of the Property and, if applicable, the improvements and the furnishings and chattels;
 - IV. the suitability of the Property and , if applicable, the improvements, furnishings and chattels of any use;
 - V. any rights and privileges relating to the Property and/or its improvements, furnishings and chattels; or any matter which has or may have an effect on the Property and/or its improvements, furnishings and chattels.

3. Condition of Property

Without in any manner excluding, modifying or restricting the rights of the Purchaser pursuant to Section 52A (2) (b) of the Conveyancing Act 1919, and the Conveyancing (Sale of Land) Regulation 2000:

- a) The Property(and inclusions, if any) is sold in its condition and state of repair (including structural repair) as at the date of this Contract and subject to all faults and defects both latent and patent and the Purchaser must not make any objection, requisition or claim for compensation regarding the condition and state of repair of the Property.
- b) No objection, requisition or claim for compensation may be made by the Purchaser on account of any of the following:
 - I. any matter disclosed in any survey report or plan annexed to this Contract (if any) in relation to the Property and the Vendor does not warrant the accuracy, completeness or the current application of such survey report or plan; or
 - II. any matter disclosed in any Building Certificate issues under the Local Government Act (1993) or the Environmental Planning and Assessment (1979) (as the case may be) annexed to this Contract (if any); or
 - III. any encroachments by a dividing fence (as defined by the Dividing Fences Act, 1991) on the Property or any adjoining Property whether disclosed by survey or not.

4. Services

4.1 Services

The Purchaser must not make any objection, requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service to the Property;
 - b) The Property being subject to any service or mains, pipes or connections for any service;
 - c) The Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
 - d) Any defects in any service to the Property;
 - e) Any underground or surface stormwater drain passing through or over the Property;
- or

- f) Any manhole or vent on the Property.

4.2 Purchaser acknowledgements

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

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

5. Agent

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

6. Completion and Notice to Complete

6.1 Completion date

The completion date of this Contract is the number of days specified on the first page of this Contract from the date of this Contract (**Completion Date**).

6.2 Notice to Complete

If, for any reason other than default or delay by the party proposing to give a Notice to Complete, this Contract is not completed by 3:00pm on the Completion Date, the party not in default may serve on the party in default a Notice to Complete;

- a) requiring the other party to complete this Contract within 14 days after the date of service of the Notice to Complete; and
- b) making time of essence.

6.3 Terms of Notice to Complete

For the purposes of Clause 15 of this Contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.

6.4 Party serving Notice

The party serving a Notice to Complete may at any time or times:

- a) Withdraw the Notice to Complete by a further notice to the party in default; and
- b) At its option issue a further Notice to Complete.

6.5 Vendor

The Vendor:

- a) Is not obliged to remove any charge on the Property for any outgoings until completion;
- b) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any outgoings; and
- c) May serve a Notice to Complete on the Purchaser notwithstanding that, at the time of such Notice is issued or any subsequent time, there is a charge on the Property for any outgoings.

6.6 Vendor's solicitor

It is an essential term of this contract that if the Vendor serves upon the Purchaser a Notice to Complete, the Purchaser shall pay to the Vendor on completion \$330.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete. The vendor's conveyancer will charge \$250.00 for any cancellation of the settlement after settlement has been booked by email request and accepted as a result of purchaser/ purchaser's representatives fault at the completion time and this amount will be adjusted in the settlement statement to be paid by the purchaser.

7. **Party Dying or Liquidator being appointed etc**

7.1 Party dying

If either party (or if a party is more than one person, any one or more of the persons comprising that party) before completion:

- a) Dies; or

- b) Becomes a mentally ill person or a mentally 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 1983

then the other party may rescind this Contract by notice to the first party. This Contract will be at an end on service of such a notice and the provision of printed clause 19 will apply to that rescission.

7.2 Rights and remedies not negated

The rights and remedies set out in this Special Condition do not negate, limit or restrict any other rights or remedies which would have been available to either party had this Special Condition not been included in this Contract.

8. **Damages for failure to Complete**

8.1 Damages

In addition to the right of the Vendor to issue a Notice to Complete, if completion does not take place on or before the Completion Date due to the purchasers default, then the Vendor has the right (in addition to all other monies payable to the Vendor pursuant to this Contract) to require the Purchaser to pay damages on completion calculated on the balance of the purchase price at a rate of 8% per annum from and including the day of the Completion Date up to and including the date that Completion in fact occurs.

8.2 Assessment of Loss

The parties agree that the damages payable by the Purchaser pursuant to this Special Condition represent a fair and reasonable assessment of the loss occasioned to the Vendor due to the Purchaser's failure to complete within the specified time.

8.3 Vendor not liable

The Vendor shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser due to the Vendor's failure to complete unless such failure constitutes a breach of an essential term of this Contract.

9. **FIRB Approval**

9.1 Approval

If the Purchaser is required under the provisions of the Foreign Acquisitions and Takeover Act 1975(**the Act**) or comparable legislation to obtain the approval of the Treasurer (which term includes any other competent person) to the acquisition by the Purchaser of the Property on the terms and conditions of this Contract (**the Approval**) which expression

includes any statement to the effect that there is no obligation on foreign investments grounds to the acquisition, the following provisions will apply:

- a) The purchaser must if the Purchaser has not already done so within 14 days after the date of this Contract make application **(the Application)** to the Treasurer for Approval, and must promptly provide to the Treasurer all such material and information as the Treasurer may require in connection with the Application and use its best endeavours to obtain the Approval as expeditiously as possible.
- b) The Purchaser must provide to the Vendor as soon as practicable after they have been provided to, or received from , the Treasurer (as the case may be) complete copies of the Application, all material provided to the Treasurer in connection with the Application and all correspondence and other communications between the Purchaser and the Treasurer in connection with the Application.
- c) The Purchaser must if requested by the Vendor provide to the Vendor such information and documents as the Vendor may reasonably require to establish that the Purchaser is in fact required under the Act or any comparable legislation to obtain the Approval.
- d) The purchaser must promptly notify the Vendor in writing of any refusal, or the Approval of the Application.
- e) If the Purchaser has not received notice in writing from the Treasurer of Approval of the Application, or the Application is not deemed to be approved by operation of law on or before the Completion Date, or the Application is deemed to have been rescinded, then provisions of printed clause 19 will apply.

10. **Deposit**

10.1 Deposit

Despite any other provisions of this Contract, the Purchaser acknowledges that the Deposit payable under this Contract by the Purchaser is 10% of the purchase price. If less than 10% of the purchase price is paid on the date of this Contract towards the deposit, then the difference between:

- a) 10% of the purchase price; and
- b) the amount actually paid on the date of this Contract towards the deposit

shall be paid by the Purchaser to the Vendor on the earlier of:

- I. completion of this Contract;
- II. termination of this Contract due to the Purchaser's default; or
- III. at any other time when the deposit is forfeited or payable to the Vendor pursuant to this Contract.

- 10.2 Notwithstanding anything hereinbefore contained, the Vendor and the Purchaser agree that the deposit paid under this contract, or part of such deposit, is to be released for use by the Vendor as a deposit in the purchase of a real estate in Australia, or for the payment of stamp duty on that purchase.

If released for the purpose of a deposit, the amount is to be placed with and held in trust by a Licensed Real Estate Agent, or the Vendor's solicitor appointed as a stakeholder in such purchase and shall not be released further without written consent of the Purchaser named

in this contract. The parties further agree that demand in writing from the Vendor or the Vendor's conveyancer to the stakeholder and the purchaser's solicitor/Conveyancer will be enough for such release, the stakeholder in this contract shall release the deposit or part thereof to the Vendor for the aforesaid purposes by:

- a) Bank transfer in favour of the stakeholder named in the contract for the property being purchased by the Vendor; and/or;
- b) Bank Transfer/BPAY in favour of Revenue NSW.

Such request shall be accompanied by a copy of the front page of the Contract for the Vendor's purchase.

11. Deposit Bond

- 11.1 BOND - The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

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

The purchaser must pay the amount stipulated in the bond to the vendor in cash or by Bank transfer on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

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

12. Service by FAX/EMAIL

Service of any notice or document under or relation to this Contract may be effected if it is transmitted by a facsimile device/Email to the facsimile number/Email appearing in any directory of facsimile/email particulars or on any letterhead or other business form or document of or used by the Party to be served or that Party's solicitor.

Provided such facsimile transmission or email is sent before 5:00pm on any business day then service by facsimile/email is deemed to have been received on the day of transmission. Otherwise service by facsimile/email is deemed to have been received at 9:00am on the next business day following the day of transmission/transit.

Service by facsimile transmission/Email is not regarded as effective if the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 4 hours after the transmission or the email bounces back with no delivery notification.

13. Transfer

the Purchaser must pay the Vendors' Solicitors/Conveyancer's cost in the amount of \$99 for attending to urgent transfer document if the same is not uploaded and finalised on PEXA platform 7 business days before the Completion date by the purchaser's Solicitor/Conveyancer as this can cause delay in settlement, Few outgoing mortgagee's would not sign or upload discharge requests on PEXA as a result of incomplete transfer on PEXA platform.

14. Requisitions on title

Requisition to be served under the contract is annexed to the contract with replies and the purchaser's solicitor will not reserve a right to raise any other requisitions beside the ones attached to the contract.

15. Swimming Pool fencing

If there is a swimming pool situated on the Property and the fencing around the pool (if any) does not comply with the requirements of the Local Council or any other competent authority, no objection, requisition or claim for compensation be made by the Purchaser in respect of such non compliance or because of the failure or refusal of the Local Council to issue a building certificate or any other approval on account of such non-compliance.

16. Extension to Cooling-off Period

If a cooling off period applies to this Agreement and the Purchaser requests an extension of the cooling off period the Purchaser must pay the Vendors' Solicitors/Conveyancer's Costs in the sum of \$120 (including GST) for each such request on completion. Should contract be rescinded this fees will become payable immediately by the purchaser to the vendor's Solicitor/Conveyancer on demand in writing. This is an essential term of the contract.

17. Adjustments

The Purchaser must prepare and serve an accurate settlement adjustment sheet referencing each Adjustment required in accordance with this Agreement together with supporting certificates/searches for any Adjustments that are to be made. If there are adjustments to be made and no settlement adjustment sheet that complies with this clause is served by the day which is five (5) business days prior to the completion Date, the Purchaser will pay the Vendors' solicitors/Conveyancer Costs in the sum of \$110 (excluding GST) on the Completion Date.

18. deleted

19. Strata property

19.1 The parties agree that:

- a) where any special or extraordinary levy was struck prior to the date of this Agreement and was struck for the purpose of repayment of expenditure incurred prior to this Agreement, then the payment of such levy is the sole responsibility of the Vendor.
- b) where any special or extraordinary levy was struck prior to the date of this Agreement and was struck for the purpose of future expenditure and is payable in part or in full after the date of this Agreement, then it is the sole responsibility of the:
 - Vendor to pay that portion of the levy incurred prior to the date of this Agreement;
 - Purchaser to pay that portion of the levy that will be incurred after the date of this Agreement

This clause will not merge on completion.

20. CORPORATE PURCHASER

ANNEXURE A – DEED OF GUARANTEE – CORPORATE PURCHASER

1. This Annexure applies if the Purchaser is a corporation but does not apply to a corporation listed on any Australian Stock Exchange.
2. Guarantor means at least one Director of the corporation that is a Purchaser or, if there is more than one Director, at least two Directors of the corporation that is a Purchaser.
3. It is an essential term of the Agreement that the Purchaser must procure the Guarantor execute this Annexure as a Deed.
4. The Guarantor guarantees to the Vendor:
 - (a) payment of all money payable by the Purchaser under the Agreement; and
 - (b) the performance of all of the Purchaser's other obligations under the Agreement.
5. The Guarantor jointly and severally:
 - (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under the Agreement or the Vendor's exercise or attempted exercise of rights under this Annexure; and
 - (b) must pay on demand any money due to the Vendor under this indemnity.
6. The Vendor may seek to recover any amounts payable under clause 5 of this Annexure before seeking to recover from the Purchaser.
7. The Guarantor's obligations under this Annexure are not released, discharged or otherwise affected by:
 - (a) the Purchaser or the Guarantor being Insolvent;
 - (b) the granting of any time, waiver, covenant not to sue or other indulgence; or
 - (c) an arrangement, settlement or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person.
8. If the Vendor assigns or transfers any benefit of the Agreement, the transferee or assignee receives the benefit of the Guarantors obligations under this Annexure.
9. This Annexure is binding on the Guarantor, their executors, administrators and assigns of the Guarantor.
10. This Annexure operates as a Deed between the Vendor and the Guarantor.

EXECUTED AS A DEED

**Signed Sealed and Delivered by the Guarantor
in the presence of:**

Signature of Witness

Signature of Guarantor

Name of witness (Print)

Name of Guarantor (Print)

Date:

Date:

**Signed Sealed and Delivered by the Guarantor
in the presence of:**

Signature of Witness

Signature of Guarantor

Name of witness (Print)

Name of Guarantor (Print)

Date:

Date:

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession & Tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey & Building

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

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

Affectations, Notices and Claims

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

Owners Corporation Management

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

Capacity

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

Requisitions & Transfer

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

Vendor: Yat Lui Lau
Property: 302/267 Sussex Street, Sydney NSW 2000
Our Ref: 20/846

We refer to Requisitions on Title attached to the Contract and we are instructed to make the following replies :

1. Noted as per the front page of the contract.
2. Not to the Vendor's knowledge.
3.
 - A. Vendor relies on the contract.
 - B. Vendor relies on the contract.
 - C. Vendor relies on the contract.
 - D. Vendor relies on the contract.
 - E. Vendor relies on the contract.
 - F. Vendor relies on the contract.
4. Not applicable.
5. Vendor relies on the contract.
6. Noted subject to contract.
7. Noted subject to contract.
8. At our Clients mortgagee's office by appointment.
9. No.
10. The usual adjustments will be made in accordance with the Contract.
11. The vendor will obtain and rely on Sec 47.
12. Vendor relies on the contract.
13. No.
14.
 - A. Yes, as far as the vendor is aware.
 - B. Not that the vendor is aware of but the purchaser should make and rely on their own inquiries.
 - C. Vendor relies on the contract.
 - D. Vendor relies on the contract.
 - E. Vendor relies on the contract.
15. Not to the vendor's knowledge and the vendor cannot speak for the predecessors.
16. Not Applicable.
17.
 - A. Vendor relies on the contract in relation to any party walls.
 - B. Vendor relies on the contract and is not aware of any dispute.
 - C. Not that the vendor is aware of.
18.
 - a. Not that the vendor is aware of and relies on the contract.
 - b. Not that the vendor is aware of and relies on the contract.
 - c. Not that the vendor is aware of and relies on the contract.
 - d. Not that the vendor is aware of but buyer should make their own inquiries.
19. Yes as far as the vendor is aware.
20. Vendor relies on the contract but Purchaser should make their own inquiries.
21. No.
22. Not that the vendor is aware of but Purchaser should make their own inquiries.

- 23. Not applicable.
- 24. Not applicable.
- 25. Noted.
- 26. Noted subject to contract.
- 27. Noted subject to contract.
- 28. This alleged right is not admitted.
- 29. Not agreed.

Please note that these replies were drafted while preparing the contract and are subject to change.



FOLIO: 7/SP88688

SEARCH DATE	TIME	EDITION NO	DATE
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4/11/2020	12:07 PM	4	2/9/2018

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

LOT 7 IN STRATA PLAN 88688
AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

YAT LUI LAU (T AJ815069)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP88688
- 2 AJ815070 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP88688

SEARCH DATE	TIME	EDITION NO	DATE
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4/11/2020	12:07 PM	2	4/5/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 88688
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SYDNEY
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ST ANDREW COUNTY OF CUMBERLAND
TITLE DIAGRAM SP88688

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 88688

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BRIGHT & DUGGAN PTY LTD
37-43 ALEXANDER STREET
CROWS NEST
NSW 2065

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 AG317187 RESTRICTION(S) ON THE USE OF LAND
- 4 AH902457 RESTRICTION(S) ON THE USE OF LAND
- 5 AJ451767 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 88688

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 442	2	- 319	3	- 319	4	- 363
5	- 363	6	- 294	7	- 242	8	- 294
9	- 294	10	- 242	11	- 294	12	- 294
13	- 277	14	- 294	15	- 420	16	- 420
17	- 393	18	- 393	19	- 434	20	- 400
21	- 405	22	- 393	23	- 393	24	- 410
25	- 785	26	- 823				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP88688

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

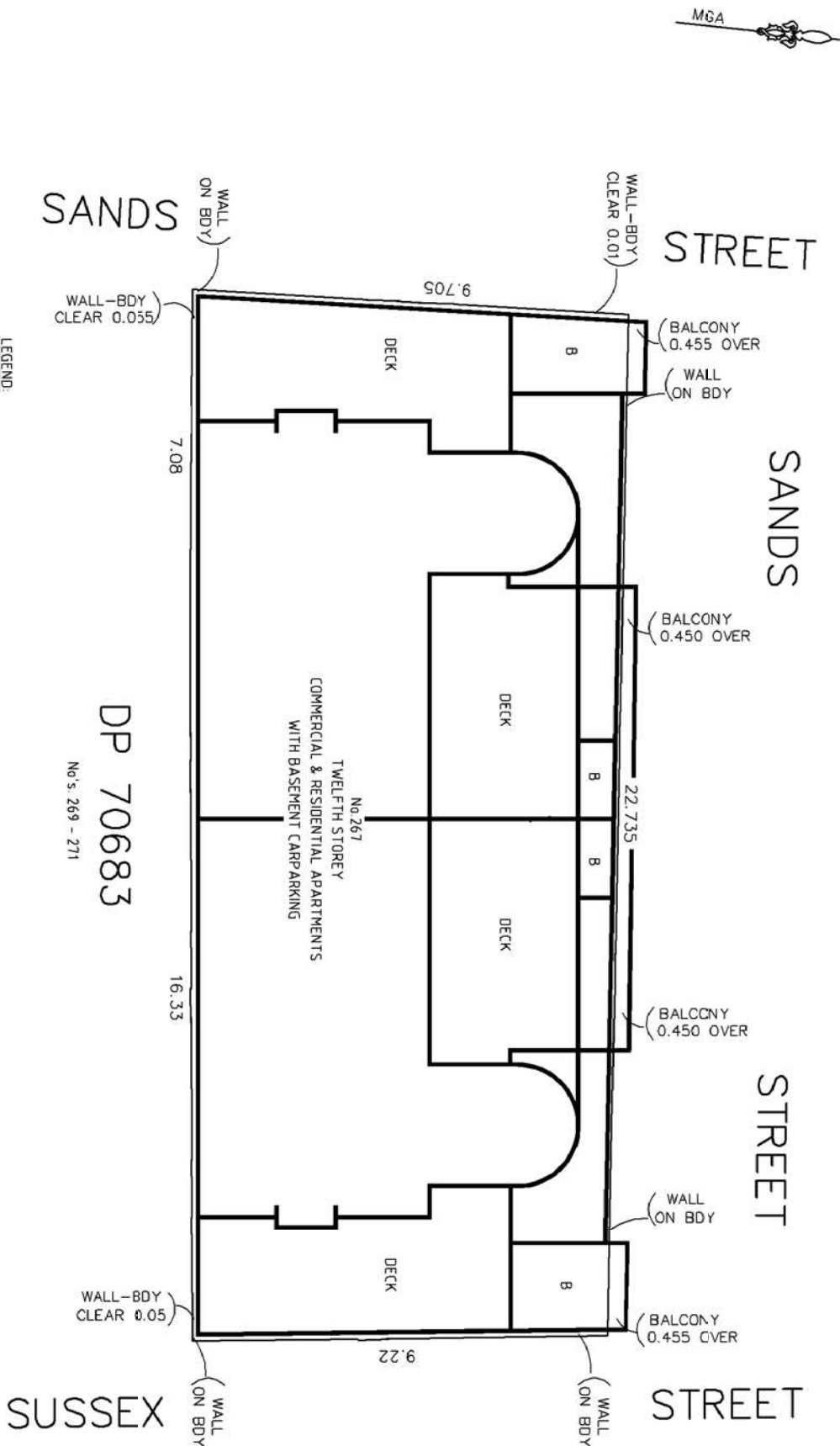
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20/846

PRINTED ON 4/11/2020

* 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.

LOCATION PLAN



LEGEND:
B DENOTES BALCONY

NOTES:

1. STRUCTURAL STEEL ATTACHED TO BUILDING ARE COMMON PROPERTY
2. ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.

DP 70683

No's. 269 - 271

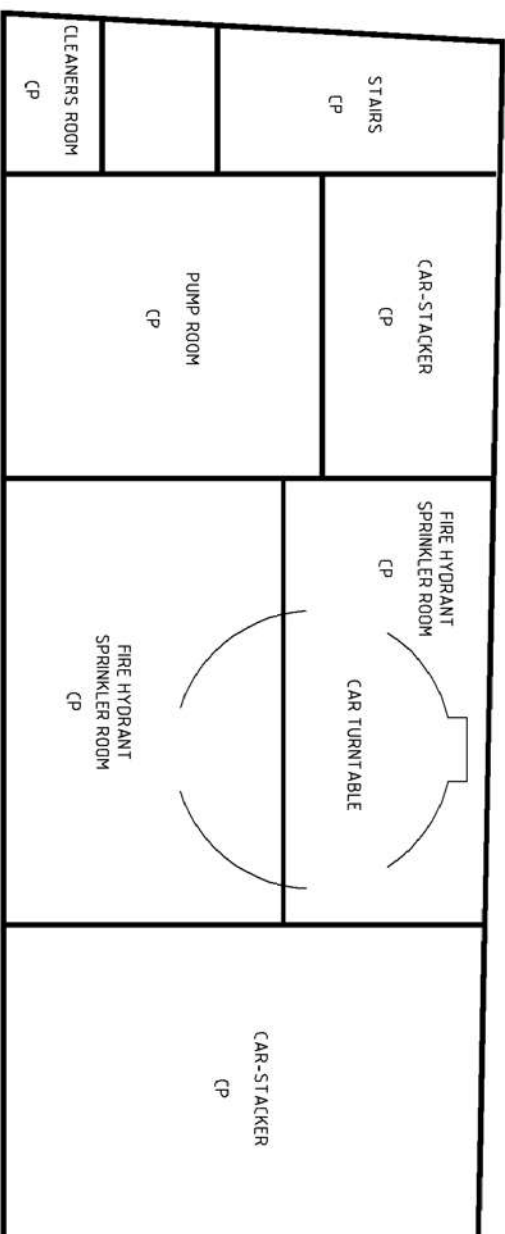
Surveyor: MONY C SENG
Surveyor's Reference: ECP065.SP.01
Subdivision No: SC1999
Lengths are in metres. Reduction Ratio 1: 100



Registered
27.8.2013

SP88688

BASEMENT 2
FLOOR PLAN



LEGEND:

CP DENOTES COMMON PROPERTY

Surveyor: **MONY C SENG**

Surveyor's Reference: **ECP065.SP.01**

Subdivision No: **SC1999**

Lengths are in metres. Reduction Ratio 1: **100**

Registered

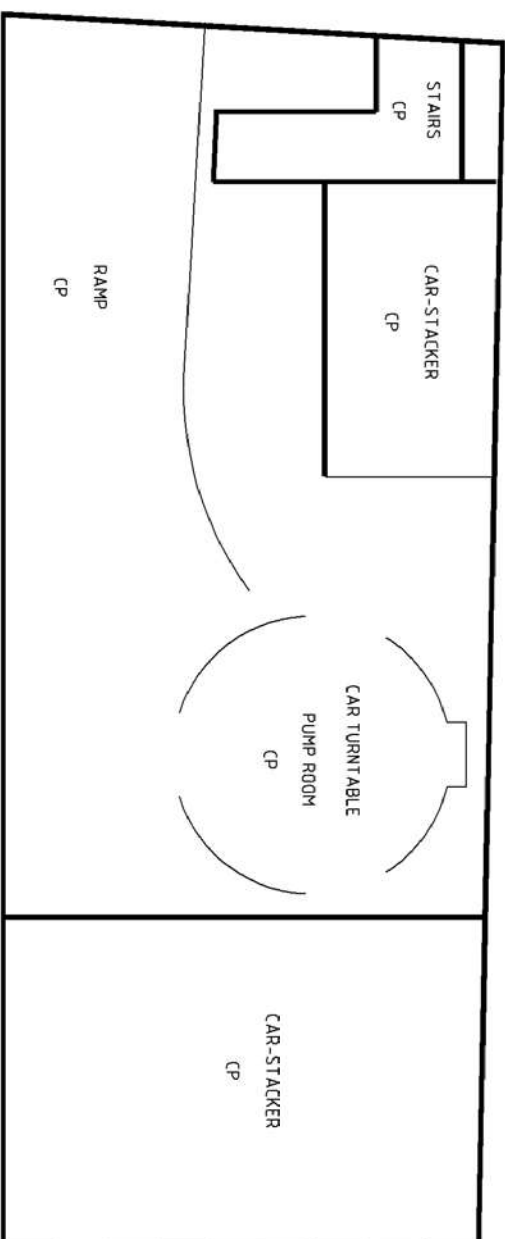


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BASEMENT 1
FLOOR PLAN



LEGEND:

CP DENOTES COMMON PROPERTY

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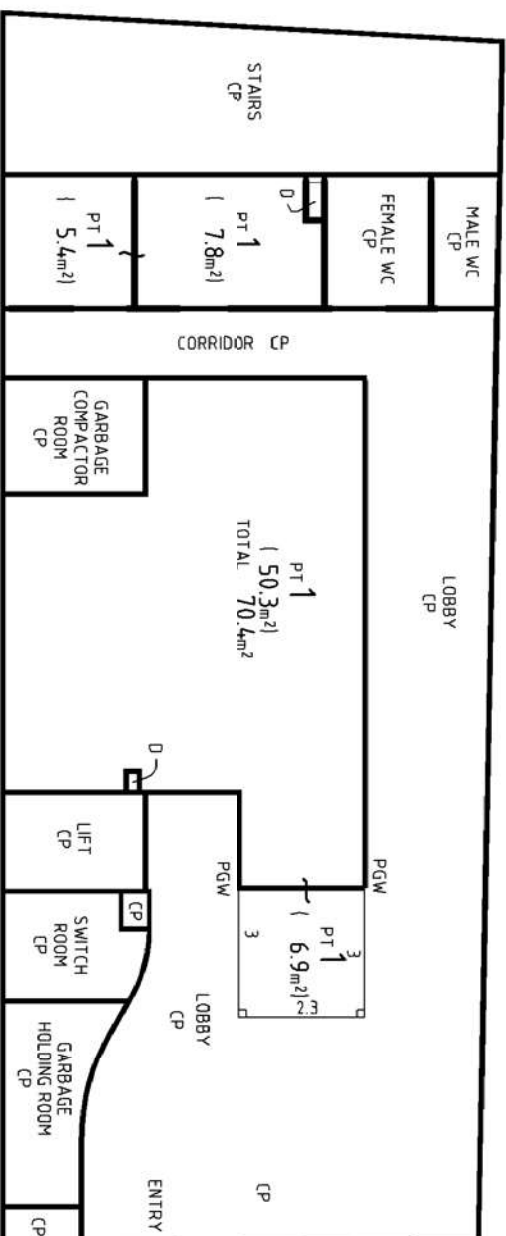
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Surveyor's Reference: **ECP065.SP.01**
Subdivision No: **SC1999**
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GROUND FLOOR PLAN



LEGEND:

- | | |
|-----|------------------------------------|
| D | DENOTES DUCTING (CP) |
| CP | DENOTES COMMON PROPERTY |
| PGW | DENOTES PROLONGATION OF GLASS WALL |

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (PREHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.

Surveyor: **MONY C SENG**

Surveyor's Reference: ECP065.SP.01

Subdivision No: SC1999

Lengths are in metres. Reduction Ratio 1: 100

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27.8.2013

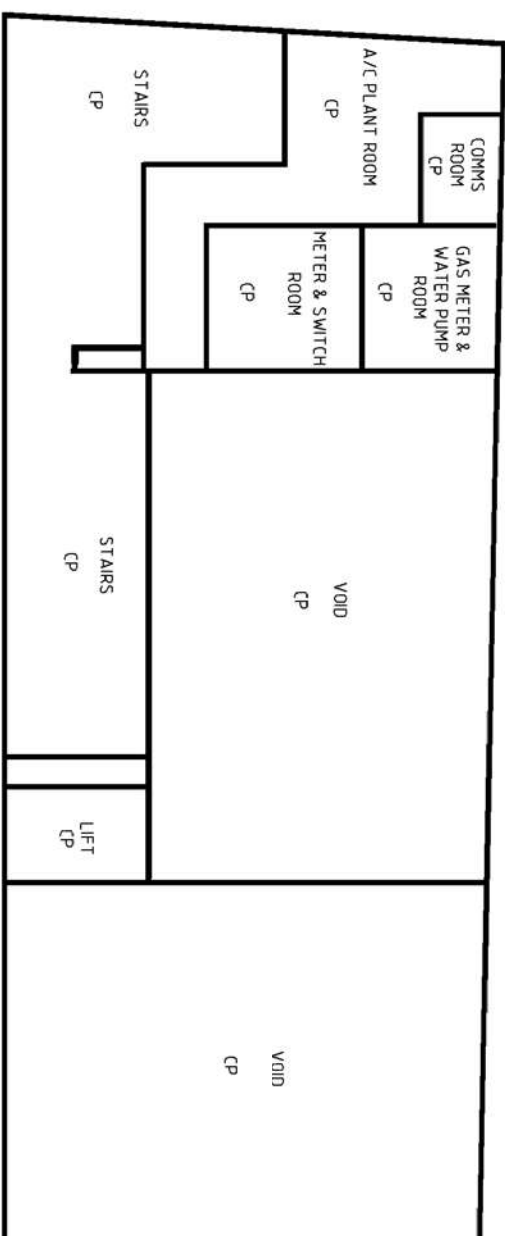
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MEZZANINE LEVEL FLOOR PLAN



LEGEND:

CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.

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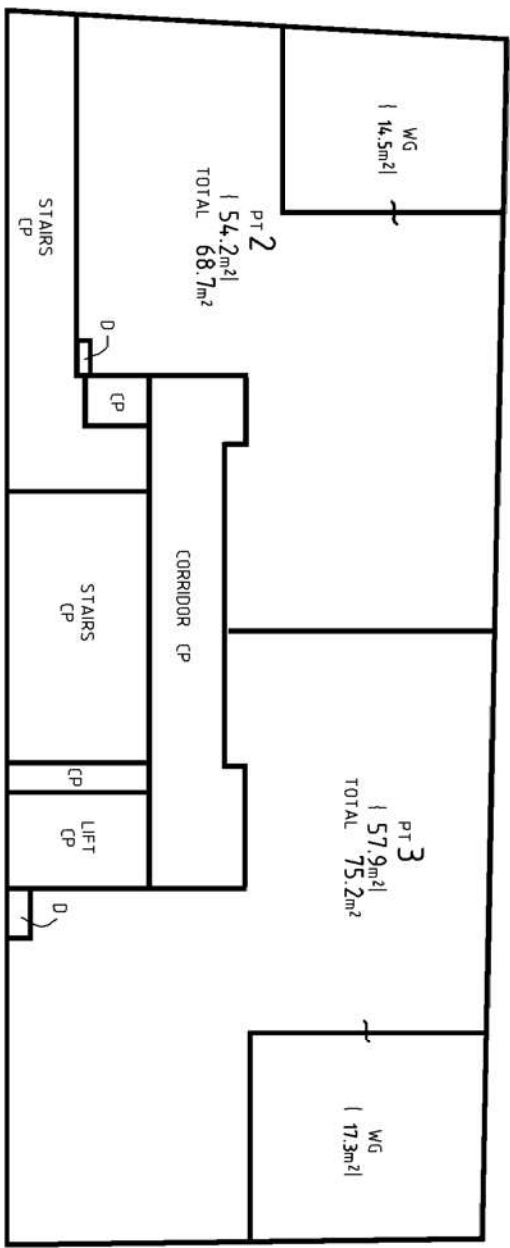
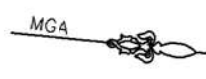
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Surveyor's Reference: **ECP065.SP.01**
Subdivision No: **SC1999**
Lengths are in metres, Reduction Ratio 1: 100

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LEVEL 1 FLOOR PLAN



LEGEND:

- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- WG DENOTES WINTER GARDEN
- CP DENOTES COMMON PROPERTY

NOTES:

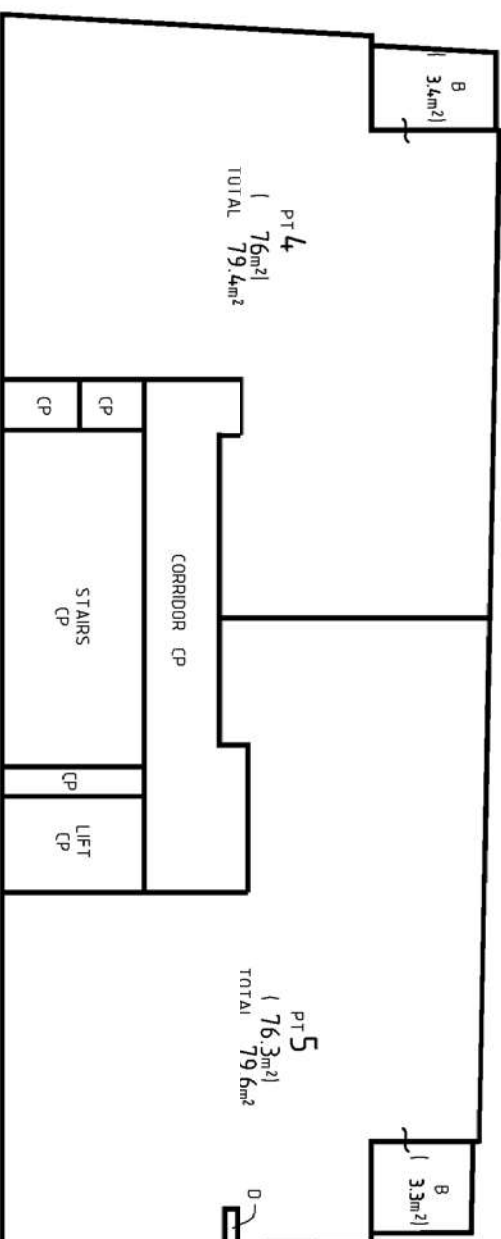
1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.
3. WINTER GARDENS ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.

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Table of mm													

Surveyor: **MONY C SENG**
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Subdivision No: **SC1999**
Lengths are in metres. Reduction Ratio 1: 100

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LEVEL 2 FLOOR PLAN

LEGEND:

- B DENOTES BALCONY
D DENOTES DUCTING (CP)
CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.
3. BALCONY ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.

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Surveyor's Reference: ECP065.SP.01

Subdivision No: SC1999

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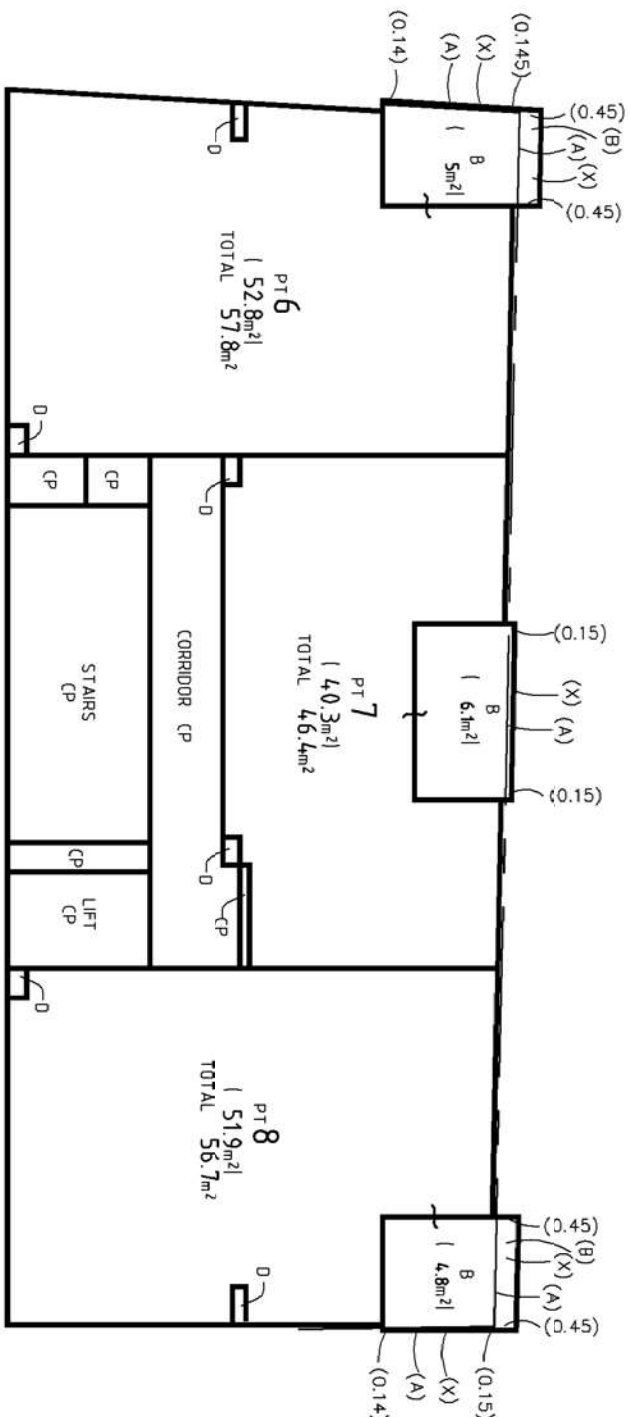
Registered



27.8.2013

SP88688

LEVEL 3 FLOOR PLAN



LEGEND:

- A DENOTES PARCEL AND LOT BOUNDARY
- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.
3. BALCONY ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.
4. THE PART OF THE BALCONY DESIGNATED (X) WHICH ENCROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

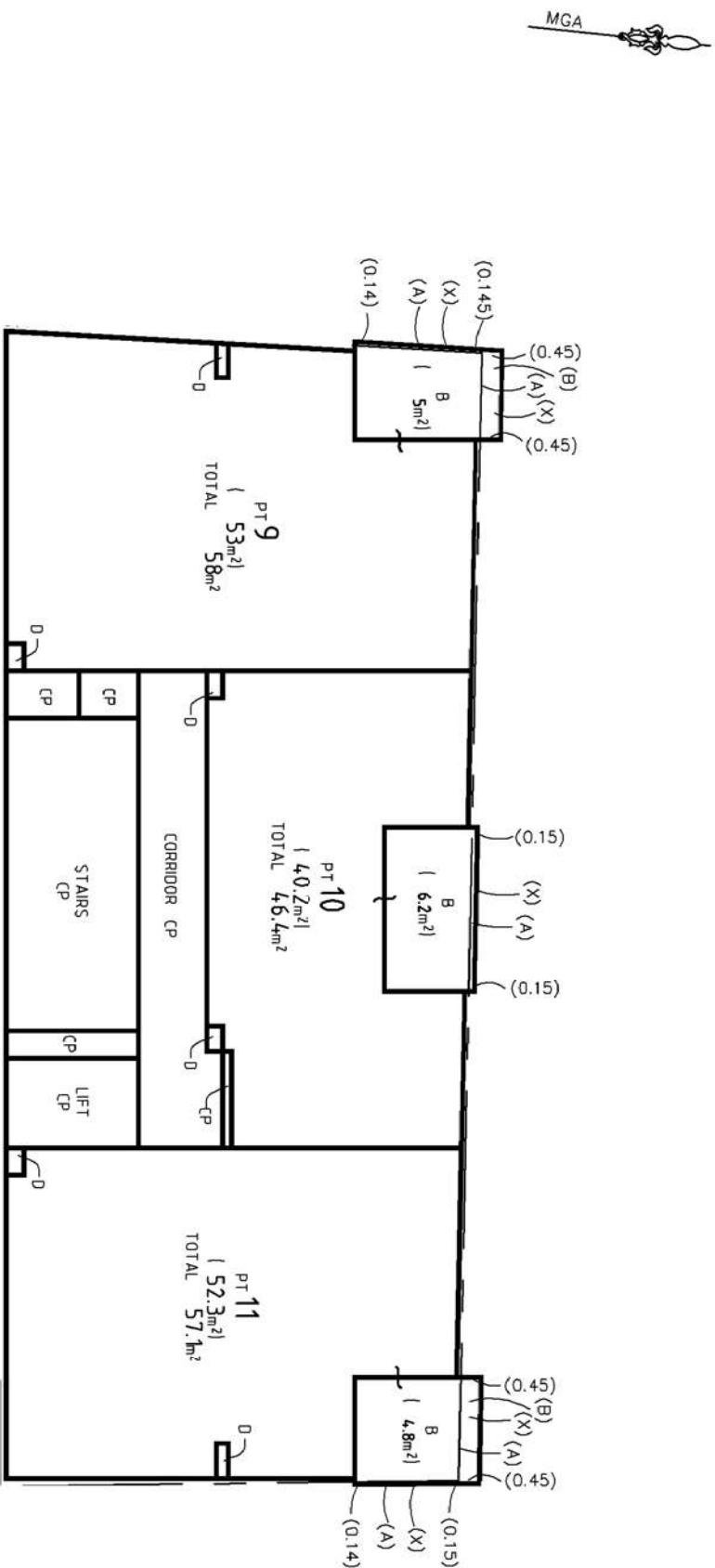
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Surveyor: **MONY C SENG**
Surveyor's Reference: **ECP065.SP.01**
Subdivision No: **SC1999**
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Registered
27.8.2013

SP88688

LEVEL 4 FLOOR PLAN



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1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.

3. BALCONY ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB EXCEPT WHERE COVERED.

4. THE PART OF THE BALCONY DESIGNATED (X) WHICH ENCLOSED OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

Surveyor: **MONY C SENG**

Surveyor's Reference: **ECP065.SP.01**

Subdivision No: **SC1999**

Lengths are in metres. Reduction Ratio 1: 100

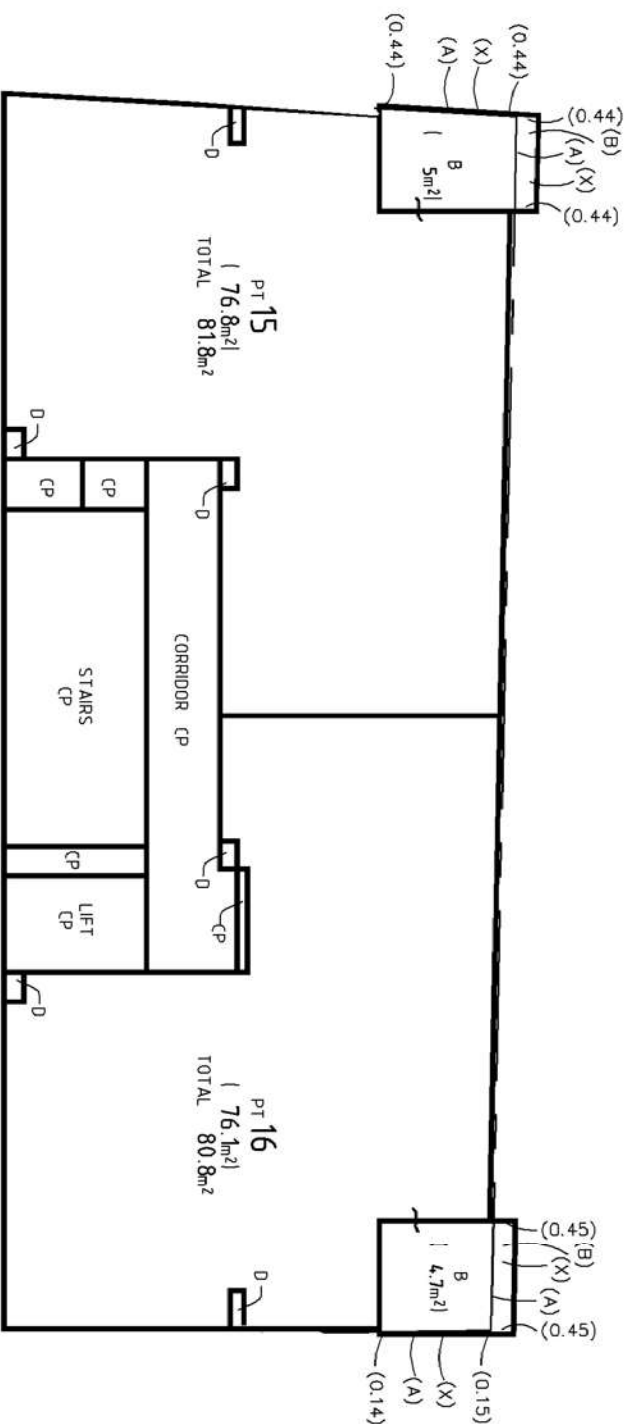
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LEVEL 6 FLOOR PLAN



LEGEND:

- A DENOTES PARCEL AND LOT BOUNDARY
- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.
3. BALCONY ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.
4. THE PART OF THE BALCONY DESIGNATED (X) WHICH ENCROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

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Table of mm													

Surveyor: MONY C SENG

Surveyor's Reference: ECP065.SP.01

Subdivision No: SC1999

Lengths are in metres, Reduction Ratio 1: 100

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



- NOTES:

2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.

3. BALCONY ARE LIMITED IN HEIGHT TO 2.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.

6. THE PART OF THE BALCONY DESIGNATED (X) WHICH ENDOACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE

PT 21	
(76.5m ²)	
TOTAL	81.5m ²

PT 22
{ 75.7m²
TOTAL 80.5m²

Surveyor's Reference: ECP065.SP.01
Subdivision No: SC1999

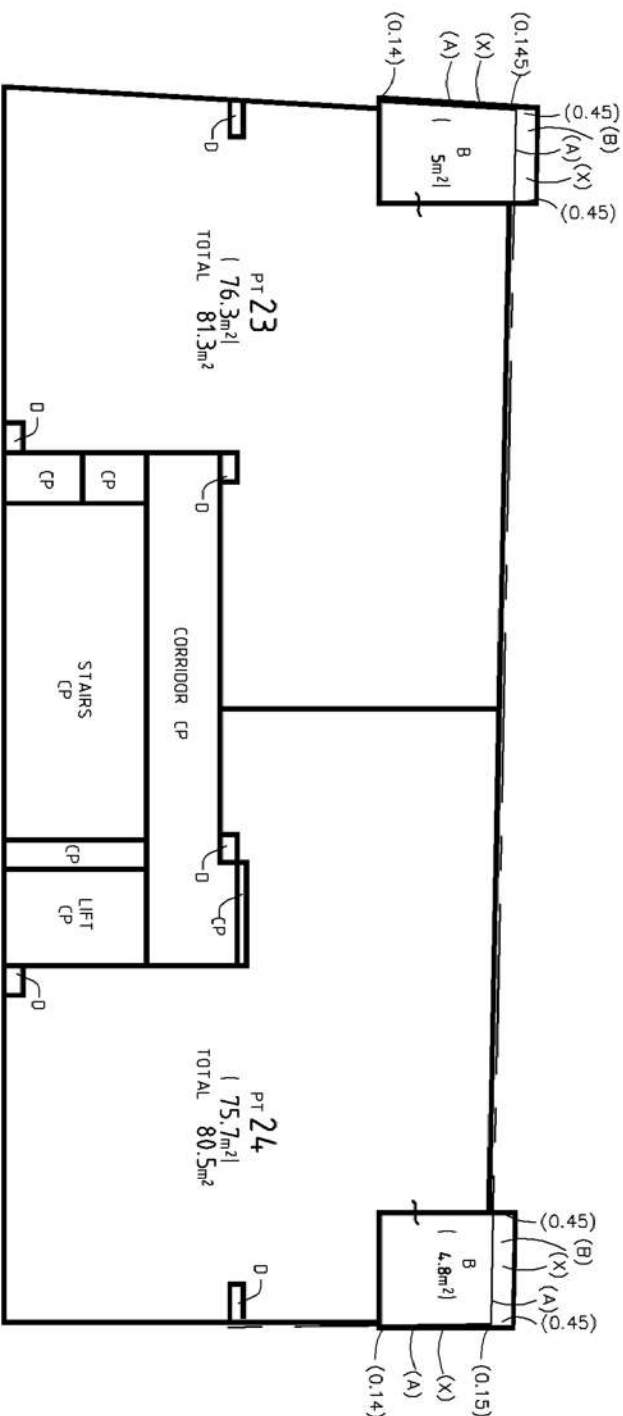
Registered

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10	20	30	40	50	Table of mm	90	100	110	120	130	140
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LEVEL 10 FLOOR PLAN



LEGEND:

- A DENOTES PARCEL AND LOT BOUNDARY
- B DENOTES BALCONY
- D DENOTES DUCTING (CP)
- CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.
2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.
3. BALCONY ARE LIMITED IN HEIGHT TO 2.95m ABOVE THE CONCRETE FLOOR SLAB EXCEPT WHERE COVERED.
4. THE PART OF THE BALCONY DESIGNATED (X) WHICH ENCROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
Table of mm													

Surveyor: **MONY C SENG**

Surveyor's Reference: **ECP065.SP.01**

Subdivision No: **SC1999**

Lengths are in metres. Reduction Ratio 1: 100

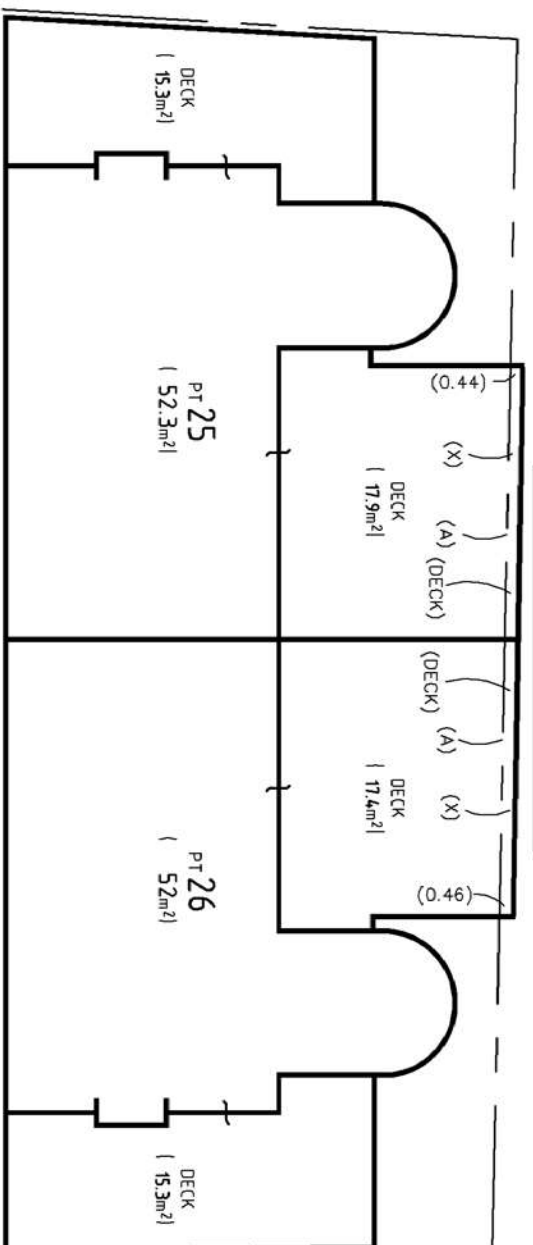
Registered



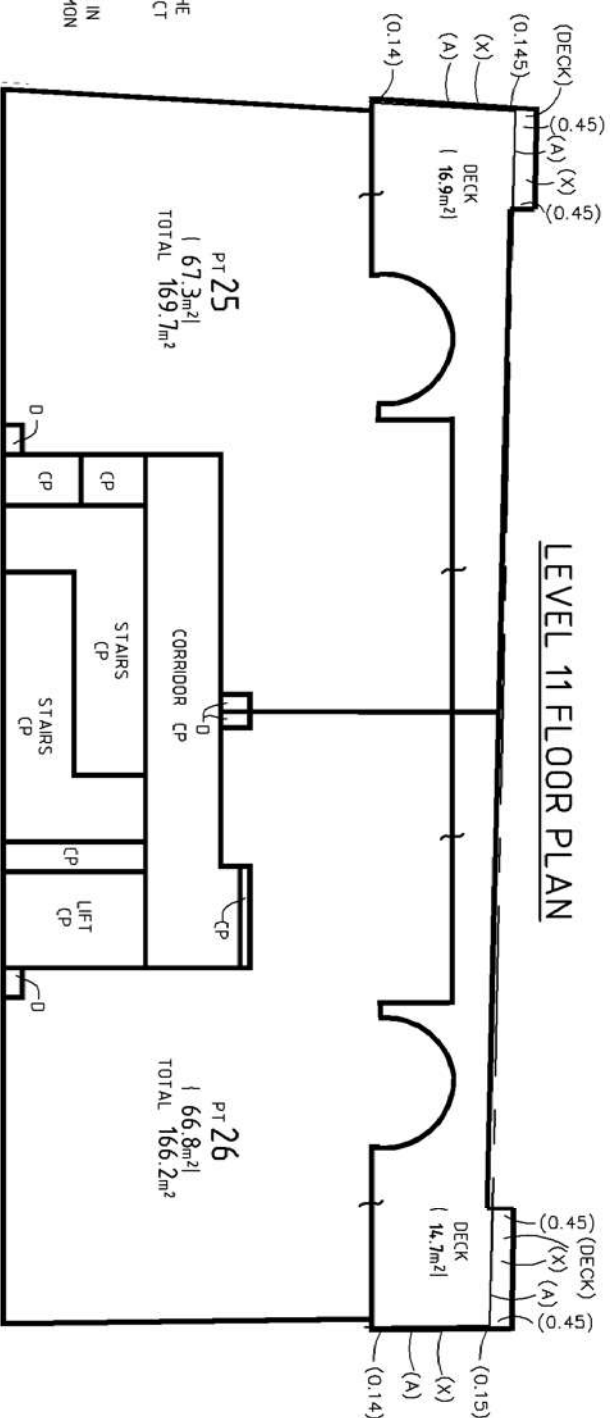
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LEVEL 12 FLOOR PLAN



LEVEL 11 FLOOR PLAN



LEGEND:

- A DENOTES PARCEL AND LOT BOUNDARY
D DENOTES DUCTING (CP)
CP DENOTES COMMON PROPERTY

NOTES:

1. AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE.

2. STRUCTURAL COLUMNS HAVE BEEN INCLUDED IN AREAS & ALL STRUCTURAL COLUMNS ARE COMMON PROPERTY.

3. L11-L12 DECK ARE LIMITED IN HEIGHT TO 3.6m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.

4. L12-ROOF DECK ARE LIMITED IN HEIGHT TO 3.85m ABOVE THE CONCRETE FLOOR SLAB, EXCEPT WHERE COVERED.

5. THE PART OF THE DECK DESIGNATED (X) WHICH ENCLOSED OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE.

Surveyor: MONY C SENG

Surveyor's Reference: ECP065.SP.01

Subdivision No: SC1999

Registered



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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



27.8.2013

Purpose: STRATA SUBDIVISION

SP88688

PLAN OF SUBDIVISION OF LOT100

DP1183381

LGA: SYDNEY CITY

Locality: SYDNEY

Parish: ST. ANDREWS

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) ~~The Council of~~
*The Accredited Certifier GORDON WREN
Accreditation No. SPB 0447

has made the required inspections and is satisfied that the requirements of;

* (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,

~~* (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 34 of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

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

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

* (4) The building encroaches on a public place and;

~~* (a) The Council does not object to the encroachment of the building beyond the alignment of~~

* (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

~~* (6) This approval is given on the condition that lot(s) are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 2ND AUGUST 2013

Subdivision No. SC1999

Relevant Development Consent No. CDC563

issued by GORDON WREN

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

[^] Insert lot numbers of proposed utility lots.

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

The Owners – Strata Plan No 88688

267 SUSSEX STREET,
SYDNEY NSW 2000

The adopted by-laws for the scheme are:

~~* Model By-laws.~~

~~* Together with, Keeping of animals. Option *A/*B/*C.~~

* By-laws in 16 sheets filed with plan.

* strike out whichever is inapplicable

[^] Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, MONY C SENG

of EAST COAST POSITIONING PTY LTD

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

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~* Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met.~~

* (2) * (a) The building encroaches on a public place;

~~* (b) The building encroaches on land (other than a public place) and an appropriate easement has been created by [^] to permit the encroachment to remain.~~

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

Signature: [Signature]

Date: 26/7/2013

* Strike through if inapplicable.

[^] Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Use STRATA PLAN FORM 3A for certificates, signatures and seals

SURVEYOR'S REFERENCE: ECP065.SP.01

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

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STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



27.8.2013

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PLAN OF SUBDIVISION OF LOT100
 DP1183381

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 1999

Date of endorsement: 2ND AUGUST 2013

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT No.	U.E.	LOT No.	U.E.
1	442	14	294
2	319	15	420
3	319	16	420
4	363	17	393
5	363	18	393
6	294	19	434
7	242	20	400
8	294	21	405
9	294	22	393
10	242	23	393
11	294	24	410
12	294	25	785
13	277	26	823
		AGGREGATE	10000

If space is insufficient use additional annexure sheet.

Surveyor's Reference: ECP065.SP.01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

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STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT100

DP1183381

Office Use Only

SP88688

Registered:



27.8.2013

Office Use Only

Strata Certificate Details: Subdivision No: SC 1999

Date: 2ND AUGUST 2013

LAMAND PTY LTD

ACN 142533739

EDWARD DOUEIMI

SOLE DIRECTOR/SECRETARY

**SIGNED on behalf of
WESTPAC BANKING CORPORATION**
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:

Attorney Signature

Name and Tier of Attorney (print)

KAPINDA PANDYA
TIER 3

Witness Signature

Name and Address of Witness (print)

ADAM VAN DER VEEN
LVL 5 / 2-14 MORTDA ST
BANKSTOWN NSW 2200

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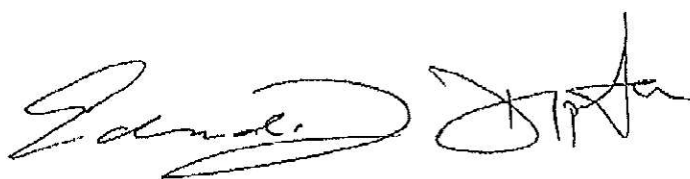
Approved Form 27

By-Laws

Instrument setting out terms of By-laws to be created on registration of the strata plan.

Contents

	Clause No
1. Dictionary	cl 1
2. Interpretation	cl 2 to 3
3. Purpose	cl 4
4. Compliance with these By-laws	cl 5
5. Amendments to these By-laws	cl 6
6. Prohibitions and obligations	cl 7 to 8
7. Keeping of Animals	cl 9 to 13
8. Signs	cl 14 to 17
9. Safety	cl 18
10. Moving Furniture	cl 19 to 21
11. Parking	cl 22
12. Exclusive use of mechanical carpark stacker systems	cl 23 to 28
13. Use of Car Stacker	cl 29 to 33
14. Transfer and grant of Exclusive Use Rights	cl 34 to 41
15. Obligations of Owners Corporation and costs of Maintenance	cl 42 to 47
16. Special use right granted for lot 1 to use designated common property on the ground floor level	cl 48 to 53
17. Restriction on use of common property area between the Special Privilege Right Area and Lot 1	cl 54 to 55
18. Garbage	cl 56
19. Removal of rubbish from Garbage Compacting Room	cl 57 to 60
20. Recyclables	cl 61 to 62
21. Fitout Use and Operation of business activities for Lot 1	cl 63 to 68



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Dictionary

1. In these by-laws

Act is the Strata Schemes Management Act 1996 as amended

Approved Hours are specified in Clause 58.

Allocated Space means a carspace within the Car Stacker which the Owner has all necessary consents and authorisation to use.

Authorised Vehicle means a car that is owned and operated by either the Owner or an Occupier and includes any roof racks, aerial, tow bars or bull bars.

Building means the building at 267 Sussex Street, Sydney

By-law means these bylaws.

Car Stacker means the mechanical carparking system that operates, or will operate marked in the strata plan or draft strata plan as a car stacker.

Developer means Lamand Pty Ltd.

Exclusive Use Right means the owner who from time to time have been granted a right to use the Allocated Space.

Garbage Compacting Room means the common property garbage area on ground floor level located directly below the garbage chute

Garbage rooms mean all common areas rooms dedicated for storage and collection of garbage and including the Garbage Compacting Room.

Car Space Owner means a owner who has an Allocated Space within the Car Stacker.

Occupier is the occupier, lessee or licensee of a Lot that is owned by an Owner

Owner is:

- (a) The owner for the time being of a Lot
- (b) For an exclusive use By-law, the owner(s) of the Lot(s) benefiting from the by-law.

Owners Corporation means the owners corporation created on registration of the strata plan.

Permitted Purpose means the use of the Car Stacker to park an Authorised Vehicle which is of appropriate dimensions to enable the Authorised Vehicle to be driven into the car stacker without causing any damage to the Car Stacker.

Builder means Ceerose Pty Ltd

Special Privilege Right means the right conferred in clause 48.

Interpretation

2. In these Bi- laws, a reference to:

- (a) A thing includes the whole or each part of it
- (b) A person include an individual, body corporate, company or incorporated association as the case may be.
- (c) The singular includes the plural and vice versa.

3. Where in these Bylaws, a reference is made to an obligation, prohibition or duty of an Occupier, then the Owner of the Unit to which that occupation relates is liable for any breach of the Occupier as if the breach where by the Owner itself.

Purpose

4. The Purpose of these Bi-laws are to:
- (a) Set rules for owning or occupying a Unit
 - (b) set up rules for Exclusive Use Rights granted in respect to the use, operation and maintenance of the Car Stacker
 - (c) Set up rules for the use of a special privilege right to lot 1 to use part of the ground floor common property to carry on its retail or commercial enterprise.
 - (d) Designate rules of the disposure of rubbish

Compliance with these By-laws

5. Each Owner must ensure that
- (a) they comply with these bilaws
 - (b) persons invited to the building by the Owner comply with these Bilaws
 - (c) any Occupier of the unit owned by the Owner complies with these Bilaws
 - (d) any Occupier is given a copy of these Bi-laws by the Owner of the Unit to which the occupation relates.
 - (e) Visitors comply with these by-laws
 - (f) They require any visitor that is not complying with these bilaws to leave the Building.
 - (g) Take reasonable care about who they invite into the Building

Amendments to these By-laws

6. Unless otherwise provided for in these By-laws, the Owners Corporation may not amend, add or change any Exclusive Use Right or Special Privilege Right created by these By-laws unless it complies with any relevant provisions of the Strata Schemes Management Act and

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has the express written consent of the party which has been granted the Exclusive Use Right or Special Privilege Right.

Prohibitions and Obligations

7. Each Owner and Occupier must not:
 - (a) obstruct or unreasonably interfere with any exclusive use right or Special Privilege Right created by these Bi-laws
 - (b) use language or behave in a way that might offend or embarrass another Owner of Occupier
 - (c) obstruct the use of Common Property
 - (d) Do anything that is illegal
 - (e) Store any items in the Car Stacker or any Carspace
 - (f) Install or operate an intruder alarm which has an audible signal.
8. Each Owner and Occupier must:
 - (a) Be appropriately and adequately clothed when on common property
 - (b) Abide by these By-laws.
 - (c) Keep their Lot clean and tidy and free from pests or vermin.

Keeping of Animals

9. An Owner or Occupation may keep in the Unit:
 - (a) A goldfish or other fish in an indoor aquarium
 - (b) A cat
 - (c) A guide dog that is needed because the Owner or Occupier is visually or hearing impaired.
10. Other animals may not be kept in the Building unless the Owners Corporation has consented in writing.
11. An Owners Corporation will not give consent to keep:
 - (a) A dog
 - (b) Any animal which is noisy or causes or may cause disturbances at night or early in the morning.
 - (c) Any animal which is required to be registered but is not registered.
12. An animal that is permitted to stay in the Building is only permitted to stay in the building as long as it:
 - (a) Does not become offensive, aggressive, noisy or a nuisance

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- (b) Remains within the Lot at all times (except where it is necessary to take the animal through a common property area to exit the Building)
 - (c) Clean and tidy and free from ticks, lice and fleas.
 - (d) Is appropriately controlled and restrained at all times when on common property.
13. An Owner must clean up after their animal at all times, whether within the lot or on common property.

Signs

14. Unless expressly authorised by the Owners Corporation in writing, an owner must not erect a sign on or outside their Lot or on common property.
15. The Developer does not require consent to display any advertising material relating to the sale of any Unit by the Developer.
16. Lot 1 is entitled to display one sign at the front entrance lobby area of the building which shows the trading name of the commercial or retail enterprise being undertaken at lot 1.
17. The sign referred to in clause 16 must:
- (a) Be approved by the Owners Corporation or developer, the terms and conditions of such approval remaining in their absolute discretion
 - (b) be of a size, colour, layout, design and style that is consistent with the character of the building and in any event, not larger than 1 m in length and not larger than 30 cm in height.
 - (c) Be positioned in an appropriate position by reference to the location of Lot 1, which does not detract from the overall character and style of the building.
 - (d) not display offensive or inappropriate symbols, letters or characters.
 - (e) be in English. However, the sign may have a smaller translation of the English characters.
 - (f) be maintained at the cost of the Owner of Lot 1.

Safety

18. You must not :
- (a) Keep flammable material on Common Property
 - (b) Interfere with safety equipment
 - (c) Obstruct fire stairs

Moving Furniture

19. You must obtain approval from the Owners Corporation prior to moving any furniture through the building.
20. You must ensure that when moving furniture in common property that all reasonable precautions are taken to avoid any damage to the floors, walls or lift walls.

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21. Any furniture taken into the lift must not come into contact with any of the walls or any hand rails at any time and protective coverings must be installed to the lift walls prior to moving such furniture.

Parking

22. You must not park on Common Property unless you have consent from the Owners Corporation.

Exclusive use of mechanical carpark Stacker systems.

23. This By-law creates an Exclusive Use Right.
24. The Owners Corporation may amend or cancel an Exclusive Use Right by special resolution and only with the written consent of each Owner who has an existing exclusive use right or special privileges under this by-law.
25. The Lot Owner of each lot referred to in **schedule A** attached to this bylaw are hereby granted an Exclusive Use Right to use the Car Stacker for the purpose of storing and retrieving a Permitted Vehicle in the space or spaces allocated to their lot as specified in **schedule A** in the Car Stacker so specified in **schedule A**.
26. Each person with an Exclusive Use Right has the right to exclusively use the Car Stacker together with any other persons who have been granted an Exclusive Use Right. This use commences upon registration of the Strata Plan.
27. A Lot Owner that has an Exclusive Use Right to use the car stacker may allow an Occupier of that Lot to enjoy the Exclusive Use Rights of the Owner instead of the owner, provided that:
 - (a) at any one time, only the Occupier of the Lot or the Owner is utilizing that right; and.
 - (b) the Owner and Occupier observe their obligations under this By-law; and
 - (c) the Owner and Occupier only use that right for a Permitted Purpose.
28. Each Exclusive Use Right granted permits that person the right to use only one space at a time within the car Stacker unless **schedule A** provides otherwise.

Use of Car Stacker

29. The Car Stacker is intended to operate as follows:
 - (a) A user drives their car front end first onto the mechanical car stacker.
 - (b) The user steps out of the vehicle and exits the module then by use of a special security key or key pad instructs the Car Stacker to park their car.
 - (c) A user needs to operate the special security key pay to retrieve their car which should be returned to the entry module of the Car stacker.
30. A person who has an Exclusive Use Right may only use the Car stacker:

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- (a) To store or retrieve a Permitted Vehicle; and
- (b) If the Owner has paid all monies payable to by the Owner to the Owners Corporation

- 31. An owner or occupier who has the benefit of an exclusive use right may not allow anyone else to use the car stacker except for a person who is also occupying the Owners Unit and must ensure they comply with these By-laws and any covenants or restrictions on title relating to parking or use of the exclusive use right.
- 32. For the purposes of this By-law it is the Owner of the Lot that is taken to have the Exclusive Use Right even if it is the Occupier of that Lot that is using the Exclusive Use Right.
- 33. Each owner who has an exclusive use right to use the Car Stacker shall ensure that the car stacker is not used by any customer, supplier, employee or for any commercial purpose whatsoever.

Transfer and Grant of Exclusive Use Rights

- 34. The Owners Corporation may only transfer or assignment of an Exclusive Use right to another person only in the following circumstances:
 - (a) With the Owners consent and where all relevant covenants and restrictions on title have been observed; and
 - (b) Where the Owner transfers ownership of the entire Lot to a subsequent person; or .
 - (c) Where an Owner of a Lot with an Exclusive Use Right has agreed with another Owner of a Lot within the Building to transfer or assign that Exclusive Use Right to that other Owner.
- 35. An owner may not grant a right, licence, lease, sublease, let or otherwise dispose of or allow the use or enjoyment of an Exclusive Use Right otherwise than in accordance with this By-law.
- 36. Where an owner transfers or assigns its interest in the Lot to a subsequent person, the lot owner must also assign any Exclusive Use Right held in relation to that lot to the transferee or assignee.
- 37. Where a Lot has been sold or transferred to another person but an effective assignment or transfer of the exclusive use right applicable to that Lot has not been effected, then there shall be a deemed assignment of that exclusive use right to the new owner of the Lot.
- 38. A Owner who has an Exclusive Use Right must notify the Owners Corporation of any transfer of a Lot and shall notify the Owners Corporation of the name and address of the new owner, where after the Owners Corporation shall maintain records of these changes to Exclusive Use Rights.
- 39. The Owners Corporation may not grant any new Exclusive Use Rights to use the car stacker that exceed the number of spaces that are available in the car stacker taking into account Exclusive Use Rights that exist at the time.

40. Unless otherwise provided for in this By-law, an Owners Corporation may not limit, restrict, cancel, affect or otherwise act in a manner that devalues or affects an owners existing Exclusive Use Right.
41. An owner may not transfer or assign an Exclusive Use right otherwise than in accordance with this By-law.

Obligations of the Owners Corporation and costs of Maintenance

42. The Owners Corporation must:
 - (a) Properly maintain and keep in a good and serviceable repair the Car Stacker and any services or equipment that are required for the operation of the Car Stacker.
 - (b) If and when reasonably required, renew or replace the car stacker or any part thereof which needs to be repaired or replaced.
 - (c) Supply the car stacker with necessary power.
 - (d) Pay for costs associated with the car stacker including fees and charges associated with the existence of the parking spaces.
 - (e) Each year prepare an outline of actual costs for the previous year and an estimate of costs for the proceeding year.
 - (f) All reasonable things to ensure the efficient operation of the car stacker.
 - (g) Maintain any insurances required for the car stacker, including public liability insurance.
43. All costs associated with the owners corporation's obligations under clause 42 are to be met by those Lot Owners who have Exclusive Use Rights, with such costs being met proportionally, unless a Lot Owner who has an exclusive use right has caused damage to the Car Stacker because of a misuse of the car stacker, for which the Owners Corporation may levy that particular lot Owner for the damage caused or adjust the levies so raised to take into account that Lot Owners responsibility for damage or misuse.
44. Levies raised by the Owners Corporation against Lot Owners who have the benefit of an Exclusive Use Right in relation to the Car Stacker should be adjusted and levied against those Lot Owners to take into account:
 - (a) The anticipated costs of complying with the obligations at clause 42;
 - (b) The actual costs of complying with the obligations at clause 42;
 - (c) Credits or charges for any adjustment required.
45. Owners in the Building who do not have any Exclusive Use Rights in relation to the Car Stacker, do not have to contribute to the costs of maintenance and upkeep of the Car Stacker. The costs are to be met solely by those Owners who have the benefit of an Exclusive Use Right.
46. If an Owner fails to pay levies raised under clause 44 on time or within a reasonable time, then the Owners Corporation may not take any action of whatsoever nature in respect to

the exclusive use right other than to temporarily prohibit the use of the exclusive use right by the Owner or occupier until such time as the Owner has paid those levies.

47. The Owners Corporation may recover as a debt due any levies payable under clause 44.

Special use right granted for Lot 1 to use designated common property on the ground floor level.

48. The proprietor of lot 1 is hereby granted a special privilege right to use the common property area as shown the attached plan and denoted by a shaded area and marked "Special privilege right for the benefit of Lot 1 as per Bylaw" and to allow its customers, employees and trade to freely pass through and occupy the common property area Access Corridor ("The Special Privilege Right Area").

49. The Proprietor or Occupier of Lot 1 may use the Special Privilege Right Area for the purpose of carrying on the business enterprise undertaken from time to time by the Proprietor or Occupier of Lot 1 subject to the following terms and conditions.

- a. Such use complies with any conditions of consent imposed by the Sydney City Council or any other relevant authority or law applicable to its use.
- b. The fitout and activities conducted in the Special Privilege Right Area do not interfere with the maintenance of the access corridor located on the ground floor level:
- c. The Proprietor of Lot 1 shall fully maintain and upkeep the Special Privilege Right Area at its own cost.
- d. The Proprietor of lot 1 shall arrange for the cleaning and maintenance of the Special Privilege Right Area and the common property area between the Special Privilege Right Area and Lot 1.
- e. The Proprietor of lot 1 shall maintain and upkeep the toilet facilities located on the Ground floor level of the Building which forms part of the Special Privilege Right Area.
- f. The Proprietor shall not prevent access to the Special Privilege Right Area to the Owners Corporation or any maintenance personnel.
- g. Any other conditions imposed on the Proprietor of Lot 1 as set out in this By-law.

50. For the avoidance of doubt, the Special Privilege Right is not an exclusive use right. Its purpose is to allow the Proprietor of Lot 1 to use these common areas for the purpose of carrying on the enterprise or business conducted by the owner or Occupier of Lot 1.

51. The Owners Corporation shall try to minimise disruption to the reasonable use and enjoyment of the Special Privilege Right by the Proprietor or Occupier of Lot 1.

52. The Owner and Occupier of Lot 1 shall at all times strictly maintain the common property access corridor which is shown on the plan attached to these By-laws and marked "Access Corridor", being that area between Lot 1 and the Special Privilege Right Area and extending from the Lobby area to the Ground floor stairs on ground floor. The Access Corridor may be used by the Proprietor of Lot and to conduct its business activities, but that Access Corridor shall:

- (a) be kept clear and unimpeded.

- (b) Have no tables, chairs, rubbish, furnishings, fitout, supplies, equipment or other items left, positioned or stored in the Access Corridor.
- (c) Remain accessible at all times and shall not be locked or impeded at any time.

53. The Owner of Lot 1 shall maintain public liability insurance for and in respect to its use of the Special Privilege Right Area noting the Owner's Corporation as an interested party for no less than 10 million dollars.

Restrictions on use of common property area between the Special Privilege Right Area and lot 1.

54. All Owners or Occupiers shall ensure that they and any of their visitors or invitees pass through the common property area noted on the attached plan as an Access Corridor in an orderly and quiet manner and ensure they:
- (a) Do not cause unreasonable noise or disruption.
 - (b) Do not leave anything unattended in the Access Corridor
 - (c) Are fully clothed in the Access Corridor
 - (d) Do not allow pets to travel through the Access Corridor.
 - (e) Do not smoke, drink or carry alcohol in the Access Corridor
 - (f) Do not do anything which may be illegal within the Access Corridor.
 - (g) Do not carry or wheel rubbish or rubbish bins through the Access Corridor during the reasonable operating hours of commercial business operations undertaken in Lot 1.

55. The Owners Corporation shall ensure that any rubbish removal through the Access Corridor shall be conducted during the Approved Hours in accordance with clause 58.

Garbage

56. Owners and Occupiers must:
- (a) Ensure that their Lots and Common Property Areas are kept neat and tidy
 - (b) Separate recyclable materials from other materials that are determined by the owner to be rubbish
 - (c) Dispose of rubbish in accordance with any direction given by the Owners Corporation from time to time
 - (d) Must drain any containers or bottles of liquid prior to disposing of them
 - (e) Not dispose of rubbish down any sewer or pipe
 - (f) Not store any rubbish on common property that is not approved by the owners corporation
 - (g) Contact the Owners Corporation for the removal of any large articles of rubbish or other item of property or furniture that the Owner or Occupier wishes to dispose off (at the cost of the Owner or Occupier).

- (h) Not dispose of large or heavy items in the garbage chute.
- (i) Not dispose of waste in the garbage chute that cannot be compacted or may cause any damage to the garbage chute or compactor
- (j) Not dispute of any liquids in the garbage chute
- (k) Not leave any rubbish outside the building for any reason.

Removal of rubbish from Garbage Compacting Room.

- 57. The Owners Corporation is to arrange for the regular removal of rubbish from the garbage compacting room and any other garbage holding or storage area.
- 58. Such rubbish removal is to occur only during Approved Hours by service providers or persons approved by the Owners Corporation to transit and carry rubbish bins unless it otherwise has to be removed outside the approved hours out of necessity.
- 59. The Approved Hours are between the period of 3am and 9am Monday to Friday and 3am to 10am on Saturdays and Sundays. These times may be amended by the Owners Corporation from time to time but any variation shall minimise unreasonable interfere with the owner of Lot 1's use and enjoyment of that lot and its Special Privilege Right granted by this By-law.
- 60. Owners and occupiers are not permitted to enter the garbage compacting room at any time unless approved by the Owners Corporation.

Recyclables

- 61. Each Owner and Occupier must separate their general rubbish from rubbish that is recyclable.
- 62. Each owner must place general rubbish in the garbage chute on each level and place all rubbish that is recyclable in the rubbish recycling room that is located on the ground floor level of the Building adjacent to the Foyer.

Fitout, Use and Operation of business activities for Lot 1

- 63. The Owner of Lot 1 shall ensure that:
 - (a) Before submitting any development application, it obtains the consent of the Owners Corporation for the proposed use and fitout of the lot, or where any development application or work is to be undertaken before registration of the strata plan and these by-laws, it obtains consent from the Builder.
 - (b) It obtains approval from the Sydney City Council for use of the premises and fitout.
 - (c) It conducts its business activities in accordance with any approved Development Consent
 - (d) It does not conduct a business activity of a nature that involves the emission of loud or continuous or obnoxious noises or smells, the use of machinery or manufacturing activities.
 - (e) It conducts its business with minimum disruption to other Owners or Occupiers in the Building

- (f) It does not play music after 9pm on any day of the week.
 - (g) It does not conduct any business activities outside the following hours:
 - a. Monday to Thursday - 7am to 11pm; and
 - b. Friday to Saturday – 7am to 12 midnight; and
 - c. Sunday and public holidays – 10am to 10pm; and.
 - d. The trading hours approved by Sydney City Council
 - (h) It seeks the consent of the owners corporation before making any changes to the fitout of the Lot.
 - (i) It recycles its rubbish and waste.
 - (j) It keeps the ground floor toilets clean and tidy at all times.
 - (k) It maintains the ground floor toilets at all times.
 - (l) It does not, without the consent of the owners corporation cover or obscure any dividing wall between the common property lobby and lot 1.
 - (m) It at all times keeps Lot 1 neat, clean and tidy and free from pests.
 - (n) It reimburses the Owners Corporation for any expenses it incurs are a result of removing rubbish or the provision or use of services associated or resulting from the conduct of the business activities of lot 1.
64. Without limiting the matters which the Owners Corporation may have regard to, the Owners Corporation shall not consent to any proposed development Application or a proposed use of Lot 1 if it considers that application or use will or may:
- a. Be inconsistent with the character and style of the Building or result in a diminution of the value of any unit within the Property
 - b. Result in the Lot being used for an inappropriate or undesirable business activity or may adversely affect the reputation or good name of the building. Without limiting this clause, such business activities that shall not be approved include massage parlours, business activities of a sexual or provocative nature, brothels, gambling, venues intended primarily for the service of alcohol, clubs, dance or party venues or pubs.
 - c. Result in a conflict in or restriction of the rights of occupants and owners, including their children to traverse through and use common area properties.
 - d. Result in unreasonable disturbances, offensive language or loud noises, including music after 9pm.
65. Any proposed Development Application is to address any relevant factors referred to in clause 64.
66. Lot 1 is to meet the costs of any maintenance, upkeep and cleaning costs arising from the use of Lot 1.
67. In so far as the Owners Corporation incurs any expense relating to the provision of use of services, cleaning, the removal of any waste or garbage, or any other expense whatsoever

arising or relating to the operation of the business activities of Lot 1, the Proprietor of lot 1 is to pay and reimburse the Owners Corporation for those costs, expenses or disbursements incurred by the Owners Corporation. Without limiting this obligation, such costs will include:

- (a) removing or storing rubbish or waste arising from the operation of any business activity undertaken by lot 1, if not properly done by Lot 1.
- (b) Servicing, maintaining and cleaning any grease trap or other equipment that forms part of common property and is utilized by the business activities undertaken in lot 1, if not properly done by lot 1.
- (c) Cleaning and maintain the toilets on level 1, if not properly done by Lot 1.

68. The Owners Corporation shall issue a levy each quarter against the owner of Lot 1 for any expenses incurred or any expenses that are anticipated to be incurred in respect to clause 67.

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ePlan

SCHEDULE A

LOTS WHO HAVE EXCLUSIVE USE OF THE CAR PARK STACKER

Main car stacker

ALLOCATION
Apartment 502 Lot 13 - 1 car space only
Apartment 601 Lot 15 - 1 car space only
Apartment 602 Lot 16 - 1 car space only
Apartment 701 Lot 17 - 1 car space only
Apartment 702 Lot 18 - 1 car space only
Apartment 801 Lot 19 - 1 car space only
Apartment 1102 Lot 26 - 2 car spaces only

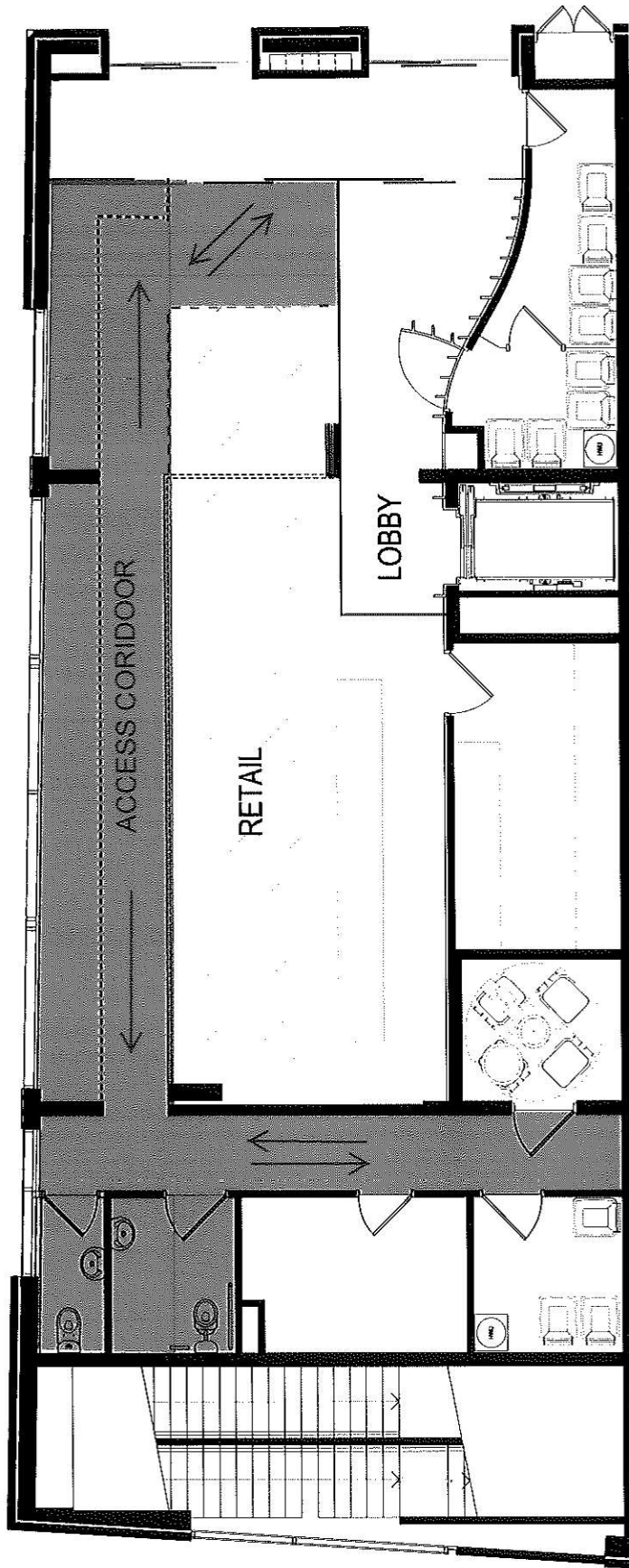
Second car stacker

ALLOCATION
Apartment 1101 Lot 25 - 2 car spaces only

SP88688

ePlan

SCHEDULE B - PLAN SHOWING AREA OF SPECIAL PRIVILEGE RIGHT GRANTED TO LOT 1

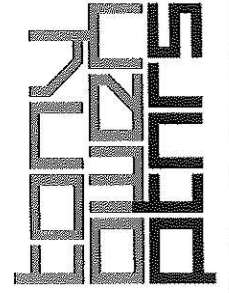
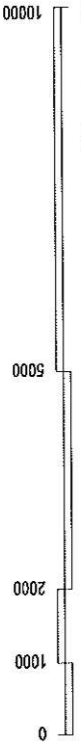


KEY



Special privilege right for the benefit of lot 1 as per Bylaw

JADE APARTMENTS
GROUND FLOOR



bed2
 10 Queen Street
 Perth WA 6000
 P 08 9438 2000
 F 08 9438 2005
 E info@jadeapartments.com.au

SP88688

ePlan

SIGNED by

As an authorised representative for

LAMAND PTY LTD who is the registered proprietor

In accordance with section 127 of the Corporations Law


ACN 142 533 739




Sole Director/Secretary

Edward Doueiri

**SIGNED on behalf of
WESTPAC BANKING CORPORATION**
by its attorney(s), under Power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


Attorney Signature
Name and Tier of Attorney (print) KAPINJAL PANDUA
TIER 3


Witness Signature
Name and Address of Witness (print)

ADAM VAN DER VEEN
LVL 5 / 2-14 North St
Brisbane NSW 2200

REGISTERED



27.8.2013

Form: 13RPA
Release: 2.4
www.lpma.nsw.gov.au

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHOR

New South Wales

Section 88E(3) Conveyancing Act 1919



AG317187L

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**

Folio Identifier 1/71350

(B) **LODGED BY**

Document Collection Box 14	Name, Address or DX, Telephone, and Customer Account Number if any LAMAND PTY LTD SHOP 56, 27-41 WYNDHAM STREET ALEXANDRIA NSW 2015	CODE RV
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land
LAMAND PTY LTD ACN 142533739

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AF824454	Westpac banking Corporation

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
Rail Corporation New South Wales

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: MARIE HENNESSYName of witness: MARIE HENNESSYAddress of witness: 477 PITT STREETSYDNEY NSW 2000Signature of authorised officer: KEVIN SYKESName of authorised officer: KEVIN SYKESPosition of authorised officer: GENERAL MANAGER PROPERTY

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: LAMAND PTY LTD ACN 142533739Authority: section 127 of the Corporations Act 2001Signature of authorised person: Edward DoueName of authorised person: Edward DoueOffice held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person: SIGNED on behalf of WESTPAC BANKING CORPORATIONOffice held: by its attorney(s), under power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney in the presence of:

(H) The mortgagee under mortgage No. AF824454

agrees to be bound by this restriction. I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: Danelle MarkwickName of witness: Tier 3 AttorneyAddress of witness: Level 5Signature of mortgagee: Kim Fechner

Attorney Signature

Name and Tier of Attorney (print)

Witness Signature

Name and Address of Witness (print)
LAND AND PROPERTY MANAGEMENT AUTHORITY
KIM FECHNER

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1008

PROD ON 7/6/11 BY 985X
FOR PC.2nd Floor
Meredith Street
Bankstown, NSW 2200