

Contract for the sale and purchase of land 2019 edition

TERM

MEANING OF TERM

NSW Duty:

vendor's agent

Morton Real Estate Agency
 Suite 5/10 Wharf Crescent, Pyrmont NSW 2009

Phone: 0439 528 933

Fax: 02 8424 9988

co-agent

Ref: Sarah Li

vendor

Ho Pui Harry Chan
 PO Box 68, Killara NSW 2071

vendor's solicitor

Dennis Wong & Co Solicitors

Phone: 02 9413 3081

Suite 21, Level 1, 3-9 Spring Street Chatswood NSW 2067 Fax: 02 9413 2086

E: denniswonglawyers@gmail.com

dominictam@telstra.com

date for completion

28th

day after the contract date (clause 15)

land (address,

1207/588 Oxford Street, Bondi Junction NSW 2022

plan details and

Lot 97 Strata Plan 94454

title reference)

Folio Identifier 97/SP94454

☒ VACANT POSSESSION ☐ subject to existing tenancies

improvements

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space

☐ none ☐ other:

attached copies

documents in the List of Documents as marked or numbered:

other documents:

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

inclusions

☐ blinds

☐ dishwasher

☐ light fittings

☐ stove

☐ built-in wardrobes

☐ fixed floor coverings

☐ range hood

☐ pool equipment

☐ clothes line

☐ insect screens

☐ solar panels

☐ TV antenna

☐ curtains

☐ other: swimming pool

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☒ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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

Land tax is adjustable

☒ NO

☐ yes

GST: Taxable supply

☒ NO

☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO

☐ yes

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

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

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

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

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

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

Purchaser must make a *GSTRW payment*
(GST residential withholding payment)

☒ NO

☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch 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

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

Result Property Group – PO Box 1 Kingsgrove NSW 1480
 Phone: 02 8669 8800 Email: admin@resultpg.com

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</i> by a party;
<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 party;
<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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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.
- 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

- 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.

- 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

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.

1207 / 588 Oxford Street BONDJUNCTION NSW 2022

ADDITIONAL CLAUSES - 2019 EDITION

Prepared by Dennis Wong & Co Solicitors

33. INVESTMENT OF DEPOSIT

33.1. Clause 2.9 is deleted.

33.2. Unless otherwise stated in this Contract, the deposit is to be invested by the vendor's agent but not the vendor's solicitor. The vendor's agent is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, building society or credit union, 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.

34. TENANCIES

This Special Clause applies only if the property is sold subject to existing tenancies.

34.1. Clause 17.3 is deleted.

34.2. Clause 24.3.3 is deleted.

34.3. The Purchaser is not entitled to make requisitions, objections, delay settlement, claims or to rescind or terminate this Contract:-

34.3.1. in relation to the condition and state of repair of the premises.

34.3.2. if the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 *Landlord and Tenant (Amendment) Act 1948*).

34.3.3. if, before the completion date, the tenant under the Agreement vacates the premises on the expiration of the term or abandons the premises or otherwise repudiates the Agreement or the Vendor lawfully terminates the Agreement with the purchaser's consent.

35. AGENCY

The Purchaser warrants that no Real Estate Agent other than the Agent, if any, shown as the Vendor's agent and co-agent herein, has, on behalf of the Vendor shown the property to the Purchaser or introduced the Vendor to the Purchaser or in any other manner been the real and effective cause of the Vendor entering into this contract and in the event of any claim being brought against the Vendor by any person claiming commission or damages against the Vendor as a result of any matter which would amount to a breach of the warranties herein contained, the Purchaser shall indemnify the Vendor against such claim including all legal costs both on a party and party and solicitor and client basis incurred by the Vendor in resisting such claim and the indemnities herein contained shall not merge on completion.

36.IMPROVEMENTS, FURNISHINGS AND CHATTELS

The items listed under Inclusions on front page of contract are included in the purchase price and the purchase. The Purchaser:-

36.1. acknowledges that none of the said items are new; and

36.2. acknowledges that the Vendor has not and does not make any representation or warranty as to the state of repair or condition of such items; and

36.3. shall accept the same on the date on which the Purchaser is entitled to possession of the property hereunder in the state of repair and conditions that the same are now in, reasonable wear and tear being between the date hereof and the date on which the Purchaser is entitled to possession of the property hereunder excepted. The title to such items, shall pass on completion of this contract and the Vendor shall not be required to give formal delivery in respect thereof.

37.NOTICE TO COMPLETE

For the purpose of this Contract and in particular Clause 15, a non-completing party being served with a Notice to Complete is required to complete the contract within fourteen (14) days from the date of service of the Notice. Such Notice to Complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. The party issuing the Notice to Complete may withdraw the Notice to Complete or extend the essential date for completion without prejudice to its continuing right to give a further notice. Failure of party to exercise its right under a Notice to Complete is not deemed to be a waiver of any of that party's right.

38. INTEREST

It is an essential term of this contract that in the event completion of this contract does not take place within the time period stipulated in the Completion Date on the front page of this contract, then the Purchaser shall pay to the Vendor on completion of this contract in addition to the balance of purchase money and any other money payable to the Vendor, an amount of \$395.00 being the additional legal costs in issuing a Notice to Complete AND interest on the balance of purchase money calculated at the rate of 10% per annum computed from the date specified in Completion Date on the front page of the contract and calculated up until this contract is completed (both dates inclusive) AND additional land tax paid by the Vendor by reason of a delay in completion by the Purchaser beyond the completion date, PROVIDED HOWEVER that should completion of this contract be delayed at any time by reason of the Vendor's default, then the interest shall not be charged for the period during which completion of this contract was so delayed. The parties hereby agree that both the payment of the \$395.00 aforesaid and the interest accrued and land tax in respect of the delay is an essential term of this contract and must be paid together with the balance of the purchase money on completion.

39. PURCHASER'S ACKNOWLEDGMENTS

Notwithstanding anything in this contract contained the said lot and appurtenances thereto are sold in their present state of repair and the Purchaser acknowledges that he/she buys the same relying on his/her own inspection, knowledge and inquiries and that he/she does not rely on representations, if any, made to him/her by or on behalf of the Vendor and the Purchaser further acknowledges that he/she has satisfied himself/herself as to its identification, the position of the buildings and other improvements on the land, the existence of any proposed public works affecting the property whether disclosed herein or otherwise, the existence of encroachments, if any, by those buildings and other improvements upon the adjoining land and public streets. The Purchaser accepts the grounds, amenities, facilities, drainage connections and appurtenances of the same in their existing conditions and state of repair with all existing defects and faults thereof, if any, whether latent or otherwise and the Purchaser shall not call on the Vendor to effect any work or repairs to or in relation thereto or in compliance with any authorities to make application or carry out repair or remedial work whether for the purpose of obtaining a Building Certificate from the local council under whatever statute was in force for the time being. The parties agree that there have been no representations, warranties, contracts or undertakings other than those in writing in this contract contained. Notwithstanding anything to the contrary herein contained, the parties expressly agree that any claim made by the purchaser for compensation whether under Clause 6 or otherwise shall be deemed to be an objection for the purpose of Clause 8 hereof.

40. EXISTING ENCUMBRANCES

The Purchaser hereby agrees to accept at the time of settlement a discharge or withdrawal of caveat if these are noted on the Certificate of Title and shall not be entitled to require removal of any such or other encumbrances prior to the time of settlement. The Vendor agrees to pay any lodgment fee to the Purchaser. The Purchaser hereby undertakes to complete this Contract notwithstanding the existence of any caveat lodged by or on behalf of the Purchaser or any assignee of his interest hereunder or by any person claiming through or under the Purchaser or such assignee. The Purchaser may not require the Vendor to write or request the Land Titles Office to write off any Leases recorded on any Certificate of Title for the property which leases have expired by effluxion of time or otherwise. The Purchaser is not entitled to raise any objection, requisition or claim for compensation in respect of any Leases recorded on any Certificate of Title for the property which have expired by effluxion of time or otherwise.

41. FIRB REQUIREMENTS

The Purchaser warrants the Vendor that the purchaser has (if applicable) prior to the date of this Contract obtained acquisition approval for the property in accordance with the *Foreign Acquisitions and Takeover Act 1975* (Cth) and the purchaser indemnify the vendor from and against all loss, damage, costs and expenses which may result directly or indirectly from a breach by the purchaser of the warranty hereby given. In addition, the vendor is entitled to *terminate* if the Purchaser fails to do the following on or after the *Contract date*:

- 41.1. Fail to advise the vendor if the purchaser is a foreign person.
- 41.2. If the purchaser is a corporation, fail to advise the vendor if any of the director and/or shareholder is a foreign person.
- 41.3. Fail to provide to the Vendor any additional information as may be required by the Vendor to comply with the *Foreign Acquisitions and Takeover Act 1975* (Cth).
- 41.4. Fail to obtain acquisition approval for the property in accordance with the *Foreign Acquisitions and Takeover Act 1975* (Cth)

42.RELEASE OF DEPOSIT

The purchaser agrees that the deposit can be released to the Vendor after exchange of this contract provided that it is to be applied as a deposit or payment of stamp duty or funds towards the purchase or rental of another property (including Retirement Village). The purchaser acknowledges that the selling agent is not required to obtain the written authority of the purchase to release the deposit to the vendor.

43.DEPOSIT BY INSTALMENTS

Notwithstanding the amount shown herein as deposit, if the Vendor agrees to accept a lesser sum he/she does so on the condition that the balance of the deposit is paid on or before completion. If the purchaser defaults in the performance of this obligation the balance of the deposit making up the 10% of the purchase price shall become a debt due by the purchaser to the Vendor and the Vendor may exercise his/her right pursuant to clause 9 of the contract.

44.SWIMMING POOL

If a non-compliance certificate under *Swimming Pools Regulation 2008* is attached, the Vendor shall not be required to apply for, carry out any works or do anything else necessary for the issue of the compliance certificate. This Contract is not conditional upon the issue of the compliance certificate. Notwithstanding the provisions of standard clause 11, the Vendor shall not be obligated to complete any work order arises as a result of the Purchaser's application of the Compliance Certificate. The Purchaser warrants that he/she shall do all things or works necessary to obtain the compliance certificate within 90 days from the date of completion. The Vendor shall not be obligated to reimburse the Purchaser in respect of any expense incurred or work undertaken in or towards the issue of the compliance certificate.

45.VENDOR DISCLOSURES

The Vendor discloses that:

- 45.1. The land may lie within an area over which Pacific Power holds a petroleum exploration license for oil and gas pursuant to the *Petroleum Act, 1955* or other legislation.
- 45.2. The land may lie within the study area for the Roads and Traffic Authority development proposal. The Purchaser will make no rescission, objection, requisition, claim for compensation or delay settlement should the Roads and Traffic Authority approved any development project which may directly or adversely affect the land.
- 45.3. The property may be built over Sydney Water sewer. If the Purchaser requires a letter of confirmation from the Vendor, the Purchaser must allow \$88.00 to the Vendor/Vendor's solicitor on completion. The Vendor does not warrant or make any representation as to the accuracy or completeness of the said letter and the Purchaser shall not be entitled to make nor shall he make any objection, requisition or claim for compensation in respect of any matter or thing disclosed therein or arising therefrom or because of the lack of accuracy or completeness thereof.
- 45.4. The property may be identified as occupying land in a bushfire prone area.
- 45.5. The property may be affected by contamination or other environmental hazard.
- 45.6. Asbestos may be presented in the property.
- 45.7. The property may not comply with any applicable law or requirement of any relevant authority or terms and conditions of any development approval or building approval relating to the property of any land of which it forms or once formed part.
- 45.8. The rainwater downpipe may not be connected to the sewer or water retention system.
- 45.9. Any mains, pipes, wires, equipment or connections of any authority responsible for the provision of water, sewerage drainage, electricity, gas, telephone, internet or any other service of the property may not be available at the completion of the contract.
- 45.10. Any fencing may not be correctly positioned on the boundary or that there may be encroachments by or on the property.
- 45.11. If the property is Strata/Community Titled, the Holder of Strata/Community Title Records may not comply with the provisions in the *Strata Schemes Management Act 2015*.

The Purchaser cannot make any claim or requisition or rescind or terminate because of any matter disclosed or noted in this Clause 45.

46.ELECTRONIC TRANSACTION

It is an essential term of the contract that this Conveyancing Transaction is to be conducted as electronic transaction. The Purchaser warrants that the Purchaser or its representative have registered for transacting electronically in Property Exchange Australia platform.

47.PREPARATION OF TRANSFER

The Purchaser acknowledges that the particulars of title disclosed in the particulars of this Contract are sufficient to enable the Purchaser to prepare the transfer and the written statement of the Vendor's title as referred to herein shall be deemed to have been served on the Purchaser as at the date of this Contract.

48.DEPOSIT BOND/BANK GUARANTEE

This Special Clause applies if the purchaser provides a deposit bond or guarantee for the deposit or part of the deposit. The Vendor may accept a deposit bond or guarantee issued by an institution approved by the vendor to cover the 10% deposit required to be paid under this Contract, provided that the purchaser pays to the vendor interest on the outstanding 10% deposit at the rate of 8.00% per annum. Such interest is to be calculated from the date of exchange to the date of completion upon which the 10% deposit and such interest must be paid to the vendor upon completion. The terms and conditions attached by the issuing institution to any such bond or guarantee shall be deemed to be incorporated in this contract and in the event of any conflict the terms and conditions of the institution will prevail. Upon the deposit becoming accountable or forfeited the vendor shall be entitled to demand payment from the institution in accordance with the provisions of the bond or guarantee.

If the bond or guarantee has an expiry date, the expiry date must be no earlier than 6 months from the date of completion. If completion has not taken place by that time, the purchaser must promptly serve a replacement bond or guarantee on the same terms and conditions as the original bond or guarantee except that the bond or guarantee must expire at least another 6 months after the previous expiry date. The obligations of the purchaser under this special condition are essential.

49.SURVEY REPORT AND BUILDING CERTIFICATE

49.1. If this contract contains a copy of survey report and/or building certificate on the property, the Vendor is not obliged to produce the original survey report and/or building certificate on completion. In addition, the vendor does not warrant:

49.1.1. the accuracy or completeness of the report/certificate;

49.1.2. that the report is a correct representation of the improvements now upon the property.

49.2. If this contract does not contain a survey report and/or building certificate of the property. The Vendor shall not be required to apply for, carry out any works or do anything else necessary for the issue of the report and/or certificate. This contract is not conditional upon the issue of the survey report or building certificate. Notwithstanding the provisions of standard clause 11, the Vendor shall not be obligated to complete any work order arises as a result of the Purchaser's application of the Building Certificate.

The Purchaser shall not make any objection, requisition or claim for compensation nor seek to rescind or terminate this Contract nor delay its completion by reason of anything arising out of this Clause.

50.PURCHASER ON OCCUPATION

The risk in the property passes to the Purchaser on occupation and all adjustments under Clause 14 of the Contract shall be calculated and adjusted on the date of first entry into occupation. "Occupation" in this clause means any entry of the Purchaser, his family or his agent, whether with or without permission or consent of the Vendor, into the subject property other than authorised pre-completion inspection or authorized by the Vendor.

51.AMENDMENT OF PRINTED PROVISIONS

51.1. Clause 3 is deleted.

51.2. Clause 4.1: delete the words "serve" and replace with "create electronically at the Property Exchange Australia platform" and at the end of the sentence add the words "otherwise the Purchaser shall pay \$110.00 to the Vendor at settlement. Time is of the essence and this clause is not intended to limit any other claim, damages, or compensation that may arise out of the late service of the Transfer."

51.3. Clause 5 is deleted.

51.4. Clause 6.1: Delete "or anything else and" and Clause 6.2 is deleted.

51.5. Clause 7.1.1. replace the "5% of the price" with "\$1"

51.6. Clause 7.2.4 delete the words "and the costs of the Purchaser."

51.7. Clause 8: Delete "The Vendor can rescind if" and replace with "Notwithstanding any other provision in this contract, the Vendor can rescind if" and

51.8. Clause 8.1: Delete and replace with: "The Vendor is unable or unwilling to comply with an objection, requisition or claim." And delete the word "and those grounds" in the first line of clause 8.1.2

- 51.9. Clause 9.1: at the end add: "together with interest earned."
- 51.10. Clause 10.1 replace the first line with "The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of"
- 51.11. Clauses 10.1.8 and 10.1.9: replace the word "substance" with "existence"
- 51.12. Clause 10.1.9 after the word "disclosed" add the words "noted or referred to".
- 51.13. Clause 12.2.2: after the words "contract date" on line 2, add the words "provided if a work order or notice should issue as a result of any application or enquiry made by the purchaser, then the purchaser shall be responsible for and bear the costs of complying with such order or notice and shall not be entitled to delay completion of this contract on account thereof."
- 51.14. Clause 14.4: First sentence. Delete the word "not" before the words "adjust surcharge land tax" and replace the words "but must" with the words "and also"
- 51.15. Clause 14.4.2 is deleted.
- 51.16. Clause 16.6 at the end of the paragraph, add the words "The vendor is not required to provide a cleared land tax certificate on settlement provided that a copy of the land tax assessment notice is given to the purchaser and any outstanding amount shown on the notice is to be paid to the Revenue NSW on completion."
- 51.17. Clause 16.7: replace the words "by cash (up to \$2,000) or settlement cheque" with "by direct fund transfer via Property Exchange Australia platform."
- 51.18. Clause 16.8 is deleted.
- 51.19. Clause 16.13 is deleted.
- 51.20. Clause 18.7 is deleted.
- 51.21. Clause 19. Insert the clause "19.3 Despite clause 19.2.3, the Purchaser's only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulations 2017 is the remedy prescribed by that regulation."
- 51.22. Clause 23.6.1 the words "(unless it relates to work not started by that date)" are deleted
- 51.23. Clause 23.9.1: replace the word "1%" to "10%" and clauses 23.9.2 and 23.9.3 are deleted.
- 51.24. Clause 23.13 and 23.14 are deleted.
- 51.25. Clauses 30.1.2 and 30.2.2 are deleted. Clause 30.5: replace the words "7 days" with "14 days"
- 51.26. Clause 31.3 is deleted.
- 51.27. Clause 31.4 replace the words "7 days" with "1 day".

52.DISABILITY, DEATH, LIQUIDATION ETC

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity if this Clause had not been included herein it is agreed that:

- 52.1. Should the Purchaser (or any of them if there be more than one) die or become mentally ill, the Vendor may elect to rescind the contract by notice in writing forwarded to the purchaser's solicitor named in this contract and thereupon the within contract shall be at an end and the provisions of Clause 19 shall apply,
- 52.2. If the Purchaser is a corporation and before completion, make any arrangement for the benefit of creditors or resolve to go into liquidation or have an order for its winding up or enter into any scheme of arrangement with its creditors under the Corporations Law or if a receiver or receiver/manager or official manager of it shall be appointed then the Purchaser shall be deemed to be in default hereunder and the Vendor can *terminate*.

53.PURCHASER'S DEFAULT

In the event that the purchaser is in default and the vendor has terminated the contract, the purchaser undertakes:

- 53.1. to cause the deposit holder to release the deposit to the vendor.
- 53.2. to cause the issuer of the bond or guarantee to pay the guarantee amount to the vendor.
- 53.3. not to lodge a caveat for notation on any certificate of title of the property

This undertaking is independent to the contract and the vendor is entitled to recover damages for the breach of the undertaking by the purchaser.

54.DIAGRAM OF SANITARY DRAINAGE/SEWERAGE SERVICE DIAGRAM/SEWER MAIN DIAGRAM

The Diagram of Sanitary Drainage or Sewerage Service Diagram issued by Sydney Water enclosed in this Contract is, as far as the Vendor is aware, the current sewer service connection diagram. The Vendor does not warrant or make any representation as to the accuracy or completeness of this diagram and the Purchaser shall not be entitled to make nor shall he make any objection, requisition or claim for compensation in respect of any matter or thing disclosed therein or arising therefrom or because of the lack of accuracy or completeness thereof.

55.SERVICE OF NOTICE OR DOCUMENT

In addition to the provisions of Clause 20.6 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor.

- 55.1. if addressed to that party or to that party's solicitor at the respective addresses set out in this Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- 55.2. if sent by facsimile transmission to the address shown on the letterhead of that party and /or that party's solicitors as being set aside for the transmission of or receipt of facsimile transmissions.
- 55.3. any notice validly given by facsimile transmission in accordance with sub-clause (b) of this clause, in the absence of proof to the contrary, shall be deemed to have been received by the party to whom it was sent on the date of dispatch provided that :
 - 55.3.1. the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
 - 55.3.2. if the time of dispatch is later than 5:00 pm in the place to which such facsimile transmission is sent it shall be deemed to have been received at the commencement of business on the next business day in that place.
- 55.4. if sent by electronic mails, the recipient received the electronic mails.
- 55.5. In the event that the purchaser changes solicitor without notifying the vendor in writing of such change then service of any notice or document under or relating to this Contract is deemed to be effective until notice in writing signed by the purchaser of such change is received by the vendor.

56.ELECTRONIC COMMUNICATIONS AND SIGNATURES

- 56.1. The parties consent to this Contract, all correspondence, warning statements, notices, agreements, information and documents required to be produced (information) being given by means of electronic communication in accordance with section 8 -10 of the *Electronic Transactions Act 2000 (NSW)*. Where Information is sent to the the other party or its solicitor by electronic mail (email), it shall be treated as given at the time recorded on the email message, unless notification is received by the sender of the Information that it was unable to be delivered.
- 56.2. 56.2 This Contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.
- 56.3. This Contract can be exchanged by the execution by either of both of the parties to this Contract and transmission by email of a copy of this Contract executed by that party or its solicitors to the other party or the other party's solicitor will constitute a valid and binding execution of this Contract by such party or parties.
- 56.4. 56.4 For the purposes of the *Electronic Transactions Act 2000 (NSW)* and *Electronic Transactions Act 1999 (Cth)* each of the parties consents to receiving and sending this Contract electronically.

57.SECTION 22 STRATA INTEREST NOTICE AND SECTION 184 CERTIFICATE

This clause applies only if the land (or part of it) is a lot in a strata, neighborhood or community scheme (or on completion is to be a lot in a scheme of that kind).

- 57.1. Purchaser shall be responsible for applying to the Holder of Strata or Community Title Records for the S.184 Certificate under the *Strata Schemes Management Act 2015* or for the S.26 Certificate under the *Community Land Management Act 1989*. The Purchaser shall not be entitled to delay completion or make any requisition or objection arising from the it's failure to apply for or delay in obtaining the said Certificate.
- 57.2. The Vendor hereby authorizes the purchaser to apply for the S.184 Certificate under the *Strata Schemes Management Act 2015* or for the S.26 Certificate under the *Community Land Management Act 1989* in relation to the lot.
- 57.3. Should the Purchaser fail to apply for the S.184 Certificate (or S 26 Certificate), the Vendor is entitle to penalty interest and its right to issue the notice to complete.
- 57.4. Purchaser must prepare, sign and upload the Section 22 Strata Interest Notice to the Property Exchange Australia platform prior to settlement. The Vendor must sign the said Notice and return to the Purchaser. The Purchaser must forward the said Notice to the Holder of Strata or Community Title Records within 7 days. This clause shall not merge on completion.

58.REQUISITIONS

The Purchaser is deemed to have made the attached Requisitions on Title pursuant to clause 5 and the Vendor is deemed to have made the attached replies. Nothing in this clause prevents the Vendor from amending the replies prior to completion. The Purchaser acknowledges that the Vendor shall not be under any obligation to answer any Requisitions on Title the substance of which are already contained in the said Requisitions.

59.ORDER ON AGENT / ORDER ON SOLICITOR

The Purchaser must provide to the Vendor or upload an Order on Agent or an Order on Solicitor to the Property Exchange Australia Platform and share access of the said Order to the Vendor prior to settlement. Unless the deposit is released under clause 42 or otherwise agreed by the parties, the Vendor undertakes to not to release the deposit until the matter is settled.

60.PROHIBITED ENTITIES

The purchaser represents and warrants that it is not a Prohibited Entity as defined in Part 5.3 of the *Criminal Code Act 1995* or is listed by the Minister for Foreign Affairs or it is not owned or controlled by, or acts on behalf of, any Prohibited Entity. The purchaser indemnifies the vendor against any non-compliance by the vendor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the *Charter of the United Nations Act 1945* and Part 5.3 of the *Criminal Code Act 1995* due to a breach by the purchaser of its representation or warranty in this Special Condition.

61.TRUSTEE PURCHASER

If the Purchaser enters into this contract as trustee of any trust, the purchaser warrants in its personal capacity and its capacity as trustee of the trust that it is bound personally under this contract and the trust is validly created and is in existence. The purchaser further warrants that it will disclose fully to the vendor the terms of the trust on request.

62.COMPANY GUARANTEE

In the event the Purchaser is a company then in consideration of the Vendor entering into this Contract with the Purchaser the directors of the Purchaser ("the Guarantor") jointly and severally hereby guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and hereby indemnifies and shall keep indemnified the Vendor from and against any losses, damages, liabilities, costs and expenses of whatsoever nature accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. The guarantee herein contained and shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter or thing whatsoever and shall be deemed to constitute a principal obligation between the Guarantor and the Vendor. If requested by the Vendor, the Purchaser must immediately deliver to the Vendor a replacement Guarantee. This are an essential terms of the Contract.

..... Signature of Guarantor Signature of Witness Name & Address of Guarantor
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..... Signature of Guarantor Signature of Witness Name & Address of Guarantor
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63.EFFECT OF THIS CONTRACT AFTER COMPLETION

Clauses in this Contract which are intended to have effect after Completion Date shall continue to have force and effect to the full intent and purpose of the clauses notwithstanding the completion of this Contract.

64. Each clause, sub-clause and special condition of the conditions of this Contract shall be severable from each other clause, sub-clause and special condition and the invalidity or unenforceability of any clause sub-clause or special condition if such clauses, subclauses and special conditions are void or repugnant to any law of the State of New South Wales and such severance shall not otherwise affect the other provisions of this Contract. If there is any inconsistency between the provisions of the clauses of this Contract, clauses 33 to 63 prevail over clauses 1 to 32 inclusive.

REQUISITIONS ON TITLE

1. In these requisitions the words "Purchaser", "Vendor", "Property" and "Contract" have the respective meanings assigned to them in the within Contract ("Contract") between the parties and reference to a clause, is a reference to the appropriate clause in the Contract. Final searches will be made and must result satisfactorily and the Purchaser reserves the right (to the extent permitted by the Contract) to make such further requisitions and observations as may arise from the Purchaser's investigation of title or Vendor's replies to these requisitions.
2. Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into the Contract or subsequently which would affect completion of this Contract?
3. Is the Vendor (or if there is more than one Vendor, any of them) under the age of 18 years?
4. Is the Vendor (or if there is more than one Vendor, any of them) has any order or declaration been made relating to the Vendor under the *Protected Estates Act 1983* or under the *Inebriates Act 1912*?
5. Is the Vendor (or if there is more than one Vendor, any of them) committed an act of bankruptcy under the *Bankruptcy Act, 1966* or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has entered into an arrangement under Part X of the *Bankruptcy Act 1966*?
6. All Mortgages and Caveats not subject to the Contract to be properly discharged and such discharge registered prior to completion, or alternatively handed over on settlement together with the mortgage to which it relates, and allowance made for the fee for registration of the discharge.
7. Subject to the Contract, Survey must result satisfactorily and show the whole of the land available and the Property free from encroachment. The original of any survey certificate, certificate of compliance or building certificate attached to the Contract or in the possession or under the control of the Vendor, must be handed over at settlement. Please furnish a copy of any such certificates not attached to the Contract.
8. Where the Property is sold subject to an existing tenancy or tenancies, the lease or tenancy agreements must be handed over at settlement together with the usual notice of attornment or alternatively it will be available to collect from the Real Estate Agent. Rent must be adjusted in accordance with the Contract but no allowance will be made for arrears.
9. If the Vendor is a Trustee, Section 66B of the *Conveyancing Act 1919* and Sections 48 and 53 of the *Trustee Act 1925* must be complied with.
10. Is the Vendor aware of any of the following matters affecting or relating to the property?
 - (i) Any contemplated or current legal proceedings?
 - (ii) Any unsatisfied judgments order or writs or execution?
 - (iii) Any notice of an application for an order under the *Family Provision Act 1982*?
 - (iv) Any notice, restriction, proclamation or order under the Local Government, Unhealthy Building Land, Encroachment of Buildings or any other Act?
 - (v) Any application for or grant of a permit or licence under the *Pipelines Act 1967*?
 - (vi) Any latent defects in title to any part of the land or the property, including pipes or structures beneath the surface of the land?
 - (vii) Any proposal or order under the *Coastal Protection Act 1979*?
 - (viii) Any conservation instrument or any order, notice or intention to take action in respect to the property under the *Heritage Act 1977*?

(THE FOLLOWING ADDITIONAL REQUISITIONS 11-13 APPLY TO STRATA/COMMUNITY TITLE TRANSACTIONS ONLY)

11. In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the *Strata titles (Freehold Development) Act 1973*; "parcel" means land together with improvements and fixtures, "improvements" means improvements and fixtures. These requisitions to Property shall be deemed to include a reference to each Lot sold and to the common property in the Plan where appropriate.
12. Is the Vendor aware of any current or proposed claim by the Owners Corporation or by the Vendor under any insurance policy covering the Lot, the common property or any other Lot?
13. Is the Vendor aware of any proposal for:-
 - (i) Any conversion of the Lot into common property?
 - (ii) Any alternation requiring the lodgment of a building alteration plan?
 - (iii) Any transfer, lease or dedication of the common property or of addition common property?
 - (iv) Any action taken or current proposal regarding the creation or release of any easement or restriction as to user?
 - (v) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?

Subject to the Contract, the Vendor replies to these requisitions as follows:

1, 6, 7, 8, 9. Noted

2, 3, 4, 5, 10. No

The Following replies apply to Strata/Community Title Transactions Only

11. Noted

12. No

13. (i) to (v) No



LAND
REGISTRY
SERVICES

Title Search

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 97/SP94454

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2020	11:36 AM	4	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 97 IN STRATA PLAN 94454
AT BONDI JUNCTION
LOCAL GOVERNMENT AREA WAVERLEY

FIRST SCHEDULE

HO PUI HARRY CHAN (T AM291850)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94454
- 2 SP94454 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (2) IN THE S.88B INSTRUMENT
- 3 AM291851 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Chan 2001004

PRINTED ON 7/10/2020

* 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.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

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

FOLIO: CP/SP94454

SEARCH DATE	TIME	EDITION NO	DATE
7/10/2020	11:37 AM	3	12/7/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94454
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BONDI JUNCTION
LOCAL GOVERNMENT AREA WAVERLEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94454

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94454
ADDRESS FOR SERVICE OF DOCUMENTS:
570 OXFORD STREET, BONDI JUNCTION, NSW 2022

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1224264
- 3 O931745 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 Q595083 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 DP1198325 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1224264 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1224264 RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1224264 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1224264 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 0.12 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1224264 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94454

PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)

- NUMBERED (5) IN THE S.88B INSTRUMENT
- 11 DP1224264 POSITIVE COVENANT
 - 12 DP1224264 RIGHT OF PUBLIC ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 - 13 AM169984 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO 64879 SHOWN DESIGNATED "P" TOGETHER WITH RIGHT OF CARRIAGEWAY DESIGNATED (C) AND EASEMENT FOR ELECTRICITY WORKS DESIGNATED (B), (D) AND (H) SHOWN IN PLAN WITH AM169984. EXPIRES: 31/7/2066. OPTION OF RENEWAL: 25 YEARS.
 - 14 SP94454 RESTRICTION(S) ON THE USE OF LAND
 - 15 AN499186 CONSOLIDATION OF REGISTERED BY-LAWS
 - 16 AN499186 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94454

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 43	2	- 55	3	- 45	4	- 45
5	- 42	6	- 40	7	- 40	8	- 44
9	- 63	10	- 46	11	- 47	12	- 44
13	- 42	14	- 62	15	- 40	16	- 43
17	- 41	18	- 40	19	- 45	20	- 64
21	- 46	22	- 47	23	- 44	24	- 43
25	- 62	26	- 40	27	- 43	28	- 41
29	- 40	30	- 46	31	- 65	32	- 47
33	- 48	34	- 45	35	- 43	36	- 63
37	- 40	38	- 43	39	- 41	40	- 41
41	- 65	42	- 48	43	- 49	44	- 46
45	- 44	46	- 63	47	- 41	48	- 44
49	- 42	50	- 52	51	- 84	52	- 53
53	- 101	54	- 70	55	- 43	56	- 44
57	- 77	58	- 87	59	- 53	60	- 102
61	- 75	62	- 43	63	- 44	64	- 77
65	- 87	66	- 54	67	- 103	68	- 75
69	- 44	70	- 45	71	- 78	72	- 88
73	- 54	74	- 103	75	- 75	76	- 44
77	- 45	78	- 78	79	- 88	80	- 54
81	- 103	82	- 76	83	- 44	84	- 45
85	- 78	86	- 89	87	- 55	88	- 104
89	- 76	90	- 45	91	- 46	92	- 79
93	- 89	94	- 55	95	- 104	96	- 76
97	- 45	98	- 46	99	- 85	100	- 99
101	- 56	102	- 110	103	- 82	104	- 46
105	- 52	106	- 87	107	- 101	108	- 56

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94454

PAGE 3

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

STRATA PLAN 94454

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
109	- 114	110	- 83	111	- 46	112	- 53
113	- 89	114	- 102	115	- 57	116	- 117
117	- 85	118	- 50	119	- 54	120	- 91
121	- 104	122	- 58	123	- 120	124	- 87
125	- 51	126	- 189	127	- 229	128	- 226
129	- 107	130	- 199	131	- 253	132	- 246
133	- 125	134	- 125	135	- 105	136	- 265
137	- 120						

NOTATIONS

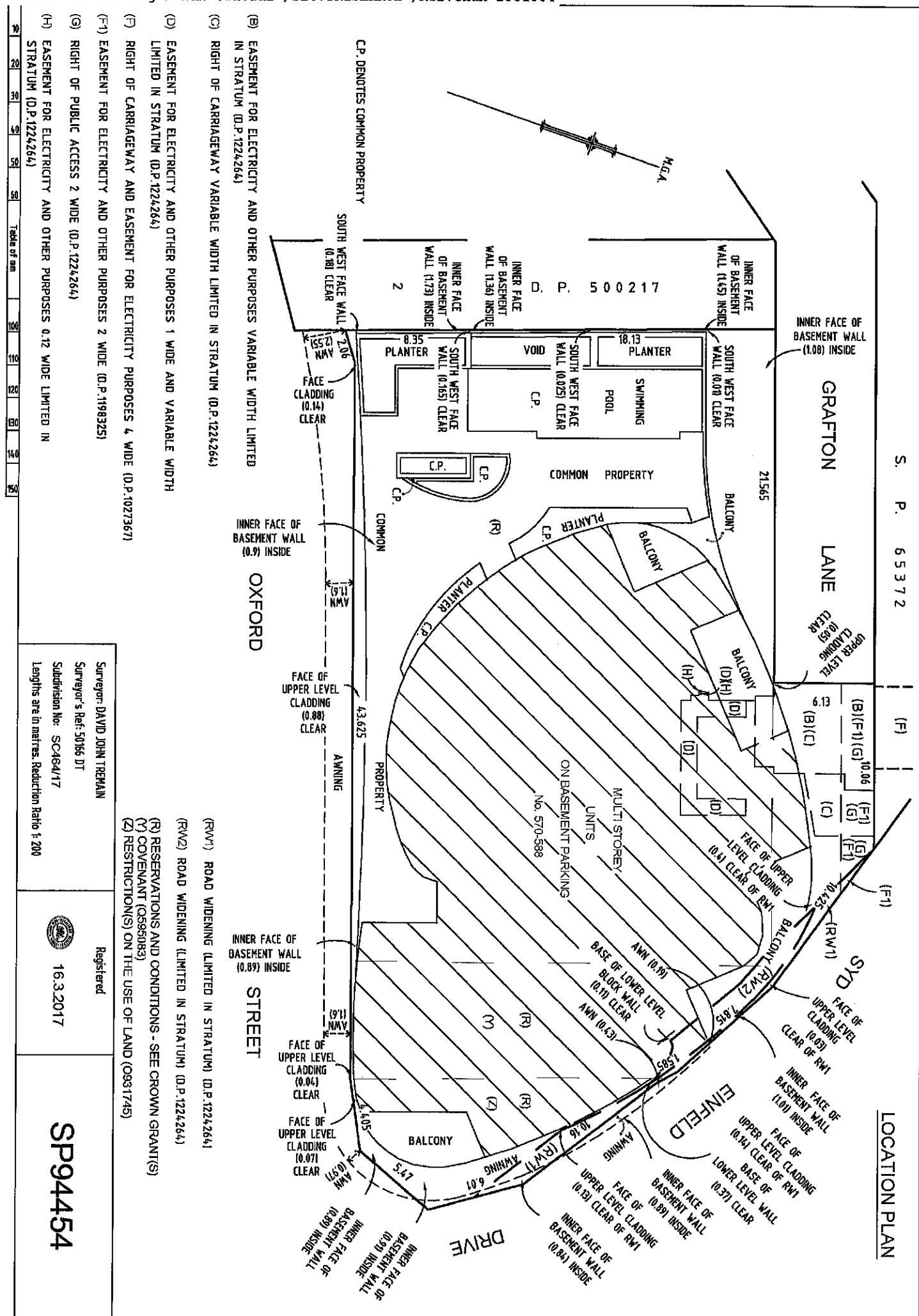
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

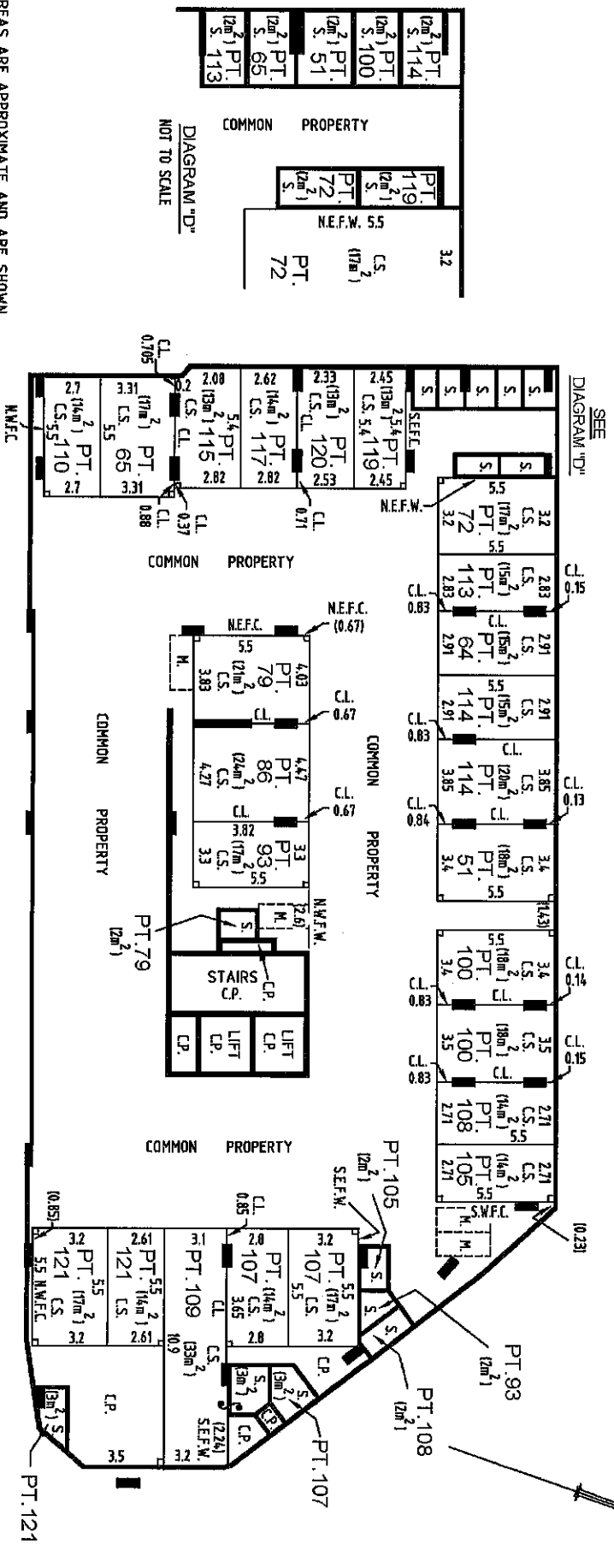
Chan 2001004

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FOR CLARITY NOT ALL COMMON PROPERTY DUETS AND COLUMNS
HAVE BEEN SHOWN



BASEMENT 4

ALL AREAS ARE APPROXIMATE AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY

C.P. DENOTES COMMON PROPERTY

C.S. DENOTES CAR SPACE

M. DENOTES MOTOR CYCLE PARKING - C.P.

S. DENOTES STORAGE

N.E.F.C. DENOTES LINE OF NORTH EASTERN FACE OF COLUMN

N.W.F.C. DENOTES LINE OF NORTH WESTERN FACE OF COLUMN

S.E.F.C. DENOTES LINE OF SOUTH EASTERN FACE OF COLUMN

S.W.F.C. DENOTES LINE OF SOUTH WESTERN FACE OF COLUMN

N.W.F.W. DENOTES LINE OF NORTH WESTERN FACE OF WALL

S.E.F.W. DENOTES LINE OF SOUTH EASTERN FACE OF WALL

C.L. DENOTES FROM CENTRE OF COLUMN

h DENOTES 90° ANGLE

Surveyor: DAVID JOHN TREMAIN

Surveyor's Ref: 50166 DT

Subdivision No: SC464/17

Lengths are in metres. Reduction Ratio 1: 200

Registered



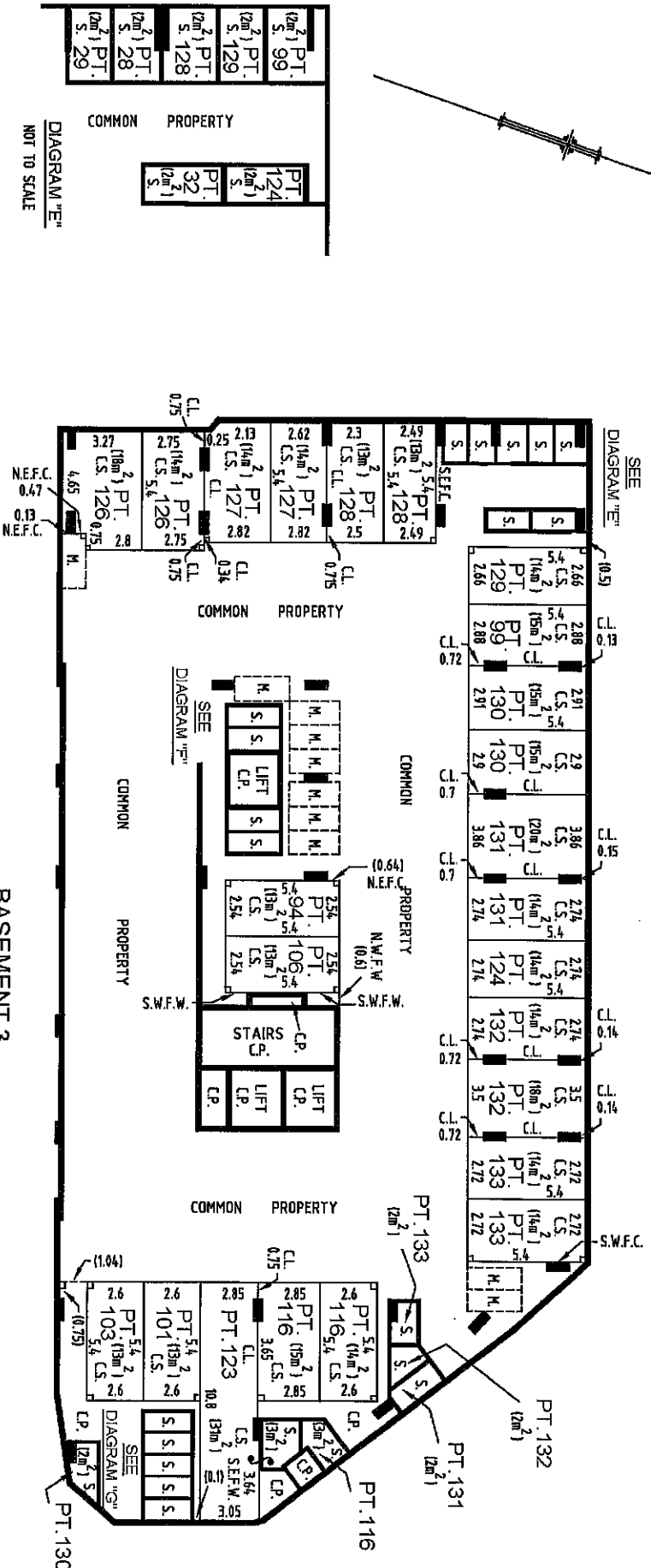
16.3.2017

SP94454

M.G.A.

SEE

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS
AND COLLUMS HAVE BEEN SHOWN



BASEMENT 3

ALL AREAS ARE APPROXIMATE AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES

C.P. DENOTES COMMON PROPERTY

U.S. DENOTES CAR SPACE

M. DENOTES MOTOR CYCLE PARKING - C.P.

5. DENOTES STORAGE

N.E.F.C. DENOTES LINE OF NORTH EASTERN FACE OF COLUMN

S.E.F.C. DENOTES LINE OF SOUTH EASTERN FACE OF COLUMN

S.W.F.C. DENOTES LINE OF SOUTH WESTERN FACE OF COLUMN

N.W.F.W.. DENOTES LINE OF NORTH WESTERN FACE OF WALL

S.E.F.W. DENOTES LINE OF SOUTH EASTERN FACE OF WALL

S.W.F.W.: DENOTES LINE OF SOUTH WESTERN FALE OF WALL

h. DENOTES 90° ANGLE

DIAGRAM "F"
NOT TO SCALE

DIAGRAM "G"
NOT TO SCALE

Surveyor: DAVID JOHN TREMAIN

Surveyor's Ref: 50166 DT

Subdivision No: SC464/17

Lengths are in metres. Reduction Ratio 1:200

Registered

16.3-2017

SP94454

ALL AREAS ARE APPROXIMATE AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY

C.P. DENOTES COMMON PROPERTY

C.S. DENOTES CAR SPACE

M. DENOTES MOTOR CYCLE PARKING - C.P.

S. DENOTES STORAGE

N.E.F.C. DENOTES LINE OF NORTH EASTERN FACE OF COLUMN

S.E.F.C. DENOTES LINE OF SOUTH EASTERN FACE OF COLUMN

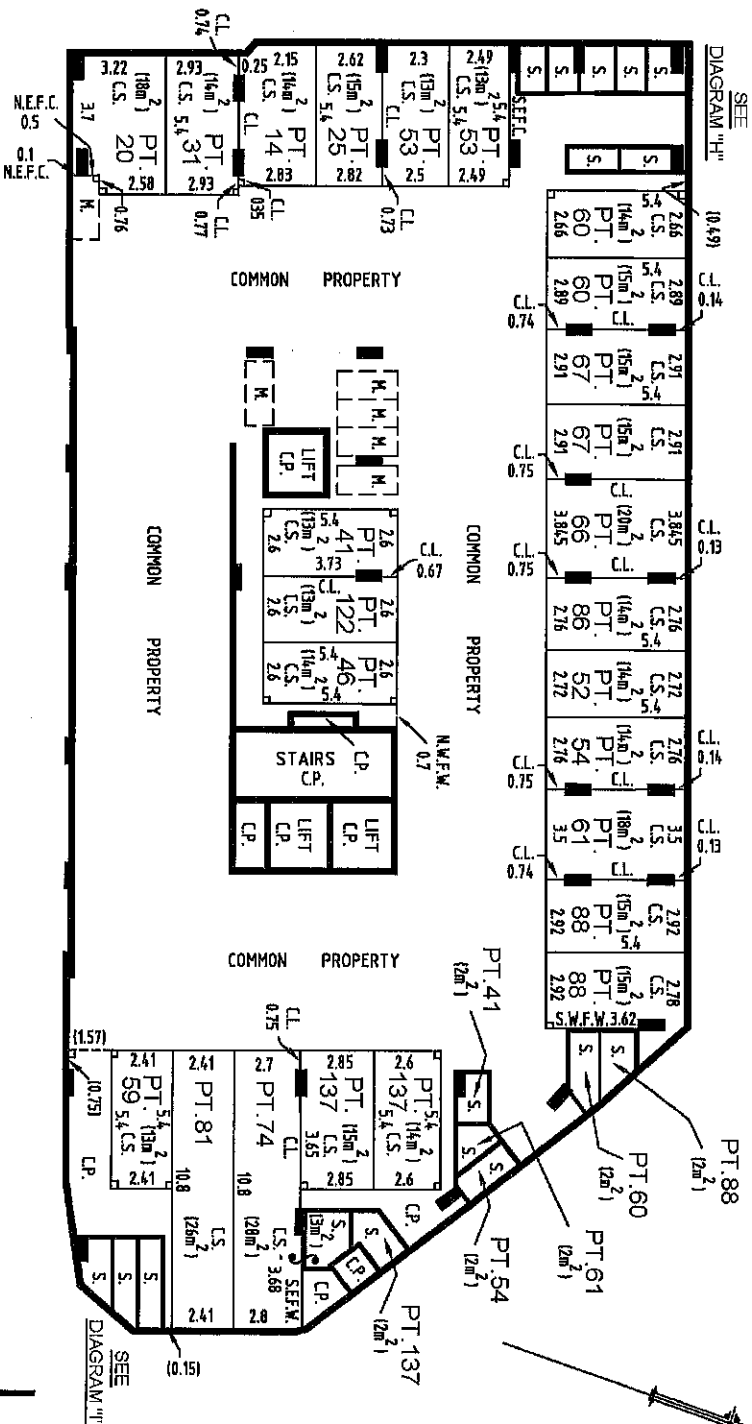
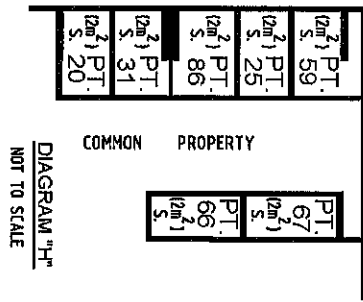
S.W.F.W. DENOTES LINE OF SOUTH WESTERN FACE OF WALL

S.E.F.W. DENOTES LINE OF SOUTH EASTERN FACE OF WALL

N.W.F.W. DENOTES LINE OF NORTH WESTERN FACE OF WALL

C.L. DENOTES FROM CENTRE OF COLUMN

L. DENOTES 90° ANGLE



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS HAVE BEEN SHOWN

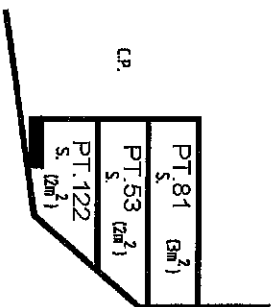


DIAGRAM "I"
NOT TO SCALE

Surveyor: DAVID JOHN TREMAN
 Surveyor's Ref: 50166 DT
 Subdivision No: SC464/17
 Lengths are in metres. Reduction Ratio 1:200

Registered



16.3.2017

SP94454

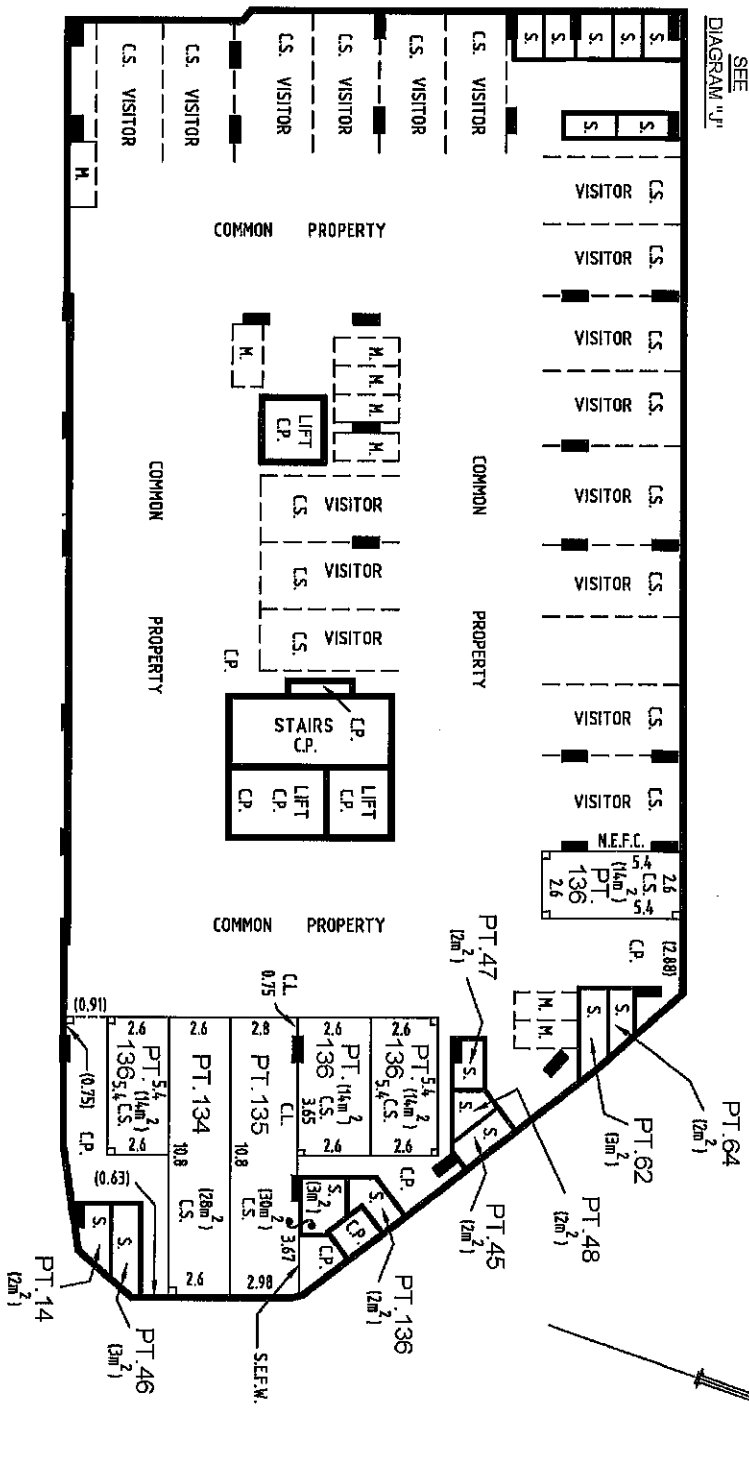
Table of mm
10
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150

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

PT. 43 (2m ²)	PT. 44 (2m ²)
PT. 49 (2m ²)	PT. 40 (2m ²)
PT. 38 (2m ²)	PT. 39 (2m ²)
PT. 37 (2m ²)	

COMMON PROPERTY

DIAGRAM "J"
NOT TO SCALE



BASEMENT 1

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY
C.P. DENOTES COMMON PROPERTY
C.S. DENOTES CAR SPACE
M. DENOTES MOTOR CYCLE PARKING - C.P.
S. DENOTES STORAGE
N.E.F.C. DENOTES LINE OF NORTH EASTERN FACE OF COLUMN
S.E.F.W. DENOTES LINE OF SOUTH EASTERN FACE OF WALL
C.L. DENOTES FROM CENTRE OF COLUMN
L. DENOTES 90° ANGLE

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150
Table of mm

Surveyor: DAVID JOHN TREMAN

Surveyor's Ref: 50166 DT

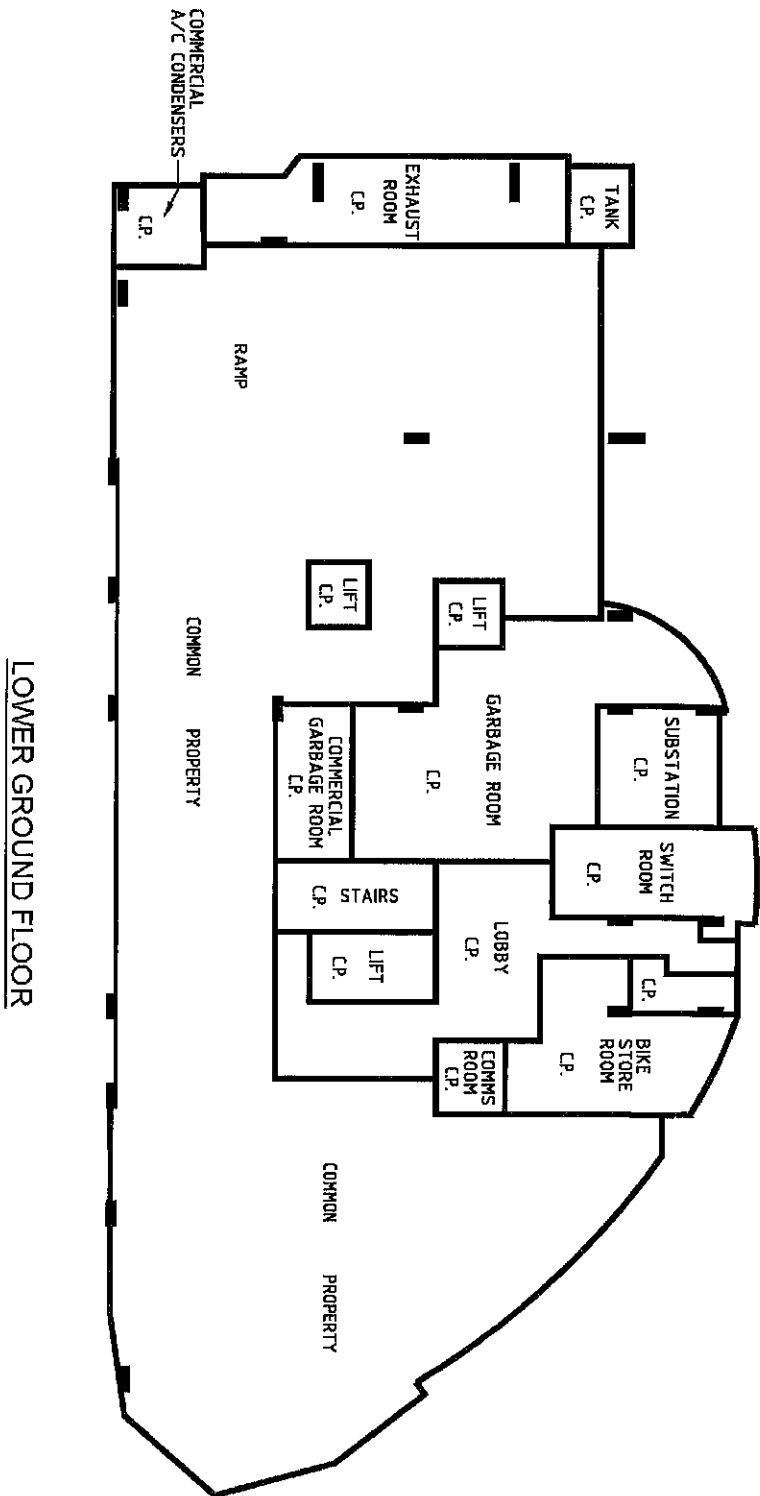
Subdivision No: SCAG/17

Lengths are in metres. Reduction Ratio 1:200

Registered

16.3.2017

SP94454



LOWER GROUND FLOOR

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN
C.P. DENOTES COMMON PROPERTY

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150
Table of mm

Surveyor: DAVID JOHN TREHMAN

Surveyor's Ref: 50166 DT

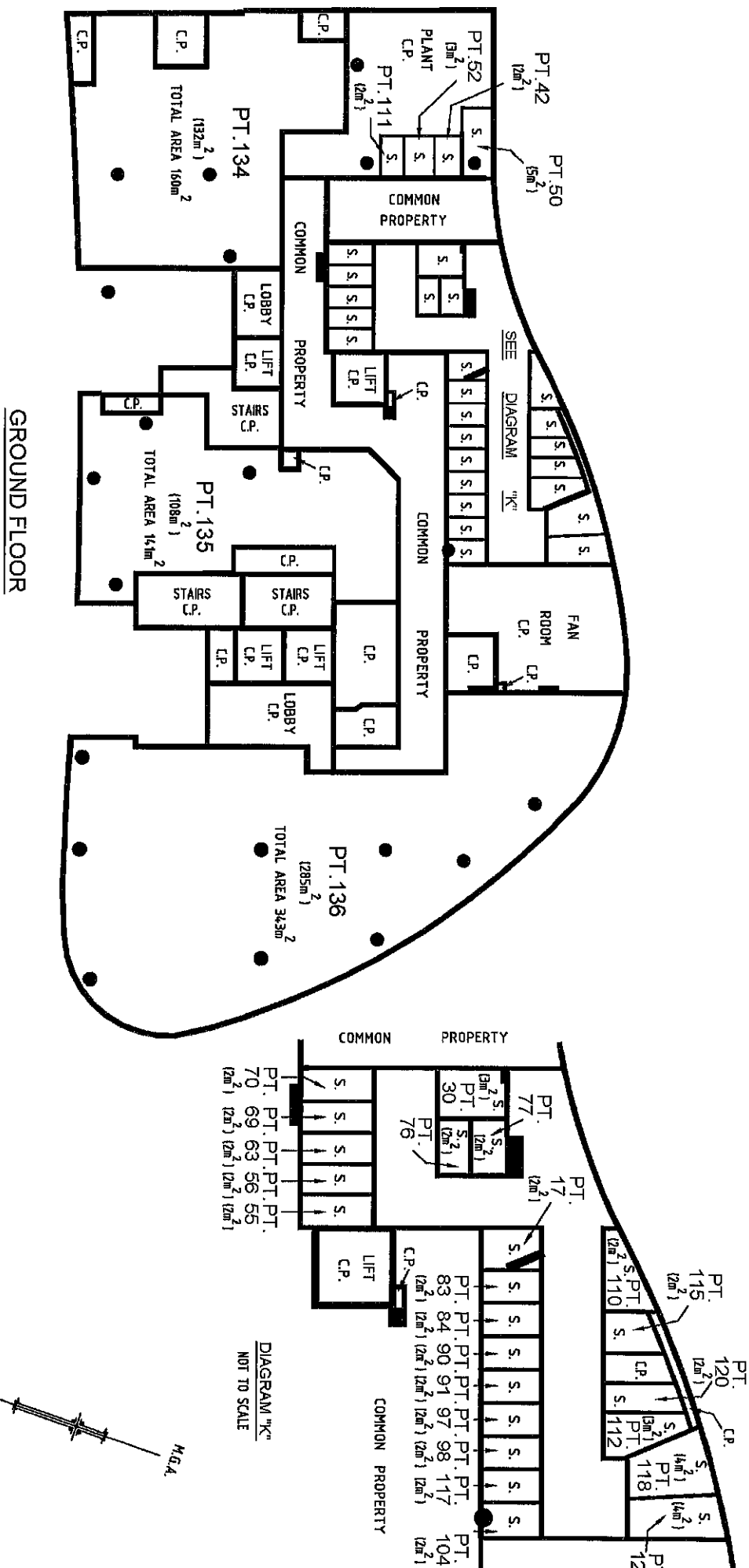
Subdivision No: SC464/17

Lengths are in metres. Reduction Ratio 1:200

Registered

16.3.2017

SP94454



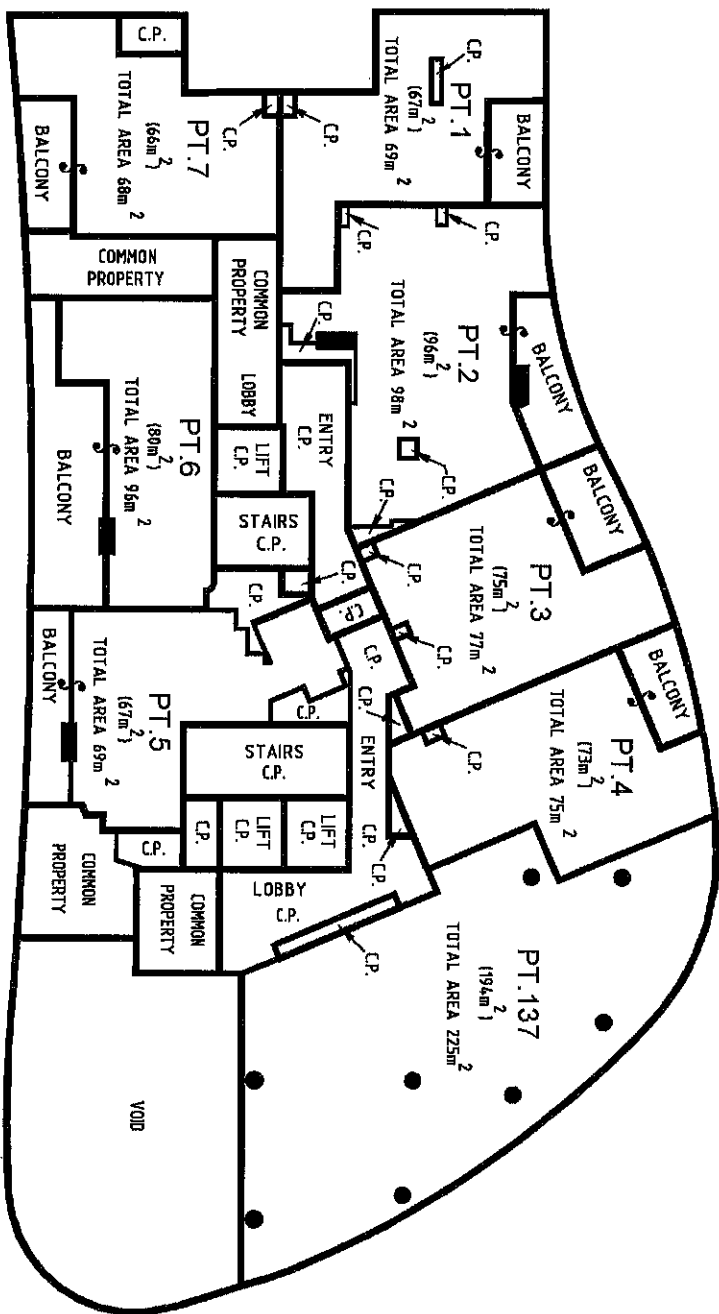
FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
 HAVE BEEN SHOWN
 C.P. DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE AND ARE SHOWN
 FOR THE PURPOSE OF THE STRATA SCHEMES
 DEVELOPMENT ACT 2015 ONLY

DIAGRAM "K"
 NOT TO SCALE

M.G.A.

10 20 30 40 50 60 70 80 90 100

LEVEL 1



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

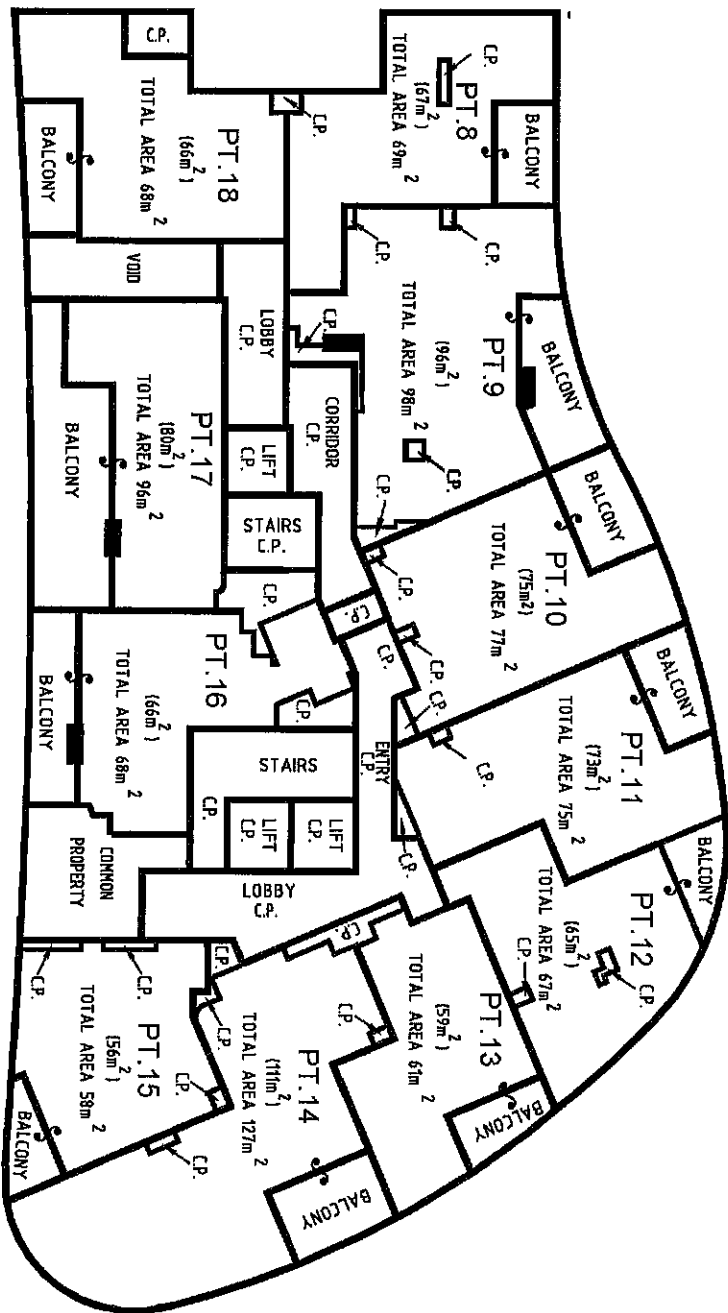
Surveyor: DAVID JOHN TREMAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 2



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

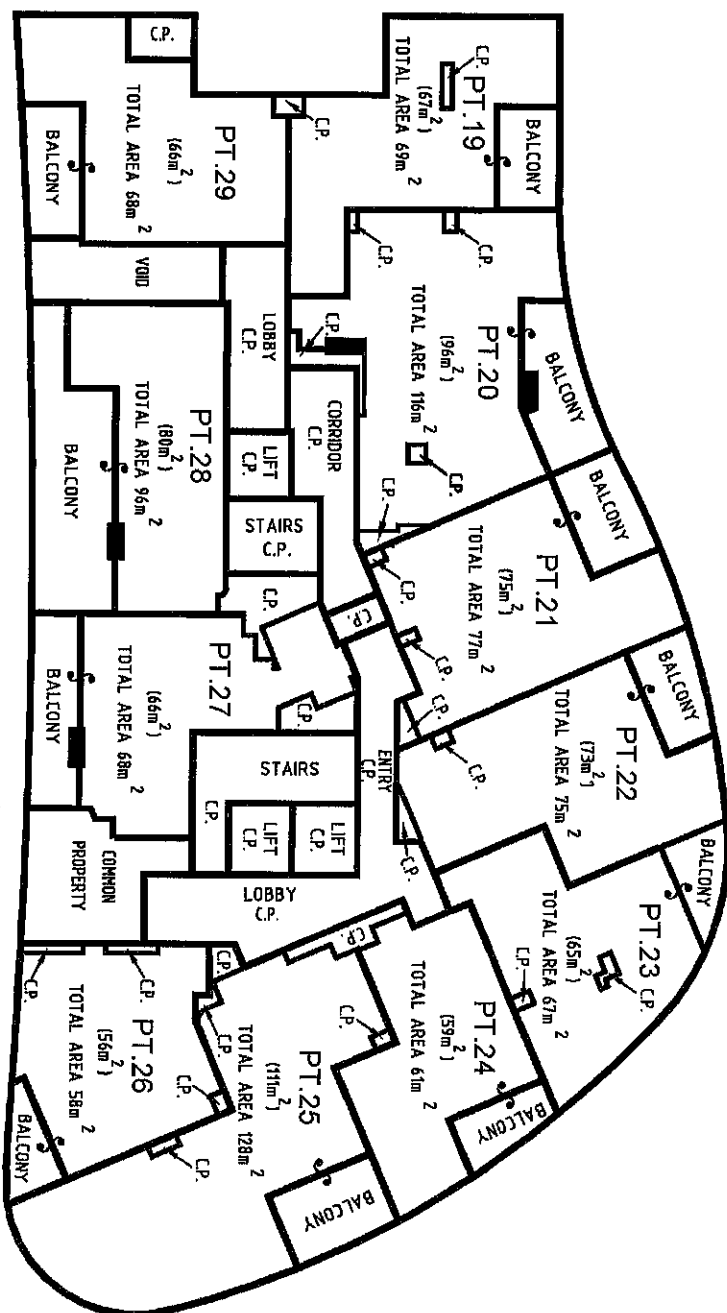
Surveyor: DAVID JOHN TREMAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 3



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
 HAVE BEEN SHOWN

CP DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
 FOR THE PURPOSE OF THE STRATA SCHEMES
 DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
 OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
 HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

Table of mm

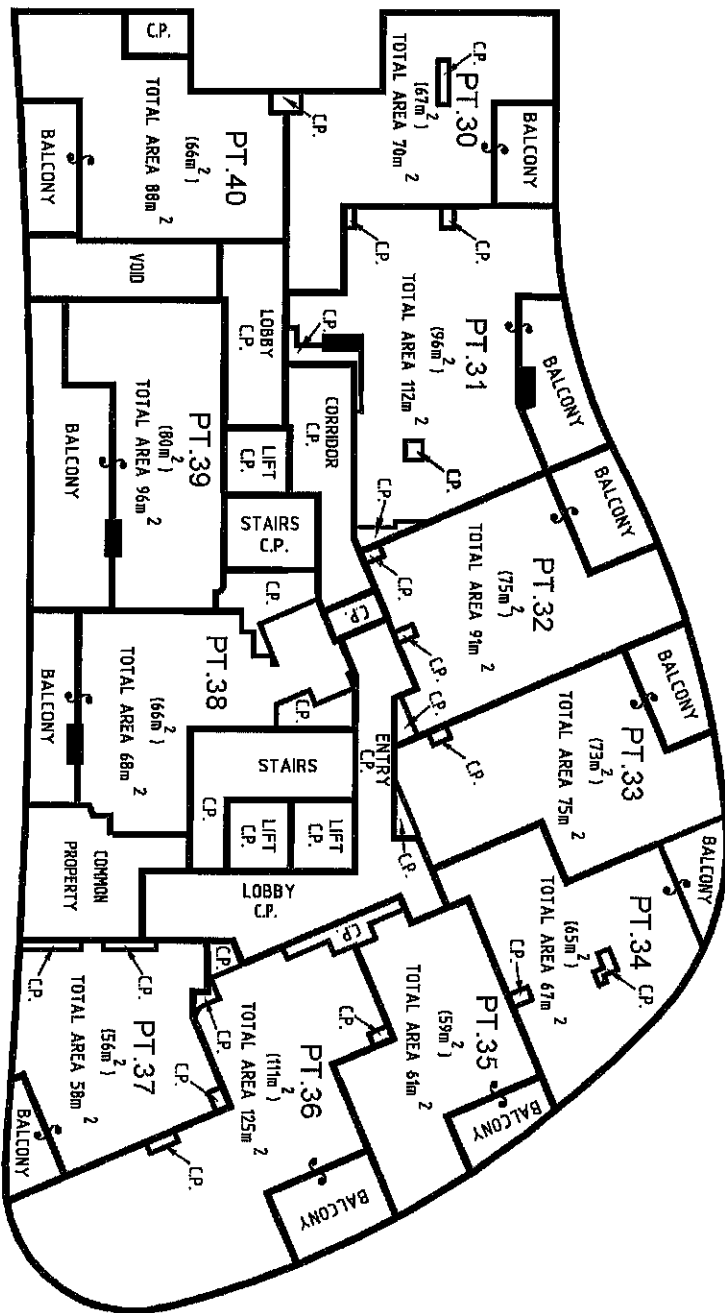
Surveyor: DAVID JOHN TREMAN
 Surveyor's Ref: 50166 DT
 Subdivision No: SC464/17
 Lengths are in metres, Reduction Ratio 1:200



Registered
 16.3.2017

SP94454

LEVEL 4



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

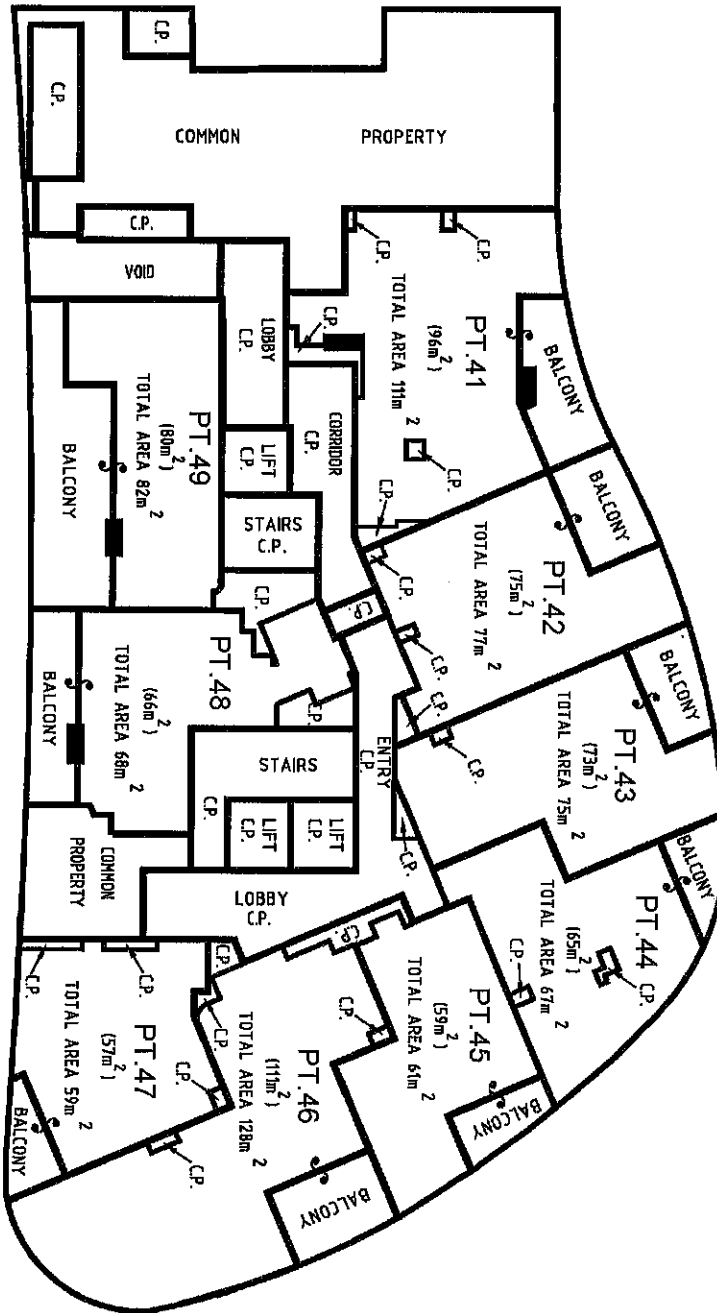
Surveyor: DAVID JOHN TREMAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 5



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
 HAVE BEEN SHOWN
 C.P. DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE AND ARE SHOWN
 FOR THE PURPOSE OF THE STRATA SCHEMES
 DEVELOPMENT ACT 2015 ONLY
 THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
 OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
 HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150
 Table of mm

Surveyor: DAVID JOHN TREMAIN
 Surveyor's Ref: 50166 DT
 Subdivision No: SC464/17
 Lengths are in metres. Reduction Ratio 1:200

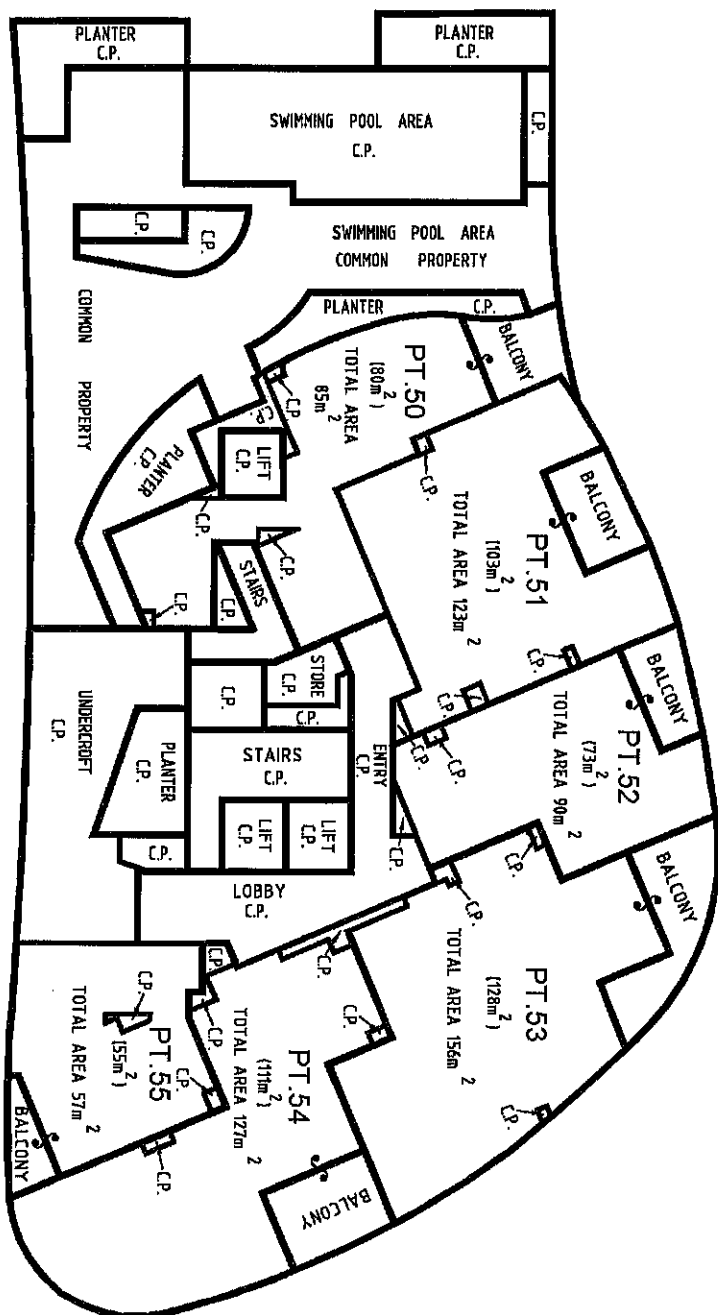


Registered

16.3.2017

SP94454

LEVEL 6



M.G.A.

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

ALL AREAS ARE APPROXIMATE AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE HARSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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Table of mm
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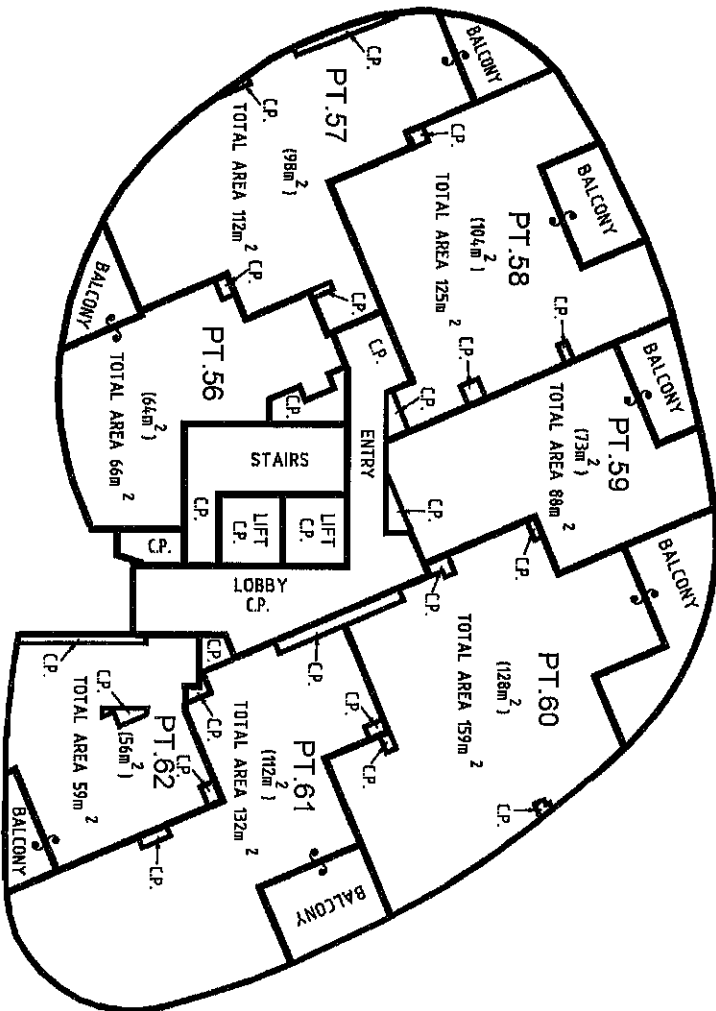
Surveyor: DAVID JOHN TREMAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres, Reduction Ratio 1: 2000

Registered

16-3-2017

SP94454

LEVEL 7



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

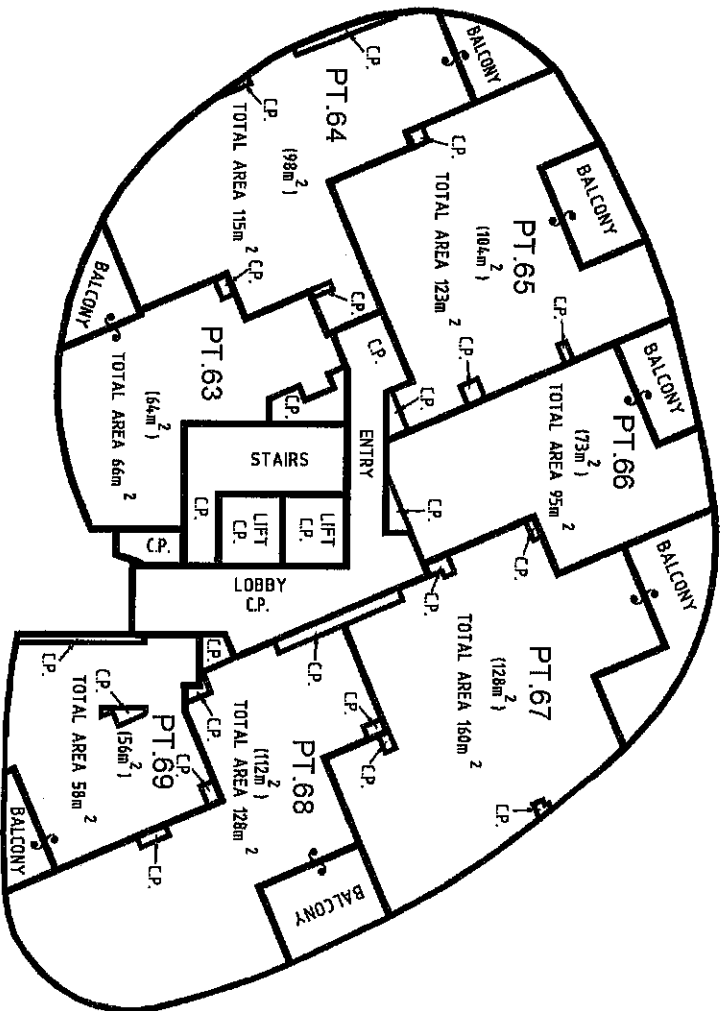
Surveyor: DAVID JOHN TREMAN
Surveyor's Ref: 50566 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 8



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

Surveyor: DAVID JOHN TREMAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres, Reduction Ratio 1:200



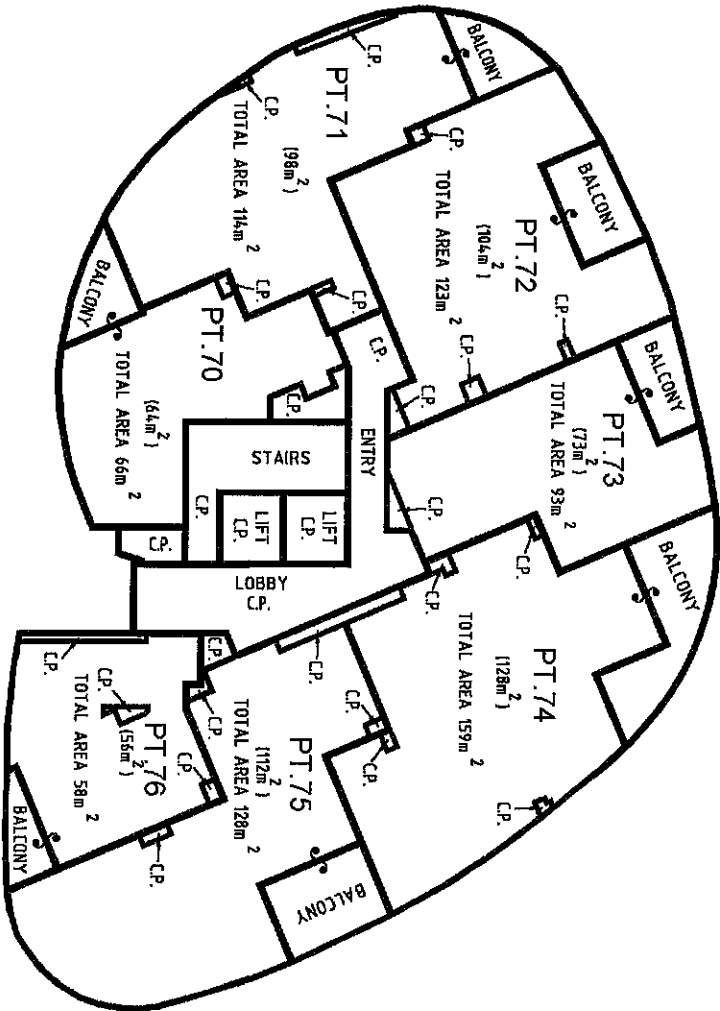
Registered
16.3.2017

SP94454

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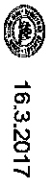
Table of mm

LEVEL 9



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN
C.P. DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY
THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HANDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

Surveyor: DAVID JOHN TREMAN
Surveyor's Ref: 50766 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1: 200

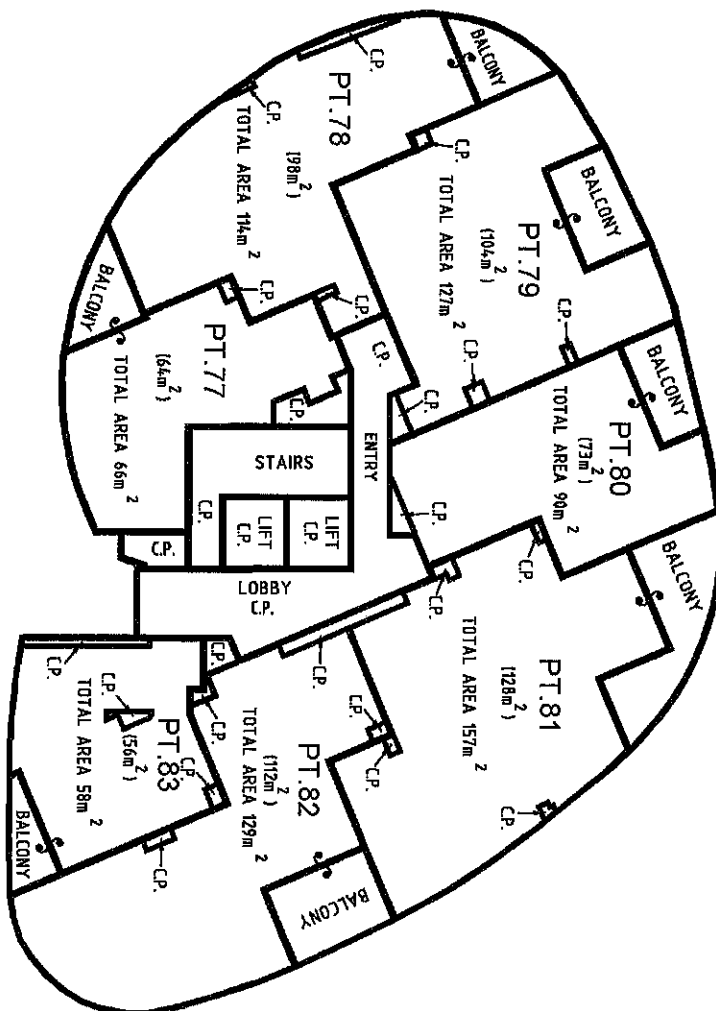


Registered

16.3.2017

SP94454

LEVEL 10



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

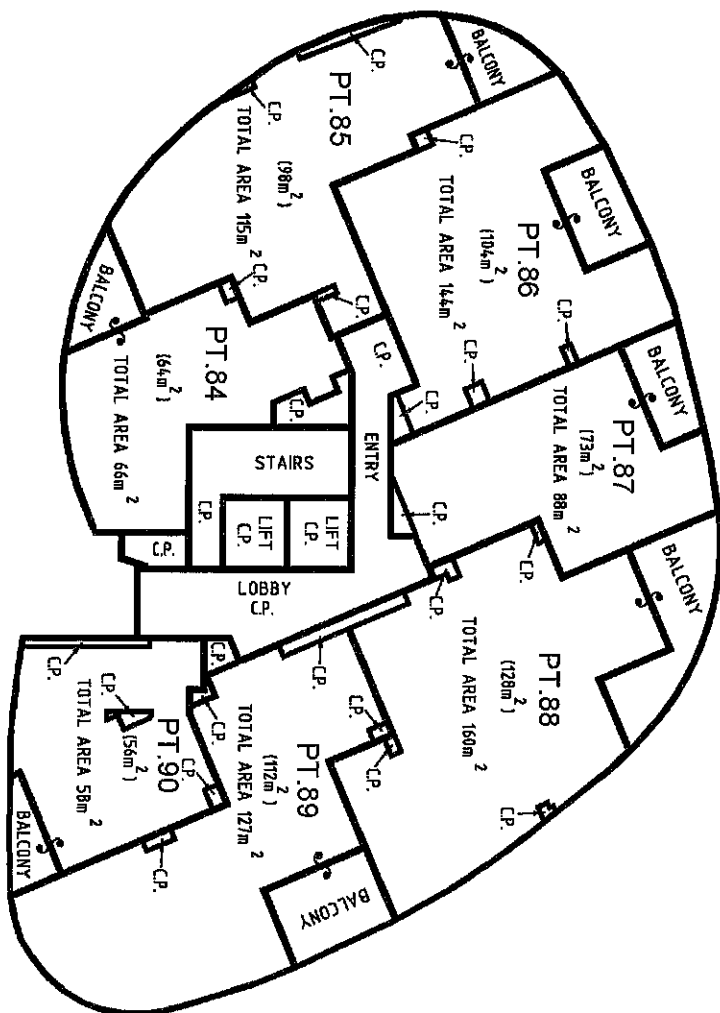
Surveyor: DAVID JOHN TREMAN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 11



H.G.A.

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN
C.P. DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

Surveyor: DAVID JOHN TREHMAN

Surveyor's Ref: 50166 DT

Subdivision No: SC464/17

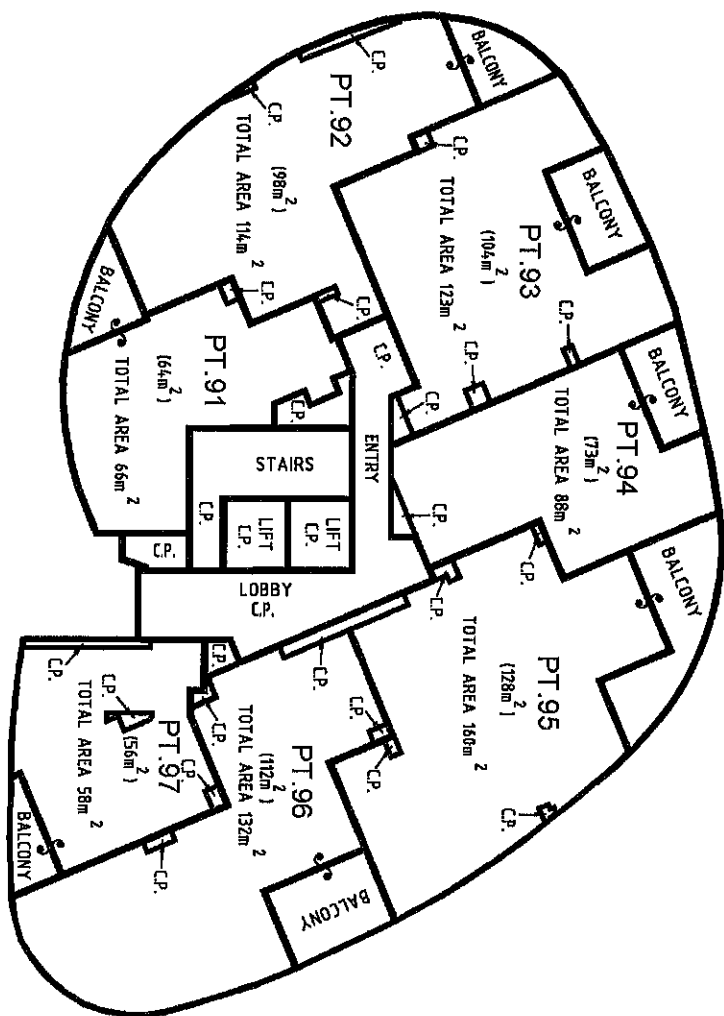
Lengths are in metres. Reduction Ratio 1:200

Registered

16.3.2017

SP94454

LEVEL 12



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

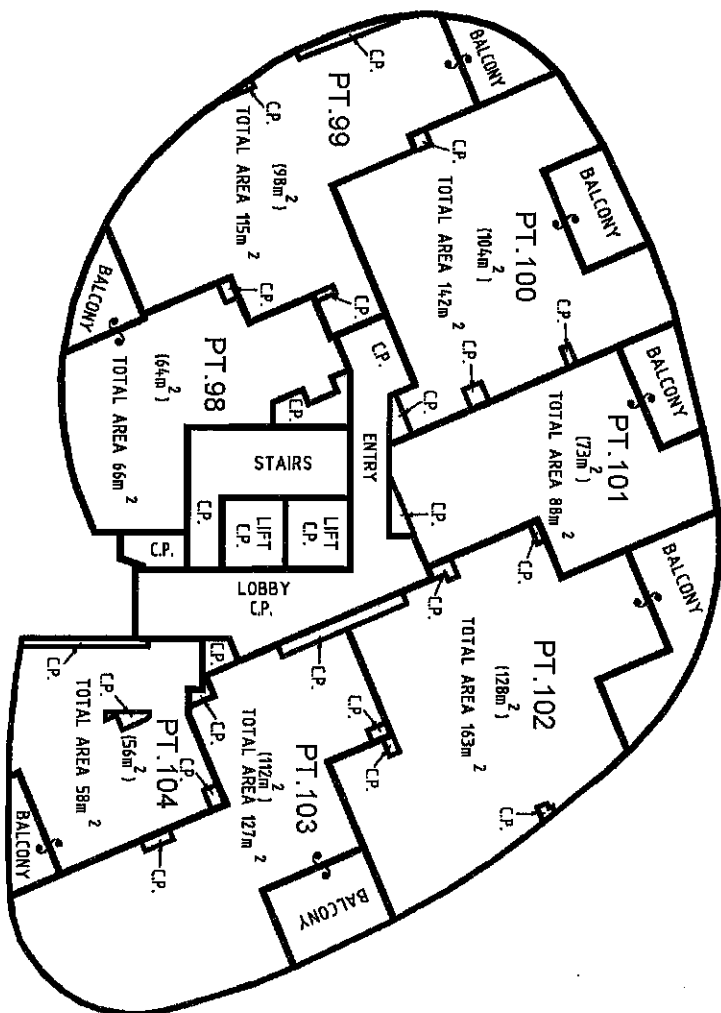
Surveyor: DAVID JOHN TREMAN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 13



N.G.A.

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

Table of mm

Surveyor: DAVID JOHN TREMAN

Surveyor's Ref: 50166 DT

Subdivision No: SC464/17

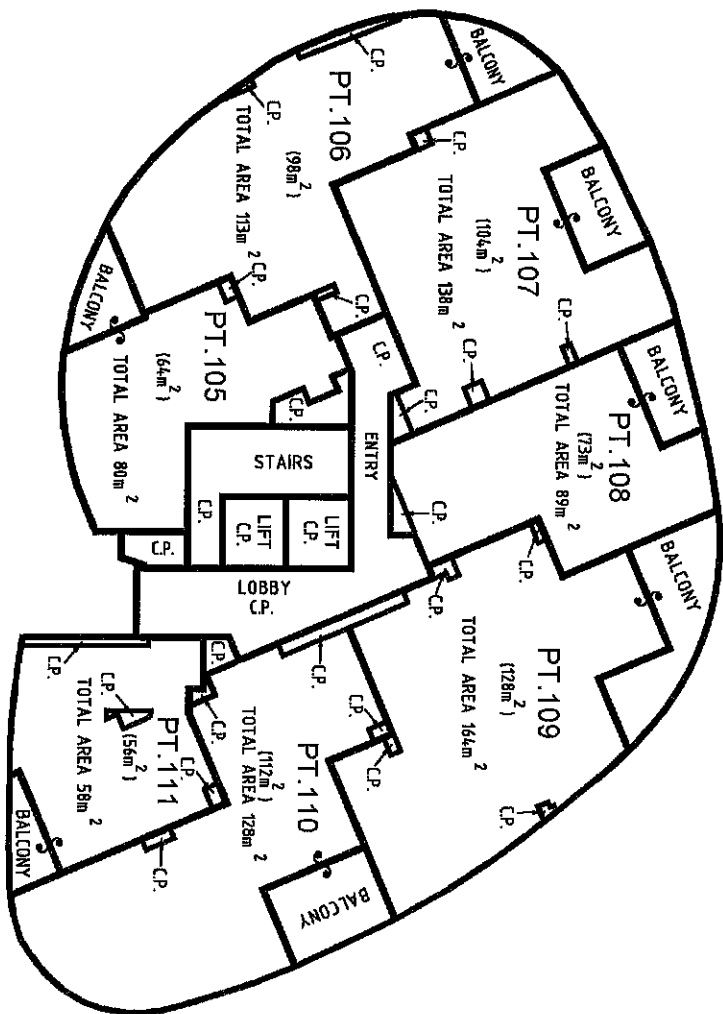
Lengths are in metres. Reduction Ratio 1:200

Registered

16.3.2017

SP94454

LEVEL 14



M.G.A.

FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN
C.P. DENOTES COMMON PROPERTY
ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY

THE STRATUM DE A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

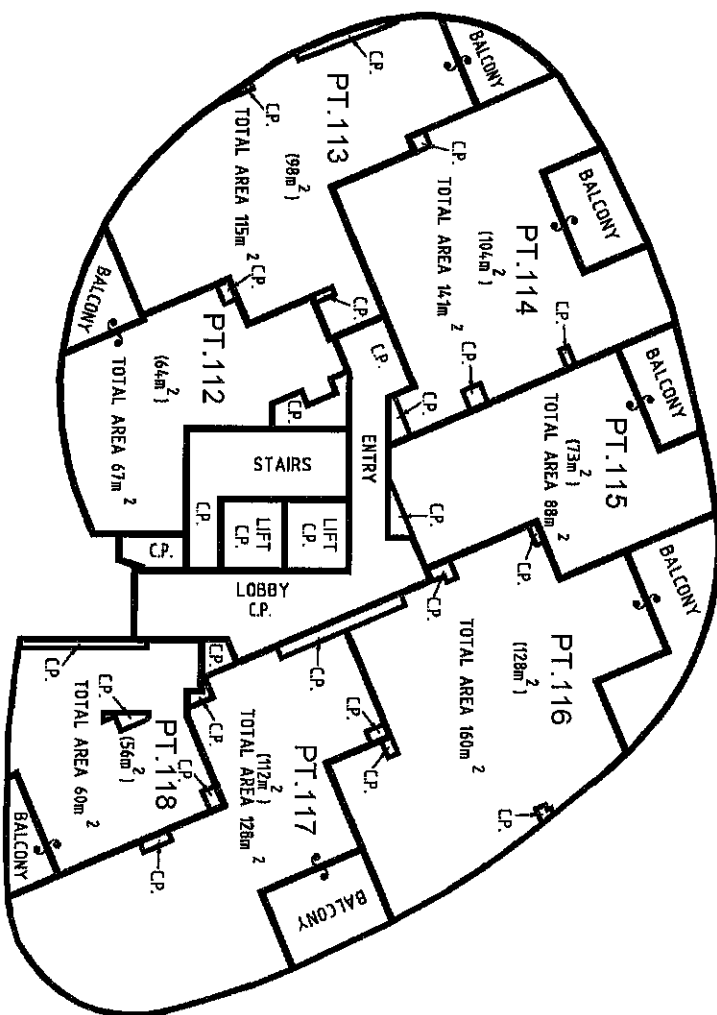
Surveyor: DAVID JOHN TREMAN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1:200



Registered
16.3.2017

SP94454

LEVEL 15



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
 HAVE BEEN SHOWN
 C.P. DENOTES COMMON PROPERTY
 ALL AREAS ARE APPROXIMATE AND ARE SHOWN
 FOR THE PURPOSE OF THE STRATA SCHEMES
 DEVELOPMENT ACT 2015 ONLY
 THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
 OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
 HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400	410	420	430	440	450	460	470	480	490	500	510	520	530	540	550	560	570	580	590	600	610	620	630	640	650	660	670	680	690	700	710	720	730	740	750	760	770	780	790	800	810	820	830	840	850	860	870	880	890	900	910	920	930	940	950	960	970	980	990	1000
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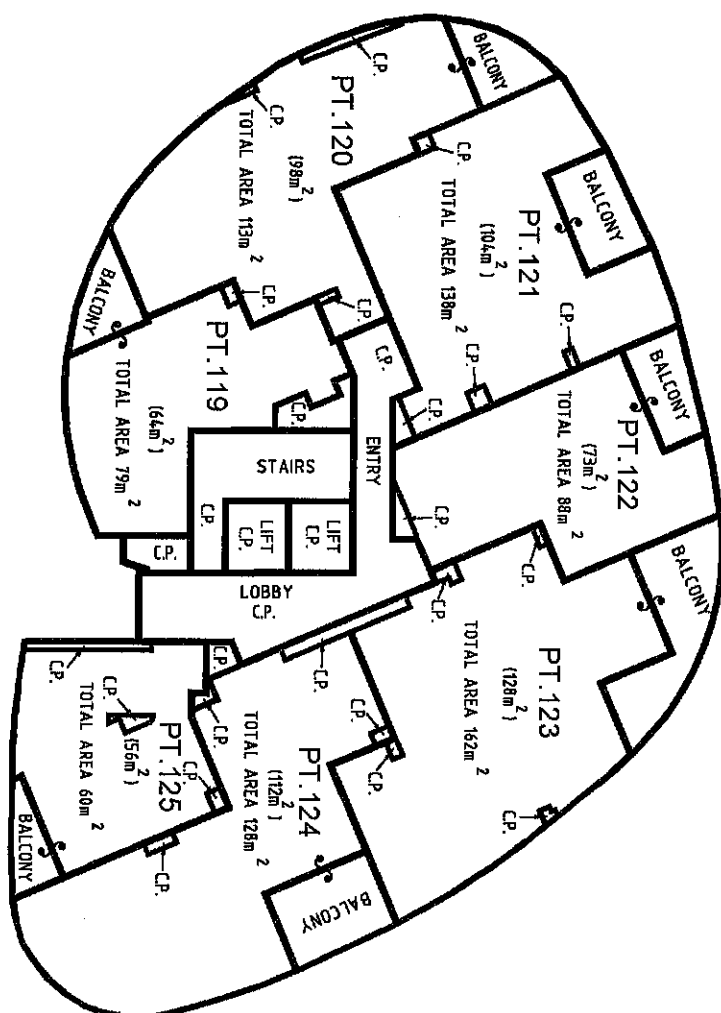
Surveyor: DAVID JOHN TREMAIN
 Surveyor's Ref: 50166 DT
 Subdivision No: SC464/17
 Lengths are in metres. Reduction Ratio 1:200



Registered
 16.3.2017

SP94454

LEVEL 16



M.G.A.


FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2005 ONLY

THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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Table of mm
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<p>Surveyor: DAVID JOHN TREMAN</p> <p>Surveyor's Ref: 50166 DT</p> <p>Subdivision No: SC464/17</p> <p>Lengths are in metres, Reduction Ratio 1:200</p>	<p>Registered</p> <p>16.3.2017</p> 	<p>SP94454</p>
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The floor plan of the second floor shows four main points of interest (PT. 126, PT. 127, PT. 128, PT. 129) and their associated areas. The plan includes various rooms and control points (CP).

- PT. 126:** Located in the upper left section. Total area is 168m². It includes a STAIRS area, an ENTRY area, and a LOBBY area. There are several CP locations marked.
- PT. 127:** Located in the upper right section. Total area is 177m². It includes a BALCONY area and several CP locations.
- PT. 128:** Located in the lower right section. Total area is 175m². It includes a BALCONY area and several CP locations.
- PT. 129:** Located in the lower left section. Total area is 122m². It includes a BALCONY area and several CP locations.

The plan also shows a central area with STAIRS, ENTRY, and LOBBY, and a large BALCONY area at the bottom. The total area for the entire floor is 202m².

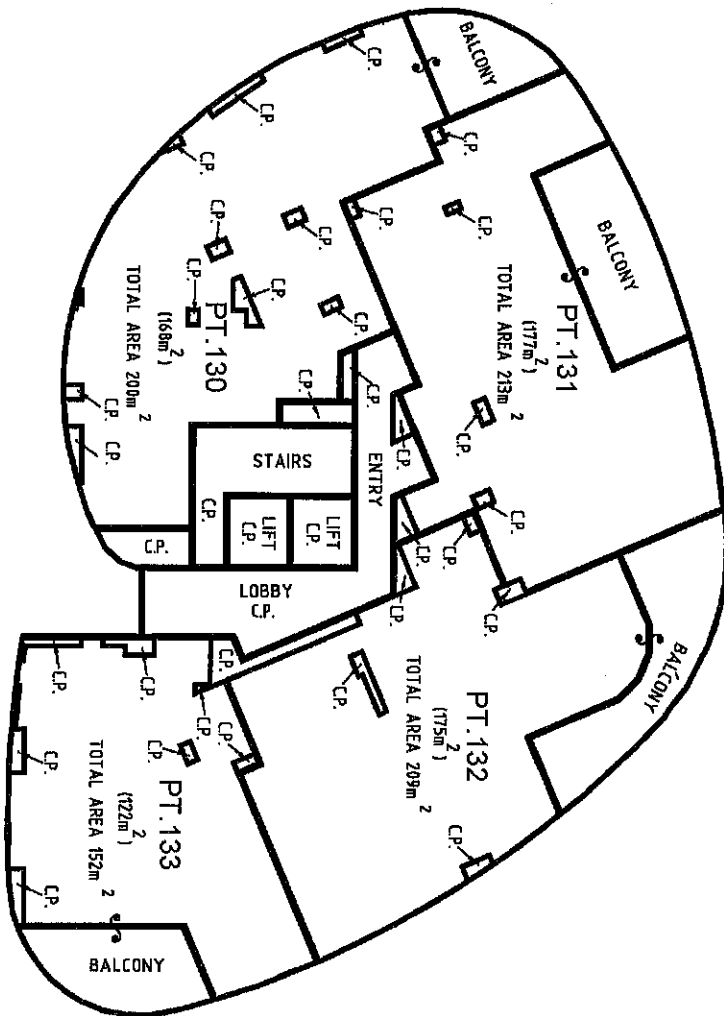
Surveyor: DAVID JOHN TREMAN
 Surveyor's Ref: 50166 DT
 Subdivision No: SC464/17
 Lengths are in metres. Reduction Ratio 1: 2000

Registered

16.3.2017

SP94454

LEVEL 18



FOR CLARITY NOT ALL COMMON PROPERTY DUCTS AND COLUMNS
HAVE BEEN SHOWN

C.P. DENOTES COMMON PROPERTY

ALL AREAS ARE APPROXIMATE AND ARE SHOWN
FOR THE PURPOSE OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015 ONLY


THE STRATUM OF A BALCONY EXTENDS TO A HEIGHT
OF 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE
HARDSTAND FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

Surveyor: DAVID JOHN TREHAIN
Surveyor's Ref: 50166 DT
Subdivision No: SC464/17
Lengths are in metres. Reduction Ratio 1: 200



Registered
16.3.2017

SP94454

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 10 sheet(s)	
Office Use Only			Office Use Only		
Registered:  16.3.2017			SP94454		
PLAN OF SUBDIVISION OF LOT 60 D.P. 1224264			LGA: WAVERLEY Locality: BONDI JUNCTION Parish: ALEXANDRIA County: CUMBERLAND		
This is a FREEHOLD Strata Scheme					
Address for Service of Documents 570 OXFORD STREET BONDI JUNCTION NSW 2022 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: *(see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I DAVID JOHN TREMAIN, of HARRISON FRIEDMANN & ASSOCIATES P/L, P.O. BOX 4025 KOGARAH BAY N.S.W. 2217, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^			Strata Certificate (Accredited Certifier) I <u>P.G. FRIEDMANN</u> being an Accredited Certifier, accreditation number <u>0129</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.		
Signature: <u>David Tremain</u> Date: 13/02/2017 Surveyor ID: 2117 Surveyor's Reference: 50166DT ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Certificate Reference: <u>SC 464/17</u> Relevant Planning Approval No.: <u>CDC 228/17</u> issued by: <u>P.G. FRIEDMANN</u> Signature: <u>P.G. Friedmann</u> Date: <u>14/2/2017</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if Inapplicable Surveyor's Reference: 50166DT					

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

VALUER'S CERTIFICATE

I, GREGORY PARSONS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:

G. Parsons

Date

08/02/2017

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	43	17	41	33	48
2	55	18	40	34	45
3	45	19	45	35	43
4	45	20	64	36	63
5	42	21	46	37	40
6	40	22	47	38	43
7	40	23	44	39	41
8	44	24	43	40	41
9	63	25	62	41	65
10	46	26	40	42	48
11	47	27	43	43	49
12	44	28	41	44	46
13	42	29	40	45	44
14	62	30	46	46	63
15	40	31	65	47	41
16	43	32	47	48	44

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

VALUER'S CERTIFICATE

I, GREGORY PARSONS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: G. Parsons Date 08/02/2017

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
49	42	65	87	81	103
50	52	66	54	82	76
51	84	67	103	83	44
52	53	68	75	84	45
53	101	69	44	85	78
54	70	70	45	86	89
55	43	71	78	87	55
56	44	72	88	88	104
57	77	73	54	89	76
58	87	74	103	90	45
59	53	75	75	91	46
60	102	76	44	92	79
61	75	77	45	93	89
62	43	78	78	94	55
63	44	79	88	95	104
64	77	80	54	96	76

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

VALUER'S CERTIFICATE

I, GREGORY PARSONS being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: G.P. Parsons Date 08/02/2017

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
97	45	113	89	129	107
98	46	114	102	130	199
99	85	115	57	131	253
100	99	116	117	132	246
101	56	117	85	133	125
102	110	118	50	134	125
103	82	119	54	135	105
104	46	120	91	136	265
105	52	121	104	137	120
106	87	122	58	AGGREGATE	10000
107	101	123	120		
108	56	124	87		
109	114	125	51		
110	83	126	189		
111	46	127	229		
112	53	128	226		

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

Pursuant to Section 88E of the Conveyancing Act 1919 and Section 7 (3) of the Strata Schemes (Freehold Development) Act 1979 it is intended to create:

- 2015
- (1) Restriction on the Use of Land
 - (2) Restriction on the Use of Land
 - (3) Restriction on the Use of Land

Signatories

SIGNED for BOLSIDE PTY LIMITED)
(ACN 003 416 144) by its duly authorised)
Attorney under Power of Attorney Book:)
4644 No: 931 who warrants that the Power)
of Attorney has not been revoked:)

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills, NSW 2153

Address of Witness

Signature of Attorney

Christopher Herbert

Name of Attorney

SIGNED for PEAT CHEON NOMINEES)
PTY LIMITED (ACN 001 613 430) by its)
duly authorised Attorney under Power of)
Attorney Book: 4644 No: 931 who warrants)
that the Power of Attorney has not been)
revoked:)

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills, NSW 2153

Address of Witness

Signature of Attorney

NIAU CHANG

Name of Attorney

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 6 of 10 sheet(s)

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Registered:



16.3.2017

SP94454

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- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

Signatories (Cont'd)

SIGNED for **HOLLYWOOD INVESTMENTS PTY LIMITED** (ACN 090 528 493) by its duly authorised Attorney under Power of Attorney Book: 4644 No: 931 who warrants that the Power of Attorney has not been revoked:

)
)
)
)
)
)

Signature of Attorney

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153

Address of Witness

NIAN CHANG

Name of Attorney

SIGNED for **URSULA ELEONORE ARONEY** by her duly authorised Attorney under Power of Attorney Book: 4642 No: 854 who warrants that the Power of Attorney has not been revoked:

)
)
)
)
)

Signature of Attorney

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153

Address of Witness

JANET ARONEY

Name of Attorney

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 7 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:  16.3.2017

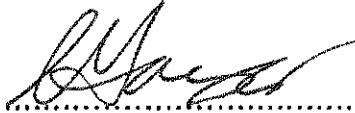
SP94454

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

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Signatories (Cont'd)

SIGNED for JACOB SPIROS)
CASSIMATIS by his duly authorised)
Attorney under Power of Attorney Book:)
4642 No: 854 who warrants that the Power)
of Attorney has not been revoked:)



Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153

Address of Witness




Signature of Attorney

JAMES ARONEY

Name of Attorney

SIGNED for TINA CASS by her duly)
authorised Attorney under Power of)
Attorney Book: 4642 No: 854 who warrants)
that the Power of Attorney has not been)
revoked:)



Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153

Address of Witness



Signature of Attorney

JAMES ARONEY

Name of Attorney

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 8 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:  16.3.2017

SP94454

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- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Signatories (Cont'd)

SIGNED for PAULA CASSIMATIS)
KALLIGEROS by her duly authorised)
Attorney under Power of Attorney Book:)
4647 No: 320 who warrants that the Power)
of Attorney has not been revoked:)



Signature of Witness



Signature of Attorney

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills, NSW 2153

Address of Witness

JAMES ARONEY

Name of Attorney

SIGNED in my presence by)
JAMES ARONEY)
who is personally known to me)



Signature of Witness



Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills, NSW 2153

Address of Witness

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 9 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

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- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

Signatories (Cont'd)

SIGNED for EMANUEL ARONEY by his)
duly authorised Attorney under Power of)
Attorney Book: 4642 No: 854 who warrants)
that the Power of Attorney has not been)
revoked:)

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153.

Address of Witness

Signature of Attorney

JAMES ARONEY

Name of Attorney

SIGNED in my presence by
RENATO GIACCO
who is personally known to me

Signature of Witness

Leigh Manser

Name of Witness

Ground Floor, 21 Solent Circuit

Baulkham Hills NSW 2153

Address of Witness

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 10 of 10 sheet(s)

Office Use Only

Office Use Only

Registered:



16.3.2017

SP94454

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- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

Signatories (Cont'd)

Execution by Mortgagee

Executed for and on behalf of

Australla and New Zealand Banking Group Limited

ABN 11 005 357 522

under Power of Attorney dated 18th November 2002

and registered in New South Wales

Book: 4376 Folio: 410 by

Signature of Attorney

In the presence of

Signature of Witness

ADAM MATKOVICH

certifies that he/she is a

for Manager / Manager

and he/she has not received

notice of revocation of that Power.

TRISTAN TAM

Print name of Witness

18/242 Pitt Street

SYDNEY NSW 2000

Address of Witness

97-11R



REQUEST

Real Property Act 1900



0
931745 B

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

50/788523

(C) **REGISTERED DEALING**
If applicable.

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
556X	ROADS & TRAFFIC AUTHORITY DX 13 SYDNEY PHONE: (02) 218 6476 REFERENCE (max 15 characters): F7/499.159;1	R

(E) **APPLICANT**

ROADS & TRAFFIC AUTHORITY

(F) **REQUEST**

Application to note
RESTRICTION ON THE USE OF LAND
Section 88D(3) Conveyancing Act 1919

THE APPLICANT, being the Registered Proprietor of the above land, applies to have a recording made in the Register of a Restriction on the Use of Land which affects the land referred to above. The terms of the Restriction are set out in the order dated 14 February 1996 a true copy of which is set out over.

I certify that no person or corporation has acquired an interest in the above land.

CHECKED BY (office use only)

4/6

**THIS IS THE ORDER REFERRED TO IN THE APPLICATION TO NOTE RESTRICTION ON THE
USE OF LAND UNDER SECTION 88D(3) CONVEYANCING ACT, 1919.**

CONVEYANCING ACT 1919

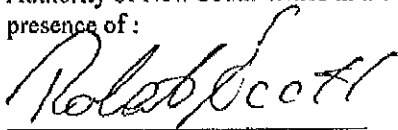
ORDER - SECTION 88D(2) OF

CONVEYANCING ACT, 1919

1. The Roads and Traffic Authority of New South Wales is the prescribed authority for the purposes of this Order.
2. (a) that the land described in Schedule 1 hereto will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the land described in Schedule 2 hereto or to or from any part of the road constructed or to be constructed over the land described in Schedule 2 hereto without the prior written consent of the prescribed authority (which consent may at any time be revoked by the prescribed authority in its absolute discretion),
(b) that no means of access or route to or from any part of the land described in Schedule 2 hereto or to or from the road constructed or to be constructed over the land described in Schedule 2 hereto will at any time hereafter (without such consent as aforesaid being first had and obtained and which consent may be revoked as aforesaid) be opened constructed formed or laid out in over or upon the land described in Schedule 1 hereto or any part thereof and any means of access or route must be forthwith closed upon the prescribed authority revoking the consent as aforesaid.

Dated at Sydney this 14th day of February 1996.

SIGNED by
the delegate of the Roads and Traffic
Authority of New South Wales in the
presence of:



Witness J.P. 8500021



EXECUTED BY THE MANAGER PROPERTY ASSETS
PURSUANT TO DELEGATIONS BOOK 4008 No. 009
AND BOOK 4117 No. 182.

DESCRIPTION OF LAND LAND REFERRED TO

SCHEDULE 1

ALL THAT piece or parcel of land situate in Woollahra Municipal Council Area, Parish of Alexandria and County of Cumberland being the whole of the land comprised within Certificate of Title 50/788523 and shown as Lot 50, Deposited Plan 788523 which is also numbered 0172 499 SS 0184 at the Roads and Traffic Authority. The land is in the possession of the Roads and Traffic Authority.

SCHEDULE 2

ALL THAT piece or parcel of land situate in Woollahra Municipal Council Area, Parish of Alexandria and County of Cumberland being the whole of the land comprised within Certificate of Title 51/788523 and shown as Lot 51, Deposited Plan 788523 which is also numbered 0172 499 SS 0184 at the Roads and Traffic Authority. The land is in the possession of the Roads and Traffic Authority.

(G)

STANDARD EXECUTION

0

931745

Certified correct for the purposes of the Real Property Act 1900.

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

DATE 14 February 1996

Robert Scott

Signature of Witness

ROBERT SCOTT

Name of Witness (BLOCK LETTERS)

12.T.A. - JUSTICE OF THE PEACE

Address of Witness

8500021

[Signature]

Signature of Applicant

EXECUTED BY THE MANAGER PROPERTY ASSETS
PURSUANT TO DELEGATIONS BOOK 4008 No. 809
AND BOOK 4117 No. 182.

EXECUTION INCLUDING STATUTORY DECLARATION

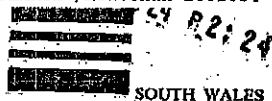
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of on 19 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant



0595083

OFFICIAL USE ONLY

3-1-X

REAL PROPERTY ACT, 1900

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

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

hereinafter referred to as the TRANSFEROR

(b) If a joint estate exists on
in fee simple and ade
appropriate estate,

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

in the land hereinafter described, subject to the following encumbrances and interests:

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

(a) Covenant in Transfer G451505.
Cross Easements by Transfer G451505.
~~Lease Number T800752~~

In consideration of Six thousand two hundred dollars

is 6,200.00

(4) Insert appropriate words, if desired. This space may be used in the case of a training by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by or

THE COMMISSIONER FOR MAIN ROADS

hereby transfers to

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

THE COMMISSIONER FOR MAIN ROADS,
309 CASTLENEATH STREET,
SYDNEY, N.S.W. 2000.

hereinafter referred to as the TRANSFEREE

an estate in fee simple¹⁰

in the land described in the following schedule

(Insert lot and plan number,
portion &c. See also
Sections 327 and 327AA
Local Government Act,
1919.

Reference to title		Whole or Part	Description of land if part only ⁶	County	Parish
Volume	Folio				
7157	145	Part	being Lot 2 in Deposited Plan 589522	Cumberland	Alexandria

N 10:19

442-4

RULE UP ALL BLANKS

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Municipality of Woollahra and so as to bind the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

As there is no other document, restrictive covenants intended to be included, and restrictive covenants must comply with section 88 of the Conveyancing Act, 1919, if the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding copy of the transfer and other papers of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

ALBERT G. KENCH & SON
Solicitors

COLIN T. KENCH
COMMISSIONER FOR AFFIDAVITS

D.X. 851

OUR REF RG/SC

Mercantile Mutual Building

10TH FLOOR.

117 Pitt Street
TEL. 232-6222

Sydney 31st January 1978.
N.S.W. 2000

Registrar General,
Queens' Square,
SYDNEY. N.S.W. 2000

Dear Sir,

Re: H.K. Lawrence sale to Department of Main Roads
Part 586 Oxford Street, Bondi

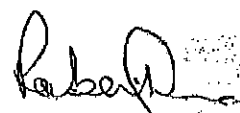
We act for Hilda Kathleen Lawrence the Registered Proprietor of Certificate of Title Volume 7157 Folio 145.

Our client has contracted to sell part of the land contained in the above mentioned Certificate of Title to the Department of Main Roads.

We note from another file of our clients that she has leased the remainder of the land contained in the above Certificate of Title and that the said Certificate of Title together with a Surrender of Existing Lease and new Lease documents have been lodged with the Department to allow registration the lead dealing number being Q257351.

We hereby direct and authorise you to allow the Department to use the above mentioned Certificate of Title to allow registration of the transfer from our client to the Department.

Yours faithfully,
ALBERT G. KENCH & SON


Robert Greig

Dated at Rydney this 15th day of February, 1978.

Witnessed and signed in my presence by the transferor who is personally known to me

Rony E. G. Jr.
Signature of witness

ROSLYN S. OTT
Name of witness (BLOCK LETTERS)

Justice of the Peace
Qualification of witness

Atk Lawrence
Transferor

10) Signed in my presence by the transferee who is personally known to me. DEPARTMENT OF MAIN ROADS
in the presence of:

¹¹Accepted and certified correct for the purposes of the Real Property Act, 1900.

[Signature]
Signature of witness


M. College

Name of witness (BLOCK LETTERS)

309 CASTLEGRAVE ST SYDNEY
Address of witness

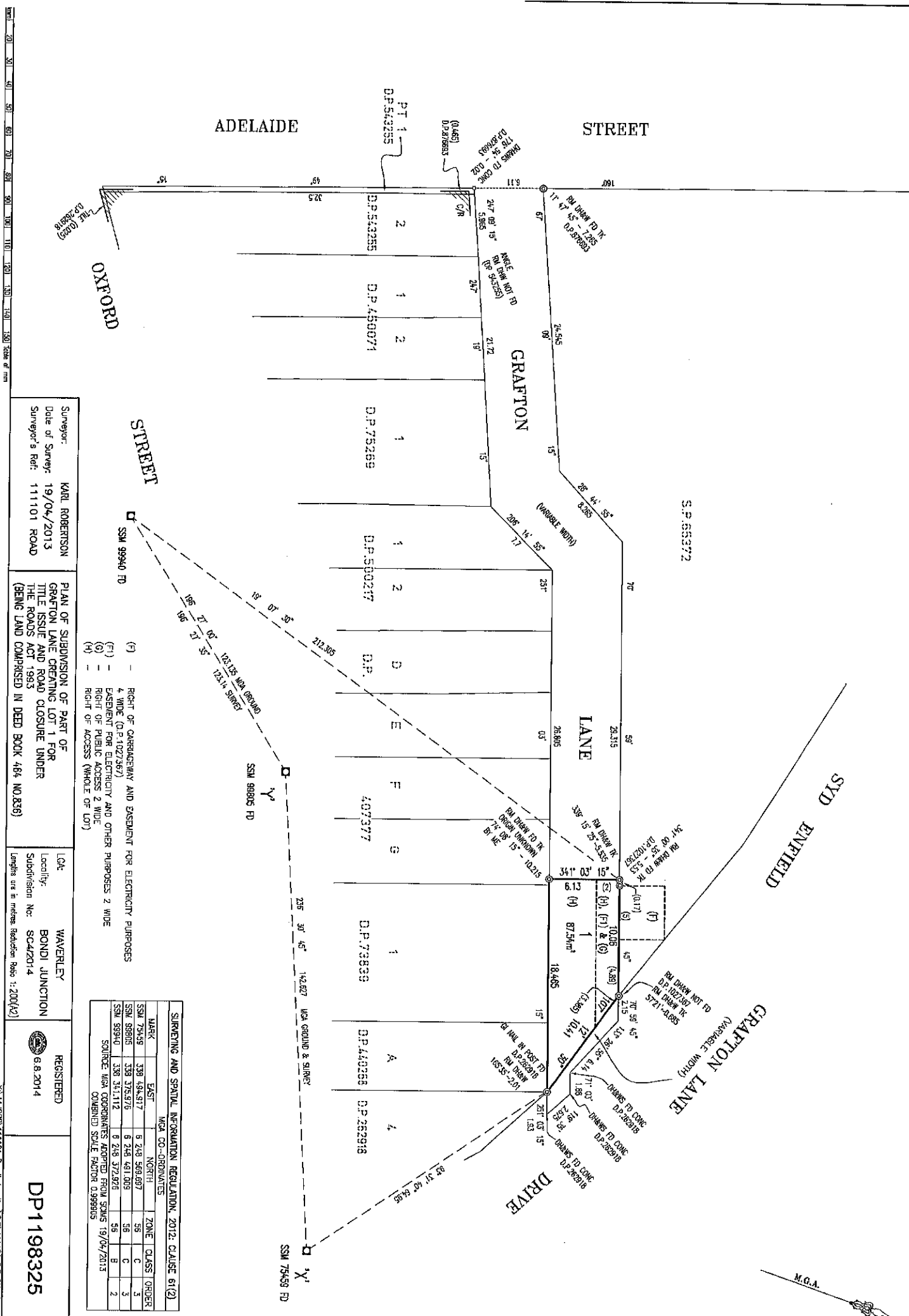
Libellula
Transferea

0595083

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>Transfer of Land</i>		Lodged by: DEPARTMENT OF MAIN ROADS, 309 CASTLEBRIDGE STREET, Address: SYDNEY, N.S.W. 2000. Papers Nos. L.P./L99.158 RMB:MM Phone No. 20933 Ext. 357	
Checked <i>OK</i>	REGISTERED 22-8-1978	Documents lodged herewith 1. <i>Letter to AP from Albert & Kenneth</i> 2. 3. 4.	
Passed <i>[Signature]</i>	<i>[Signature]</i> Registrar General 	Received Documents	
Signed <i>[Signature]</i>		Receiving Clerk	
SD		AUTHORITY FOR USE OF INSTRUMENT OF TITLE	
		Authority is hereby given for the use of _____ (Insert reference to certificate, plan or dealing) lodged in connection with _____ for the registration of this dealing and for delivery to _____ (BLOCK LETTERS) Signature _____ Name (BLOCK LETTERS) _____	
		MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the will/dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ the _____ day of _____ 19 _____ Signature of attorney _____ Signature of witness _____	
		CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. Signature _____ Name (BLOCK LETTERS) _____ Qualification _____	

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

(m) Not required where dealing attested in accordance with note (b) in other cases to be signed by one of the persons referred to in note (b).




DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  6.8.2014
Title System: OLD SYSTEM
Purpose: ROADS ACT 1993



DP1198325 S

PLAN OF SUBDIVISION OF PART OF
GRAFTON LANE CREATING LOT 1
FOR TITLE ISSUE AND ROAD
CLOSURE UNDER THE ROADS
ACT 1993 (BEING LAND COMPRISED IN
DEED BK 464 NO 836)

LGA: WAVERLEY
Locality: BONDI JUNCTION
Parish: ALEXANDRIA
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, BRET DAVIS (Authorised Officer) in
approving this plan certify that all necessary approvals in regard
to the allocation of the land shown herein have been given

Signature: B. Davis
Date: 17-JUNE-2014
File Number: 11/12810
Office: NEWCASTLE

Surveying Certificate

I, KARL ROBERTSON
of Denny Linker & Co
a surveyor registered under the *Surveying and Spatial Information*
Act 2002, certify that

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation, 2012, is accurate
and the survey was completed on: 19.04.2013

~~*(b) The part of the land shown in the plan (being "excluding")~~
~~was surveyed in accordance with the Surveying and Spatial~~
~~information Regulation 2012, is accurate and the survey was~~
~~completed on, the part not surveyed was~~
~~compiled in accordance with that Regulation.~~

~~*(c) The land shown in this plan was compiled in accordance with the~~
~~Surveying and Spatial Information Regulation 2012.~~

Signature: K. Robertson Dated: 31/3/2014

Surveyor ID: 7835

Datum Line: X-Y

Type: *Urban/*Rural-

The terrain is *Level-Undulating / *Steep Mountainous-

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that is not
the subject of the survey.

Subdivision Certificate
I, MITCHELL REID
*Authorised Person/*General Manager/*accredited Certifier, certify
that the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: M. Reid
Accreditation no:
Consent/Authority: WAVERLEY COUNCIL
Date of Endorsement: 28 APRIL 2014
Subdivision Certificate no: SC 4/2014
File no:

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and
drainage easements

IT IS INTENDED TO CLOSE THE ROAD SHOWN
AS LOT 1.

Plans used in the preparation of survey/compilation-

D.P.262918
D.P.440268
D.P.407377
D.P.500217
D.P.75269
D.P.450071
D.P.543255
D.P.876693
D.P.1027367

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

SURVEYORS REFERENCE: 111101 ROAD

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  6.8.2014

Office Use Only

Office Use Only

DP1198325

PLAN OF SUBDIVISION OF PART OF
GRAFTON LANE CREATING LOT 1
FOR TITLE ISSUE AND ROAD
CLOSURE UNDER THE ROADS
ACT 1993 (BEING LAND COMPRISED IN
DEED BK 464 NO 836)

Subdivision Certificate No: SC 4/2014

Date of Endorsement: 28 APRIL 2014

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

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

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	NA	NA	NA	BONDI JUNCTION

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 WIDE.
2. RIGHT OF PUBLIC ACCESS 2 WIDE
3. RIGHT OF ACCESS (WHOLE OF LOT)

SIGNED SEALED AND DELIVERED

for and on behalf of Ausgrid

by TREVOR MARK ARMSTRONG

its duly constituted Attorney pursuant

to Power of Attorney registered

Book 4641 No. 639


Attorney


Witness


GREG WORNER

MANAGER BUSINESS, SERVICES & PROPERTY DIVISION
WAVERLEY COUNCIL

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 111101 ROAD

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



6.8.2014

DP1198325

PLAN OF SUBDIVISION OF PART OF
GRAFTON LANE CREATING LOT 1
FOR TITLE ISSUE AND ROAD
CLOSURE UNDER THE ROADS
ACT 1993 (BEING LAND COMPRISED IN
DEED BK 464 NO 836)

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

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

Subdivision Certificate No: SC 4/2014

Date of Endorsement: 28 APRIL 2014

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 111101 ROAD

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



DP1198325 B

(Sheet 1 of 7 sheets)

Plan for Part of Grafton Lane to be closed under the Roads Act 1993 and easement for electricity and other purposes covered by Council's Subdivision Certificate No. SC-4/2014

Full name and address of the owner of the land:

Waverley Council ABN 12 502 583 608 of Cnr Paul Street & Bondi Road, Bondi Junction NSW 2022; Ursula Eleonore Aroney of 5 Olphert Avenue, Vaucluse NSW 2030; Jacob Spiros Cassimatis of 1/14 Alfred Street, Ramsgate Beach NSW 2217; Tina Cass of 3 Warrego Avenue, Sylvania Waters NSW 2224; Paula Cassimatis Kalligeros of Goudianika, Kythera 8100, Greece; James Aroney of 1 Burrabirra Avenue, Vaucluse NSW 2030; Emanuel Aroney of 1/17 Macdonald Street, Vaucluse NSW 2030 and Natalina Giacco of 39 Hardy Street, Dover Heights NSW, 2030

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for electricity and other purposes 2 wide	1	Ausgrid ABN 67 505 337 385 570 George Street Sydney NSW 2000
2	Right of public access 2 wide	1	Waverley Council
3	Right of access (whole of lot)	1	1/73839A, 1/73839B and A/440268

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

DP1198325

(Sheet 2 of 7 sheets)

Part 2

Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

An easement is created on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of persons empowered to release, vary or modify easement numbered 1 in the plan:

Ausgrid

Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.

1. Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass on foot at all times and for all purposes, with or without animals, over the easement site within the land indicated herein as the servient tenement. Such rights are at no cost and without any obligation as to maintenance or repair of the easement site nor insurance against public liability for the intended purpose of the easement, which obligations and responsibilities shall be those of the owner of the servient tenement.
2. The public is authorised by the public body in whose favour this easement is created pursuant to the terms of 1. above.

Name of persons empowered to release, vary or modify easement numbered 2 in the plan:

Waverley Council

Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.

Terms of right of access (whole of lot) as per Part 1 of Schedule 8 of the Conveyancing Act 1919 together with the following addition:

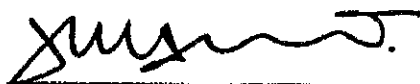
1. The easement is a temporary right which must be removed upon consolidation of the benefited lots with, among other lots, Lots D, E, F and G in DP 407377.

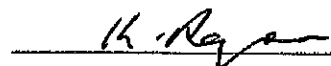
Instrument setting out terms of Easements or Profit à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919.

DP1198325

(Sheet 3 of 7 sheets)

Executed for an on behalf of)
AUSGRID by)
TREVOR MARK ARMSTRONG)
its duly constituted Attorney pursuant to)
Power of Attorney registered - Book: 4641)
- No.: 639 in the presence of:)


Attorney



Witness


KATHRYN ANN RAYNER

Name of Witness
570 George Street
Sydney NSW 2000

Executed for and on behalf of WAVERLEY
COUNCIL on 9 May 2014
by affixing the Common Seal pursuant to a
resolution passed at a duly convened
meeting held on 18th June 2013:




Athanasios (Arthur) Kyron
General Manager


Sally Betts
Mayor