

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 126137499	NSW DAN:
vendor's agent	Infinity Property 38/112 McEvoy Street, Alexandria, NSW, 2015, AU		Phone: 0468 573 623 Fax:
co-agent			Ref: Robin Gairhe
vendor	RUTH OH		
vendor's solicitor	Conveyancing.com.au GPO Box 141 Sydney NSW 2001		Phone: 1300 932 738 Fax: 02 8917 2001
date for completion	42 days after the contract date	(clause 15)	Email: cathalina.medina@conveyancing.com.au
land	309/21 GROSVENOR STREET NEUTRAL BAY NSW 2089 (Address, plan details and title reference)		
	LOT 67 & 44 IN STRATA PLAN 82955 67/SP82955 and 44/SP82955		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

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

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**land tax** is adjustable

☒ NO ☐ yes

**GST: Taxable supply**

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*  
(residential withholding payment)

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

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

**GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b> <input checked="" type="checkbox"/> 60 Power of Attorney
<b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Wellman Strata

02 80656575

Level 10, 234 George Street Sydney NSW 2000

Info@wellmanstrata.com.au



## CERTIFICATE

### Section 66W Conveyancing Act 1919

#### Definitions

Name of Seller: Ruth Oh

“the Seller”

Address of Property: 309/21 Grosvenor Street, Neutral Bay, NSW, 2089

“the Property”

Name of Buyer(s) or  
Officer of the Company where  
the Buyer is a Corporation

“the Buyer”

I, \_\_\_\_\_ certify as follows

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to the Contract for Sale of the Property from the Seller to the Buyer in order that there is no cooling off period in relation to that Contract.
3. I do not act for the Seller and am not employed in the legal practice of a Solicitor acting for the Seller nor am I a member or employee of a firm of which the Solicitor acting for the Seller is a member or employee.
4. I have explained to the Buyer:
  - a. The effect of the Contract for Sale of the Property;
  - b. The nature of this Certificate;
  - c. That the effect of giving this Certificate to the Seller means there is no cooling off period in relation to the Contract for Sale.

DATED:

.....  
Signature of Solicitor/Barrister

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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 <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.



- 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development 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 s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do 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 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

## SPECIAL CONDITIONS

**VENDOR:** RUTH OH

**PURCHASER:**

**PROPERTY:** 309/21 GROSVENOR STREET, NEUTRAL BAY, NSW, 2089

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### 33. DEATH, INCAPACITY AND BANKRUPTCY

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33.1 If either party (or if a party consists of more than one person, any one of those persons) before Completion:

- (a) dies or loses legal capacity;
- (b) is declared bankrupt;
- (c) enters into any scheme of arrangement for the benefit of creditors;
- (d) has a petition for the winding up of that party presented;
- (e) enters into any scheme or arrangement under the Corporations Law; or
- (f) has a liquidator, receiver or official manager appointed in respect of that party,

either party may rescind this Contract by notice in writing to the other party and the provisions of clause 19 apply.

### 34. AMENDMENTS TO STANDARD PRINTED PROVISIONS

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34.1 The printed clauses are amended by:

- (a) **Clause 2.2** – deleting “*Normally*” at the beginning of the clause;
- (b) **Clause 3.10.1** – deleting the word “*normally*” at the beginning of the clause;
- (c) **Clause 7.1.1** – deleting “5%” and replacing it with “1%” where it appears;
- (d) **Clauses 7.2.1, 7.2.2 and 7.2.5** – deleting these clauses;
- (e) **Clause 8.2.2** – deleting this clause;
- (f) **Clause 8.2.3** – deleting the words “*a reasonable adjustment*” and inserting instead “*the agreed occupation fee (or if no fee has been agreed, a reasonable occupation fee)*”;
- (g) **Clause 10.1** – inserting the words “*or delay completion*” after the word “*requisition*”;

- (h) **Clauses 10.1.8 and 10.1.9** - deleting the word “*substance*” and replacing it with “*existence*” where appearing;
- (i) **Clause 14.4.2** – deleting this clause;
- (j) **Clause 17.3** – deleting the words “*or after*” where used;
- (k) **Clause 18.8** – inserting a new clause 18.8 as follows:

*“The buyer cannot make an objection, requisition or claim after entering into possession.”*
- (l) **Clause 19.3** – inserting a new clause 19.3 as follows:

*“Despite clause 19.2.3, the buyer’s only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulation 2022 is the remedy prescribed by that regulation.”*
- (m) **Clauses 23.13 and 23.14** are deleted and the Seller relies on clause 23.15.

## **35. NO WARRANTIES OR REPRESENTATIONS**

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- 35.1 The property is sold in its present condition and the Buyer acknowledges that it buys the Property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Seller.
- 35.2 Without limiting the generality of clause 35.1, any warranties by or on behalf of the Seller, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are expressly negated.
- 35.3 The Buyer is purchasing the property together with the appurtenances thereto as a result of the Buyer's own inspection and in its present condition and state of repair and subject to any infestation, dilapidation, compliance or non-compliance (in any regard), fault or defect both latent and patent and the buyer shall not be entitled to require the seller to undertake any work to the property whatsoever;
- 35.4 The Buyer acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Seller or any person on behalf of the Seller except such as is expressly contained in this contract;
- 35.5 The Buyer may not make any objection, requisition or claim for any compensation or delay completion in respect to any matter disclosed or referred to in any document attached and forming part of this contract;

35.6 The Buyer acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay completion nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters:

- (a) the nature, location, availability or non-availability of any such services;
- (b) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
- (c) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
- (d) any defects in such installations and services;
- (e) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;
- (f) any rainwater downpipe being connected to the sewer;
- (g) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this clause 35 either to and/or passing over or through the subject property and/or any adjoining property.

### **36. VENDOR'S AGENT**

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The Buyer warrants that it was introduced to the property by the agent first named in this contract (if any) and by no other agent. The Buyer indemnifies the Seller against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Seller in relation to such claim. The benefit of this clause shall not merge on completion but shall continue for the benefit of the Seller.

### **37. NOTICE TO COMPLETE**

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37.1 The parties agree that 14 days' notice shall be sufficient time for the giving of a notice to complete this Contract and making time of the essence of this contract at the date of expiry of such notice.

37.2 It is an essential term of this contract that if the Seller serves upon the Buyer a Notice to Complete, the Buyer shall pay to the Seller on completion \$330.00 (inclusive of GST) to cover the Seller's legal costs and associated expenses incurred in the preparation and service of a Notice to Complete.

### **38. INTEREST FOR LATE COMPLETION**

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It is an essential term of this Contract that if completion does not take place on or by the completion date, then the Buyer shall pay to the Seller on completion, in addition to the balance of purchase monies and any other monies payable to the Seller, interest on the balance of purchase monies calculated at the rate of 8% per annum computed calculated on a daily basis from the Completion Date up to and including the actual date of completion (but not including any period for which the Seller was responsible for completion not occurring).

### **39. DEFAULT FEES – SIMULTANEOUS SETTLEMENT**

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It is an essential term of this contract that if settlement does not take place on or by the completion date, or is cancelled after appropriate arrangements have been made, due to the buyer and/or their mortgagee and through no fault of the seller, the buyer must pay an additional \$165.00 (GST inclusive) on settlement to the seller to cover the seller's legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

In the event that the seller is purchasing a property which is due to settle simultaneously with this contract, and the buyer defaults on completion through no fault of the seller, then the buyer will also be liable to cover the following losses and expenses incurred by the seller as a result of the seller being unable to complete their simultaneous purchase:

- a) All costs associated with obtaining bridging finance to complete the Seller's purchase of another property, and interest charged on such bridging finance;
- b) Interest payable by the seller under any existing mortgage over the property calculated from original completion date;
- c) Accommodation expenses necessarily incurred by the seller;
- d) Penalties payable by the seller to a third party through any delay in completion of the seller's purchase.

### **40. SEVERABILITY**

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If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.

#### **41. INCONSISTENCY**

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In the event of any inconsistency between these additional clauses and the printed conditions of the Contract, these additional conditions shall prevail to the extent of such inconsistency.

#### **42. CLAIM FOR COMPENSATION**

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Notwithstanding anything to the contrary herein contained, the Seller and the Buyer agree that any claim by the Buyer for compensation whether under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the Contract.

#### **43. BUILDING CERTIFICATE AND SURVEY**

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43.1 Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2022*, if the Buyer applies for a building certificate from the local council after the date of this contract and subsequently the council makes any of the following orders before completion:

- (a) a work order under any legislation (but not an upgrading or demolition order), the Buyer cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;
- (b) an order to not issue any building certificate; or
- (c) an order that certain building works are to be done before it will issue a building certificate;

then the Buyer shall not make any objection, requisition, claim for compensation, rescind, delay completion or require the Seller to comply with or undertake any building work mentioned above.

43.2 Should the Buyer become entitled to rescind this contract for the Seller's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2022*, the Seller shall also be entitled to rescind this contract provided such right is exercised before the Buyer has served a notice of rescission.

#### **44. REQUISITION ON TITLE**

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If the Buyer is or becomes entitled to make a requisition in accordance with clause 5.1, then the Buyer agrees to only make requisitions in the form attached to this Contract.

#### **45. NON-MERGER**

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Insofar as any printed clause or Special Condition of this contract confers rights or obligations on either party which continue after completion of this contract, then the Seller and the Buyer hereby declare and agree that such clause or Special Condition shall not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

#### **46. STATUTORY WARRANTY**

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- 46.1 Within seven (7) days of the Buyer discovering a breach of the Conveyancing Regulation, the Buyer must notify the Seller in writing of the breach.
- 46.2 If the Seller discovers or is advised by the Buyer of a breach of the Conveyancing Regulation, the Seller may serve a notice on the Buyer specifying the breach and indicating the Seller intends to rescind this contract if the Buyer does not waive its rights in relation to a breach within seven (7) days of the date of service of the Seller's notice.
- 46.3 If the Buyer does not serve a notice on the Seller waiving the breach within the time required by the Seller's notice, the Seller can rescind this contract.

#### **47. DEPOSIT**

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- 47.1 Notwithstanding any other provisions in this Contract;
- 47.2 If the Seller agrees to a partial payment of the deposit by the buyer on the contract date, the actual deposit payable by the buyer remains as the amount equal to 10% of the Purchase Price;
- 47.3 If the Contract is terminated by the Seller, the Seller is entitled to the partial deposit paid and to recover the remaining balance up 10% of the Purchase Price.

#### **48. EXTENSION OF COOLING-OFF PERIOD**

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- 48.1 If this Contract is subject to a cooling-off period, the Buyer agrees and acknowledges that in the event an extension of the cooling-off period beyond that agreed at the date of this Contract is required by the Buyer, then the Buyer will make an allowance in the sum of \$75.00 (inclusive of GST) in favour of the Seller's representative in recognition of fees associated with arranging the extension. This sum shall fall due and payable on completion, or in the event the Contract does not proceed, upon rescission whereby the Buyer authorises the Agent to release that sum to the Seller's Solicitor (in addition to any funds owed to the seller). This is an essential term of this Contract.



#### **49. GUARANTEE**

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If the Buyer is a corporation and is not a corporation listed on an Australian Stock Exchange then the director(s) of the Buyer shall contemporaneously with the making of this Contract enter into a personal guarantee in the form annexed below.

#### **50. CHRISTMAS AND NEW YEAR PERIOD**

---

- 50.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 22 December 2023, then both parties agree that completion of this Contract will be extended to 8 January (or the next business day) of the following calendar year. This will be referred to as the 'Blackout Period'.
- 50.2 Neither party may issue a notice to completion on the other party between 22 December in the current calendar year and 8 January of the following calendar year arising from or in connection with the failure to complete this Contract between the dates set out in this Special Condition.
- 50.3 If a Notice to Complete is issued prior to 22 December, both parties agree the Blackout Period days are not to be included in the 14 day calculation.
- 50.4 The parties agree that no interest under Special Condition 38 is to be charged on the days included in the Blackout Period.
- 50.5 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition.

## GUARANTEE

In consideration of the seller entering into this contract at the guarantor's request  
(insert names and addresses of guarantor(s):

(hereinafter referred to as "the guarantor") guarantees to the seller payment of all money payable by the buyer under this contract and performance of all of the buyer's other obligations under this contract.

- 1 The guarantor:
  - 1.1 indemnifies the seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the seller in connection with or arising from any breach or default by the buyer of its obligations under this contract; and
  - 1.2 must pay on demand any money due to the seller under this indemnity.
- 2 The guarantor is jointly and separately liable with the buyer to the seller for:
  - 2.1 the performance by the buyer of its obligations under this contract; and
  - 2.2 any damage incurred by the seller as a result of the buyer's failure to perform its obligations under this contract or the termination of this contract by the seller.
- 3 The guarantor must pay to the seller on written demand by the seller all expenses incurred by the seller in respect of the seller's exercise or attempted exercise of any right under this clause.
- 4 If the seller assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 5 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
  - 5.1 the granting of any time, waiver, covenant not to sue or other indulgence;
  - 5.2 the release or discharge of any person;
  - 5.3 an agreement, composition or compromise entered into by the seller, the buyer, the guarantor or any other person;
  - 5.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the seller by this contract, a statute, a Court or otherwise;
  - 5.5 payment to the seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - 5.6 the winding up of the buyer.
- 6 This guarantee binds the guarantor and the executors, administrators and assigns of the guarantor.

### EXECUTED as a Deed

Signed by \_\_\_\_\_ )  
(Guarantor) in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Print Witness Name*

Signed by \_\_\_\_\_ )  
(Guarantor) in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
*Director/Secretary*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Print Witness Name*

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Seller: Ruth Oh  
Buyer:  
Property: 309/21 Grosvenor Street, Neutral Bay, NSW, 2089  
Dated:

<p><b>Requisitions</b></p> <p><b>Possession &amp; Tenancies</b></p> <p>1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.</p> <p>2. Is anyone in adverse possession of the property or any part of it?</p> <p>3.</p> <p>(a) What are the nature and provisions of any tenancy or occupancy?</p> <p>(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.</p> <p>(c) Please specify any existing breaches.</p> <p>(d) All rent should be paid up to or beyond the date of completion.</p> <p>(e) Please provide details of any bond together with the Rental Bond Board's reference number.</p> <p>(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.</p> <p>4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the <i>Landlord and Tenant (Amendment) Act 1948</i>.)</p> <p>5. If the tenancy is subject to the <i>Residential Tenancies Act 1987</i>:</p> <p>(a) has either the seller or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?</p> <p>(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.</p> <p><b>Title</b></p> <p>6. Subject to the Contract, on completion the seller should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.</p> <p>7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the <i>Strata Titles (Management) Act 1996 (the Act)</i>.</p> <p>8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.</p> <p>9. When and where may the title documents be inspected?</p> <p>10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title unencumbered to the seller prior to completion.</p> <p><b>Adjustments</b></p> <p>11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.</p> <p>12. Is the seller liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:</p> <p>(a) to what year has a return been made?</p> <p>(b) what is the taxable value of the property for land tax purposes for the current year?</p> <p><b>Survey &amp; Building</b></p> <p>13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.</p> <p>14. Is the seller in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.</p> <p>15. In respect of the property and the common property:</p> <p>(a) Have the provisions of the <i>Local Government Act</i>, the <i>Environmental Planning and Assessment Act 1979</i> and their regulations been complied with?</p> <p>(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?</p> <p>(c) Has the seller a Final Occupation Certificate issued under the <i>Environmental Planning and Assessment Act 1979</i> for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.</p> <p>(d) In respect of any residential building work carried out in the last 7 years:</p> <p>(i) please identify the building work carried out;</p> <p>(ii) when was the building work completed?</p> <p>(iii) please state the builder's name and licence number;</p> <p>(iv) please provide details of insurance under the <i>Home Building Act 1989</i>.</p> <p>16. Has the seller (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?</p> <p>17. If a swimming pool is on the common property:</p> <p>(a) when did construction of the swimming pool commence?</p> <p>(b) is the swimming pool surrounded by a barrier which complies with the requirements of the <i>Swimming Pools Act 1992</i>?</p> <p>(c) if the swimming pool has been approved under the <i>Local Government Act 1993</i>, please provide details.</p> <p>(d) are there any outstanding notices or orders?</p> <p>18.</p> <p>(a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the buyer on completion.</p> <p>(b) Is the seller aware of any dispute regarding boundary or dividing fences or party walls?</p> <p>(c) Has the seller received any notice, claim or proceedings under the <i>Dividing Fences Act 1991</i> or the <i>Encroachment of Buildings Act 1922</i>?</p>
---

**Affections, Notices and Claims**

19. In respect of the property and the common property:

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

**Owners Corporation Management**

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

**Capacity**

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

**Requisitions & Transfer**

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 67/SP82955

SEARCH DATE	TIME	EDITION NO	DATE
7/11/2023	9:35 AM	4	8/9/2018

LAND

LOT 67 IN STRATA PLAN 82955  
AT NEUTRAL BAY  
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

RUTH OH (T AJ240568)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82955
- 2 SP82955 RESTRICTION ON USER (S.39 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973)
- 3 AJ240569 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



FOLIO: 44/SP82955

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SEARCH DATE	TIME	EDITION NO	DATE
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7/11/2023	9:34 AM	4	8/9/2018

LAND

----

LOT 44 IN STRATA PLAN 82955  
AT NEUTRAL BAY  
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

-----

RUTH OH (T AJ240568)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82955  
2 AJ240569 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82955

SEARCH DATE	TIME	EDITION NO	DATE
7/11/2023	1:06 PM	3	19/6/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82955  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEUTRAL BAY  
LOCAL GOVERNMENT AREA NORTH SYDNEY  
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP82955

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 82955  
ADDRESS FOR SERVICE OF DOCUMENTS:  
19-25 GROSVENOR STREET  
NEUTRAL BAY  
NSW 2089

SECOND SCHEDULE (18 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1144637 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE  
OF THE LAND ABOVE DESCRIBED
- 3 DP1144637 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE  
LAND ABOVE DESCRIBED
- 4 DP1144637 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND  
ABOVE DESCRIBED
- 5 DP1144637 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 6 DP1144637 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF  
THE LAND ABOVE DESCRIBED
- 7 DP1144637 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND  
ABOVE DESCRIBED
- 8 DP1144637 EASEMENT FOR ACCESS VARIABLE WIDTH (LIMITED IN  
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1144637 RIGHT TO USE LOADING DOCK 5.785 METRE(S) WIDE  
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE  
DESCRIBED
- 10 DP1144637 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 11 DP1144637 POSITIVE COVENANT
- 12 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP82955

PAGE 2

## SECOND SCHEDULE (18 NOTIFICATIONS) (CONTINUED)

- DESCRIBED IN THE TITLE DIAGRAM
- 13 AF175349 RIGHT OF WAY AFFECTING THE PART SHOWN IN LEASE  
AF175349. LEASE EXPIRES 31/10/2059. OPTION OF RENEWAL  
25 YEARS
- 14 AF175349 EASEMENT FOR ELECTRICITY WORKS AFFECTING THE PART  
SHOWN IN LEASE AF175349. LEASES EXPIRES 31/10/2059.  
OPTION OF RENEWAL 25 YEARS
- 15 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP82955
- 16 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP82955
- 17 AP329663 CONSOLIDATION OF REGISTERED BY-LAWS
- 18 AP329663 INITIAL PERIOD EXPIRED

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

## STRATA PLAN 82955

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 2906	2	- 2100	3	- 2686	4	- 2686
5	- 2100	6	- 2931	7	- 1673	8	- 1197
9	- 1197	10	- 1197	11	- 1294	12	- 1294
13	- 1197	14	- 1197	15	- 1197	16	- 1270
17	- 1026	18	- 940	19	- 940	20	- 940
21	- 1001	22	- 2931	23	- 2125	24	- 2808
25	- 2808	26	- 2149	27	- 3175	28	- 2931
29	- 2100	30	- 2808	31	- 2808	32	- 2149
33	- 2808	34	- 1258	35	- 1208	36	- 1208
37	- 1208	38	- 1208	39	- 1208	40	- 1661
41	- 1697	42	- 1197	43	- 977	44	- 977
45	- 2137	46	- 4764	47	- 4030	48	- 4276
49	- 4520	50	- 391	51	- 24	52	- 17
53	- 12	54	- 29	55	- 49	56	- 35
57	- 29	58	- 17	59	- 12	60	- 24
61	- 12	62	- 17	63	- 12	64	- 7
65	- 12	66	- 17	67	- 17	68	- 29
69	- 12	70	- 24	71	- 17	72	- 17
73	- 17	74	- 17	75	- 37	76	- 12
77	- 12	78	- 12	79	- 12	80	- 12
81	- 12	82	- 12	83	- 12	84	- 12
85	- 12	86	- 12	87	- 17	88	- 12
89	- 12	90	- 24	91	- 12	92	- 17
93	- 17	94	- 24	95	- 12	96	- 17
97	- 17	98	- 17	99	- 664		

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68731

PRINTED ON 7/11/2023



FOLIO: CP/SP82955

PAGE 3

NOTATIONS

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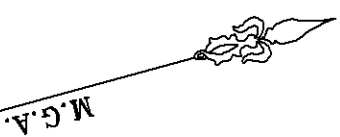
UNREGISTERED DEALINGS: NIL

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

68731

PRINTED ON 7/11/2023

E.FACE	-	DENOTES EAST FACE OF COLUMN
S	-	DENOTES STORAGE
W.FACE	-	DENOTES WEST FACE OF COLUMN



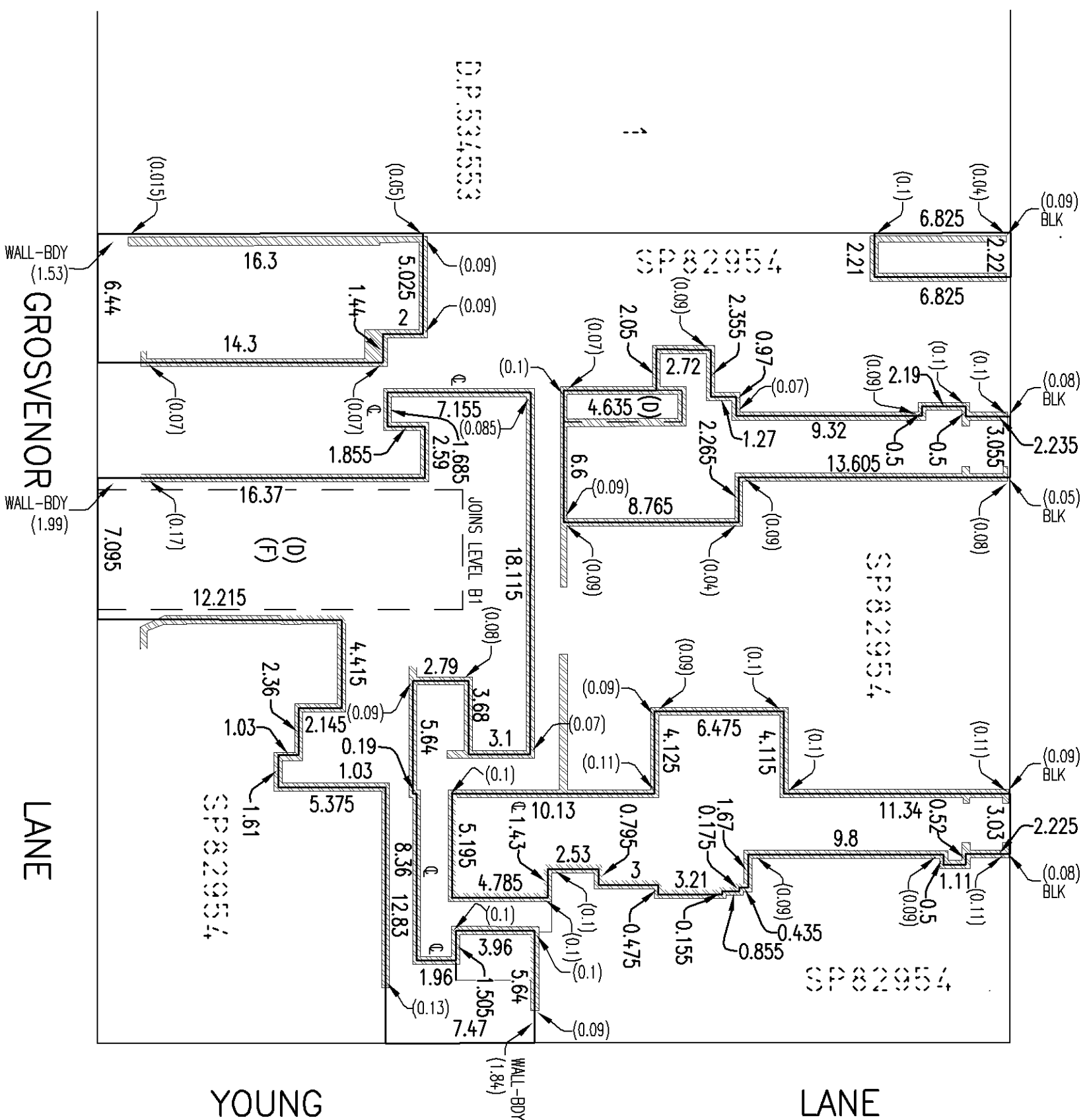
- SP82955

GROUND LEVEL

GROSVENOR

STREET

Q - DENOTES CENTRE OF WALL  
BLK - DENOTES FACE OF BLOCK WALL



M.G.A.

(D) - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE D.P.1144637)  
(F) - RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH (VIDE AF175349)

Surveyor: IVAN VICTOR STERLIGOV

REGISTERED

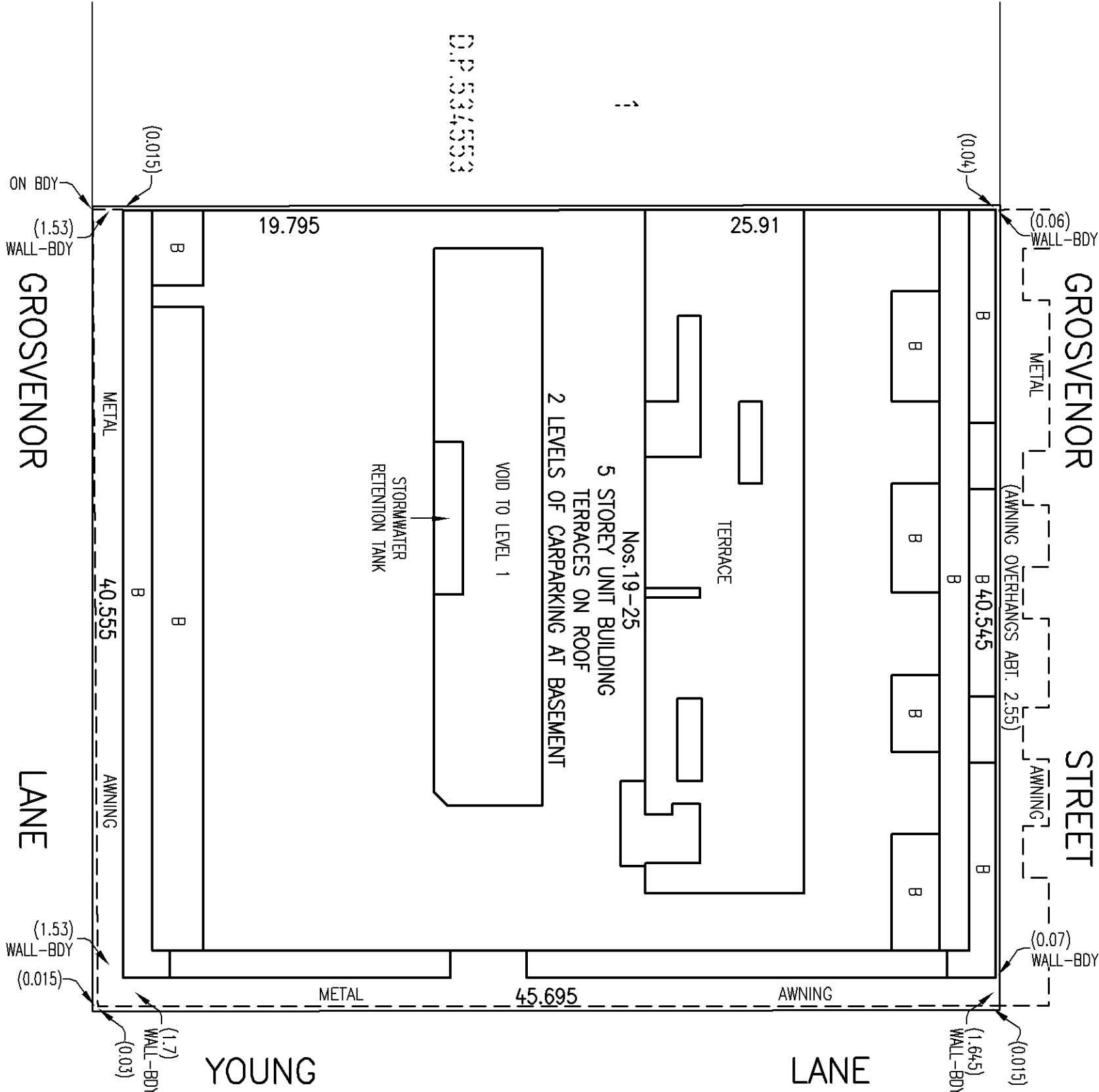
Subdivision No: 158/2009

22.12.2009

SP82955

B - DENOTES BALCONY

LOCATION PLAN  
LEVEL 1 & ABOVE



Surveyor: IVAN VICTOR STERLIGOV

Surveyor's Ref: 000603 SP

Subdivision No: 158/2009

Lengths are in metres. Reduction Ratio 1: 250(A3)

REGISTERED

22.12.2009

SP82955

- BS - DENOTES BIKE SPACE
- C - DENOTES CENTRE OF FACE OF COLUMN
- CP - DENOTES COMMON PROPERTY
- P - DENOTES PROLONGATION OF FACE OF COLUMN
- PC - DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- S - DENOTES STORAGE SPACE
- S.W.CNR - DENOTES SOUTH WESTERN CORNER OF COLUMN

BASEMENT LEVEL 2

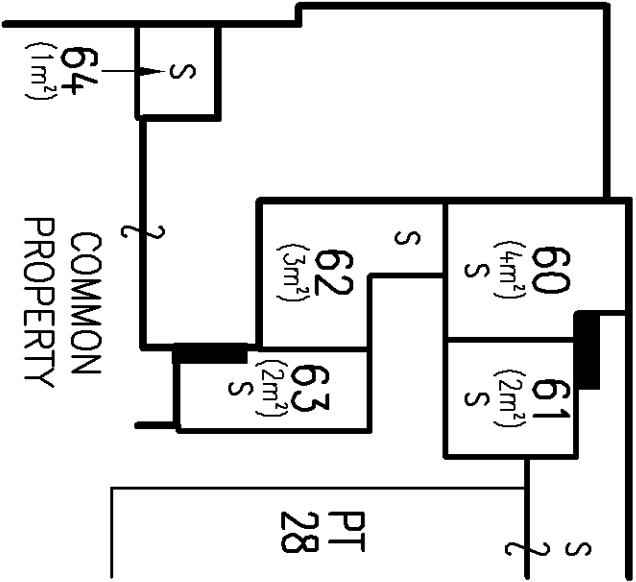
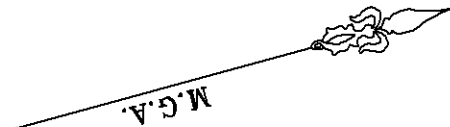
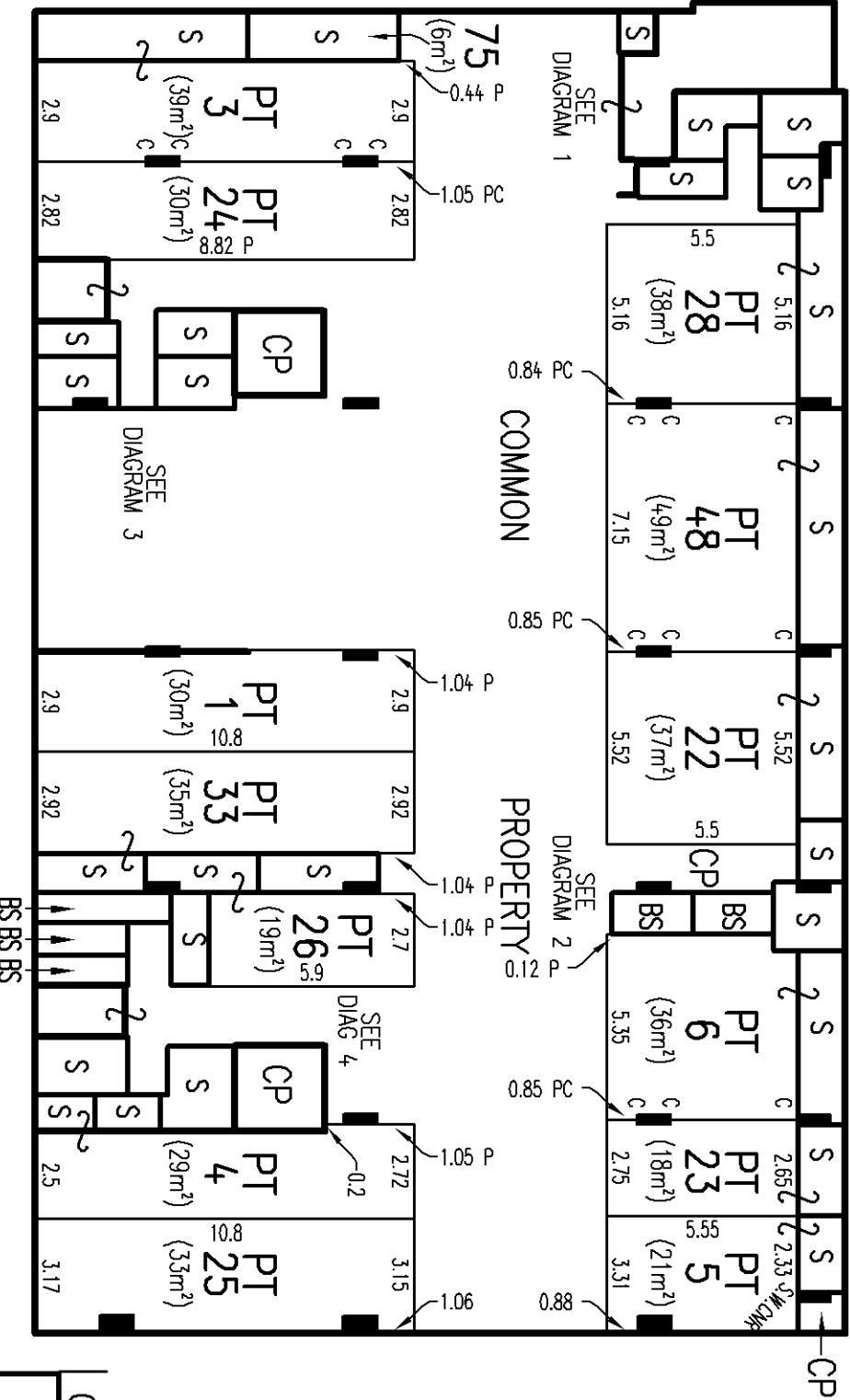


DIAGRAM 1

SCALE 1:100

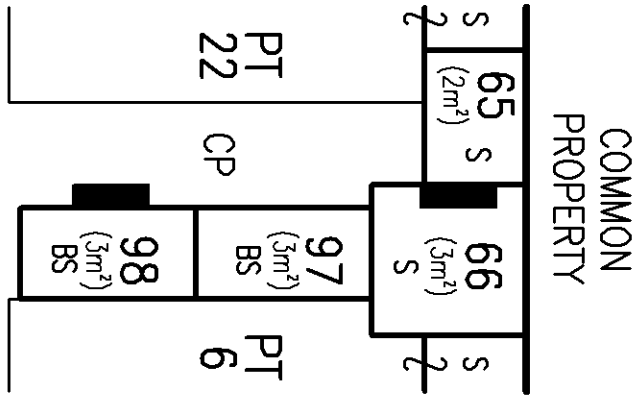


DIAGRAM 2

SCALE 1:100

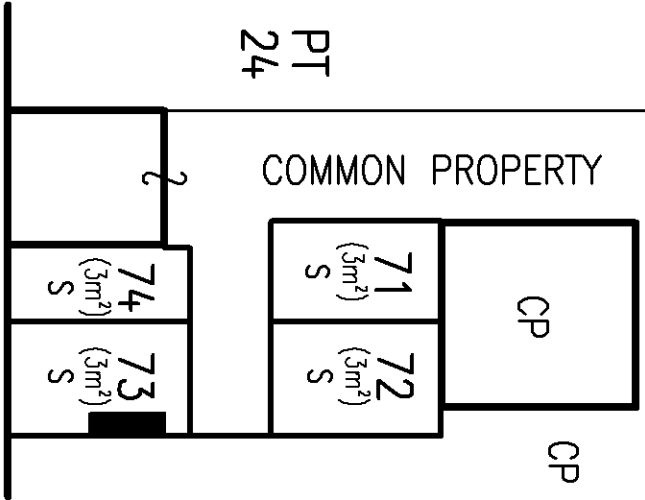


DIAGRAM 3

SCALE 1:100

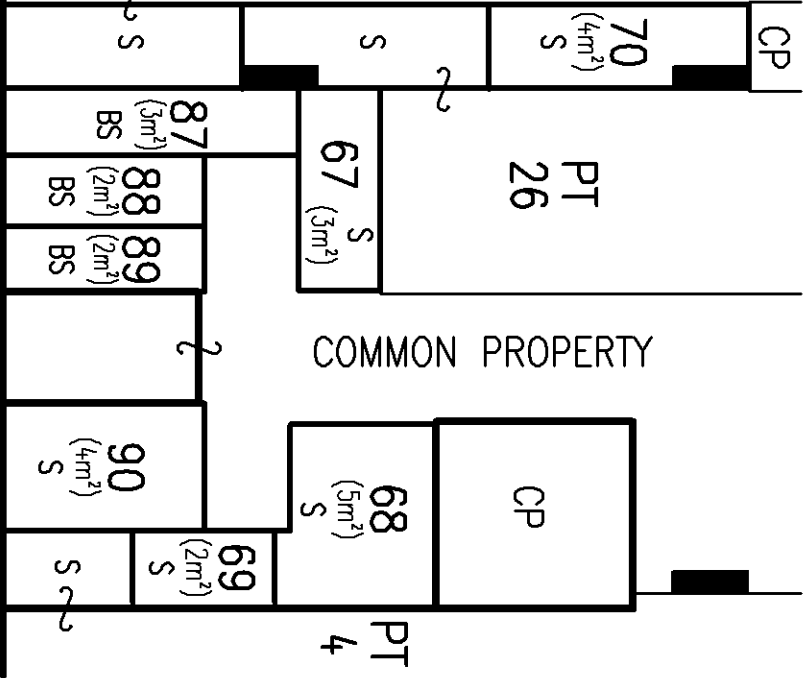


DIAGRAM 4

SCALE 1:100

NOTE:  
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES  
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009



22.12.2009

SP82955

- BS - DENOTES BIKE SPACE
- C - DENOTES CENTRE OF FACE OF COLUMN
- CP - DENOTES COMMON PROPERTY
- MS - DENOTES MOTOR CYCLE SPACE
- P - DENOTES PROLONGATION OF FACE OF COLUMN OR WALL
- PC - DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- S - DENOTES STORAGE SPACE

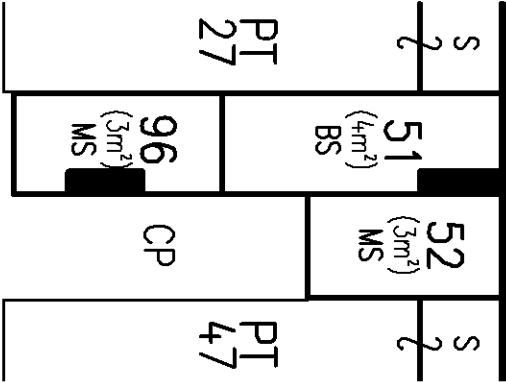
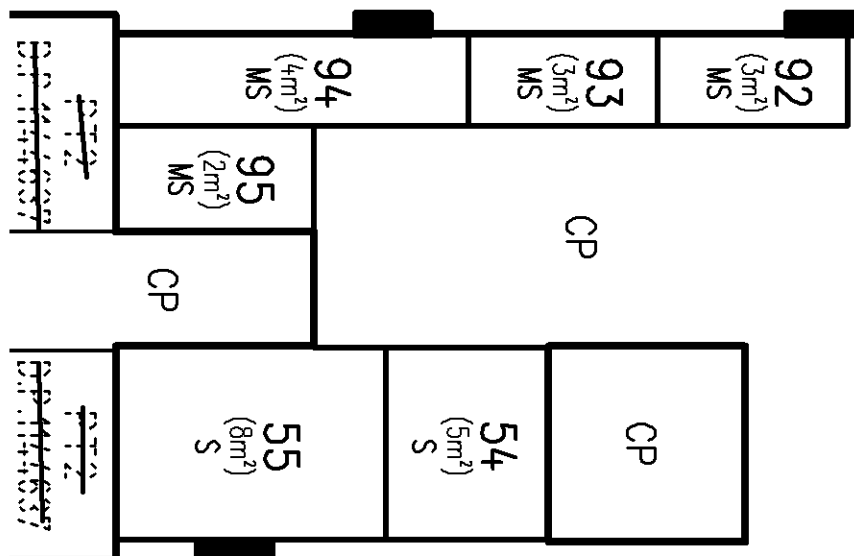


DIAGRAM 6  
SCALE 1:100



SP82954  
DIAGRAM 7  
SCALE 1:100

NOTE:  
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.  
THE STRUTUM OF LOTS ON THIS SHEET IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS

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

BASEMENT LEVEL 1

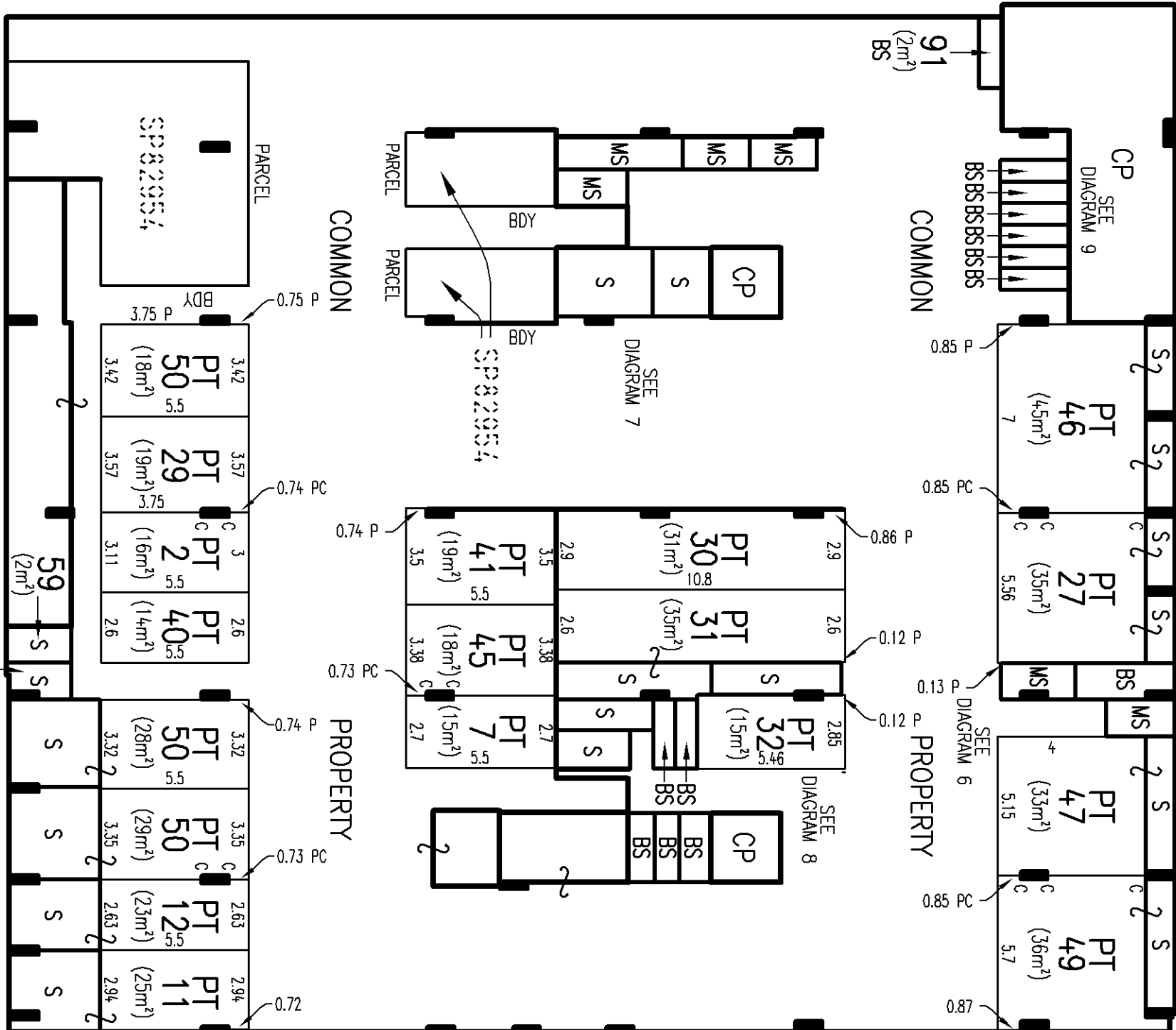


DIAGRAM 8  
SCALE 1:100

DIAGRAM 9  
SCALE 1:100

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009  
Lengths are in metres. Reduction Ratio 1:200(A3)

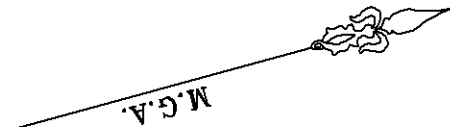
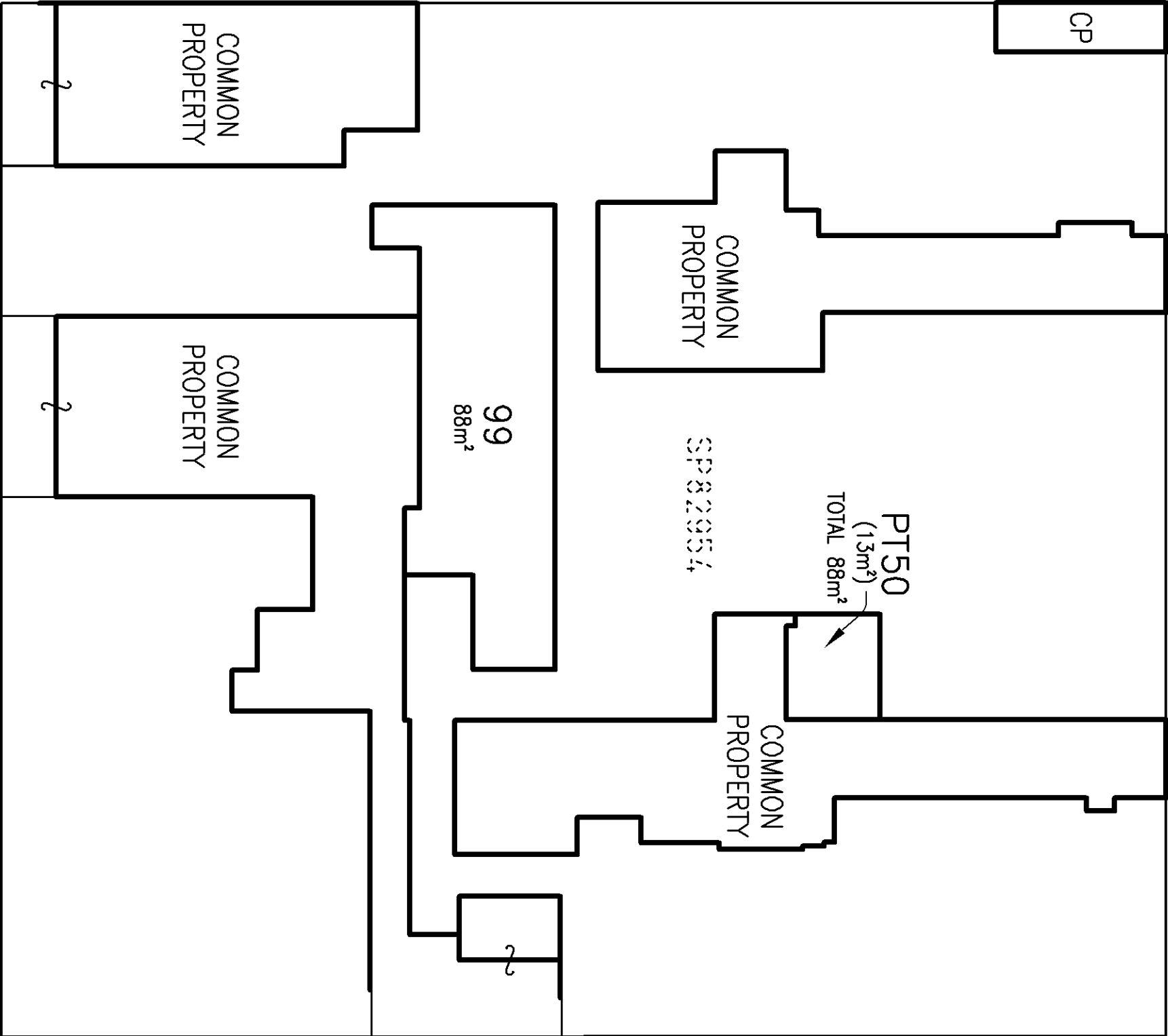


22.12.2009

SP82955

CP - DENOTES COMMON PROPERTY

GROUND LEVEL



NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009  
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED

22.12.2009

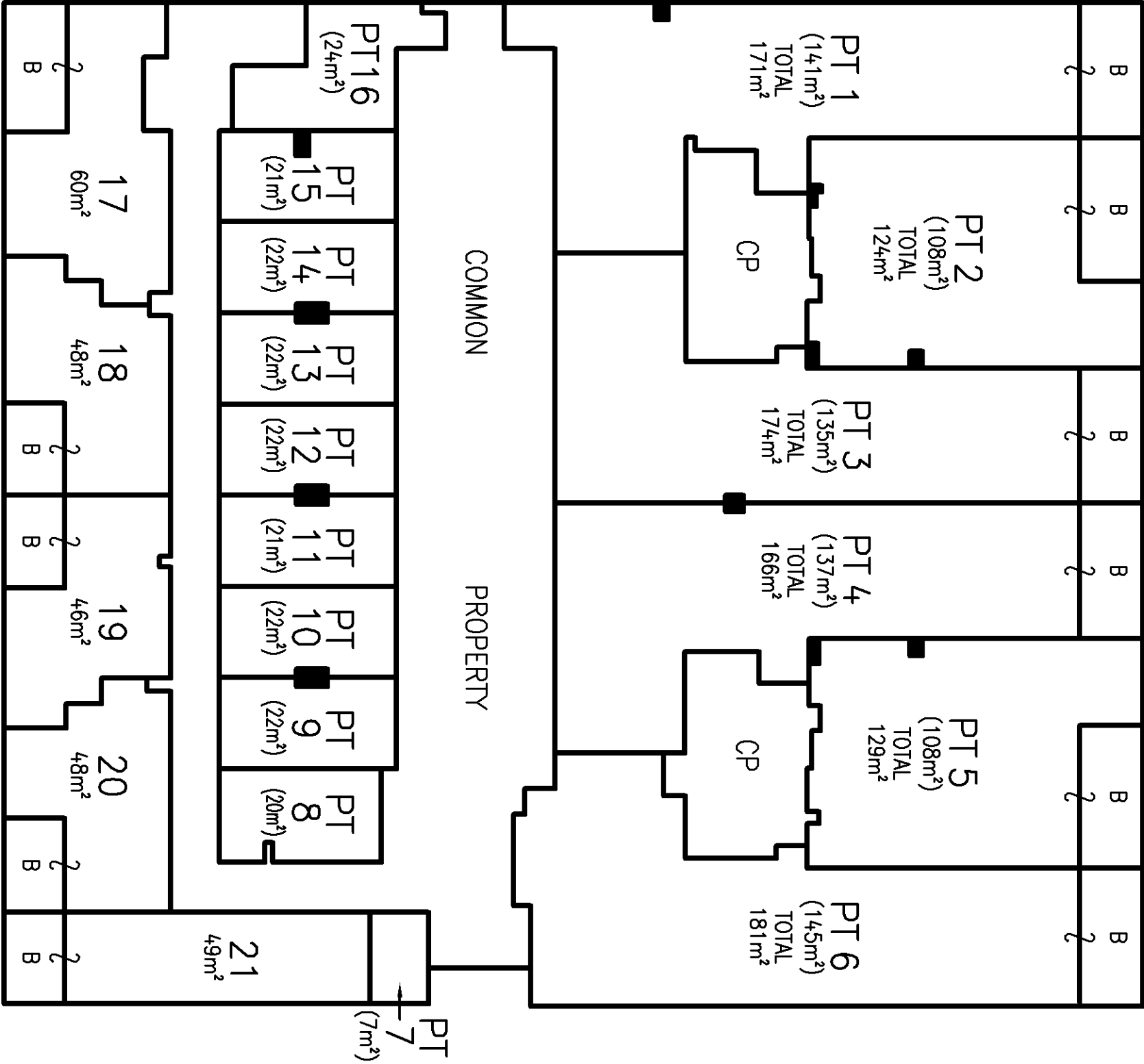


SP82955

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

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

LEVEL 1



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

PRIVACY SCREENS, SUNSHADING DEVICES AND METAL PERGOLAS ATTACHED TO THE BUILDING FORM PART OF COMMON PROPERTY.

**NOTE:**

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT.


Surveyor: IVAN VICTOR STERLIGOV

Surveyor's Ref: 000603 SP

Subdivision No: 158/2009

Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED



22.12.2009

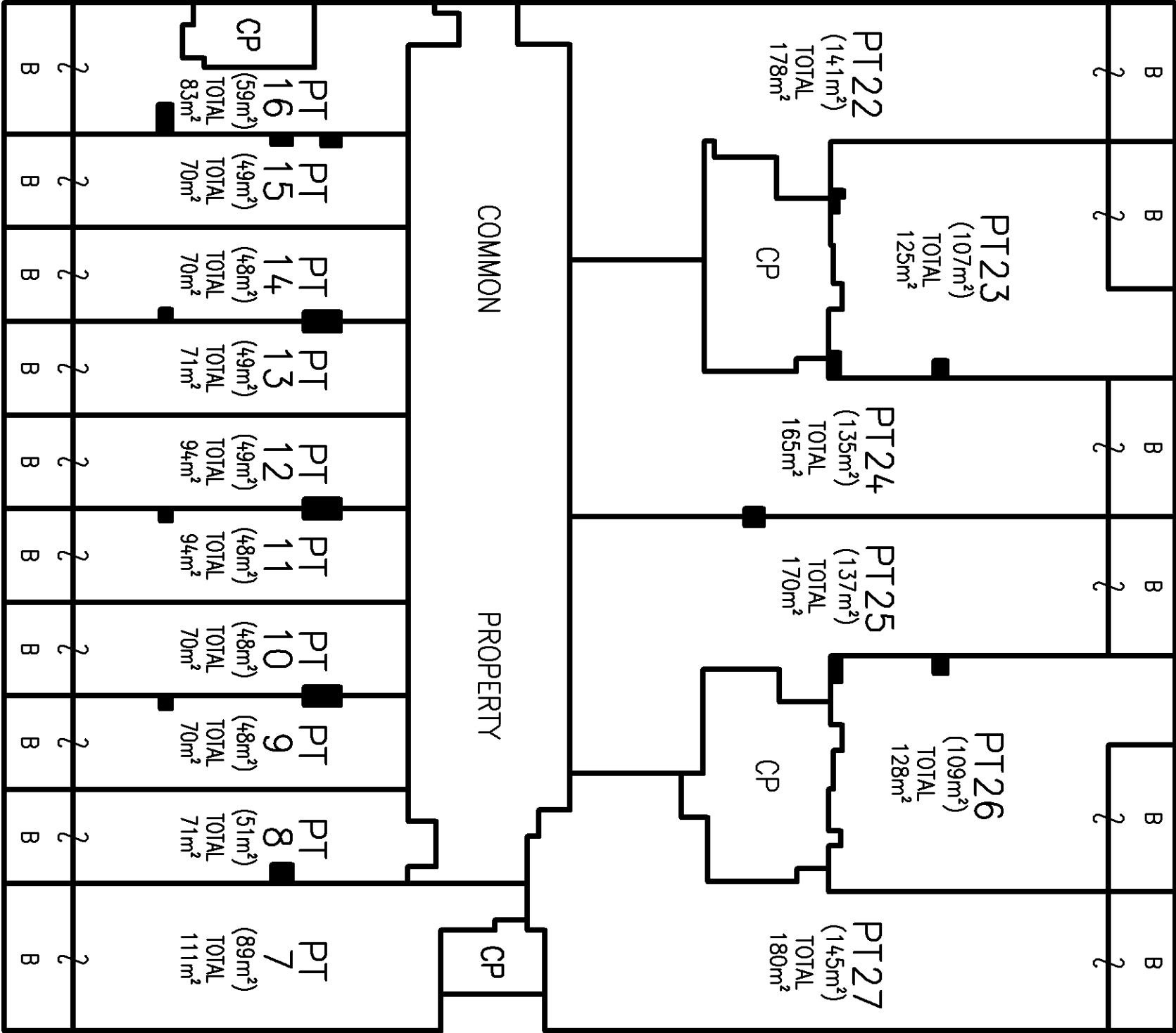
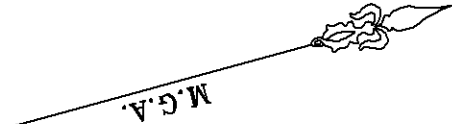
SP82955

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



B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

LEVEL 2




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

PRIVACY SCREENS, SUNSHADING DEVICES AND METAL PERGOLAS ATTACHED TO THE BUILDING FORM PART OF COMMON PROPERTY.

**NOTE:**  
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

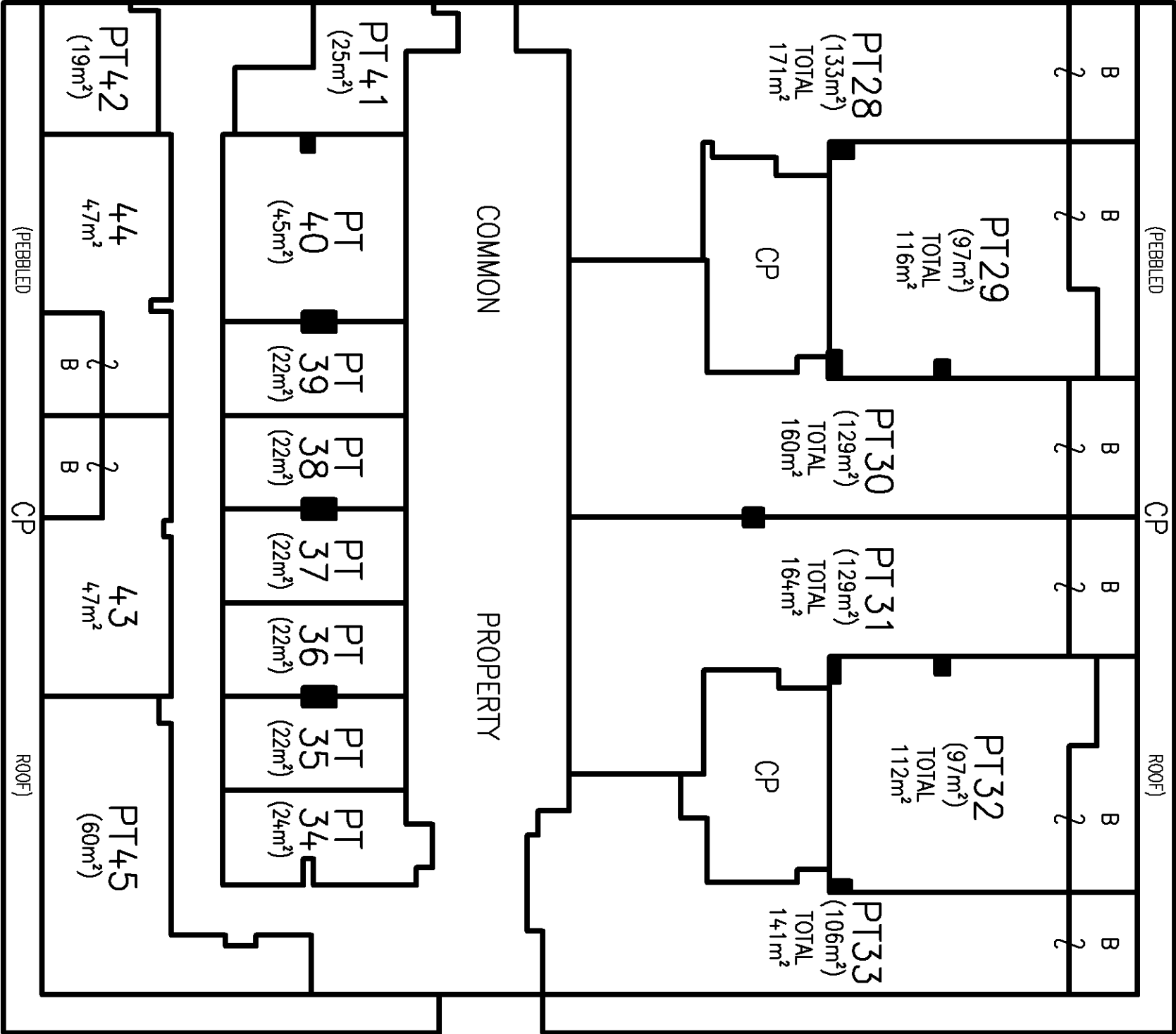
Surveyor: **IVAN VICTOR STERLIGOV**  
Surveyor's Ref: **000603 SP**  
Subdivision No: **158/2009**  
Lengths are in metres. Reduction Ratio 1: 200(A3)

REGISTERED  
  
**22.12.2009**

**SP82955**

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

LEVEL 3



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

PRIVACY SCREENS, SUNSHADING DEVICES AND METAL PERGOLAS ATTACHED TO THE BUILDING FORM PART OF COMMON PROPERTY.

NOTE:

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

THE AREAS BELOW STAIRS FORM PART OF THE RESPECTIVE LOT.

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

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009  
Lengths are in metres. Reduction Ratio 1: 200(A3)

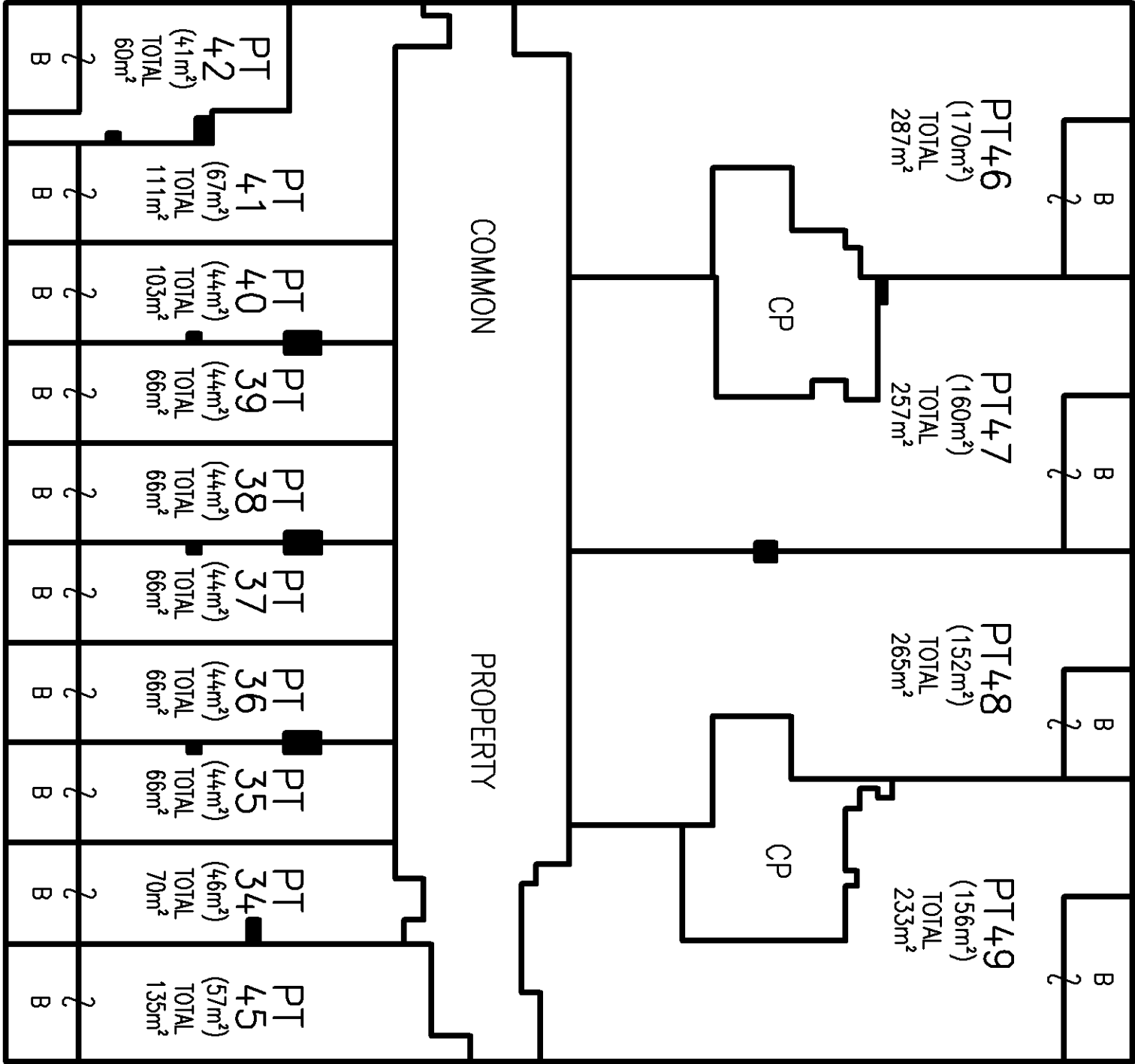


22.12.2009

SP82955

B - DENOTES BALCONY  
CP - DENOTES COMMON PROPERTY

LEVEL 4



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

PRIVACY SCREENS, SUNSHADING DEVICES AND METAL PERGOLAS ATTACHED TO THE BUILDING FORM PART OF COMMON PROPERTY.

NOTE:  
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN,

Surveyor: IVAN VICTOR STERLIGOV

Surveyor's Ref: 000603 SP

Subdivision No: 158/2009

Lengths are in metres. Reduction Ratio 1: 200(A3)

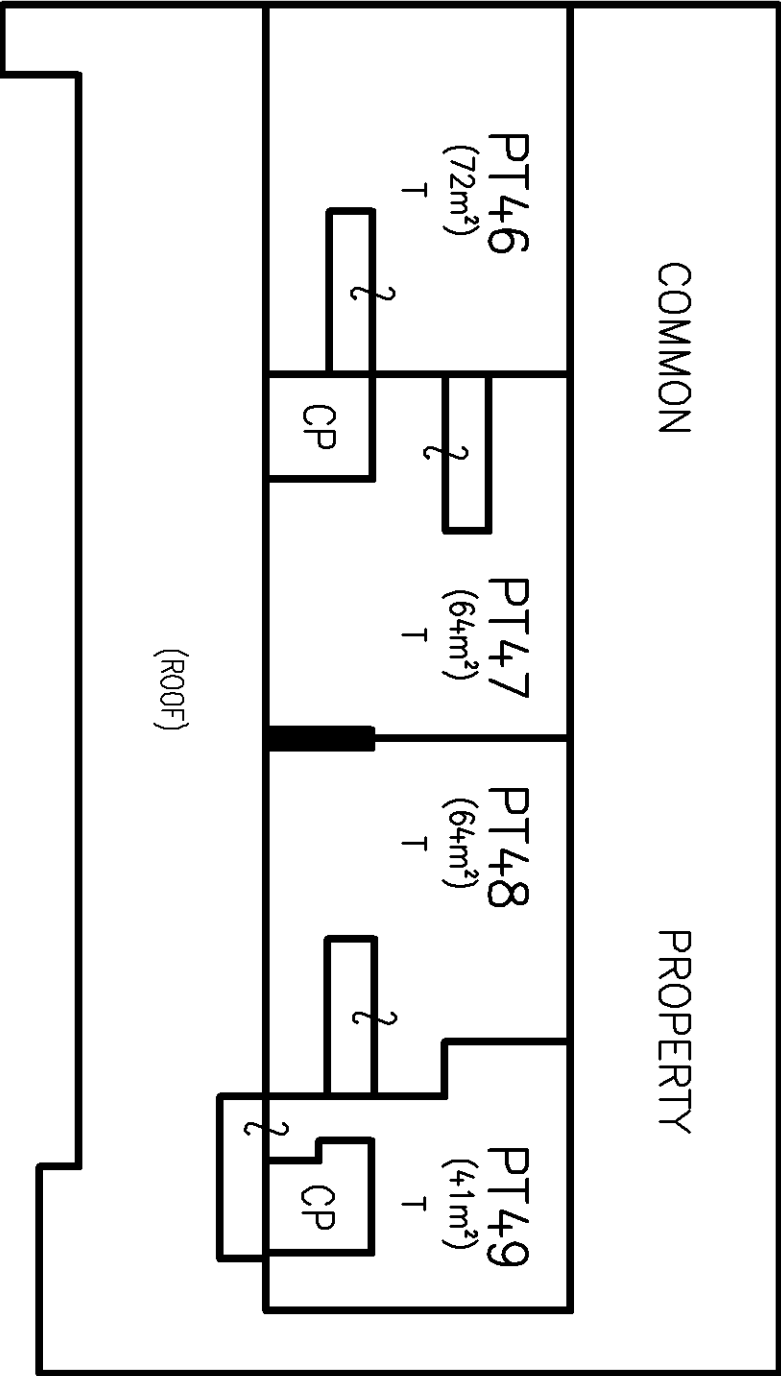
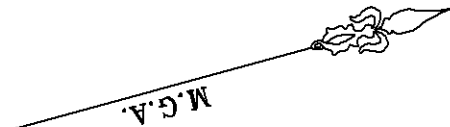
REGISTERED

22.12.2009

SP82955

ROOF LEVEL


CP - DENOTES COMMON PROPERTY  
T - DENOTES TERRACE



THE STRATUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOORS.

PRIVACY SCREENS, SUNSHADING DEVICES AND METAL PERGOLAS ATTACHED TO THE BUILDING FORM PART OF COMMON PROPERTY.

**NOTE:**  
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.  
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES, DUCTS & COLUMNS ARE SHOWN.

Surveyor: <b>IVAN VICTOR STERLIGOV</b>	REGISTERED	<b>SP82955</b>
Surveyor's Ref: <b>000603 SP</b>		
Subdivision No: <b>158/2009</b>		
Lengths are in metres. Reduction Ratio 1:200(A3)		

**STRATA PLAN FORM 3 (Part 1) WARNING: Creasing or folding will lead to rejection****STRATA PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

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

**The Owners - Strata Plan No 82955**  
**Nos. 19-25 GROSVENOR STREET**  
**NEUTRAL BAY NSW 2089**

**SP82955 S**Registered:  22.12.2009

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF LOT 1 D.P.1144637**~~\*(insert type being adopted) Model by laws adopted for this scheme~~~~\*Keeping of animals: Option A/B/G~~~~\*Schedule of By-laws in 10 sheets filed with plan~~~~\*No By-laws apply~~

\* strike out whichever is inapplicable

**Strata Certificate**

\* ~~Name of Council~~ \* Accredited Certifier **ANTHONY ALEN**  
 being satisfied that the requirements of the \* Strata Schemes (Freehold Development) Act 1973 or \* ~~Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

\* strata plan/ \* ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

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

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

\* The Council does not object to the encroachment of the building beyond the alignment of

\* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

\* This approval is given on the condition that the use of lot (s) **51 to 98**  
**INCL.** (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in \* section 39 of the Strata Schemes (Freehold Development) Act 1973 or \* ~~section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date: **13/11/09**Subdivision No. **158 /2009**Accreditation No. **BPB0004**Relevant Development Consent No. **201/09/2**Issued by **NORTH SYDNEY COUNCIL**

Authorised Person / General Manager / Accredited Certifier

\* Complete or delete if applicable.

LGA: NORTH SYDNEY

Locality: NEUTRAL BAY

Parish: WILLOUGHBY

County: CUMBERLAND

**Surveyor's Certificate**I, **IVAN VICTOR STERLIGOV**of **DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010**

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

(1) each applicable requirement of

\* Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

~~\* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

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

~~\* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~~~\* has been created by registered +~~~~\* is to be created under section 88B of the Conveyancing Act 1919~~

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

Signature: Date: **13/11/2009**

\* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: 000603 SP

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

\* OFFICE USE ONLY

STRATA PLAN FORM 3 (Part 4) WARNING: Creasing or folding will lead to rejection

## STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 D.P.1144637

SP82955

Registered:  22.12.2009

Strata Certificate Details: Subdivision No: 158/2009

Date: 13/11/09

## SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT No.	UE	LOT No.	UE	LOT No.	UE	LOT No.	UE	LOT No.	UE
1	2906	21	1001	41	1697	61	12	81	12
2	2100	22	2931	42	1197	62	17	82	12
3	2686	23	2125	43	977	63	12	83	12
4	2686	24	2808	44	977	64	7	84	12
5	2100	25	2808	45	2137	65	12	85	12
6	2931	26	2149	46	4764	66	17	86	12
7	1673	27	3175	47	4030	67	17	87	17
8	1197	28	2931	48	4276	68	29	88	12
9	1197	29	2100	49	4520	69	12	89	12
10	1197	30	2808	50	391	70	24	90	24
11	1294	31	2808	51	24	71	17	91	12
12	1294	32	2149	52	17	72	17	92	17
13	1197	33	2808	53	12	73	17	93	17
14	1197	34	1258	54	29	74	17	94	24
15	1197	35	1208	55	49	75	37	95	12
16	1270	36	1208	56	35	76	12	96	17
17	1026	37	1208	57	29	77	12	97	17
18	940	38	1208	58	17	78	12	98	17
19	940	39	1208	59	12	79	12	99	664
20	940	40	1661	60	24	80	12		
AGGREGATE									100,000

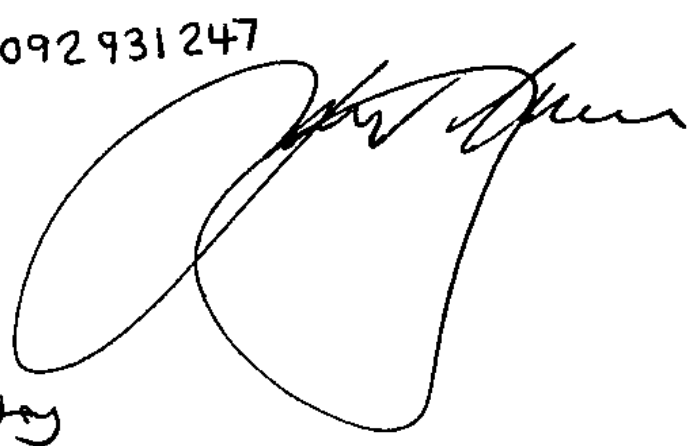
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(if insufficient space use additional annexure sheet)

GROSVENOR PACIFIC PTY LTD ACN 092 931 247

by their attorney John Wimbie  
 pursuant to power of attorney registered  
 Book 4567 No. 418 & I have no notice  
 of the revocation of the said power of attorney.

WITNESSES: M. T. Padi  
 Maria T. Padi  
 16/77 CASTLEBROUGH ST. SYDNEY



NOTE: A STRATA MANAGEMENT STATEMENT OF SHEETS ACCOMPANIES THE PLAN

SURVEYORS REFERENCE: 000603 SP

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 D.P.1144637

SP82955

Registered: 22.12.2009



Strata Certificate Details: Subdivision No: 158/2009

Date: 13/11/09

ARBN 073 598 035

SIGNED BY OVERSEA-CHINESE BANKING  
CORPORATION LIMITED BY THAT COMPANY'S  
ATTORNEY UNDER POWER OF ATTORNEY  
BOOK 4574 NO. 321 DATED 21 JULY 2009  
IN THE PRESENCE OF:

4/7 X   
SIGNATURE OF ATTORNEY  
HELEN YAP CHOONG LAN  
FULL NAME OF ATTORNEY

TEE LOK TAN  
LEVEL 2, 75 CASTLE REACH ST. SYDNEY

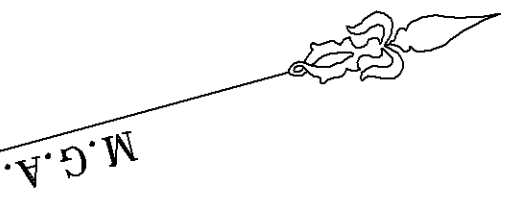
SURVEYORS REFERENCE: 000603 SP

\* OFFICE USE ONLY





LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL (SHEETS 3 & 4)



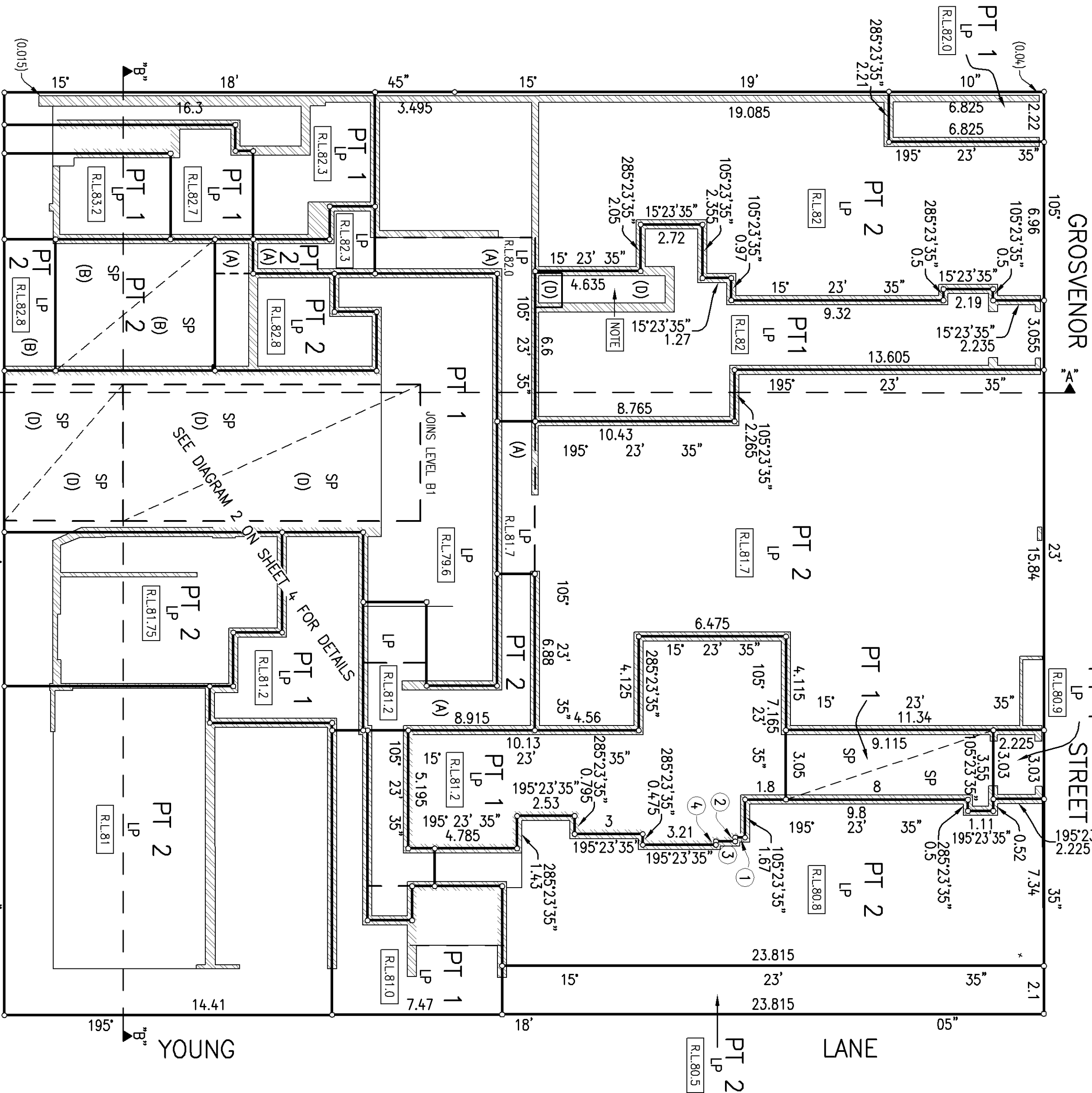
SCALE 1:50

(D) - RIGHT OF ACCESS IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN  
THUS R.L.\* AND IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE R.L.'S

DP1144637

GROUND LEVEL

LOTS SHOWN ON THIS SHEET ARE LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN THUS [RL] AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOT SHOWN ON LEVEL 1 (SHEET 5)



NOTE:  
UPPER LIMITATION OF RIGHT OF ACCESS (D)  
SHOWN SEE SHEET 2 FOR DEFINITION

LP - DENOTES LEVEL PLANE  
SP - DENOTES SLOPING PLANE

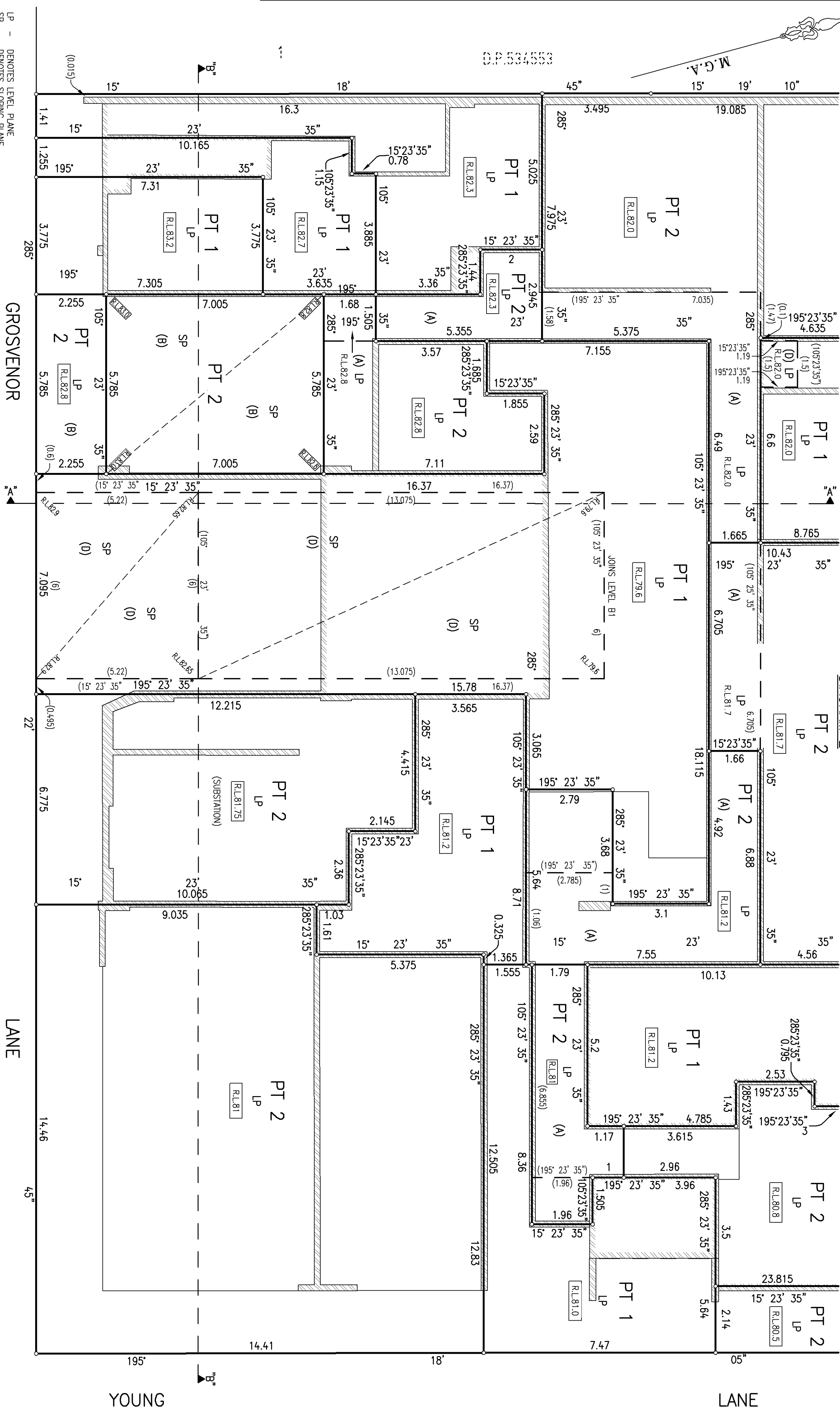
- (A) - EASEMENT FOR ACCESS IS LIMITED IN DEPTH TO THE LEVEL PLANES SHOWN THUS RL\* AND IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE RL'S
- (B) - RIGHT TO USE LOADING DOCK IS LIMITED IN DEPTH TO THE LOWER LIMITS OF THE LOT 2 IN THE AREA AFFECTED BY THIS EASEMENT AND IS LIMITED IN HEIGHT TO 2.5 METRES ABOVE THESE RL'S
- (D) - RIGHT OF ACCESS IS LIMITED IN DEPTH TO THE LEVEL AND SLOPING PLANES SHOWN THUS RL\* AND IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE RL'S

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

Surveyor: IAN VICTOR STERLICOV	PLAN OF SUBDIVISION OF LOT 102 D.P.802338	LGA: NORTH SYDNEY	REGISTERED	DP1144637
Date of Survey: 12/10/2009		Locality: NEUTRAL BAY	17.12.2009	
Surveyor's Ref: 000603 SUB		Subdivision No: S 2000/09		
		Lengths are in metres. Reduction Ratio 1:150		

GROUND LEVEL

DIAGRAM 2



SEE SHEET 6 FOR SECTIONS "A"-"A" & "B"-"B"

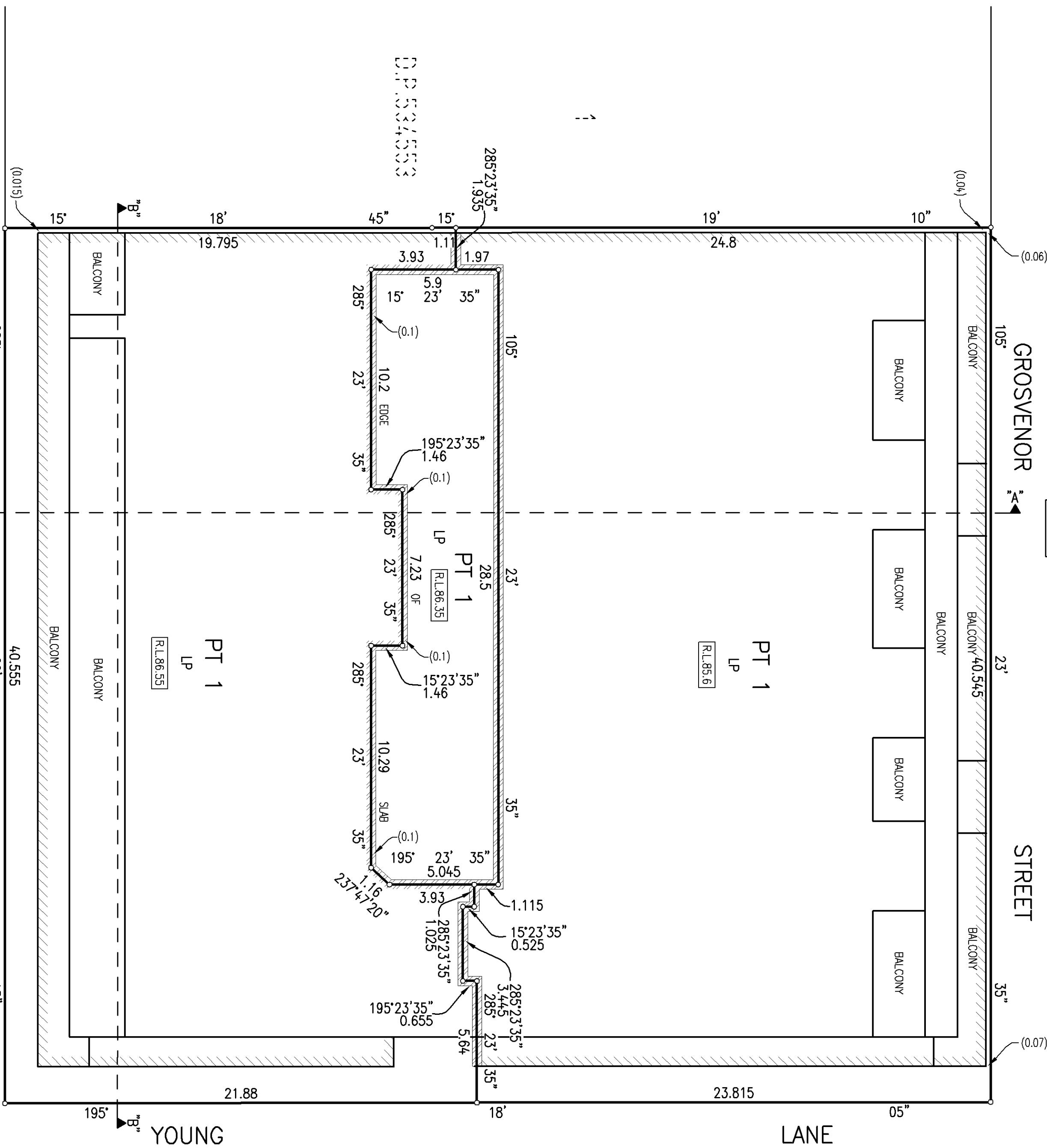
LANE

YOUNG

LANE

LEVEL 1 & ABOVE

LOT SHOWN ON THIS SHEET IS LIMITED IN DEPTH TO THE LEVEL PLANES  
SHOWN THUS [RL] AND IS UNLIMITED IN HEIGHT



LP - DENOTES LEVEL PLANE

GROSVENOR

LANE

LANE

YOUNG

SEE SHEET 6 FOR SECTIONS "A"-"A" & "B"-"B"

Surveyor: IAN VICTOR STERLICOV  
Date of Survey: 12/10/2009  
Surveyor's Ref: 000603 SUB

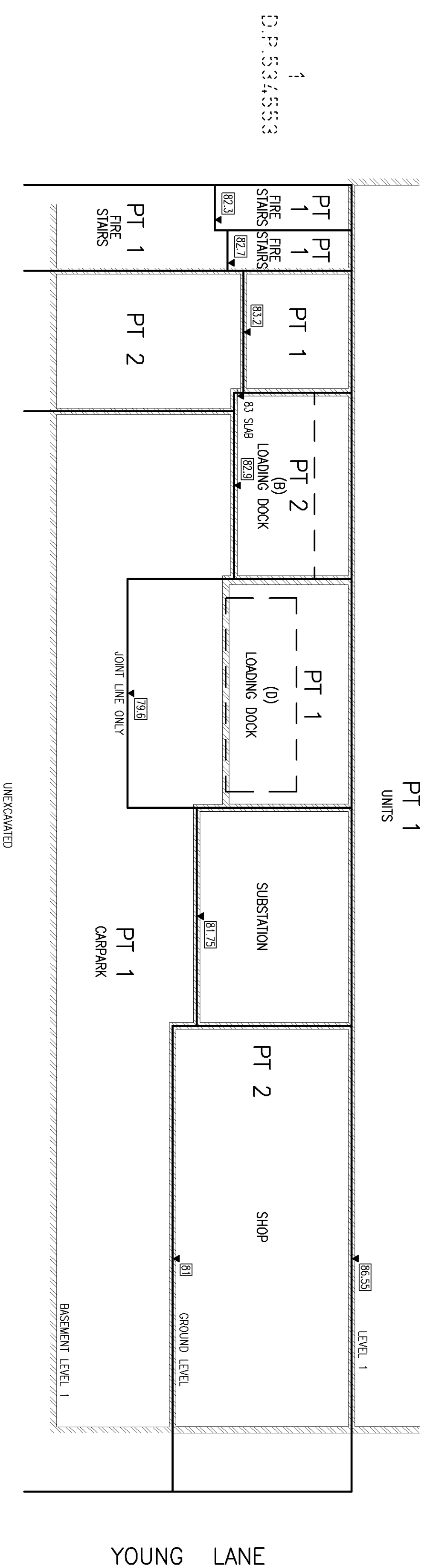
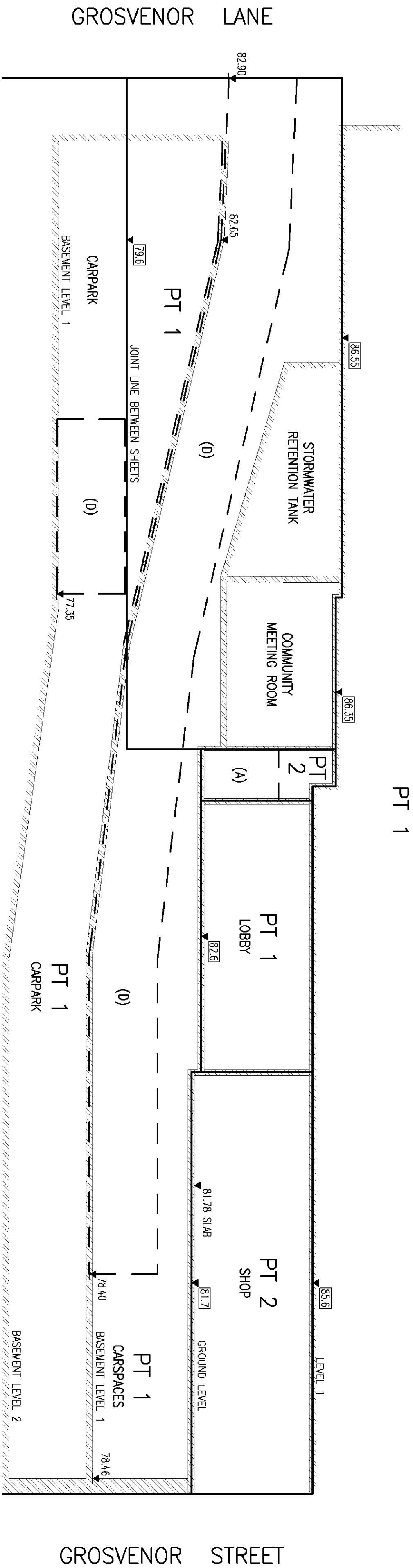
PLAN OF SUBDIVISION OF LOT 102 D.P.802338

LGA: NORTH SYDNEY  
Locality: NEUTRAL BAY  
Subdivision No: S 200/09  
Lengths are in metres. Reduction Ratio 1:150

REGISTERED

17.12.2009

DP1144637



- (A) - EASEMENT FOR ACCESS VAR. WIDTH (LIMITED IN STRATUM)
- (B) - RIGHT TO USE LOADING DOCK 5.785 WIDE (LIMITED IN STRATUM)
- (D) - RIGHT OF ACCESS VAR. WIDTH (LIMITED IN STRATUM)

Surveyor: IVAN VICTOR STERLIGOV	PLAN OF SUBDIVISION OF LOT 102 D.P. 802338	LGA: NORTH SYDNEY	REGISTERED	DP1144637
Date of Survey: 12/10/2009		Locality: NEUTRAL BAY	17.12.2009	
Surveyor's Ref: 000603 SUB		Subdivision No: S 2000/09		
		Lengths are in metres. Reduction Ratio 1:100		

## PLAN FORM 6

**WARNING: Creasing or folding will lead to rejection**

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOTS)
2. EASEMENT FOR SERVICES (WHOLE OF LOTS)
3. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOTS)
4. EASEMENT FOR ACCESS (A) VARIABLE WIDTH (LIMITED IN STRATUM)
5. RIGHT TO USE LOADING DOCK (B) 5.785 WIDE (LIMITED IN STRATUM)
6. RIGHT OF ACCESS (D) VARIABLE WIDTH (LIMITED IN STRATUM)
7. POSITIVE COVENANT

Use PLAN FORM 6A

for additional certificates, signatures, seals and statements

## Crown Lands NSW/Western Lands Office Approval

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

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

## Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert 'subdivision' or 'new road')

Peter Williams

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

Consent Authority: NORTH SYDNEY COUNCIL  
Date of Endorsement: 17/11/09  
Accreditation no: -  
Subdivision Certificate no: S 200/09  
File no: D 200/09

\* Delete whichever is inapplicable.



**DP1144637 S**

Registered:  17.12.2009

Title System: TORRENS

Purpose: SUBDIVISION

## PLAN OF SUBDIVISION OF LOT 102 D.P.802338

LGA: NORTH SYDNEY

Locality: NEUTRAL BAY

Parish: WILLOUGHBY

County: CUMBERLAND

## Surveying Regulation, 2006

I, IVAN VICTOR STERLIGOV  
of DENNY LINKER & Co., Level 5, 17 RANDLE ST, SURRY HILLS, 2010  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 12/10/2009

The survey relates to  
LOTS 1 & 2 ONLY

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 23/10/2009  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X'-'Y'

Type: Urban/Rural

## Plans used in the preparation of survey/compilation-

D.P. 802338	D.P. 230912
D.P. 235610	D.P. 531762
D.P. 534553	D.P. 974187
D.P. 512382	S.P. 45099
D.P. 1039842	S.P. 32132
D.P. 230678	

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 000603 SUB

\* OFFICE USE ONLY



PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 102 D.P.802338

DP1144637

Registered: 17.12.2009



Subdivision Certificate No: S 200/09

Date of Endorsement: 17/11/09

\* OFFICE USE ONLY

GROSVENOR PACIFIC PTY LTD ACN 092931247

by their attorney JOHN CRIMMIE  
pursuant to power of attorney registered  
Book 4567 No. 418 & I have no notice  
of the revocation of the said power of attorney.

WITNESS: M. Tye  
MELBA TAYLOR,  
16/77 CASTLEREAGH ST  
SYDNEY

SIGNED BY OVERSEA-CHINESE BANKING A.B.N 073598035

CORPORATION LIMITED BY THAT COMPANY'S

ATTORNEY UNDER POWER OF ATTORNEY

BOOK 4574 NO. 321 DATED 21 JULY 2009

IN THE PRESENCE OF:

TEE LOK TAN

LEVEL 2, 75 CASTLEREAGH ST. SYDNEY NSW

SIGNATURE OF ATTORNEY

HELEN YAP CHOONG LAN

FULL NAME OF ATTORNEY

SURVEYORS REFERENCE: 000603 SUB





DP1144637

Sheet 2 of 8

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

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

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

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

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

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

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

**1. Terms of Easement for Support and Shelter numbered one in the Plan:**

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

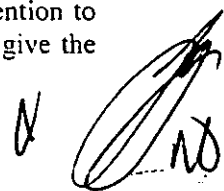
(a) to permit and suffer the building and other improvements situated on the Benefited Lot to be supported vertically and horizontally by the soil of the Burdened Lot and by all Burdened Structures standing for the time being in, on or above or across the soil of the Burdened Lot or any part of it that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

(b) to give shelter to the building and other improvements situated on the Benefited Lot and any part of it which is capable of taking shelter from the Burdened Structure,

subject to the following conditions.

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

1.3 Except in the case of emergency, the Benefited Owner must not enter on the Burdened Lot without first giving the Burdened Owner at least 14 days written notice of the intention to enter and carry out the Works permitted by this easement and, also in that notice, give the

Handwritten signature and initials in the bottom right corner of the page.

DP1144637

Sheet 3 of 8

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

Burdened Owner a general indication of the nature and extent of the Works intended to be undertaken.

- 1.4 The Benefited Owner must take all reasonable and timely steps to ensure the proper maintenance, repair and replacement of the Improvements and is responsible for and must punctually pay for the cost of the Works.
- 1.5 When exercising this right the Benefited Owner:
  - (a) must take all reasonable precautions to ensure as little disturbance as possible to the Burdened Lot and will restore the Burdened Lot as nearly as practicable to its original condition and make good any collateral damage, both at its own cost; and
  - (b) enters the Burdened Lot at his or her own risk and releases the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors from all actions or claims of whatever nature (including death or personal injury) and however caused, except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.
- 1.6 The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's employees, servants or agents contractors or subcontractors from and against all claims and actions of whatever nature arising from:
  - (a) any Works;
  - (b) the exercise or purported exercise of any rights granted by this easement; and
  - (c) any act or omission by the Benefited Owner and that owner's employees, servants or agents contractors or subcontractors or licensees

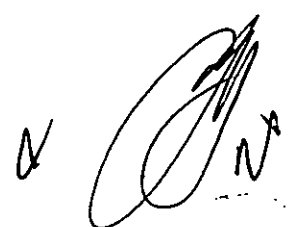
except to the extent caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

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

The Benefited Owner and the Burdened Owner, acting jointly.

**2. Terms of Easement for Services numbered two in the Plan:**

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

A handwritten signature in black ink, appearing to be 'N. B. N.', is located in the bottom right corner of the page.

DP1144637

Sheet 4 of 8

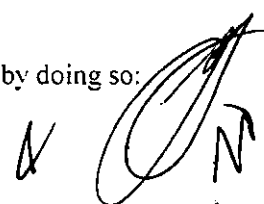
**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

- (b) carry out work on the Easement Site including laying cables, wires and conduits and repairing, maintaining and replacing those cables, wires and conduits.
- 2.2 For the avoidance of doubt, this easement is not limited to the services installed within the Easement Site at the date of registration of the Plan. Additional services are intended to and may be added or installed within the Easement Site or connected to any existing pipes or conduits during any construction, renovation, refurbishment or fitting out of any structure or replacement structure on any Benefited Lot.
- 3. **Terms of Easement for emergency egress numbered three in the Plan:**
  - 3.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, the Benefited Owner and persons authorised by it has full, free and unimpeded right to enter, pass and repass at all times and without animals (other than guide dogs for the blind or deaf) or vehicles over the Easement Site for the purpose of evacuation in the event of fire or other emergency situations and for the purpose of conducting emergency drill exercises.
  - 3.2 If any person exercises or purports to exercise the rights granted by this easement by doing so:
    - (a) The person enters on the Burdened Lot at that persons own risk;
    - (b) The Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
    - (c) The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;

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

**4. Terms of Easement for Access (A) numbered four in the Plan:**

- 4.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, the Benefited Owner and persons authorised by it has full, free and unimpeded right to enter, pass and repass at all times and without vehicles over the Easement Site for the purpose allowing use of common corridors on the ground level of the building constructed on the land, subject to the conditions set out in **clause 4.2**.
- 4.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.
- 4.3 If any person exercises or purports to exercise the rights granted by this easement by doing so:

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be a stylized 'N' or 'M' followed by a large, loopy flourish. Below it, the letters 'N' and 'R' are written in a simple, blocky font.

**DP1144637**

**Sheet 5 of 8**

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

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

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

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

**5. Terms of right to use Loading Dock numbered five in the Plan**

- 5.1 Full, free and unimpeded right for the Benefited Owner and persons authorised by it to use the loading dock within the Burdened Lot for the purpose of delivery, loading and unloading furniture and goods subject to the conditions set out in **clause 5.2.**

- 5.2 The loading dock may not be used between the following hours:

Between 10.00 pm and 6.00 am on any days

The Burdened Owner may temporarily suspend the use of the loading dock, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance

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

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



# DP1144637

Sheet 6 of 8

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

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

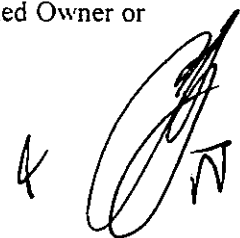
except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

**6. Terms of Easement for Access (D) numbered six in the Plan:**

- 6.1 Reserving to the Burdened Owner the right to use the Burdened Lot for any purpose not inconsistent with this easement, the Benefited Owner and persons authorised by it has full, free and unimpeded right to enter, pass and repass at all times and without vehicles over the Easement Site, subject to the conditions set out in clause 6.2.
- 6.2 The Burdened Owner may temporarily suspend the use of the easement, for the time and to the extent necessary, but only on reasonable grounds including without limitation, reasons of security, safety and maintenance.
- 6.3 If any person exercises or purports to exercise the rights granted by this easement by doing so:
  - (a) The person enters on the Burdened Lot at that persons own risk;
  - (b) The Benefited Owner releases the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry on the Burdened Lot;
  - (c) The Benefited Owner indemnifies and holds harmless and agrees to keep indemnified and held harmless the Burdened Owner and that owner's servants, agents, employees, contractors and subcontractors from and against any claim, loss or damage of whatever nature and however caused suffered or incurred in connection with entry upon the Burdened Lot;

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

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

A handwritten signature and the initials 'RZ' are located in the bottom right corner of the page.

DP1144637

Sheet 7 of 8

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

7. Terms of Positive Covenant numbered seven in the Plan:

- 7.1 In this positive covenant **detention system** means the detention system approved by the Prescribed Authority pursuant to development consent no 161/03 and any modification of that consent.
- 7.2 The Burdened Owner will at its own expense well and sufficiently maintain and keep in good and substantial repair and working order any detention system which exists from time to time on the Burdened Lot.
- 7.3 The Burdened Owner must not remove the detention system without the prior consent of the Prescribed Authority.
- 7.4 The Burdened Owner hereby agrees to indemnify the Prescribed Authority from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation damages, costs and expenses which the Prescribed Authority or any other person may suffer or incur as a result of any malfunction or non-operation of any such detention system arising from any failure of the Burdened Owner to comply with the terms of this positive covenant.

The parties authorised to vary release or modify

North Sydney Council

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

Secretary/Director

Director

Please print

Please print

GROSVENOR PACIFIC PTY LTD ACN 092 931 247

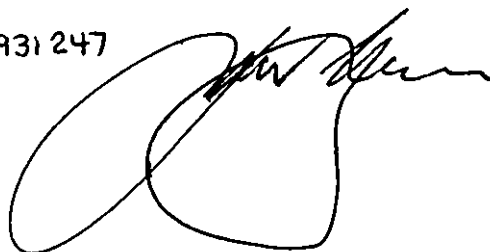
by their attorney JOHN WILKINS  
pursuant to power of attorney registered  
Book 4547 No. 419 & I have no notice  
of the revocation of the said power of attorney.

WITNESSES

M. J. P. O'NEILL

MARISA TRIPOLI

16/77 Castlereagh St, Sydney



Peter Williams

PETER WILLIAMS

AUTHORISED PERSON

NORTH SYDNEY COUNCIL

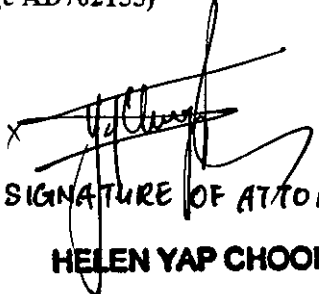
DP1144637


Sheet 8 of 8

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


Consent by Oversea-Chinese Banking Corporation Limited (Mortgage AD702155)

SIGNED BY OVERSEA-  
CHINESE BANKING ARBN 073 598 035 HY x  
CORPORATION LIMITED BY  
THAT COMPANY'S ATTORNEY  
UNDER POWER OF ATTORNEY  
BOOK 4574 NO.321 DATED 21 JULY 2009  
IN THE PRESENCE OF

  
SIGNATURE OF ATTORNEY  
HELEN YAP CHOONG LAN  
FULL NAME OF ATTORNEY

  
TEE LOK TAN  
LEVEL 2, 75 CASTLEREAGH ST., SYDNEY

Consent by North Sydney Council

  
PETER WILLIAMS  
AUTHORISED PERSON  
NORTH SYDNEY COUNCIL

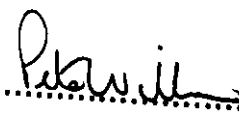
Consent by Energy Australia (Lease P720902)

REGISTERED



17.12.2009



  
PETER WILLIAMS  
AUTHORISED PERSON  
NORTH SYDNEY COUNCIL

Form: 07L  
Release: 2.2  
www.lands.nsw.gov.au

## LEASE

New South Wales  
Real Property Act 1900



# AF175349X

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

### STAMP DUTY

Office of State Revenue use only

### (A) FOLIO OF THE REGISTER

Property leased

Certificate of Title 2/1144637 (~~CURRENT TITLE 102/802338~~)  
PART being the premises shown as "SUBSTATION PREMISES NO. 35782" on the plan annexed marked "A" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "B" within part of the land comprised in Certificate of Title 1/1144637 & 2/1144637.

EXTRA FEE

\$ 95.-

### (B) LODGED BY

\$ 180 EXTRA FEE

Document  
Collection  
Box

W

Name, Address or DX, Telephone, and LLPN if any

JOHN THOMSON

137A RYDE RD, PYMBALE NSW 2073

Reference:

BP:PVC:095016 L19-25 GROSVENOR ST

CODE

L

### (C) LESSOR

GROSVENOR PACIFIC PTY LIMITED  
ABN 38 092 931 247

The lessor leases to the lessee the property referred to above.

### (D)

Encumbrances (if applicable):

### (E) LESSEE

ENERGYAUSTRALIA  
ABN 67 505 337 385

OFF X AF58687

### (F)

TENANCY:

- (G) 1. **TERM** 50 years  
2. **COMMENCING DATE** 1 November 2009  
3. **TERMINATING DATE** 31 October 2059  
4. With an **OPTION TO RENEW** for a period of 25 years  
set out in clause 29 of Memorandum AC289040  
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.  
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "B"  
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.  
8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No. AC289040  
9. The **RENT** is set out in clause No. 5 of Memorandum AC289040



DATE

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

Corporation: ~~GROSVENOR PACIFIC PTY LIMITED~~

Authority: ~~section 127 of the Corporations Act 2001~~

Signature of <sup>WITNESS</sup> authorised person:

Name of <sup>WITNESS</sup> authorised person:

Office held:

ADDRESS OF WITNESS

Signature of <sup>ATTORNEY</sup> authorised person:

Name of <sup>ATTORNEY</sup> authorised person: JOHN GRIMMOND

Office held:

Signing on BEHALF OF GROSVENOR PACIFIC PTY  
POWER OF ATTORNEY - Book . 4567  
No . 418

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: 570 George Street  
Sydney NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

KATHLEEN MARGARET GUNTON

EnergyAustralia

4258

401

(I) STATUTORY DECLARATION \*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at  
on

in the State of New South Wales  
in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: [tick one]

- ☐ Justice of the Peace  
☐ Practising Solicitor  
☐ Other [specify]

\* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

'ANNEXURE A'

PLAN SHOWING SUBSTATION PREMISES No.35782 RIGHTS OF  
CARRIAGEWAY AND EASEMENTS FOR ELECTRICITY AND OTHER  
PURPOSES WITHIN FOLIO IDENTIFIERS 1&2/1144637

L.G.A.: NORTH SYDNEY

LOCALITY: NEUTRAL BAY

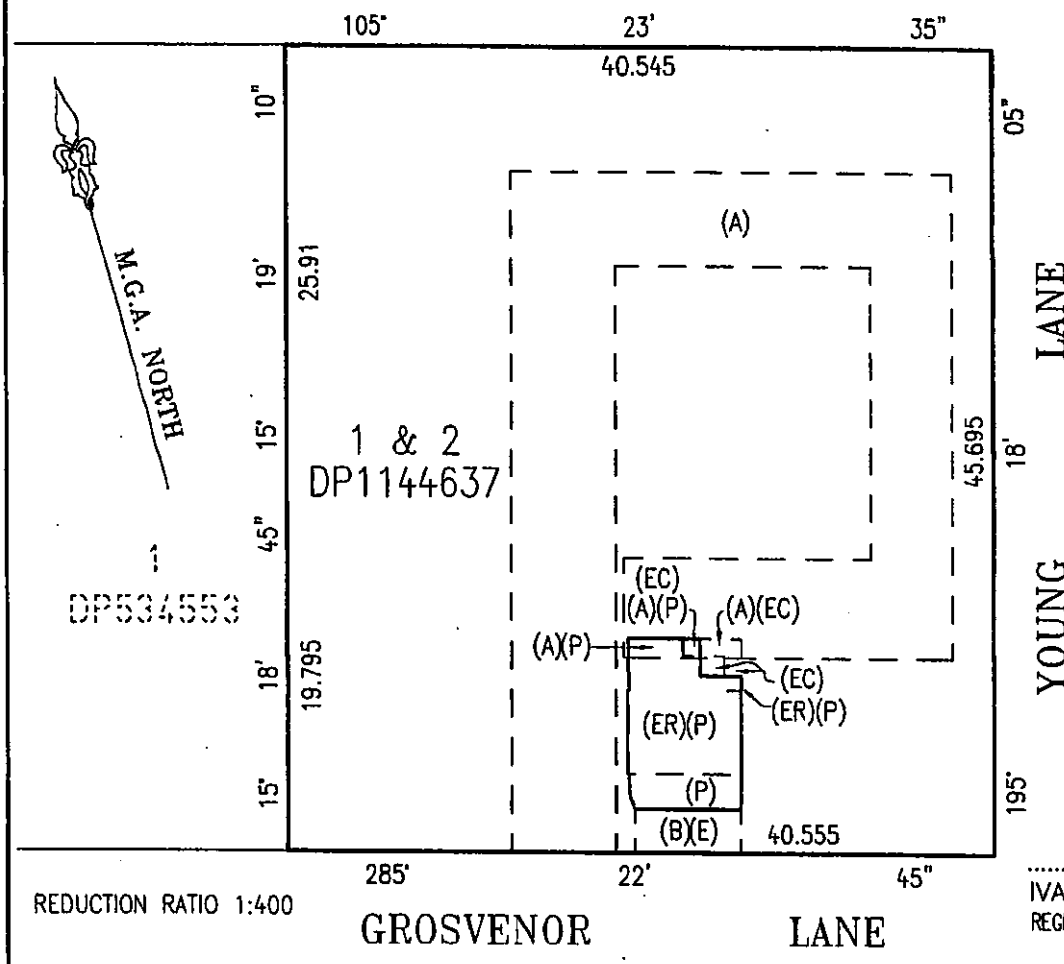
PARISH: WILLOUGHBY

COUNTY: CUMBERLAND

- (A)- RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH (LIMITED IN STRAUM).
- (B)- RIGHT OF CARRIAGEWAY 6.1 WIDE (LIMITED IN HEIGHT).
- (E)- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.1 WIDE (LIMITED IN HEIGHT).
- (EC)- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 WIDE (LIMITED IN HEIGHT)
- (ER)- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.46 WIDE (LIMITED IN HEIGHT)
- (P)- SUBSTATION PREMISES No.35782.

GROSVENOR

STREET



*Ivan Victor Sterligov*  
IVAN VICTOR STERLIGOV  
REGISTERED SURVEYOR  
30 OCT 2009

SIGNATURES AND SEALS OF PARTIES

THIS PLAN IN 3 SHEETS IS ANNEXURE 'A' REFERRED TO IN THE LEASE OF SUBSTATION PREMISES  
BETWEEN AS LESSOR AND ENERGY AUSTRALIA AS LESSEE.

SIGNED FOR & ON BEHALF OF

*[Signature]*  
.....  
.....  
.....  
M. Tip

SIGNED FOR & ON BEHALF OF

*[Signature]*  
.....  
.....  
.....  
M. Tip

SIGNED FOR & ON BEHALF OF

ENERGY AUSTRALIA  
*[Signature]*  
.....  
.....  
.....  
Thomas

'ANNEXURE A'

GROUND LEVEL

REDUCTION RATIO 1:200

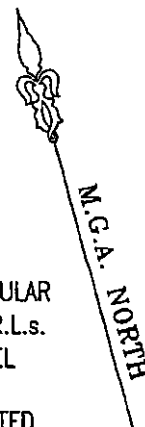
▣ - DENOTES INTERNAL FACE OF WALL

R.S.P. - DENOTES SLOPING PLANE BETWEEN THE NOTED R.L.'s.

ORIGIN OF LEVELS:

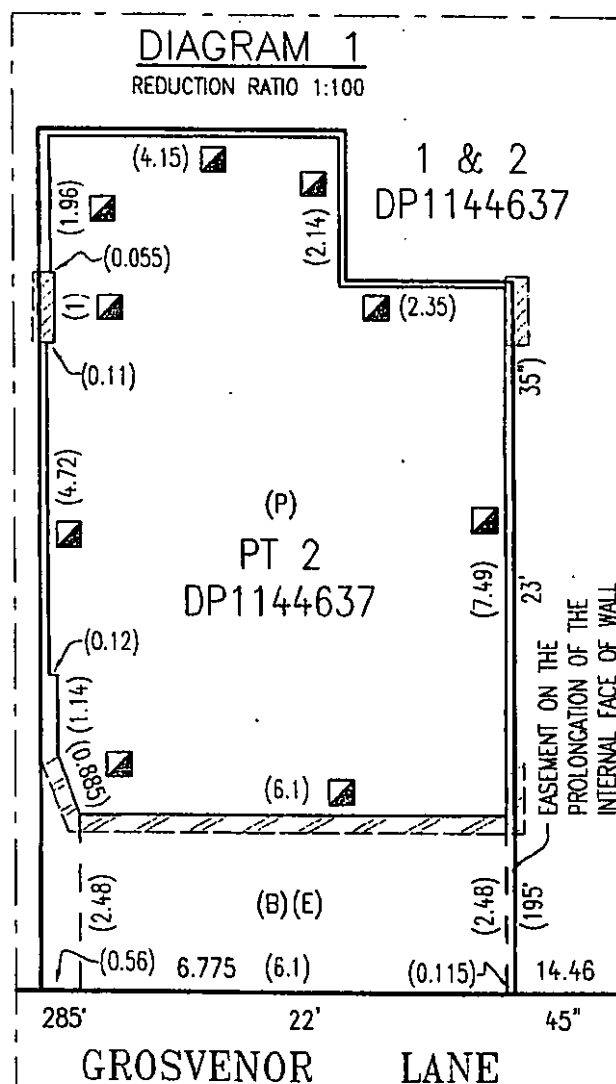
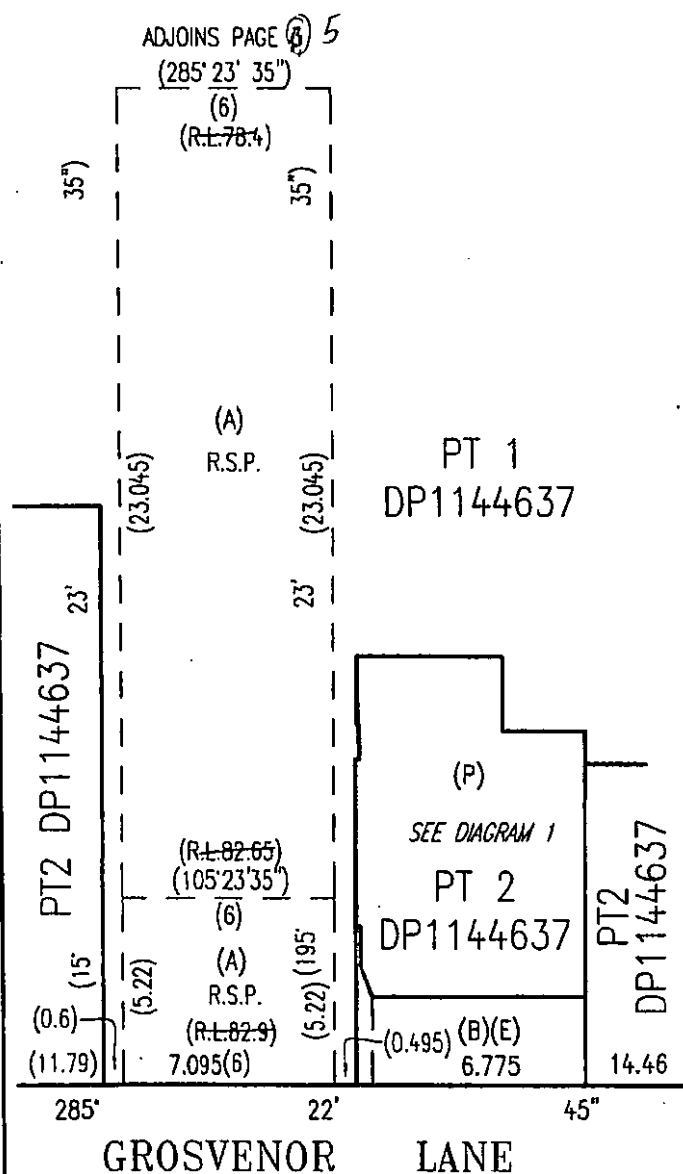
SSM 149679 (CORNER FALCON & MERLIN STREETS) R.L.88.768(A.H.D.) CLASS: LC ORDER: L3

- (A)- RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH LIMITED IN DEPTH TO THE NOTED REGULAR SLOPING PLANES SHOWN (R.L.\*) AND IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE R.L.s.
- (B)- RIGHT OF CARRIAGEWAY 6.1 WIDE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.86.3
- (E)- EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.1 WIDE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.86.3
- (P)- SUBSTATION PREMISES No.35782.



*[Signature]*

IVAN VICTOR STERLIGOV  
 REGISTERED SURVEYOR  
 30 OCT 2009



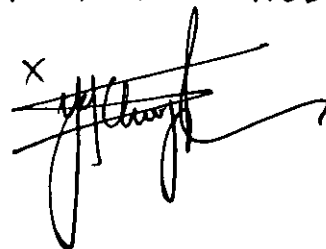


**THIS IS ANNEXURE "B" REFERRED TO IN THE LEASE BETWEEN  
GROSVENOR PACIFIC PTY LIMITED AS LESSOR AND  
ENERGYAUSTRALIA AS LESSEE  
DATED:**

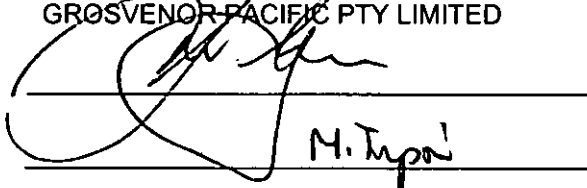
The Lessee shall have the benefit of the following rights:

- 1 A RIGHT OF WAY over the land shown as <sup>designated (A) + (B) - within Lot 2</sup> "RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM)" and "RIGHT OF CARRIAGEWAY 6.1 WIDE (LIMITED IN HEIGHT)" on the plan annexed and marked "A" on the terms contained in clause 18(a) of Memorandum AC289040 filed in Land & Property Information NSW.  
ON: RW
- 2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as <sup>designated (E), (EC) + (ER)</sup> "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.1 WIDE (LIMITED IN HEIGHT)", "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 WIDE (LIMITED IN HEIGHT)" and "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.46 WIDE (LIMITED IN HEIGHT)" on the plan annexed and marked "A" on the terms contained in clause 18(b) of Memorandum AC289040 filed in Land & Property Information NSW.  
ON: ESMF

SIGNED FOR AND ON BEHALF OF  
OVERSEA-CHINESE BANKING  
CORPORATION LIMITED

HY X  


SIGNED FOR AND ON BEHALF OF  
GROSVENOR PACIFIC PTY LIMITED

  
M. Tupa

SIGNED FOR AND ON BEHALF OF  
ENERGYAUSTRALIA



### ANNEXURE C

THIS IS THE ANNEXURE MARKED "A" TO THE LEASE BETWEEN GROSVENOR PACIFIC PTY LIMITED as LESSOR and ENERGYAUSTRALIA as LESSEE.

I certify that the attorney(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this transfer in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the attorney(s) named below who signed this transfer pursuant to the power of attorney specified.

Signature of witness:

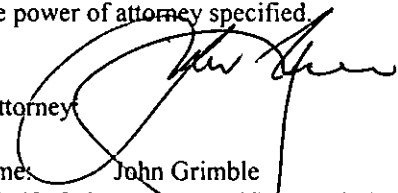


Name of witness:

MARISA TRIPODI

Address of witness: 14/77 Castlereagh Street, Sydney

Signature of attorney



Attorney's name:

John Grimble

Signing on behalf of: Grosvenor Pacific Pty Limited

Power of attorney

-Book: 4567

-No.: 418

Signed by Oversea-Chinese Banking Corporation Limited by that company's attorney under power of attorney  
Book 4574 No. 321 dated 21 July 2009  
in the presence of



TEE LOK TAN

LEVEL 2, 75 CASTLEREAGH ST. SYDNEY

HY

SIGNATURE OF ATTORNEY

HELEN YAP CHOONG LAN

FULL NAME OF ATTORNEY



Our Ref: JLB.KLO.94648

**cbp**

15 December 2009

Attention: Steven Lang  
Department of Lands  
Fax No. 9223 9464

Dear Steven

**Grosvenor Pacific Pty Limited**

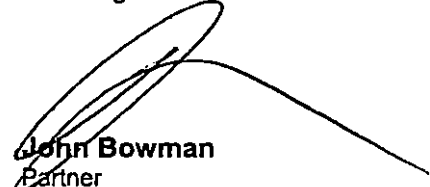
We act for Oversea-Chinese Banking Corporation Limited.

We are instructed to advise that OCBC consents to the lodgement and registration of the following dealings for the benefit of Grosvenor Pacific Pty Ltd:-

1. AF175320 - Request
2. AF175321 - Surrender of Lease
3. AF175349 - New lease.

Please kindly confirm receipt of this letter.

Kind regards

  
**John Bowman**  
Partner  
Email: jlb@cbp.com.au  
Direct Line: +61 (02) 8281 4504

**Contact: Kate O'Brien**  
Senior Associate  
Email: klo@cbp.com.au  
Direct Line: +61 (02) 8281 4473

T 61 2 8281 4555  
F 61 2 8281 4567  
E law@cbp.com.au  
I www.cbp.com.au

Level 42, 2 Park Street  
Sydney NSW 2000  
Australia

DX 280 Sydney  
GPO Box 214  
Sydney 2001  
Advoc Asia member

**Colin Biggers  
& Paisley**  
ABN 38 941 300 979  
**LAWYERS**

Bartier Perry Pty Ltd  
18/133 Castlereagh Street  
Sydney NSW 2000  
www.bartier.com.au

DX 109 Sydney  
PO Box 2631  
Sydney NSW 2001

Tel +61 2 8281 7800  
Fax +61 2 8281 7838  
ABN 30 124 690 053

**Bartier  
Perry**

The Registrar General  
Land and Property Information NSW  
Queen Square  
SYDNEY NSW 2000

2 December 2009

Our ref PLC:095016

Dear Registrar General

**EnergyAustralia's Lease of Substation Premises No. 35782 from Grosvenor Pacific Pty Limited at 19-25 Grosvenor Street, Neutral Bay and Surrender of Lease P720902**

We act for EnergyAustralia and on its behalf lodged Caveat AF58687 to protect EnergyAustralia's interest under a Deed of Agreement for Lease.

We are instructed to consent to registration of:

1. Surrender of Lease P720902;
2. Stratum Plan of Subdivision prepared by Surveyor Sterlighov (Surveyor's Ref: 00603 SUB); and
3. Lease of Substation Premises No. 35782.

On registration of the Lease of Substation Premises No. 35782, Caveat AF58687 should be removed from title.

If you require any additional information please let us know.

Yours faithfully  
**Bartier Perry**



**Peter Cahill | Executive Lawyer**  
D 8281 7872 F 8281 7805 M 0412 839 195  
pcahill@bartier.com.au

copy to Warwick Weekley - EnergyAustralia (2009/22791)



Form: 1SCH  
Edition: 1705

**CONSOLIDATION  
CHANGE OF BY-L**



**AP329663M**

New South Wales  
Strata Schemes Management  
Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

For the common property  
CP/SP82955

(B) **LODGED BY**

Document  
Collection  
Box

Name, Address or DX, Telephone, and Customer Account Number if any

C/- Chambers Russell Lawyers  
GPO Box 7100  
SYDNEY NSW 2001 P (02) 8248 2800

Reference (optional): SYD190433

CODE

**CH**

(C) The Owners-Strata Plan No 82955 ..... certify that a special resolution was passed on 15 April 2019

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Schedule 2 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A

(G) The seal of The Owners-Strata Plan No. 82955 ..... was affixed on 7th MAY 2019 ..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

*Nicole Tilbrook*

Name

NICOLE TILBROOK

Authority

STRATA MANAGER

Signature

Name

Authority




**Annexure A to Form 15CH**

# Consolidated by-laws

## **The Owners—Strata Plan No 82955**

21 Grosvenor Street, Neutral Bay 2089

  
Signed by the person(s) who attested the  
affixing of the seal of the Owners Corporation  
to the Form 15CH Consolidation / Change of  
By-Laws to which this document is Annexed.

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## **Schedule 1 Consolidated By-Laws**

### **1. Noise**

---

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

### **2. Vehicles**

---

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

### **3. Obstruction of common property**

---

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

### **4. Damage to lawns and plants on common property**

---

An owner or occupier of a lot must not:

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

### **5. Damage to common property**

---

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 5.2 An approval given by the Owners Corporation under clause 5.1 cannot authorise any additions to the common property or that contravenes any fire or public safety code.

### **6. Behaviour of owners and occupiers**

---

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

### **7. Children playing on common property in building**

---

An owner or occupier of a lot must not permit any child up to the age of 12 years of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8. Behaviour of invitees**

---

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

## **9. Depositing rubbish and other material on common property**

---

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

## **10. Drying of laundry items**

---

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

## **11. Cleaning windows and doors**

---

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

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

---

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

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

---

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

## **14. Floor coverings**

---

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

- 14.2 Without limiting the requirements of this by-law, if an owner proposes to lay a floor finish within a lot that is other than carpet:
- (a) he/she must first obtain the written permission of the Owners Corporation (or the Executive Committee if this function is delegated to the Executive Committee), providing details of the appropriate acoustic treatment to be supplied. The minimum sound transmission standard to be achieved for the floor finish must be the standard prescribed, at the time of installation, by the Building Code of Australia or Council of the City of North Sydney, whichever is the higher standard; and
  - (b) consent should not be unreasonably withheld if by-law 14.2(a) is complied with.
- 14.3 When floor coverings are changed, owners or occupiers must provide the Owners Corporation with an acoustic report signed by an acoustic engineer following installation of a floor finish other than carpet to demonstrate compliance with this by-law.
- 14.4 Any changed floor covering is for the exclusive use and enjoyment of the owner of the relevant lot; is installed at the sole risk of the owner and must be maintained, repaired or replaced at the sole cost of the owner.

## **15. Garbage disposal**

---

An owner or occupier of a lot must:

- (a) dispose of general waste by using the garbage chute in the Building, which can be accessed, on each floor through the garbage room located on the common property.
- (b) must dispose of recyclable waste by placing it in an appropriate container in the garbage room located on the common property on each floor;
- (c) must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (d) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled; and
- (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

## **16. Keeping of animals**

---

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

- (d) take any action that is necessary to clean all areas of the lot or the common property that are soiled or damaged by the animal.

## **17. Appearance of lot**

---

- 17.1 The owner or occupier of a lot must not, without the written consent of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 17.2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as prohibited by by-law 10.
- 17.3 In particular, owners and occupiers must comply with the rules regarding signage contained in the Strata Management Statement.

## **18. Furniture and possessions on balconies and roof top terraces**

---

- 18.1 Owners and occupiers of Lots must ensure that any furniture, possessions and other items on balconies and roof top terraces are secured or safely stored in order to prevent any item from blowing away or falling from the balcony or terrace. Without limitation:
  - (a) any umbrellas used must be weighted at the base;
  - (b) umbrellas must never be left up when balcony or terrace is not in use or in high winds; and

all portable items (towels, toys, utensils) should be removed from balcony or stored securely when the balcony or terrace is not in use.
- 18.2 Owners and occupiers are responsible for any damage or loss occasioned by items falling from their balconies or terraces.

## **19. Notice-board**

---

The Owners Corporation must cause a notice board to be affixed to some part of the common property.

## **20. Change in use of lot to be notified**

---

- 20.1 An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).
- 20.2 Nothing in this by-law should be construed as authorising any owner or occupier of any lot to change the use of his or her lot. Any change of use of a lot must comply with the requirements of all competent authorities, these by-laws and the Strata Management Statement.



## **21. Use of carparking spaces**

---

- 21.1 An Owner or occupier of a lot can only use the carparking space/s attached to his or her lot (if any) for the purpose of parking private motor vehicles.
- 21.2 An owner or occupier of a lot may not use any power point located within the carparking space attached to his or her lot (if any) to power any electrical equipment on a continuing basis. These power sources are common property and may only be used by owners or occupiers for small appliances and on a short-term basis.
- 21.3 The Owners Corporation has the right to use any power source located within a lot provided that use complies with the restrictions imposed by by-law 21.2.
- 21.4 The Owners Corporation has the right to disconnect any power source used by an owner or occupier in contravention of by-law 21.2.

## **22. Access to services and plant rooms**

---

- 22.1 S.65 of the Management Act gives power to the Owners Corporation, its agents, employees or contractors, power to enter on any part of the parcel for the purpose of carrying out work required to be carried out by the owners corporation under the Management Act or by an order made under the Management Act or required by any public authority. Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under s.65.
- 22.2 Owners and occupiers of lots must allow access to the Owners Corporation, its agents, employees or contractor's access to their lots for the purpose of carrying out any necessary works or servicing of the building or its services, even when access to any plant, equipment or services is via that owner or occupier's lot. The Owners Corporation, via the Executive Committee or the Strata Manager, must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

## **23. Strata Management Statement**

---

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

## **24. Leasing Manager**

---

- 24.1 The owner for the time being of Lot 50 (being the manager's office) has the right to conduct a letting service and tenancy management service for residential apartments within the strata scheme and to provide ancillary services.

- 24.2 The owner for the time being of Lot 50 has the right to assign its rights under this by-law to a leasing manager to conduct the business or to consent to the sale or assignment of the business by the leasing manager to another operator.
- 24.3 Any occupant of Lot 50 must however obtain the consent of any relevant authority to the operation of its business and subject to its rights under this by-law and the Strata Management Statement, obey the requirements of the Strata Management Statement, these by-laws (and any future by-laws) and the reasonable direction of the Building Manager appointed under the Strata Management Statement.

## **25. Ducted air conditioning supplied by original owner**

---

### **Within individual lots**

- 25.1 Where ducted air conditioning has been installed in a lot by the Original Owner, the Owners Corporation owns the Air Conditioning Equipment installed and located within any lot and the owners of the air conditioned lots have exclusive use and enjoyment of the Air Conditioning Equipment.
- 25.2 The Owners Corporation:
- (a) must maintain replace or repair the Air Conditioning Equipment as necessary;
  - (b) bears the sole responsibility of insuring the Air Conditioning Equipment.
  - (c) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and
  - (d) repair damage to common property or the property of lot owners caused by exercising rights or complying with obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.
- 25.3 The Owners Corporation must enter into a service agreement with a reputable company for the servicing maintenance and repair of the Air Conditioning Equipment.
- 25.4 The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment will be borne by the owners of the lots that have ducted air conditioning. The cost will be based on each lot's recorded level of consumption.
- 25.5 The Air Conditioning Equipment will be individually metered and lot owners will be individually invoiced according to their level of usage of the air conditioning.
- 25.6 For the avoidance of doubt, this by-law applies to the habitable portions of Lots 1 to 6 inclusive, Lots 22 to 33 inclusive and Lots 45 to 49 inclusive.

### **Within common property**

- 25.7 Where ducted air conditioning has been installed in common areas by the Original Owner, the Owners Corporation owns the Air Conditioning Equipment installed.
- 25.8 The Owners Corporation must comply with by-law 25.2 and 25.3.
- 25.9 The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment will be borne by the owners on a unit entitlement basis.

## **26. Air conditioning in the building installed by lot owners**

---

26.1 Where air conditioning has been installed in a lot by an owner of a lot, the owner of each lot:

- (a) owns the Air Conditioning Equipment installed and located throughout the Building and connected to the lot; and
- (b) has a special privilege to connect to the Air Conditioning Equipment on the common property and to access his or her own Air Conditioning Equipment via the common property for the purposes of maintenance or repair.

26.2 Each owner acknowledges that even if it wishes to install his or her own air-conditioning that despite compliance with the following provisions, approval by the Owners Corporation cannot be guaranteed and approval will be subject to (among other things) there being sufficient power capacity to the strata scheme being available from Energy Australia:

- (a) must first obtain approval from the Owners Corporation, the local Council and any other competent authority before installing any air conditioning;
- (b) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
- (c) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her lot which may be carried out by the Owners Corporation;
- (d) bears the sole responsibility of insuring any Air Conditioning Equipment;
- (e) make prior arrangement with the Building Manager to gain access to his or her Air Conditioning Equipment;
- (f) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment in particular any code or regulation relating to noise levels of the Equipment;
- (g) repair damage to common property or the property of another owner or occupier caused by exercising rights or complying with obligations under this by-law or when removing any Air Conditioning Equipment; and
- (h) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

## **27. Building Management Committee**

---

The Executive Committee must appoint one member of the Executive Committee to be the representative of the Owners Corporation on the Building Management Committee. The Executive Committee may appoint a further person to be a substitute or stand-by representative on the Building Management Committee. The appointment/s will be annual unless a vacancy becomes available.

## **28. Structural support in the building**

---

An owner or occupier must not carry out any alteration to any part of the Building which provides structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

## **29. Agreement with the building manager**

---

- 29.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- 29.2 The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Building Manager may have rights to terminate the agreement early.
- 29.3 The agreement may specify the Building Manager duties, which may include:
- (a) caretaking, supervising and servicing the common property;
  - (b) supervision of cleaning, repair, maintenance, renewal or replacement of common property;
  - (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handyperson, room cleaning and servicing, food and non-alcoholic drink services;
  - (d) supervising any Owners Corporation employees or contractors;
  - (e) supervising the Building generally;
  - (f) doing anything else that the Owners Corporation agrees is necessary for the operation and good management of the Building;
  - (g) managing and providing security keys and access cards;
  - (h) monitoring and calculating air conditioning consumption data; and
  - (i) providing concierge services.
- 29.4 The Building Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Building.
- 29.5 Owners and occupiers must not:
- (a) interfere with or stop the Building Manager exercising its duties and performing its functions under its agreement with the Owners Corporation; or
  - (b) interfere with or stop the Building Manager using common property that the Owners Corporation permits the Building Manager to use.

### **30. Works to or within lots**

---

When carrying out any works to or within lots, owners or occupiers must:

- (a) first make arrangements with the Building Manager (or if there is no building manager, then with the appointed representative of the Executive Committee) for access and lift use by any workmen; and
- (b) take all reasonable care to cause as little disturbance as practicable to other owners or occupiers within the strata scheme.

### **31. Courtyard Level 1**

---

The courtyard on level 1 is a closed garden, providing light and visual amenity only. No-one is permitted access to this courtyard, other than contractors or employees of the Owners Corporation for servicing and maintenance.

## **Dictionary**

**Air Conditioning Equipment** means an air conditioner inside a lot or throughout the strata scheme and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

**Building** means the building constructed at 19-25 Grosvenor Street, Neutral Bay comprising the retail and residential apartment building with basement parking, known as Lucca.

**Building Manager** means the person or company appointed to manage the Building under the terms of the Strata Management Statement or these by-laws.

**Building Management Committee** means the building management committee created pursuant to the Strata Management Statement.

**Easements** means the easements created by the Stratum Instrument.

**Management Act** means the Strata Schemes Management Act, 1996 as amended.

**Members** means the Members as defined in the Strata Management Statement.

**Owners Corporation** means the Owners Corporation formed on registration of the strata scheme for the Building.

**Security Gate** means the security access gate to the basement carpark of the strata scheme.

**Shared Facilities** means the Shared Facilities referred to in the Strata Management Statement.

**Strata Act** means the Strata Schemes (Freehold Development) Act, 1973 as amended.

**Strata Management Statement** means the strata management statement registered with the strata plan in respect of the Building.

**Stratum Instrument** means the s.88B Instrument registered with deposited plan 1144637 in respect of the Building.

## **Special By-Law 1 – Smoking on the Premises**

### **Smoking On The Premises**

1. For the purposes of this by-law:
  - (a) “smoke” means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
  - (b) “the property” means all lots and the common property of the strata scheme;
  - (c) an owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
2. An owner or occupier of a lot must not smoke, or allow anyone else to smoke, within a lot or the common property.
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
  - (a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; or
  - (b) upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person
  - (c) smoking to cease smoking immediately or to leave the property immediately, and the person did so.
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
  - (a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or,
  - (b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.
5. This by-law does not prohibit smoking within the property by a person who, on the basis that the person smoked regularly before this by-law was made, has obtained the consent of the owners’ corporation in writing to smoking, provided:
  - (a) the person resides in the property;
  - (b) the person does not smoke within the building or at a location visible from a public street;
  - (c) the smoke generated by the person’s smoking is not discernible in a lot, and does not enter any air conditioning serving the building;
  - (d) the person does not smoke in or near an area in which clothes dry or children play;
  - (e) the person complies with any other conditions that the Owners’ Corporation may place upon its consent.

The owners’ corporation may place conditions upon a consent given by it pursuant to paragraph 5. The recipient of the owners’ corporation’s consent must comply with such conditions.

## Schedule 2 Addition of Special By-Law 2

# SPECIAL BY-LAW 2

*A by-law with respect to awnings.*

## 1 Approval of work

---

### 1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

### 1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

### 1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

### 1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

### 1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, on reasonable request of the owners corporation.

### 1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

### **1.7 Default**

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

### **1.8 Scope of Works**

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

## **2 Methods and procedures**

---

### **2.1 Approvals**

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

### **2.2 Consent**

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

### **2.3 Bond**

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
  - (i) as reasonably determined from time to time by the owners corporation; or
  - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and
- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.



## **2.4 Acting through others**

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

## **2.5 Liability for occupiers and invitees**

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

## **2.6 Exercise of care, skill and compliance with law**

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

## **2.7 Obligation to do work to remedy breach**

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

## **2.8 Conditions attaching to remedial work**

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:

- (i) in accordance with any applicable law and any other applicable requirement hereof; and
- (ii) in a proper and workmanlike manner and exercising due care and skill.

**Note.** *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

## **2.9 Power to carry out work and recover costs**

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

## **2.10 Application of the Civil Liability Act 2002**

- (a) Owners and occupiers of lots acknowledge and agree that:
  - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
  - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

## **2.11 Recovery of amounts**

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
  - (i) any interest payable; and
  - (ii) the expenses of the owners corporation incurred in recovering those amounts.

**Note.** *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

## **2.12 Alteration of building affecting lot boundary**

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

# **3 Definitions and interpretation**

## **3.1 Interpretation**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

### **3.2 Functions of the owners corporation**

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

### **3.3 Severability**

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

### **3.4 Definitions**

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

**Approval** means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;

- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

**Authorised Lot** means lot 46, 47, 48 and 49 in the strata scheme bearing folio identifier 46/SP82955, 47/SP82955, 48/SP82955 and 49/SP82955;

**Authorised Owner** means:

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

**Authority** means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

**Building Works Conditions** means the provisions of Annexure A;

**Building Works** has the meaning given to it in the Building Works Conditions;

**common property** means the common property in the strata scheme;

**Development Act** means the Strata Schemes Development Act 2015;

**Exclusive Use Area** means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
  - (i) only accessible from within that premises; or
  - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

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

**occupier** means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

**owner** means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

**owners corporation** means the owners corporation created on registration of the strata plan;

**Permitted Work** means Building Works as set out in the Scope of Works.

**Resolution** means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

**Scope of Works** means the Scope of Works in Annexure B;

**strata plan** means strata plan number 82955; and

**strata scheme** means the strata scheme relating to the strata plan.

## **Annexure A Building Works Conditions**

### **1 Building Works Conditions**

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#### **1.1 General conditions applying to Building Works**

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

#### **1.2 Connection to services**

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

#### **1.3 Cleanliness, protection and rectification**

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

#### 1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

#### 1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

#### 1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

#### 1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

#### 1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

**Building Code of Australia** has the meaning given to it under the Environmental Planning and Assessment Act 1979;

**Building Works** means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

**you** means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

**your** has a corresponding meaning to You.

## Annexure B Scope of Works

### 1 Scope of Works

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#### 1.1 New Works

Except for the Excluded Work, and subject to the General Specifications, the following works are Permitted Work if they had not been done at the time of the making of this by-law:

##### (a) Awning Work

The installation of a fixed or retractable (manual or motorised) awning on the common property for the use or benefit of the Authorised Lot, including the associated electrical works, provided that the awning, once installed, does not encroach upon the airspace of another lot.

#### 1.2 Definitions

In this Scope of Works, unless the context otherwise requires:

**Excluded Work** means:

- (a) any work requiring alteration of the structural elements of the property (such as without limitation core drilling of a slab), save that, for the purposes of this clause, the following are not considered alteration of a structural element of the property:
  - (i) the mere removal of a non-load bearing wall in accordance with this by-law; and
  - (ii) a penetration through a wall of the property which is otherwise done in accordance with the requirements of this by-law; and
- (b) any work in a lot other than the Authorised Lot the subject of the Permitted Works (such as, without limitation, the installation of bulkheads and drainage services in a lot below); and
- (c) any work that is visible from the public street, except with the express prior written consent of the owners corporation;

**General Specifications** means:

- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory Energy Rating Label for each such appliance as required by law; and
- (c) any plant and equipment or appliance forming part of the Permitted Works must be new and if replaced must be replaced with new plant and equipment or appliances or plant and equipment or appliances reconditioned to a standard which is not less than that which originally applied to the same; and

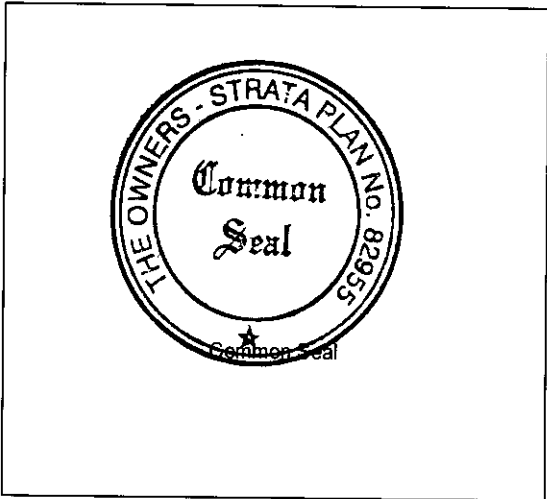


Execution

THE COMMON SEAL of The Owners—Strata Plan No 82955 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
<i>N. Tilbrook</i>
Full name of Authorised Person
<i>NICOLE TILBROOK</i>
Capacity of Authorised Person
<i>10<sup>th</sup> STRATA MANAGER</i>
Address of signatory
<i>187 KENT ST, SYDNEY 2000</i>

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



<i>7th MAY 2019.</i>
Date of affixing of the Seal

FILM WITH AP329663

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners—Strata Plan No 82955 was affixed on ^ 7th May 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature: N. Tilbrook Name: NICOLE TILBROOK Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

\* Strike through if inapplicable





Applicant:

**InfoTrack Pty Ltd**  
**GPO BOX 4029**  
**Sydney**  
**NSW 2001**

**PLANNING CERTIFICATE UNDER  
SECTION 10.7 ENVIRONMENTAL PLANNING  
AND ASSESSMENT ACT 1979**

**Cert. No.:** 2922/02  
**Page No.:** 1 of 11

<b>Parcel No:</b> 62079	<b>Date:</b> 07/11/2023
	<b>Receipt No.:</b>
	<b>Your REF:</b> 68731

Property Description:

**Unit 309 21 Grosvenor Street NEUTRAL**  
**BAY NSW 2089**  
**LOT: 67 SP: 82955**

Owner (as recorded by council):

**Ruth Oh**  
  
**UNIT 2**  
**1 Boronia Street**  
**KENSINGTON NSW 2033**

Following is your Planning Certificate issued by North Sydney Council under sections 10.7 (2) of the Environmental Planning and Assessment Act, 1979 (EP&A Act). Information contained within this Certificate is based on data from Council's records as it existed at the date of this Certificate.

Council gives notice that the information supplied herein marked with an asterisk (\*), has been complied by Council from sources outside of Council's control. While Council has provided the information herein with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

The Title information shown on this Certificate has been obtained from the Land and Property Information NSW, therefore Council cannot guarantee accuracy. Where this Certificate refers to a specific allotment (or allotments) within a strata plan the Certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the Certificate may relate to the whole or any part of the strata plan.

Where a particular matter has been unanswered or has not been elaborated upon, such silence should not be interpreted as a meaning or inferring either a negative or positive response as the case may be.

Please note that the accuracy of the information contained within this Certificate may change after the date of this Certificate due to changes in legislation, planning controls or the environment of the land.

Should you have any enquiries, please contact the Council's Customer Service Centre on 02 9936 8100.



**THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO SECTION 10.7(2) OF THE EP&A ACT, 1979 AND SCHEDULE 2 TO THE EP&A REGULATION 2021, AS IT RELATES TO THE SUBJECT LAND**

**1. APPLICABLE ENVIRONMENTAL PLANNING INSTRUMENTS**

**1.1. STATE ENVIRONMENTAL PLANNING POLICIES\***

SEPP No. 65 - Design Quality of Residential Apartment Development  
SEPP (Biodiversity and Conservation) 2021  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Housing) 2021  
SEPP (Industry and Employment) 2021  
SEPP (Planning Systems) 2021  
SEPP (Precincts-Eastern Harbour City) 2021  
SEPP (Primary Production) 2021  
SEPP (Resilience and Hazards) 2021  
SEPP (Resources and Energy) 2021  
SEPP (Transport and Infrastructure) 2021

*Note.* Summaries of the SEPPs are provided on the Department of Planning's website at: [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

**1.2. DRAFT STATE ENVIRONMENTAL PLANNING POLICIES\***

**Draft Amendment to SEPP (Transport and Infrastructure) 2021 - Chapter 4 Major Infrastructure Corridors**

An Explanation of Intended Effect (EIE) to outline proposed amendments to Chapter 4 of the Transport and Infrastructure SEPP – exhibition 22 August to 19 September 2022.

**Draft Amendment to SEPP (Housing) 2021**

An Explanation of Intended Effect (EIE) to outline proposed amendments to the Housing SEPP including:

- Revised floor space bonuses for in-fill affordable housing;
- New planning approval pathways for social housing and affordable housing;
- New land use terms for “group homes” and “hostels”;
- New mechanisms to deliver temporary supportive accommodation
- Revising seniors independent living unit accessibility standards
- Increasing permissibility of boarding houses in regional areas and where shop top housing is permitted.

– exhibition 22 November to 13 January 2023.

*Note.* Summaries of the draft SEPPs are provided on the Department of Planning's website at: [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

**1.3. LOCAL ENVIRONMENTAL PLANS**

**North Sydney Local Environmental Plan 2013**

Published on the NSW legislation website on 2 August 2013 and came into force on 13 September 2013, as amended.

**1.4. DRAFT LOCAL ENVIRONMENTAL PLANS**

**Planning Proposal 3/22 to amend North Sydney Local Environmental Plan 2013 – Five Ways Triangle site, Crows Nest**



The Planning Proposal seeks to amend *North Sydney Local Environment Plan 2013* (NSLEP 2013) for land at 391-423 Pacific Highway, 3-15 Falcon Street and 8 Alexander Street, Crows Nest (also known as Five Ways Triangle site). In particular, the proposed amendments include:

- Increase the maximum building height from 16 metres to 62.5 metres;
- Increase the minimum non-residential floor space ratio from 0.5:1 to 2.5:1; and
- Introduce an overall floor space ratio of 5.8:1.

The Planning Proposal will be on public exhibition from Wednesday 3 May 2023 to Wednesday 31 May 2023.

*Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 27 June 2022, the public exhibition of the Planning Proposal and its subsequent plan making steps are being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning and Environment.*

### **Planning Proposal 9/21 to amend North Sydney Local Environmental Plan 2013 – 360 Pacific Highway, Crows Nest (Dept of Planning Ref: PP-2021-7169)**

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 360 Pacific Highway, Crows Nest. In particular, the proposed amendments include:

- Increase the maximum building height from 10 metres to RL 163.8 (18 storeys);
- Introduce an overall FSR of 5.5:1; and
- Increase the minimum non-residential FSR from 0.5:1 to 2:1.

The Planning Proposal will be on public exhibition from Monday 8 May 2023 to Tuesday 6 June 2023.

*Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 27 June 2022, the public exhibition of the Planning Proposal and its subsequent plan making steps are being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning and Environment.*

### **Planning Proposal 5/20 to amend North Sydney Local Environmental Plan 2013 – 52 Alfred Street South, Milsons Point**

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 52 Alfred Street South, Milsons Point. In particular, the proposed amendments include:

- Increase the maximum building height from 40 metres to part RL 88 and part RL 84.

The Planning Proposal will be on public exhibition from Wednesday 10 May 2023 to Wednesday 21 June 2023.

### **Planning Proposal 8/21 to amend North Sydney Local Environmental Plan 2013 – North Sydney Centre - Height of Buildings Variation**

The Planning Proposal seeks to amend *North Sydney Local Environment Plan 2013* (NSLEP 2013) to ensure that when an application is received with a request to exceed the maximum height of buildings development standard under clause 4.3 on land within the *North Sydney Centre*, that the request to vary the development standard must consider the criteria currently contained under both clauses 4.6 and 6.3(3) to NSLEP 2013.

The Planning Proposal will be on public exhibition from Monday 14 August 2023 to Monday 25 September 2023.



## **Planning Proposal 5/22 to amend North Sydney Local Environmental Plan 2013 – 71-89 Chandos Street, St Leonards**

The Planning Proposal seeks to amend the planning controls to *North Sydney Local Environment Plan 2013* (NSLEP 2013). In particular, the proposed amendments include:

- Increase the maximum building height control from 20 metres to 43 metres (12 storeys);
- Impose a maximum floor space ratio (FSR) control of 4:1;
- Increase the minimum non-residential FSR control from 0.6:1 to 1:1; and
- Introduce a site-specific provision allowing the maximum building height to be exceeded by no more than 2 metres for lift overrun and associated lift structures for the purpose of providing inclusive access to communal open space at the rooftop.

The Planning Proposal will be on public exhibition from Wednesday 23 August 2023 to Wednesday 4 October 2023.

## **Planning Proposal 3/23 to amend North Sydney Local Environmental Plan 2013 – 50-56, 70-72 & 78-88 Parraween Street, Cremorne (Dept of Planning Ref: PP-2023-987)**

This Planning Proposal seeks to amend North Sydney Local Environment Plan 2013 to identify 50-56, 70-72 & 78-88 Parraween Street as local heritage items in Schedule 5 – Environmental Heritage and on the Heritage Map.

The Planning Proposal will be on public exhibition from Friday 25 August 2023 to Friday 22 September 2023.

## **Planning Proposal 5/23 to amend North Sydney Local Environmental Plan 2013 – 115-125 Holt Avenue, Cremorne (Dept of Planning Ref: PP-2023-1627)**

This Planning Proposal seeks to amend *North Sydney Local Environment Plan 2013* to identify 115-125 Holt Avenue, Cremorne as local heritage items within Schedule 5 – Environmental Heritage and on the Heritage Map.

The Planning Proposal will be on public exhibition from Tuesday 19 September 2023 to Tuesday 17 October 2023.

### **1.5. DEVELOPMENT CONTROL PLANS\***

#### **North Sydney Development Control Plan 2013**

*North Sydney Development Control Plan 2013* as adopted by Council on 2 September 2013 and came into effect on 13 September 2013, as amended. *North Sydney Development Control Plan 2013* applies to all land to which *North Sydney Local Environmental Plan 2013* applies.

### **1.6. DRAFT DEVELOPMENT CONTROL PLANS\***

#### **Draft Amendment to North Sydney DCP 2013 (270-272 Pacific Highway, Crows Nest)**

On 28 March 2022, Council resolved to endorse a draft amendment to North Sydney Development Control Plan (NSDCP) 2013 to incorporate site specific controls for land at 270-272 Pacific Highway, Crows Nest and place that draft amendment on public exhibition. Public exhibition of the draft amendment to NSDCP 2013 will take place from Wednesday 17 August 2022 to Wednesday 28 September 2022.

## **2. ZONING AND PERMISSIBLE USES**





## **North Sydney Local Environmental Plan 2013**

### **Zone: MU1 – Mixed Use**

Permitted without consent

Nil

Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Sex services premises; Shop top housing; Signage; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals

Prohibited

Any other development not specified above, is prohibited in the zone

### ***Exempt Development***

Development for the purposes set out in clause 3.1 of *North Sydney Local Environmental Plan 2013* is exempt development, which may be carried out within the zone without the need for development consent.

### ***Complying Development***

Development for the purposes set out in clause 3.2 of *North Sydney Local Environmental Plan 2013* is complying development, which may be carried out within the zone without the need for development consent, provided that a complying development certificate is obtained.

### ***Additional prohibited uses***

The land IS SUBJECT TO clause 2.9 to *North Sydney Local Environmental Plan 2013* which prohibits canal estate development on any land to which *North Sydney Local Environmental Plan 2013* applies.

Development Consent MAY BE REQUIRED for the DEMOLITION of all or part of any building on the subject land under *North Sydney Local Environmental Plan 2013*. Refer to *SEPP (Exempt and Complying Development Codes) 2008* and Clause 3.1 under *North Sydney Local Environmental Plan 2013*.

## **2.1. DWELLING HOUSE RESTRICTIONS**

*North Sydney Local Environmental Plan 2013* DOES NOT set minimum land dimensions for the erection of a dwelling house on the subject land.

## **2.2. HERITAGE CONTROLS**

### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

The subject land IS NOT identified as containing a HERITAGE ITEM under *Chapter 6 - Water Catchments to SEPP (Biodiversity and Conservation) 2021*.

## **North Sydney Local Environmental Plan 2013**

The subject land IS NOT WITHIN A CONSERVATION AREA, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.



The subject land IS NOT identified as containing A HERITAGE ITEM, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

### 2.3. BIODIVERSITY VALUE

The subject land DOES NOT include or comprise an area of OUTSTANDING BIODIVERSITY VALUE under the *Biodiversity Conservation Act 2016*.

### 3. INFRASTRUCTURE CONTRIBUTIONS

#### LOCAL INFRASTRUCTURE CONTRIBUTIONS

**North Sydney Local Infrastructure Contributions Plan 2020.** Local infrastructure contributions plan made under sections 7.11 and 7.12 of the Environmental Planning and Assessment Act 1979, applying to all development in the North Sydney local government area. Effective from 1 March 2021.

#### HOUSING AND PRODUCTIVITY CONTRIBUTIONS

The subject land IS LOCATED within the *Greater Sydney Region* as shown on the map marked "*Housing and Productivity Contributions Regions Map*" to which the *Environmental Planning and Assessment Amendment (Housing and Productivity Contribution) Order 2023* applies.

#### SPECIAL CONTRIBUTIONS AREAS

The subject land is NOT LOCATED within a Special Contributions Area.

### 4. COMPLYING DEVELOPMENT\*

**Note.** This part of the Planning Certificate only addresses matters raised in Clauses 1.17A(1)(c)-(e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other relevant requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

Information pertaining to the extent of the subject land that is only partly affected by a land exclusion under clauses 1.17A(1)(c)-(e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, is not provided within this Planning Certificate. It is your responsibility to determine the extent of the land where complying development can or cannot be undertaken for the purpose of this Policy. This information can be obtained by visiting Council's offices at 200 Miller Street, North Sydney, Council's website: [www.northsydney.nsw.gov.au](http://www.northsydney.nsw.gov.au) or contacting Council on 9936 8100.

#### **Housing Code**

Complying development types specified within the Housing Code under Part 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

#### **Rural Housing Code**

Complying development types specified within the Rural Housing Code under Part 3A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

#### **Industrial and Business Buildings Code**





Complying development types specified within the Industrial and Business Buildings Code under Part 5A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Housing Alterations Code**

Complying development types specified within the Housing Alterations Code under Part 4 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **General Development Code**

Complying development types specified within the General Development Code under Part 4A *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Industrial and Business Alterations Code**

Complying development types specified within the Industrial and Business Alterations Code under Part 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Subdivisions Code**

Complying development types specified within the Subdivisions Code under Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Demolition Code**

Complying development types specified within the Demolition Code under Part 7 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Fire Safety Code**

Complying development types specified within the Fire Safety Code under Part 8 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Container Recycling Facilities Code**

Complying development types specified within the Container Recycling Facilities Code under Part 5B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Low Rise Housing Diversity Code**

Complying development types specified within the Low Rise Housing Diversity Code under Part 3B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Greenfield Housing Code**

Complying development types specified within the Greenfield Housing Code under Part 3C of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Agritourism and Farm Stay Accommodation Code**

Complying development types specified within the Agritourism and Farm Stay Accommodation Code under Part 9 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.



## **5. EXEMPT DEVELOPMENT\***

**Note.** This part of the Planning Certificate only addresses matters raised in Clauses 1.16(1)(b1)-(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other relevant requirements of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that the undertaking of those exempt development works are not lawful and may be subject to development control orders under the Environmental Planning and Assessment Act, 1979. Information pertaining to the extent of the subject land that is only partly affected by a land exclusion under clauses 1.16(1)(b1)-(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, is not provided within this Planning Certificate. It is your responsibility to determine the extent of the land where exempt development can or cannot be undertaken for the purpose of this Policy. This information can be obtained by visiting Council's offices at 200 Miller Street, North Sydney, Council's website: [www.northsydney.nsw.gov.au](http://www.northsydney.nsw.gov.au) or contacting Council on 9936 8100.

### **General Exempt Development Code**

Exempt development types specified within the General Exempt Development Code under Division 1 to Part 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Advertising and Signage Exempt Development Code**

Exempt development types specified within the Advertising and Signage Exempt Development Code under Division 2 to Part 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 CAN BE UNDERTAKEN ON THE SUBJECT LAND.

### **Temporary Uses and Structures Exempt Development Code**

Exempt development types specified within the Temporary Uses and Structures Exempt Development Code under Division 3 to Part 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 CAN BE UNDERTAKEN ON THE SUBJECT LAND.

## **6. AFFECTED BUILDING NOTICES & BUILDING RECTIFICATION ORDERS\***

Council is NOT AWARE of any Affected Building Notice, Building Product Rectification Order or Intention to make a Building Product Rectification Order made under the Building Products (Safety) Act 2017 applying to the subject land.

## **7. LAND RESERVED FOR ACQUISITION\***

The subject land is NOT SUBJECT to any reservation for LAND ACQUISITION by a public authority for any purpose under any environmental planning instrument applying to the land as set out in this certificate.

## **8. ROAD WIDENING AND ROAD REALIGNMENT\***

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under the Roads Act 1993.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any environmental planning instrument.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any Council resolution.

## **9. FLOOD RELATED DEVELOPMENT CONTROLS**



***Is the whole or part of the land located within a Flood Planning Area and subject to flood related development controls?***

NO.

***Is the whole or part of the land located between the Flood Planning Area and the probable maximum flood and subject to flood related development controls?***

NO.

#### **10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS\***

##### **Contamination Information:**

Council records indicate that the subject land may have been used in the past for a potentially contaminating activity. Council suggests that you should purchase a section 10.7(5) certificate so that you are aware of this information.

The subject land is NOT AFFECTED by a policy, adopted by the Council or adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land by reason of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils, aircraft noise, coastal hazards, sea level rise or any other risk, except contamination.

#### **11. BUSHFIRE PRONE LAND\***

The subject land is NOT IDENTIFIED as BUSHFIRE PRONE LAND on Council's Bushfire Prone Land Map as certified by the NSW Rural Fire Service Commissioner dated 22 June 2018 pursuant to the requirements under the of the Rural Fires Act 1997 and Environmental Planning and Assessment Act 1979.

#### **12. LOOSE FILL ASBESTOS INSULATION\***

##### **Loose-fill Asbestos Insulation**

Council has NO RECORD of the subject land being identified on the NSW Fair Trading's *Loose-Fill Asbestos Insulation Register* as containing a residential building containing loose-fill asbestos insulation, (sometimes called "Mr Fluffy" insulation). Loose-fill asbestos is easy to disturb and can become airborne and it is then easily inhaled. Inhaling asbestos fibres can result in serious illness including asbestosis, lung cancer and mesothelioma.

You are advised to contact NSW Fair Trading for more information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

*Note: Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting which may have been used at this site.*

#### **13. MINE SUBSIDENCE\***

The subject land is NOT PROCLAIMED as a MINE SUBSIDENCE DISTRICT within the meaning of the Coal Mine Subsidence Compensation Act 2017.



#### **14. PAPER SUBDIVISION INFORMATION\***

Council is NOT AWARE of a DEVELOPMENT PLAN adopted by a relevant authority or proposed to be subject to a ballot applying to the subject land pursuant to Clause 6 to Schedule 7 of the Environmental Planning and Assessment Act, 1979.

Council is NOT AWARE of a SUBDIVISION ORDER applying to the subject land pursuant to Clause 3 to Schedule 7 of the Environmental Planning and Assessment Act, 1979.

#### **15. PROPERTY VEGETATION PLANS\***

Council is NOT AWARE of the subject land being subject to a Property Vegetation Plan enforced under the Native Vegetation Act 2003.

#### **16. BIODIVERSITY STEWARDSHIP SITES\***

Council is NOT AWARE of the land being identified as a Biobanking Stewardship Site under a Biobanking Agreement enforced under Part 5 of the Biodiversity Conservation Act 2016.

#### **17. BIODIVERSITY CERTIFIED LAND\***

Council is NOT AWARE of the land comprising Biodiversity Certified Land as conferred by the Minister for Planning under the provisions of Part 8 of the Biodiversity Conservation Act 2016.

#### **18. TREE DISPUTE ORDERS\***

Council is NOT AWARE of the subject land being subject to an ORDER issued under the Trees (Disputes Between Neighbours) Act 2006.

#### **19. COASTAL PROTECTION\***

Council is NOT AWARE of the current or previous owners of the subject land having consented to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of that Act).

**Note:** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as sea walls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the Local Government Act 1993.

#### **20. WESTERN SYDNEY AEROTROPOLIS\***

*State Environmental Planning Policy (Precincts – Western Sydney Parkland City) 2021* DOES NOT APPLY to the subject land.

#### **21. SENIORS HOUSING\***

Council is NOT AWARE of the land (or part of the land) being the subject of a development consent which contains conditions imposed in relation to clause 88(2) of *State Environmental Planning Policy (Housing) 2021* or clause 18(2) of former *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.





## **22. AFFORDABLE RENTAL HOUSING\***

Council is NOT AWARE of the land (or part of the land) being the subject of a Site Compatibility Certificate issued pursuant to clause 39 of *State Environmental Planning Policy (Housing) 2021* or clause 37 to former *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Council is NOT AWARE of the land (or part of the land) being the subject of a development consent which contains conditions imposed pursuant to clauses 21(1) or 40(1) to *State Environmental Planning Policy (Housing) 2021* or clauses 17(1) or 38(1) to *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

### **THE FOLLOWING INFORMATION IS PROVIDED FOR THE PURPOSE OF SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT, 1997\***

Council is NOT AWARE of the land (or part of the land) being declared SIGNIFICANTLY CONTAMINATED land, as defined under Section 11 of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being subject to a MANAGEMENT ORDER, as defined under Section 14(1) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being the subject of an approved VOLUNTARY MANAGEMENT PROPOSAL, as defined under Section 17(1) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being subject to an ONGOING MAINTENANCE ORDER, as defined under Section 28(2) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being the subject of a SITE AUDIT STATEMENT, as defined under Part 4 of the *Contaminated Land Management Act, 1997*.

For further information, please contact Council's  
DIVISION OF CITY STRATEGY

**THERESE MANNS**  
**GENERAL MANAGER**  
*Electronically generated certificate  
– no signature required*

7 November 2023

**Infotrack Pty Limited**

**Reference number: 8002936983**

**Property address: U 67/19-25 Grosvenor Lane Cremorne NSW 2090**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

A handwritten signature in black ink that reads "J Gray". The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

Jodie Gray  
Manager Customer Accounts



# Asset Information

## Legend

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

### Disclaimer

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



## Pipe Types

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

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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



Revenue

Enquiry ID	4008065
Agent ID	81429403
Issue Date	07 Nov 2023
Correspondence ID	1774068132
Your reference	68731

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.**

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S82955/67	Unit 309, 21 GROSVENOR ST NEUTRAL BAY 2089	\$1 765	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.



# General Power of Attorney

Complete this form by writing your responses on the lines. Clauses with options are to be completed by placing a tick in the appropriate box and ruling through those options that do not apply.

These margin notes are not part of the prescribed form and can be removed.

Please refer to the Powers of Attorney Fact Sheet that accompanies this form for more information. The Powers of Attorney Fact Sheet is also available from the Land and Property Information website at [www.lpi.nsw.gov.au](http://www.lpi.nsw.gov.au)

You can appoint more than one attorney. If you appoint more than one attorney, it may be useful to appoint people who can work cooperatively and in your best interest.

(Please initial the bottom of this page)

A general power of attorney is a legal document that allows you (the **principal**) to nominate one or more persons (referred to as an **attorney**) to act on your behalf. A general power of attorney gives the attorney the authority, if you choose, to manage your legal and financial affairs, including buying and selling real estate, shares and other assets for you, operating your bank accounts, and spending money on your behalf.

A general power of attorney ceases if you lose your mental capacity after its execution. If you wish the power of attorney to continue if you lose your mental capacity, use the **Enduring Power of Attorney** prescribed form. An attorney under general power of attorney cannot make decisions about your lifestyle or health. These decisions can only be made by a guardian (whether an enduring guardian appointed by you or a guardian appointed by the Civil and Administrative Tribunal or the Supreme Court).

You may set whatever conditions and limitations on your attorney that you choose. An attorney must always act in your best interest. If your attorney does not follow your directions or does not act in your best interest, you should revoke the power of attorney. You or someone on your behalf should inform the attorney of the revocation, preferably in writing. The attorney must then immediately cease to act as your attorney. If anyone else, such as a bank, has been advised about the power of attorney, that person or entity should also be informed of the revocation.

The **Important Information** set out at the end of this form includes notes to assist in completing this form and more fully explains the role and responsibilities of an attorney.

Principal - The person who appoints the attorney is known as the principal.

Attorney - The person you nominate to look after your financial affairs is known as the attorney. You can appoint more than one attorney.

## 1. Appointment of attorney by the principal

I, Ruth OH  
unit 2, 1 Boronia Street.  
Kensington 2033  
[insert full name and address],

appoint Ruby Lee  
unit 2, 1 Boronia St  
Kensington 2033

~~and also appoint~~

~~[insert full name and address of each additional attorney – add more pages if necessary]~~

to be my attorney/s.



## General Power of Attorney

Tick the option that applies  
and rule through any that  
don't apply.

My attorneys are appointed: *[Tick one option only]*

- ☐ Jointly [Your attorneys must all act together]. I want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☐ Jointly [Your attorneys must all act together]. I do not want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☒ Jointly and severally [Your attorneys may act individually or can act with the other attorneys if they choose].

**If no option is selected or the option chosen is unclear or inconsistent, I intend my attorneys to act jointly and severally.**

**Nomination of substitute attorney** *(optional)*

***If your attorney vacates office, you have the option to nominate someone else to take their place.***

If my attorney vacates office, I appoint:

(See **Notes for completion** regarding the meaning of 'vacates').

**You can choose more than one substitute attorney.**

Only complete this section if more than one substitute attorney is appointed. Tick the option that applies and rule through any that don't apply.

[insert full name and address of substitute attorney/s]  
to be my substitute attorney/s.

~~My substitute attorney/s are to be appointed:~~

- ☐ Jointly [*Your attorneys must all act together*].
- Or
- ☐ Jointly and severally [*Your attorneys may act individually or can act with the other attorneys if they choose*].

(Please initial the bottom of this page)



# General Power of Attorney

## 2. Powers

**My attorney may exercise the authority conferred by Part 2 of the Powers of Attorney Act 2003 to do anything on my behalf I may lawfully authorise an attorney to do.**

### Additional powers (optional)

- ☒ I authorise my attorney to give reasonable gifts as provided by section 11(2) of the Powers of Attorney Act 2003.
- ☒ I authorise my attorney to confer benefits on the attorney to meet their reasonable living and medical expenses as provided by section 12(2) to the Powers of Attorney Act 2003.
- ☒ I authorise my attorney to confer benefits on the following persons to meet their reasonable living and medical expenses as provided by section 13(2) of the Powers of Attorney Act 2003. *[insert full name and address of each person below]*

and (delete if not required)

## 3. Conditions and Limitations

**I place the following conditions and/or limitations on the authority of my attorney:**

*[insert any conditions and limitations - add more pages if necessary]*

You may choose to allow your attorney to use your money and assets to pay for those things listed. Tick options which you wish to apply and rule through any that don't apply.

You can confer benefits on as many people as you wish.

You can limit the attorney's power to only carry out certain tasks. For example, you can specify that the attorney may only act to sell your house, or that the attorney can only act to deal with your shares. You can also place any conditions on how those tasks are to be carried out. For example, you can require that the attorney must submit accounts to a nominated accountant every year for audit. If you do not want to have any conditions or limitations placed on your attorney, write "NIL".

(Please initial the bottom of this page)



# General Power of Attorney

You may choose when this power of attorney is to commence operation. Tick the box that corresponds to when you want this power of attorney to operate.

## 4. Commencement

This power of attorney operates: *[Tick one option only]*

☒ Immediately;

☐ On and From \_\_\_\_/\_\_\_\_/\_\_\_\_ up to and including \_\_\_\_/\_\_\_\_/\_\_\_\_  
(specify dates)

☐ Whilst I am overseas;

☐ Other .....

**If no option is selected or the options chosen are unclear or inconsistent, I intend that the power of attorney will operate immediately.**

## 5. Your signature to make the appointment

Signature: Ruth

Date: 07 Sept 2016

Signature of witness E. Chau

Full name and address of witness EUNICE PICK MAY CHAU

UNIT 17, 6-8 Price St, RYDE NSW 2112

You must sign and your signature must be witnessed.

The witness must be someone over the age of 18 and who is not an attorney under this power of attorney.

Please make your attorney aware of their obligations by showing this clause 6 to them. You and your attorneys should also read the **Important Information** section at the end of this document.

Please see a solicitor should the attorney fail to abide by their responsibilities. The Police or the Supreme Court of NSW may also need to be involved.

(Please initial the bottom of this page)

## 6. Attorney responsibilities

**Your attorney must do the following:**

- a) Keep your money and property separate from the attorney's money and property.
- b) Keep reasonable accounts and records of your money and property.
- c) Not benefit from being an attorney, unless expressly authorised by you.
- d) Always act in your best interests.
- e) Always act honestly in all matters concerning your legal and financial affairs.

**Failure to do so may incur civil and/or criminal penalties.**

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