

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 99560461	NSW DAN:
vendor's agent	Infinity Property Agents Suite 38, 112-122 McEvoy Street Alexandria NSW 2015		Phone: 02 9698 4367 Fax: Ref: Kimiko Inagaki
co-agent			
vendor	HENG KENG LEE & AGGIE POH LIAN CHEW		
vendor's solicitor	Chong & Associates Lawyers Level 4, 724-728 George Street Sydney NSW 2000		Phone: 02 92814988 Fax: Ref: Audrey Chong
date for completion	42 days after the contract date (clause 15)		Email: audrey@chonglawyers.com
land	302/19 GROSVENOR STREET NEUTRAL BAY 2089 (Address, plan details and title reference) Lots 29 & 86 Strata Plan 82955 29/SP82955 & 86/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 checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor	REFER TO SIGNING PAGE	witness
	<div> <b>GST AMOUNT (optional)</b>                      The price includes                      GST of: \$                 </div>	
	REFER TO SIGNING PAGE	
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness
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vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

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

PEXA

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Wellman Strata Management Pty Ltd

email: [info@wellmanstrata.com.au](mailto:info@wellmanstrata.com.au)

PO Box Q1916 Queen Victoria Building Sydney NSW 1230

tel: 02 8065 6575

## SIGNING PAGE

### Vendor

SIGNED by )

In the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Print name of signatory

\_\_\_\_\_  
Vendor

### Purchaser (individual)

SIGNED by )

In the presence of: )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Print name of Signatory

\_\_\_\_\_  
Purchaser

### Purchaser (Company)

Signed by the Purchaser in accordance )  
with s127 (1) of the Corporation Act by )

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

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Sole Director and Secretary

\_\_\_\_\_  
Name of authorised person

### Guarantor (Company)

Signed by the guarantor in the presence )  
of: )

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Name and Address

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Name and Address

## PURCHASER INFORMATION AND FIRB DECLARATION FORM

Property address:			
Contract Price:			
Purchaser(s):			
Date of Birth of Purchaser(s):			
Present residential address of Purchaser(s) (including overseas address or registered Office of Company)			
Email address of Purchaser(s)			
Phone number of Purchaser(s)			
Australian Tax file Number:			
Residential Status:	<input type="checkbox"/> Australian Citizen / Permanent Resident	<input type="checkbox"/> Other, Please specify nationality	
FIRB Approval required	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is the Purchaser(s) purchasing the property as trustee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, please specify the names, residential addresses and citizenship of the beneficial owners:			
If a company, list the names, residential addresses and citizenship of the shareholders:			

I hereby certify that the above information is true and correct to the best of my knowledge.

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/Signature of Purchaser Solicitor/Conveyancer

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 302/19 GROSVENOR STREET NEUTRAL BAY 2089 from HENG KENG LEE & AGGIE POH LIAN CHEW to in order that there is no cooling off period in relation to that contract;
3. I do not act for HENG KENG LEE & AGGIE POH LIAN CHEW and am not employed in the legal practice of a solicitor acting for HENG KENG LEE & AGGIE POH LIAN CHEW nor am I a member or employee of a firm of which a solicitor acting for HENG KENG LEE & AGGIE POH
4. LIAN CHEW is a member or employee; and  
I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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

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

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

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

## **26 Crown purchase money**

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

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

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

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

## **27 Consent to transfer**

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

## **28 Unregistered plan**

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

**ADDITIONAL PROVISIONS ANNEXED TO THE CONTRACT FOR THE SALE  
AND PURCHASE OF LAND BETWEEN HENG KENG LEE & AGGIE POH  
LIAN CHEW AS VENDOR AND AS PURCHASER  
DATED**

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**33. DEFINITIONS AND INTERPRETATION**

In this contract unless the context indicates a contrary intention the following provisions apply:-

- (a) **Plural.** Words importing the singular number shall include the plural and vice versa;
- (b) **Gender.** Words importing any particular gender include all other genders;
- (c) **Persons and Corporations.** Any reference to a person shall be deemed to include individuals, corporations, partnerships and government bodies and vice versa;
- (d) **Joint and Several Liability.** Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and each of them severally;
- (e) **Headings.** Headings of clauses and sub-clauses have been inserted for guidance only and shall not form any part of the context and shall not limit or govern the construction of this Contract;
- (f) **Statutes and Regulations.** References to Statutes and Acts shall refer to the Statute or Act as amended, consolidated or replaced by other Statutes or Acts for time to time, and all orders, ordinances, regulations, rules and by-laws made under, or pursuant, thereto;
- (g) **Bodies and Authorities.** In reference to a body, other than a party to this contract, including, without limitation, any institute, association or authority, (whether or not it is a statutory body):-
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to any other body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### **34. AMENDMENT OF PRINTED CONDITIONS**

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The printed conditions are amended as set out below.

(a) Printed Condition 1 is amended so that:

**Adjustment Date** means the earlier of the giving of possession to the purchaser and the completion date;

**Business Day** means a day on which trading banks are open for business in Sydney excluding a Saturday, Sunday or public holding and any period of 5 business days commencing on the first business day after 25 December;

**Depositholder** means the vendor's agent;

**Property** means the strata lot/s or land the subject of this Contract;

**Settlement Cheque** means an unendorsed cheque made payable to the person to be paid and drawn on its own funds by an Australian Bank.

(b) Printed Condition 3 is deleted.

(c) Printed Condition 5.2.3 is deleted.

(d) Printed Condition 7.1.1. is deleted.

(e) Printed Conditions 7.2.1, 7.2.2 and 7.2.5 are deleted, and "1 month" and "3 months" are replaced with "one week" and "2 weeks" in Printed Conditions 7.2.3 and 7.2.6 respectively.

(f) Printed Conditions 8.1.1 – the words "on reasonable grounds" are deleted.

(g) Printed Condition 8.2 is deleted.

(h) In Printed Condition 10.1 replace the first line with "The Purchaser cannot make an objection in respect of".

(i) In Printed Condition 10.2, add the words "improvements or finishes" after "inclusions".

(j) Printed Conditions 12, 13.3.2 and 13.8 are deleted.

(k) Printed Condition 14.2 – the addition of the following sentence after the word "completion":-

“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment.”

- (l) Printed Conditions 14.4.1 and 14.4.2 are deleted and the words “must not adjust surcharge land tax (as defined in the *Land Tax Act 1965*)” in clause 14.4 is deleted.
- (m) In Printed Condition 14.5, delete “other amount” and “the land” and substitute “amount” and “the Property” respectively.
- (n) Printed Condition 14.8 is deleted.
- (o) Printed Condition 16.8 is deleted.
- (p) Printed Condition 19.1.2 is deleted and the following new Printed Conditions 19.1.2 and 19.1.3 are substituted:

“19.1.2 only if the party provides notice of intention to rescind, being a notice that specified the event that the party alleges that entitles it to rescind; and

19.1.3 if, within 14 days after service of the notice under Printed Condition 19.1.2, there is no agreement between the parties as to what action (other than rescission) should be taken in relation to the event specified in the notice.”
- (q) Printed Condition 19.2.3 is deleted.
- (r) Clause 20.4 is amended by inserting the words “or Guarantor” after the word “party”;
- (s) In printed Condition 20.6, the following new Printed Condition is inserted:

“20.6.8 served on the next Business Day, where a document is served on a day that is not a business day”.
- (t) Printed Conditions 23.6.1 and 23.9 are deleted.
- (u) Printed condition Clause 23.10 is amended by deleting the words “an information notice” and substituting the words “a fully completed information notice”. The Purchaser’s obligation under this clause 23.10 is essential.
- (w) Printed Conditions 23.13, 23.14, 23.17 and 25 – 29 inclusive are deleted.
- (x) Printed Conditions Clauses 30.1.2, 30.2.2 and 30.3 are deleted.

(y) In Printed Condition 31.4, replace “7 days” with “3 days”.

### **35. VENDOR’S AGENT**

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The Purchaser warrants that the Purchaser was not introduced to the Vendor or the Property by any person other than the Vendor’ Agent (if any) specified in this Contract in circumstances which could give rise to a claim for commission or expenses in respect of the sale of the Property. The Purchaser indemnifies the Vendor against any claim arising from or as a consequence of a breach of this warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merge on completion.

### **36. DEPOSIT**

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- 36.1 The Purchaser is liable for and must pay the full deposit of 10% of the price. The Vendor’s right to receive the full deposit accrues on the Contract date.
- 36.2 The parties direct the depositholder to invest the Deposit with a bank in New South Wales nominated by the Vendor in an interest-bearing account at call in the depositholder’s name as stakeholder in trust for the Vendor and the Purchaser with interest to be reinvested.
- 36.3 The party entitled to the Deposit on completion, rescission or termination of this Contract (whichever occurs) bears the risk of loss of Deposit.
- 36.4 The party entitled to the Deposit in circumstances where this Contract is not completed is entitled to any interest earned on the deposit.
- 36.5 Bank charges, government charges fees and taxes will be deducted from the interest earned on the Deposit before payment is made to the Vendor and Purchaser.
- 36.6 The Purchaser acknowledges that tax on the interest may be deducted if it fails to provide to the depositholder the Purchaser’s tax file number on or prior to the date of this contract.

### **37. DEATH, BANKRUPTCY OR INSOLVENCY**

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- 37.1 Without affecting any other rights of either party, should the other party:-

- (a) die, become mentally ill or be declared bankrupt then either party may rescind this contract by notice in writing to the other party and the provision of clause 19 shall apply or
- (b) being a company resolve to go into liquidation or have a petition for winding up presented or enter into a scheme or arrangement with its creditors under the corporations law, or should any liquidator, receiver or official manager be appointed in respect of either party, then that party is deemed to be in default of his contract.

## **38. COMPLETION**

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### **38.1 Discharge Encumbrances**

Upon completion of this contract the vendor shall deliver to the purchaser and the purchaser must accept a proper form of discharge of mortgage or withdrawal of caveat (as the case may be) in a registrable form in respect of any mortgage or caveat (other than a caveat lodged by or on behalf of the purchaser) then registered or noted on the title to the property (and to which this contract is not subject) together with an allowance for the registration fee.

### **38.2 Notice to Complete**

The party entitled to serve a notice to complete may serve a notice requiring completion of this contract on a day being not less than 14 days after the date of service of the notice. The notice is deemed to be both at law and in equity sufficient notice to make time of the essence of this contract notwithstanding that the party serving the notice has not made any previous request or demand for completion. The party giving such notice shall be entitled to withdraw any such notice to complete and subsequently issue a further notice in lieu thereof.

If the vendor shall serve a notice pursuant to Clause 38.2 the purchaser shall allow on completion the cost of the vendor incurred in the issue of the notice ("Cost of Notice") in the sum of \$330.00. The payment of the costs of notice upon completion shall be an essential term of this contract.

### **38.3 Default interest**

Notwithstanding anything herein contained, if the purchaser shall fail to complete this contract by the later of the Completion Date and the date the vendor is ready willing and able to complete (the "effective date"), the purchaser must pay the vendor in cash on completion, in addition to the

balance of purchase moneys and any other monies payable on completion, interest on the balance of purchase moneys payable at the rate of six (6%) per centum per annum calculated on daily rests computed with effect from and including the effective date up to and including the date of actual completion. The Purchaser shall not be entitled to require the Vendor to complete this contract unless such interest is paid to the Vendor on completion and the parties agree it is an essential term of this contract that such interest be so paid. The Purchaser acknowledges that any interest payable as aforesaid represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the due date.

38.5      **Removal of Charges**

The Vendor is not obliged to remove any charge on the property for any rate, tax or outgoing until completion of the contract is effected. The Vendor shall not be deemed to be unable or unwilling or not ready to complete this contract by reason of the existence of any charge on the property for any rate, tax or outgoing and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

**39.      NON-MERGER**

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Insofar as any provision of this contract confers rights or obligations on either party which continue after completion of this Contract, then the Vendor and purchaser hereby declare and agree that such provision shall not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

**40.      ELECTRONIC TRANSFER AND REQUISITIONS ON TITLE**

---

40.1 (a) If the parties have agreed to conduct this transaction electronically, then the Purchaser shall provide at least one business (1) day prior to settlement an Order on Agent/Solicitor to the Vendor on letterhead to be held in escrow by uploading the Order onto the electronic conveyancing workspace. Once settlement has been completed successfully then the Vendor's solicitor is entitled to deal with the Order without any further recourse to the Purchaser.

(b) The Purchaser cannot call upon the Vendor to complete this transaction until such time as the Purchaser has complied with this clause.

40.2 The Purchaser agrees that the only form of general Strata Title Requisitions on Title the Purchaser may make pursuant to clause 5 shall be in the form of the Requisitions on Title attached and these requisitions are deemed to be served on exchange.

#### **41. PURCHASER'S WARRANTIES & ACKNOWLEDGMENT**

---

41.1 The Purchaser warrants to the Vendor that either:-

- (a) (i) the Purchaser does not require credit in order to pay for the property;  
or
- (ii) if the Purchaser requires credit in order to pay for the property, the purchaser has already obtained such credit on reasonable terms acceptable to the Purchaser; and
- (iii) this Contract is not subject to, nor the subject of, the approval of any application for credit.
- (b) The Purchaser acknowledges that the Vendor has entered into this Contract (and may enter into other contractual obligations on or after the date of this Contract) relying upon the warranties, representations and declarations made by the Purchaser in this clause.
- (c) The Purchaser agrees that he will (and will remain) liable to the Vendor for any loss or damage the Vendor may incur as a result of a breach of any Purchaser's warranty notwithstanding that the Purchaser may allege a right to terminate this Contract pursuant to the provisions of the Consumer Credit Code.

#### **41.2 Property Status**

The Purchaser warrants and acknowledges that:

- (a) The Purchaser has inspected the property, and any furnishings or inclusions referred to in this Contract;
- (b) The Purchaser enters into this contract as a result of the Purchaser's own enquiries and inspections;
- (c) The Purchaser has not been induced to enter into the contract by, and has not relied on any marketing material, statement representation or warranty by or on behalf of the Vendor or any agent or employee of the Vendor other than those as set out in this contract, including any statements or representations as to potential or projects yield, return, use (present or potential) or development potential; and
- (d) The Property, furnishing or chattels are sold and is to be accepted by the Purchaser in its present state of repair and condition and subject to legal and physical defects (if any) and any contamination.

### 41.3 Purchaser's Own Enquiries

The Purchaser relies entirely upon its own enquiries and investigations in relation to the following:

- (a) The quality and state of repair of the property, its furnishings or inclusions, and of any services;
- (b) The neighbourhood of which the property forms part and the occupants or owners of adjoining or adjacent lots or properties;
- (c) The purposes for which the property can be used (including, without limitation, any restrictions on its use or development);
- (d) The fitness of the property for the Purchaser's purposes;
- (e) Access to the property;
- (f) Requirement of authorities relating to the property including, without limitation, resumptions, road dedications, road widening and similar things;
- (g) Necessary approvals and licences from authorities relating to the property or any activity carried out on the property, including any failure to comply with any approvals or licences and whether or not the property is subject to or built over (with or without the consent of any authority) any service;
- (h) The property being encumbered by any petroleum, exploration, mining permits or other such rights or the presence of any noxious weeds or other flora or fauna on the property;
- (i) Any outstanding notices from any authority in connection with the property and the status of and the Vendor's compliance with all applicable laws, regulations, requirements, ordinance, by laws or directives in connection with the property or the activities conducted on the property including the provisions of *the Environmental Planning and Assessment Act and the Local Government Act*;
- (j) The existence of, or potential for, any contamination of the property;
- (k) The nature, location, availability or non-availability of any service;
- (l) Whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;

- (m) Whether or not any underground, roof or surface stormwater drain passes through or over the property or should any stormwater plant, manhole, vent or substation be on the property;
- (n) Whether or not any rainwater downpipe, roof or surface water drainage is connected to a sewer; and
- (o) If the property is a strata title lot or lots, for the purposes of this clause, property includes the common property.

and has satisfied itself on all such matters prior to entering into this contract.

#### 41.4 Requisitions

The Purchaser will not make any requisitions in respect of any matter referred to in clause 41.

### **42. GUARANTEE AND INDEMNITY**

---

42.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange), all its directors must give this guarantee on the date of this Contract.

42.2 In this clause 42:

*“Guaranteed Money”* means all amounts which at any time for any reason or circumstances are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories) by the Purchaser to the Vendor in connection with this Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise;

*“Guarantee Obligations”* mean all express or implied obligations of the Purchaser to the Vendor in connection with this Contract or any transaction contemplated by it; and

*“Guarantor”* means the directors of the Purchaser (and where the Guarantor consists of two or more persons, this guarantee binds them jointly and severally).

42.3 The Guarantor:

42.3.1 gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract: and

- 42.3.2 acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the Contract of the Vendor to enter into this Contract.
- 42.4 The Guarantor by his execution of this Contract unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.
- 42.5 If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this Contract, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 42.6 If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- 42.7 As a separate undertaking, the Guarantor indemnifies the Vendor against:
- 42.7.1 all liability or loss arising from, and any costs, charges or expenses incurred in connection with the Guaranteed Money not be recoverable from the Guarantor under clauses 42.4 and 42.5 or from the Purchaser because of any circumstances whatsoever; and
- 42.7.2 all liability or loss arising from and any costs, charges or expenses incurred in connection with, the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatsoever.
- 42.8 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- 42.9 The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:

- 42.9.1 The Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
  - 42.9.2 acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
  - 42.9.3 any variation or novation or a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser.
- 42.10 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guarantee Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:
- 42.10.1 make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its property; or
  - 42.10.2 prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.
- 42.11 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- 42.12 This clause 42 is an essential clause of this Contract.

#### **43. RELEASE OF DEPOSIT**

Upon request the Purchaser will release (or authorize the deposit holder to release) to the vendor forthwith the deposit moneys paid, such moneys to be used by the Vendor for the payment of a deposit and/or stamp duty upon the purchase of other real estate. The Vendor warrants that the said deposit moneys will on be paid to real estate agent's or solicitor's trust account or to the Office of State Revenue pending completion of the Vendor's purchase.

#### **44. DUTY OR TAX IMPLICATION**

- (a) The Purchaser shall pay stamp duty on this contract.
- (b) The Purchaser warrants that the subject property will continue to be used for residential purpose following completion of contracts and should there be any breach of this warranty and the ATO assesses GST to be payable

the Purchaser shall indemnify and keep the Vendor indemnified against the GST payable.

#### **45. SEWERAGE AND DRAINAGE SERVICES**

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- (a) Annexed to this contract is a Service Location Print and Diagram of Sanitary Drainage issued by Sydney Water (**Drainage Diagram**);
- (b) The Vendor does not warrant the accuracy or currency of the Drainage Diagram;
- (c) The Purchaser will not make any requisition in respect of any matter disclosed or referred to in the Sewer Service Diagram.

#### **46. TRUSTEE PROVISIONS**

---

If the Purchaser enters into this Contract as trustee of any trust (Trust) (and whether or not the Vendor has notice of the Trust) the Purchaser:

- (a) acknowledges that the Purchaser is bound under this Contract both personally and in the Purchaser's capacity as trustee of the Trust:
- (b) warrants to the Vendor that:
  - (i) the Trust is validly created and is in existence;
  - (ii) the Purchaser will disclose fully to the Vendor and Vendor's financier the terms of the Trust on request;
  - (iii) the Purchaser possesses unqualified power under the Trust to enter into this Contract;
  - (iv) any consent, approval or resolution necessary to enable the Purchaser to enter and discharge the Purchaser's obligations under this Contract has been obtained or passed;
  - (v) the Purchaser holds the Purchaser's interest under this Contract;
  - (vi) A. in the proper exercise of the Purchaser's interest under this Contract;
  - (vii) B. for the benefit of the beneficiaries or objects of the Trust;
- (c) must ensure that between the Contract date and the final discharge if the Purchaser's obligations under this Contract there does not occur without the Vendor's consent (that consent not to be unreasonably withheld) any of the following events:

- (i) amendment or revocation of the Trust;
- (ii) removal or retirement of the Trust;
- (iii) appointment of a new or additional trustee of the Trust;
- (iv) use of the Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Trust;
- (v) distribution, resettlement or transfer of the Trust assets;
- (vi) anything that might result in the trustee's entitlements to its indemnity from the Trust assets or the beneficiaries being diminished;
- (vii) acceleration of the vesting date or termination of the Trust; or
- (viii) the Purchaser as a trustee:
  - A. incurring a debt;
  - B. lending money;
  - C. giving a guarantee or indemnity;
  - D. encumbering a Trust asset;
  - E. mixing Trust assets;
  - F. comprising a claim in relation to any Trust asset;
  - G. parting with possession of a Trust asset;
  - H. delegating any of the Purchaser's trustee's powers; or
  - I. increasing the Purchaser's trustee remuneration

Other than in the proper exercise of the Purchaser's duties under the Trust.

## **47. MISCELLANEOUS**

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### **47.1 No requirement for Building Certificate**

- (a) The Vendor is not in possession of a survey report or building certificate and the contract is not subject to the issue of a building certificate in respect of the whole or any part of the property;
- (b) Despite anything contained in this contract or any rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a building certificate under *section 149E of the Environmental Planning and Assessment Act, 1979* (the "Building

Certificate”).

- (c) If the purchaser desires to obtain a Building Certificate, the purchaser will apply for it at the purchaser’s expense.
- (d) The purchaser may not make a claim or requisition, delay completion or claim compensation, rescind or terminate because of anything in connection with any matter referred to in this clause 47.

#### **47.3 Stamp duty**

The Purchaser must pay all duty payable on this contract under the *Duties Act 1997* within the time permitted by that Act.

#### **47.4 Non-merger**

Provisions of this contract which are capable of taking effect after completion remain in force even though completion has occurred.

#### **47.5 Severability**

Each phrase, sentence, clause or paragraph of this contract is severable from each other and if any phrase, sentence, clause or paragraph of this contract is found to be void, voidable, ineffective or unenforceable for any reason the remaining phrases, sentences, clauses and paragraphs will continue to be of full force and effect.

### **48. COMPLETION AT END/BEGINNING OF YEAR**

Nothing in this contract shall have the effect of requiring either party to complete this contract between the 22nd day of December in the year in which this contract was made and the 18th day of January in the following year.

### **49. COPIES OF PARTIES’ SIGNATURES**

(a) In this clause 49:

- (i) Purchaser’s Signature Copy means a photograph, photocopy or scanned copy of a signature of the Purchaser (or any person or persons signing as, or on behalf of, the Purchaser), and
- (ii) Vendor’s Signature Copy means a photograph, photocopy or scanned copy of a signature of the Vendor (or any person or persons signing as, or on behalf of, the Vendor), and

- (iii) Signature Copy means a photograph, or scanned copy of a signature of any party (or any person or persons signing as, or on behalf of, a party), and includes a Purchaser's Signature Copy and a Vendor's Signature Copy.
- (b) Clause 49(c) and 49(e) will apply if this contract has been entered into utilizing a Signature Copy.
- (c) If the Purchase utilized a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Vendor within 7 days of exchange of contracts.
- (d) If the Vendor utilized a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Purchaser within 7 days of exchange of contracts.
- (e) Despite:
  - (i) the parties having entered into this contract utilizing a Signature Copy; and
  - (ii) the provisions of clause 49(c) & 49(d),
 the parties acknowledge and agree that:
  - i. It is their intention to be bound by this contract on the contract date; and
  - ii. The enforceability of this contract is not affected by the use of the Signature Copy.

## **50. FOREIGN ACQUISITIONS**

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- 50.1 If the Purchaser requires approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) ("the Foreign Act") to purchase property in Australia, the Purchaser warrants and represents that it has obtained all requisite approvals prior to exchange.
- 50.2 In the event that the Foreign Act applies to the Purchaser and to this Contract and the Purchaser is in breach of this clause or the Foreign Act:
  - (a) The Purchaser must pay to the Vendor a sum equal to any loss, damage or

other civil financial disadvantage to which the Vendor is or become subject by reason of the Purchaser's breach of the Foreign Act in relation to this Contract; and

- (b) If the Vendor is or become legally liable or chooses to pay any penalty, fine or other sum of money or incurs any costs or expenses in connection with any legal proceedings taken or instituted against the Vendor or any of its officers by any Governmental Agency or any prosecutor in consequence of the Foreign Act apply to the Purchaser and/or this Contract then the Purchaser will pay to the Vendor a sum equal to the total of such penalty, fine, other sum of money costs and expenses.

**DIRECTORS GUARANTEE**

**Purchaser:**

**PROPERTY:**

I/We \_\_\_\_\_ (“the Guarantors”)  
being director/s \_\_\_\_\_ a company  
incorporated in the State of \_\_\_\_\_ (hereinafter called “the purchasing  
Company”) in consideration of  
\_\_\_\_\_ (“the vendor”) at my/our request agreeing to sell the property described in this contract to  
the Purchasing Company DO HEREBY GUARANTEE to the vendor the due and  
punctual performance by the Purchasing Company of ALL THE TERMS AND  
CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT  
I/WE WILL INDEMNIFY and keep the vendor indemnified against any loss and damage  
howsoever arising which the vendor may suffer in consequence of any failure of the  
Purchasing Company to perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and  
understood as evidence by their signatures here to the terms and conditions of this  
Contract for Sale in its entirety.

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

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

## CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (c) The highest bidder is the purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) Subject to subclause (2A), the auctioneer may only make one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land of the sale of such land by a seller as executor or administrator.

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.



FOLIO: 29/SP82955

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SEARCH DATE	TIME	EDITION NO	DATE
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19/5/2022	10:25 AM	2	21/1/2010

LAND

----

LOT 29 IN STRATA PLAN 82955  
AT NEUTRAL BAY  
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

-----

HENG KENG LEE  
AGGIE POH LIAN CHEW  
AS JOINT TENANTS (T AF265842)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82955

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: 86/SP82955

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/5/2022	10:49 AM	2	21/1/2010

LAND

----

LOT 86 IN STRATA PLAN 82955  
AT NEUTRAL BAY  
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

-----

HENG KENG LEE  
AGGIE POH LIAN CHEW  
AS JOINT TENANTS (T AF265842)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82955  
2 SP82955 RESTRICTION ON USER (S.39 STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT, 1973)

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP82955

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/5/2022	10:25 AM	3	19/6/2019

LAND

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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		

END OF PAGE 2 - CONTINUED OVER

CHEW &amp; LEE

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FOLIO: CP/SP82955

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

CHEW & LEE

PRINTED ON 19/5/2022

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

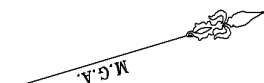
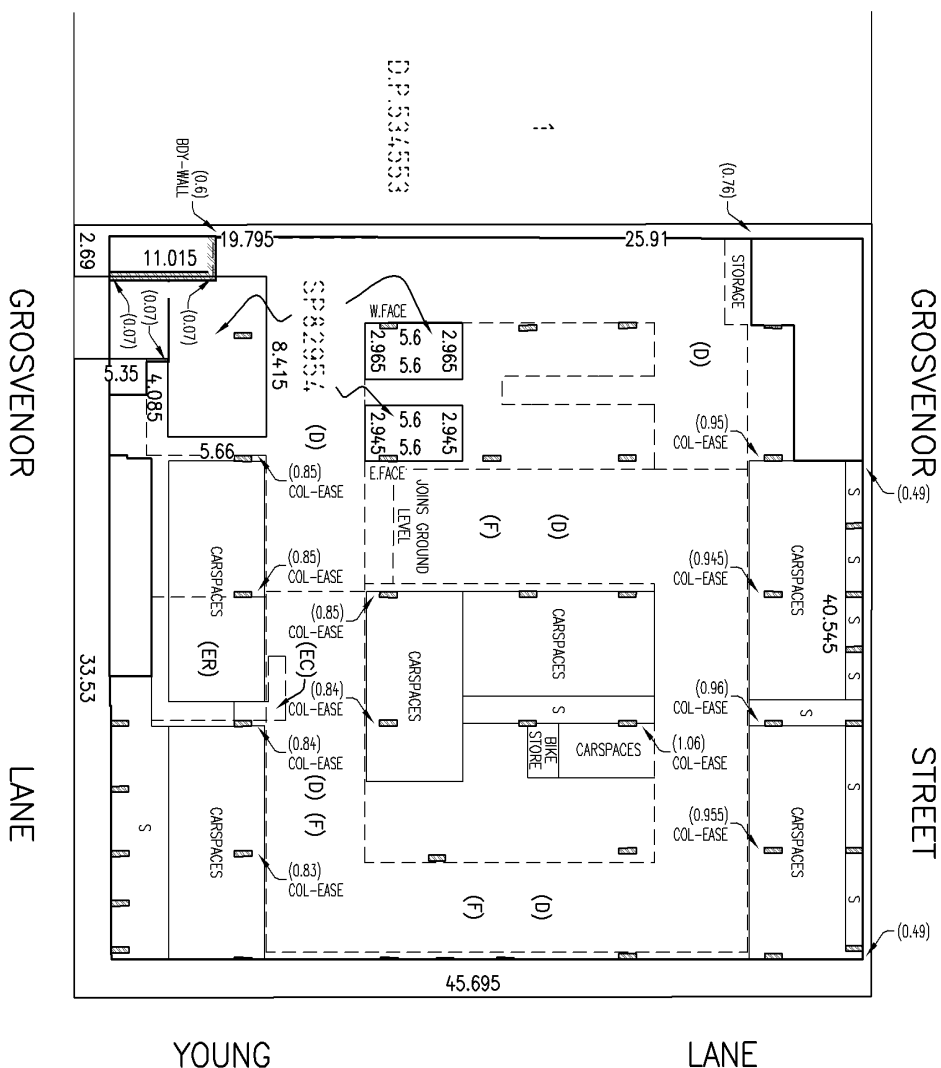
STRATA PLAN FORM 2 (A3)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 11 Sheets

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

LOCATION PLAN  
BASEMENT LEVEL 1 & BELOW



- (D) - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (VIDE D.P.1144637)
- (EC) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 WIDE (VIDE AF175349)
- (ER) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.46 WIDE (VIDE AF175349)
- (F) - RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH (VIDE AF175349)

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

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009  
Lengths are in metres. Reduction Ratio 1:250(43)

REGISTERED  
22.12.2009

SP82955

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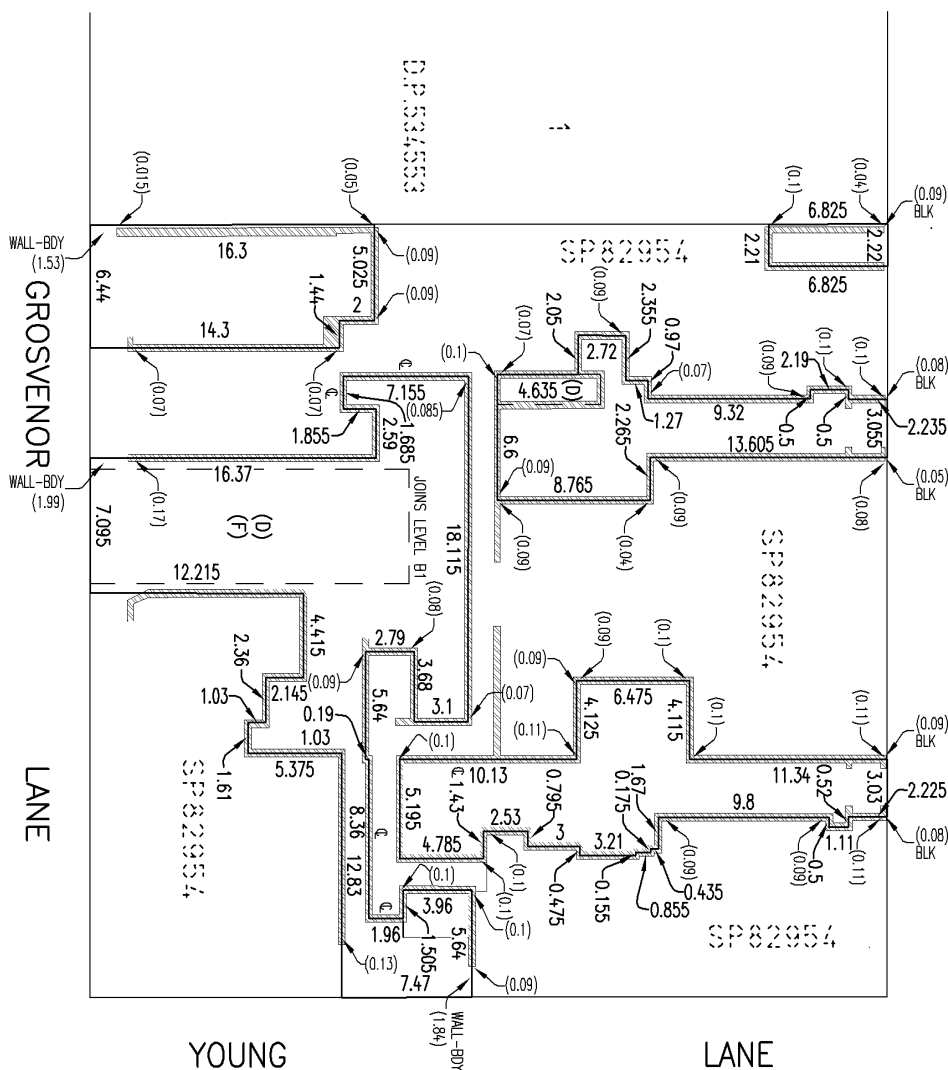
C - DENOTES CENTRE OF WALL  
 BLK - DENOTES FACE OF BLOCK WALL

## LOCATION PLAN

GROUND LEVEL

GROSVENOR

STREET



(D) - RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRUTUM) (VDE D.P.1144637),  
(F) - RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH (VDE A175349)

Surveyor: **IVAN VICTOR STERLIGOV**  
 Surveyor's Ref: **000603 SP**  
 Subdivision No: **158/2009**  
 Lengths are in metres. Reduction Ratio **1:250(A)**

REGISTERED  
22.12.2009

SP82955

[illegible]

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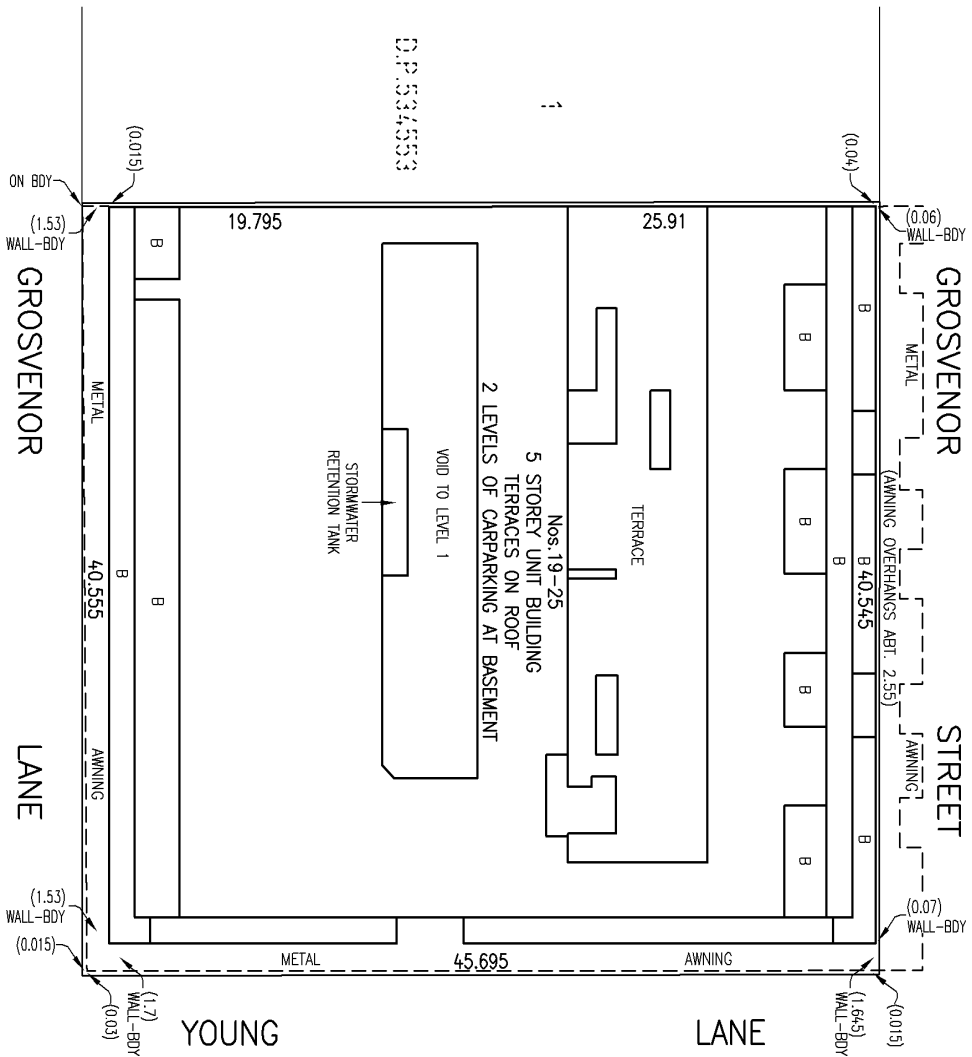
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 11 Sheets

B - DENOTES BALCONY

LOCATION PLAN  
 LEVEL 1 & ABOVE



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

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

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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 4 of 11 Sheets

- 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  
SWMCR - DENOTES SOUTH WESTERN CORNER OF COLUMN

The floor plan shows a 10-unit residential building with a common area and three diagrams (1, 2, 3) illustrating unit layouts and dimensions. The units are labeled as follows:

- Unit 1:** PT 1 (30m<sup>2</sup>), PT 33 (35m<sup>2</sup>), PT 26 (19m<sup>2</sup>), CP (19m<sup>2</sup>), PT 4 (29m<sup>2</sup>), PT 25 (33m<sup>2</sup>).
- Unit 2:** PT 28 (38m<sup>2</sup>), PT 48 (49m<sup>2</sup>), PT 22 (37m<sup>2</sup>), CP (37m<sup>2</sup>), BS (36m<sup>2</sup>), PT 6 (36m<sup>2</sup>), PT 23 (18m<sup>2</sup>), PT 5 (21m<sup>2</sup>).
- Unit 3:** PT 3 (39m<sup>2</sup>), PT 24 (30m<sup>2</sup>), CP (30m<sup>2</sup>), PT 4 (29m<sup>2</sup>), PT 25 (33m<sup>2</sup>).

The common area is labeled "COMMON" and includes a "PROPERTY" section. The diagrams are labeled "DIAGRAM 1", "DIAGRAM 2", and "DIAGRAM 3". The dimensions are given in meters (m) and square meters (m<sup>2</sup>). The plan also shows various structural elements like walls, doors, and windows, as well as a "BS BS BS" label at the bottom left.

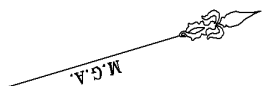


Diagram illustrating a common property layout with five lots and a common property area:

- Lot 60:  $4m^2$
- Lot 61:  $2m^2$
- Lot 62:  $3m^2$
- Lot 63:  $2m^2$
- Lot 64:  $1m^2$
- COMMON PROPERTY
- PT 28

COMMON PROPERTY

65 (2m <sup>2</sup> )	s	66 (3m <sup>2</sup> )	s
PT 22	CP	PT 6	BS

Diagram illustrating the division of a 100-acre tract into Common Property (CP) and Private Tract (PT) areas, with associated flow rates and areas.

Area Type	Sub-Area	Area (acres)	Flow Rate ( $m^2/s$ )
Common Property (CP)	71	71	$3m^2/s$
	72	72	$3m^2/s$
	74	74	$3m^2/s$
	73	73	$3m^2/s$
Private Tract (PT)	2	2	-

Diagram illustrating the distribution of 100% of a company's value among various stakeholders, categorized into Common Property (CP) and Private Trust (PT) entities.

**Top Section (Common Property):**

- CP (Common Property) holds 3.17%.
- PT 26 (Private Trust) holds 26%.
- PT 33 (Private Trust) holds 33%.
- 87 (87%) is associated with PT 33.
- 70 (70%) is associated with PT 26.
- BS (Beneficiary Share) is associated with 87.
- S (Share) is associated with 70.

**Bottom Section (Common Property):**

- CP (Common Property) holds 3.17%.
- PT 4 (Private Trust) holds 4%.
- 68 (68%) is associated with PT 4.
- 90 (90%) is associated with PT 4.
- 69 (69%) is associated with PT 4.
- 88 (88%) is associated with PT 4.
- BS (Beneficiary Share) is associated with 88.
- S (Share) is associated with 90.

**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(A)

REGISTERED

SP82955

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

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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

Sheet No. 5 of 11 Sheets

- 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

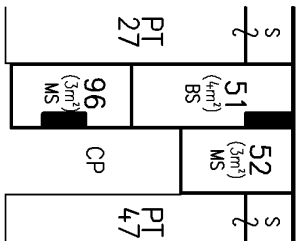
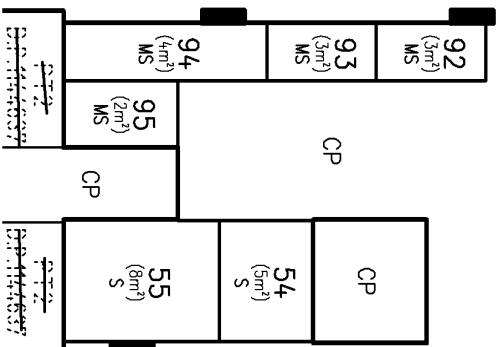


DIAGRAM 6

SCALE 1:100



SP82954 DIAGRAM / SP82954

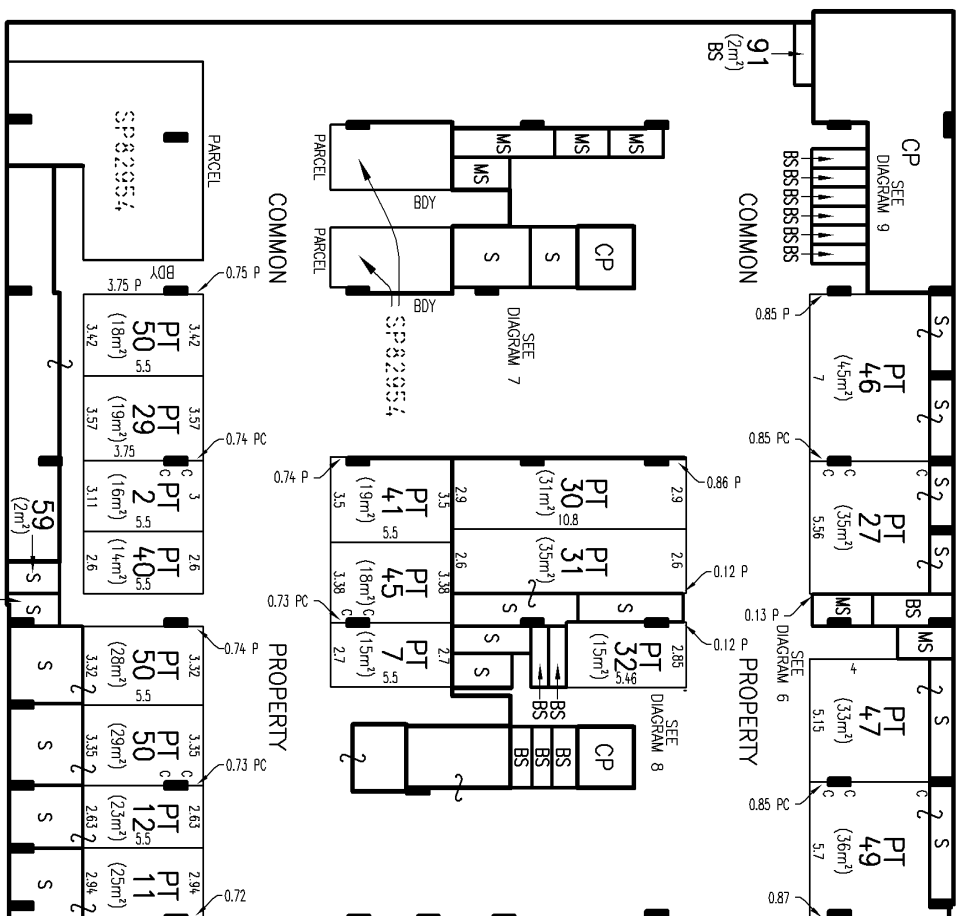
SCALE 1:100

**NOTE:**

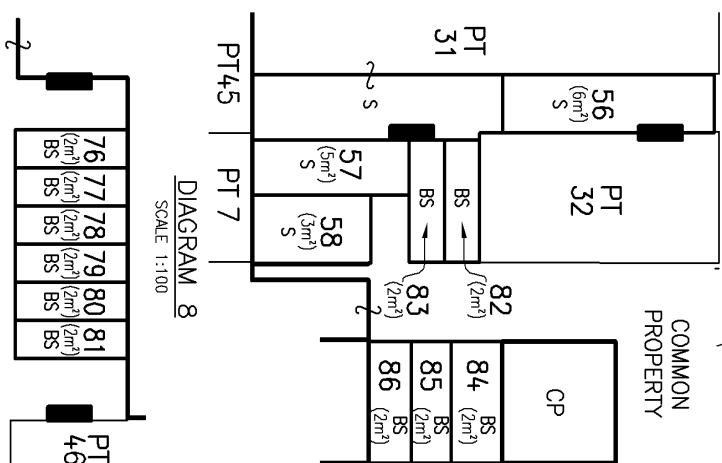
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FRETHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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

THE STRATUM OF LOTS ON THIS SHEET IS LIMITED IN HEIGHT TO 2.2 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS



BASEMENT LEVEL 1



**DIAGRAM 8**  
SCALE 1:100

SCALE 1:100

DIAGRAM 9

SCALE 1:100

Surveyor: **IVAN VICTOR STERLIGOV**

Surveyor's Ref: 000603 SH

Subdivision No: 158/2009

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

REGISTERED

22.12.2009

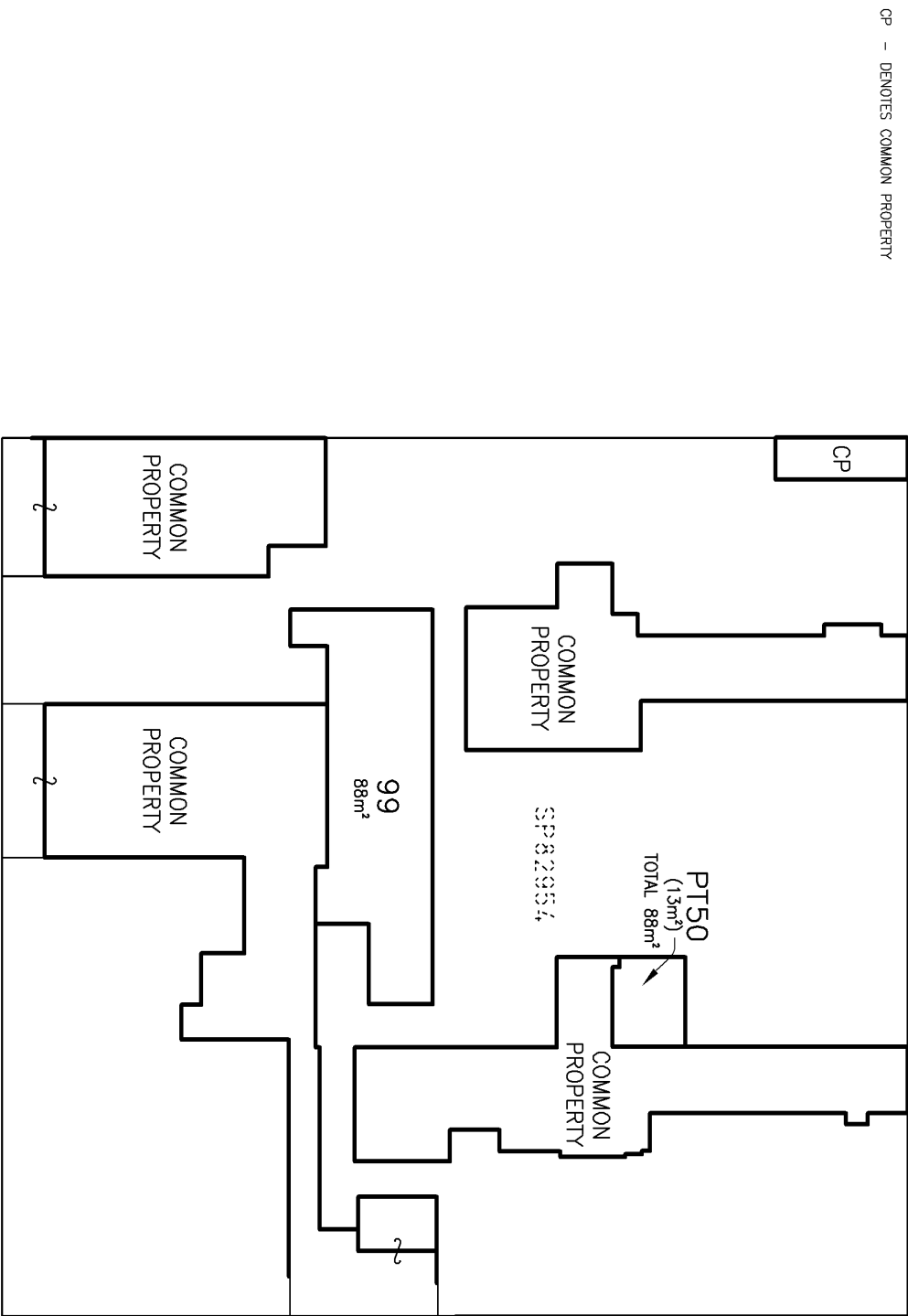
SP82955

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 11 Sheets

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.

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

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

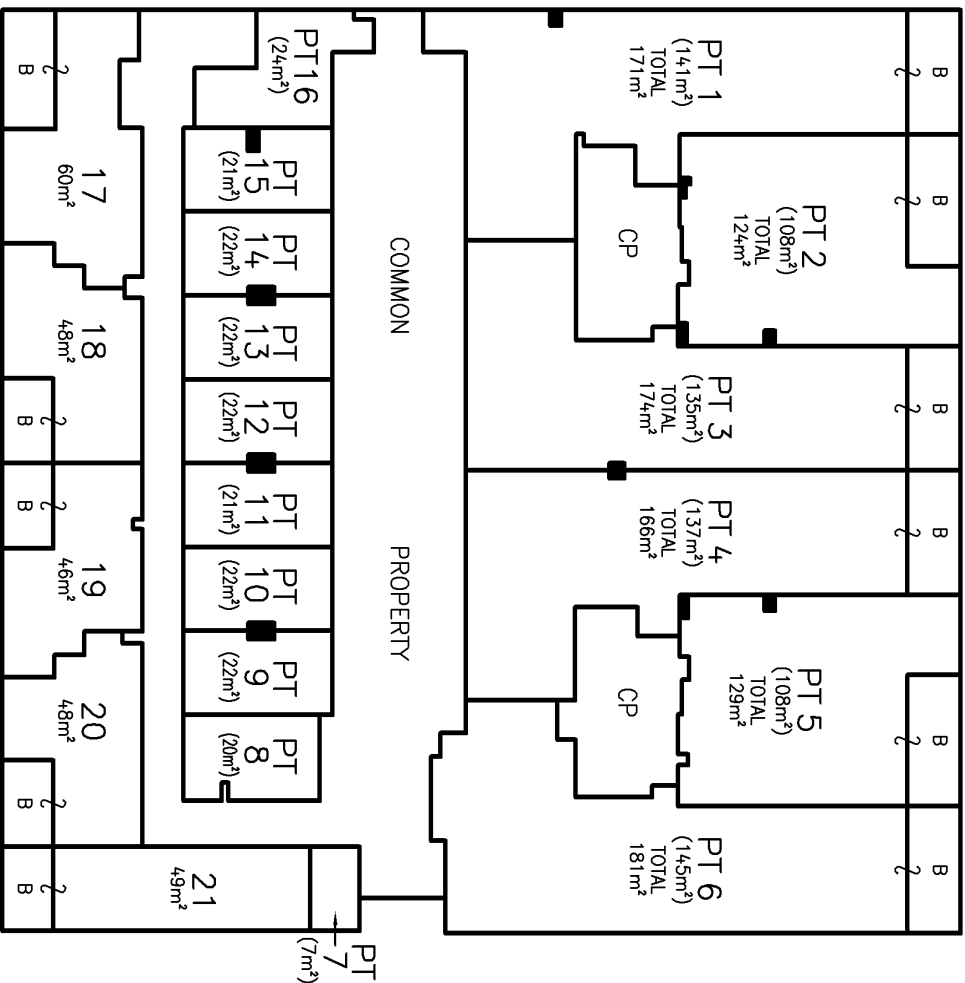
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 11 Sheets

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 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 Table of mm

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

REGISTERED  
22.12.2009

SP82955

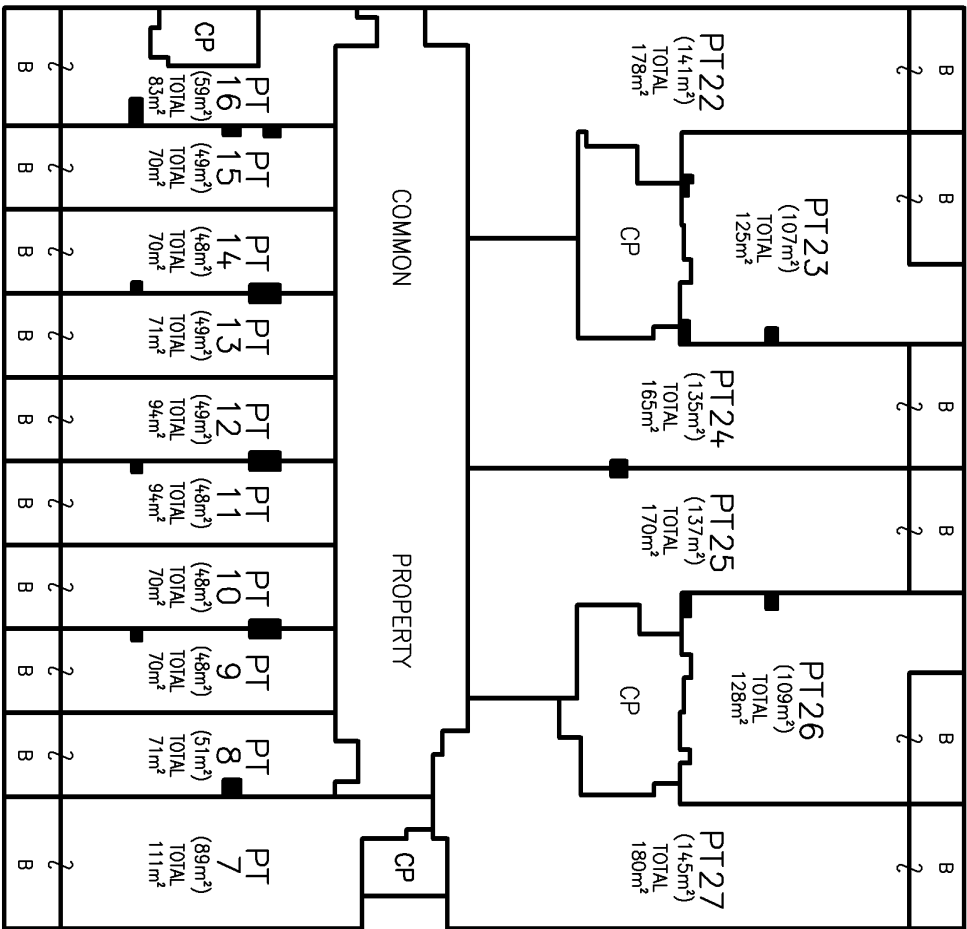
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 11 Sheets

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 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.

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

Surveyor: IVAN VICTOR STERLIGOV  
Surveyor's Ref: 000603 SP  
Subdivision No: 158/2009  
Lengths are in metres. Reduction Ratio 1:200(±3)

REGISTERED  
22.12.2009

SP82955

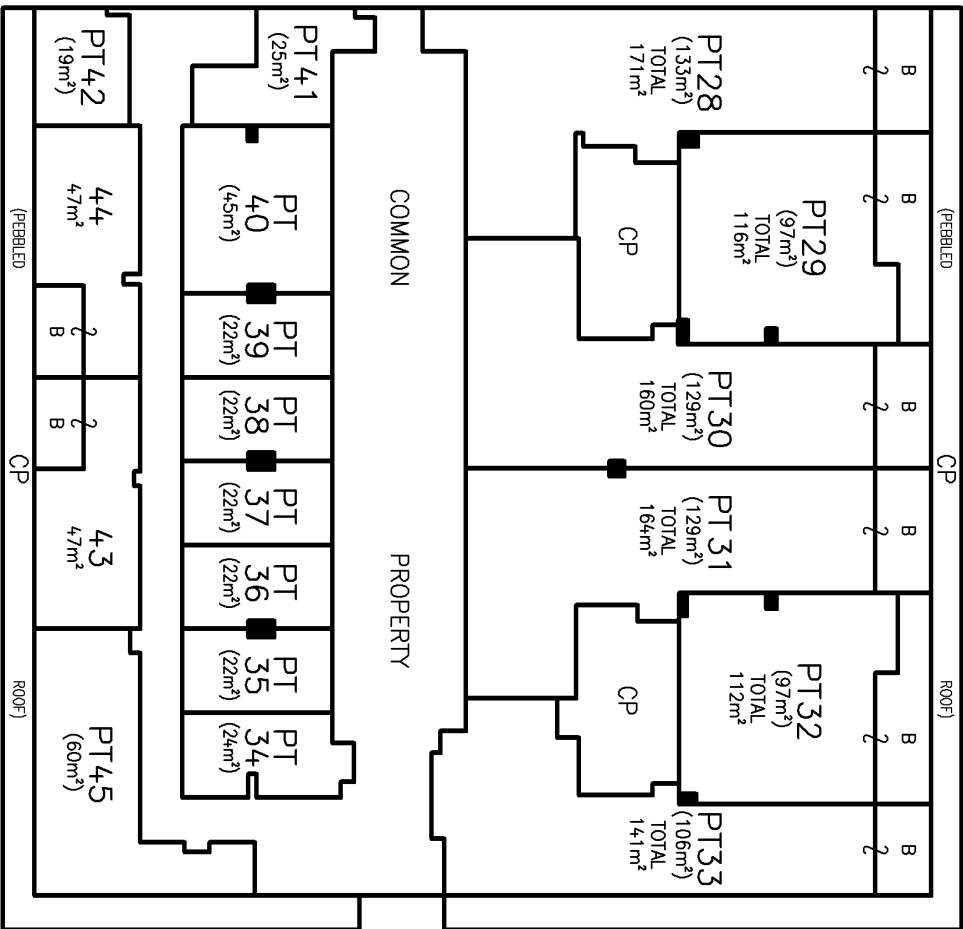
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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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 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 Table of mm

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Surveyor: IVAN VICTOR STERLIGOV Surveyor's Ref: 000603 SP Subdivision No: 158/2009 Lengths are in metres. Reduction Ratio 1: 200(43)	REGISTERED 22.12.2009	SP82955
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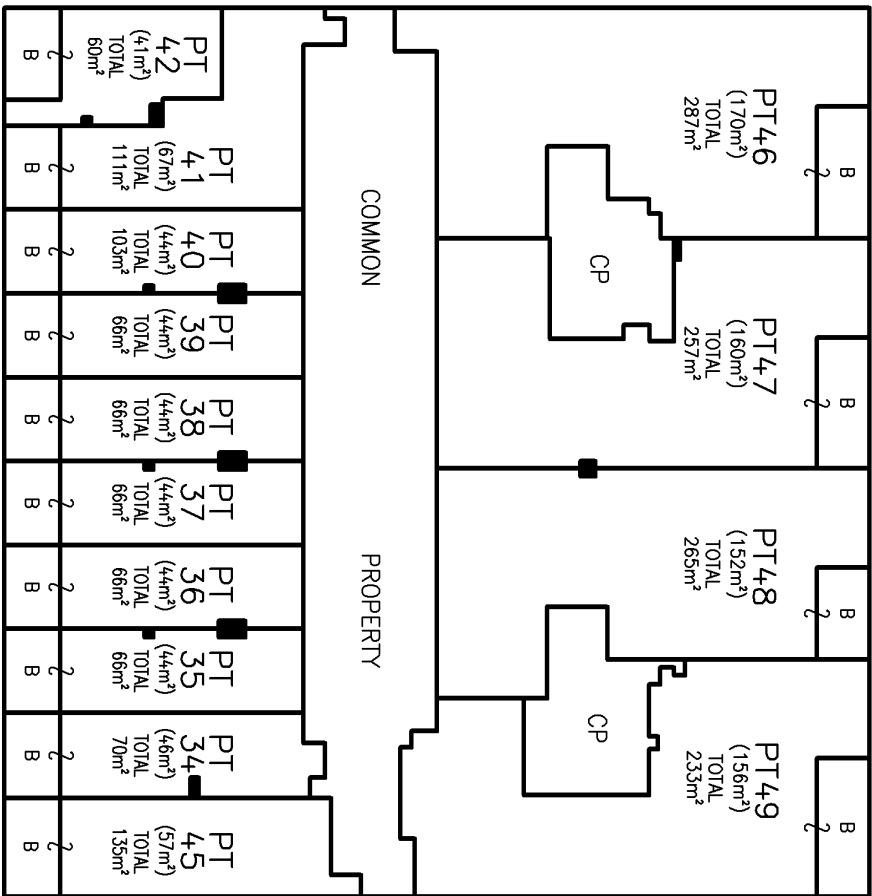
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 10 of 11 Sheets

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 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.

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

Surveyor: IVAN VICTOR STERLIGOV Surveyor's Ref: 000603 SP Subdivision No: 158/2009 Lengths are in metres. Reduction Ratio 1: 200(43)	REGISTERED 22.12.2009	SP82955
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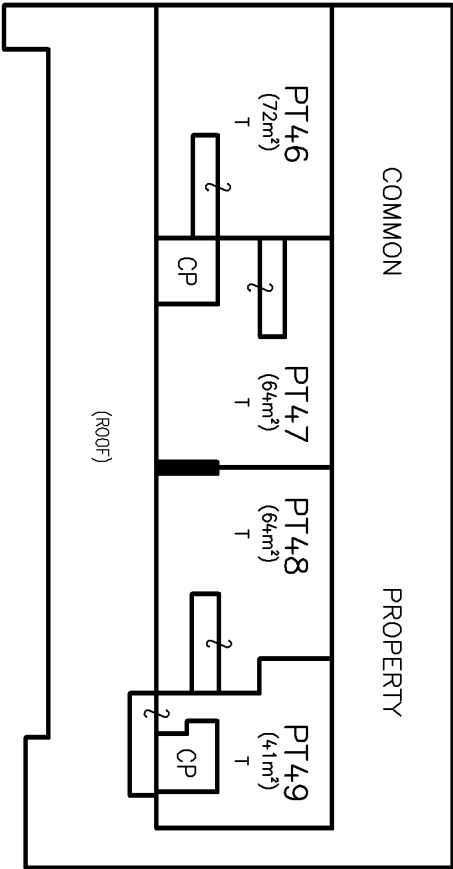
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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CP - DENOTES COMMON PROPERTY  
T - DENOTES TERRACE

ROOF LEVEL



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.

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

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

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 3 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p><b>The Owners - Strata Plan No 82955</b>  <b>Nos. 19-25 GROSVENOR STREET</b>  <b>NEUTRAL BAY NSW 2089</b></p>	<div style="text-align: center;">   <b>SP82955 S</b> </div> <div style="text-align: right;">*</div>	
<p><del>*(insert type being adopted) Model by laws adopted for this scheme</del>  <del>*Keeping of animals: Option A/B/C</del>                  *Schedule of By-laws in <u>10</u> sheets filed with plan  <del>*No By-laws apply</del>                  * strike out whichever is inapplicable</p>	<p>Registered:  22.12.2009 <span style="float: right;">*</span>                  Purpose: STRATA PLAN</p>	
<b>PLAN OF SUBDIVISION OF LOT 1 D.P.1144637</b>		
<p style="text-align: center;">Strata Certificate</p> <p><del>* Name of Council</del> * Accredited Certifier <b>ANTHONY ALLEN</b>                  being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * <del>Strata Schemes (Leasehold Development) Act 1986</del> have been complied with, approves of the proposed:</p> <p style="padding-left: 40px;">* strata plan/ * strata plan of subdivision</p> <p>illustrated in the annexure to this certificate.</p> <p>* 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.</p> <p>* The <del>strata plan/strata plan of subdivision is part of a development scheme.</del>                  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.</p> <p>* The Council does not object to the encroachment of the building beyond the alignment of</p> <p>.....</p> <p>* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>* This approval is given on the condition that the use of lot (s) <b>51 to 98</b>  <del>inc.</del> (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 * <del>section 68 of the Strata Schemes (Leasehold Development) Act 1986.</del></p> <p>Date: <u>13/11/09</u></p> <p>Subdivision No. <u>158 /2009</u></p> <p>Accreditation No. <u>BPB0004</u></p> <p>Relevant Development Consent No. <u>201/09/2</u></p> <p>Issued by: <b>NORTH SYDNEY COUNCIL</b></p> <div style="text-align: right;">                   _____                  Authorized Person (General Manager)/Accredited Certifier             </div> <p>* Complete or delete if applicable.</p>	<p>LGA: NORTH SYDNEY</p> <p>Locality: NEUTRAL BAY</p> <p>Parish: WILLOUGHBY</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I, <b>IVAN VICTOR STERLIGOV</b></p> <p>of DENNY LINKER &amp; Co., Level 5, 17 RANDLE ST, SURRY HILLS. 2010</p> <p>a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of</p> <p style="padding-left: 40px;">*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973</p> <p style="padding-left: 40px;">*<del>Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986</del></p> <p style="padding-left: 40px;">has been met;</p> <p>(2) * (a) the building encroaches on a public place;</p> <p style="padding-left: 40px;">* <del>(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:</del></p> <p style="padding-left: 40px;">* <del>has been created by registered +</del></p> <p style="padding-left: 40px;">* <del>is to be created under section 88B of the Conveyancing Act 1919</del></p> <p>(3) * the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: </p> <p>Date: <u>13/11/2009</u></p> <p>* Delete if inapplicable                  + State whether dealing or plan, and quote registered number.</p>		
<p style="text-align: center;">SURVEYORS REFERENCE: 000603 SP</p>		
<p>Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>		

\* OFFICE USE ONLY



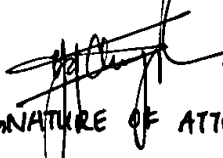
**STRATA PLAN FORM 3 (Part 2) WARNING: Creasing or folding will lead to rejection**

STRATA PLAN ADMINISTRATION SHEET								Sheet 2 of 3 sheet(s)	
PLAN OF SUBDIVISION OF LOT 1 D.P.1144637						<div style="font-size: 24pt; font-weight: bold;">SP82955</div> <div style="margin-top: 20px;">           Registered:  22.12.2009         </div>			
Strata Certificate Details: Subdivision No: <b>158/2009</b> Date: <b>13/11/09</b>									
<b>SCHEDULE OF UNIT ENTITLEMENT</b> <i>(if insufficient space use additional annexure sheet)</i>									
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		
<b>AGGREGATE</b>								<b>100,000</b>	
Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants <i>(if insufficient space use additional annexure sheet)</i>									
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>GROSVENOR PACIFIC PTY LTD</u> ACN 092 931 247</p> <p>by their attorney <u>Jean Wernsing</u></p> <p>pursuant to power of attorney registered</p> <p>Book 4567 No. 418 &amp; I have no notice</p> <p>of the revocation of the said power of attorney.</p> <p>WITNES: <u>M. T. P. de</u></p> <p style="margin-left: 40px;"><u>Melissa T. P. de</u></p> <p style="margin-left: 40px;">16/77 CASTLEBAGH ST. SILEBY</p> </div> <div style="width: 50%; text-align: center;"> </div> </div>									
NOTE: A STRATA MANAGEMENT STATEMENT OF      SHEETS ACCOMPANIES THE PLAN									
SURVEYORS REFERENCE: 000603 SP									

\* OFFICE USE ONLY

**STRATA PLAN FORM 3A (Annexure Sheet)**

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

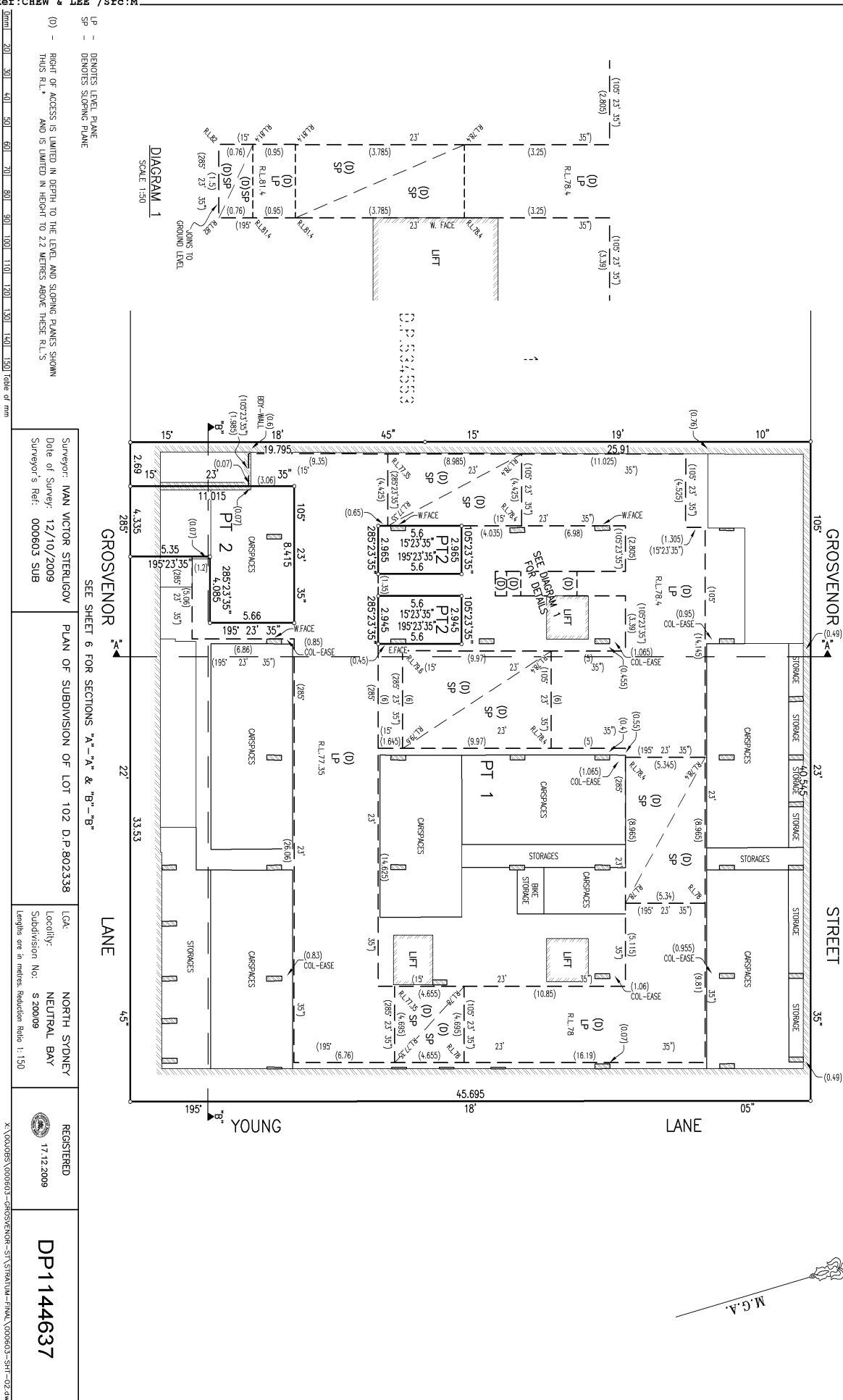
STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
PLAN OF SUBDIVISION OF LOT 1 D.P.1144637	SP82955	*
	Registered:  22.12.2009	*
Strata Certificate Details: Subdivision No: 158/2009 Date: 13/11/09		
<p>ARBN 073 598 035</p> <p>SIGNED BY OVERSEA-CHINESE BANKING CORPORATION LIMITED BY THAT COMPANY'S ATTORNEY UNDER POWER OF ATTORNEY BOOK 4574 NO. 321 DATED 21 JULY 2009 IN THE PRESENCE OF:</p> <p> TEE LOK TAN LEVEL 2, 75 CASTLE REAGH ST. SYDNEY</p> <p>HY X  SIGNATURE OF ATTORNEY HELEN YAP CHOONG LAN FULL NAME OF ATTORNEY</p>		
SURVEYORS REFERENCE: 000603 SP		

\* OFFICE USE ONLY

X:\0000BS\000603-GROSVENOR-ST\STRATUM-FINAL\000603-SHT-01.dwg

BASEMENT LEVEL 1 & BELOW

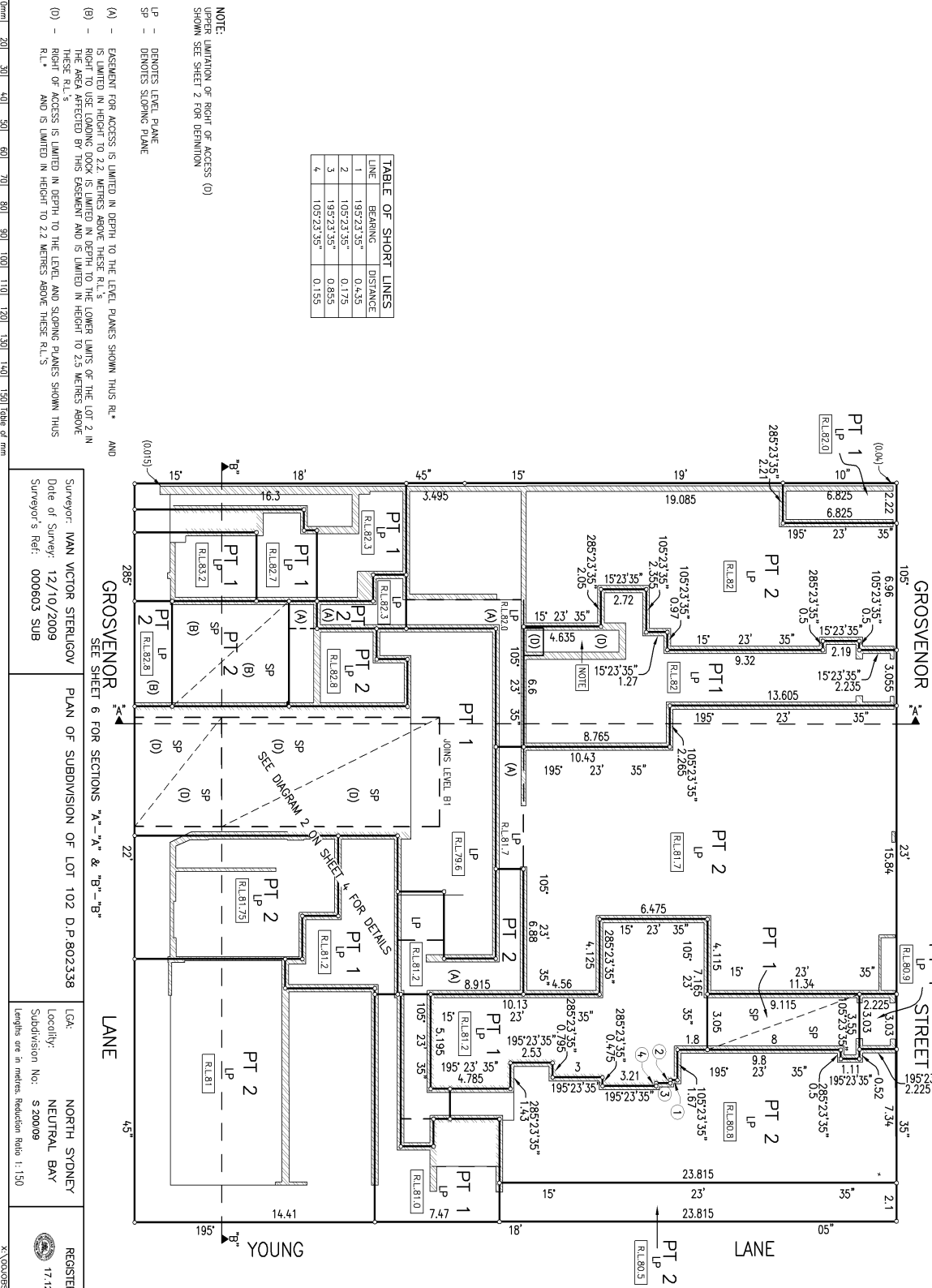
LOTS SHOWN ON THIS SHEET ARE UNLIMITED IN DEPTH AND ARE LIMITED IN HEIGHT TO THE LOWER LIMITS OF LOTS SHOWN ON GROUND LEVEL (SHEETS 3 & 4)



M.G.A.

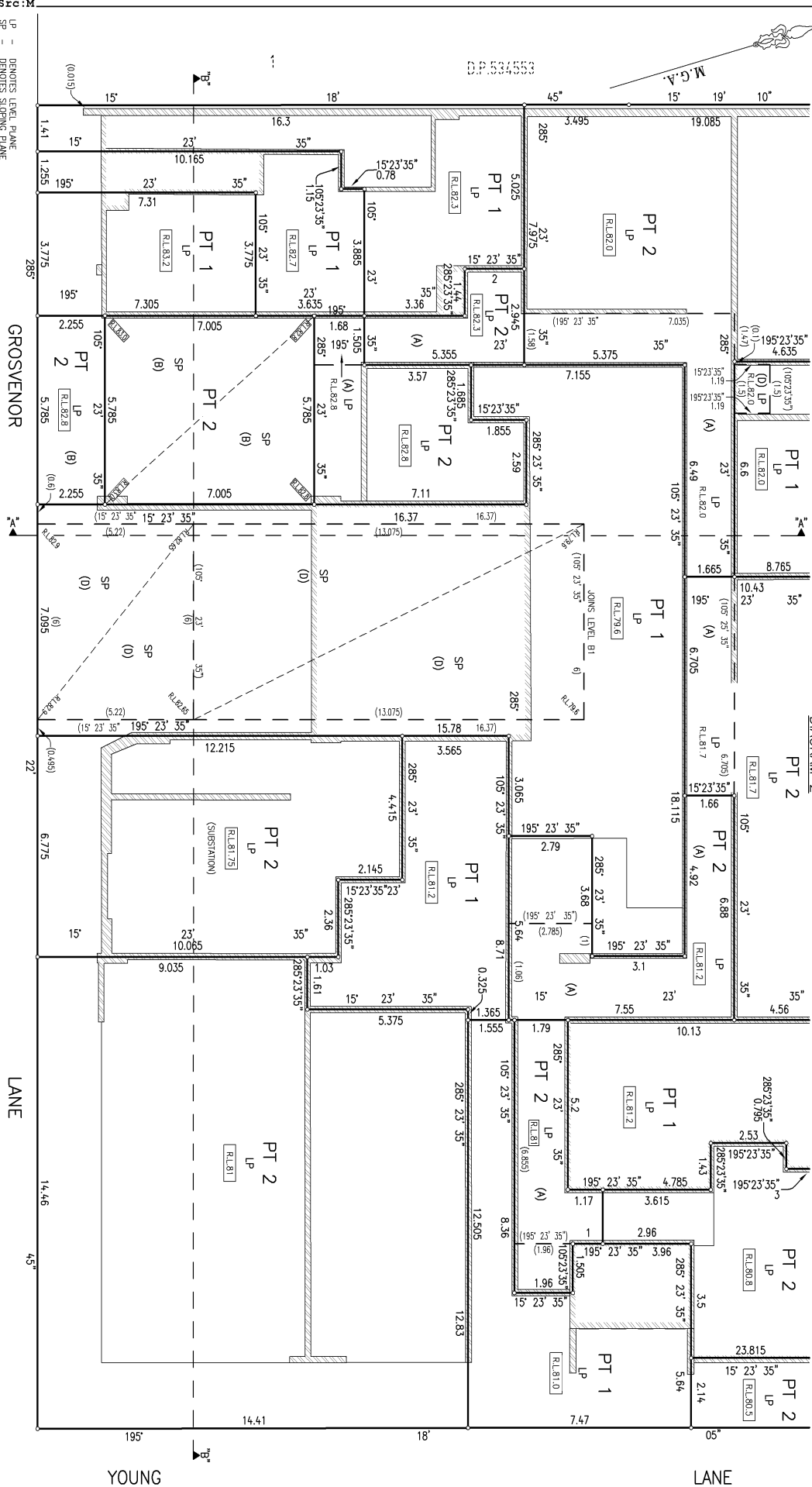
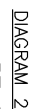
GROUND LEVEL

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)



Surveyor: NAN VICTOR STERIOV Date of Survey: 12/10/2009 Surveyor's Ref: 000603 SUB	PLAN OF SUBDIVISION OF LOT 102 D.P.802338	LCA: NORTH SYDNEY Locality: NEUTRAL BAY Subdivision No: S 20009 Lengths are in metres. Reduction Ratio 1:150	REGISTERED 17.12.2009	DP1144637
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GROUND LEVEL



GROSVENOR

LANE

YOUNG

LANE

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

PLAN OF SUBDIVISION OF LOT 102 D.P. 802338

LGA: NORTH SYDNEY

REGISTERED

DP1144637

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

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

Localities: NEUTRAL BAY  
Subdivision No: S 200/09  
Lengths are in metres. Reduction Ratio 1:80

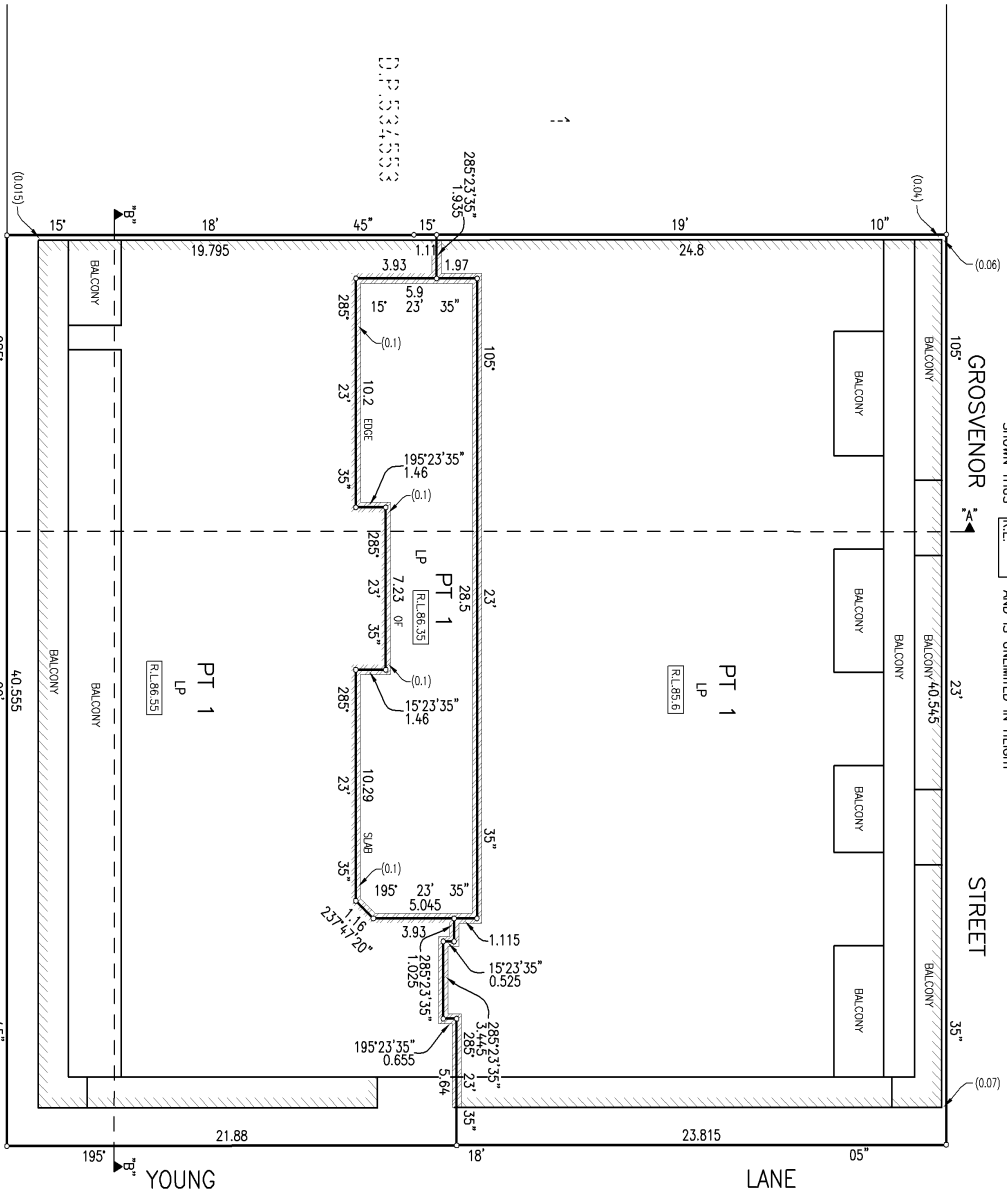
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LEVEL 1 & ABOVE

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

GROSVENOR

STREET



LP - DENOTES LEVEL PLANE

GROSVENOR

LANE

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

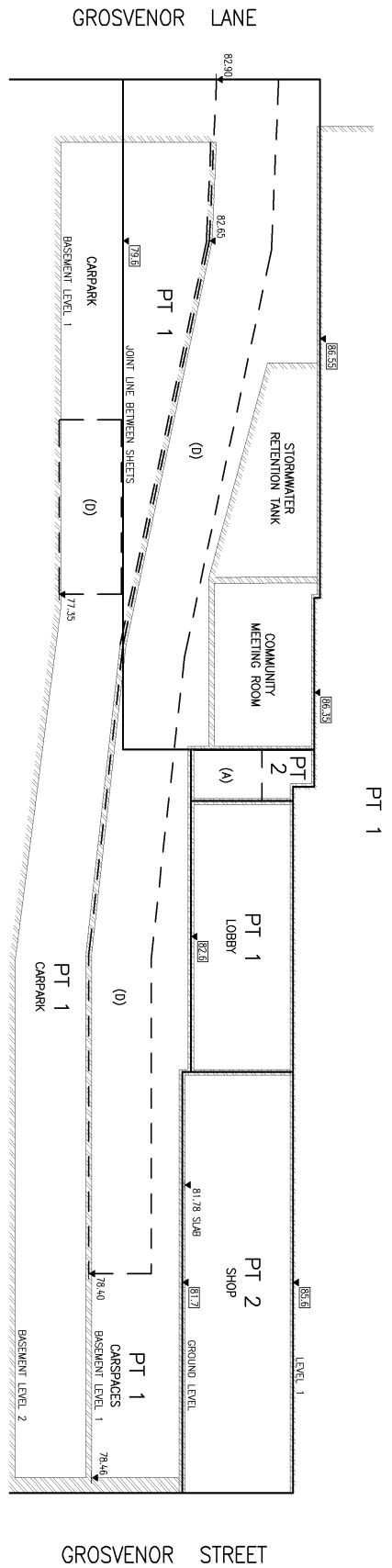
Surveyor: IAN VICTOR STERLIGOV  
Date of Survey: 12/10/2009  
Surveyor's Ref: 000603 SUB

PLAN OF SUBDIVISION OF LOT 102 D.P. 802338

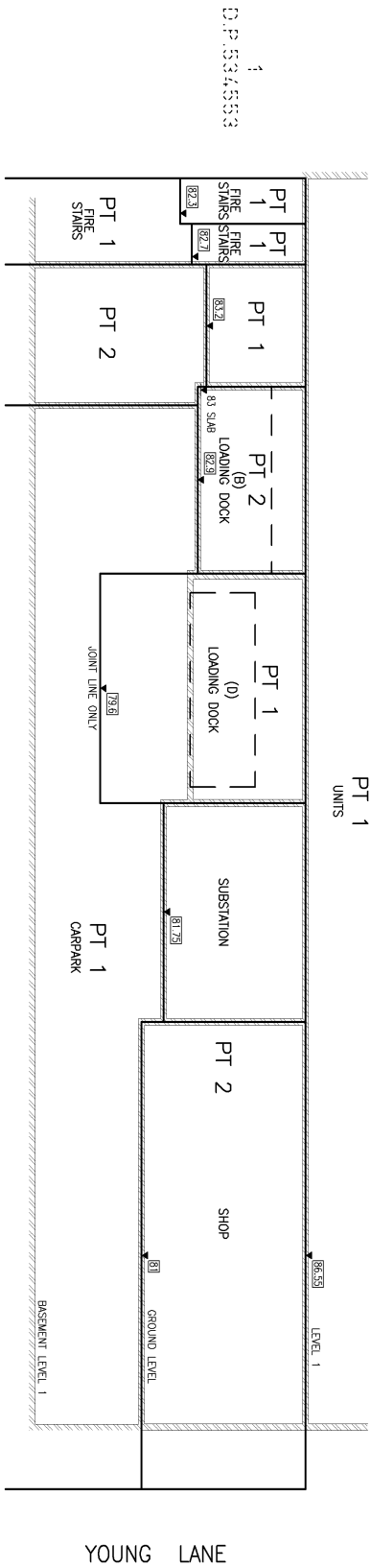
LCA: NORTH SYDNEY  
Locality: NEUTRAL BAY  
Subdivision No: S 20009  
Lengths are in metres. Reduction Ratio 1: 150

REGISTERED  
17.12.2009

DP1144637



SEC "A" - "A"



SEC "B" - "B"

[illegible]

**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 *Pugh* 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	



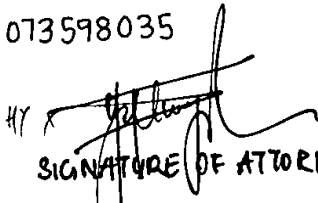
(If insufficient space use Plan Form 6A annexure sheet)

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		
<p>GROSVENOR PACIFIC PTY LTD ACN 092 931 247 by their attorney <u>John Cheong</u> pursuant to power of attorney registered Book 4567 No. 418 &amp; I have no notice of the revocation of the said power of attorney.</p> <p>WITNESS: M. Tyeon MARIA TAYLOR, 16/77 CASTLEREAGH ST SYDNEY</p> <p>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:</p> <p> TEE LOK TAN LEVEL 2, 75 CASTLEREAGH ST. SYDNEY NSW</p> <p>HY  SIGNATURE OF ATTORNEY HELEN YAP CHOONG LAN FULL NAME OF ATTORNEY</p>		
SURVEYORS REFERENCE: 000603 SUB		

\* OFFICE USE ONLY

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.



**DP1144637 B**

Plan of Subdivision of Lot 102 DP802338 covered by  
Council's Certificate No S 200/09

Full name and address of the owner of the land: Grosvenor Pacific Pty Limited ACN 092 931 247 of 176 Campbell Street, Surry Hills 2010

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan:	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Support and Shelter (Whole of Lots)	1 2	2 1
2	Easement for Services (Whole of Lots)	1 2	2 1
3	Easement for Emergency Egress (Whole of Lots)	1 2	2 1
4	Easement for Access (A) variable width (Limited in Stratum)	1 2	2 1
5	Right to Use Loading Dock (B) 5.785 wide (Limited in Stratum)	2	1
6	Right of Access (D) variable width (Limited in Stratum)	1	2
7	Positive covenant pursuant to s.88E(3).	1	North Sydney Council

**Part 2 (Terms)**

**Interpretation**

In this instrument, unless a contrary intention appears:

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

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

.....  
PETER WILLIAM

.....  
PETER WILLIAM

**AUTHORISED PERSON**

**NORTH SYDNEY COUNCIL**

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

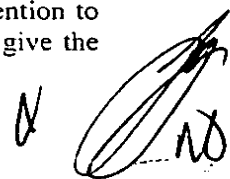
(a) to permit and suffer the building and other improvements situated on the Benefited Lot to be supported vertically and horizontally by the soil of the Burdened Lot and by all Burdened Structures standing for the time being in, on or above or across the soil of the Burdened Lot or any part of it that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

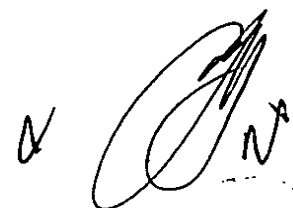
**The parties authorised to vary release or modify**

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

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DP1144637

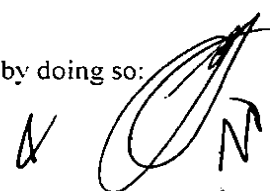
Sheet 4 of 8

**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:

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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;

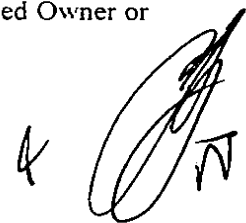
except to the extent that any death, injury, loss or damage is caused by the negligence of the Burdened Owner or that owner's employees, servants or agents contractors or subcontractors.

**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 'JN' 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

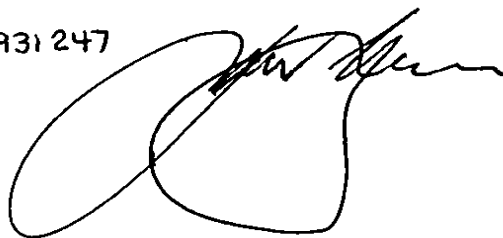
by their attorney JOHN CRIMMIE  
pursuant to power of attorney registered  
Book 4557 No. 418 & I have no notice  
of the revocation of the said power of attorney.

WITNESS

M. T. POK

MARISA TRIPOLI

16/77 CASTLEREAGH ST, SYDNEY



Peter Williams

PETER WILLIAMS

**AUTHORISED PERSON**

**NORTH SYDNEY COUNCIL**

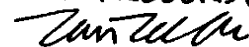
DP1144637

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  
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 CASTLEREACH ST., SYDNEY

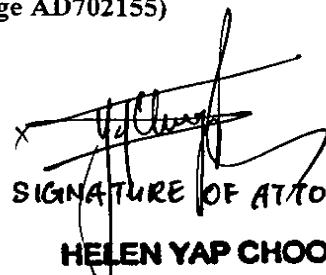
Consent by North Sydney Council



PETER WILLIAMS

AUTHORISED PERSON

NORTH SYDNEY COUNCIL

  
SIGNATURE OF ATTORNEY  
HELEN YAP CHOONG LAN  
FULL NAME OF ATTORNEY

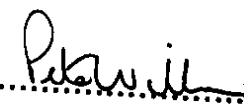
Consent by Energy Australia (Lease P720902)

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.

### (B) LODGED BY

Document  
Collection  
Box

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

Total - 9

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 ~~authorised person~~ <sup>WITNESS</sup>:

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

Office held:

~~POWER OF ATTORNEY~~

SEE ANNEXURE C

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

Name of ~~authorised person~~ <sup>ATTORNEY</sup>: JOHN CRIMBANE

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.:

~~KATHARINE 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

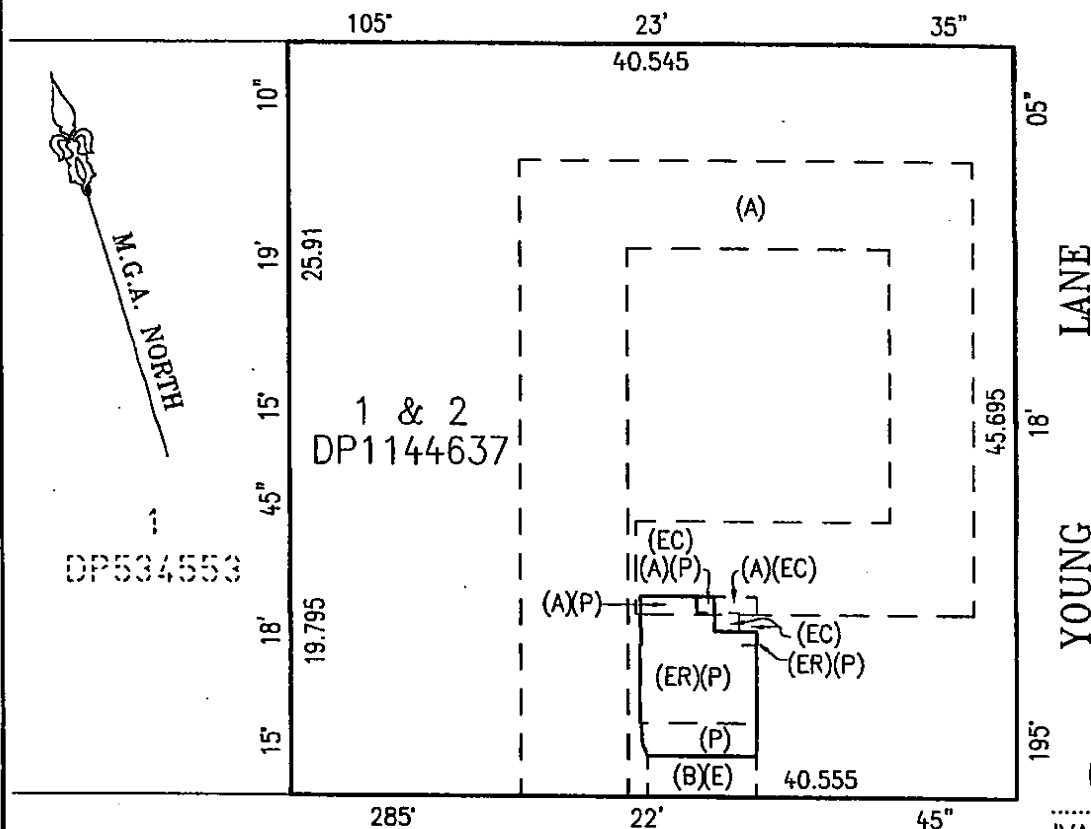
PARISH: WILLOUGHBY

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



REDUCTION RATIO 1:400

GROSVENOR

LANE

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  
Grosvenor Council  
Shire of Waverley  
NY X  
*[Signature]*

SIGNED FOR & ON BEHALF OF  
ENERGY AUSTRALIA

*[Signature]*  
*[Signature]*

'ANNEXURE A'

GROUND LEVEL

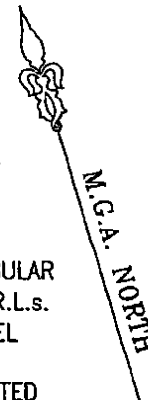
REDUCTION RATIO 1:200

- ▣ -- DENOTES INTERNAL FACE OF WALL  
 R.S.P. -- DENOTES SLOPING PLANE BETWEEN THE NOTED R.L.'s.

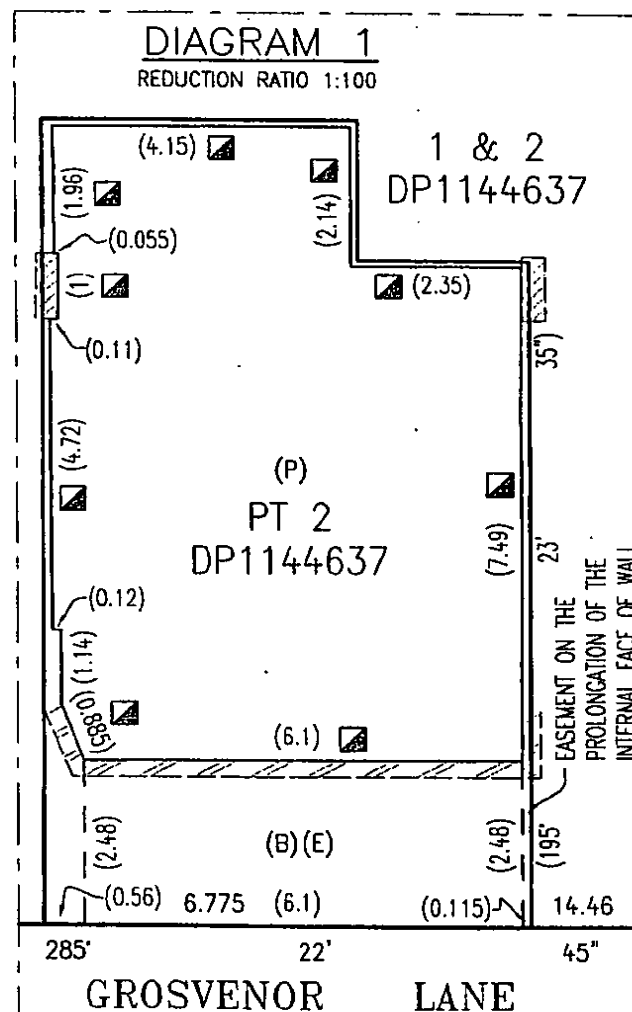
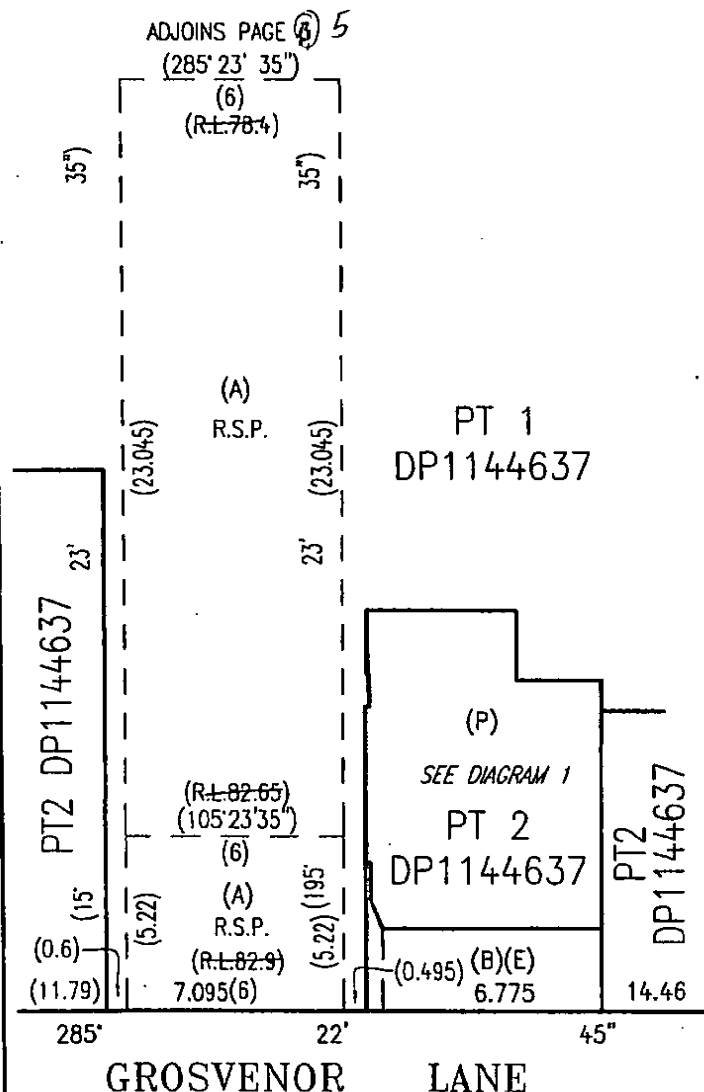
ORIGIN OF LEVELS:

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.



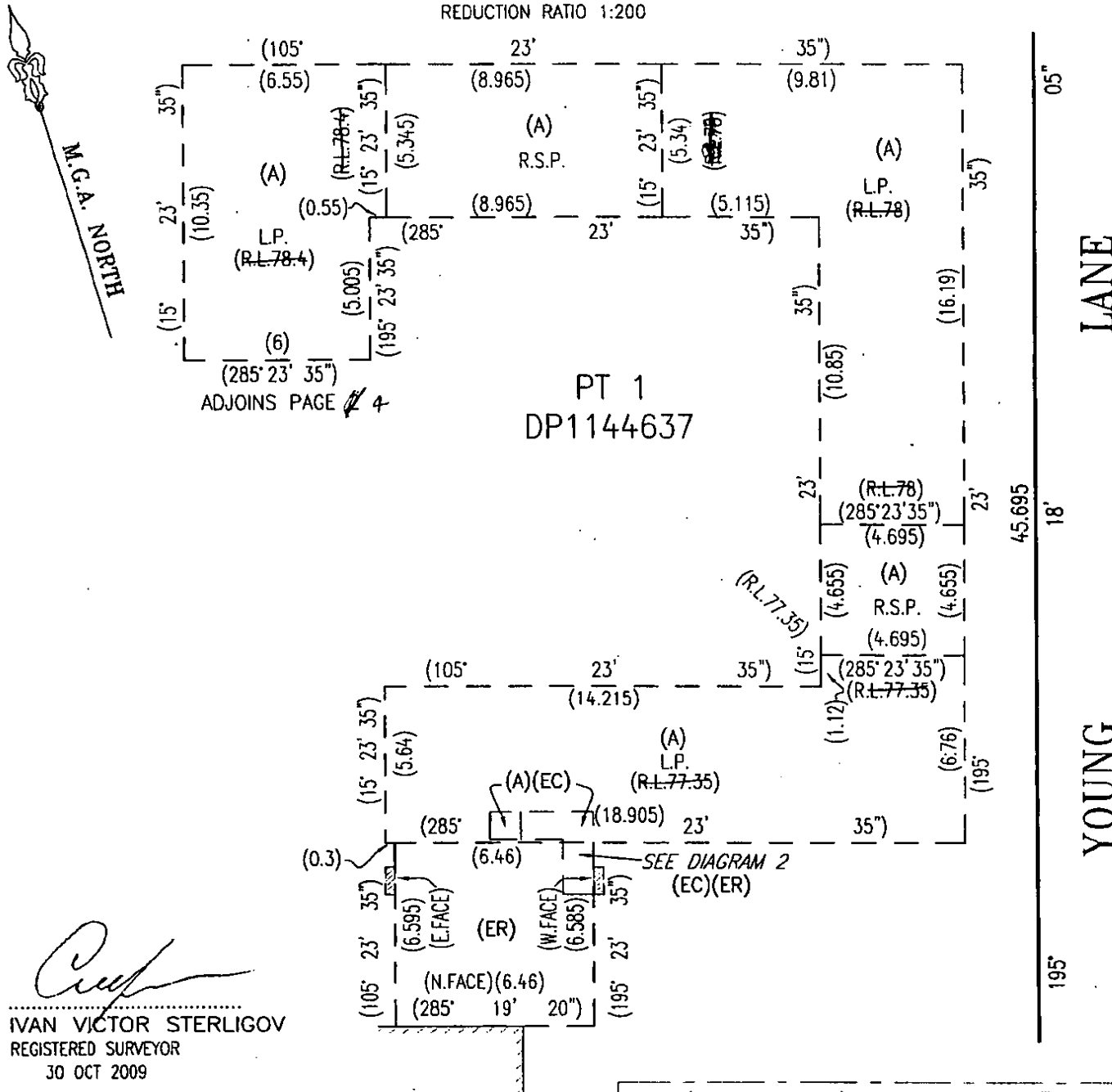
*Ivan Victor Sterligov*  
 IVAN VICTOR STERLIGOV  
 REGISTERED SURVEYOR  
 30 OCT 2009



'ANNEXURE A'

**BASEMENT LEVEL**

REDUCTION RATIO 1:200



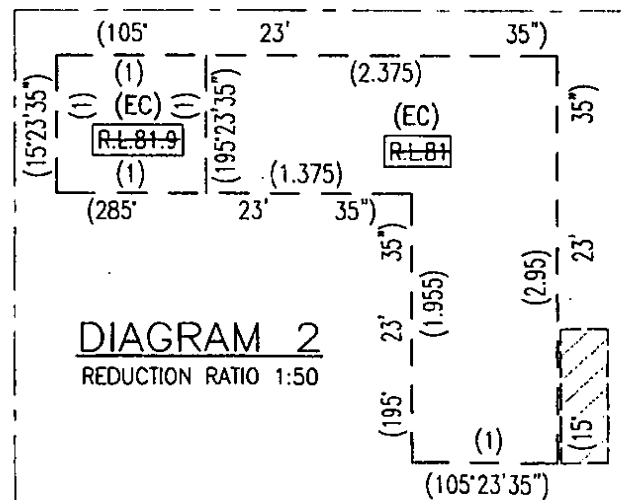
L.P. — DENOTES LEVEL PLANE

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

(A) — RIGHT OF CARRIAGEWAY 6 WIDE AND VARIABLE WIDTH LIMITED IN DEPTH TO THE NOTED LEVEL AND REGULAR SLOPING PLANES SHOWN (R.L.\*) AND LIMITED IN HEIGHT TO 2.2 METRES ABOVE THESE R.L.s.

(EC) — EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 1 WIDE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO LEVEL PLANES R.L.81 AND R.L.81.9 AS SHOWN ON DIAGRAM 2.

(ER) — EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 6.46 WIDE IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LEVEL PLANE R.L.81

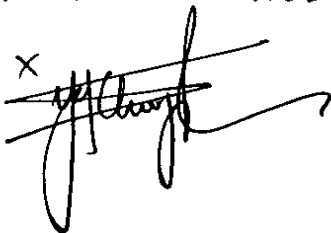


**THIS IS ANNEXURE "B" REFERRED TO IN THE LEASE BETWEEN  
GROSVENOR PACIFIC PTY LIMITED AS LESSOR AND  
ENERGYAUSTRALIA AS LESSEE  
DATED:**

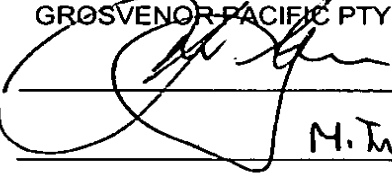
The Lessee shall have the benefit of the following rights:

- 1 *ON: RW* A RIGHT OF WAY <sup>designated (A) + (B) - within Lot 2</sup> over the land shown as "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.
- 2 *ON: ESMF* An EASEMENT FOR ELECTRICITY WORKS <sup>designated (E), (EC) + (ER)</sup> over the land shown as "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.

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

HY X 

SIGNED FOR AND ON BEHALF OF  
GROSVENOR PACIFIC PTY LIMITED

  
M. Tuyen

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:

*M. Tripodi*

Name of witness:

*MARISA TRIPODI*

Address of witness: 14/77 Castlereagh Street, Sydney

Signature of attorney

*John Grimble*

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*

TEE LOK TAN

LEVEL 2, 75 CASTLEREAGH ST. SYDNEY

HY

*Helen Yap Choong Lan*

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 38 941 300 970  
**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: 15CH  
Edition: 1705

**CONSOLIDATION  
CHANGE OF BY-LAW**



**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

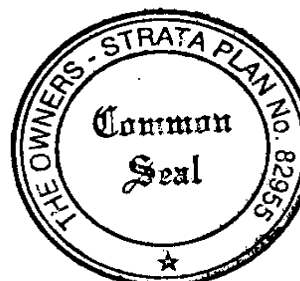
Authority

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**

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- 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**

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- 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**

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- 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**

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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**

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- 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**

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- 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**

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- 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**

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- 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**

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- 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**

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### **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**

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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**

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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**

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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**

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- 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**

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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**

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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

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### 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**

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## **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**

---

#### **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

---

#### 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:

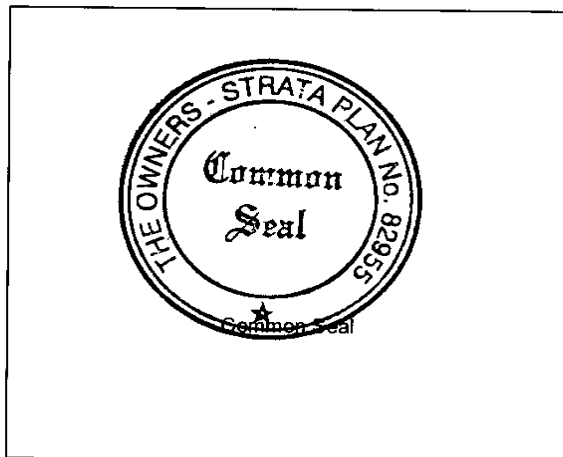
- (a) the Permitted Works must be effected with the minimum of necessary penetrations through and fixings into common property;
- (b) any plant and equipment or appliance forming part of the Permitted Works must have an Equipment Energy Efficiency Star Rating of at least 3 in accordance with a mandatory 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 <b>NICOLE TILBROOK</b>
Capacity of Authorised Person <b>STRATA MANAGER</b>
Address of signatory <b>187 KENT ST, SYDNEY 2000</b>

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



<b>11th MAY 2019.</b>
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.~~

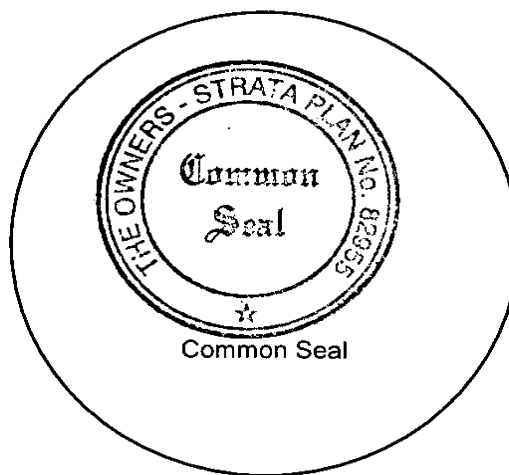
The seal of The Owners—Strata Plan No 82955 was affixed on ^ 7th May 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

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

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

^ Insert appropriate date

\* Strike through if inapplicable





Applicant:

**InfoTrack Pty Ltd  
DX 578  
Sydney  
NSW 2001**

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

**Cert. No.: 82927/02  
Page No.: 1 of 6**

**Parcel No:** 62041

**Date:** 19/05/2022  
**Receipt No.:**  
**Your REF:** CHEW & LEE

Property Description:

**SE 302 19 Grosvenor Street NEUTRAL BAY  
NSW 2089  
LOT: 29 SP: 82955**

Owner (as recorded by Council):

**Heng Keng Lee & Aggie Poh Lian Chew  
  
C/- Infinity Property Agents  
Se 38 112-122 McEvoy Street  
ALEXANDRIA NSW 2015**

The Title information shown on this Certificate has been obtained from the Land and Property Information NSW, therefore Council cannot guarantee accuracy.

The information required to be disclosed in this planning certificate is that prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000. If no response is provided in this planning certificate for an item listed in Schedule 4, that matter has been considered and determined as not applying to the land to which this certificate relates. 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.

**AS AT THE DATE OF THE CERTIFICATE THE FOLLOWING MATTERS APPLY TO THE ABOVE  
MENTIONED LAND.**

**PLANNING INSTRUMENT:**

**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.

**Zone: B4 – Mixed Use**

Permitted without consent

Nil

Permitted with consent

Amusement centres; Backpackers' accommodation; Boarding houses; Car parks; Centre-based childcare facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hostels; Hotel or motel accommodation; Information and education facilities; 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; Seniors housing; Serviced



apartments; Sex service premises; Shop top housing; Signage; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals

**Prohibited**

Pond-based aquaculture; Any development, other than a development 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.

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*.

**DRAFT PLANNING INSTRUMENTS:**

Nil.

**DEVELOPMENT CONTROL PLANS:**

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

*North Sydney Development Control Plan 2013* applies to all land to which *North Sydney Local Environmental Plan 2013* applies. The Development Control Plan was adopted by Council on 2 September 2013 and came into effect on 13 September 2013. Amended 20/02/14. Amended 08/01/2015. Amended 26/03/2015. Amended 6/08/2015. Amended 5/11/2015. Amended 7/07/2016. Amended 13/10/2016. Amended 19/07/2017. Amended 16/11/2017. Amended 7/12/2017. Amended 15/03/2018. Amended 5/12/2019. Amended 12/03/2020. Amended 2/07/2020. Amended 14/09/2020. Amended 17/11/2020. Amended 26/11/2021. Amended 02/05/2022.

***Draft Amendment to North Sydney DCP 2013 (North Sydney CBD commercial tower setbacks and separation)***

On 28 June 2021, Council resolved to endorse a draft amendment to North Sydney Development Control Plan (NSDCP) 2013 to amend the commercial tower built form controls in North Sydney CBD and place that draft amendment on public exhibition. Public exhibition of the draft amendment to NSDCP 2013 will take place from Monday 19 July 2021 to Monday 30 August 2021 (extended).

**INFRASTRUCTURE CONTRIBUTION PLANS:**

***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.

**HERITAGE CONTROLS:**



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*.

The subject land IS NOT identified as containing a HERITAGE ITEM under *Chapter 10 - Sydney Harbour Catchment to SEPP (Biodiversity and Conservation) 2021*.

#### **FLOOD CONTROLS:**

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

Unknown. Council is currently preparing a *Floodplain Risk Management Study and Plan* which will identify the extent of any Flood Planning Area and flood related development controls. Once the *Floodplain Risk Management Study and Plan* is adopted by Council in its final form (i.e. after being subject to public exhibition), the response to this question will change.

***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?***

Unknown. Council is currently preparing a *Floodplain Risk Management Study and Plan* which will identify the extent of any Flood Planning Area, probable maximum flood and flood related development controls. Once the *Floodplain Risk Management Study and Plan* is adopted by Council in its final form (i.e. after being subject to public exhibition), the response to this question will change.

#### **OTHER CONTROLS:**

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

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.

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*.

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.



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

### **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.

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.

### **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, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk except contamination.

## **THE FOLLOWING STATE ENVIRONMENTAL PLANNING POLICIES APPLY:**

### **State Environmental Planning Policies (SEPPs)**

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)



## **Draft State Environmental Planning Policies (SEPPs)**

Draft SEPP No. 66 - Integration of Land Use and Transport

Draft SEPP (Competition) 2010

Draft SEPP (Environment) 2017

Draft SEPP (Remediation of Land) 2018

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)

## **FOR THE PURPOSE OF SECTION 10.7(2) AND CLAUSE 3 TO SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000, THE FOLLOWING INFORMATION IS PROVIDED:**

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### **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.

### **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.

### **Commercial and Industrial Alterations Code**

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

### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development types specified within the Commercial and Industrial (New Buildings and Additions) Code under Part 5A 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.

Note. This part of the Planning Certificate only addresses matters raised in Clauses 1.17A(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.

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

---

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.

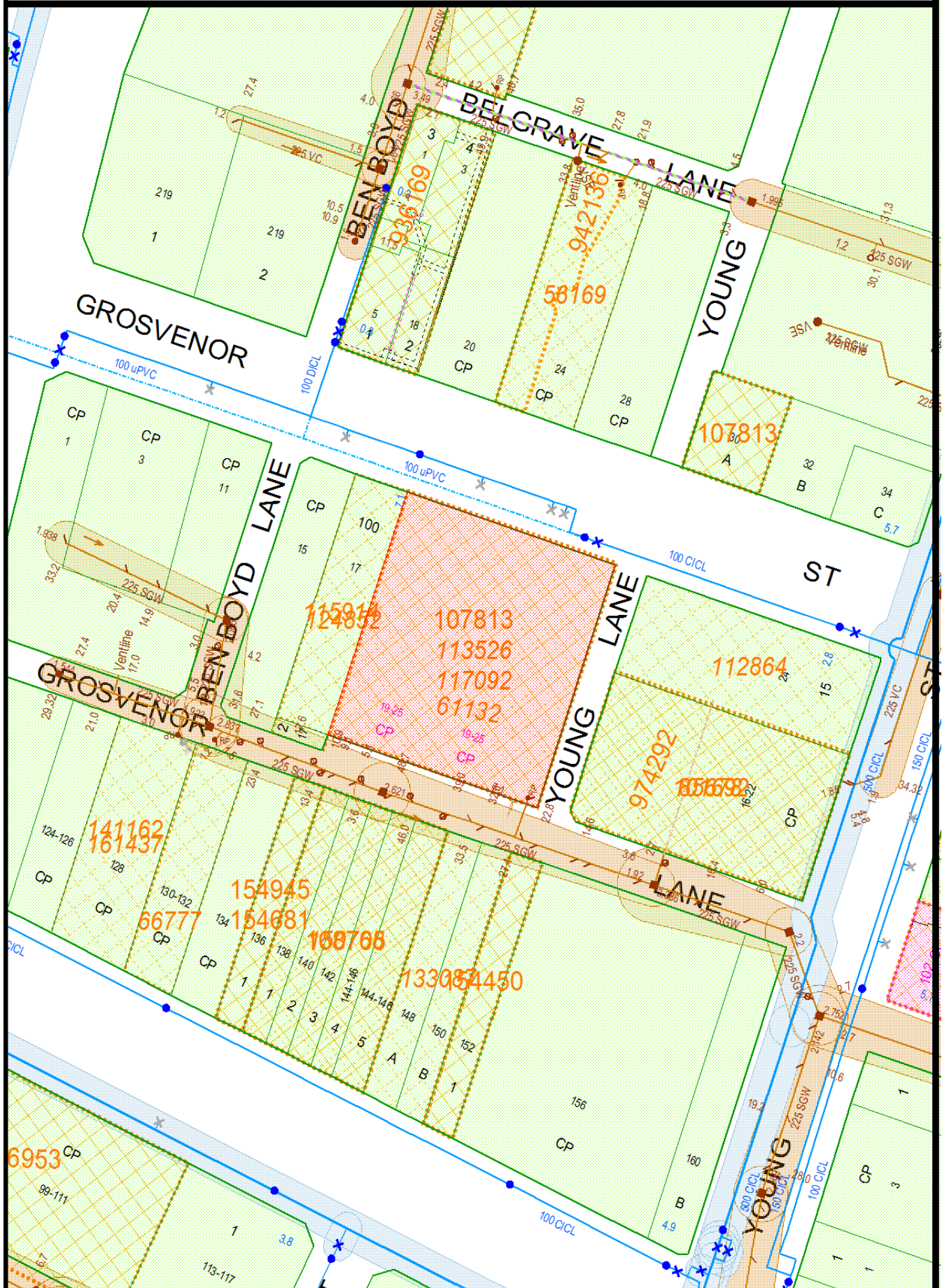
Council is NOT AWARE of the land (or part of the land) being subject to an ONGOING MAINTENANCE ORDER, as defined under Section 28(2) of the Contaminated Land Management Act, 1997.

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

**KEN GOULDTHORP  
GENERAL MANAGER**

*Electronically generated certificate  
– no signature required*



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

# SEWERAGE SERVICE DIAGRAM

Municipality of *North Sydney*No. *164942*

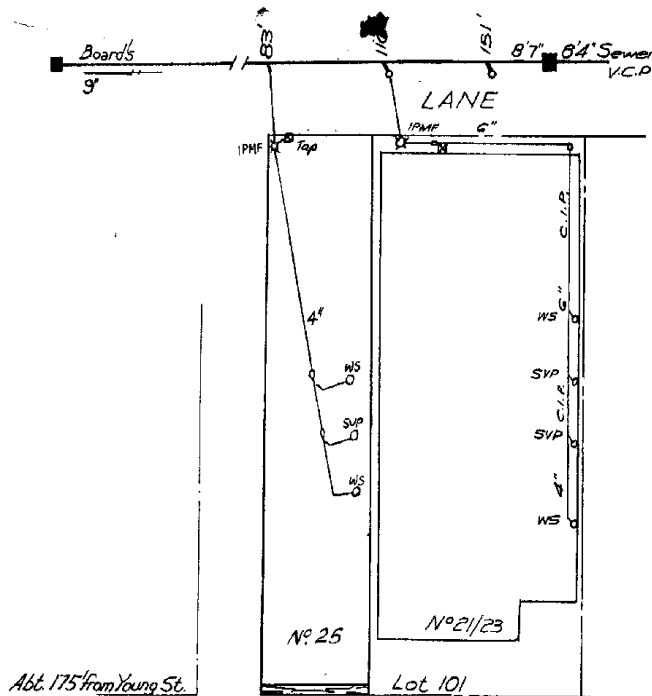
## SYMBOLS AND ABBREVIATIONS

<input type="checkbox"/> Boundary Trap	<input type="checkbox"/> R.V. Reflex Valve	I.P. Induct Pipe	Bsn. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> Vert. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F. W. Floor Waste
<input type="checkbox"/> R.S. Reflex Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

Scale: 40 Feet To An Inch

## SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



GROSVENOR

RATE No. \_\_\_\_\_ W.C.s \_\_\_\_\_ U.C.s \_\_\_\_\_ 19 \_\_\_\_\_

SHEET No. *3577*

OFFICE USE ONLY

For Engineer House Services

DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
W.C.		Branch Office	
Bth.		Date	
Shr.		Inspector	
Bsn.		Outfall <i>NS</i> <i>HL</i>	
K.S.		Drainer	
T.		Plumber	
Pig.		Boundary Trap	
Dec. Int.			

100-0379 1231-074  
1332 040  
1177-039 1443 127  
200-213

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

---

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. 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.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

#### **Affectations, notices and claims**

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

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
  - (b) when does the term of each appointment expire; and
  - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
  - (f) repair and maintenance.
43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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 the completion date.