

Deposit Power

Deposit Power Bond



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Deposit Bond Number

DB012545640

Date of Issue

23 Jan 2025

Date of Expiry

This date must be later than the settlement date per the Contract of Sale

23 Jul 2025

## Particulars of Purchasers

## Sample Bond

Primary Purchaser's Address

21 Sample Street Sydney NSW 2000

## Particulars of Property to be Purchased

If the 'Particulars of the Property to be Purchased' are not already included below, they are required to be registered with the Authorised Manager at digitalbond@depositpower.com.au with 7 days of the exchange of Contract of Sale.

## Vendor Details

## Marvel Studio

Primary Vendor's Address

21 John Street Sydney NSW 2000

## Property to be purchased

77 Sample Street Sydney NSW 2000

## Purchase Price

\$1,000,000

## Bond Fee

\$1,300

Maximum amount of deposit bond\*

\$100,000

Deposit Power

For and behalf of HDI  
DP Bonds Pty Ltd as Authorised Manager  
ABN 39 625 083 810

1. Terms typed in bold in this **Deposit Bond** are references to the terms dened below or used on the page overleaf

**Authorised Manager:** DP Bonds Pty Ltd trading as Deposit Power, ABN 39 625 083 810.

**Contract of Sale:** The contract for the sale of the **Property to be Purchased** entered into between the **Purchaser** and the **Vendor**, in respect of which the **Vendor** has accepted this **Deposit Bond**.

**Deposit Bond:** This Deposit Power Bond issued by the underwriter.

**The Underwriter:** HDI Global Specialty SE HRB211924

2. In consideration of the **Vendor** accepting this **Deposit Bond** from the **Underwriter**, instead of the **Vendor's** entitlement to some or all of the deposit under the **Contract of Sale**, the **Authorised Manager**, on behalf of the **Underwriter** will make payment under this **Deposit Bond**, within two (2) clear business days of the **Authorised Manager** receiving from the **Vendor** (prior to the expiry of the **Deposit Bond**) a copy of:

a) the **Contract of Sale**, executed by the **Purchaser/s**

AND

b) i) where the **Property to be Purchased** is in Victoria, the notice of rescission of the Contract of Sale which has been served on the **Purchaser** and a statement signed by the **Vendor** conrming that the **Purchaser** had not remedied the default specied on the notice of rescission within the period specied in the **Contract of Sale**; or

ii) where the **Property to be Purchased** is outside Victoria, the notice of termination which has been served on the **Purchaser**, and which, in either case, would consequently entitle the **Vendor** to keep, recover or declare forfeited the deposit, of the amount demanded by the **Vendor** up to but not exceeding the **Maximum Amount of Deposit Bond** or 10% of the **Purchase Price** or the amount of the deposit specied in the **Contract of Sale**, whichever is the lesser.

OR

c) the notice of rescission or termination which has been served by the **Purchaser** exercising its right to cool off under the relevant legislation (if any), of the amount which is required to be forfeited to the **Vendor**, but not exceeding the amount prescribed by law, if any.

3. Payment will not be made where the conditions of this **Deposit Bond** are not strictly complied with prior to the expiry of the **Deposit Bond**.

4. Any payment shall be made by the **Authorised Manager**, on behalf of the **Underwriter** to the party nominated in the **Contract of Sale** to hold the deposit.

5. The liability of the **Underwriter** to make payment in relation to this **Deposit Bond** is not impaired or discharged notwithstanding that:

a) The **Vendor** is not entitled to serve the notice of termination or notice of rescission; or

b) The **Vendor's** consequent entitlement to keep, recover or declare fortied the deposit is disputed.

6. This **Deposit Bond**:

a) takes effect on the **Date of Issue**.

b) only applies to the **Contract of Sale**; and

c) is not transferrable by any party.

7. The **Maximum Amount of Deposit Bond** is the total liability the **Underwriter** can have under this **Deposit Bond** and any other deposit bond bearing the same **Deposit Bond Number** issued by the **Underwriter** in respect of the **Contract of Sale**.

8. If the **Vendor's** details are not included on the front page of this Deposit Bond, the details are required to be registered with the **Authorised Manager** within 7 days of the exchange of the **Contract of Sale**.

9. This **Deposit Bond** expires on the earliest of when:

a) The Contract of Sale is completed; or

b) The Authorised Manager pays the amount required to be paid under this Deposit Bond; or

c) The Contract of Sale is terminated or rescinded and, in either case, the Vendor has accepted in writing the termination or rescission and the Purchaser is entitled to a refund of the deposit; or

d) 5:00pm Sydney time on the earlier of the Date of Expiry or, if the Date of Expiry falls on a weekend or a public holiday in Sydney, the immediately preceding business day.

10. The rights of the **Purchaser** to resist forfeiture of the deposit or recover the deposit are not impaired by any payment by the **Underwriter** under this **Deposit Bond**.

11. This **Deposit Bond** is a surety bond under and for the purposes of the relevant Corporations legislation in Australia.