

DISCLOSURE STATEMENT

BLOCK 6 SECTION 79 GIRALANG – “G+”

Required Information	Comments / where information can be found
<p>Does the developer intend the owners corporation to enter into any contract?</p> <p>If yes, details, including the amount of the buyer's general fund contribution that will be used to service the contract and any personal or business relationship between the developer and another party to the contract</p>	<p>Yes - Refer to Special Condition 61 of the Contract and the Budgets as provided with Contract in relation to the Buyer's general fund contributions.</p> <p>General Budget will apply to all units.</p> <p>The Developer may enter into ancillary or collateral agreements with providers of Embedded Networks and other service providers to facilitate the installation of the Embedded Network in the building.</p>
<p>Developer's estimate of the Buyer's general fund contribution for 2 years after the units plan is reregistered</p>	<p>Refer to Budgets as provided with Contract.</p>
<p>The method proposed for working out the contribution to be paid into the sinking fund by each unit</p>	<p>Refer to Budgets as provided with Contract.</p>
<p>Development approval (DA) details:</p> <ul style="list-style-type: none"> - DA No. - Statement about DA conditions - Whether DA lodged and status of application - Where the Buyer may find further information about the DA including information about how to find information about publicly notified amendments to the DA 	<p>DA No. 201833501 – Status is Approved</p> <p>Approval is subject to conditions of the DA – Refer to Notice of Decision provided with the DA.</p> <p>A copy of the development application and approval may be inspected at the planning and land authority's office.</p> <p>The Developer may apply for variations to the existing DA in accordance with Special Condition 65 of the Contract.</p>
<p>Plans that show:</p> <ul style="list-style-type: none"> - The proposed location and dimensions of the unit in relation to other units and the common property in the units plan; and - The internal floor plan of the unit; and - The detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard). 	<p>Refer to Plans as provided with Contract.</p>

A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease for the unit	All units within the Units Plan in the Residential Stratum identified on the plans are residential use.
Does the developer propose to restrict the use of a unit to a subset of the potential authorised uses under the lease?	The Developer does not intend to restrict the uses to which a unit may be put, other than restrictions that may be imposed in the final Crown Lease, Units Plan or the Territory Plan.
The proposed schedule of unit entitlement for the units plan	Refer to Budgets as provided with Contract.
Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary	Each Unit will have: <ul style="list-style-type: none"> - Balcony or courtyard or both - Car parking space(s) - Storage area Refer to plans and carparking schedule as provided with Contract.
A statement about the potential for, and type of, easements that may be required for the units plan	Refer to registered Transfer & Grant of Easement - Dealing 3279400 Refer to Special Conditions 64 & 67 of the Contract.
The proposed rules for the owners corporation for the units plan including any special privilege rule	Refer to draft rules as provided with Contract.
Is a Building Management Statement required?	Yes – Refer to Special Condition 67.6 of the Contract and the draft Building Management Statement provided for within the Contract.
Disclosure requirements for utility services	Cold Water Supply Each unit in the Units Plan will be individually metered via a pulse meter which feeds off the main meter for the Units Plan. Hot Water Supply Each unit in the Units Plan will have their own electric instantaneous Hot water system individually metered.

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The Law Society of the Australian Capital Territory: Contract for Sale

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		36		6	79	Giralang
and known as 36/90 Canopus Crescent Giralang ACT						
Seller	Full name	Yuan Lu and Jinyu Zheng				
	ACN/ABN					
	Address	5 Glencairn Avenue Indroopilly QLD 4068				
Seller Solicitor	Firm	Jeffrey Silk, Solicitor				
	Ref	Jeffrey Silk, Solicitor				
	Phone	6247 2799	email	jeffsilk11@gmail.com		
	DX/Address	PO Box 5037 Braddon ACT 2612				
Stakeholder	Name	Hive Property (ACT) Trust Account				
Seller Agent	Firm	Hive Property (ACT)				
	Ref	Leanne Palmer				
	Phone	0400 545 343	email	leanne@hiveproperty.co		
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	see inclusions list				
Date for Registration of Units Plan	see special condition 54.1					
Date for Completion	see special condition 69.2					
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Potential residential land?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Insert details on p.3)				
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No <input type="checkbox"/> Yes				
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No <input type="checkbox"/> Yes				

An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.

Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm					
	Ref					
	Phone		email			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments		
	Balance	\$	(clause 52 applies)			
Date of This Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing
 Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

Seller Disclosure Documents

The following marked documents are attached and form part of this Contract. The Buyer acknowledges that by execution of this Contract the Buyer certifies in writing that the Buyer received the marked documents prior to entering into this Contract.

- Crown lease of the Land (including variations)
- Current edition of the certificate of title for the crown lease
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the certificate of title (excluding
 - any mortgage or other encumbrance to be discharged)
 - If there is an encumbrance not shown on the certificate of title — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- proposed plan
- inclusions list

If the Property is a Unit where the Units Plan has registered:

- Units Plan concerning the Property
- current editions of the certificate of title for the Common Property
- (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- Section 119 Certificate
- registered variations to the articles of the Owners Corporation

If the Property is a Unit where the Units Plan has not registered:

- proposed Units Plans or sketch plan
- inclusions list
- the Default Rules
- details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement

If the Property is a Lot that is part of a Community Title Scheme:

- Section 67 Statement, as first or top sheet
- Community Title Master Plan
- Community Title Management Statement

If the Property is a Lot that will form part of a Community Title Scheme:

- proposed Community Title Master Plan or sketch plan
- proposed Community Title Management Statement

GST

- Not applicable
- Input taxed supply of residential premises
- Taxable supply (including new residential premises)
- GST-free supply of going concern
- Margin scheme applies

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

Tenancy Summary

Premises		Expiry date	
Tenant name		Rent	
Commencement date		Rent review date	
Term		Rent review mechanism	

Managing Agent Details for Owners Corporation or Community Title Scheme (if no managing agent, secretary)

Name	Civium Strata	Phone	
Address	3 Lonsdale Street Braddon ACT 2612		

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Buyer is part of a GST group, where the GST representative has the GST liability). If more than one supplier, provide details for each supplier.

Supplier	Name		
	ABN		Phone
	Business address		
	Email		
Residential Withholding Tax	Supplier's portion of the RW Amount:	\$	
	RW Percentage:		%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):	\$	
	Is any of the consideration not expressed as an amount in money?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	\$	
Other details (including those required by regulation or the ATO forms):			

Cooling Off Period

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5pm on the 5th Business Day after the day this Contract is made except if any circumstance in paragraph 2 applies.
- 2 There is no cooling off period if:
 - the Buyer is a corporation; or
 - the Property is sold by tender; or
 - the Property is sold by auction; or
 - before signing this Contract, the Buyer gives the Seller a certificate in the form required by the Sale of Residential Property Act signed by the Buyer Solicitor; or
 - this Contract is made on the same day the Property was offered for sale by auction but passed in and the Buyer was recorded in the bidders record as a bidder or a person for whom a bidder was bidding.
- 3 A Buyer exercising the cooling off right by rescinding this Contract forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of any balance.

Warnings

- 1 The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- 2 If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 3 As some risks associated with the Property pass from the Seller to Buyer on the Date of this Contract, (except if the Property is a Unit) the Buyer should take out insurance on the Property on the Date of this Contract.
- 4 The Buyer will usually have to pay stamp duty on the purchase of the Land. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

Disputes

If there is a dispute, the Law Society encourages the use of informal procedures such as negotiation, independent expert appraisal or mediation to resolve the dispute.

Exchange of Contract

- 1 An Agent, authorised by the Seller, may:
 - insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
 - insert in, or delete from, the Goods; and
 - exchange this Contract.
- 2 An Agent must not otherwise insert, delete or amend this Contract.
- 3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

The Seller agrees to sell and the Buyer agrees to buy the Property for the Price on these terms:

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

Affecting Interests means any mortgage, encumbrance, lease, lien, charge, notice, order, caveat, writ, or other interest;

Agent has the meaning in the Sale of Residential Property Act;

ATO means the Australian Taxation Office, and includes the Commissioner for Taxation;

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

Building Act means the *Building Act 2004* (ACT);

Building and Development Provision has the meaning in the Planning Act;

Building Conveyancing Inquiry Document has the meaning in the Sale of Residential Property Act;

Building and Compliance Inspection Report has the meaning in the Sale of Residential Property Act;

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory;

Class A Unit has the meaning in the Sale of Residential Property Act;

Common Property for a Unit has the meaning in the Unit Titles Act;

Common Property for a Lot that forms part of a Community Title Scheme has the meaning in the Community Title Act;

Community Title Act means the *Community Title Act 2001* (ACT);

Community Title Body Corporate means the entity referred to as such in the Community Title Act;

Community Title Management Statement has the meaning in the Community Title Act;

Community Title Master Plan has the meaning in the Community Title Act;

Community Title Scheme has the meaning in the Community Title Act;

Completion means the time at which this Contract is completed;

Compliance Certificate means a certificate issued for the Lease under section 296 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

Default Notice means a notice in accordance with clause 18.5 and clause 18.6;

Default Rules has the meaning in the Unit Titles Management Act;

Deposit means the deposit forming part of the Price;

- Developer** in respect of a Unit has the meaning in the Unit Titles Act; in respect of a Lot has the meaning in the Community Title Act;
- Developer Control Period** has the meaning in the Unit Titles Management Act;
- Development** has the meaning in the Planning Act;
- Development Statement** has the meaning in the Unit Titles Act;
- Encumbrance** has the meaning in the Sale of Residential Property Act but excludes a mortgage;
- Energy Efficiency Rating Statement** has the meaning in the Sale of Residential Property Act;
- General Fund Contribution** has the meaning in section 78(1) of the Unit Titles Management Act;
- GST** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- GST Rate** means the prevailing rate of GST specified as a percentage;
- Improvements** means the buildings, structures and fixtures erected on and forming part of the Land;
- Income** includes the rents and profits derived from the Property;
- Land Act** means the *Land (Planning & Environment) Act 1991* (ACT);
- Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;
- Land Rent Act** means the *Land Rent Act 2008* (ACT);
- Land Rent Lease** means a Lease that is subject to the Land Rent Act;
- Lease** means the lease of the Land having the meaning in the Planning Act;
- Lease Conveyancing Inquiry Document** has the meaning in the Sale of Residential Property Act;
- Legislation Act** means the *Legislation Act 2001*;
- Liability of the Owners Corporation** means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;
- Lot** has the meaning in the Community Title Act;
- Non-Land Rent Lease** means a Lease that is not subject to the Land Rent Act;
- Notice to Complete** means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;
- Owners Corporation** means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;
- Pest Inspection Report** has the meaning in the Sale of Residential Property Act;
- Pest Treatment Certificate** has the meaning in the Sale of Residential Property Act;
- Planning Act** means the *Planning and Development Act 2007* (ACT);
- Planning and Land Authority** has the meaning in the Legislation Act;
- Prescribed Building** has the meaning in the Building Act;
- Prescribed Terms** has the meaning in the Residential Tenancies Act;
- Property** means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;
- Required Documents** has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;
- Rescission Notice** has the meaning in the Sale of Residential Property Act;
- Residential Tenancies Act** means the *Residential Tenancies Act 1997* (ACT);
- Sale of Residential Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);
- Section 119 Certificate** means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;
- Section 56 Certificate** means a certificate for a Lot issued under section 56 of the Community Title Act;
- Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;
- Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;
- Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;
- Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

Unit Titles Management Act means the *Unit Titles (Management) Act 2011* (ACT)

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act;
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to "this Contract" extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller's property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.

4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.

5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

- 5.2.1 signing the transfer;
- 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
- 5.2.3 stamping the transfer by the Buyer (if applicable),

and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:

- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
- 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.

6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:

- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
- 6.2.2 the Buyer is not entitled to vacant possession,

then the Buyer may either:

- 6.2.3 rescind; or
- 6.2.4 complete and sue the Seller for damages.

6.3 The Buyer is not entitled to make any requisitions on the title to the Property.

6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:

- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
- 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;

- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

- 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
- 7.2.2 the Seller will have the capacity to complete;
- 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
- 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
- 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
- 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
- 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a Non-Land Rent Lease and not a Land Rent Lease.

7.3 The Seller gives no warranties as to the present state of repair of any of the Improvements or condition of the Land, except as required by law.

8. Adjustments

8.1 Subject to clause 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

9.2 If the Property is sold subject to a tenancy, the Seller has:

9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

9.2.2 completed the tenancy summary on page 2 of this Contract.

9.3 If the Property is sold subject to a tenancy:

9.3.1 the Seller warrants that except as disclosed in this Contract:

(a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;

(b) if applicable, the Seller has complied with the Residential Tenancies Act;

(c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;

(d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

(e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and

(f) if applicable, the Tenancy Agreement incorporates:

(i) the Prescribed Terms; and

(ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

(a) any written Tenancy Agreement to which this Contract is subject;

(b) a notice of attornment;

(c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and

(d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.

10.2 The Seller must leave the Property clean and tidy on Completion.

11. Inspection of building file

11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:

11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

11.1.2 any notices issued by any authority in relation to the Land and Improvements.

12. Additional Seller obligations

12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:

12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

12.1.2 obtain approval for any Development conducted on the Land;

12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;

12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and

12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:

13.1.1 the Lease does not contain a Building and Development Provision; or

13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or

13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.

13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:

13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or

13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.

14. Off the plan purchase

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
- 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
- 16.1.2 if the error is not corrected before Completion:
- (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
- (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
- 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
- (a) the total amount claimed exceeds 5% of the Price;
- (b) the Seller gives notice to the Buyer of an intention to rescind; and

- (c) the Buyer does not give notice to the Seller waiving the claim within 14 days after receiving the notice; and

- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

- (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

- (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

- (d) the decision of the arbitrator is final and binding;

- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
- 19.1.1 sue the Buyer for breach; or
- 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
- 20.1.1 terminate and seek damages; or
- 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
- 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

* Alter as necessary
 ** Alter as necessary

22. Damages for delay in Completion

22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

22.1.1 if the defaulting party is the Seller interest on the Price at the rate of %* per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

22.3 The parties agree that:

22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

23.2 This clause is an essential term.

24. GST

24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

24.3 If under this Contract a party (**Relevant Party**) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

24.4 If this Contract says this sale is the supply of a going concern:

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply,

in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

* Insert percentage

24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.

26.2 To serve a notice a party must:

26.2.1 leave it at; or

26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or

26.2.3 serve it on that party's solicitor in any of the above ways; or

26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or

26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.

28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

29.1 Clauses 3.1, 3.2 and 3.3 do not apply.

29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970* (ACT).

29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89.

32. Inspection of Unit

32.1 For the purposes of clause 10.1 Property includes the Common Property.

33. Seller warranties

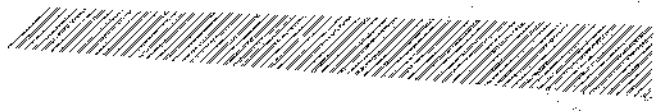
33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;



- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.

- 33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.
- 33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to materially prejudice the Buyer.
- 33.4 For the purposes of clause 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

- 34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.
- 34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not

destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

- 35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Section 119 Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.

37. Unregistered Units Plan

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
 - 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
 - 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and
- 37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.
- 38. Cancellation of Contract**
- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.
- 39. Claims for compensation**
- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and
- 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- 39.3.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

40. Community title

- 40.1 The following clauses 41 to 50 inclusive apply if the Property is, or will on Completion form, a Lot within a Community Title Scheme.

41. Definitions and interpretation

- 41.1 A reference in these clauses 40 to 50 inclusive to a section or Part is a reference to a section or Part of the Community Title Act.

42. Buyer rights limited

- 42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

- 43.1 Any adjustment under clause 8 must include an adjustment of the contributions to the fund under section 45.

44. Inspection of property

- 44.1 For the purposes of clause 10.1 Property includes the Common Property.

45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
 - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

of the Lot to the other lots in the Community Title Scheme is not varied; or

- 45.4.3 any minor variations between the proposed Community Title Management Statement and the registered Community Title Management Statement;

In this clause, a minor variation is any variation less than 5% to either the size or value of the Lot described in the plan attached and referred to in the proposed Community Title Management Statement.

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

- 46.1 This clause 46 applies if at the Date of this Contract, development of the Community Title Scheme has not completed.
- 46.2 Until the development of a Community Title Scheme is finished, the Developer warrants to the Buyer that the development will be carried out in accordance with the scheme.
- 46.3 Without limiting the damages recoverable for breach of the warranty in clause 46.2, the Buyer may recover damages for the loss of a reasonably expected capital appreciation of the Lot that would have resulted from completion of the development in accordance with the terms of the Community Title Scheme.

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

- 48.1 The Seller must give to the Buyer, before the Buyer enters into this Contract, a Section 67 Statement.
- 48.2 The Section 67 Statement must:
- 48.2.1 state that the Lot is included in a Community Title Scheme that imposes obligations on the owner of the Lot;
- 48.2.2 state the name and address of:
- (a) the body corporate of the scheme; or
- (b) if it is the duty of the Community Title Body Corporate manager to act for the Community Title Body Corporate in supplying Section 56 Certificates – the manager;
- 48.2.3 state the amount of annual contributions currently fixed by the Community Title Body Corporate as payable by the owner of the Lot;
- 48.2.4 identify improvements on common property of the scheme for which the owner of the Lot is responsible;
- 48.2.5 be signed by the Seller or a person authorised by the Seller; and
- 48.2.6 be substantially complete.
- 48.3 The Seller must attach to this Contract, as a first or top sheet, a copy of the Section 67 Statement given to the Buyer under clause 48.1.
- 48.4 The Buyer may rescind this Contract if:
- 48.4.1 the Seller has not complied with clauses 48.1 and 48.3; and
- 48.4.2 Completion has not taken place.

49. Notice to Community Title Body Corporate

- 49.1 The parties must comply with the rules and by-laws of the Community Title Body Corporate in relation to notification of the sale and purchase of the Lot.

50. Section 56 Certificate

- 50.1 The Seller must give to the Buyer a Section 56 Certificate at least 7 days before Completion.
- 50.2 On Completion, the Buyer must pay to the Seller the fee charged for the Section 56 Certificate.

51. Foreign Resident Withholding Tax

Warning: The questions in the Schedule regarding the Relevant Price and the Clearance Certificates are not binding, and are included to remind the parties of their obligations under the Withholding Law.

Warning: The following clauses 51.1 to 51.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 51.1 In this clause 51 the following words have the following meanings:

CGT Asset has the meaning in the *Income Tax Assessment Act 1997*;

Clearance Certificate means a certificate issued under section 14-220 of the Withholding Law that covers the date of Completion;

Relevant Percentage means the percentage amount stated in section 14-200(3)(a) and 14-205(4)(a) of the Withholding Law;

Relevant Price means the higher of:

- the Price (including GST); and
- the market value of the CGT Assets sold under this Contract;

as at the Date of this Contract;

Variation Certificate means a certificate issued under section 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount means, subject to clauses 51.6 and 51.7, the Relevant Percentage of the first element of the CGT Asset's cost base (for all CGT Assets sold under this Contract) as at the Date of this Contract; and

Withholding Law means Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
- 51.4.2 the Buyer must:
- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller; no later than 5 days before the Date for Completion;
- 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

Buyer that that Seller is the entity referred to in the Clearance Certificate and is the relevant taxpayer for capital gains tax payable on the sale of the CGT Assets sold under this Contract.

52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

* Alter as necessary

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.
- 53.4 Subject to any adjustments to the Price that may arise after the Date of this Contract and which affect the RW Amount, the Seller warrants to the Buyer that the Seller has provided the Buyer with the information required under section 14-255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.8 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:
- ATO** means the Australian Taxation Office, and includes the Commissioner for Taxation;
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 53.2 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.3 The following clauses 53.4 to 53.8 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.5.1 21 days after a written request from the Seller; or
- 53.5.2 7 days prior to Completion, whichever is the earlier.
- 53.6 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.7 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.8 In relation to the unendorsed bank cheque required by clause 53.7, the Buyer must:
- 53.8.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.8.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

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SPECIAL CONDITIONS

54 DEFINITIONS & INTERPRETATION

54.1 Definitions

In these Special Conditions the following words have the following meanings:

- (a) **Apartment Area** means in relation to the Unit the sum of:
 - (i) the figure shown as the 'Internal' on the plan of the Unit included in the Plans and Specifications, measured as follows:
 - A. to the centre line of party walls;
 - B. to the outside face of external walls and common area walls; and
 - C. excludes riser shafts and vertical Service ducts; and
 - (ii) the figure shown as the 'External' representing the Balcony area (if any) on the plan of the Unit included in the Plans and Specifications, measured to the inside face of balustrades.
- (b) **Arrangements** includes all development approvals, building approvals, finance approvals, acquisition of the Land by the Seller, consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions necessary for registration of the Units Plan and/or for undertaking and completing the Building Works and any ancillary works required by any authority to be undertaken.
- (c) **Asbestos** has the same meaning as in the *Dangerous Substances Act 2004* (ACT).
- (d) **Bank Guarantee** means a bank guarantee issued to the Seller at the request of the Buyer by a bank operating in Australia in form and substance satisfactory to the Seller, acting reasonably, for an indeterminate time.
- (e) **Bond** means a Deposit Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller acting reasonably.
- (f) **Building** means the buildings, within one of which the Unit is to be situated, to be constructed as part of the Complex
- (g) **Building Management Statement** means the building management statement for the Complex in substantially the same form as annexed to this Contract, as may be amended from time to time.
- (h) **Building Works** means the construction of the Building together with all Inclusions.
- (i) **Colour Selection Form** means the Colour Selection Form attached to this Contract.
- (j) **Complex** means all buildings and other structures including the Building to be constructed on the Land.
- (k) **Conditional Compliance** has the meaning specified in Special Condition 69.4.
- (l) **Conditions Precedent to Completion** has the meaning specified in Special Condition 69.1.
- (m) **Commercial Stratum** means the part of the Land that is subdivided into a commercial component, consisting of commercial units, car parking and associated common areas as provided for in Special Condition 67.1.

- (n) **Contract** means this contract for sale including the Printed Terms and these Special Conditions and any annexure, schedule or attachment to it.
- (o) **Crown Lease** means, as the context requires, the Crown Lease for the Land, and any subsequent Crown lease/s that issue in respect of the Land or part of the Land on which the Units Plan is to be registered following a consolidation or subdivision of the title to the Land.
- (p) **Date for Completion** means the date determined pursuant to Special Condition 69.2.
- (q) **Date for Registration of Units Plan** means **31 December 2025**.
- (r) **Defects Liability Period** means the period of 90 days from but excluding the date of Completion.
- (s) **Embedded Network** means an embedded network and equipment for Services and Other Services installed on the Land.
- (t) **FATA** means the Foreign Acquisitions and Takeovers Act 1975 (Cth) or other legislation that governs the acquisition of interests in the Unit by Foreign Persons.
- (u) **Foreign Person** means a "foreign person" as defined in the FATA
- (v) **Guarantee** means the document entitled 'Guarantee' attached to and forming a part of this Contract.
- (w) **Inclusions** means the inclusions listed in the Inclusions List.
- (x) **Inclusions List** means the list of Inclusions attached to this Contract and marked 'Inclusions'.
- (y) **Insolvency Event** means the following:
 - (i) where the Buyer is a natural person and:
 - A. the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - B. a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - C. the Buyer commits an act of bankruptcy; or
 - (ii) where the Buyer is a body corporate and:
 - A. attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - B. attempts are made to have a controller (as defined by the *Corporations Act 2001* (Cth)) appointed for any of the Buyer's assets.
- (z) **Land** means Block 6 Section 79 Division of Giralang in the Australian Capital Territory.
- (aa) **Other Services** means gas services, internet or broadband services (including services provided by NBN or similar), electricity services and other services which may be connected to the Unit.

- (bb) **Personal Information** means personal information as defined in the *Privacy Act 1988* (Cth) relating to the Buyer including all personal information set out in this Contract and otherwise collect by the Seller or the Seller or their agents whether before or after the Date of this Contract.
- (cc) **Plans and Specifications** means the plans and specifications for the Unit and the Building attached to this Contract subject to final development approval.
- (dd) **Printed Terms** means the printed terms of the standard ACT Law Society Contract.
- (ee) **Residential Stratum** means the part of the Land that is subdivided into a residential component, including a unit which is the subject of this Contract, car parking and associated common areas as provided for in Special Condition 67.1.
- (ff) **Rules** means the rules of the Owners Corporation as defined under the Unit Titles Management Act.
- (gg) **Service** has the meaning in Printed Term 1.1 but may also include basement exhaust and extraction systems and fire services and any other services required to be installed by the Seller pursuant to any Approval.
- (hh) **Special Conditions** means these Special Conditions 54 onwards.
- (ii) **Stakeholder** means Meyer Vandenberg.
- (jj) **Stratum** means as the context requires the Residential Stratum or the Commercial Stratum or both.
- (kk) **Territory** means:
 - (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth).
- (ll) **Treasurer's Approval** means an exemption certificate, a no objection notification, or any other approval by the Treasurer or other authority of the Commonwealth of Australia, whether subject to conditions or not, under FATA in relation to the acquisition of the Unit by the Buyer.
- (mm) **Unit Schedule** means that Unit Schedule attached to this Contract as may be amended from time to time.
- (nn) **Unit Subsidiary** means such:
 - (i) balcony or balconies (as applicable), the courtyard or courtyards (as applicable), patio or patios (as applicable), winter garden or winter gardens (as applicable), roof top garden area or roof top garden areas (as applicable), as are identified on the Plan as forming part of the Unit; and

- (ii) storage area and car parking space or spaces (pursuant to Special Condition 60.2 and/or Special Condition 60.3),

that may form part of the title to the Unit.

- (oo) **Unit Title Application** means unit title application as defined in section 6 of the Unit Titles Act.

54.2 Other definitions

For the avoidance of any doubt, unless otherwise stated, the terms that are defined in the Printed Terms of the Contract have the same meanings in these Special Conditions.

55 AMENDMENT TO PRINTED TERMS

55.1 Amendment

The Printed Terms of the Contract are amended as follows:

- (a) the provisions relating to the Cooling Off period on page 3 of the Printed Terms is amended by:
 - (i) deleting the words 'forfeits 0.25% of the Price. The Seller is entitled to recover the amount forfeited from the Deposit and the Buyer is entitled to a refund of the balance'; and
 - (ii) replacing them with 'is entitled to a refund of so much of the Deposit that they paid on the exchange of this Contract.'
- (b) clause 1.8 is amended by adding the following words at the end: "but the Guarantee and Indemnity must be signed in wet ink and witnessed by an independent adult";
- (c) clauses 8.1, 8.2, 8.4 and 8.5 are deleted;
- (d) clause 12 is deleted;
- (e) clause 14 is deleted;
- (f) insert the words " 2 Business Days before the Date for" prior to "Completion" in clause 17.1 line 3;
- (g) clause 17.1.1(a) is amended by deleting 5% and inserting 1%;
- (h) the words "date 7 days after the" are deleted from clause 22.1.2;
- (i) delete clause 22.1.3 and insert:
"if the defaulting party is the Buyer the amount of \$550.00 (including GST) is to be applied towards any legal costs and disbursements incurred by the Seller."
- (j) delete '5%' and replace it with '1%' in clause 28.2;
- (k) clause 37 is deleted and the disclosure requirements are set out in clause 61;
- (l) Clauses 40 to 50 are deleted;
- (m) Clause 51.4.4 is amended by deleting the words, "the parties must both" and inserting, "the Buyer must"; and
- (n) Clauses 53.2, 53.3, 53.4 and 53.9 are deleted.

55.2 Special Conditions Override Printed Terms

To the extent of any inconsistency between these Special Conditions and the Printed Terms of the Contract, these Special Conditions override the Printed Terms of the Contract.

56 INVESTMENT OF DEPOSIT

56.1 Investment

This Special Condition 56 does not apply in respect of the Deposit to the extent that the Deposit is paid by way of a Bond or Bank Guarantee in accordance with Special Condition 57.

56.2 Invest

The Seller and the Buyer authorise the Stakeholder:

- (a) to lodge the Deposit after the Date of this Contract with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer; and
- (b) to withdraw the Deposit and interest earned on Completion, rescission or termination of this Contract (whichever occurs); and
- (c) to pay the interest earned on the Deposit less an administration fee of \$250.00 (plus GST) per Deposit payable to the Stakeholder ('Administration Fee').

56.3 Completion or Rescission

- (a) If this Contract is completed or rescinded, then the Seller and the Buyer are entitled to the interest earned on the Deposit in equal shares.
- (b) However, where the Buyer is a Foreign Person that does not hold a Tax File Number and the Australian bank with whom the Deposit is lodged in accordance with Special Condition 56 is required to withhold amounts in respect of non-resident withholding tax then the Seller will be entitled to half of the interest that would have been earned on the Deposit had the amounts not been withheld and the Buyer will be entitled to the remainder of the interest earned after deduction of the amounts withheld.

56.4 Termination by Seller

If the Seller terminates this Contract because of the Buyer's default, then the Seller is entitled to all interest earned on the Deposit less the Administration Fee.

56.5 Termination by Buyer

If the Buyer terminates this Contract because of the Seller's default, then the Buyer is entitled to all interest earned on the Deposit less the Administration Fee.

56.6 TFN, DOB and ABN

- (a) The Buyer acknowledges that subject to Special Condition 56.6(c) they are not entitled to be paid any interest in accordance with Special Condition 56.3 in the event that their Tax File Number is not provided to the Stakeholder in accordance with Special Condition 56.6(b).
- (b) The Buyer must, on or before the date of this Contract, provide written notice to the Stakeholder containing the following information:
 - (i) if the Buyer is a natural person, the natural person's Tax File Number and date of birth;
 - (ii) if the Buyer is a company, the company's Tax File Number and Australian Business Number; or
 - (iii) if the Buyer is a trust or superannuation fund, the trust or superannuation fund's Tax File Number and Australian Business Number.

- (c) If the Buyer is a Foreign Person and does not hold a Tax File Number then the Buyer will remain entitled to the interest earned on the Deposit in accordance with this Special Condition 56 after all amounts withheld by the Australian bank if they are is required to withhold amounts in respect of non-resident withholding tax.

56.7 Minimum Amount for Investment

Each party acknowledges that if the cash component of the Deposit (if any) held by the Stakeholder is less than 5% of the Price; then the Stakeholder is not required to invest the Deposit in accordance with this Special Condition 56.

56.8 Timeframe for investment

- (a) Each party acknowledges that the Stakeholder will not invest the Deposit pursuant to this Special Condition 56 if the Deposit is paid within 6 months of the Seller's expected completion.
- (b) The date for expected Completion is at the discretion of the Seller (acting reasonably having regard to the stage of the construction works and expected date for registration of the Units Plan) and the Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract if the Deposit is not invested in accordance with this Special Condition 56.8.

56.9 No liability for failure to invest

Despite any other provision of this Special Condition 56, the Seller and the Stakeholder have no liability to the Buyer in the event that, for whatever reason, the Stakeholder fails to invest the Deposit.

57 BANK GUARANTEE OR BOND

57.1 Bank Guarantee or Bond

The 10% Deposit may be paid by the delivery of a Bank Guarantee or Bond to the Seller's Solicitor in accordance with this Special Condition 57.

57.2 Beneficiary

The Bank Guarantee or Bond must show the Seller as the beneficiary of the Bond or Bank Guarantee.

57.3 Payment

The Buyer must pay the amount stipulated in the Bank Guarantee or Bond to the Seller in cash or by unendorsed bank cheque on Completion of this Contract or at such other time as may be provided for the Deposit to be accounted for to the Seller.

57.4 Default

If:

- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit;
- (b) the term of the Bank Guarantee or Bond expires before the date which is 30 days after the Date for Registration of Units Plan (as may be extended in accordance with Special Condition 68.3), or it is not renewed in accordance with Special Condition 57; or

- (c) in the Seller's opinion, the provider of the Bank Guarantee or Bond is unable to pay the amount referred to in the Bank Guarantee or Bond,

and to the extent that the Deposit has not already been paid, then the Buyer is in default of this Contract. The Buyer must pay the Deposit, or any unpaid instalments of the Deposit, to the Stakeholder within 2 Business Days of any default under this Special Condition 57.4.

57.5 Default Is Agreed To Be Breach of an Essential Term

If the Buyer does not satisfy its obligations under Special Condition 57.4 of this Contract, the Buyer is in breach of an essential term of this Contract and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies.

57.6 Entitlement on Default

- (a) Where the Seller terminates this Contract and clause 19 applies, the Seller may make a claim under the Bank Guarantee or Bond.
- (b) If, for whatever reason, the Bank or issuer of the Bond fails to honour the Bank Guarantee or Bond, the Buyer remains liable to pay the Deposit in full to the Seller.

57.7 Default of Bank

If the provider of the Bank Guarantee or Bond is placed under external administration of any nature before the Date for Completion, the Buyer must, within 2 Business Days, secure the Deposit to the Seller by either:

- (a) providing a replacement Bank Guarantee or Bond by another bank reasonably acceptable to the Seller; or
- (b) payment of the unpaid instalments of the Deposit,

otherwise the Buyer is in default of this Contract and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies.

58 GUARANTEE

58.1 Guarantee - Corporation

Where the Buyer is a corporation:

- (a) all directors of that corporation must guarantee that corporation's performance of its obligations under this Contract; and
- (b) the Buyer must procure that each of the directors of the Buyer, on the Date of this Contract, properly execute the Guarantee attached to this Contract.

58.2 Guarantee - Trust

Where the Buyer is a trustee of a trust:

- (a) the trustee enters into this Contract both in its own right and as trustee of the trust; and
- (b) the Buyer must procure that the performance of the obligations of the Buyer under this Contract, including the obligation to pay the balance of the Price is guaranteed:
 - (i) where the trust is a bare trust or a unit trust, by all of the beneficiaries of the trust (other than any beneficiary which is a fund); and

- (ii) where the trust is a discretionary trust, or a beneficiary of the trust is a fund, and the trustee is a corporation, by all of the directors of the corporation.

58.3 Buyer Acknowledgement

The Buyer warrants that the appropriate guarantor(s) required by this Special Condition 58 have on the Date of this Contract, properly executed the Guarantee attached to this Contract.

58.4 Essential Term

The Buyers obligations under this Special Condition 58 are an essential term of this Contract.

59 CAVEAT

The Buyer acknowledges and agrees:

- (a) that the presence of a caveat on the title to the Land or the Unit may adversely affect the Seller's and the Developer's ability to obtain finance and complete the Development in accordance with the terms of this Contract; and consequently
- (b) they may not lodge a caveat for registration against the title to the Land or the title to the Unit prior to Completion.

60 UNITS

60.1 Unit Number

The unit number allocated to the Unit in this Contract and the Plans and Specifications may differ from the unit number allocated to the Unit in the Units Plan and the door number allocated to the Unit. If this is the case the Seller will disclose the unit number allocated to the Unit in the Units Plan and the door number allocated to the Unit to the Buyer once it is known to the Seller and the Buyer may make no objection, requisition or claim or delay Completion if the unit number or door number of the Unit is changed.

60.2 Car Space Area

- (a) The Unit sold will include a carparking space or spaces as part of a Unit Subsidiary, as shown in the Plans and Specifications.
- (b) The Buyer acknowledges that, having regard to the state of the construction of the Complex as at the Date of this Contract, the Seller may be required to vary the size or location of the carparking space or spaces shown in the Plans and Specifications provided those variations:
 - (i) are in the Seller's opinion reasonably necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
 - (ii) are required by any relevant authority; or
 - (iii) are required by the architect of the Building.
- (c) The Buyer may make no objection, requisition or claim or delay Completion due to any changes to the location or size of the carparking space or spaces.

60.3 Storage

- (a) The Unit will include a storage area as a unit subsidiary in the Building.
- (b) The Buyer acknowledges that, having regard to the state of the construction of the Complex as at the Date of this Contract, the Seller may be required to vary the size or

location of the storage area shown in the Plans and Specifications provided those variations:

- (i) are in the Seller's opinion reasonably necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
 - (ii) are required by any relevant authority; or
 - (iii) are required by the architect of the Building.
- (c) The Buyer may make no objection, requisition or claim or delay Completion in relation to the final location or size of the storage area of the Unit or if the location or size of any storage area is changed.

60.4 Colour Selection

- (a) Subject to Special Condition 60.4(c), the Buyer must provide the Seller with the colour selection sheet within 30 days of the Date of this Contract.
- (b) If the Buyer fails to provide the Colour Selection Form to the Seller in accordance with Special Condition 60.4(a), the Seller may make a selection on behalf of the Buyer, and the Buyer may make no claim, objection or refuse to complete the Contract on the basis of the selection made by the Seller.
- (c) Up to the Date of this Contract, the Seller may advise the Buyer that a colour selection is no longer available. If the Seller advises the Buyer that a colour selection is no longer available, the Seller may make a selection on behalf of the Buyer and the Buyer may make no claim, objection or refuse to complete on the basis of the selection made by the Seller

60.5 Plans and Furniture

The Seller discloses that:

- (a) any furniture, furnishings, or chattels or non fixed items shown on the layout plan are indicative and by way of illustration only and these items are not included in the Unit; and
- (b) any furniture, furnishings, chattels or non fixed items shown on the layout plan do not indicate the final position of power points, television connection points and the like and the final position of power points, television connection points and the like may vary on Completion.

61 OWNERS CORPORATION DISCLOSURE

61.1 Proposed Rules

The default Rules are attached to this Contract.

61.2 Contracts – disclosure and estimated contributions

The Seller discloses that the details of the contracts that they intend the Owners Corporation to enter are set out in the attachments to this Contract. These include contracts that will be required to attend to the services contemplated in the proposed budget and contribution schedule attached to this Contract being contracts for body corporate management, caretaking, maintenance and lift maintenance. The estimated contributions payable under the Building Management Statement are also included in these details.

61.3 Estimate of Buyer's Contribution

The estimate of the Buyer's contribution to the Owners Corporation's general funds, based on reasonable grounds, for 2 years after the Units Plan is registered, is the amount disclosed for the Unit in the estimated budget attached to this Contract.

61.4 Unit Title Certificate

The Seller must procure and give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before the Date for Completion. The Buyer must on completion pay the Seller the cost of obtaining the Unit Title Certificate.

61.5 Embedded Network

- (a) The Seller may, but is not obliged to, engage the services of a provider of Embedded Networks prior to Completion to:
- (i) install Embedded Network equipment on the Common Property; and
 - (ii) on-sell Services and Other Services through an Embedded Network for the Building and to the buyers and occupiers of Units.
- (b) If required by the service provider of an Embedded Network, an agreement may be entered into by the Owners Corporation of the Units Plan in relation to an Embedded Network that complies with any mandatory requirements of the *Unit Title (Management) Act 2011* (ACT) as part of the inaugural meeting of the Owners Corporation.

61.6 No Claim by Buyer

The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter identified in this Special Condition 61.

62 ICON WATER LEVY & NBN CHARGES

62.1 Icon Water Levy

- (a) In the event that Icon Water charges the Seller or the builder undertaking the Building Works with a levy or charge relating to water and/or sewerage for the Unit, the Buyer must, as an adjustment on Completion, pay to the Seller the amount of the levy or charge.
- (b) The Seller and Buyer agree that the amount payable to the Seller in accordance with Special Condition 62.1 will be no more than \$1,400.00.

62.2 NBN Charge

- (a) In the event that any charges relating to NBN connection to the Unit exceeds \$400.00, the Buyer must, as an adjustment on Completion, pay to the Seller the difference between the amount of the NBN charge and \$400.00.
- (b) The Seller and Buyer agree that the amount payable to the Seller in accordance with Special Condition 62.2 will be no more than \$400.00.

63 ARRANGEMENTS

63.1 Arrangements

As soon as practicable after the Date of this Contract the Seller will take all necessary steps to complete all the relevant Arrangements reasonably necessary to commence the Building Works.

63.2 Arrangements unobtainable

If all necessary Arrangements are not completed on terms satisfactory to the Seller by **31 December 2024** then the Seller and the Seller may by written notice to the Buyer:

- (a) extend the date for completion of all necessary Arrangements, provided the need to extend the date is due to matters or events beyond the control of the Seller or the Seller, in which case this Special Condition 63.2 will apply as if the date specified in this Special Condition 63.2 was the date notified to the Buyer; or
- (b) rescind this Contract in accordance with clause 21 of the Contract.

63.3 Building Works delayed

If the Seller is prevented, after completing all necessary Arrangements, from promptly proceeding with or completing the Building Works by any action, matter or thing outside the control of the Seller and that delay continues for a period in excess of 90 days the Seller may rescind this Contract by written notice to the Buyer provided the Seller has taken all reasonable steps to remove the cause of delay.

63.4 Seller's Entitlements Subject to Buyer's Statutory Rights

The Seller acknowledges that the Seller's rights and entitlements under Special Conditions 63.3 and 63.2(b) are subject, only to the extent that they are applicable by statute, to the provisions of section 19B of the *Civil Law (Sale of Residential Property) Act 2003 (ACT)*.

64 EASEMENTS

64.1 Grant of Easement for Services

The Seller may, to satisfy the requirements of any Arrangement or where in the Seller's opinion it is in the interests of the proper management of the Complex, procure the granting (whether by inclusion in the Lease, the Units Plan or registration on the title to the Land or part of it) prior to Completion, of easements that allow:

- (a) any Service to be located, situated, touch, pass through or pass over any part of Land or adjacent land with or without associated rights of access for maintenance, repair upgrade and renewal; and
- (b) access by foot or by vehicle over part of the Land to access other parts of the Land or any land adjacent to the Land with or without associated rights of access for maintenance, repair upgrade and renewal

64.2 Management of Easement

The Seller may if the Seller considers it appropriate for the proper management of the Complex or if required under any of the Arrangements, procure that any easement that is granted pursuant to Special Condition 64.1 contains provisions dealing with the maintenance, repair, service, upkeep and management of the easement area or the Services the subject of the easement and any associated costs.

64.3 Claim by Buyer

The Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of anything referred to in this Special Condition 64.

65 BUILDING WORK

65.1 Development

Subject to completing all other necessary Arrangements in accordance with Special Condition 62, the Seller will undertake:

- (a) the construction of the Building Works to complete the construction of the Unit; and
- (b) the installation of the Inclusions in the Unit and Building.

65.2 Building Works

Subject to Special Condition 65.3, the Building Works are to be undertaken in accordance with the Plans and Specifications and the Inclusions List and in a proper and workmanlike manner.

65.3 Variation

The Seller is permitted to make variations to:

- (a) the Plans and Specifications of the Unit (including, without limitation, variations to the configuration of the Unit to accommodate Services, riser ducts and structure, the location and size of columns) provided those variations:
 - (i) are in the Seller's opinion reasonably necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
 - (ii) are required by any relevant authority; or
 - (iii) are required by the architect of the Building; and
 - (iv) do not:
 - A. reduce the Apartment Area of the Unit by more than 5%; and
 - B. do not result in any room or Unit Subsidiary as shown on the Plans and Specifications being deleted from the completed Unit; and
- (b) the layout of the Unit (including any kitchen, bathroom and laundry) to accommodate Services, riser ducts and other structures arising out of final detailed design;
- (c) the Inclusions specified in the Inclusions List if these Inclusions are not available, provided that in the Building, the Common Property and in the Unit inclusions of the same or better quality as the Inclusions, are provided;
- (d) where the Seller believes that such variation is reasonably necessary to comply with statutory obligations, the Arrangements or is in the interest of proper management of the Building or Complex amending or varying the terms of the Building Management Statement including by:
 - (i) amending and replacing plans and annexures to the Building Management Statement;
 - (ii) adding and removing shared areas, facilities and Services;
 - (iii) varying the proportions payable by each Stratum; and
 - (iv) changing the method of allocation of costs.
- (e) the Building or the permitted use of the Building, provided that the variation does not alter the location of the Unit in the Building and permitted use for the Unit,

and the Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any variation referred to in this Special Condition 65.3.

65.4 Availability of Common Property

- (a) The Buyer acknowledges that at Completion of this Contract certain common areas may not be available or may have restricted or limited access until all building works within the Complex have been completed or whilst defects or omissions are attended to.
- (a) The Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of anything referred to in this Special Condition 65.4.

65.5 Composition of Complex

- (a) The Buyer acknowledges and agrees that:
 - (i) as at the date of this Contract all of the Arrangements have not been obtained;
 - (ii) due to the requirements and advice of relevant Authorities and the Seller's consultants the scheme of development for the Complex may change;
 - (iii) the Seller pursuant to the terms of this Contract, may make changes to the Building and Complex; and
 - (iv) the Seller, consequent on the above, make no warranty or representation as to whether the Complex when completed will:
 - A. have any specific number of commercial, retail or residential units;
 - B. be of any specific height or have any specified number of floors or basements; or
 - C. facilitate or provide the Unit with any specific views.
- (b) The Buyer acknowledges and agrees that:
 - (i) aspects and views (if any) that may be represented as being available from the Building or Unit in any sales or marketing material are representations of existing aspects and views from the Land;
 - (ii) changes to the Complex due to the requirements of relevant Authorities or Arrangements may affect aspects and views from parts of the Complex, including the Unit;
 - (iii) the Seller has no control over the development of any land that may affect any aspects or views that may otherwise be available from the Land or Unit; and
 - (iv) the Seller makes no warranty or representation as to whether any part of the Complex, Building or Unit when completed will benefit from any particular or specific aspect or views.
- (c) The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter identified in Special Condition 65.5.

65.6 Voting

If required by the Seller, or any other third party with the authority of the Seller, for the purposes of complying with applicable laws or Arrangements, the Buyer must after Completion:

- (a) vote in favour of any motion (and use all reasonable endeavours to ensure that a mortgagee's representative of the Unit votes in favour of any motion) for a resolution of the Owners Corporation, to implement or give effect to any of the matters set out in this Special Condition
- (b) vote against any motion (and use all reasonable endeavours to ensure that a mortgagee's representative of the Unit votes against any motion) for a resolution of the Owners Corporation, which, if passed, would delay or prevent the implementation or giving effect to any of the matters set out in Special Condition 65.6(c); and
- (c) subject to Special Condition 65.3, consent to any plan or dealing which:
 - (i) alters the Common Property;
 - (ii) creates additional Common Property;
 - (iii) creates additional units in the Units Plan;
 - (iv) adjusts the boundaries of a unit within the Units Plan within the Plans and Specifications;
 - (v) gives effect to the matters contained in this Contract; and/or
 - (vi) creates or purports to create any right, easement, profit a prendre, restriction on use or positive covenant to any third party or authority,

provided the consent to any plans or dealings as noted in Special Conditions 65.6(i) to 65.6(iv) inclusive do not reduce the Apartment Area of the Unit by more than 5% and do not result in any room or Unit Subsidiary being deleted from the completed Unit;

- (d) execute and deliver to the Seller as directed, a proxy to attend at and vote on behalf of the Buyer in relation to the matters specified in this Special Condition 65.6;
- (e) do all things reasonably necessary to procure the Owners Corporation to do all things in Special Conditions 65.6(a), 65.6(b) and 65.6(c) relating to a motion dealing with a matter specified in this Special Condition 65.6(c) submitted by the Seller to the Owners Corporation; and
- (f) do all things reasonably necessary to ensure that a transferee of the Unit from the Buyer enters into a contract with the Buyer to do the above,

provided a vote in favour of any motion or consents to any plans and dealings, as required pursuant to Special Condition 65.6, does not result in the Buyer's use and enjoyment of the Unit being adversely affected in a material way.

65.7 No merger

The rights and obligations contained in this Special Condition 65 do not merge on Completion.

65.8 Seller's Entitlements subject to Buyer's Statutory Rights

The Seller acknowledges that the Seller's rights and entitlements under this Special Condition 65 are subject, only to the extent that they are applicable by statute, to the provisions of Division 2.9.2 of the *Civil Law (Property) Act 2006 (ACT)*.

66 VARIATIONS, OPTIONAL EXTRAS OR ADDITIONAL WORKS

66.1 Variations, Optional Extras or Additional Works

The Seller discloses and the Buyer acknowledges the following:

- (a) if the Buyer requires any additional variations, optional extras or additional works, the Buyer must request in writing to the Seller;
- (b) the variations, optional extras or additional works, will be at an additional cost to the Buyer or as otherwise agreed between the Parties;
- (c) the Seller may:
 - (i) refuse the request by the Buyer for the variations, optional extras or additional works; or
 - (ii) not proceed with the variations, optional extras or additional works, if in the Seller's opinion, it will result in a delay in Building Works, or the registration of the Units Plan and the Buyer may make no objection, requisition or claim or delay Completion in relation to this Special Condition 66.1(c).

66.2 Additional Costs

- (a) The costs in Special Condition 66.1 shall be paid by the Buyer on or before Completion.
- (b) Payment of costs in accordance with this Special Condition 66.2 is an essential term of this Contract.

66.3 Rescission or Termination

If this Contract is rescinded or terminated on any ground, the cost of the variations, optional extras or additional works shall be paid by the Buyer to the Seller immediately.

67 EASEMENTS AND STRATUM LEASES

67.1 Stratums

The Seller discloses that:

- (a) it intends to subdivide the Lease into two stratums, being:
 - (i) a residential component, including a unit which is the subject of this Contract, car parking and associated common areas ('**Residential Stratum**'); and
 - (ii) a commercial component, consisting of commercial units, car parking and associated common areas ('**Commercial Stratum**');('Stratums'); and
- (b) if the Lease is subdivided into Stratums, the Lease may provide for shared access to basement level/s and ground levels and if required, Services that may not be separated, or if so, may require easements between the two Stratums.

67.2 One Units Plan

- (a) If the granting of the Stratum leases is not pursued or approved, the Seller may not subdivide the Lease into Stratums and may instead register one Units Plan over the Land ("One Units Plan").

- (b) In the event of there being One Units Plan, then the Seller also discloses that the unit entitlement for the Unit as disclosed in this Contract will be approximately the same apportionment under One Units Plan, and draft budget and levies would be estimated to be the aggregate total of the Residential Stratum draft budget and Commercial Stratum draft budget, as attached to this Contract.
- (c) The Seller discloses that the block numbers on the Contract Schedule and Transfer provided may differ from the block numbers in the registered Units Plan.

67.3 Easement Disclosure

It is disclosed that the Arrangements may include approval conditions relating to stratum leases affecting the Building or the Complex, and if so, it is disclosed that:

- (a) services, easements and common or shared facilities may be shared as between the different Stratums within the Complex; and
- (b) the manner in which the cost related to maintenance, repair, service, upkeep and management of those services, easements or shared or common facilities which are to be shared will be outlined in an easement deed, if so required or the Building Management Statement.

67.4 Shared Services and Arrangements

- (a) It is disclosed that in a Stratum arrangement, the owners of the units within one Stratum may be required to contribute a reasonable proportion of the costs of use, cleaning and maintenance of areas, facilities and Services located within or forming part of the other Stratum. These costs of cleaning and maintenance have been provided for in the draft budget and levies that are attached to this Contract.

67.5 Building Management Statement

- (a) The Seller may, if required by the relevant authorities, register a Building Management Statement in respect of shared facilities, in substantially the same form as provided for in this Contract.
- (b) The Buyer:
 - (i) acknowledges that the precise location, nature and extent of the shared areas, facilities and Services may not be fully ascertainable until all Arrangements have been obtained and the construction of the Complex is nearing completion; and
 - (ii) agrees that the Building Management Statement may be amended by the Seller, including but not limited to, adding and removing shared facilities, where the Seller believes that such variation is reasonably necessary to:
 - A. comply with Arrangements;
 - B. the requirements of any Arrangements or authority; or
 - C. is otherwise in the interest of the proper management of the Building or Complex.

67.6 No Claim by Buyer

The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this Special Condition 67.

68 UNITS PLAN

68.1 Units Plan

Subject to Special Condition 67, the Seller agrees to prepare and lodge:

- (a) the required documents to effect the creation of the Stratum; and
- (b) the Unit Title Application for approval and registration of a Units Plan dividing the Building or Land into units, together with the Common Property.

68.2 Unit entitlements

The unit entitlement of the Unit and all other units in the Units Plan will be in accordance with the allocation approved by the relevant authority.

68.3 Extension

- (a) The Seller will endeavour to register the Units Plan by the Date for Registration of Units Plan.
- (b) Notwithstanding the Date for Registration of Units Plan, the Date for Registration of Units Plan may be extended by the Seller giving written notice to the Buyer if events occur beyond the Seller's reasonable control preventing registration of the Units Plan by the Date for Registration of Units Plan.
- (c) Any one or more notices issued in accordance with Special Condition 68.3(b), may not in total extend the Date for Registration of Units Plan by more than 24 months.
- (d) If the Units Plan is not registered by the Date for Registration of Units Plan, as extended by Special Condition 68.3(b):
 - (i) the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within 14 days of the service of the notice the Buyer may at any time after the expiry of the notice rescind this Contract and in such event clause 21 will apply; and
 - (ii) subject to Special Condition 68.5, the Seller may at any time after the Date for Registration of Units Plan, as may be extended, serve notice on the Buyer rescinding this Contract and in such event clause 21 will apply.

68.4 No claim

The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter identified in this Special Condition 68.

68.5 Seller's Entitlements subject to Buyer's Statutory Rights

The Seller acknowledges that the Seller's rights and entitlements under Special Condition 68.3(d)(ii) are subject, only to the extent that they are applicable by statute, to the provisions of section 19B of the *Civil Law (Sale of Residential Property) Act 2003 (ACT)*.

69 COMPLETION

69.1 Conditions Precedent to Completion

Conditions Precedent to Completion means each of the following events:

- (a) registration of the Units Plan;
- (b) the issue of the Unit Title in respect of the Unit; and

- (c) the issue of all necessary approvals for occupation and use of the Unit as a residential unit.

69.2 Date for Completion

Completion of this Contract is to occur within 21 days from the date the Buyer is provided with a copy of:

- (i) the registered Units Plan; and
- (ii) if there are any alternate rules applicable to the Units Plan, those alternate rules.

69.3 Location and time

Completion is to take place at the place in Canberra and at the time during normal business hours nominated by the Seller.

69.4 Conditional Compliance Certificate

- (a) Notwithstanding clause 14, the Buyer acknowledges that the Compliance Certificate may be granted conditionally, for reasons including but not limited to further landscaping or other works ('Conditional Compliance').
- (b) The Seller agrees to comply with the conditions in the Conditional Compliance.
- (c) The Buyer agrees that so long as the Buyer's occupation and use of the Unit as a residential unit is not materially restricted by the Conditional Compliance, the Buyer may make no objection, requisition or claim or delay Completion due to the Conditional Compliance.
- (d) This Special Condition 69.4 does not merge on Completion.

69.5 Defects

The Buyer may:

- (a) prior to the notification of the satisfaction of all Conditions Precedent to Completion, if invited by the Seller; or
- (b) within 5 Business Days of notification of satisfaction of all Conditions Precedent for Completion,

inspect the Unit once only and provide the Seller with a list of defects in relation to the Unit and in this respect time is of the essence.

69.6 Rectification before completion

The Seller will use its best endeavours to rectify any reasonable defect notified to the Seller in accordance with Special Condition 69.5 prior to the Date for Completion. If the Buyer submitted a defects list in accordance with Special Condition 69.5, the Buyer must reinspect the Unit once more prior to the Date for Completion.

69.7 Rectification after completion

If the Seller has been unable to complete any rectification work notified in accordance with Special Condition 69.5 prior to the Date for Completion, the Buyer may not delay Completion and any unrectified defects will be completed in accordance with Special Condition 70.

69.8 No derogation of rights

The submission of a defects list in accordance with Special Condition 69.5 or the failure to submit a list of defects in accordance with Special Condition 69.5 in no way derogates from the Buyer's rights under Special Condition 70.

70 DEFECTS

- (a) Subject to the remainder of this Special Condition 70, the Seller will cause all defects in the Unit, as are notified in writing to it by the Buyer within the Defects Liability Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.
- (b) The Seller is not required to rectify:
 - (i) minor defects or irregularities in natural materials used in the construction of the Unit;
 - (ii) natural shrinkage or defects caused by natural shrinkage in materials used to construct or fitout the Unit; or
 - (iii) chips, cracks, marks or stains in finishes, Inclusions and appliances in the Unit, unless they have been notified by the Buyer prior to Completion.
- (c) The Seller will make good defects notified during the Defects Liability Period:
 - (i) if to or concerning:
 - A. electricity or gas supplies or distribution;
 - B. sewerage or drainage; or
 - C. any portion of the Unit the fault or defect in which could materially restrict or interfere with the proper use and enjoyment of the Unit by the Buyer,as soon as practicable after receiving the notice; and
 - (ii) in the case of any other defects or faults, within 90 days from the date of receiving the notice.
- (d) The Seller will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.
- (e) Other than for matters directly covered by Special Condition 70(c)(i) the Buyer may submit only one list of defects during the Defects Liability Period.
- (f) The Buyer must make the Unit available, at the time or times notified by the Seller, or the Seller's tradesmen, to permit the defect rectification work to be completed in a prompt and timely manner.
- (g) It is agreed to between the parties that:
 - (i) the Seller will notify the Buyer in writing once the Seller has rectified the defects identified by the Buyer during the Defects Liability Period; and
 - (ii) the Buyer will within 14 days of receiving notification from the Seller that the defects have been rectified, provide written confirmation to the Seller that the defects have been rectified.

- (h) Should the Buyer not provide written confirmation to the Seller within the time specified in Special Condition 70(g)(ii), it is agreed that it will be deemed acceptance by the Buyer that all defects have been rectified.

71 NOTICE TO COMPLETE

71.1 Notice to Complete by Seller

Each time a Notice to Complete is served by the Seller in accordance with clause 18:

- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
- (b) it may be withdrawn unilaterally by the Seller,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer.

72 ASSISTANCE

72.1 Buyer Assistance

The Buyer agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable assistance to the seller to assist in the timely completion of the Building Works, registration of the Units Plan and Completion of this Contract.

72.2 Dealings Pending Registration

- (a) The Buyer acknowledges and agrees that the Seller or Developer may refinance facilities prior to Completion.
- (b) Where dealings have been lodged on title to the Unit with ACT Land Titles Office and are pending registration and:
 - (i) the Seller has provided the Buyer copies of the documents lodged; and
 - (ii) the Buyer is not materially prejudiced by the unregistered dealing,the Buyer is not entitled to delay Completion due to any unregistered dealings on title to the Unit.

73 ADJUSTMENTS

73.1 Land Charges

The Seller is entitled to the Income up to and including Completion after which the Buyer will be entitled to the Income. The Seller is liable for all Land Charges (including the Owners Corporation contributions) up to the date of registration of the Units Plan after which the Buyer will be liable for the Land Charges. The parties must pay any adjustment of the Income and Land Charges calculated pursuant to this Special Condition 73.1 on Completion.

73.2 Estimates

If separate assessments of rates, taxes (including land tax), and outgoings (including Owners Corporation contributions), in respect of the Unit are not issued on Completion, all necessary adjustments between the parties will be based upon the reasonable opinion of the Seller based upon likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.

73.3 No delay

The Buyer is not entitled to delay Completion due to separate assessments of rates, taxes and outgoing not having been made at Completion.

74 PRICE INCLUSIVE OF GST

74.1 Price inclusive

The Price payable in accordance with this Contract is inclusive of GST.

74.2 Notice Pursuant to Section 14-255 of the *Taxation Administration Act 1953* (Cth)

The Seller hereby provides the Buyer with written notice of the following:

- (a) The Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) ('Tax Act') in relation to the supply of the Unit under this Contract.
- (b) The details for the supplier are as follows:
 - (i) **Supplier:** TP GIRALANG PTY LTD ABN 13 660 381 948
 - (ii) **Address:** Level 3, 56/11 Thynne Street Bruce ACT 2617
 - (iii) **Phone:** (02) 6154 8900
- (c) the amount that the Buyer is required to pay to the Commissioner of Taxation ('Commissioner') under section 14-250 of the Tax Act in relation to the supply is:
 - (i) 1/11th of the Price; or
 - (ii) such other percentage of the Price that is in accordance with a determination given by the Minister under paragraph 14-250(8) of the Tax Act and as notified by the Seller to the Buyer prior to Completion, ('GST Portion of the Price').
- (d) The Buyer must pay the GST Portion of the Price on Completion.

74.3 Payment of GST Portion of the Price

- (a) Unless the provisions of Special Condition 74.3(b) apply, the Buyer must pay the GST Portion of the Price to the Commissioner in the manner required by the Commissioner as published in guidance issued by the Australian Taxation Office (if any) at the time of Completion.
- (b) If requested by the Seller, the Buyer must on Completion provide to the Seller an unendorsed bank cheque in favour of the Commissioner for the GST Portion of the Price and the Seller agrees that it will irrevocably instruct and authorises its Solicitor deliver the bank cheque provided by the Buyer to the Commissioner promptly after Completion.
- (c) The Seller acknowledges that the bank cheque provided by the Buyer in accordance with Special Condition 74.3(b) is for the payment of the GST Portion of the Price payable to the Commissioner only.
- (d) The Buyer and the Seller acknowledge that where the Buyer complies with Special Condition 74.3(b) the Seller will have complied with subsection (3) of section 16-30 in Schedule 1 of the Tax Act.

- (e) Where the Seller has made a request pursuant to Special Condition 74.3(b) and the Buyer has not complied with clause 53.6, the Buyer is in default of its obligations under this Contract and the Seller may, but is not obligated to, elect to postpone Completion until the Buyer has complied with its obligations under clause 53.6. Where the Buyer has delayed Completion pursuant to this Special Condition, the provisions of clause 22.1.2 will apply.

74.4 General

- (a) The parties' obligations under this Special Condition 74 are essential terms of this Contract.
- (b) This Special Condition 74 does not merge on Completion.

74.5 Value

The value of the Unit or the Inclusions will be the value for taxation purposes in the books of the Seller at Completion.

75 REPRESENTATIONS

75.1 Representations

The Buyer sets out in the following paragraph all representations and warranties that have been provided to it by the Seller, the Developer or the Agent in connection with the Unit, that are not otherwise set out in this Contract:

75.2 Entire agreement

The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

75.3 No reliance

Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this Contract.

76 NO SCHEME OF DEVELOPMENT

Despite any other provision of this Contract, nothing in this Contract entitles the Buyer to make any claim against any owner (other than the Seller) of any other unit within the Complex arising from the terms of this Contract.

77 INSOLVENCY AND CAPACITY OF THE BUYER

77.1 Notice

If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller in writing.

77.2 Termination

If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to Special Condition 77.1 or by some other means), the Seller may terminate this Contract and clause 19 applies.

77.3 Death or Mental Illness of Buyer

Without in any manner negating, limiting or restricting the rights or remedies which would have been available to either party at law or in equity had this Special Condition 77.3 not have been included in the Contract, the parties hereby agree that should the Buyer (or any of them if there is more than one) prior to completion die or become mentally ill (as defined in the Mental Health Act 2015 as amended) then the Seller may rescind this Contract by notice served on the Buyer and clause 21 applies.

78 PRESERVATION

78.1 Rights of the Seller

- (a) Nothing in this Contract is to be interpreted as restricting or preventing the from assigning their rights and obligations under this Contract. The Seller ('Assignor') may assign their rights and obligations under this Contract to any person ('Assignee') without the Buyer's consent.
- (b) The Seller will, as soon as practicable after any assignment of their rights and obligations under this Contract, provide the Buyer with a notice of the assignment identifying the Assignee together with all necessary contact details for the Assignee ('Notice of Assignment'). On the issue of such Notice of Assignment to the Buyer or the Buyer's solicitor the Seller, or if only one is assigning the entity identified in the Notice of Assignment as the Assignor, is released from all of its obligations under this Contract.
- (c) As soon as practical following the assignment, the Assignee will issue the Buyer with a Deed Poll pursuant to which the Assignee will covenant with the Buyer to comply with the Assignor's obligations and liabilities under and pursuant to this Contract.
- (d) On Completion, the Buyer must accept the transfer of the Unit from the registered proprietor of the Unit.
- (e) The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter identified in this Special Condition 78.1.

78.2 Buyer May Not Assign Rights

The Buyer agrees:

- (a) the Buyer may not assign any of its rights or obligations under this Contract without the Seller's written consent, which will not be unreasonably withheld where the provisions of Special Condition 83.2 are complied with; and
- (b) the Buyer agrees and acknowledges that this Special Condition 78.2 is an essential term of the Contract.

79 NOTICES

79.1 Delivery

If a notice is served in accordance with clause 26.2.1, the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day.

79.2 Post

If a notice is served in accordance with clause 26.2.2, the notice is taken to have been received on the day 2 Business Days after the day it was posted.

79.3 E-mail

- (a) In addition to the means stipulated in clause 26.2.5, where the Buyer is self-represented, the Seller may serve a notice by electronic mail ('e-mail') to the Buyer's e-mail address as notified by the Buyer from time to time.
- (b) A notice is taken to have been received on the date shown in the delivery receipt produced by the electronic mail system used to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

80 FOREIGN PERSON

- (a) The Buyer warrants that, unless they have notified the Seller in writing prior to the date of this Contract that they are a Foreign Person, they are not a Foreign Person.
- (b) The Buyer's warranty under this Special Condition 80 is:
 - (i) for the benefit of the Seller; and
 - (ii) an essential term of this Contract.

81 FATA APPROVAL

81.1 Application to Foreign Persons

This Special Condition 81 applies if the Buyer is a Foreign Person. Obligations of Foreign Persons

- (a) The Buyer shall notify the Seller on or before the Date of this Contract:
 - (i) the Buyer's full name and residency status;
 - (ii) the Buyer's address;
 - (iii) if the Buyer is a Corporation, the name place and ordinary residence of the shareholders of the Buyer;
 - (iv) if the Buyer intends to purchase on behalf of a trust, the name place and ordinary residence of the beneficiaries of the trust;
 - (v) that the Buyer is a Foreign Person;
 - (vi) any other information requested by the Seller prior to formation of the Contract; and
 - (vii) that an application has been made for Treasurer Approval.
- (b) The Buyer undertakes to do all things necessary to obtain Treasurer Approval for the acquisition of the Unit by the Buyer including payment of any applicable application fee.

- (c) The Seller may at any time by notice served on the Buyer require the Buyer to provide evidence of the steps it has taken to obtain the approval in Special Condition 81.1(b) and the Buyer shall provide such evidence within 14 days of the service of the notice.
- (d) Failure by the Buyer to comply with Special Conditions 81.1(b) and 81.1(c) shall be a breach of an essential term of the Contract and the provisions of clauses 18 and 19 shall apply.
- (e) The Buyer must notify the Seller in writing of the occurrence of an event in Special Condition 81.2(b) within 7 days of the occurrence.

81.2 FATA approval

- (a) Clause 23 of this Contract is deleted.
- (b) FATA Approval means:
 - (i) Treasurer's Approval without imposing conditions that the Buyer, acting reasonably, considers to be unacceptable; or
 - (ii) The expiration of the relevant period under the FATA without an order prohibiting the acquisition of the property having been made.

81.3 Rescission

If FATA approval has not occurred within 180 days of the Date of this Contract;

- (a) the Seller may rescind this Contract in accordance with clause 21;
- (b) the Buyer may, subject to compliance with the obligations in Special Condition 81, rescind the Contract in accordance with clause 21.

81.4 Buyer's Warranty

The Buyer warrants that it has provided the information in Special Condition 81.1(a) and that the information is true and correct.

81.5 Indemnity

The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller arising directly or indirectly from a breach by the Buyer of its obligations under Special Condition 81.

82 REPLACEMENT OF DOCUMENTS

82.1 Replacement of documents

At any time before Completion, in the event of a variation pursuant to Special Condition 65.3(a), 65.3(b), 65.3(d) or 65.3(e), the Seller may, but is not obliged, to serve a notice to replace a document that is attached to this Contract.

82.2 Notice of replacement of document

From and including the day a notice under Special Condition 82.1 is served, the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.

82.3 Buyer agrees with replaced document

Subject to Special Condition 82.4, the Buyer may not make a claim or requisition, delay Completion, rescind or terminate because the Seller has served a notice under Special Condition 82.2 and the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.

82.4 Seller's Entitlements Subject to Buyer's Statutory Rights

The Seller acknowledges that the Seller's rights and entitlements under this Special Condition 82 are subject, only to the extent that they are applicable by statute, to the provisions of Division 2.9.2 of the *Civil Law (Property) Act 2006 (ACT)*.

83 AGENTS AND RESALE

83.1 Agent Warranty

- (a) The Buyer warrants that it was not introduced to the Seller or the Property by any agent other than the Seller's Agent or that anyone else has been the real and effective cause of the Buyer entering into this Contract.
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller's agent for a real estate agent's commission in respect of the sale of the Property.

83.2 Resale or Onsale

- (a) The Buyer acknowledges that:
 - (i) during the period between the Date of this Contract and Completion the Seller may have unsold units within the Complex ('**Unsold Units**'); and
 - (ii) it is reasonable for the Seller to seek to protect its interest in the Unsold Units.
- (b) Subject to Special Condition 83.2(c), the Buyer agrees that prior to Completion it will not, without the written consent of the Seller; sell, market for sale, or seek offers to purchase from any third party:
 - (i) the Unit, or
 - (ii) the Buyer's interest in this Contract.
- (c) The Seller will not unreasonably withhold consent to the sale, marketing or seeking offers to purchase where the Unit or interest in this Contract is being marketed or offered for sale at a price that is not less than the Price.
- (d) The Buyer must ensure that the subsequent Buyer is aware of the provisions of this Contract, and in particular Special Conditions 0 and 83.
- (e) The parties agree and acknowledge that this Special Condition 83.2 is an essential term of the Contract.

84 SEVERENCE

If any provision of this Contract is illegal, void or unenforceable, that provision is to be treated as removed from this Contract but the rest of the Contract is not affected.

85 **PRIVACY ACT**

- (a) The Buyer hereby consents to the collection of Personal Information and the use and disclosure by the Seller of personal information:
- (i) for the purposes of enabling the Seller to comply with their obligations under, associated with or arising in connection with this Contract, including any obligations to any third parties, such as the financiers financing the development;
 - (ii) to its consultants for the purpose of carrying out marketing activities and market research relating to the business of the Seller; and
 - (iii) for the purposes of enabling the Seller to enforce their rights under this Contract; and
 - (iv) to third party service providers engaged by the Seller or the Developer the purpose of:
 - A. enabling the Seller to comply with and fulfil their obligations under or arising under or in connection with this Contract; and
 - B. procuring the provision to the Buyer of products and services contemplated by this contract;
- (b) The Buyer acknowledges that:
- (i) the personal information is held by the Seller subject to the requirements of the *Privacy Act 1988* (Cth) and accordingly the Buyer may request access to Personal information at any time; and
 - (ii) the Buyer may request that Personal Information be corrected and may do so by contacting the Seller Solicitor with the corrected information.

86. The parties acknowledge that this is an on-sale by the Seller and is subject to the Seller completing the Contract of Sale for its purchase of the Unit simultaneously with the sale and that the sale is subject to an On-sale agreement between the Seller and its Developer. The parties further agree that accordingly, on completion the Seller will provide a transfer in registrable form between itself and their Seller and allowance will be made for the registration of the second Transfer by way of adjustment at completion. The Buyer shall not claim compensation, raise requisitions or defeat or delay completion in relation to anything contained in these special conditions.

87. The parties agree that the special conditions from the Seller's purchase contract for this property are annexed to the contract and numbered 54 to 85 save for special condition 56, plans and inclusion form part of this contract. The buyer shall not claim compensation, raise requisitions or defeat or delay completion in relation to anything contained in these special conditions.

88. The parties agree that the Buyer shall have the right to do the pre-settlement inspection in lieu of the Seller, and furthermore the parties agree that the Buyer has no direct contractual rights to any benefits under the maintenance agreement between the Seller and the Builder however the Seller agrees to pass to the Builder, within 90 days from the completion, a list of any defects or faults in the construction of the Property which may be claimed under special condition 70. The Buyer must within 80 days from completion submit a single notice in writing to the Seller setting out such details or faults ("the Maintenance List") who will submit the same to the Builder. The Buyer acknowledges the Builders obligations to rectify any defects to not extend to any items which are covered by a manufacturer's warranty or guarantee the benefit of which has been assigned to the Buyer. The Seller agrees to do all things reasonably necessary to ensure that the Builder complies with its obligations under special condition 19. This special condition does not merge on completion.

89. These conditions shall take precedence over any provisions of the standard form of Contract with which they are inconsistent and shall not merge on completion. These conditions are essential terms of the Contract.

90. The Buyer warrants that it was not introduced to the Property or Seller by any agent other than the Selling agent and agrees to indemnify the Seller from and against any claim whatsoever for commission by any agent in breach of the warranty given and it is agreed and acknowledged that this special condition, warranty and indemnity does not merge on completion.

91. The Seller agrees to pay and indemnify the Buyer with respect to any stamp duty payable under the Sellers' purchase Contract for the Property.



Product	Title Details
Date/Time	03/11/2023 03:21PM
Customer Reference	223087
Order ID	20231103001704
Cost	\$33.00

Volume 2137 Folio 37 Edition 8

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Giralang Section 79 Block 6 on Deposited Plan 11206

Lease commenced on 12/03/2014, granted on 12/03/2014, terminating on 16/09/2094

Area is 5196 square metres or thereabouts

Proprietor

TP GIRALANG PTY LTD

PO BOX 7252, KALEEN ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is Volume 2137 Folio 37

Restrictions

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease.

S.298 Planning and Development Act 2007: Current

Restrictive Covenant: Created By T 3213002

Easements

Subject To Easement Created By 3279400

Registered Date	Dealing Number	Description
27/07/2023	3257441	Mortgage to Australia and New Zealand Banking Group Limited (ACN: 005 357 522)
03/11/2023	3279400	Easement - in Gross for Electricity

End of interests

ADMINISTRATIVE INTERESTS

Administrative interests information is **not** guaranteed by the Registrar-General, and the Registrar-General nor an authorised entity incurs liability for any omission, misstatement or inaccuracy in the information.

ACT Planning and Land Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDCustomerservices@act.gov.au or 6207 1923. The ACT planning authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201016972	Development	01/03/2010	MERIT TRACK -	APPROVAL	05/10/2010



Product Title Details
Date/Time 03/11/2023 03:21PM
Customer Reference 223087
Order ID 20231103001704
Cost \$33.00

Application MAJOR NOTIFICATION CONDITIONAL

Description

Non-Residential - Lease Variation - Consolidation - Demolition - New Commercial Centre. Demolition of existing structures and provision of a new supermarket, retail /commercial outlets, undercroft, basement and at-grade carparking, storage, loading dock and landscaping. Consolidate Blocks 4 and 5 Section 79 Giralang: Vary Crown lease purpose clause to read as follows: To use the premises only for the purpose of the following: i)shop; ii)restaurant/café; iii)business agency; iv) health facility; v)personal services; vi)storage/loading dock; and vii)car park PROVIDED ALWAYS THAT the maximum gross floor area of uses i)-v) do not exceed 2,115 square metres of GFA and the maximum gross floor area of the building does not exceed 5,970 square metres.

ACT Planning and Land Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The ACT planning authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201119903	Development Application	27/04/2011	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/08/2011

Description

COMMERCIAL - LEASE VARIATION - CONSOLIDATION - DEMOLITION - NEW COMMERCIAL CENTRE - SIGNAGE. Proposed demolition of existing structures and construction of new supermarket, retail outlets, undercroft and basement car parking, basement storage, loading dock and landscaping; Includes illuminated wall mounted identification and brand signage; Consolidation of Block 4 and Block 5 Section 79 Giralang; Please refer to application regarding variation of the consolidated crown lease.

ACT Planning and Land Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The ACT planning authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201833501	Development Application	07/03/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	24/07/2018

Description

PROPOSAL FOR A MULTI STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT INCLUDING LEASE VARIATION- Construction of a mixed use development comprising: two basement levels; ground floor level commercial use consisting of a 1000m² supermarket and other commercial tenancies; four levels residential use containing 50 residential units; and landscaping and associated works. This proposal also entails civil works including new driveway entry points off Canopus Crescent; new off-site / on-street car parking to Menkar Close; and a reconfigured carpark and new drop-off arrangement to existing Giralang Primary School car park. LEASE VARIATION See application form.



Access Canberra



TGE\$3279400 01/11/2023 10:19:21 Bui H

Chief Minister,

3279400

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
MV Law	John.morrissey@mvlaw.com.au	2203087	02 6279 4444

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR				
Volume & Folio	District/Division	Section	Block	Unit
2137:37	Giralang	79	6	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	District/Division	Section	Block	Unit
2137:37	Giralang	79	6	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVIENT TENEMENT (Surname Last) (ACN required for all Companies)

TP GIRALANG PTY LTD ACN 660 381 948 of Level 3, 56/11 Thynne Street Bruce ACT 2617

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Icon Distribution Investments Ltd ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663 of 40 Bunda Street, Canberra City ACT 2601

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement in Gross for Electricity

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Refer to attached Easement in Gross Deed (Recital Document) together with the plan attached as Annexure 'A' of that Deed

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Please complete and attach – Form 042 – C – Consent (One form required for each party required to consent)

RECITAL DOCUMENT

Please complete and attach the recital document

DATE

GRANTOR / SERVIENT TENEMENT

31 October 2023

CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

*The Certifier has taken reasonable steps to verify the identity of the Grantor / Servient Tenement or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

John Morrissey
Solicitor



for: MV LAW

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

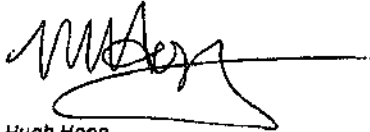
*The Certifier has taken reasonable steps to verify the identity of the Grantee / Dominant Tenement or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



Michael Ivan Hugh Hope
Grantee's employed legal counsel, a legal practitioner

for: Icon Distribution Investments Ltd ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 03/11/2023
Data entered by		Attachments/Annexures	Easement ; Consent

Legend

EASEMENT IN GROSS

Date:

31 October 2023

Parties:

Icon Distribution Investments Ltd ABN 83 073 025 224 and
Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, trading as
Evoenergy ABN 76 670 568 688, of 40 Bunda Street, Canberra
City ACT 2601

(“Evoenergy”)

and

TP Giralang Pty Ltd ACN 660 381 948 of Level 3, 56/11 Thynne
Street Bruce ACT 2617

(“Grantor”)

Recitals:

- A. The Grantor is the registered proprietor of the Land.
- B. Evoenergy’s Equipment runs through the Land.
- C. The Grantor agrees to grant and Evoenergy accepts an easement on the terms contained in this deed.

Operative provisions:

1. INTERPRETATION

1.1 Definitions

“Act” means the Utilities Act 2000 (ACT).

“Claim” means any action, suit, proceeding or demand of any kind (including by or against Evoenergy).

“Deed” means this deed;

“Easement Area” means the respective areas shown as “Proposed Electricity Supply Service Easement” on the survey plan dated 22/08/2023 a copy of which is attached to this Deed and marked Annexure A – Easement Survey Plan.

“Electricity Network” has the same meaning as in the Act.

“Evoenergy’s Rights” means the rights set out in clause 3.

“Equipment” means all equipment of whatever kind owned or used by Evoenergy in the provision of Utility Services, and includes Infrastructure.

“Infrastructure” has the same meaning as in section 7 of the Act.

“Grantor’s Rights” means the rights and obligations at clause 4.

“Land” means Block 6 Section 79 Giralang, being the land held under Certificate of Title Volume 2137 Folio 37.

“Law” means any law, legislation, statute, act, regulation, ordinance, rule, order, by-law or code.

“Liability” means any damage, Claim, loss, liability, cost (on an indemnity basis) and expense of any kind.

“Technical Regulation Act” means the *Utilities (Technical Regulation) Act 2014* (ACT).

“Utility Service” has the same meaning as in the Act.

2.1 Interpretation

Unless otherwise stated:

- a. “Evoenergy” includes Evoenergy’s administrators, successors, transferees, permitted assigns, licensees, employees, officers, agents, contractors and subcontractors and any other person authorised by Evoenergy;
- b. “Grantor” includes the Grantor’s administrators, successors, transferees, permitted assigns, licensees, employees, agents, contractors and subcontractors, invitees and any other person to which the rights or interests under this Easement are transferred or passed by operation of law, from time to time;
- c. unless the contrary intention appears, the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- d. an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- e. reference to:
 - i. one gender includes all genders;
 - ii. the singular includes the plural and the plural includes the singular;
 - iii. two parties means those parties jointly and severally;
 - iv. “agent” includes financial advisors, solicitors and other advisors;
 - v. a Law includes any instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;

- vi. a clause, schedule, attachment or annexure is to a clause, schedule, attachment or annexure of this Deed;
- vii. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- viii. headings are for convenience only and do not form part of this Deed of affect its interpretation;
- ix. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;
- x. the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

2. GRANT OF EASEMENT

- 2.1 The Grantor grants to Evoenergy an easement over the Easement Area ("**Easement**") on the terms contained in this Deed.
- 2.2 The Easement runs with and burdens the Land.
- 2.3 For the purposes of this clause 2 only, "Evoenergy" means Evoenergy, and its administrators, successors, transferees and permitted assigns.

3. RIGHTS AND OBLIGATIONS OF EVOENERGY

- 3.1 Evoenergy may at any time and without restriction for purposes connected with the provision or maintenance of a Utility Service:
 - a. enter and traverse the Land to access the Easement Area and to access, inspect, maintain, repair, renew, add to, alter, remove, replace or use the Equipment;
 - b. cause or permit electricity to be transmitted through Equipment;
 - c. make surveys, take samples and examine soil on the Land;
 - d. enter the Land to construct, install, erect, lay or place Equipment in, on or under the surface of the Land within the Easement Area, or demolish, destroy or remove any part of the Equipment;
 - e. fell or lop trees, or clear, cut or remove anything, or direct the Grantors to remove anything, which interferes with or may interfere with the exercise of Evoenergy's Rights or the Equipment including, without limitation, trees, plants, roots, branches, improvements, structures, fixtures, and soil fill or any other items whether temporary or permanent in nature;
 - f. interrupt the provision of Utility Services to the Land;
 - g. make cuttings or excavations in the Easement Area;
 - h. erect fences and other structures within the Easement Area when required by Law or when exercising Evoenergy's Rights.

- i. put a gate or passageway in a fence or wall that prevents or hinder the work of Evoenergy, or remove such a gate or passageway;
- j. temporarily divert or stop traffic on a public road thereby affecting access to the Land;
- k. remove and dispose of soil, vegetation and other material accumulated during the exercise of the Evoenergy Rights;
- l. use those parts of the Land adjacent to the Easement Area which are reasonably required by Evoenergy in connection with the exercise of the Evoenergy Rights;
- m. in urgent circumstances, Evoenergy may perform any of the Evoenergy Rights without prior notice to the Grantor;
- n. install within the Easement Area any other equipment or infrastructure necessary to ensure the operation of the Electricity Network and comply with Law and industry standards;
- o. enter upon the Land and bring its equipment and vehicles onto the Land for the purpose of exercising its rights under this Deed;
- p. carry out any powers given to them under the Act or any other Law where exercising those powers is necessary or desirable for a purpose connected with the provision of Utility Services.

4. THE GRANTOR'S RIGHTS AND OBLIGATIONS

- 4.1 The Grantor must maintain the Easement Area in a way which ensures that Evoenergy has unobstructed and unimpeded access to the Easement Area and the Equipment.
- 4.2 The Grantor must not:
 - a. interfere with the Evoenergy Rights; or
 - b. cause interference (as defined in the Technical Regulation Act) with or to the Equipment within the Easement Area
- 4.3 The Grantor must not do anything which may.
 - a. remove, damage, destroy or interfere with the Equipment; or
 - b. obstruct, prevent, or interfere with Evoenergy's provision of a Utility Service.
- 4.4 The Grantor must not place any structure within the Easement Area, nor plant trees or shrubs which have a potential to damage the Equipment or obscure access to the Easement Area or Equipment, without Evoenergy's prior consent.

5. OWNERSHIP OF EVOENERGY EQUIPMENT

- 5.1 All Equipment will remain the property of Evoenergy whether annexed or affixed to the Land or not.

6. INDEMNITY

- 6.1 The Grantor indemnifies and must keep Evoenergy indemnified from and against any Liability arising from or in connection with:
- a. a breach by the Grantor of its obligations under this Deed, or any default, act, omission or negligence of the Grantor; or
 - b. illness, personal injury or death caused or contributed to by a default, act, omission or negligence of the Grantor.
- 6.2 It is not necessary for Evoenergy to incur expense or make payment before enforcing a right of indemnity under this Deed.

7 OTHER MATTERS

- 7.1 The Grantor represents and warrants it has full power and capacity to enter into this Deed.
- 7.2 The Grantor must do all things reasonably required by Evoenergy to:
- a. register this Deed; and
 - b. ensure Evoenergy is given all rights and powers intended to be conferred by this Deed.
- 7.3 The Grantor is responsible for all legal and other professional costs (including those of Evoenergy) associated with the preparation and negotiation of this Deed and the registration of the Easement under it, including but not limited to:
- a. registration fees;
 - b. consent fees; and
 - c. costs associated with obtaining any plan required to be lodged to register this Deed.

8. SURVIVAL OF DEED

- 8.1 This Deed shall survive any change in ownership of the Land and shall bind every subsequent owner as if that owner had executed this Deed in its own right.

9. STATUTORY RIGHTS

- 9.1 Nothing in this Deed limits Evoenergy's rights under the Act or any Law.

10. GOVERNING LAW

- 10.1 This Deed is governed by the law of the Australian Capital Territory.
- 10.2 Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and any court that can hear appeals from those courts.

11. SEVERABILITY

- 11.1 If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall otherwise remain in full force and effect apart from the provisions which have been severed.

ANNEXURE A – EASEMENT AREA

Execution page

EXECUTED as a deed

EXECUTED for)
Icon Distribution Investments Limited)
ABN 83 073 025 224 and Jemena Networks
(ACT) Pty Ltd ABN 24 008 552 663

by the **Chief Executive Officer** of)
ActewAGL, as their attorney under power of)
attorney ACT registered no. 0138518 in the)
presence of)

Kelly Barry)
.....)
Signature of witness)

K Barry)
.....)
Name of witness)

Knox
.....
By executing this Deed the attorney)
states that the attorney has received)
no notice of revocation of the power)
of attorney.)

EXECUTED by TP Giralang Pty Ltd)
ACN 660 381 948 in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth) by:)

ZHENGMIN PAN)
.....)
Name of Sole Director/Secretary)
ZHENGMIN PAN)
.....)
Signature of Sole Director/Secretary)



Access Canberra

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the *Land Titles Act 1925* and S25(1)(a) of the *Land Titles (Unit Titles) Act 1970*.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2137:37	Giralang	.79	.6	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

Australian and New Zealand Banking Group Limited ACN 005 357 522

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered).

Consent to register Transfer and Grant of Easement (Form 80 TGE) between:

(a) TP Giralang Pty Ltd ACN 660 381 948 as grantor

(b) Icon Distribution Investments Ltd ABN 83 073 025 224 and Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, trading as Evoenergy ABN 76 670 568 688 as grantee

CERTIFICATION *Delete the inapplicable

Applicant


~~*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney.~~

~~*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.~~

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:



Shay Kashyap Employee
Senior Relationship Manager
for: Australian and New Zealand Banking Group Limited ACN 005 357 522

on behalf of the Mortgagee



Access Canberra



T\$3213002

09/12/2022 11:59:11 Fern M

Chief Mtr

3213002

TRANSFER

Form 052 - T

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
MV LAW	theresa.choi@mvlaw.com.au	2207177	6279 4444

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2137:37	GIRALANG	79	6	

TRANSFEROR/S - SELLER/S (Surname last) (ACN required for all companies)	THE SELLER VERIFICATION DECLARATION HAS BEEN SUBMITTED (must be completed prior to lodgement of this document)
GIRALANG PROPERTY PTY LIMITED ACN 600 564 896	Submission Date: 24/01/2022 6/12/2022
	Reference Code: 84670
	Submission Date: Reference Code:

LWLRTP CC

PERCENTAGE OF INTEREST OWNED (whole or state share)	PERCENTAGE OF INTEREST BEING TRANSFERRED (whole or state share)
100%	100%

CERTIFICATION * Delete the Inapplicable

Transferor(s)

- * The Certifier has taken reasonable steps to verify the identity of the Transferor or his, her or its administrator or attorney.
- * The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- * The Certifier has retained the evidence to support this Registry Instrument or Document.
- * The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:

<Signature of certifying party>

CHRISTOPHER JOHN WHEELER

<Name of certifying party>

<Capacity of certifying party>

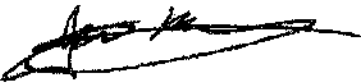
for: King & Wood Mallesons

on behalf of the Transferor

DEVELOPMENT STATUS (Tick the appropriate box - one box must be completed)	LAND USE (Tick the appropriate box - one box must be completed)
<input type="checkbox"/> Land Only <input checked="" type="checkbox"/> Incomplete Building <input type="checkbox"/> Building Completed	<input type="checkbox"/> Residential <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Commercial


TRANSFEEE/S - BUYER/S (Surname Last) (ACN required for all companies)	THE BUYER VERIFICATION DECLARATION HAS BEEN SUBMITTED (must be completed prior to lodgement of this document)
TP GIRALANG PTY LTD ACN 660381948	Submission Date: 28/6/22 Reference Code: 444007
	Submission Date: Reference Code:

FORM OF TENANCY
<input type="checkbox"/> Joint Tenants <input type="checkbox"/> Tenants in Common in (the following shares) - (Please state proprietors name and shares out in full)

CERTIFICATION *Delete the inapplicable Transferee(s)
<p>*The Certifier has taken reasonable steps to verify the identity of the Transferee or his, her or its administrator or attorney.</p> <p>*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.</p> <p>*The Certifier has retained the evidence to support this Registry Instrument or Document.</p> <p>*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.</p>
Signed By:
 <Name of certifying party> <Capacity of certifying party> John Morrissey Australian Legal Practitioner SOLICITOR for: <Company name> Level 2, 121 Marcus Clarke Street Canberra City ACT 2601 on behalf of the Transferee

CONSIDERATION (Higher of market value or consideration)	GST PAYABLE (See guidance notes)
41	11

AGREEMENT / CONTRACT FOR SALE DATE	SETTLEMENT DATE (the date the buyer is liable for rates)
29 June 2022	6 December 2022

COMMUNITY TITLE (If Transfer relates to a Community Title Scheme the following should be attached)	ACT PLANNING AND LAND AUTHORITY - MINISTER'S / DELEGATE'S CONSENT
<input type="checkbox"/> Statutory Declaration AND <input type="checkbox"/> Certified Copy of Undertaking submitted to ACTPLA	s298 Planning and Development Act 2007  Rhonda Myers

OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 20/12/2022
Date entered by		Attachments/Annexures	Annexure



ACT
Government

**Access
Canberra.**

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete if requesting transactions not be aggregated)
2137:37	GIRALANG	79	6		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN AN NEXURE
Transfer	9

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
GIRALANG PROPERTY PTY LIMITED ACN 600 564 896 (Transferor) TP GIRALANG PTY LTD ACN 660 381 948 (Transferee)

KING & WOOD
MALLESONS
金杜律师事务所

Restrictive Covenant

Dated 6 December 2022

Giralang Property Pty Limited ACN 600 564 896 ("Giralang Property")

TP Giralang Pty Ltd ACN 660 381 948 ("Lessee")

King & Wood Mallesons

Level 12

Constitution Place

1 Constitution Avenue

Canberra ACT 2601

Australia

T +61 2 6217 6000

F +61 2 6217 6999

DX 5610 Canberra

www.kwm.com

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Details

Parties		
Giralang Property	Name	Giralang Property Pty Limited
	ACN	600 564 896
	Address	8 Geraldton Crescent, Fyshwick ACT 2609
Lessee	Name	TP Giralang Pty Ltd
	ACN	660 381 948
	Address	C/- Scarlett Financial, Unit 3 Level 2 Ethos House, 28 Ainsley Place Canberra City ACT 2601
Land	Block 6 Section 79 Giralang	
Benefited Land	The Land	
Governing law	Australian Capital Territory	

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears, these meanings apply. Other definitions appear in the Details:

Affected Crown Lease means each Crown Lease which has a permitted use of Supermarket or other Non-Residential Use, including each Subsequent Crown Lease.

Business Day means a day on which banks are open for general banking business in the Australian Capital Territory (not being a Saturday, Sunday or public holiday in that place).

Costs includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

Crown Lease means each Crown lease in respect of the Land including any unit lease arising under the *Unit Titles Act 2001*.

Gross Floor Area has the meaning given in the Territory Plan definitions. A reference to **Gross Floor Area** includes the aggregate of all Gross Floor Area across all the Land and not just in respect of each separate block of the Land.

Lessee means the Crown lessee of the Land and its successors (including those claiming under or through the Crown lessee).

Non-Residential Use means the use of any part of the Land for any use other than exclusively Residential Use.

Permitted Transfer means a Transfer of the Lessee's interest in:

- (a) a Crown Lease that is not an Affected Crown Lease; or
- (b) an Affected Crown Lease where the Transfer occurs in accordance with clause 3.2 ("Transfer conditions").

Planning Act means the *Planning and Development Act 2007*.

Residential Use has the meaning given in the Territory Plan definitions.

Restriction means the restriction on the use of the Land described in clause 2 ("Terms of Restriction on the use of the Land").

Subsequent Crown Lease means each Crown lease that arises from any subdivision or successive subdivision of the Land and which has a permitted use of Supermarket or other Non-Residential Use.

Supermarket has the meaning given in the Territory Plan definitions.

Territory means:

- (a) when used in a geographical context, the Australian Capital Territory; and
- (b) when used in any other context, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Plan means the territory plan under the Planning Act.

Transfer means assign, transfer or otherwise dispose of any legal or equitable interest in any part of the Land that is subject to an Affected Crown Lease either in whole or part, whether by sale, lease, declaration or creation of a trust or otherwise and includes an agreement to do any of those things.

1.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a document (including this document) includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise) and to any renewal, variation or extension of it;
- (d) a reference to a document also includes any variation, replacement or novation of it;
- (e) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (f) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (g) a reference to "the Land" also includes (where the context permits) a reference to the Crown lease of the Land and to any renewal, extension, subdivision or consolidation of it or surrender and regrant in relation to it or holding over under it;
- (h) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (i) a reference to a time of day is a reference to Australian Capital Territory time;
- (j) a reference to "law" includes common law, principles of equity and legislation (including regulations);
- (k) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to a body includes the body's successor, substitute and replacement;

- (m) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (n) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- (o) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- (p) a reference to a group of persons is a reference to any 2 or more of them jointly and to each of them individually;
- (q) a reference to any thing (including an amount, the Land or a Crown Lease) is a reference to the whole and each part of it;
- (r) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (s) a word has the meaning given in the Territory Plan definitions;
- (t) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day; and
- (u) if the day on which a party must do something under this document is not a Business Day, the party must do it on the next Business Day.

1.3 Body which ceases to act

A reference in this document to any person or body which:

- (a) is replaced, is a reference to the body or person that replaces it; or
- (b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 Terms of Restriction on the use of the Land

2.1 Restrictions run with the Land

- (a) The Restrictions are covenants and agreements between the parties and every person who is entitled to an estate or interest in possession of an Affected Crown Lease and any part of the Land that is demised by an Affected Crown Lease.
- (b) The parties intend that the benefit and burden of those covenants and agreements are annexed to and pass with the estates or interests in possession of an Affected Crown Lease and any part of the Land that is demised by an Affected Crown Lease.
- (c) The Restrictions continue to apply to any part of the Land demised by each Affected Crown Lease as if the Restrictions were separate Restrictions for each Affected Crown Lease.

2.2 Terms of limitation on the use of the Land

- (a) The Lessee must not permit the development of a Supermarket on the Land or any part of the Land that exceeds the Gross Floor Area

permitted for a Supermarket under the Territory Plan from time to time;
or

- (b) a variation of a Crown Lease unless the variation is consistent with the Restriction.

2.3 Name of person empowered to release vary or modify the Restrictions

- (a) Giralang Property or, if it is wound up or ceases to exist, the Territory, has the power to release the Restrictions.
- (b) Giralang Property and the Lessee are, jointly, the persons empowered to vary or modify by prior written agreement the Restrictions.
- (c) Any waiver, variation or release of the Restrictions must be done at the cost of the Lessee.

2.4 Burdened and benefited land

- (a) The land burdened by the covenants and agreements in this document and the Restrictions is the Land.
- (b) The land benefited by the covenants and agreements in this document and the Restrictions is the Benefitted Land.

2.5 Surrender and re-grant of Crown Lease

Subject to clause 2.1 ("Restrictions run with the Land"), the Lessee must not, at any time, permit a surrender and re-grant of an Affected Crown Lease unless

- (a) each new Affected Crown lease includes the Restriction; or
- (b) the Lessee includes, as a covenant in each future instrument of transfer of each new Affected Crown Lease, the Restriction.

3 Transfers

3.1 No disposal

Except as provided in or permitted in this clause 3, the Lessee must not Transfer any part of the Land that is subject to an Affected Crown Lease.

3.2 Transfer conditions

Subject to clause 3.3 ("Permitted Transfers") the Lessee may only Transfer its interest in the whole or any part of the Land that is subject to an Affected Crown Lease, if:

- (a) the transferee is bound by this Restrictive Covenant by virtue of its registration on the title to the part of the Land the subject of the Transfer;
- (b) the Transfer is conditional upon the proposed transferee:
 - (i) agreeing to restrictions on use of the part of the Land the subject of the Affected Crown Lease in the form of this document; and

- (ii) subject to ACT Land Titles (or its successors) accepting it for registration, any instrument of transfer for the Affected Crown Lease:
 - (A) includes as a covenant, the Restriction; and
 - (B) the covenant containing the Restriction is registered on title to the Affected Crown Lease that is transferred; or
- (c) the Lessee uses all reasonable endeavours to:
 - (i) prepare an instrument in the form required by clause 3.2(b)(ii) in registerable form; and
 - (ii) address any requisitions from ACT Land Titles concerning the registerable form of the instrument referred to in clause 3.2(b)(i).

3.3 Permitted Transfers

The Lessee may Transfer its interest in the Land or any part of it if the Transfer is a Permitted Transfer.

4 Injunctive Relief

The Lessee acknowledges:


- (a) damages may not be a sufficient remedy for Giralang Property for any breach of this document; and
- (b) Giralang Property may seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Lessee, in addition to any other remedies available to Giralang Property at law or in equity.

EXECUTED as a Deed

Signing page

DATED: 6 December 2022

EXECUTED by GIRALANG PROPERTY
PTY LIMITED ACN 600 564 896 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth) by authority
of its directors:



.....
Signature of director

DIMITRI NIKIAS

.....
Name of director (block letters)



.....
Signature of director/company
secretary*

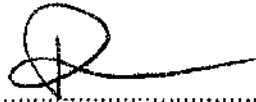
*delete whichever is not applicable

CONSTANTINOS NIKIAS

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by TP GIRALANG PTY
LTD ACN 660 381 948 in accordance
with section 127(1) of the
Corporations Act 2001 (Cth) by
authority of its director:



.....
Signature of ZHENGMIN PAN
who states that they are the sole
director and sole company secretary of
TP GIRALANG PTY LTD ACN 660 381
945

ORIGINAL

Entered in Register Book Vol 2137 Folio 37

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

- 5 MAY 2014


Brett Phillips
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) (ss 29, 30 & 31)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the
Regulations made under that Act on the *twelfth* day of *March*
Two thousand and fourteen WHEREBY THE PLANNING AND LAND
LESSEE AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF
AUSTRALIA ("the Commonwealth") in exercising its functions grants to **NIKIAS
NOMINEES PTY LIMITED A.C.N. 008 519 775** a company having its
registered office at C/- Tribe Accountants, Level 1, 113 Canberra Avenue, Griffith
in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of
LAND land situate in the Australian Capital Territory containing an area of **5,196 square
metres** or thereabouts and being **Block 6 Section 79 Division of Giralang** as
delineated on **Deposited Plan Number 11206** in the Registrar-General's Office
at Canberra in the said Territory ("the land") RESERVING unto the Territory all
TERM minerals and the right to the use, flow and control of ground water under the
surface of the land TO HOLD unto the Lessee for the term commencing on the
twelfth day of *March* **Two thousand and
fourteen** ("the date of the commencement of the lease") and terminating on the
sixteenth day of September Two thousand and ninety four to be used by the
Lessee for the purpose set out in Clause 3(c) of this lease only YIELDING AND
PAYING THEREFOR rent in the amount and in the manner and at the times
provided for in this lease and UPON AND SUBJECT TO the covenants conditions
and agreements contained in this lease.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "business agency" means the use of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "car park" means the use of land specifically allocated for the parking of motor vehicles;
- (e) "community use" means a child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship and/or religious associated use;
- (f) "financial establishment" means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (g) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (h) "health facility" means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (i) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the

executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (j) "non retail commercial use" means business agency, financial establishment, office and/or public agency;
- (k) "office" means the use of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (l) "premises" means the land and any building or other improvements on the land;
- (m) "public agency" means the use of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (n) "restaurant" means the use of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (o) "shop" means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal services, retail plant nursery, supermarket and take-away food shop;
- (p) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (q) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (r) words in the singular include the plural and vice versa;
- (s) words importing one gender include the other genders;

- (t) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

RENT

- (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

MANNER OF
PAYMENT
OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever.

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMMENCEMENT
OF DEVELOPMENT

- (a) That the Lessee shall within twelve (12) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority for that purpose commence to erect an approved development on the land in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;

COMPLETION
OF DEVELOPMENT

- (b) That the Lessee shall within thirty six (36) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority complete the erection of the said approved development on the land in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable to such development;

PURPOSE

- (c) To use the premises only for one or more of the following purposes:
- (i) car park;
 - (ii) community use LIMITED TO health facility;
 - (iii) non retail commercial use;
 - (iv) restaurant; and/or
 - (v) shop PROVIDED ALWAYS THAT the maximum gross floor area for a supermarket shall not exceed 1500 square metres;

AND ancillary thereto storage and a loading dock;

PROVIDED THAT the maximum gross floor area for uses (ii) – (v) does not exceed 3,316 square metres;

- GROSS FLOOR AREA (d) That the combined gross floor area of all buildings erected on the land shall not exceed 5,790 square metres;
- CARPARKING (e) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- BICYCLE PARKING (f) That the Lessee shall provide and maintain bicycle parking on the premises in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LANDSCAPING (g) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LIGHTING (h) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- LOADING AND UNLOADING OF VEHICLES (i) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- PRESERVATION OF TREES (j) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;

- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY** (k) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- SERVICE AREAS** (l) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL** (m) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;
- REPAIR** (n) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;
- FAILURE TO REPAIR** (o) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;
- RIGHT OF INSPECTION** (p) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;
- RATES AND CHARGES** (q) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not commenced within the period specified in the said Clause; or
- (iii) an approved development in accordance with Clause 3(a) of this lease is not completed within the period specified in Clause 3(b); or
- (iv) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for a purpose for which this lease is granted; or
- (v) the Lessee shall fail to observe or perform any other of the covenants herein contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE
OF RENT

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii), (iv) or (v) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES

- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;


EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by **Maggie Chapman**)
a delegate authorised to execute this lease)
on behalf of the Commonwealth in the)
presence of)

KAREN WALKER


.....
Delegate


.....
Witness

Signed by **NIKIAS NOMINEES PTY**)
LIMITED (A.C.N. 008 519 775) by:)


.....
Signature

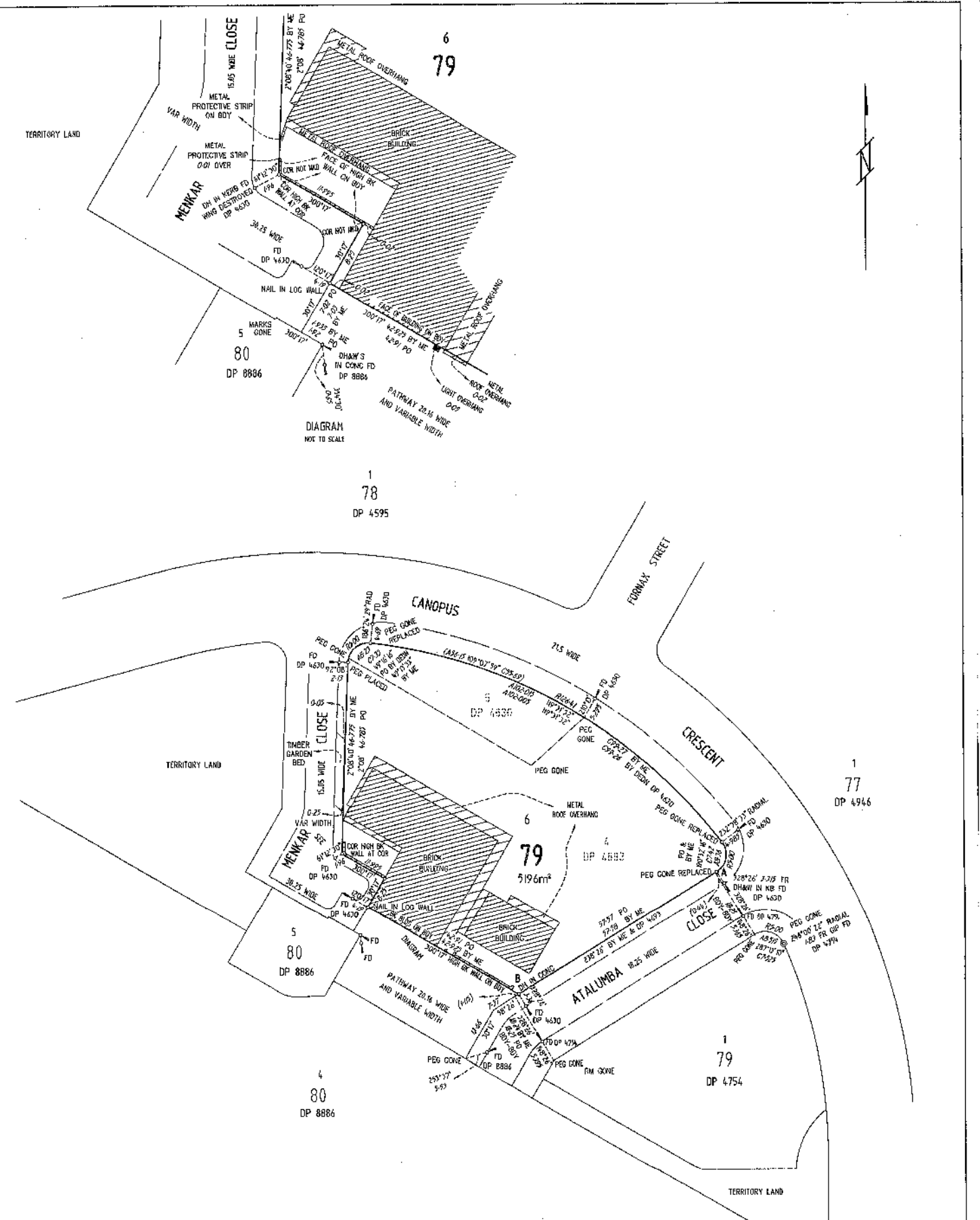

.....
Signature

CONSTANTINOS NIKIAS.....
Name in full

DIMITRA NIKIAS.....
Name in full

.....
Director/Secretary

.....
Director/Secretary



REFERENCE MARKS
 (C) Dipset DIP in road 1.83 radially from TP
 Denote DHAW in 1978
 (Except as otherwise shown)

NOTE
 All Easements are 2.5 metres wide
 (Except as otherwise shown)

Azimuth: A-B (Strom)
 Field Book: Surveyor's BM 110233.01

I, **WILLIAM ROBERT CAMPBELL**
 of **LANDSTATE SURVEYS Pty Ltd** CAIBERRA
 a surveyor registered under the Surveyors Act 2007 hereby certify
 that the survey represented on this plan is accurate and has been
 made in accordance with the Surveyors Practice Guidelines
 and was completed on 25 OCTOBER 2013

(Signature) *William Robert Campbell* 19/11/2013
 Surveyor registered under the Surveyors Act 2007

I certify that this plan is the plan prepared in accordance with the
 Districts Act 2002

(Signature) *William Robert Campbell* 25-11-2013
 Surveyor-General of the ACT

**PLAN OF
 BLOCK 6 SECTION 79
 BEING A CONSOLIDATION OF BLOCKS 4 AND 5**

DIVISION: GIRALANG
 DISTRICT: BELCONNEN
 AUSTRALIAN CAPITAL TERRITORY

SCALE 1:500
 0 5 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles of Canberra
 to the Australian Capital Territory the 19th
 day of **March** 2014 at _____ minutes
 past _____ o'clock in the _____ noon

Approved *Sandra Salgado*
 Sandra Salgado
 Deputy Registrar-General

**DEPOSITED PLAN
 11206**

ANENOS DP 4630 & DP 4693



CUSTOMER SERVICE CENTRE
 DAME PATTIE MENZIES HOUSE
 16 CHALLIS STREET
 DICKSON ACT 2602

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

Your response is sought to the following questions in relation to:

LAND: Please provide details of the land you are enquiring about.

Unit	0	Block	6	Section	79	Suburb	GIRALANG
------	---	-------	---	---------	----	--------	----------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991 and Planning & Development Act 2007

- | | No | Yes |
|--|-------|--------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | (X) | () |
| Certificate Number: _____ Dated: _____ | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | | (see report) |
| 10. Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Customer Service Centre

Date: 23-FEB-23 15:30:28

Applicant's Name :

E-mail Address :

Client Reference :

Info Track

actenquiries@infotrack.com.au

2203087 - 112319767

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
 For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

23-FEB-2023 15:30

**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

Page 1 of 28

INFORMATION ABOUT THE PROPERTY

GIRALANG Section 79/Block 6

Area(m2): 5,196.6

Unimproved Value: \$3,135,000

Year: 2022

Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



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PLANNING AND LEASE MANAGER (PaLM)
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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)



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23-FEB-2023 15:30

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 28

Application DA201833501 **Lodged** 07-MAR-18 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR A MULTI STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT INCLUDING LEASE VARIATION- Construction of a mixed use development comprising: two basement levels; ground floor level commercial use consisting of a 1000m² supermarket and other commercial tenancies; four levels residential use containing 50 residential units; and landscaping and associated works. This proposal also entails civil works including new driveway entry points off Canopus Crescent; new off-site / on-street car parking to Menkar Close; and a reconfigured carpark and new drop-off arrangement to existing Giralang Primary School car park.

LEASE VARIATION See application form.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name
-------------	-------------



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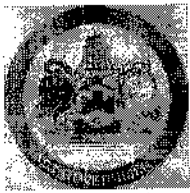
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**PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT**

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Application DA201833501 **Lodged** 07-MAR-18 **Type** See Subclass

Representor	Alison Brake
Lessee	Nikias Nominees Pty Limited
Applicant	Amc Architecture
Representor	Andrew Zeylemaker
Representor	Chrissy Walters
Representor	Tracey Pinto
Representor	Jennifer Millea
Representor	David Beasley
Representor	Evan Lurie
Representor	Dean Bailie
Representor	Martin Essers
Representor	Shaun Masters
Representor	Anne Gibson
Representor	Anne Gibson
Representor	Dean Correia
Representor	Bob Turkentine
Representor	Sean Minney
Representor	Susan Gurr
Representor	Andrew Zeylemaker
Representor	Christine Jones
Representor	William Burmester
Representor	Gavin Locke
Representor	Julian Smith
Representor	Laura Anderson
Representor	Troy Anderson
Representor	James Smith
Representor	Murray Brown
Representor	Nicholas Hall
Representor	Giralang Primary School Parent
Representor	Sarah Toaldo
Representor	Nathan Kruger
Representor	Aidan Heerdegen
Representor	Stephen Toaldo
Representor	Chris Martin
Representor	Rose Gibson
Representor	Woo O'Reilly
Representor	Esther Clark
Representor	Lindsey Bailie
Representor	Jill Masters
Representor	Janelle Kennard
Representor	Kristine Evans
Representor	Confidential Representor
Representor	Petition



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201833501 **Lodged** 07-MAR-18 **Type** See Subclass

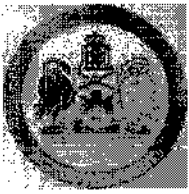
-- **Activities** -----

Activity Name

Merit Track

Status

Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201119903 **Lodged** 27-APR-11 **Type** See Subclass

-- Application Details -----

Description

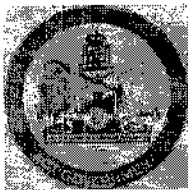
COMMERCIAL - LEASE VARIATION - CONSOLIDATION - DEMOLITION - NEW COMMERCIAL CENTRE - SIGNAGE. Proposed demolition of existing structures and construction of new supermarket, retail outlets, undercroft and basement car parking, basement storage, loading dock and landscaping; Includes illuminated wall mounted identification and brand signage; Consolidation of Block 4 and Block 5 Section 79 Giralang; Please refer to application regarding variation of the consolidated crown lease.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	5-5	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name
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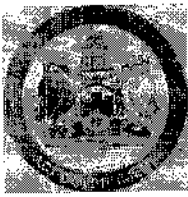
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201119903 Lodged 27-APR-11 Type See Subclass

Lessee	Nikias Nominees Pty Ltd
Lessee	Land Management & Planning Div
Applicant	Amc Projects Pty Ltd
Representor	Lesley Irvine
Representor	Ben Gafa
Representor	Diane Gafa
Representor	Ross Calvert & Olga Calvert
Representor	Grag
Representor	Francis Tankiang
Representor	Alison Brake
Representor	Nicholas Hall
Representor	Sheilah Barrie
Representor	Lauren Rissanen
Representor	Rebecca Coleman
Representor	Natalie Rissanen
Representor	Leonie Neiberding
Representor	Rose Gibson
Representor	Sarah And Stephen Toaldo
Representor	Gillian Boyd
Representor	Lis Haakonssen
Representor	Jeff Allen
Representor	Steve And Kim Hosking
Representor	Ian Boyd
Representor	Allan And Vera Ashby
Representor	Argos Pty Ltd
Representor	Greg And Susan Gurr
Representor	Chris Blake
Representor	E & S Lewig
Representor	Jane Thomson
Representor	Minako Sakai
Representor	G.M Hughes
Representor	David Heuker
Representor	B.J Cranfield
Representor	Caitlin O'Meara
Representor	Sarah Riol
Representor	A Walker
Representor	A Figg
Representor	Danielle Houston
Representor	Linda Nikitin
Representor	Kirsty Chapman
Representor	Kinley Thinley
Representor	J Macarthur
Representor	Rosemary Anne Brassil



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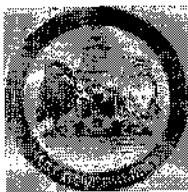
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201119903 Lodged 27-APR-11 Type See Subclass

Representor	Graham Dean Brown
Representor	Denis Anthony Parr
Representor	Peter Corrigan
Representor	Harry Vangelatos
Representor	Evatt Pharmacy
Representor	Video 2000 Evatt
Representor	Evatt Bakery
Representor	Evatt Butchery
Representor	Evatt Takeaway
Representor	Evatt News Agency
Representor	Harry Vangelatos
Representor	Angelo Vangelatos
Representor	Fofi Vangelatos
Representor	Evatt Supermarket
Representor	Monica Crane
Representor	M Curtis
Representor	Peter Harvey
Representor	Glenda Baines
Representor	The Resident
Representor	Pam Daly
Representor	The Resident
Representor	Nadia Frankham
Representor	Amandup Keur
Representor	Daniel Nicholas
Representor	Belinda Heycox
Representor	Matt Rewers
Representor	Harpreet Singh
Representor	P Republic
Representor	The Resident
Representor	Kaleen Licensed Post Office
Representor	Kaleen Flowers
Representor	Anthony Haridemos
Representor	Kaleen Pizza And Snack Bar
Representor	Alex Vizadis
Representor	R Edwards
Representor	Kay
Representor	The Resident
Representor	Nader Ibrahim
Representor	The Resident
Representor	Beth Baldwin
Representor	The Resident
Representor	The Resident
Representor	K Adams



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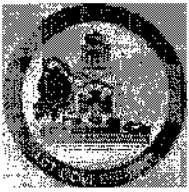
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201119903 Lodged 27-APR-11 Type See Subclass

Representor	The Resident
Representor	Vicki Mcalister
Representor	Declan Keating
Representor	The Resident
Representor	The Resident
Representor	The Resident
Representor	Steve Mckenzie
Representor	John Woodyard
Representor	The Resident
Representor	David And Alison Barton
Representor	The Resident
Representor	The Resident
Representor	David Williams
Representor	P Anderson
Representor	The Resident
Representor	The Resident
Representor	The Resident
Representor	Alistair Legge
Representor	The Resident
Representor	G J Griffiths
Representor	The Resident
Representor	Dianne Frame
Representor	The Resident
Representor	Norma Allan
Representor	Pat Miethke
Representor	Erica Tedingvan Berkhaut
Representor	Emily Tub
Representor	R Jackson
Representor	Biddy Adams
Representor	Lucy Adams
Representor	S Bond
Representor	The Representor
Representor	The Resident
Representor	Michael Bascler
Representor	Kathryn Hind
Representor	Katherine Kelly
Representor	Chris Haridemos
Representor	Ellen Hungerford
Representor	Kathy Hajah
Representor	S Bel
Representor	Michael Brenton
Representor	Paul Brebner
Representor	David And Heather Hodgson



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**PLANNING AND LEASE MANAGER (PaLM)
 LEASE CONVEYANCING ENQUIRY REPORT**

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Application DA201119903 **Lodged** 27-APR-11 **Type** See Subclass

Representor	Janelle Kennard
Representor	Anne Bell
Representor	Joanne Bateman
Representor	Bert Kelly-Johnston
Representor	Master Grocers Australia
Representor	Paul Carr
Representor	Anthony Senti
Representor	Jade Jiggins
Representor	Cailin
Representor	Supabarn Super Markets
Representor	Kaleen Iga
Representor	Evatt Iga
Representor	Cbre
Representor	Sally Deacon

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
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**PLANNING AND LEASE MANAGER (PaLM)
 LEASE CONVEYANCING ENQUIRY REPORT**

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Application DA201016972 **Lodged** 01-MAR-10 **Type** See Subclass

-- Application Details -----

Description

Non-Residential - Lease Variation - Consolidation - Demolition - New Commercial Centre. Demolition of existing structures and provision of a new supermarket, retail /commercial outlets, undercroft, basement and at-grade carparking, storage, loading dock and landscaping. Consolidate Blocks 4 and 5 Section 79 Giralang: Vary Crown lease purpose clause to read as follows: To use the premises only for the purpose of the following: i)shop; ii)restaurant/café; iii)business agency; iv) health facility; v)personal sevices; vi)storage/loading dock; and vii)car park PROVIDED ALWAYS THAT the maximum gross floor area of uses i)-v) do not exceed 2,115 square metes of GFA and the maximum gross floor area of the building does not exceed 5,970 square metres.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	5-5	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name
-------------	-------------



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16 Challis Street
Dickson, ACT 2602

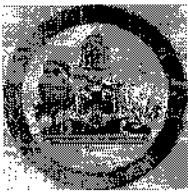
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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201016972 Lodged 01-MAR-10 Type See Subclass

Representor	Purdon Associates
Representor	Act Department Of Education &
Representor	Paul Brebner
Representor	Sarah & Stephen Toaldo
Representor	Tim & Alison Brake
Representor	Norm Jones
Representor	Giralang Primary School P&C As
Representor	Katherine Kellie
Representor	Kerry Adams
Lessee	Nikias Nominees Pty Ltd
Lessee	Parks, Conservations & Lands
Applicant	Nikias Nominees Pty Ltd
Representor	Liz Brebner
Representor	Peter Smith
Representor	Paul Carr
Representor	Penny Wijnberg
Representor	Peter Edwards
Representor	Tim & Alison Brake
Representor	Evatt Supermarket
Representor	Evatt Newsagency
Representor	Sir/Madam
Representor	Harry Vangelatos
Representor	Peter Vizadis- Evatt Supermark
Representor	Evatt Hairdressers
Representor	Evatt Butchery
Representor	Evatt Bakery
Representor	Evatt Pharmacy
Representor	Sir/Madam
Representor	Scott James- Video 2000
Representor	Evatt Takeaway
Representor	P. Evan
Representor	G. Liukee
Representor	Peter Fuelling
Representor	Sir/Madam
Representor	A. Senti
Representor	Argos Pty Limited: Arithur Pets
Representor	Cotrell Pty Group
Representor	Ross Calvert
Representor	Rod Peakall
Representor	Ken Matthews
Representor	Supabarn
Representor	Bert Kelly-Johnston
Representor	Steve



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Application DA201016972 Lodged 01-MAR-10 Type See Subclass

Representor	Kaleen Post Office
Representor	S. Thomson
Representor	Megan Jackson
Representor	J Jones
Representor	J Stevens
Representor	C .Donnellan
Representor	K. Jones
Representor	Sue & Brett Adam
Representor	Rob Pearce
Representor	B. Mcfarland
Representor	Betty Hanley
Representor	M.B. Watson
Representor	Jaymee Gillespie
Representor	Alex Reeve
Representor	Jean Cummins
Representor	Bob Churchill
Representor	Name Illegible
Representor	Lee Warry
Representor	Sam Warry
Representor	Tom Warry
Representor	Adam Belin
Representor	Jade Jiggins
Representor	J.N. Jillard
Representor	S.A Button
Representor	Bapin Bosv
Representor	C.F Bernard
Representor	The Home Owner
Representor	Charlie Chen
Representor	Chao Chen
Representor	No Name Provided
Representor	Natalie Soli
Representor	E. Tompson
Representor	Haley Masters
Representor	Melissa Tiemey
Representor	B. Carson
Representor	C. Prior
Representor	Meredith Rowland
Representor	J Onclay
Representor	J Smith
Representor	Jessica Weeks
Representor	Peter Corrigan
Representor	D Mendel
Representor	R.J Fryor



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201016972 Lodged 01-MAR-10 Type See Subclass

Representor	The Home Owner
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Representor	The Home Owner
Representor	M.B. Huleatt & J.A. Huleatt



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Application DA201016972 Lodged 01-MAR-10 Type See Subclass

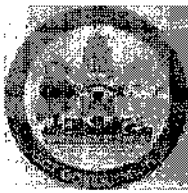
-- Activities -----

Activity Name

Merit Track

Status

Approval Conditional



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**PLANNING AND LEASE MANAGER (PaLM)
 LEASE CONVEYANCING ENQUIRY REPORT**

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Application DA200914054 **Lodged** 17-MAR-09 **Type** See Subclass

-- Application Details -----

Description

NONR-COMMERCIAL-LEASE VARIATION CONSOLIDATION-DEMOLITION-NEW BUILDING-SIGNAGE. Consolidate Blocks 4 & 5 Section 79 Division of Giralang into one single block: Vary the Crown lease over the consolidated block to permit the uses of (i) shop, (ii) restaurant/Café, (iii) business agency, (iv) health facility, (v) personal services, (vi) storage and (vii) carpark PROVIDED that the uses (i) to (v) do not exceed 3,000 square metres of gross floor area and the building does not exceed 3,850 square metres of gross floor area. Delete the clauses 3 (d) carparking and clause 5 (c) Footpath for Public Access requirements from the existing lease. Demolition of the existing buildings and construction of a single shopping centre comprising: Basement Carparking; Basement Storage; Supermarket; Retail Outlets; Signage; and Associated Works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	5-5	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name



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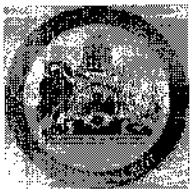
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PLANNING AND LEASE MANAGER (PaLM)
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Application DA200914054 Lodged 17-MAR-09 Type See Subclass

Representor	Department Of Education & Trai
Applicant	Amc Projects Pty Ltd
Lessee	Nikias Nominees Pty Ltd
Lessee	Tams-Parks, Conservation And L
Representor	Scott Hodgson
Representor	Aidan Heerdegen
Representor	Peter S Davis
Representor	Paul Smith
Representor	Warwick & Carol Haslam
Representor	Jane Zheng
Representor	Raelene Foley
Representor	Tim & Alison Brake
Representor	Ian Morris
Representor	Christine Harris & Simon Kamin
Representor	Mr M Jackson
Representor	Nicola Aitken
Representor	Jon Loiterton
Representor	Christine Gleeson
Representor	Helen Walker
Representor	Lorraine Finnerty
Representor	Chris Smyth
Representor	Judi Farrell
Representor	Estelle Bullock
Representor	Karen And Patricia Wheeler
Representor	Julie Gardner
Representor	Linda Cowie
Representor	Mon Reyes Amoyen
Representor	Barbara Russell
Representor	The Pagoulatos Family
Representor	Luke & Kylie Mccann
Representor	Alek Skorich
Representor	Sandra Hargraves
Representor	Jennie Roberts
Representor	Debbie Arsego
Representor	Frank Arsego
Representor	Percita Dittmar
Representor	Jan Batho
Representor	Annette Carse
Representor	Nick Thomson
Representor	Bryce Gray
Representor	Carly Lloyd
Representor	Owen Ferris
Representor	Jacinta Foster



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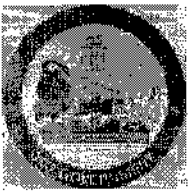
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Application DA200914054 Lodged 17-MAR-09 Type See Subclass

Representor	Amanda Beehag
Representor	Janice Redpath
Representor	Erin Buckley
Representor	Phil Lloyd
Representor	Maureen & Darrell Campbell
Representor	Robert Burgess
Representor	Cora Gilbert
Representor	John Ellis
Representor	Mel Erdeijac
Representor	Zoe Wagner
Representor	Janelle Hammond
Representor	Marjorie Curtis
Representor	Jill Herbert
Representor	Norm Jones
Representor	Vinnie
Representor	Martin Barrett
Representor	Jon Harris
Representor	Annette Young
Representor	Kimberley Hammond
Representor	Kimuel Jetter
Representor	Debbie Lange
Representor	Penelope Robinson
Representor	Charles Body
Representor	Derui Qu
Representor	Toni Paterson
Representor	Lesley Goldberg
Representor	Tracy Sinclair
Representor	Tim & Mari Mulcahy
Representor	Francis Tankiang
Representor	Abdul Qadir Qureshi
Representor	Alex Vizadis
Representor	Luke Mackenzie
Representor	Linda Lantzke
Representor	Lym & Ivan Melville
Representor	Chris Haridemos
Representor	The Home Owner
Representor	N A & P A Semmler
Representor	Gail Urbanski
Representor	Felicia Van Den Heuvel
Representor	Allan Lohe
Representor	Gerado & Elizabeth Tamaro
Representor	Heather Hodgson
Representor	Chris Vincent



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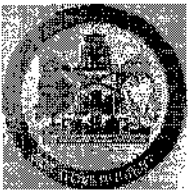
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**PLANNING AND LEASE MANAGER (PaLM)
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Application DA200914054 **Lodged** 17-MAR-09 **Type** See Subclass

Representor	Peter, Lyn, Daniela, Elsie & A
Representor	Frances Liddle
Representor	Danielle Higgs
Representor	Ben Duncan
Representor	James Strang
Representor	Ross & Olga Calvert
Representor	Michael Downie
Representor	Geraldine Grudnoff
Representor	Ken Matthews
Representor	Lis Haakonssen
Representor	Margaret Matthews
Representor	Joanne Mcrae
Representor	Jane
Representor	Sasha Peakall
Representor	Tingkui Qin & Pinghua He
Representor	Robyn & Alan Kelly
Representor	Malcolm Jamieson & Joanne Bate
Representor	Julie Peakall
Representor	Rod Peakall
Representor	Ros Hurst
Representor	Alice Berridge
Representor	Margaret Morton
Representor	Stephen & Sarah Toaldo
Representor	Tracey Mico
Representor	Mandy Broadrick
Representor	Anthony Burke
Representor	Arthur Petsas
Representor	Phil Herbert
Representor	John Couch
Representor	Mary Ryan
Representor	Margaret Houssenloge
Representor	Michelle Shiels
Representor	Debbie Odonoghue
Representor	Carol Mckenzie
Representor	Rosalind Goodwin
Representor	Carol Kuzmanoski
Representor	John Bullock
Representor	Theo Karner
Representor	Geoff Farrugia
Representor	Minako Sakai
Representor	M. R. McGovern
Representor	Shane & Vanessa Nuessler
Representor	Gill Kempton



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Application DA200914054 Lodged 17-MAR-09 Type See Subclass

Representor	Alex Vizadis - Petition
Representor	Save Kaleen Shops - Petition
Representor	Save Mckellar & Evatt Shops -
Representor	Kirsty Eldridge
Representor	Leo Jakimow
Representor	No Name Provided
Representor	No Name Provided
Representor	Jay Stewart
Representor	Lu Zhong
Representor	Rose Y Zhong
Representor	Tom Warrg
Representor	Mei Youm
Representor	B Russell
Representor	Name Illegible
Representor	Susan Brodersen
Representor	Rowan Woodward
Representor	Marilyn Woodward
Representor	Melanie Hrusik
Representor	Phillip Woodward
Representor	Giralang Primary School P&C As
Representor	D. Llewellen
Representor	G. C. Flaws
Representor	G.C. & R.G. Flaws
Representor	Name Illegible
Representor	P. Hayward
Representor	Slavica Mogus
Representor	D.P. Chaudhri
Representor	Name Illegible
Representor	Name Illegible
Representor	Antono Madaffar
Representor	Maria Madaffari
Representor	Name Illegible
Representor	Name Illegible
Representor	Kaleen Licensed Post Office
Representor	Name Illegible
Representor	Stacey Bennitt
Representor	Row Zalozyuro
Representor	Jill Daly
Representor	Name Illegible
Representor	Name Illegible
Representor	Anthony Haridemos
Representor	Georgina C. Lynch
Representor	Shay Orłowski



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Application DA200914054 Lodged 17-MAR-09 Type See Subclass

Representor	Name Illegible
Representor	Tara Lidgard
Representor	Hanna Joyce
Representor	Katherine Kellie
Representor	Naomi Kendall-Torry
Representor	Damian Gazzagon
Representor	Steven Adams
Representor	Carol Gazzagon
Representor	Anita Pipic
Representor	C. Weesen
Representor	Name Illegible
Representor	Name Illegible
Representor	Danielle Hoefler
Representor	Kerry Adams
Representor	Name Illegible
Representor	Name Illegible
Representor	Susi Hewatt
Representor	Name Illegible
Representor	Name Illegible
Representor	Name Illegible
Representor	Name Illegible
Representor	H & K Hunt
Representor	Danielle Dries
Representor	D. M. Kleyn
Representor	H. Herbert
Representor	Name Illegible
Representor	Name Illegible
Representor	W. Krulikowski
Representor	B. L. Gleeson
Representor	Name Illegible
Representor	Name Illegible
Representor	Name Illegible
Representor	Name Illegible
Representor	A. Senti
Representor	Name Illegible
Representor	Name Illegible
Representor	A. Vangelatos
Representor	Sue & Stephen Button
Representor	C.J.& L.R. Beddoes
Representor	Linda Muldoon
Representor	Jennifer Millstead
Representor	Joel Willis
Representor	Steven Marshall



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**PLANNING AND LEASE MANAGER (PaLM)
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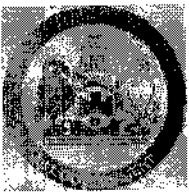
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Application DA200914054 **Lodged** 17-MAR-09 **Type** See Subclass

Representor	Caroline Twang
Representor	Robyn Staniforth
Representor	Cotrell Pty Limited
Representor	Garry Broadrick
Representor	Koundouris Group
Representor	Bernadette Wilson
Representor	Peter Nolan
Representor	Dennis De Jonge
Representor	Phil & Kathy Rabl
Representor	J. Gordon
Representor	Giralang Residents' Action Gro
Representor	Jillian Pearson
Representor	Zoe Sheehan
Representor	Brett & Penny Costello
Representor	Bert Kelly-Johnson
Representor	Paul Brebner
Representor	Ryan Wilson
Representor	Jenny Millea
Representor	Alice, Daniel, & Hannah Church

-- Activities

Activity Name	Status
Merit Track	Refused
Aat - Appeal	Appeal-Dismissed



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**PLANNING AND LEASE MANAGER (PaLM)
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Application DA200801212 **Lodged** 06-MAR-08 **Type** Multi-residential

-- Application Details -----

Description

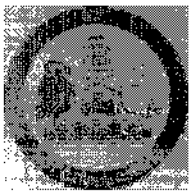
Multi Dwelling - Commercial - Demolition - Lease Variation - Consolidation - 13 Residential Units - 3 Commercial Units - Demolition of existing buildings and construction of new 5 block two storey development consisting of 13 residential units with a GFA of 1977m2 and 3 Commercial units with a GFA of 353m2. There will be 4 residential units over the retail. To vary the purpose clause in the Crown lease to add health facility, carpark and a maximum of 13 residential units. Delete existing gross floor area provisions and to limit the gross floor area clause for commercial uses to a maximum of 400 square metres. To vary the carparking clause to accommodate a maximum of 14 car spaces plus carparking required by the residential units. To vary the bicycle parking to accommodate 2 bicycles. Consolidation of blocks 4 and 5 of section 79.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	5-5	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name



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Application DA200801212 **Lodged** 06-MAR-08 **Type** Multi-residential

Objector	Jack Kershaw
Lessee	Nikias Nominees Pty Ltd
Applicant	Architects Ring And Associates
Objector	Greg Gurr
Comment	Jim & Vicki McDonald
Objector	Dr Sue Wareham
Objector	John Couch
Objector	Geraldine Grudnoff
Objector	David Hill
Objector	Jim & Vicki McDonald
Objector	Wendy Dimend
Objector	Anaree Nelson
Objector	William Burmester
Objector	Andrew Zeylemaker
Objector	Lesley Irvine
Objector	William Irvine
Objector	Sandra Creap
Objector	D.L.Byrne
Objector	Paul Brebner
Objector	Brett Goyne
Objector	Jim And Esti McMahon
Objector	Brendan Fahy
Objector	Wendy Fahy
Objector	Pam Coan
Objector	Ivan & Lynn Melville
Objector	Js Gilchrist
Objector	Gillian Boyd
Objector	Serena Kershaw
Objector	Giralang Primary School P&C As
Objector	Giralang Primary School Board
Objector	Vicki Herbert
Objector	Kevin Bell
Objector	Anthony Green
Objector	Giralang Residents Action Grou
Objector	Eve Wisowaty
Objector	Sean Macintyre
Objector	David & Heather Hodgson
Objector	Rachel Hollier & Stephen Smith
Objector	Peter & Julie Nolan
Objector	Estelle Bullock
Objector	Keith Gilligan
Objector	Dr Aidan Heerdegen
Objector	Deborah Meuronen



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Application DA200801212 **Lodged** 06-MAR-08 **Type** Multi-residential

Objector	Sally Berridge
Objector	Bill Burmester
Objector	Denise Kay
Objector	Liz Brebner
Objector	Sarah Hulbert
Objector	Sarah & Stephen Toaldo
Objector	Ross And Olga Calvert
Objector	Anne Robinson
Objector	Steven Playford
Objector	Lis Haakonsse
Objector	Allan & Vera Ashby
Objector	Giralang Pre School
Objector	Giralang Community Fair
Comment	Act Property Group
Objector	Objection Confidential

-- Activities -----

Activity Name	Status
Da - Public Notification	Refused

Application DA983465 **Lodged** 27-JUL-98 **Type** Non-residential

-- Application Details -----

Description
 POST AND RAIL FENCING ENCLOSING SMALL BEER GARDEN, FEATURING TABLES CHAIRS AND UMBRELLAS

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name
Applicant	Giralang Tavern
Contact	Hassett
Lessee	Nikias Nominees P/L

-- Activities -----

Activity Name	Status
Da - With Dap. (Level 2)	Withdrawn



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Application DA926174 Lodged 14-SEP-92 Type Sign

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Giralang	79	4-4	
Belconnen	Giralang	79	6-6	

-- Involved Parties -----

Role	Name
Applicant	Whiteway Neon P/L

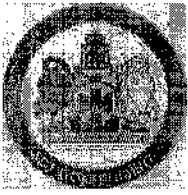
-- Activities -----

Activity Name	Status
Signs	Approved

DEVELOPMENT APPLICATIONS ON THE ADJACENT PROPERTIES (LAST 2 YEARS ONLY)

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status
79	1	202038086	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT - Proposal to remove a small disused underground waste oil storage tank with site backfilled, surface being reinstated and associated works.	Approval Conditional	16-APR-21
77	1	202240616	PROPOSAL FOR DWELLING ADDITIONS UNIT 6 - seeking approval for existing sunroom, covered pergola and associated works.	Approval Conditional	10-NOV-22
77	1	202240224	PROPOSAL FOR DWELLING ALTERATIONS AND ADDITIONS - partial demolition of the existing dwelling and alterations and additions including ground floor extension, internal renovations, new	Refused	18-AUG-22



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PLANNING AND LEASE MANAGER (PaLM)
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decking, landscaping and associated works.

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

Information is recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to:

https://www.canberraconnect.act.gov.au/app/answers/detail/a_id/1564/kw/contaminated . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

ASBESTOS SEARCH

ACT Government records indicate that asbestos (loose fill or otherwise) is not present on this land. However, the accuracy of this information is not guaranteed. If the property was built prior to 1 January 2004, you should make your own enquiries and obtain reports (from a licensed Asbestos Assessor) in relation to the presence of loose-fill asbestos insulation (and other forms of asbestos e.g. bonded asbestos) on the premises.

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

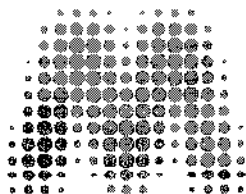
TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

---- END OF REPORT ----

Building Management Statement

Block 6 Section 79 Giralang



mvlaw.

Level 2, 121 Marcus Clarke Street
Canberra City ACT 2601

Telephone: (02) 6279 4444
Facsimile: (02) 6279 4455
Email: info@mvlawcom.au

CONTENTS

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BACKGROUND:

- 1.1 This Statement relates to a mixed use building comprising of ~~2~~ Crown leases.
- 1.2 The parties, being the registered owners of the Crown leases, have entered into this Building Management Statement to manage the operation, maintenance and repair of the Shared Facilities.

OPERATIVE PROVISIONS**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Statement unless the context requires otherwise:

- (a) **ACT Land Titles Office** means the office or directorate that is responsible for keeping the register required under section 43 of the Land Act.
- (b) **Administrative Fund** means the fund established by the Committee pursuant to clause 15.1(a) for the purposes identified in clause 15.1(b).
- (c) **Apparatus** includes:
- (i) wires, cables, pipes, drains, ducts, lines, flues, chutes, pumps, boards, regulators and valves; and
 - (ii) plant and equipment
- (d) **Application** means an application of any kind to permit a Development Activity.
- (e) **Approval** means a certificate, consent or approval and includes Development Consents and Certificates of Occupancy.
- (f) **Building** means the buildings subject of this Statement as identified in the Reference Schedule.
- (g) **Building Easements** means the easements identified in Annexure D burdening one or more Parcels for the benefit of one or more other Parcels.
- (h) **Building Rules** means the rules made by the Committee pursuant to clause 8 as may be amended, replaced and added to from time to time by the Committee in accordance with the provisions of this Statement.
- (i) **Business Day** means a day on which banks in the Australian Capital Territory are open for business but does not include a Saturday, Sunday or public holiday.
- (j) **Committee** means the building management committee established pursuant to clause 4.1.
- (k) **Capital Works Fund** means the fund established by the Committee pursuant to clause 15.1(a) for the purposes identified in clause 15.1(c).
- (l) **Certificate of Occupancy** has the meaning given that term in the *Building Act 2004* (ACT).
- (m) **Chairperson** means the chairperson of the Committee.
- (n) **Common Property** means common property in a Units Plan within the meaning of section 13 of the *Unit Titles Act 2001* (ACT).
- (o) **Crown Lease** means a Crown lease relating to part of the Building, not including a Units Plan, and includes a stratum Crown lease
- (p) **Crown Lessee** means the registered proprietor of a Crown Lease.

- (q) **Development** in connection with a part of the Building has the meaning given in section 7 of the Planning Act and includes:
 - (i) alterations, modifications and additions to a Shared Facility;
 - (ii) installation of a new Shared Facility;
 - (iii) removal of a Shared Facility; and
 - (iv) connection to a Shared Facility.
- (r) **Development Activities** means the undertaking of Development and includes
 - (i) changing the Shared Facilities Register; and
 - (ii) amending this Statement.
- (s) **Development Consent** means any approval for a Development under chapter 7 of the Planning Act.
- (t) **Development Works** means works that are carried out in connection with a Development.
- (u) **Dispute** means a dispute arising from the circumstances described.
- (v) **Dispute Provisions** means the provisions set out in clause 23.
- (w) **Dispute Notice** means a notice served pursuant to clause 23.3
- (x) **Document** includes any document, plan, instrument or rule.
- (y) **Easement** means, as the context requires, one or more of Building Easements and Statutory Easements.
- (z) **Expert** means a person appointed pursuant to clause 23.5
- (aa) **Facilities Management Fee** means the fee payable to the Facilities Manager.
- (bb) **Facilities Manager** means the person appointed by the Committee pursuant to clause 18.1.
- (cc) **Function** means a right, obligation or duty.
- (dd) **Governmental Agency** means any government, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or other entity created by a government.
- (ee) **Insurances** mean the following:
 - (i) all insurances which the Committee must effect under the Unit Titles Legislation and this Statement; and
 - (ii) any other insurances which the Committee determines to effect.
- (ff) **Insurer** means such insurance provider with whom the Insurances are effected.
- (gg) **Invitee** means a person in the Building at the invitation of, under the control of or with the permission of (whether or implied) a Member, Owner, Party or Occupier.
- (hh) **Initial Owner** means the *Initial Owner* identified in the Reference Schedule.
- (ii) **Land Act** means the *Land Titles Act 1925 (ACT)*
- (jj) **Law** means any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future and whether territory, federal or otherwise.
- (kk) **Levy Certificate** means the certificate issued by the Committee pursuant to clause 7.2.
- (ll) **Management Act** means the *Unit Titles (Management) Act 2011*.
- (mm) **Management Fee** means the fee payable to the Managing Agent.

- (nn) **Managing Agent** means the person appointed by the Committee pursuant to clause 17.1.
- (oo) **Member** means a member of the Committee as provided for in clause 4.2.
- (pp) **Member's Invitees** means Invitees of a Member.
- (qq) **Member's Occupiers** means the Occupier of any part of the Parcel relating to that Member.
- (rr) **Member's Owners** means the owners of Units within the Parcel relating to that Member
- (ss) **New Member** means the member of the Committee immediately following:
- (i) Subdivision of a Crown Lease; or
 - (ii) the transfer of a Crown Lease.
- (tt) **Occupier** means the lessee, licensee or occupier for the time being (not being the Owner) of any part of a Units Plan or Crown Lease in the Building.
- (uu) **Officer** means an officer of the Committee identified in clause 4.6.
- (vv) **Operating Costs** means the costs of operating the Shared Facilities (to the extent the operating costs are the responsibility of the Committee) and includes energy costs (if any) relating to the operation of Shared Facilities to the extent that such energy costs can be identified.
- (ww) **Ordinary Resolution** is a resolution of Representatives representing Members whose aggregate Voting Entitlement exceeds 50% of the total votes in the table identified as *Voting Entitlement* in the Reference Schedule.
- (xx) **Outgoing Member** means the Member of the Committee immediately prior to:
- (i) Subdivision of a Crown Lease; or
 - (ii) the transfer of a Crown Lease.
- (yy) **Owner** means:
- (i) the registered proprietor or mortgagee in possession, for the time being of a Unit or Crown Lease; and
 - (ii) the Owners Corporation of a Units Plan for a Parcel.
- (zz) **Owners Corporation** means the corporation established under section 8 of the Management Act.
- (aaa) **Parcel** means a defined parcel of the Building that is comprised of a single Units Plan or a single Crown Lease.
- (bbb) **Partial Damage** means any damage to the Building or Shared Facility or any part of it which is not Total Loss of the Shared Facility or Building.
- (ccc) **Party** means a party to this Statement or a person who becomes bound by this Statement following its registration with ACT Land Titles Office.
- (ddd) **Planning Act** means the *Planning and Development Act 2007 (ACT)*.
- (eee) **Reference Schedule** means the Reference Schedule at Annexure A of this Statement.
- (fff) **Repair** means to clean, service, maintain, repair, upgrade, renew or replace.
- (ggg) **Repair Costs** means the costs of Repair of the Shared Facilities (including any amount payable to a contractor under a maintenance agreement or any other agreement).
- (hhh) **Representative** means the representative of a Member who must be a natural person and, in that case of an Owners Corporation, hold the appropriate delegation.

- (iii) **Secretary** means the secretary of the Committee.
- (jjj) **Service** means water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, oil, ventilation, exhaust, air, ducted-air, air-conditioned air, garbage, telephone, telecommunications, television impulses or signals, radio impulses or signal or another prescribed service.
- (kkk) **Service Apparatus** means:
- (i) any wire, cable, pipe, drain, duct, line, flue, chute, or other apparatus through which a Service passes through one Parcel to benefit another Parcel (it may also benefit the Parcel in which it is located but must benefit at least one other Parcel); and
 - (ii) any item of plant or equipment in which a Service is generated, contained or stored (e.g., water storage tanks, cooling towers and air conditioned units) which is located in one Parcel and benefits another Parcel (it may also benefit the Parcel in which it is located but must benefit at least one other Parcel).
- (lll) **Shared Costs** means:
- (i) in respect of the Shared Facilities
 - A. the Repair Costs;
 - B. the Operating Costs; and
 - C. any amount which the Committee determines is a Shared Cost in connection with one or more of the Shared Facilities.
 - (ii) the Management Fee;
 - (iii) the Facilities Management Fee;
 - (iv) Insurance costs; and
 - (v) any amount which the Committee determines is a Shared Cost in connection with the Shared Facilities.
- (mmm) **Shared Facility** means a facility identified in the Shared Facilities Register.
- (nnn) **Shared Facilities Consultant** means a consultant with not less than 5 years experience or expertise in the area of management and operation of facilities such as the Shared Facilities.
- (ooo) **Shared Facilities Register** means the table in Annexure B.
- (ppp) **Statement** means this Building Management Statement and all attachments and schedules to it and any amendments and variations.
- (qqq) **Statutory Easements** means all of the easements for support, shelter and protection, utility services and all ancillary rights conferred by Section 123D (4) of the Land Act.
- (rrr) **Subdivision** has the meaning given in section 7(2) of the Planning Act.
- (sss) **Substitute Representative** means the substitute representative of a Member appointed pursuant to clause 4.4(a)(ii).
- (ttt) **Total Loss** means damage to a Shared Facility or the Building which requires the demolition and dismantling of the remains of the Shared Facility and the total reinstatement of the Shared Facility.
- (uuu) **Treasurer** means the treasurer of the Committee.
- (vvv) **Unanimous Resolution** means a resolution passed at a meeting of the Committee without a vote being cast against it.
- (www) **Unit** means a unit within a Units Plan.

- (xxx) **Units Plan** means a units plan within the meaning of the Unit Titles Act registered in respect of part of the Building.
- (yyy) **Unit Titles Act** means the *Unit Titles Act 1925* (ACT).
- (zzz) **Unit Titles Legislation** means, as the context requires, the Unit Titles Act or the Management Act and all associated regulations.
- (aaaa) **Voting Entitlement** is the table identified as *Voting Entitlement* in the Reference Schedule.
- (bbbb) **Year/year** means each consecutive period of 12 months, the first commencing on the date of registration of this Statement.

1.2 Interpretation

In this Statement:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (d) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements of it;
- (e) the word 'include' (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind;
- (f) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (g) in the interpretation of this Statement no rule of construction applies to the disadvantage of one party on the basis that that party prepared or put forward this Statement;
- (h) if a word or phrase has a defined meaning, another part of speech or grammatical form in respect of that work or phrase has a corresponding meaning;
- (i) a reference to a document includes all amendments or supplements to that document, or replacements of it;
- (j) a reference to a party to a document includes that party's legal personal representatives, successors and assigns; and
- (k) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally.

2 BUILDING MANAGEMENT STATEMENT

- (a) This Statement:
 - (i) has been drafted in accordance with section 123F of the Land Act; and
 - (ii) is subject to, and incorporates the provisions of, section 123E of the Land Act;
 - (iii) does not detract from the Statutory Easements;
 - (iv) incorporates the covenants set out in section 123E of the Land Act;
 - (v) take effect as a deed; and
 - (vi) binds the successors in title to the Initial Owner and all successive Owners of a Parcel.

- (b) To the extent that there is any conflict between the provisions of this Statement and the provisions of the Land Act or the Unit Titles Legislation that cannot be contacted out of, the provisions of the Land Act or the Unit Titles Legislation (as applicable) take precedence.

3 CONDUCT OF PARTIES

3.1 Conduct of Parties

Each Owner and Member must:

- (a) comply with its obligations in this Statement;
- (b) ensure the Committee remains properly constituted in accordance with this Statement, the Land Act and, where applicable, the Unit Titles Legislation;
- (c) promptly comply with the directions of the Committee;
- (d) not hinder the implementation of decisions of the Committee; and
- (e) permit unrestricted access to their Parcel:
 - (i) by the Committee and its Officers to enable them to exercise their Functions in connection with the Shared Facilities; and
 - (ii) by, where necessary with workmen, tools, plant and equipment or as otherwise on the terms identified in this Statement or any Easement, which are located in its part of the Building:
 - A. the Committee;
 - B. the Managing Agent;
 - C. the Facilities Manager, if any;
 - D. any party to whom the Committee may have contracted to Repair the Shared Facilities;
 - E. any person authorised by the Committee; and
 - F. any other person authorised by this Statement; and
- (f) take all reasonable actions to ensure Occupiers and Invitees do not do anything to breach the provisions of this Statement.

3.2 Each Owner and Member is responsible for the actions of its Invitees and Occupiers.

- (a) Each Owner and Member must take all reasonable steps to ensure its Invitees and Occupiers comply with this Statement.
- (b) If an Owner or Member cannot ensure responsibility for its Invitees, then that Owner or Member must:
 - (i) take all reasonable steps to withdraw their consent to their Invitee being on or remaining in the Building; and
 - (ii) request that the Invitee to immediately leave the Building.
- (c) If this Statement prohibits an Owner or Member from doing a thing, that Owner or Member must not allow its Invitee or Occupier to do that thing.
- (d) Each Owner and Member must ensure its Invitees and Occupiers do not behave in a manner likely to interfere with the peaceful enjoyment of another Owner, Member, Occupier or Invitee in the Building.

- (e) Each Member must reimburse another Member for any loss, cost, expense or charge suffered or incurred by that Member as a result:
 - (i) of any act or omission of; or
 - (ii) the breach of this Statement by:
 - A. the Member's Invitees;
 - B. the Member's Occupiers; or
 - C. the Member's Owners.

4 COMMITTEE

4.1 Establishment

- (a) Pursuant to s123F(1) of the Land Act a building management committee ('Committee') is established to manage the use and operation of the Shared Facilities and to discharge the obligations and responsibilities conferred on a building management committee by the Land Act and other applicable legislation in connection with the Building.
- (b) Registration of this Statement establishes the Committee.
- (c) The Members must always have a Committee.

4.2 Member

Where a Parcel of the Building is:

- (a) a Units Plan, the Member is the Owners Corporation for the Units Plan.
- (b) a Crown Lease, the Member is the Owner of that Crown Lease as registered with ACT Land Titles Office.

4.3 Functions

The function of the Committee are to make decisions about matters delegated to the Committee under this Statement, including:

- (a) make decisions about the operation, insurance and Repair of the Shared Facilities;
- (b) change, add to or adjust the Shared Facilities;
- (c) change, add to or adjust the Shared Costs;
- (d) make decisions concerning the Shared Costs including:
 - (i) the manner in which they are paid;
 - (ii) the manner in which they are collected; and
 - (iii) the manner in which contributions to the Shared Costs are banked and the manner in which, and by whom, cheques are drawn;
- (e) convene and hold meetings, with a minimum of one per year and comply with any procedural requirements prescribed;
- (f) determine and levy contributions to the Administrative Fund and the Capital Works Fund and make payments from those funds;
- (g) effect the Insurances;
- (h) make decisions about the engagement of contractors and agents to assist it to carry out its Functions;

- (i) make decisions regarding:
 - (i) the appointment of a Managing Agent;
 - (ii) the terms of its engagement; and
 - (iii) any other matter in connection with the Managing Agent and its appointment;
- (j) make decisions regarding:
 - (i) the appointment of a Facilities Manager;
 - (ii) the terms of its engagement; and
 - (iii) any other matter in connection with the Facilities Manager and its appointment;
- (k) comply with this Statement, the Land Act , the Unit Titles Legislation; and
- (l) make and enforce Building Rules.

4.4 Representatives

- (a) Each Member:
 - (i) must appoint a Representative to represent it on the Committee;
 - (ii) may appoint a Substitute Representative (who must be a natural person) to attend a particular meeting or meetings which the Representative is unable to attend;
 - (iii) must promptly give the Committee details of the name, address and contact details of its Representative and Substitute Representative;
 - (iv) may change its Representative at any time;
 - (v) may change its Substitute Representative at any time; and
 - (vi) who is an Owners Corporation must give all necessary directions to its Representative and Substitute Representative to enable that Member to vote at meetings of the Committee.
- (b) Anything done by a Representative or Substitute Representative of a Member has the same effect as if done by the Member.
- (c) Each Representative and Substitute Representative is, without requiring any other authorisation, authorised to exercise the Members voting entitlement on any matter on behalf of the Member.

4.5 General Obligations of the Members

Each Member must:

- (a) Ensure the Committee remains properly constituted in accordance with this Statement and the Land Act;
- (b) promptly comply with its obligations under this Statement;
- (c) promptly comply with the directions of the Committee;
- (d) ensure the Committee effects and maintains the Insurances;
- (e) ensure the Committee convenes a meeting at least once a year;
- (f) ensure the Committee has in place an insurance policy regarding the repair of the Shared Facilities;
- (g) cause and permit the implementation of decisions of the Committee;
- (h) cause the Committee to carry out its Functions under this Statement; and

- (i) execute any document required to be executed by it that is necessary to implement decisions of the Committee.

4.6 Officers of the Committee

- (a) The Committee:
 - (i) must appoint a Chairperson for each meeting;
 - (ii) must appoint a Secretary;
 - (iii) may appoint a Treasurer;
 - (iv) may appoint a representative to hold more than one role or any other Officer considered necessary by the Committee; and
 - (v) must state the duties of an Officer on appointment if the Committee requires the officer to perform the Officer's duties under its directions.
- (b) The Chairperson, Secretary and Treasurer are Officers of the Committee.
- (c) To be eligible for appointment, an Officer must be a Representative or a Substitute Representative.
- (d) The Committee may by Ordinary Resolution:
 - (i) terminate the appointment of an Officer at any time;
 - (ii) appoint a new Officer at any time; and
 - (iii) appoint the same person to hold one or more of the positions referred to in clause 4.6(a).
- (e) An Officer ceases to be an officer in the following circumstances:
 - (i) they cease to be a Representative or Substitute Representative;
 - (ii) they are dismissed by the Committee;
 - (iii) the Committee appoints a replacement Officer to fill their position; or
 - (iv) the Officer resigns in writing from their position.

4.7 Secretary

The Functions of the Secretary are to:

- (a) perform the administrative, bookkeeping and secretarial Functions of the Committee;
- (b) convene meetings;
- (c) prepare and distribute notices of minutes of meetings; and
- (d) keep the books and the records.

4.8 Treasurer

The Functions of the Treasurer are to:

- (a) prepare budgets;
- (b) prepare financial Statements;
- (c) send out notices for, and collect and bank contributions to, the Administrative Fund and the Capital Works Fund;
- (d) pay accounts; and
- (e) keep the accounting records of the Committee .

4.9 Chairperson

- (a) The Functions of the Chairperson are to preside at those meetings of the Committee which they attend.
- (b) If the Chairperson does not attend a meeting, the Representative or Substitute Representative of the Chairperson may be appointed to chair that meeting.

4.10 Power to Contract

In the exercise of its Functions, the Committee may;

- (a) enter into contracts with a third party;
- (b) engage consultants, experts, lawyers and other such parties; and
- (c) appoint any party its agent to enter into contracts or other arrangements on behalf of the Committee.

4.11 Managing Agent and Facilities Manager

The Committee:

- (a) may appoint a Managing Agent; and
- (b) may appoint a Facilities Manager.

5 MEETINGS AND PROCEDURES FOR MEETINGS

5.1 Meetings

The Committee must hold a meeting if:

- (a) requested by notice in writing by a Member to convene the meeting;
- (b) the Committee resolves to hold the meeting;
- (c) the Managing Agent calls the meeting (if the Managing Agent has been delegated that function);
- (d) no other meeting has been held in the preceding 12 month period; or
- (e) the Committee is otherwise required to do so under this Statement, the Land Act or by the Unit Titles Legislation.

5.2 Request for a Meeting

- (a) Request for a meeting must:
 - (i) contain the terms of the proposed motion;
 - (ii) contain, in no more than 300 words, an explanation of the motion; and
 - (iii) be signed by the Representative or Substitute Representative of the Member requesting the meeting.
- (b) The Committee is not obliged to hold a meeting in accordance with a request from a Member who at the time of making the request has not paid to the Committee all amounts due and payable by it to the Committee.

5.3 Convening Meetings

A meeting may be convened by:

- (a) the Secretary;
- (b) another Officer if the Secretary is absent or unable to convene the meeting; or
- (c) the Managing Agent (if the Managing Agent has been delegated that Function).

5.4 Notice of Meetings

- (a) Notice of meetings can be provided in accordance with clause 24 or via such other means as determined by the Committee.
- (b) Notices to a Member must be addressed to the Member and sent to the Representative of the member as notified to the Committee from time to time.
- (c) Unless the Members otherwise agree, notices of meeting to a Member must be given at least 7 Business Days prior to the scheduled meeting.

5.5 Quorum

- (a) A quorum must be present at a meeting before the Committee may vote on any motion.
- (b) A quorum for a meeting is the Representative (or proxy) or Substitute Representative (or proxy) of each Member.
- (c) If a quorum is not present within half an hour from the time appointed for a meeting, the meeting is adjourned to be held on the 4th Business Day following the meeting unless within 2 Business Days following the meeting there is written agreement between all Members to hold the adjourned meeting on a different day, in which event the adjourned meeting must be held on that day.
- (d) Unless the Members unanimously agree otherwise, the Committee must hold the adjourned meeting at the same time of day and at the same place notified for the original meeting.
- (e) The quorum for the adjourned meeting is that number of Representatives or Substitute Representatives (or proxies) present at the time appointed for the adjourned meeting.
- (f) At an adjourned meeting, one Representative or Substitute Representative constitutes a quorum.

5.6 Minutes

Minutes of the meeting must be distributed to each Member within 10 Business Days of the meeting.

6 VOTING

6.1 Decisions

Decisions of the Committee may only be made:

- (a) At a properly convened meeting of the Committee; and
- (b) Other than as provided in clause 4.6(d), by a Unanimous Resolution, subject to the provisions of clause 6.6.

6.2 Voting

Each Member has the number of votes in accordance with the Voting Entitlement set out in the Reference Schedule.

6.3 Manner of Voting

- (a) Subject to the provisions of this Statement, each Member through its Representative or Substitute Representative is entitled to vote at meetings of the Committee.
- (b) A vote at a meeting of the Committee by a Representative or Substitute Representative entitled to vote or by a proxy must be cast in person unless the Committee by Unanimous Resolution passed at a meeting determines that a vote may be cast by any of the following means:

- (i) voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location; and
- (ii) voting by means of email or other electronic means before the meeting at which the matter is to be determined by the Committee which may include requiring voters to access a voting website and to vote in accordance with directions contained on that website.

6.4 No Unanimous Resolution

- (a) If a Unanimous Resolution is not obtained for a motion before a meeting of the Committee, then the motion must be deferred to a second meeting.
- (b) A deadlock occurs if a Unanimous Resolution is not reached on that motion at the second meeting.
- (c) Where a deadlock occurs, a Dispute is deemed to exist between the Members, to be resolved as provided in clause 23.

6.5 Instructions by a Member

The Representative and Substitute Representative of a Member must vote at meetings of the Committee according to the instructions given by the Member who appointed the Representative or Substitute Representative

6.6 Restrictions on voting

- (a) A Member is only entitled to vote at a meeting of the Committee if the Member has paid to the Committee all monies which are due and payable to the Committee including immediately before the meeting.
- (b) The Representative who is the Chairperson does not have a casting vote at meetings of the Committee.
- (c) A Member may vote on a motion regarding a Shared Facility only if the Member contributes towards the cost of the Shared Facility or the motion, if passed, has the effect that the Member is required to contribute towards the cost of the Shared Facility.

7 BOOKS AND RECORDS

7.1 Obligations of the Committee

- (a) The Committee:
 - (i) must keep records and books of account of all the amounts payable and payments made under this Statement;
 - (ii) must enter all matters and transactions usually entered in books of account kept by property managers; and
 - (iii) must keep copies of notices given or received, agendas, motions and minutes.
- (b) The Committee must keep records and information regarding all matters in connection with the Shared Facility including, without limitation, copies of all maintenance agreements relating to Shared Facilities.

7.2 Levy Certificate

- (a) A Levy Certificate from the Committee must contain the following information:
 - (i) the amount of any regular periodic contribution determined by the Committee to the Administrative Fund and the Capital Works Fund, the periods for which those contributions are payable and any discounts applicable for early payment;

- (ii) whether any contribution in respect of the Parcel is the subject of the application is unpaid, and if so, the amount unpaid and the date it was levied;
 - (iii) whether there is any amount recoverable from any other Owner in respect of any works or contributions identified in the levies statement;
 - (iv) any amount and rate of interest payable in relation to any unpaid contribution; and
 - (v) such other information as determined by the Committee.
- (b) The certificate must be in the form prescribed by any applicable Law. If there is no prescribed form the certificate must be in such form as prescribed by the Committee from time to time.
- (c) The Committee must provide a Levy Certificate on application by:
- (i) a Member;
 - (ii) the Owner of a Unit; and
 - (iii) any person authorised by any of the other persons referred to in this clause 7.2(c)
- (d) The Committee may charge a fee for issuing a Levy Certificate, which must be paid by the applicant to the Committee prior to the issue of the certificate.
- (e) The procedures to apply for a Levy Certificate are:
- (i) the applicant must make an application in writing to the Committee or, if one is appointed, the Managing Agent;
 - (ii) the applicant must pay the Committee a fee of an amount prescribed by Law or as determined by the Committee; and
 - (iii) the Secretary or Managing Agent must issue the Levy Certificate to the applicant within 5 Business Days after the written application for it has been properly made.

8 BUILDING RULES

8.1 Making and communicating Building Rules

- (a) The Committee may make Building Rules (and amend existing Building Rules) in connection with:
 - (i) access to and use of the Shared Facilities; and
 - (ii) matters arising out of this Statement.
- (b) The Committee must promptly send to each Member a copy of each Building Rule and amended Building Rule.
- (c) Members who are Owners Corporations must communicate each new Building Rule and each amendment to a Building Rule to the Owners of Units in its part of the Building within 10 Business Days of receiving notification of it from the Committee.

8.2 Inconsistency

Any Building Rule and any amendment to a Building Rule must not be inconsistent with this Statement. To the extent of any inconsistency, the provisions of this Statement prevail.

8.3 Parties and Owners must comply

Parties and Owners are bound by and must comply with all Building Rules.

8.4 Rules of an Owners Corporation

- (a) If the Building Rules are breached by the Owner or Occupier of a Unit then, at the request of the Committee, the Owners Corporation for the Units Plan must do all things necessary to enforce the provisions in this Statement against the person who has breached the Rules.
- (b) Each Member who is an Owners Corporation must ensure the rules for its Units Plan are not inconsistent with this Statement and the Building Rules. If there is inconsistency, then subject to compliance with the requirements of the Management Act, at the next annual general meeting following a request from the Committee, the Owners Corporation must do all things necessary to procure the passage of the necessary resolutions to amend its rules to rectify the inconsistency. Nothing in this clause 0 is to be interpreted as requiring the Owner's Corporation to amend the rules of its Units Plan where the proposed rule would contravene a prohibition imposed by the Management Act or the Unit Titles Act.

9 EASEMENTS

- (a) In addition to the Statutory Easements, pursuant to section 123F(2)(f) of the Land Act the Building Easements benefitting and burdening the Parcels are granted by the Parties.
- (b) Members whose Parcel contains a Shared Facility or who are entitled to access and use a Shared Facility must not do anything which unreasonably prevents, hinders or delays a Member with the benefit or burden of an Shared Facility or Easement from carrying out its Functions unless those Functions are inconsistent with this Statement.
- (c) Members must not exercise their rights in connection with an Easement in a manner that unreasonably interferes with another Member, another Member's Owners or another Member's Occupiers from peacefully enjoying their Parcel.

10 SHARED FACILITIES

10.1 Shared facilities

- (a) Shared Facilities are services and facilities in the Building which are located in one or more Parcels which are accessed and used by Members, Owners and Occupiers of other Parcels.
- (b) A Shared Facility may be owned by one or more Members and the provisions of this Statement apply regardless of ownership.
- (c) The Shared Facilities Register identifies the Shared Facilities and the allocation of the costs for those Shared Facilities.
- (d) Each Shared Facility includes;
 - (i) the items of Apparatus forming part of it;
 - (ii) any room or areas in which it is located;
 - (iii) parts of consumables used in connection with its operation and Repair; and
 - (iv) any alteration to, addition or replacement of it.

10.2 Responsibility of the Committee

- (a) Unless this Statement allocates responsibility to a Member, the Committee has the following responsibility in respect of each Shared Facility;
 - (i) insure it;
 - (ii) operate it;
 - (iii) keep it safe;
 - (iv) keep it clean;

- (v) keep it in a state of good and serviceable repair;
 - (vi) arrange for inspection if required by any Authority or any Law; and
 - (vii) obtain all relevant certificates required by any Authority or any Law.
- (b) The Committee may enter into arrangements with third parties to operate and Repair the Shared Facilities.

10.3 Government Agency Compliance

The Committee must if required by any Authority, Law or Insurer:

- (a) arrange for the inspection of the Shared Facilities; and
- (b) obtain any certification of the Shared Facilities.

10.4 Use of the Shared Facilities

- (a) Unless specified elsewhere in this Statement, the Members entitled to access and use a Shared Facility are the Members who contribute to the costs of the Shared Facility.
- (b) Where the Member is an Owners Corporation, Owners and Occupiers of Units are entitled to use the Shared Facility (subject to this Statement, any Building Rules and the rules of the Units Plan).
- (c) Where the Member is a Crown lessee, Occupiers of the area demised by the Crown Lease are entitled to use the Shared Facility (subject to this Statement, any Building Rules and any applicable rules of any Units Plan).
- (d) Each Member entitled to access and use a Shared Facility:
 - (i) may only use a Shared Facility for its intended purpose;
 - (ii) must immediately notify the Committee once it becomes aware of any damage or defect in a Shared Facility; and
 - (iii) must compensate the Committee for any damage to a Shared Facility caused by them, their visitors, contractors, employees or any other person under their control.

10.5 Noise management plan

Members must not do anything to cause a breach of any noise management plan that is required to be in place in accordance with the requirements of any Crown Lease or Development Consent.

11 SHARED COSTS

11.1 Identification

- (a) Shared Costs are the costs and expenses incurred by the Committee in carrying out its Functions.
- (b) Shared Costs include:
 - (i) the costs and expenses in connection with the Shared Facilities;
 - (ii) the costs and expenses of the services provided to the Committee;
 - (iii) the costs and expenses in connection with the Insurances;
 - (iv) any cost which the Committee determines is a Shared Cost.

11.2 Apportionment of Shared Costs

- (a) The proportion of the Shared Costs payable by Members are set out in the Shared Facilities Register.

- (b) If there is no apportionment of the cost of a Shared Facility and costs are incurred in connection with that Shared Facility, the Committee may determine that proportion by Unanimous Resolution.

11.3 Obligations of the Committee

- (a) The Committee must levy contributions on Members to meet the Shared Costs.
- (b) Members must pay those contributions in the proportions and in the manner provided by this Statement.

11.4 Collecting Costs

If an amount owing to the Committee is not paid on or before the date it is payable, the Committee may recover the amount as a debt from the Member, together with interest pursuant to clause 15.6.

12 HOW THE SHARED FACILITIES REGISTER CAN BE CHANGED

Changes may be made to the Shared Facilities Register:

- (a) by a Unanimous Resolution of the Committee or order of a court or tribunal in accordance with clause 13;
- (b) in accordance with the review process in clause 14; or
- (c) at the request of the Initial Owner in accordance with clause 20.3.

13 RESOLUTION OR ORDER TO CHANGE SHARED FACILITIES REGISTER

13.1 Resolution or Order

The Shared Facilities Register may be amended by a Unanimous Resolution of the Committee or by an order of a court or tribunal with competent jurisdiction.

13.2 Amending this Statement

- (a) If it is required to amend the Shared Facilities Register pursuant to clause 13.1 the Committee must put in place arrangements to effect the amendment.
- (b) Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to make the amendment.
- (c) The Committee must cause the relevant documents to be registered at the ACT Land Titles Office. Each Member must do all things and procure all things that are within their power of procurement to be done, that are required to be done to enable the registration of the amendment with ACT Land Titles Office.

14 REVIEW OF THE SHARED FACILITIES REGISTER

14.1 Review of the Shared Facilities Register

- (a) The Committee must review the Shared Facilities Register at least once every 5 years to ensure that the allocation of costs remains fair.
- (b) The Committee must review the Shared Facilities Register as soon as practicable (and in any event no later than 28 days) after it becomes aware of any change in the Shared Facilities (including any change in the use of a Shared Facility) to ensure that the allocation of costs remains fair.
- (c) The review when there is a change in the Shared Facilities (including any change in the use of a Shared Facility) must take place as follows:
 - (i) the Committee must appoint a Shared Facilities Consultant to conduct a review of the Shared Facilities Register as a result of the change;
 - (ii) the Committee must instruct the appointed person:

- A. to conduct the review and make the determination based on the assumption that, other than the identified change which has caused the review, the Shared Facilities Register contains an accurate identification of the Shared Facilities and the parts of the Building that use them;
 - B. to complete the review and make the determination within 28 days of the appointment or such longer period that the Committee may approve.
- (iii) The Committee may also request the Shared Facilities Consultant to ascertain whether the Shared Facilities Register provides a fair allocation of the costs for those Shared Facilities between the Parcels that use them.

14.2 Amending this Statement

- (a) If as a result of a review a change is required to the Shared Facilities Register requiring an amendment to this Statement, the Committee must put in place arrangements to effect the amendment.
- (b) Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to make the amendment.
- (c) The Committee must cause the relevant documents to be registered at the ACT Land Titles Office. Each Member must do all things and procure all things that are within their power of procurement to be done, that are required to be done to enable the registration of the amendment with ACT Land Titles Office.

15 FINANCIAL AFFAIRS

15.1 Administrative Fund and Capital Works Fund

- (a) Within one month after registration of this Statement, the Committee must establish an Administrative Fund and a Capital Works Fund.
- (b) The Committee must use the Administrative Fund to:
 - (i) pay the day to day expenses of operating, cleaning, maintaining, and Repairing the Shared Facilities;
 - (ii) pay the premiums for the Insurances; and
 - (iii) pay any other costs which are not Capital Works Fund costs.
- (c) The Committee must use the Capital Works Fund to pay all costs for renewing, upgrading and replacing Shared Facilities.

15.2 Budget

- (a) The Committee must determine a budget for each year.
- (b) Each budget must be based on an estimate of the costs and expenditure to:
 - (i) pay the Shared Costs; and
 - (ii) satisfy any obligation of the Committee under this Statement, the Land Act or the Unit Titles Legislation or any other applicable Law.
- (c) Each budget must contain itemised details of:
 - (i) each Shared Facility for which a Member is responsible to contribute;
 - (ii) each item of Insurance for which a Member is responsible to contribute;
 - (iii) the amount which each Member must contribute to the Administrative Fund for each Shared Facility;
 - (iv) the amount which each Member must contribute to the Capital Works Fund; and

- (v) the amount which each Member must contribute to each item of insurance.

15.3 Contributions

- (a) The Committee must determine the amount of the contributions it will need for the Administrative Fund and Capital Works Fund for each year. The amount of the contributions must be based on the budget for the relevant year.
- (b) The Committee must levy Members their contributions to the Administrative Fund and Capital Works Fund in accordance with their relevant proportions for the relevant Shared Facility.
- (c) Contributions are due and payable by Members of any period determined by the Committee, which, in the absence of agreement to the contrary, must be quarterly.

15.4 Additional amounts payable

If the amounts payable or paid under clause 15.3 are insufficient, the Committee can by notice require each Member to pay an additional amount to either the Administrative Fund or the Capital Works Fund to enable the Committee to carry out its obligations under this Statement and the Unit Titles Legislation.

15.5 Payment by Members

Each Member must pay each levy contribution within 30 days of the due date for the payment of the levy and if it does not do so it must pay interest in accordance with clause 15.6

15.6 Interest

- (a) A Member must pay interest on each amount payable by it but not paid within 30 days of the due date, with the interest being calculated from and including the date on which the payment was due until the date it is paid.
- (b) The Committee must calculate interest on daily balances at the same rate payable on unpaid levies under the Management Act.
- (c) A member must reimburse the Committee the costs incurred by it in pursuing the late payment of any amount owing by it to the Committee. The costs may include the debt recovery fees charged by a debt collector engaged by the Committee or the Managing Agent.

15.7 Financial Statement

As soon as practicable, but no later than 3 months after the expiration of each 12-month period, the Committee must provide each Member with an audited financial Statement of the funds in the Administrative Fund and Capital Works Fund.

15.8 Deposit of Monies

- (a) The Committee must open accounts for the Administrative Fund and Capital Works Fund with its bank, building society or credit union.
- (b) The Committee must:
 - (i) deposit into the Administrative Fund all money received from Members as contributions to the Administrative Fund; and
 - (ii) deposit not the Capital Works Fund all money received from Members a contributions to the Capital Works Fund.
- (c) The Committee must pay all invoices, Statements and accounts of the Committee out of either the Administrative Fund or the Capital Works Fund in the matter required by clauses 15.1(a) and 15.1(c).

- (d) Interest accrued on monies in the Administrative Fund must be credited to the Administrative Fund and interest accrued on monies in the Capital Works Fund must be credited to the Capital Works Fund.

15.9 Surplus Funds

- (a) The Committee may distribute surplus funds in the proportion in which each Member contributed to the surplus funds.
- (b) The decision to distribute surplus funds must be by way of Unanimous Resolution.

15.10 Dispute

- (a) If there is a Dispute about the payment of a contribution, before resolution of the Dispute, each Member must pay the amounts determined by the Committee.
- (b) After resolution of the Dispute the Committee must make an appropriate adjustment, payment or refund.

16 MAINTENANCE AND REPAIR

16.1 Obligations of Members

- (a) Each Member must:
 - (i) properly maintain and keep in a state of good and serviceable repair its part of the Building;
 - (ii) ensure the structural integrity of its part of the Building is maintained; and
 - (iii) whenever reasonably necessary, renew or replace any item or equipment which, if not renewed or replaced, could have an adverse impact on the proper functioning of any Shared Facility.
- (b) The obligations of each Member in this clause are subject to fair wear and damage by fire, explosion, war, water and any other risk covered by Insurances effected by the Committee.

16.2 Exclusion

Regardless of anything to the contrary in this Statement, clause 16.1 does not oblige a Member to maintain Shared Facilities which are the responsibility of the Committee.

16.3 Failure of a Member to carry out its Obligations

- (a) If a Member fails to carry out its obligations in this clause 16, then either another Member or the Committee (the 'Exercising Party') may carry out that obligation in the manner contemplated by this clause.
- (b) After giving not less than 21 days' notice, the Exercising Party may enter the Member's Parcel with or without tools, equipment and contractors and remain there for such a period of time as may be reasonable to exercise its rights in this clause 16.
- (c) In exercising its rights in this clause, the Exercising Party must:
 - (i) ensure all work is done properly;
 - (ii) cause as little interference as practical to the Member and any Occupier of the Parcel;
 - (iii) cause as little damage as possible; and
 - (iv) if damage is caused to the Building, restore it as nearly as practicable to the condition it was in before the damage occurred.
- (d) Except where urgent work is required, the Exercising Party must:

- (i) by written notice to the Member, give it a reasonable period of time having regard to the nature of the obligation, to carry out the obligation which it has failed to perform; and
 - (ii) give the Member reasonable notice of intention to exercise its right in this clause.
- (e) The Exercising Party may recover from the Member as a debt due and owing in any competent court of jurisdiction of any monies expended or incurred by the Exercising Party in exercising its rights and obligations in this clause 16.

16.4 Access Rights

- (a) When exercising its rights and obligations in clause 16.1 or clause 16.3, a Member or the Exercising Party must use its reasonable endeavours to exercise those rights and obligations within the boundaries of its own Parcel.
- (b) If, having used its best endeavours, a Member or the Exercising Party requires access over any other Parcel for the purposes of exercising its rights and obligations in clause 16.1 or clause 16.3, it may do so after giving reasonable notice in writing to the relevant Member.

16.5 Defects

- (a) If repair or maintenance work is required to a Shared Facility or if a Shared Facility requires replacement and that Shared Facility or Member in whose Parcel the Shared Facility is located has the benefit of a warranty (whether implied by legislation, in contract or elsewhere), then if requested by the Committee that Member must do all that is necessary to have the relevant Shared Facility Repaired and replaced under the warranty.
- (b) If agreed between the Committee and the Member, the Member must (if it is possible to do so) assign or novate the benefit of warranty to the Committee to enable the Committee to enforce the warranty.

17 MANAGING AGENT

17.1 Appointment

- (a) The Committee has the power to and may:
 - (i) appoint a Managing Agent; and
 - (ii) enter into an agreement with the Managing Agent to assist the Committee to perform its secretarial and administrative functions.
- (b) The Managing Agent appointed by the Committee must be a Managing Agent as contemplated by the *Agents Act 2003 (ACT)*.

17.2 Delegation of Functions

- (a) Subject to clause 17.2(b) the Committee may delegate some or all of its Functions, including the Functions of its Officers to the Managing Agent.
- (b) The Committee may not delegate the following Functions to the Managing Agent:
 - (i) any Function which the Committee may only exercise by a Unanimous Resolution;
 - (ii) the appointment or removal of an Officer;
 - (iii) the Function to determine and levy contributions on Members; and
 - (iv) any Function which the Committee decides by Unanimous Resolution may only be performed by the Committee.

17.3 Management Fee

The Members must contribute to the Management Fee in the proportions set out in the Shared Facilities Register.

18 FACILITIES MANAGER

18.1 Appointment

The Committee has the power to and may:

- (a) appoint a Facilities Manager; and
- (b) enter into an agreement with the Facilities Manager to assist the Committee to perform its Functions under this Statement.

18.2 Delegation of Functions

- (a) Subject to clause 18.2(b) the Committee may delegate some of its Functions, including the Functions of its Officers to the Facilities Manager.
- (b) The Committee may not delegate the following Functions to the Facilities Manager:
 - (i) any Functions which the Committee may only exercise by a Unanimous Resolution;
 - (ii) the Function to determine and levy contributions on Members; and
 - (iii) any Function which the Committee decides by Unanimous Resolution may only be performed by the Committee.

18.3 Facilities Management Fee

If the Facilities Manager is appointed, the Members must contribute to the Facilities Management Fee in the proportions set out in the Shared Facilities Register.

18.4 Obligations of the Facilities Manager

The Committee may require the Facilities Manager to:

- (a) ensure or supervise the proper operation and Repair of the Shared Facilities;
- (b) implement decisions made by the Committee;
- (c) carry out the obligations of the Committee in respect of any contract;
- (d) comply with any obligations the Committee under the Land Act, the Unit Titles Legislation or this Statement; and
- (e) carry out any other Functions agreed between the Committee and the Facilities Manager.

19 INSURANCES AND RELEASE

19.1 Insurances

- (a) The Committee must effect the following Insurances for the Shared Facilities (and, subject to a Unanimous Resolution of the Committee, the Building) and keep insured for their replacement value from time to time against all of the following risks:
 - (i) fire, lighting, tempest, earthquake and explosion;
 - (ii) riot civil commotion, strikes and labour disturbances;
 - (iii) malicious damage;
 - (iv) bursting leaking and overflowing of boilers, water tanks, water pipes and associated apparatus;
 - (v) impact of aircraft (including parts of and objects falling from aircraft)

- (vi) machinery breakdown insurance for each Shared Facility which is not covered under warranty;
 - (vii) public liability insurance for each Shared Facility;
 - (viii) workers compensation of required by Law;
 - (ix) any other insurance decided by the Committee or required by Unit Titles Legislation from time to time; and
 - (x) all costs incidental to the reinstatement or replacement of the insured building, including the cost of removing debris and the fees of architects and other professional advisers;
- (b) The Committee must take out each policy:
- (i) in the name of the Committee comprising of each Member (with full name described) and as required by the Land Act; and
 - (ii) note the joint names of each Member for their respective rights and interests; and
 - (iii) if applicable, note the name of a mortgagee under a mortgage for that Member's respective rights and interests.

19.2 Review Insurances

The Committee must:

- (a) review the Insurances at least once every 12 months; and
- (b) immediately effect new insurances or adjust existing Insurances if there is an increase in or a new risk to the Building.

19.3 Affect Insurances

- (a) Whenever a Member is an Owners Corporation the Committee must effect an arrangement to insure the Building in accordance with the requirements prescribed the Unit Titles Legislation.
- (b) A Member must not at any time do anything that might:
 - (i) void or prejudice the Insurances; or
 - (ii) increase the premiums for the Insurance.
- (c) Clause 19.3 does not apply if the Member first obtains the consent of the Committee, which may be issued on the condition that the Member enters into a binding agreement assuming an obligation to pay or compensate for that increase and complying with that obligation.
- (d) If a Member does anything to increase an Insurances premium, the relevant member must pay the increased amount.

19.4 Use by a Member of property

- (a) If a Member is permitted to occupy, use or have access to or from any part of another Member's Parcel, that Member:
 - (i) does so at its own risk; and
 - (ii) releases the other Member from any:
 - A. claim or demand of any kind; and
 - B. liability which may arise from any accident or damage to property or death of or injury to any person in or near that other Member's Parcel or the Building, relating to such use of the property.

- (b) Clause 19.4(a)(ii)B does not apply to the extent of the damage, death or injury was caused by the negligence or wilful act of another Member.

19.5 Payment of excess

Each Member is responsible for the excess payment of any insurance claim that has been made as a result of damage within that Member's part of the Building, but excluding damage to any Shared Facility which responsibility for the excess payment remains with the Committee.

19.6 Payment of premiums

The Committee must ensure the Members pay the premiums in the relative proportion of replacement value.

19.7 Insurance by Members

- (a) Each Member must effect the following insurances on their part of the Building:
 - (i) public liability insurance;
 - (ii) office bearers liability insurance;
 - (iii) machinery breakdown insurance for plant and equipment which is not a Shared Facility and which is not covered under warranty;
 - (iv) legal defence cost;
 - (v) workers compensation (if applicable); and
 - (vi) if the Member is an owners Corporation, contents insurance for its Common Property.
- (b) Each Member must give the Committee copies of its insurance policies within 4 Business Days of a request from the Committee.

20 DEVELOPMENT ACTIVITIES BY THE INITIAL OWNER

20.1 Initial Owner

Reference to the Initial Owner in this clause 20 includes any person acting on behalf of the Initial Owner.

20.2 Development Activities

- (a) Subject to this clause 20, the Initial Owner may carry out Development Activities without interference from any Member.
- (b) When carrying out a Development Activity, without being required to provide notice to any Member, Owner or Occupier, the Initial Owner:
 - (i) may access all reasonable and relevant parts of the Building (including Common Property and Shared Facilities) for the purposes of carrying out the activity for such reasonable period of time as may be necessary; and
 - (ii) may authorise other parties to do so.

20.3 Shared Facilities and Shared Costs

- (a) When carrying out a Development Activity, the Initial Owner may access, use, connect to, change, relocate, alter, add to or temporarily disconnect any Shared Facility.
- (b) The Parties acknowledge:
 - (i) as a consequence of carrying out a Development Activity, it may be necessary for the Initial Owner to change the Shared Facilities Register to more accurately reflect the arrangements in connection with the facilities and costs; and

- (ii) any such changes would require an amendment to this Statement registered with the ACT Land Titles Office.
- (c) The Initial Owner may:
 - (i) as a consequence of carrying out a Development Activity; or
 - (ii) pursuant to the requirements of a Development Consent, require or recommend to the Committee to amend this Statement.
- (d) If the Initial Owner:
 - (i) as a consequence of carrying out a Development Activity or
 - (ii) pursuant to the requirements of a Development Consent, requires or recommends that this Statement is amended, the Committee must put in place arrangements to effect the amendment.
- (e) Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to make the amendment.
- (f) The Committee must cause the relevant documents to be registered with the ACT Land Titles Office. Each Member must do all things and procure all things that are within their power of procurement to be done, that are required to be done to enable the registration of the amendment with the ACT Land Titles Office.

20.4 General Obligations of the Parties

- (a) Each Member agrees:
 - (i) it will not object to any change or amendment to the Shared Facilities Register recommended or required by the Initial Owner as a result of Development Activity undertaken by the Initial Owner;
 - (ii) it will not object to a Development Activity by the Initial Owner;
 - (iii) it will not do anything to hinder or prevent the Initial Owner carrying out a Development Activity; and
 - (iv) if consent is required to execute a document to enable the Initial Owner to carry out a Development Activity, it will execute that document within 14 Business Days of a request from the Initial Owner to do so.
- (b) Each Member must vote in the appropriate manner at the relevant meeting to enable the Initial Owner to carry out a Development Activity.

20.5 Indemnity in Favour of the Initial Owner

A Member who breaches its obligations in this clause 20 agrees to indemnify the Initial Owner and keep the Initial Owner indemnified against all losses, costs, claims expenses and liabilities incurred or for which the Initial Owner become liable arising out of a breach of this clause 20 by that Member.

20.6 Meeting

- (a) This clause 20.6 applies if the Initial Owner is a Member.
- (b) To the extent of any inconsistency between this clause 20 and any other clause in this Statement, the provisions of this clause 20 prevail.
- (c) For the purposes of making a decision about a Development Activity:
 - (i) a meeting of the Committee may be called by the Representative or Substitute Representative of the Initial Owner;
 - (ii) a quorum comprises the Representative or Substitute Representative of the Initial Owner is present at the meeting; and

- (iii) the vote of the Representative or Substitute Representative of the Initial Owner is sufficient to pass a motion at a meeting of the Committee.

21 DAMAGE OR DESTRUCTION TO THE BUILDING

21.1 Partial Damage

The following provisions apply in the event of Partial Damage:

- (a) the Parties and the Member and any mortgagee having an interest in the Insurances must do all things necessary in their respective parts to make a claim on the Insurances relating to such damage and to pursue the claim if necessary.
- (b) Where Partial Damage is confined to that part of the Building owned by a Member (the "Affected Member"), the moneys received by the Member and any mortgagee having an interest in the Insurances in respect of such damage must be paid to the Affected Member and such monies must be applied by the Affected Member in the rebuilding, replacing, Repairing or restoring the portion of the Building so damaged, as the case may require.
- (c) Where Partial Damage is not confined to that part of the Building owned by a Member, the moneys received by the members and any mortgagee having an interest in the Insurances in respect of such damage must be divided between the Members in such equitable manner as the Members may agree having regard to the cost of making good the damage. Such moneys must be applied by the Members in rebuilding, replacing, Repairing and restoring the portions of the Building so damaged, as the case may require. The provisions of clause 23 will apply to any Dispute regarding the apportionment of the money received.
- (d) Each Member shall be entitled to reasonable access to relevant parts of the Building for the purpose of effecting such repairs.

21.2 Total Loss of Shared Facility

The following provisions apply in the event of Total Loss:

- (a) The Members and any mortgagee having an interest in the Insurances must promptly make joint approaches to:
 - (i) the insurer to elect reinstatement as the basis of settlement; and
 - (ii) to the relevant Governmental Agencies with a view to reinstating the Building in accordance with its original design. The Members must co-operate with each other and the Governmental Agencies with a view to obtaining the relevant approvals to reinstate the Building in accordance with its original design.
- (b) The Members and any mortgagee having an interest in the Insurances must do all things necessary on their respective parts as insured parties to make a claim on the Insurances and to pursue the claim if necessary.
- (c) If the Insurer elects reinstatement as the basis of settlement and reinstatement of the Building in accordance with its original design from the proceeds of the Insurances:
 - (i) the Members and any mortgagee having an interest in the Insurances must apply the proceeds of Insurances forthwith in such reinstatement; and
 - (ii) the Members and each mortgagee must co-operate with each other regarding such reinstatement and must do all things to assist each other to ensure reinstatement of the Building in accordance with its original design as soon as practicable.
- (d) If, instead of reinstatement as the basis for settlement, the Insurer elects to pay an amount specified in the policy as the basis of settlement:

- (i) each Member shall receive a proportion of the proceeds of the Insurances paid by the Insurer in the same proportion that the premium was payable by it;
- (ii) the Members and any mortgagee having an interest in the Insurances will ensure that any moneys paid to them are applied in this manner:
 - A. each Member has an obligation to apply such proceeds towards reinstatement of that part of the Building on its land;
 - B. each Member must advise the other of its decision whether or not it will reinstate that part of the Building on its land within a reasonable time of such payment; and
- (iii) the Members must as soon as practicable cause the site of the Building to be cleared of all debris and the cost of such clearing shall be a Shared Cost.

22 AMENDING THIS STATEMENT

22.1 Amendment of Statement

This Statement may only be amended by a Unanimous Resolution of the Committee or by an order of a court or tribunal with competent jurisdiction.

22.2 Registration of Amendment

- (a) If it is required to amend the Shared Facilities Register pursuant to clause 13.1 the Committee must put in place arrangements to effect the amendment.
- (b) Each Member must vote in the appropriate manner at the relevant meeting to enable the Committee to fulfil its obligations to make the amendment.
- (c) The Committee must cause the relevant documents to be registered at the ACT Land Titles Office. Each Member must do all things and procure all things that are within their power of procurement to be done, that are required to be done to enable the registration of the amendment with ACT Land Titles Office.

23 DISPUTES

23.1 Parties & Nature of Dispute

The party or parties to a Dispute entitled to serve a Dispute Notice are any combination of:

- (a) the Committee; and
- (b) a Member or Members.

23.2 Avoidance of Doubt

For the avoidance of doubt:

- (a) the Occupier of a Parcel (including their invitees) (unless they are also a Member) may not be a party to a dispute; and
- (b) Owners and Occupiers of Units (including their invitees) (unless they are also a Member) may not be a party to a Dispute.
- (c) A Dispute means any disagreement or differences between the parties to the Dispute:
 - (i) which arises in circumstances contemplated by this Statement;
 - (ii) about whether a party to the Dispute is carrying out its Functions under this Statement in accordance with its obligations in this Statement;
 - (iii) on the interpretation or construction of a provision in this Statement;
 - (iv) about resolutions of the Committee;
 - (v) about the manner in which a Shared Facility is operated or Repaired; or

- (vi) about the manner in which contributions to the Administrative Fund or the Capital Works Fund are determined or levied.

23.3 Notice of a Dispute

- (a) A person entitled to serve a Dispute Notice may do so at any time by serving the Dispute notice in the manner required by this clause.
- (b) A person notifies another person or parties by serving a Dispute Notice.
- (c) A Dispute Notice must:
 - (i) identify the subject matter of the Dispute;
 - (ii) state the facts upon which the person relies;
 - (iii) identify the provisions of the Statement relevant to the Dispute;
 - (iv) have attached copies of all correspondence and background information relevant to the Dispute in the possession and control of the person giving the Dispute Notice; and
 - (v) contain any particulars of the amount of money in Dispute (if any).

23.4 Obligation to Resolve

- (a) When a dispute Notice is served the parties to the Dispute:
 - (i) must meet at least once within the 14 Business Days of service of the Dispute Notice; and
 - (ii) must use their reasonable endeavours in good faith to resolve the Dispute within 28 Business Days of service of the Dispute Notice.
- (b) If agreement is reached between the parties to a Dispute within the 28 Business Day period referred to in this clause, then the person serving the Dispute Notice must withdraw the Dispute Notice and the parties to the Dispute must agree with the agreed action.

23.5 Appointment of an Expert

- (a) If within 28 Business Days of service of the Dispute Notice the parties to the Dispute have not resolved the Dispute then at any time after that date, a party to the Dispute may serve a notice on the other parties to the Dispute requesting the matter to be referred to an Expert.
- (b) If the parties to the Dispute cannot agree on the identity of the Expert to be appointed within 14 Business Days of service of the notice under clause 23.5(a) then at any time after that date until the parties do agree on the identity of an Expert any party to the dispute may request the President of the Law Society of ACT to appoint the expert.
- (c) The appointment must require the Expert to make a decision within 20 Business Days of the appointment.
- (d) The expert may appoint consultants as the Expert thinks necessary to advise on any aspect of the Dispute.

23.6 Identity of Qualifications

The appointed Expert must:

- (a) have not less than 5 years' experience; and
- (b) have all necessary or appropriate qualifications,

regarding the subject of the Dispute (e.g. an electrical engineer, a hydraulics engineer or a fire consultant or the party who prepared the original Shared Facilities Register; or in respect of interpretation of the Statement, a lawyer).

23.7 Submission to Expert

- (a) Each party to a Dispute may make written submission to the Expert about the Dispute and costs.
- (b) If a party to the dispute makes a submission, that party must:
 - (i) Submit it within 10 Business Days of the appointment of the Expert; and
 - (ii) Provide the other parties to the Dispute with a copy of the submission within 24 hours of its submission to the Expert.
- (c) A Member who makes a submission must:
 - (i) co-operate with the Expert; and
 - (ii) as required by the Expert, promptly provide the Expert with information in the possession or control of that Member and relevant to the matter to be determined.
- (d) Clause 23.7(c)(ii) does not apply if the information would be subject to a claim for privilege if the matter were the subject of legal proceedings.
- (e) Within 20 Business Days of the Expert's appointment, the Expert must determine the matters in dispute having regard to the written submissions, this Statement and the Experts own enquires.

23.8 Experts Determination

- (a) The Expert acts as an expert and not as an arbitrator.
- (b) Except as a matter of Law, the expert's decision including any decision about the expense arising from the Dispute is final and binding on each party to the Dispute.
- (c) The Expert must:
 - (i) give reasons for the determination; and
 - (ii) determine how the cost of any determination is paid.

23.9 Costs

- (a) The parties to the Dispute must equally share the costs of the Expert and any consultant appointed by the Expert unless the Expert makes a different determination.
- (b) Each Member is responsible for their own costs in connection with the Dispute unless the Expert makes a different determination.

23.10 Other Action

- (a) If there is any disagreement between the parties arising out of or in connection with this Statement which is not a Dispute then:
- (b) The parties to the disagreement must use their reasonable endeavours in good faith to resolve the disagreement within 28 Business Days of service of a notice by one party on the other about the disagreement (which notice must contain in reasonable detail the matter the subject of the disagreement with a suggestion solution); and
- (c) If the parties cannot resolve the disagreement the parties agree that subject to the provisions of any Law to the contrary their appropriate course of action (if there is a course of action) is in the relevant court of competent jurisdiction.

24 NOTICES AND SERVICE

24.1 Methods of Giving Notices

All notices given under this Statement shall be in writing and may be validly given by anyone of the following means:

- (a) by email if a Member has given its email address and consented to receiving notice by email;
- (b) by sending it by prepaid post or by document exchange to the address of the party to be served or its solicitor; or
- (c) by delivering it to the party to be served or to its solicitor.

24.2 Service of Notices

- (a) A notice shall be deemed to be given and received:
 - (i) if sent by pre-paid post or by document exchange, 2 Business Days after it has been posted or has been delivered to the document exchange centre;
 - (ii) if sent electronically by email, on the earlier of:
 - A. receipt by the sender of an automated message confirming delivery; or
 - B. four hours after the time sent (as recorded on the sender's email system and being counted as hours from 9.00am to 5.00pm on a Business Day) unless the sender receives an automated message that the email has not been delivered or the recipient is 'out of office'; and
- (b) if delivered during Business Hours, on the day of delivery; and if delivered outside Business Hours, on the first Business Day after the day of delivery.

24.3 Address for Service

The address of:

- (a) each of the Members for service is as recorded with ACT Land Titles Office (or at such other address or number as is subsequently notified by a Member in writing as being its address or number for service under this Statement); and
- (b) the Committee is:
 - (i) as recorded with ACT Land Titles Office;
 - (ii) if a Managing Agent is appointed, the Managing Agents Office; or
 - (iii) at such other address or number as is subsequently notified by the Committee to the Members in writing as being its address or number for service under this Statement

25 LEGAL ADVICE

25.1 Approval by Committee

The Committee must not seek legal advice or the provision of other legal services, or initiate legal action, for which any payment may be required unless a Unanimous Resolution is passed at a properly convened meeting of the Committee approving seeking the advice of services or the taking of that action.

25.2 Members Entitlement

Nothing in clause 25.1 prevents a Member from obtaining their own legal advice or, subject to the provisions of clause 23, instigating proceedings to compel another member to comply with their obligations under this Statement.

26 GENERAL

26.1 Waiver

A provision of or right created under this Statement may only be waived if the waiver is in writing and signed by the Member granting the waiver.

26.2 Exercise of a right

- (a) A Member may exercise a right:
 - (i) at the Member's discretion; and
 - (ii) separately or together with another right.
- (b) If a Member exercises a single right or only partially exercises a right, that Member may still exercise that right or any other right later.
- (c) If a Member failed to exercise a right or delays in exercising that right, that Member may still exercise that right later.

26.3 Severance

- (a) Subject to clause 26.3(b):
 - (i) If a provision of this Statement is void or voidable, unenforceable or illegal but would not be void, voidable unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (ii) If, despite clause 26.3(a), a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (iii) In any other case the whole provision must be severed.
- (b) If an event under clause 26.3(a) occurs, the remainder of this Statement continues in full force and effect.

EXECUTION PAGE

Owner Lot 1

Executed by TP GIRALANG PTY LTD)
ACN 660 381 948 in accordance with section 127)
of the Corporations Act 2001:)
)
)

Name: Zhengmin Pan
Signature of Sole Director/Secretary

Owner Lot 2

Executed by TP GIRALANG PTY LTD)
ACN 660 381 948 in accordance with section 127)
of the Corporations Act 2001:)
)
)

Name: Zhengmin Pan
Signature of Sole Director/Secretary

ANNEXURE A – REFERENCE SCHEDULE

1.	Initial Owner	TP GIRALANG PTY LTD ACN 660 381 948	
2.	Buildings	Parcel	Registered Proprietor
		Block X Section X Division of Lot 1 (Commercial) Address:	
		Block X Section X Division of Lot 2 (Residential) Address:	
3.	Voting Entitlement	Member	Number of Votes
		Registered owner of Block X Section X Division of	TBC
		Registered owner of Block X Section X Division of	TBC

ANNEXURE B – SHARED FACILITIES REGISTER

SHARED FACILITY REGISTER

Development Description

Development Name:	G+ Mixed Use Development
Development Address:	70 Canopus Crescent, Giralang, ACT 2617 (Subject to change after subdivision)
Block/ Section Number:	Block 6, Section 79
Locality:	Giralang - Belconnen
Land Use Zone:	CZ4 - Local Centre
Developer:	TP Giralang Pty Ltd

Site and Building Areas ** Estimated - to be finalised following completion of construction

Block Site Area:	5,196m ²		
Total Commercial GFA:	2,286m ²		2286
Total Residential GFA:	5,664m ²		5664
Total Building GFA excluding Basement Carparking:	7,950m²		7950
Total Commercial area of Carparking Basement 01 - Lower:	859m ²		
Total Commercial area of Staff Carparking Basement 01 - Lower:	429m ²		
Total Commercial Area of Basement Carparking:	1,288m²		1288
Total Residential area of Carparking Basement 01 - Lower:	1,952m ²		
Total Residential area of Carparking Basement 02 - Upper:	586m ²		
Total Residential Area of Basement Carparking:	2,538m²		2538
Combined Total Area of Carparking:	3,826m³		3826
Combined Total Area of Building:			11776
Total area of Commercial Component:			3574
Total area of Residential Component:			8202
			30%
			70%

Carparking Arrangements Estimated - to be finalised following completion of construction**

Residential Basement 02:	20		
Residential Basement 01 - Lower:	38		
Residential Basement 02 - Upper:	17		
Total Residential	75	67%	
Commercial Basement 01 - Lower:	37		
Total Commercial:	37	33%	
Combined Total number of Basement Parking:			
Motorbike parking			
Motorbike parking Residential Basement 01:	1		
Motorbike parking Commercial Basement 01:	5		
Motorbike parking On site Ground floor:	2		
Total:	8		
Commercial Patron Parking			
On site parking Ground floor:	49		
Off site parking Ground floor:	21		
Total:	70		

Cost Allocation Methods

This section describes the cost allocation methods used for dividing Share Costs

Method 1	The proportion of the floor area of each Lot in relation to the total floor area of the Lots.	
Method 2	The relative proportion of the number of car parking spaces to each Lot Within the Basements. Note: The number of car parking spaces on site on the Ground floor have NOT be included. These spaces are dedicated to LOT 1 Commercial. Also, the motorbike parking numbers have NOT been included.	
Method 3	Proportion based on the relative replacement cost value of each portion of the building.	N/A
Method 4	The shared Facility is for the exclusive benefit of each Stratum Lot.	N/A
Method 5	The estimated proportion of Usage of the Shared Facility by those benefited members.	N/A
Method 6	The proportion of waste generated from each Stratum Lot as quoted in the Waste Management Plan.	N/A

Shared Facilities Costs

Shared Facility	Location of Shared facility (By description or by reference to Location on Plans)	Shared facility or Service Inclusion	Stratum Lots benefited by Apportionment of Costs		Cost Allocation Method
			Lot 1 Commercial	Lot 2 Residential	
SF1	Strata Management Services	<p>Strata management services include the services provided by the management committee. Costs for Strata management services include without limitation:-</p> <p>a) Strata manager fees and management fees and other fees and permits that the management committee must pay the Strata manager according to the agreement; b) Other costs incurred by the management committee according to its agreement with the Strata manager; c) Costs incurred by the management committee to maintain its records (including its financial records) according to this management statement.</p>	30%	70%	Method 1
SF2	Building Management Services	<p>Building management services include the services provided by the management committee. Costs for Building management services include without limitation :-</p> <p>a) Management fees and other fees that the management committee must pay the manager according to their agreement; b) Other costs incurred by the management committee according to its agreement with the manager.</p>	30%	70%	Method 1
SF3	Building Insurance	<p>This facility includes the insurance for the whole building and includes :-</p> <p>a) Building insurance premiums; b) Public Liability insurance; c) Premiums under other policies effected by the Committee according to the management statement; d) Excess on insurance policies effected by the Committee; e) Valuations of the building for insurance purposes; f) Insurance Broker fees; g) Other costs incurred by the Committee to affect an insurance policy.</p>	30%	70%	Method 1
SF4	Car Park Access	<p>This shared facility provides vehicular pedestrian access to both Lots within the basement areas. This shared facility includes :-</p> <p>a) Installing, maintaining and repairing Access doors of other security devices to car park access ways; b) Vehicular access to a Lot's car park; c) Maintaining and repairing the car park access way and all services located in it; d) Costs and access associated with the operational maintenance and replacement of shared facilities; e) Service equipment required to operate the shared facility. This shared facility excludes any roller shutter/Door which services only one Lot.</p>	33%	67%	Method 2
SF5	Car Park Ventilation System	<p>The carpark ventilation system is located on the Basement carpark levels. This shared facility includes :-</p> <p>a) The fan room located in Basement 01; b) The service equipment required to operate the shared facility; c) The exhaust system to the point of discharge externally; d) Costs and access associated with the operational maintenance and replacement of shared facilities.</p>	33%	67%	Method 2

SF6	Electrical Infrastructure	The Electrical infrastructure includes :- a) The Switch rooms are located in Basement 01 as referred to as SF6 on the Shared Facilities Plan; b) All electrical meters, sub meters, distribution boards located in the main connections box and switch rooms that provide electricity to each Lot; c) Each Lot will be separately metered; d) A Common House meter will be provided to each Lot. Electrical infrastructure excludes the following :- Cost associated with the electrical infrastructure from the meter to each Lot and costs for electrical consumption from these meters.	30%	70%	Method 1
SF7	Accounting, Audits and Taxation Fees	This shared service includes costs for accounting, auditing and taxation advice by a qualified accountant and or auditor appointed by the Management Committee according to this Management statement. It includes without limitation, provision for striking levies, cheques, EFT's TFN application, lodgement of quarterly BAS (if required by law), lodgement of annual tax return and electronic access.	30%	70%	Method 1
SF8	Stormwater System and Plumbing	The Stormwater system and Plumbing includes :- a) The stormwater tank and site detention tank marked as SF11 on the Shared Facilities Plan; b) All drainage pumps and filtration systems associated with the stormwater system; c) Stormwater pits and drainage pipes into the drainage system as well as associated equipment; d) Costs and access associated with the operation, maintenance and service to associated equipment required to operate the facility. Note: This shared facility excludes all drainage pipes which exclusively service a lot and are NOT part of the shared facility.	30%	70%	Method 1
SF9	Telecommunication System	The Telecommunications system includes :- a) A Telecommunication room marked SF9 on the Shared Facilities Plan; b) The computer electrical cabling servicing this room; c) All cables which connect from the Telecommunications room to those nodes where the cables become the responsibility of the respective member; d) Any associated exclusive service equipment and the Lot that has exclusive use of such equipment has the responsibility to operate, maintain and replace this equipment; e) Lighting and Ventilation systems to the Telecommunications room; f) Costs and access associated with the operation, maintenance and replacement of the shared facility and service equipment to operate the facility. Note: This shared facility excludes any Telecommunication equipment and components which are located in each Lot for the exclusive use by a member, owner or occupier.	30%	70%	Method 1
SF10	Legal Fees	This shared service includes legal fees incurred by the Management Committee.	30%	70%	Method 1
SF11	Fire Control System	The Fire Control System is an integrated system servicing the whole building and includes without limitation each of the following items :-	30%	70%	Method 1

SF12	Signage/ Linemarking	<p>a) The Fire Control Cabinet is located in Basement 01 and is shown as SF11 on the Shared Facilities Plan and its ventilation and lighting; b) Fire Hydrant System, which includes all booster pumps, valves and associated pipework; c) The Fire Booster Pump Room is located in the basement 01. The Sprinkler System including all booster pumps, valves, associated pipework and the electrical components that form part of the Sprinkler System; d) All fire hose reels, fire extinguishers, fire alarm systems and associated electrical components; e) The Fire Detection System including all fire, smoke and heat detectors including the electrical components that form part of the Fire Detection System; f) Emergency lighting and sound system including all light fittings, batteries and other components forming part of the emergency lighting system; g) The Fire Indicator Panels are located on the ground floor and are shown as SF11 on the Shared Facility Plan together with their associated components servicing the Sprinkler Valve Room; h) The Fire System includes the cost to comply with any obligations of the Management Committee regarding fire safety; i) All costs associated with obtaining fire safety certification and fire safety statements; j) The service Equipment required to operate the facility. Note: The Fire Safety Equipment or services installed by a member, owner or occupier are Excluded from this shared facility.</p>	30%	70%	Method 1
SF13	Electricity Consumption by Shared Facilities	<p>This shared facility is any Directional Signage and Linemarking associated with the access to the car park, lane ways, communal facilities and other shared facilities which include :-</p> <p>a) Cost of maintaining, repairing and replacing directional signage and linemarking within the building; b) The service equipment required to operate the facility. Note: This shared facility does NOT include Signage installed for the exclusive use of a Lot or signage for any other purpose than noted above.</p> <p>This shared facility includes the cost of the Electrical Consumption of the shared facilities where such a facility does NOT have their own separate electrical metering system.</p> <p>Note: This shared facility does NOT include the electricity consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.</p>	30%	70%	Method 1
SF14	Consultants Fees	<p>This shared facility includes consultant's costs including without limitation :-</p> <p>a) Consultant's fees incurred by the Committee; b) Preparation of a capital works fund forecast report; c) Preparation of WHS audit report or any other reports required by the committee.</p>	30%	70%	Method 1
SF15	Services Access	<p>This shared facility provides access for vehicles and personnel required for the provision of services to the lots including but not limited to deliveries, maintenance, waste removal and cleaning services. This shared facility includes :-</p>	30%	70%	Method 1

SF15	Water Supply Consumption	a) The service access area located on the Basement 01 level and rear laneway referred to as SF15 on the Shared Facility Plan; b) Maintaining and repairing the service access way; c) Costs and access associated with the operation, maintenance and replacement of the shared facility; d) Service equipment required to operate the shared facility. This shared facility includes the cost of the Water Consumption of the shared facilities where such a facility does NOT have their own separate water supply metering system. Note: This shared facility does NOT include the water consumption of those facilities which are for the exclusive benefit of an individual member, owner or occupier.	30%	70%	Method 1
SF17	Contingencies / Funding	This shared facility includes a cost allowance for Contingencies / Funding for items that were not evident at the time of creating this schedule or items that have had a cost increase.	30%	70%	Method 1

Building Items that are NOT considered Shared Facilities

Lifts	The lifts are dedicated to each Lot and are NOT a shared facility.
Gas Infrastructure	The Gas Infrastructure includes gas meters in an enclosure and is dedicated to the Lot 1 Commercial only and NOT a shared facility
Fire Stairs	The Fire Stairs are dedicated to each Lot and are NOT a shared facility.
Security Services	The Security Services are dedicated to each Lot and are NOT a shared facility.
Pest Control	The Pest Control Services are dedicated to each Lot and are NOT a shared facility.
Cleaning	The Cleaning Services are dedicated to each Lot and are NOT a shared facility.
Landscaping Maintenance	The Landscaping Maintenance is dedicated to LOT 1 Commercial only and NOT a shared facility.
Grease Trap Arrestors	The Grease Trap Arrestor System is dedicated to LOT 1 Commercial only for exclusive use.
Waste	The Waste Services are dedicated to each Lot and are NOT a shared facility.
Mechanical Plant	The Mechanical Plant and service equipment relating to Kitchen exhaust, Garbage exhaust and Common Retail Area A/C systems are NOT a shared facility. This plant and equipment will be dedicated to each Lot.
Basement Lighting System	The Basement Lighting systems in the carparking areas and back of house areas are dedicated to each Lot and are NOT a shared facility.

ANNEXURE C – SHARED FACILITIES PLAN

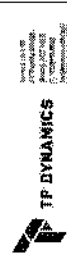


SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 State Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Audits and Taxation Fees
- SF8 Stormwater System and Plumbing
- SF9 Telecommunication Systems
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Linemarking
- SF13 Electricity Consumption by Shared Facilities
- SF14 Concubans Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Contingencies / Funding

LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

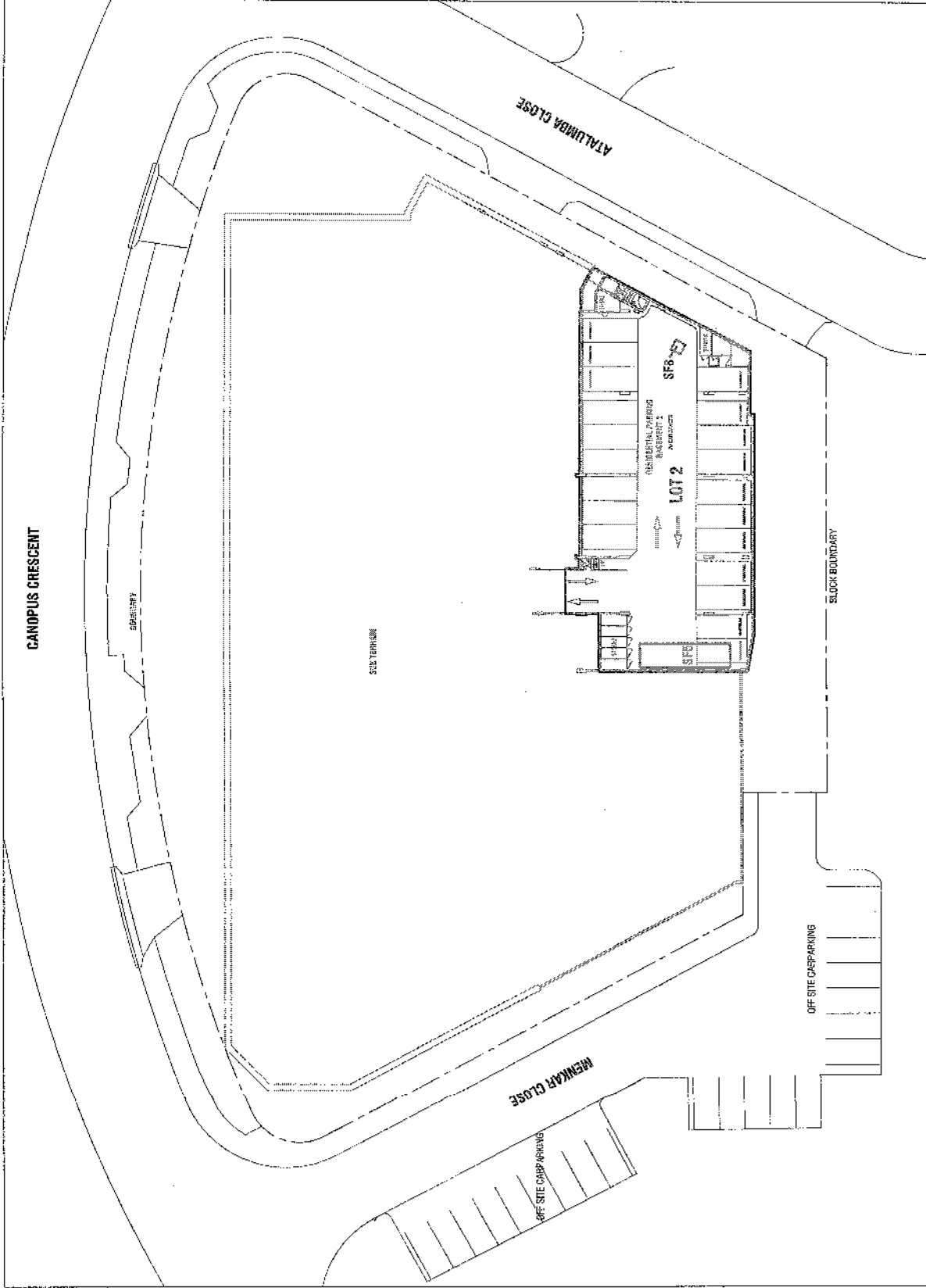
1 USE INFORMATION
16/11/2022



PLAN OF SHARED FACILITIES
BASEMENT 2

PROPOSED MIXED USE DEVELOPMENT
S+ GIRILANG
CANOPUS CRESCENT, GIRILANG ACT 2617

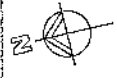
BLK 6, SECTION 75, GIRILANG
E. TECHINGAT
A222



LOT_ [] LOT AREA
SF_ [] SHARED FACILITY CODE

1 KEY PLAN - BASEMENT 2
SCALE 1:200

ISSUED FOR MARKETING CONTRACT



SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 Street Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Kettle and Taxation Fees
- SF8 Stormwater System and Plumbing
- SF9 Telecommunication System
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Lighting
- SF18 Electricity Consumption by Shared Facilities
- SF14 Consultants Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Contingencies / Fluidity

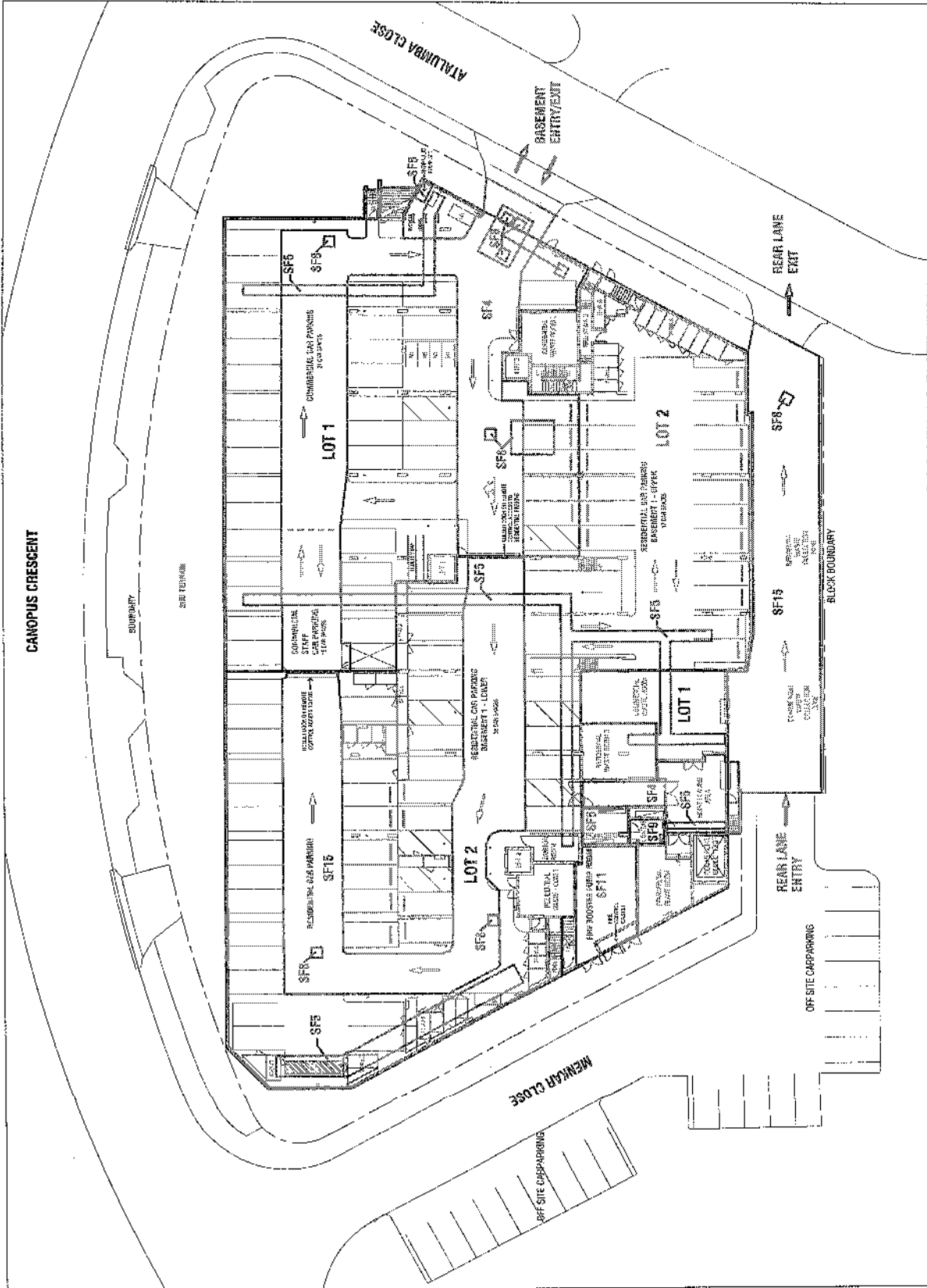
LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

DATE: 10/20/2024
PROJECT: CANOPUS CRESCENT



PLAN OF SHARED FACILITIES
BASEMENT 1

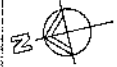
PROJ	PROPOSED MIXED USE DEVELOPMENT
OP	OP - GR/ALLIANCE
CLIENT	CANOPUS CRESCENT, GR/ALLIANCE ACT 2017
BLOCK	BLOCK 6, SECTION 70, GR/ALLIANCE
DATE	10/20/2024
BY	TP DYNAMICS
SCALE	A223



ISSUED FOR MARKETING CONTRACT

LOT AREA: []
SHARED FACILITY CODE: []

1 KEY PLAN - BASEMENT 1
SCALE: 1:200



SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 Stress Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Audit and Taxation Fees
- SF8 Subcontractor System and Plumbing
- SF9 Telecommunication Systems
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Lighting
- SF13 Electricity Consumption by Shared Facilities
- SF14 Consultants Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Contingencies / Funding

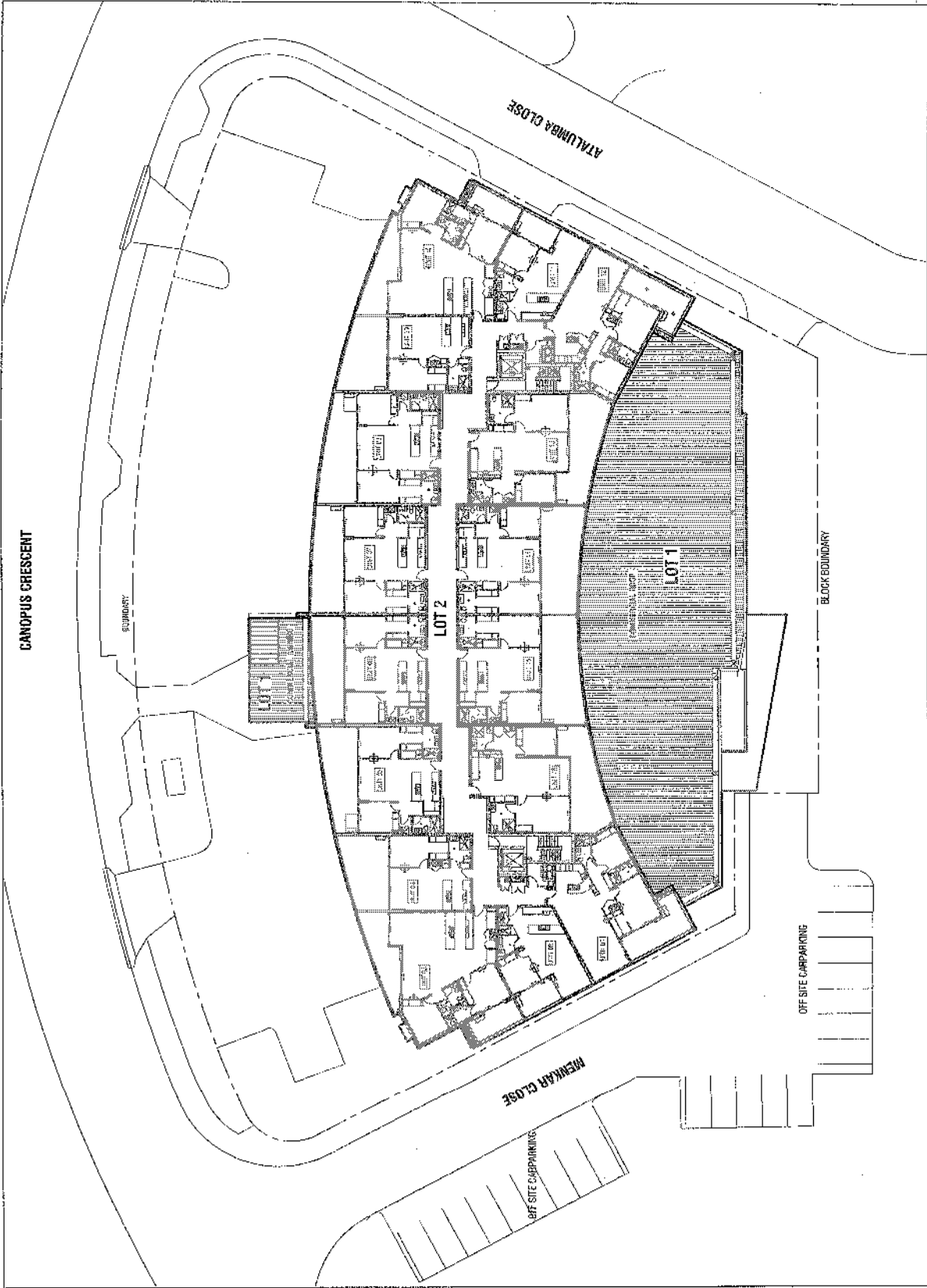
LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

DATE: 11/01/2024
SCALE: 1:200



PLAN OF SHARED FACILITIES
LEVEL 1

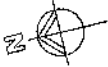
PROJECT	PROPOSED MIXED USE DEVELOPMENT
DEVELOPER	S + GIRALANG
ADDRESS	CANOPUS CRESCENT, GIRALANG ACT 2617
BLOCK	BLOCK 6, SECTION 79, GIRALANG
DATE	11/01/2024
SCALE	1:200
PROJECT NO.	A225



LOT AREA
 SHARED FACILITY CODE

1 KEY PLAN - LEVEL 1
SCALE: 1:200

ISSUED FOR MARKETING CONTRACT



SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 Sitra Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Audits and Taxation Fees
- SF8 Stormwater System and Plumbing
- SF9 Telecommunication Systems
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Lighting
- SF13 Electricity Consumption by Shared Facilities
- SF14 Concierge Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Contingencies / Funding

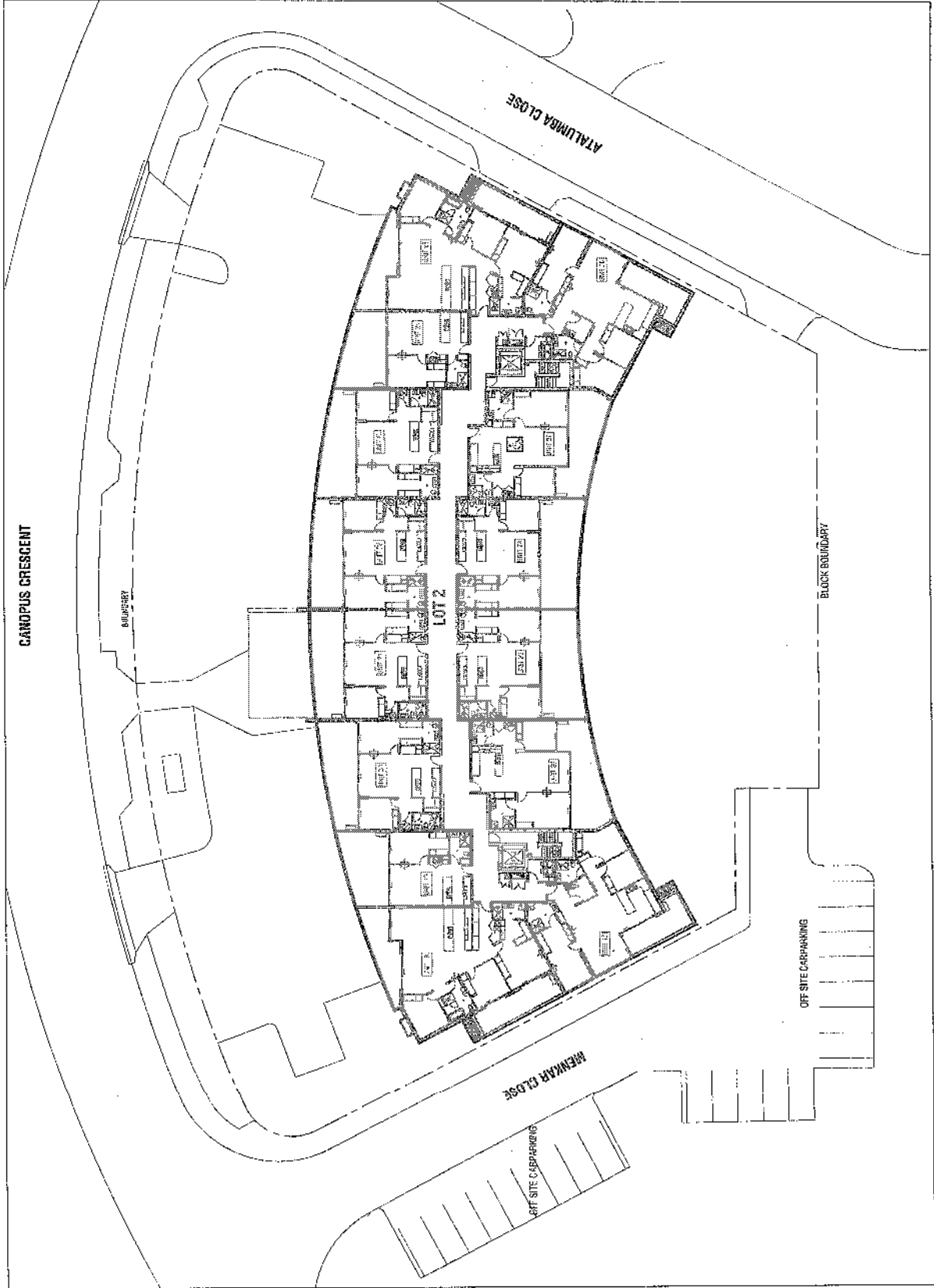
LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

DATE: 11/12/2022
DRAWING NO: BSK/19/0007/001



PLAN OF SHARED FACILITIES
LEVEL 2

PROPOSED MIXED USE DEVELOPMENT
G + G/PAL/10
CAMPUS CRESCENT, GIBRALTAR ACT 2617
BLOCK G, SECTION 79, GIBRALTAR
Scale: 1:1000
Drawing No: A226

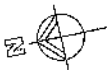


1 KEY PLAN - LEVEL 2
Scale: 1:200

LOT AREA:

SHARED FACILITY CODE:

ISSUED FOR MARKETING CONTRACT



SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 State Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Audits and Taxation Fees
- SF8 Summer System and Plumbing
- SF9 Telecommunication System
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Literature
- SF13 Electricity Consumption by Shared Facilities
- SF14 Consultants Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Conferences / Events

LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

1:2000
DATE: 11/2022



PLAN OF SHARED FACILITIES

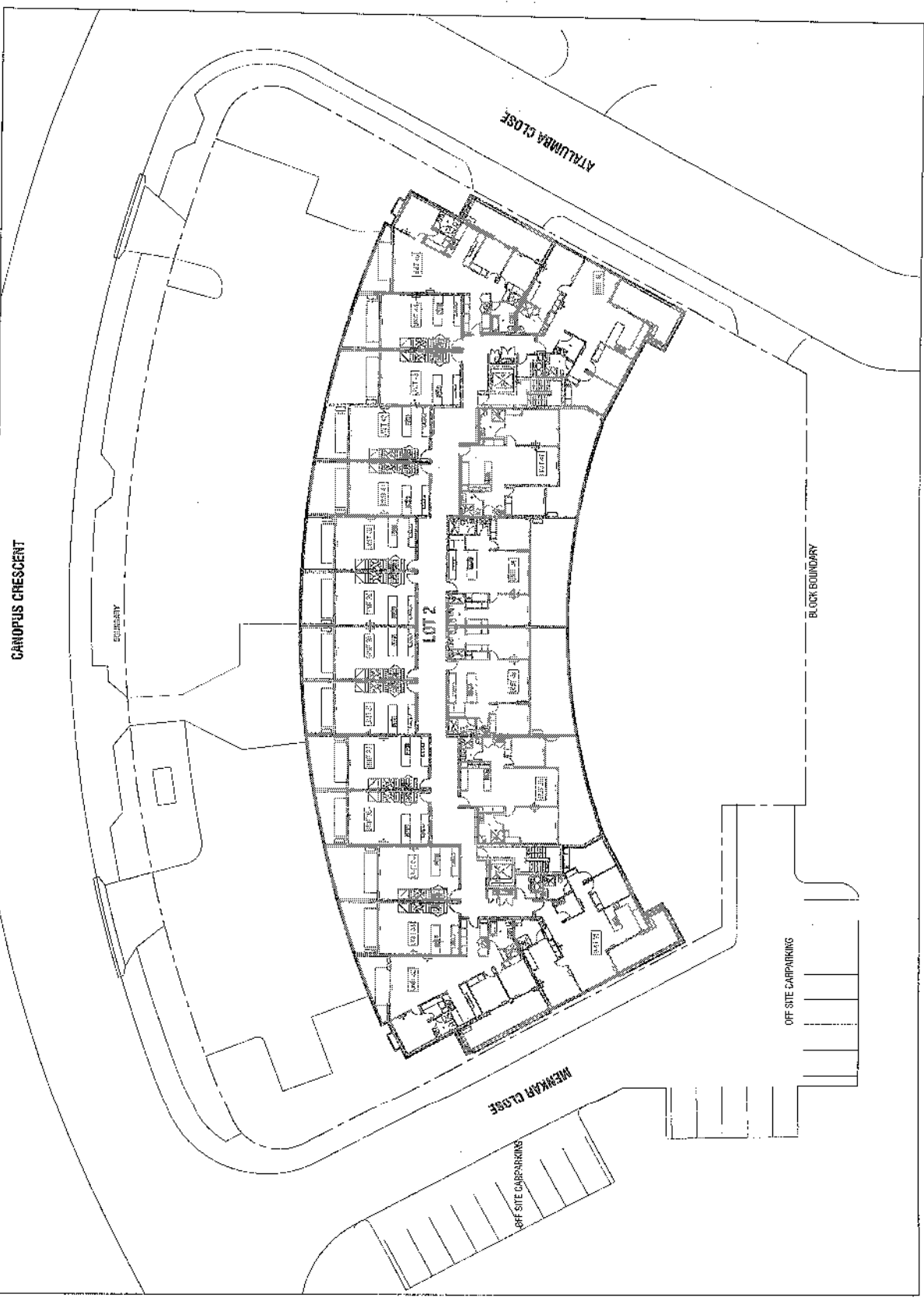
LEVEL 3

PROPOSED MIXED USE DEVELOPMENT
G + BIRALANG

CANOPUS CRESCENT, BIRALANG ACT 3617
527361

BLOCK 6, SECTION 79, BIRALANG

Scale: 1:200
Date: 11/2022
Sheet: 1 of 1
A227



1 KEY PLAN - LEVEL 3
Scale: 1:200

LOT_ [] LOT AREA

SF_ [] SHARED FACILITY CODE

ISSUED FOR MARKETING CONTRACT



SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 Street Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation and Common Lighting System
- SF6 Electrical Infrastructure
- SF7 Acousting, Audia and Television Fuses
- SF8 Stormwater System and Plumbing
- SF9 Telecommunication System
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage Unmarking
- SF13 Electricity Consumption by Shared Facilities
- SF14 Consultants Fees
- SF15 Services Access
- SF16 Water Supply Consumption
- SF17 Coning/moles / Funding

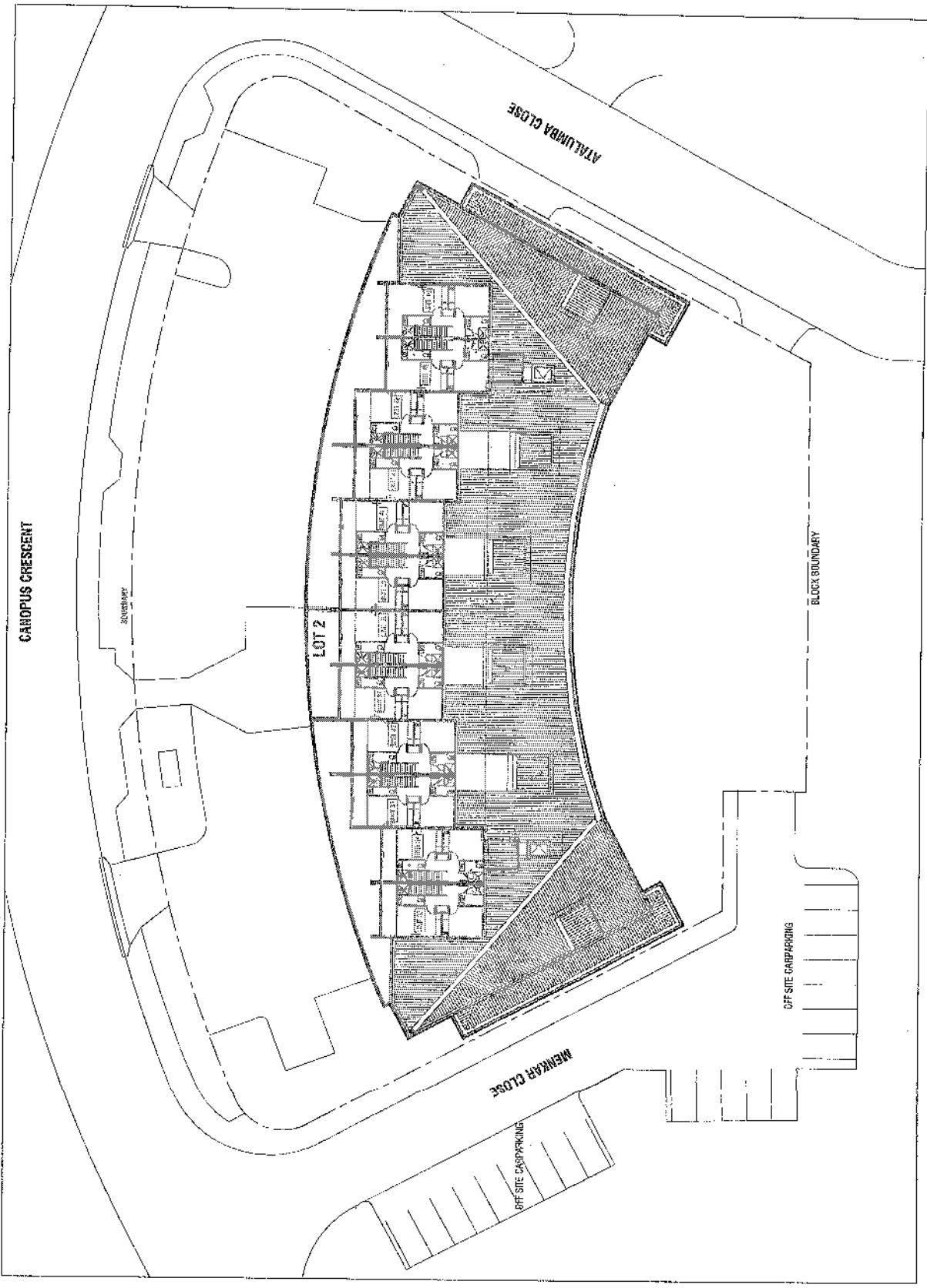
LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

DATE: 15/03/2024
DRAWN BY: [Name]
CHECKED BY: [Name]



PLAN OF SHARED FACILITIES
LEVEL 4

PROPOSED MIXED USE DEVELOPMENT	G+ GROUND FLOOR
CAMPUS CRESCENT, GIRILANG ACT 2617	
BLOCK 6, SECTION 79, GIRILANG	
PROJECT NO. A228	



LOT AREA: []
SHARED FACILITY CODE: []

1 KEY PLAN - LEVEL 4
Scale: 1:200

ISSUED FOR MARKETING CONTRACT



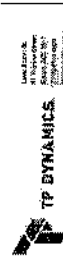
SHARED FACILITIES LEGEND
REFER TO BUILDING MANAGEMENT STATEMENT

- SF1 Site Management Services
- SF2 Building Management Services
- SF3 Building Insurance
- SF4 Car Park Access
- SF5 Car Park Ventilation System
- SF6 Electrical Infrastructure
- SF7 Accounting, Audits and Taxation Fees
- SF8 Sewerage System and Plumbing
- SF9 Telecommunication System
- SF10 Legal Fees
- SF11 Fire Control System
- SF12 Signage/Lighting
- SF13 Electricity Consumption by Shared Facilities
- SF14 Consultants Fees
- SF15 Service Access
- SF16 Water Supply Consumption
- SF17 Contingencies / Funding

LOT 1 - COMMERCIAL
LOT 2 - RESIDENTIAL

A. 10/20/2017 11.1.2017

TP DYNAMICS



PLAN OF SHARED FACILITIES
ROOF LEVEL

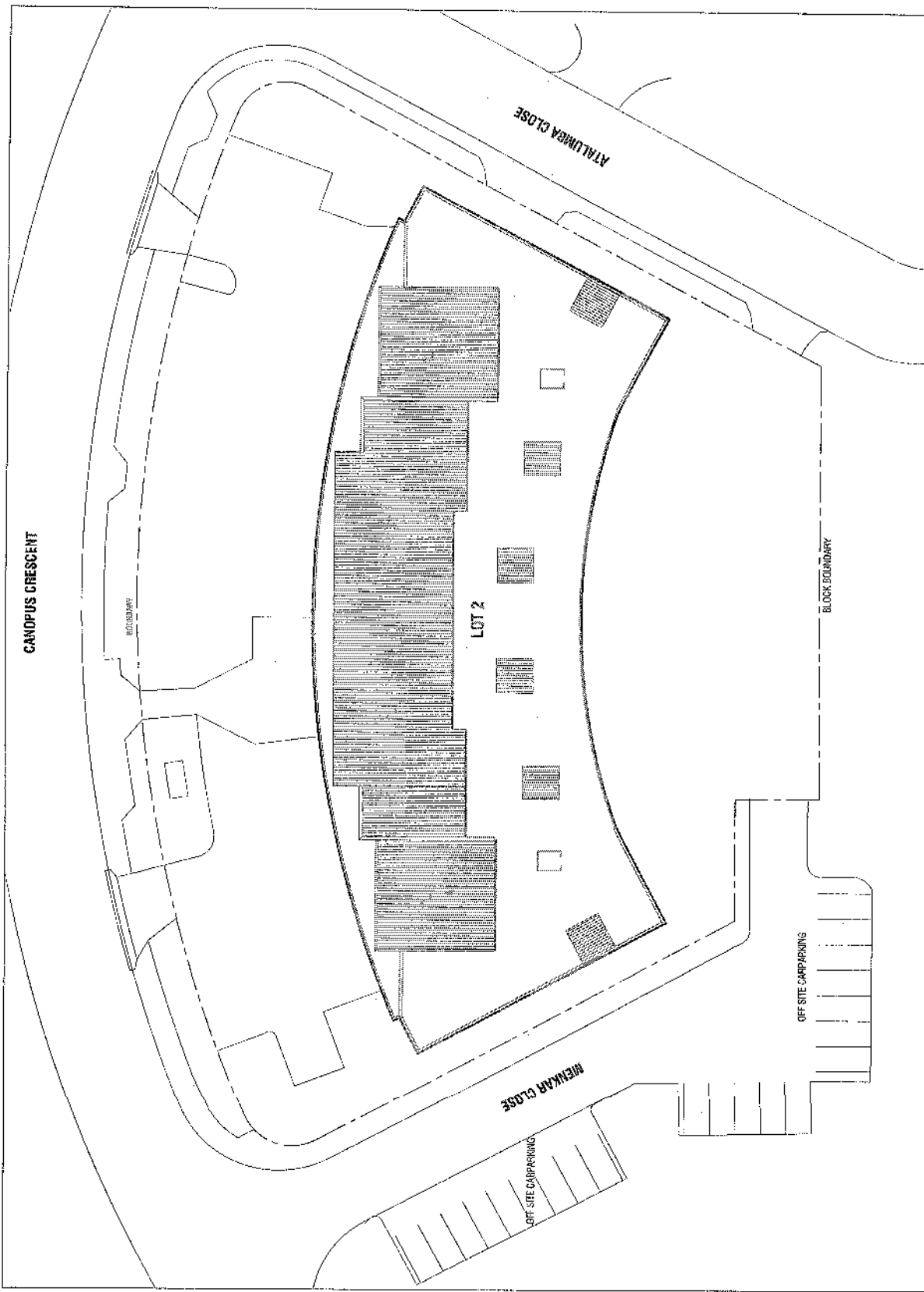
PROPOSED MIXED USE DEVELOPMENT
6+ GIRILANG

CANDIPUS CRESCENT, GIRILANG ACT 2617

BLOCK G, SECTION 79, GIRILANG

SPK	SPK No	SPK Date	SPK Status	SPK No

ISSUED FOR MARKETING CONTRACT



1 KEY PLAN - ROOF LEVEL
Scale: 1:200

LOT AREA

SF SHARED FACILITY CODE

civium

Estimated Strata Budget and Levies

civium.com.au

Expected Budget

Preparing Two Year Budget Estimates

Our extensive experience in the management of a range of properties has provided us with the knowledge necessary to prepare two year budget estimates and budget notes for a development in the early stages. These budgets are estimates and may vary upon production of the formal schedule of unit entitlements and final stages of construction.

Upon consultation with the developer and review of the draft site plan, we have a two year budget for this complex.

We encourage you to read the budget notes to understand each item.

Understanding G+ budgets from a strata perspective

G+ will be deemed a Stratum. This means there will be two registered body corporates in the one building. One for residential units, and one for commercial units. A Community Title will be created which is a formation of both the commercial units and residential units.

This set up is a leading way to ensure commercial and residential units are separated by way of general management and living, but still united by the Community Title.

As a result, there will be three budgets announced:

1. Residential Budget
2. Commercial Budget
3. Shared Facilities Budget

Residential Budget

This is the expected budget for the residential units of G+.

There is a contribution towards Shared Facilities which is itemised further into the document. However, the levies listed on the next page are inclusive of the Shared Facilities Contribution, and reflects in the annual levies listed below. Please continue through the document to understand what forms the Shared Facilities contribution.

Insurance has been calculated additionally as it is expected TP Dynamics will commence a strata insurance policy at Certificate of Occupancy and Use stage. TP Dynamics will pay for a 12 month policy, and be reimbursed through the settlement levies on a pro-rate basis.

Residential Units Budget	Year 1	Year 2	Insurance Only
Banking Charges	\$500.00	\$517.50	
Cleaning	\$13,000.00	\$14,000.00	
Cleaning - Refuse Chute	\$1,000.00	\$1,035.00	
Contingency	\$2,500.00	\$2,587.50	
Electrical Repairs & Maintenance		\$1,293.75	
Electricity - Utility	\$5,140.00	\$5,319.00	
Fees & Permits	\$350.00		
Fire Maintenance	\$800.00	\$2,500.00	
Insurance Premiums	\$2,000.00	\$2,070.00	\$28,670.00
Lift - Contract		\$12,000.00	
Management Fee	\$19,500.00	\$20,182.50	
Plumbing & Drainage	\$500.00	\$2,500.00	
Rep & Maint - Building	\$500.00	\$700.00	
Roller Door Maintenance	\$1,000.00	\$2,070.00	
Sinking Fund Forecast	\$700.00		
Tax Agent Fees - BAS/GST	\$980.00	\$1,014.30	
Taxation Reporting (Civium)	\$500.00	\$525.00	
Telephone	\$1,080.00	\$1,117.80	
Water - Utility	\$5,000.00	\$5,500.00	
Waste Management	\$3,680.00	\$3,808.80	
<i>Contribution to Shared Facilities</i>	\$66,811.00	\$77,715.36	
GST Allowance (10%)	\$12,554.10	\$15,645.65	
Sinking Fund Allowance (10%)	\$12,554.10	\$15,645.65	
Total	\$150,649.20	\$187,747.81	\$28,670.00

Unit No.	Estimated Entitlement	Year 1 Levies	Year 2 Levies	Insurance Only
1	22	\$3,314.28	\$4,130.45	\$630.74
2	15	\$2,259.74	\$2,816.22	\$430.05
3	24	\$3,615.58	\$4,505.95	\$688.08
4	15	\$2,259.74	\$2,816.22	\$430.05
5	20	\$3,012.98	\$3,754.96	\$573.40
6	18	\$2,711.69	\$3,379.46	\$516.06
7	18	\$2,711.69	\$3,379.46	\$516.06
8	20	\$3,012.98	\$3,754.96	\$573.40
9	15	\$2,259.74	\$2,816.22	\$430.05
10	24	\$3,615.58	\$4,505.95	\$688.08
11	15	\$2,259.74	\$2,816.22	\$430.05
12	22	\$3,314.28	\$4,130.45	\$630.74
13	21	\$3,163.63	\$3,942.70	\$602.07
14	18	\$2,711.69	\$3,379.46	\$516.06
15	18	\$2,711.69	\$3,379.46	\$516.06
16	21	\$3,163.63	\$3,942.70	\$602.07
17	26	\$3,916.88	\$4,881.44	\$745.42
18	28	\$4,218.18	\$5,256.94	\$802.76
19	15	\$2,259.74	\$2,816.22	\$430.05
20	20	\$3,012.98	\$3,754.96	\$573.40
21	18	\$2,711.69	\$3,379.46	\$516.06
22	18	\$2,711.69	\$3,379.46	\$516.06
23	20	\$3,012.98	\$3,754.96	\$573.40
24	15	\$2,259.74	\$2,816.22	\$430.05
25	28	\$4,218.18	\$5,256.94	\$802.76
26	26	\$3,916.88	\$4,881.44	\$745.42
27	21	\$3,163.63	\$3,942.70	\$602.07
28	18	\$2,711.69	\$3,379.46	\$516.06
29	18	\$2,711.69	\$3,379.46	\$516.06
30	21	\$3,163.63	\$3,942.70	\$602.07
31	26	\$3,916.88	\$4,881.44	\$745.42
32	24	\$3,615.58	\$4,505.95	\$688.08
33	18	\$2,711.69	\$3,379.46	\$516.06
34	21	\$3,163.63	\$3,942.70	\$602.07
35	18	\$2,711.69	\$3,379.46	\$516.06
36	18	\$2,711.69	\$3,379.46	\$516.06
37	18	\$2,711.69	\$3,379.46	\$516.06
38	18	\$2,711.69	\$3,379.46	\$516.06
39	18	\$2,711.69	\$3,379.46	\$516.06
40	18	\$2,711.69	\$3,379.46	\$516.06
41	18	\$2,711.69	\$3,379.46	\$516.06
42	18	\$2,711.69	\$3,379.46	\$516.06
43	21	\$3,163.63	\$3,942.70	\$602.07
44	18	\$2,711.69	\$3,379.46	\$516.06
45	24	\$3,615.58	\$4,505.95	\$688.08

46	26	\$3,916.88	\$4,881.44	\$745.42
47	21	\$3,163.63	\$3,942.70	\$602.07
48	18	\$2,711.69	\$3,379.46	\$516.06
49	20	\$3,012.98	\$3,754.96	\$573.40
50	21	\$3,163.63	\$3,942.70	\$602.07

Residential Budget Notes

Banking Charges	This is an estimated cost for any banking charges associated with your development.
Cleaning	This is an estimated cost cleaning of the residential common areas
Cleaning - Refuse Chute	It is common in apartment complexes for the bin chute to get blocked. This results in additional call out fees to unblock the chute. We use this as a kind reminder to be cautious with what residents place down the chute.
Contingency	This is an allowance for any additions to the complex the owners corporation may wish to undertake. It's also an allowance to be absorbed into other budget items if they increase in the development phase.
Electrical Repairs & Maintenance	There is not been an allowance for any repairs or maintenance in the first year, as it would be expected an event would be covered under insurance or warranty. However, an allowance has been made for the second year.
Electricity - Utility	This is an estimated cost for the common area electricity consumption. This includes the hallway lights and lift.
Fees & Permits	In the complexes first year, the House Rules will require to be registered. This is an allowance for the fee associated with its registration. This fee is issued by Land Titles.
Fire Maintenance	This is an estimation for maintenance of your fire assets. During the Development Liability Period, there will be certain assets which are maintained. This is why year one is reflected at a lower cost than year two. Year two, the owners corporation become responsible to maintain all fire assets. This includes hose reels, any fire extinguishers, sprinkler systems etc.
Insurance Premiums	G+ will be developed as a Stratum, this means there will be three insurance policies. This cost is for an ancillary insurance policy, for the residential portion only. Ancillary insurance refers to Public Liability, Fidelity Guarantee, Workers Compensation, Lot Owner Improvement, Government Audit Costs etc. The cost for replacement or repairs to the Building is covered under the shared budget.
Lift - Contract	During the first year, any lift maintenance will be covered under Development Liability Period. As a result, there has been no estimation placed in Year 1 however, in Year 2 the owners corporation becomes responsible for regular maintenance.
Management Fee	This is for the strata management of the residential portion of G+.
Plumbing & Drainage	There has been a small allowance for plumbing maintenance or repairs in the Year 1, as it is expected the plumbing assets will be maintained under Development Liability Period and regular maintenance to commence in Year 2
Rep & Maint - Building	A minor allowance has been made for any repairs or maintenance which may be required at the building. Due to the high quality of the build, we expect this to be minimal-to-none.
Roller Door Maintenance	Garage motors, chains and doors are required to be maintained regularly and we've reflected this in the budget.
Sinking Fund Forecast	The Unit Titles (Management) Act 2011 requires units plan to have a Sinking Fund which coincides with a Sinking Fund Forecast. This is an allowance to request a Forecast Report in the first year, to commence implementing the forecast in year 2 and onwards.
Tax Agent Fees - BAS/GST	G+ will require an annual tax return and possibility quarterly BAS lodgment. This is an estimated fee associated to any fees relating to these lodgment
Taxation Reporting (Civium)	This is a fee for the Accountants at Civium to arrange the necessary BAS Lodgment and Tax Returns. Alternatively, the owners corporation may wish to engage an independent accountant.
Telephone	The lift requires a telephone lift for emergencies. This is an allowance for the ongoing subscription of a telephone line.
Water - Utility	G+ residential units have been supplied with one ICON (main) water meter, and individual pulse meters. This means ICON will read the main water meter and bill the owners corporation for the total consumption of all residential units. However with the installation of pulse meters, these meters will read the individual water consumption of each unit. We will work with each resident to have their consumption submitted each quarter, and billed accordingly. The allowance made in this budget is for common property water consumption, and an initial inflated amount to allow for a positive cashflow of water contributions. We expect towards the end of year 2 there will be a positive cashflow for water consumption and will be able to reduce this line item to only reflect common property consumption. The concept and application of this of this will be discussed with the owners corporation.
Waste Management	It is expected that Transport Canberra and City Services (TCCS) will undertake collection of the waste and recycling bins however, this is an allowance for reticulating the bins throughout the building, condensing any recycling or waste, or additional collections required during the move-in phase of residents.
Contribution to Shared Facilities	This is the total contribution for the residential units for all shared areas with commercial of G+. Please refer to the Shared Facilities budget which shows the allowances made, and percentages which are being paid between commercial and residential lots.
GST (10%)	Unit plans are registered as a not-for-profit organisation therefore, if the turnover of income/expenditure is more than \$150,000, it must be registered for GST. As a result of G+ residential budget exceeding \$150,000 for both years, we have made an allowance for GST as it's expect it'll be a GST registered building.
Sinking Fund Allowance	By the second year, an owners corporation must present a sinking fund report and commence contributing towards a sinking fund. A sinking fund is a savings account dedicated to expected specific expenses. We have an allowance to ensure there is monies in the Sinking Fund by the time it's required, and to ensure the levies remain realistic.

Commercial Budget

This is the expected budget for the commercial units of G+.

There is a contribution towards Shared Facilities which is itemised further into the document. However, the levies listed on the next page are inclusive of the Shared Facilities Contribution, and reflects in the annual levies listed below. Please continue through the document to understand what forms the Shared Facilities contribution.

Insurance has been calculated additionally as it is expected TP Dynamics will commence a strata insurance policy at Certificate of Occupancy and Use stage. TP Dynamics will pay for a 12 month policy, and be reimbursed through the settlement levies on a pro-rate basis.

Commercial Unit Budget	Year 1	Year 2	Insurance Only
Banking Charges	\$500.00	\$517.50	
Cleaning	\$11,000.00	\$13,000.00	
Cleaning - Windows	\$5,000.00	\$5,175.00	
Gardening	\$8,000.00	\$10,000.00	
Contingency	\$2,500.00	\$2,587.50	
Electrical Repairs & Maintenance	\$0.00	\$1,000.00	
Electricity - Utility	\$15,000.00	\$15,525.00	
Fees & Permits	\$350.00		
Fire Maintenance	\$4,000.00	\$7,700.00	
Insurance Premiums	\$2,000.00	\$2,070.00	\$13,430.00
Lift - Contract	\$0.00	\$12,000.00	
Management Fee	\$2,730.00	\$2,825.55	
Plumbing & Drainage	\$1,000.00	\$2,587.50	
Rep & Maint - Building	\$2,500.00	\$4,000.00	
Sinking Fund Forecast	\$1,250.00		
Tax Agent Fees - BAS/GST	\$980.00	\$1,014.30	
Taxation Reporting (Civium)	\$500.00	\$525.00	
Telephone	\$1,540.00	\$1,617.00	
Water - Utility	\$1,750.00	\$1,837.50	
<i>Contribution to Shared Facilities</i>	\$28,869.00	\$33,649.44	
Sinking Fund Allowance (10%)	\$8,946.90	\$11,763.13	
TOTAL	\$98,415.90	\$129,394.42	\$13,430.00

Unit No.	Estimated Entitlement	Year 1 Levies	Year 2 Levies	Insurance Only
1	32	\$31,493.09	\$41,406.21	\$4,297.60
2	7	\$6,889.11	\$9,057.61	\$940.10
3	5	\$4,920.80	\$6,469.72	\$671.50
4	6	\$5,904.95	\$7,763.67	\$805.80
5	4	\$3,936.64	\$5,175.78	\$537.20
6	16	\$15,746.54	\$20,703.11	\$2,148.80
7	30	\$29,524.77	\$38,818.33	\$4,029.00

Commercial Budget Notes

Budget Item	Note
Banking Charges	This is an estimated cost for any banking charges associated with your development.
Cleaning	This is an estimated cost cleaning of the commercial common areas
Cleaning - Windows	Due to the expected increase of foot traffic as a result of commercial tenancies, this is an allowance for the ground floor external windows to be cleaned.
Contingency	This is an allowance for any additions to the complex the owners corporation may wish to undertake. It's also an allowance to be absorbed into other budget items if they increase in the development phase.
Electrical Repairs & Maintenance	There is not been an allowance for any repairs or maintenance in the first year, as it would be expected an event would be covered under insurance or warranty. However, an allowance has been made for the second year.
Electricity - Utility	This is an estimated cost for the common area electricity consumption. This includes the hallway lights and lift.
Fees & Permits	In the complexes first year, the House Rules will require to be registered. This is an allowance for the fee associated with its registration. This fee is issued by Land Titles.
Fire Maintenance	This is an estimation for maintenance of your fire assets. During the Development Liability Period, there will be certain assets which are maintained. This is why year one is reflected at a lower cost than year two. Year two, the owners corporation become responsible to maintain all fire assets. This includes hose reels, any fire extinguishers, sprinkler systems etc.
Insurance Premiums	G+ will be developed as a Stratum, this means there will be three insurance policies. This cost is for an ancillary insurance policy for the commercial portion only. Ancillary insurance refers to Public Liability, Fidelity Guarantee, Workers Compensation, Lot Owner Improvement, Government Audit Costs etc. The cost for replacement or repairs to the Building is covered under the shared budget.
Lift - Contract	During the first year, any lift maintenance will be covered under Development Liability Period. As a result, there has been no estimation placed in Year 1 however, in Year 2 the owners corporation becomes responsible for regular maintenance.
Management Fee	This is for the strata management of the commercial portion of G+.
Plumbing & Drainage	There has been a small allowance for plumbing maintenance or repairs in the Year 1, as it is expected the plumbing assets will be maintained under Development Liability Period and regular maintenance to commence in Year 2
Rep & Maint - Building	A minor allowance has been made for any repairs or maintenance which may be required at the building. Due to the high quality of the build, we expect this to be minimal-to-none.
Sinking Fund Forecast	The Unit Titles Management Act 2011 requires units plan to have a Sinking Fund which coincides with a Sinking Fund Forecast. This is an allowance to request a Forecast Report in the first year, to commence implementing the forecast in year 2 and onwards.
Tax Agent Fees - BAS/GST	G+ will require an annual tax return and possibility quarterly BAS lodgment. This is an estimated fee associated to any fees relating to these lodgment
Taxation Reporting (Civium)	This is a fee for the Accountants at Civium to arrange the necessary BAS Lodgment and Tax Returns. Alternatively, the owners corporation may wish to engage an independent accountant.
Telephone	The lift requires a telephone lift for emergencies. This is an allowance for the ongoing subscription of a telephone line.
Water - Utility	G+ commercial units have been supplied with one ICON (main) water meter, and individual pulse meters. This means ICON will read the main water meter and bill the owners corporation for the total consumption of all residential units. However, with the installation of pulse meters, these meters will read the individual water consumption of each unit. We will work with each resident to have their consumption submitted each quarter, and billed accordingly. The allowance made in this budget is for common property water consumption, and an initial inflated amount to allow for a positive cashflow of water contributions. We expect towards the end of year 2, we will have a positive cashflow for water consumption and will be able to reduce this line item to only reflect common property consumption.
Waste Management	Each commercial unit must arrange their own private waste and recycling collection for the commercial.
Contribution to Shared Facilities	This is the total contribution for the residential units for all shared areas with commercial of G+. Please refer to the Shared Facilities budget which shows the allowances made, and percentages which are being paid between commercial and residential lots.
GST (10%)	Unit plans are registered as a not-for-profit organisation therefore, if the turnover of income/expenditure is more than \$150,000, it must be registered for GST. As a result of G+ commercial budget not exceeding \$150,000 for either year, we have not made an allowance for GST.
Sinking Fund Allowance	By the second year, an owners corporation must present a sinking fund report and commence contributing towards a sinking fund. A sinking fund is a savings account dedicated to expected specific expenses. We have an allowance to ensure there is monies in the Sinking Fund by the time it's required, and to ensure the levies remain realistic.

Shared Facilities Budget

This is the expected budget for the shared assets between commercial and residential units of G+.

We refer you to the shared facilities plan and Building Management Statement (BMS) which is within your sales contract. Both of these will further explain the portions set and shared areas.

Please remember, these total amounts are reflect as a line-item in each of the residential and commercial levies and budget listed above.

Shared Facilities Budget	Year 1	Year 2	Insurance Only
Audit Fees	\$1,000.00	\$1,100.00	
Banking Management	\$500.00	\$520.00	
Building Manager	\$21,000.00	\$21,700.00	
Cleaning - Basement	\$5,000.00	\$5,500.00	
Electrical Repairs & Maintenance	\$500.00	\$3,000.00	
Electricity - Utility	\$3,000.00	\$3,100.00	
Fees & Permits	\$300.00		
Fire Alarm Monitoring	\$2,000.00	\$2,070.00	
Fire Maintenance	\$4,000.00	\$10,350.00	
Insurance Premiums	\$38,100.00	\$41,000.00	\$38,100.00
Insurance Valuation	\$500.00		
Management Fee	\$5,000.00	\$6,000.00	
Legal Fees	\$500.00		
Rep & Maint - Building	\$1,000.00	\$4,000.00	
Rep & Maint Plant & Equip	\$1,000.00	\$2,070.00	
Rep & Maint Plumbing	\$600.00	\$1,950.00	
Carpark Ventilation System	\$500.00	\$2,500.00	
Roller Door Maintenance	\$1,000.00	\$1,035.00	
Security Access System & Cards	\$500.00	\$510.00	
Sinking Fund Forecast	\$900.00		
Tax Agent Fees - BAS/GST	\$980.00	\$1,014.30	
Taxation Reporting (Civium)	\$500.00	\$517.50	
Telephone	\$800.00	\$828.00	
Water - Utility	\$2,000.00	\$2,600.00	
PPM & Asset Report	\$2,000.00		
Third Party Defect Inspection Report	\$2,500.00		
Total	\$95,680.00	\$111,364.80	\$38,100.00

Portions of Shared Facilities

Shared Budget Items	Residential Percent	Commercial Percent
Audit Fees	70%	30%
Banking Management	70%	30%
Building Manager	70%	30%
Cleaning - Basement	67%	33%
Electrical Repairs & Maintenance	70%	30%
Electricity - Utility	70%	30%
Fees & Permits	70%	30%
Fire Alarm Monitoring	70%	30%
Fire Maintenance	70%	30%
Insurance Premiums	70%	30%
Insurance Valuation	70%	30%
Management Fee	70%	30%
Legal Fees	70%	30%
Rep & Maint - Building	70%	30%
Rep & Maint Plant & Equip	70%	30%
Rep & Maint Plumbing	70%	30%
Carpark Ventilation System	67%	33%
Roller Door Maintenance	70%	30%
Security Access System & Cards	70%	30%
Sinking Fund Forecast	70%	30%
Tax Agent Fees - BAS/GST	70%	30%
Taxation Reporting (Civium)	70%	30%
Telephone	70%	30%
Water - Utility	70%	30%
PPM & Asset Report	70%	30%
Third Party Defect Inspection Report	70%	30%
Total per complex		
Total per budget		

Residential Year 1	Commercial Year 1
\$700.00	\$500.00
\$350.00	\$150.00
\$14,700.00	\$6,300.00
\$3,350.00	\$1,650.00
\$350.00	\$150.00
\$2,100.00	\$900.00
\$210.00	\$90.00
\$1,400.00	\$600.00
\$2,800.00	\$1,200.00
\$26,670.00	\$11,430.00
\$350.00	\$150.00
\$3,500.00	\$1,500.00
\$350.00	\$150.00
\$700.00	\$300.00
\$700.00	\$300.00
\$420.00	\$180.00
\$335.00	\$165.00
\$700.00	\$300.00
\$350.00	\$150.00
\$630.00	\$270.00
\$686.00	\$294.00
\$350.00	\$150.00
\$560.00	\$240.00
\$1,400.00	\$600.00
\$1,400.00	\$600.00
\$1,750.00	\$750.00
\$66,811.00	\$28,869.00
	\$95,680.00

Residential Year 2	Commercial Year 2
\$770.00	\$330.00
\$364.00	\$156.00
\$15,190.00	\$6,510.00
\$3,685.00	\$1,815.00
\$2,100.00	\$900.00
\$2,170.00	\$930.00
\$1,449.00	\$621.00
\$7,245.00	\$3,105.00
\$28,700.00	\$12,300.00
\$4,200.00	\$1,800.00
\$2,800.00	\$1,200.00
\$1,449.00	\$621.00
\$1,365.00	\$585.00
\$1,675.00	\$825.00
\$724.50	\$310.50
\$357.00	\$153.00
\$710.01	\$304.29
\$362.25	\$155.25
\$579.60	\$248.40
\$1,820.00	\$780.00
\$77,715.36	\$33,649.44
	\$111,364.80

Ref	Budget Item	Note
SF7	Audit Fees	As a result of the complex being a stratum, we recommend the finances to be audited. This fee is an allowance for said audit.
SF7	Banking Management	This is an estimated cost for any banking charges associated with your development.
SF2	Building Manager	We have allocated 5 hours per week for a building manager to be onsite. Initially, the building manager will dedicated their hours to assist with the expected increase of waste and recycling due an influx of residents moving in at once. Following the move in stage, the building manager will then focus on managing the assets, and work alongside the strata manager and committee to ensure the G+ community are living harmoniously
SF4	Cleaning - Basement	This is an estimated cost for an annual cleaning of the basement.
SF6, SF9	Electrical Repairs & Maintenance	There is an electrical room and communications room in the basement and it has been identified as a shared asset. This is an allowance for any repairs or maintenance required in that area.
SF13	Electricity - Utility	This is an estimated cost for shared electrical consumption. This is mainly associated to areas in the basement such as the garage doors and lighting.
SF1	Fees & Permits	We expect there to be House Rules associated to the Community Title. These rules are required to be registered with Land Titles which a fee is associated to its registration.
SF11	Fire Alarm Monitoring	The fire monitoring of G+ is a shared asset. This is an allowance for the annual subscription required to monitor the smoke and fire detection alarms.
SF11	Fire Maintenance	Each residential and commercial portion have their own fire assets however, due to the shared basement there is shared fire assets requiring to be maintained regularly. This is an allowance for those assets.
SF3	Insurance Premiums	Each residential and commercial unit plan are insured separately for ancillaries (public liability, voluntary workers, workers compensation etc). G+ is one Building, the Building must be insured as a whole and cannot be split into different policies. This is an estimation of the premium to insure G+ for Policy 1, which is Building Sum Insured, Loss of Rent, Temporary Accommodation and Common Area Content.
SF3	Insurance Valuation	As a result of the Building being insured as a whole, it's recommended that an insurance valuation be arranged to ensure the Sum Insured adequately reflects the buildings replacement value. This is a shared cost and allowance has been made.
SF1	Management Fee	As a result of Civium managing both the commercial and residential unit plans of G+, we have only applied a minimal amount of management fees for management of the Community Title.
SF10	Legal Fees	As a result of this being a Stratum, we expect legal fees within the first year to allow for smooth running of the Community Title and corporations.
SF12, SF17	Rep & Maint - Building	This is an allowance for any general repairs or maintenance required within the first two years. As the basement is a high-traffic area, repairs are more likely to be required than the common areas of each commercial and residential portion. However, as a result of the high-quality build, we don't expect there to be any maintenance required
SF8	Rep & Maint Plant & Equip	This is an allowance for any plant equipment which requires maintenance or repairs. There are several items in the basement which are deemed shared assets such as sump pumps and hydraulic pumps.
SF8	Rep & Maint Plumbing	This is an allowance for any adhoc repairs or replacements to plumbing related items such as taps, hoses, irrigation etc.
SF5	Carpark Ventilation System	There is a shared ventilation system in the carpark. This system costs of both fresh-air fans and exhaust fans in combination with ducts for transporting air. This system ensures the quality of the air in the carpark remains clean. This is a shared asset as it runs through the entire basement, and benefits all owners. This allowance is for the maintenance of the system.
SF4	Roller Door Maintenance	There are shared doors to enter the basement, these are a shared asset and this is an allowance for its maintenance.
SF15	Security Access System & Cards	This is a minor allowance for any purchase of cards or access fobs to shared areas.

CIVIUM

If you have any questions or queries, please feel welcome to reach out to either your sales agent or Tarnee Lamb at Civium Strata.

Tarnee Lamb

Business Development Manager

tarnee.lamb@civium.com.au

0414 243 547

civium.com.au

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:
owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

- (1) A unit owner must ensure that the unit is in a state of good repair.
- (2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
 - (a) in accordance with the express permission of the owners corporation by special resolution; and
 - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and

- (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

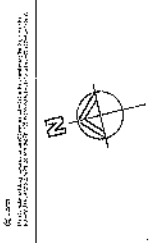
1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).



- PLAN LEGEND**
- SECTION MARKER
 - SECTION NUMBER
 - ROOM NAME/NUMBER
 - STORAGE CASE NUMBER
 - WOOD JOIST/HANGER/TRUSS/STRUCTURE
 - FRAMED FLOOR SLAB
 - FRAMED SUBJ. SLAB
 - UNIT PARKING ALLOCATION
 - RAMPWAY ID
 - SECTION LINE NUMBER
- THE ABOVE LEGEND IS TO BE USED TO IDENTIFY THE ROOMS AND STRUCTURES SHOWN ON THIS PLAN. THE ROOMS AND STRUCTURES SHOWN ON THIS PLAN ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE.

PROVISIONS

1. ALL ROOMS SHALL BE PROVIDED WITH SMOKE DETECTORS.
2. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
3. ALL ROOMS SHALL BE PROVIDED WITH SMOKE EXHAUST SYSTEMS.
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TP DYNAMICS

AMC ARCHITECTURE

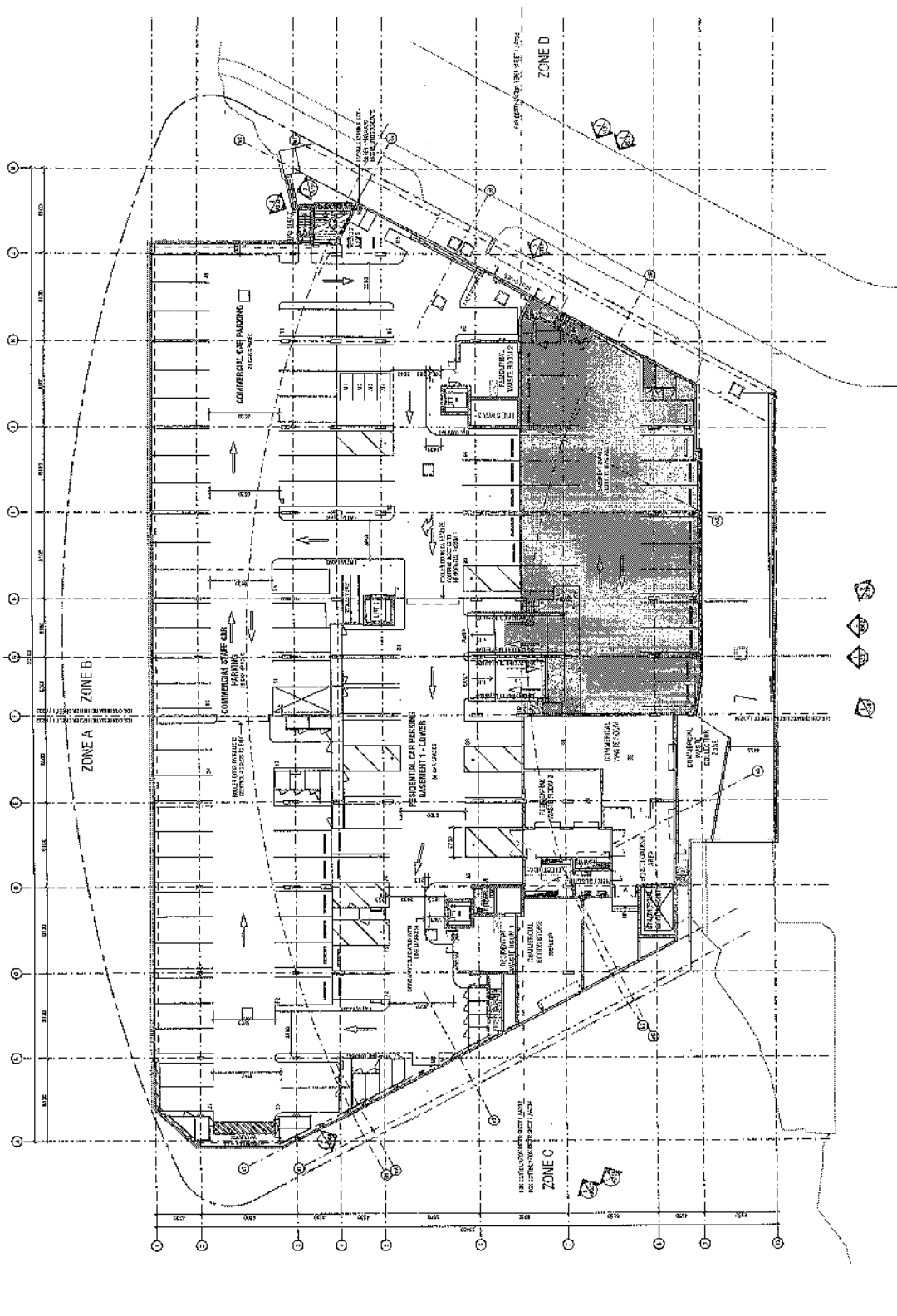
PROPOSED MIXED USE DEVELOPMENT
6+ BRIDGLAND

BRIDGEMOUNT CRESCENT, BRIDGLAND ACT 2617

KEY PLAN - BASEMENT 01 - LOWER

Scale: 1:100

Sheet: A222



KEY PLAN - BASEMENT 01 - LOWER
DATE: 11/20

FOR CONSTRUCTION

STORAGE DIMENSIONS	
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PROPOSED MIXED USE DEVELOPMENT
 6+ GIRILANG
 CHORUS CRESCENT, GIRILANG AEST 2617
 RESIDENTIAL PARKING SCHEDULE

TP DYNAMICS
 1179000000
 1. 8.10.2010

AMC ARCHITECTURE
 1179000000
 1. 8.10.2010

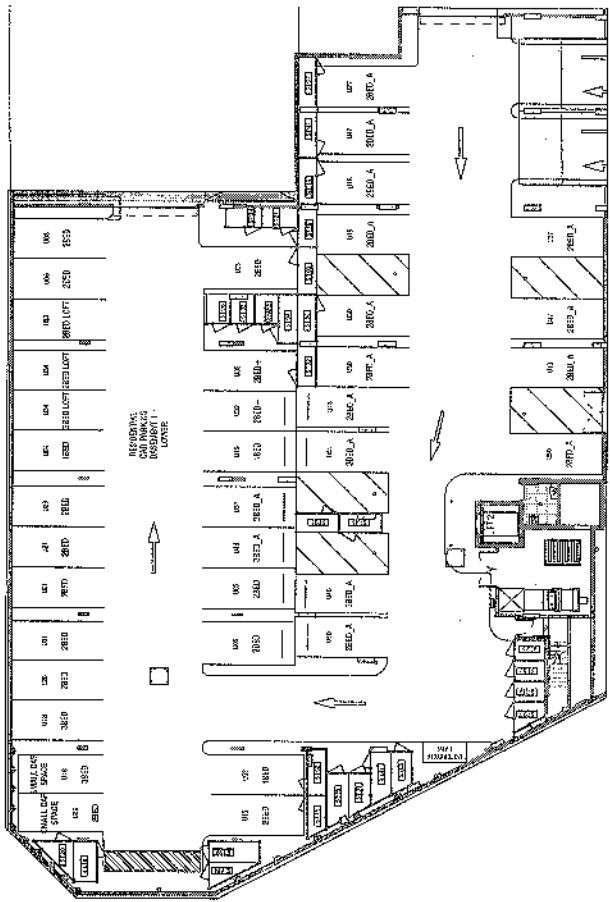
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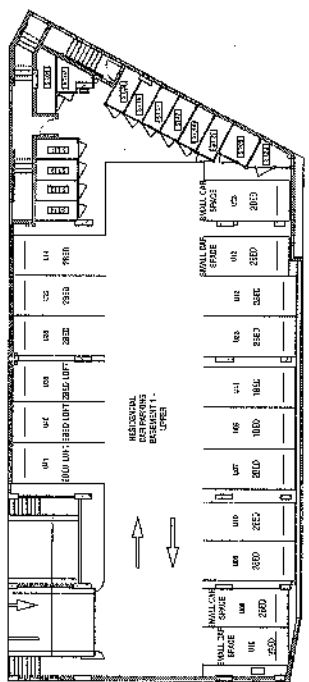
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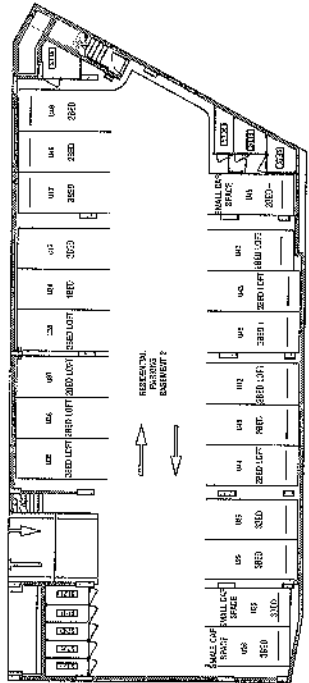
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2 RESIDENTIAL PARKING PLAN - BASEMENT OF LOWER



3 RESIDENTIAL PARKING PLAN - BASEMENT OF UPPER



3 RESIDENTIAL PARKING PLAN - BASEMENT OF

FOR REVIEW

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Project Name: COMMERCIAL BUILDING

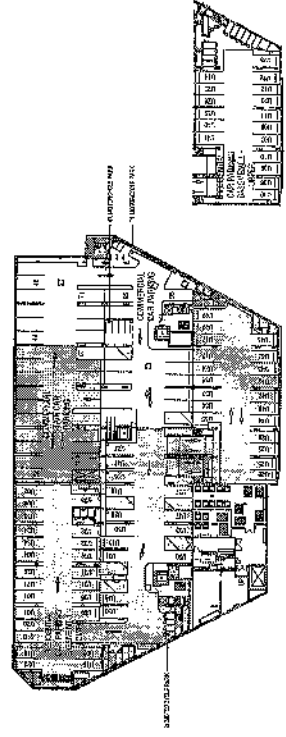
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Project Name: COMMERCIAL BUILDING

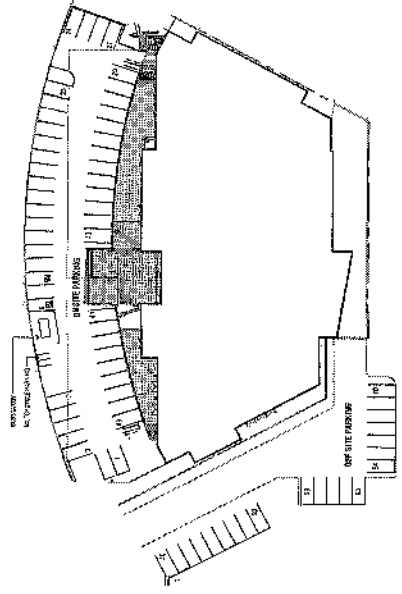
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PARKING PLAN - BASEMENT FLOOR
 SCALE: 1/8" = 1'-0"



PARKING PLAN - GROUND FLOOR
 SCALE: 1/8" = 1'-0"

FOR REVIEW

11/22/2016
 11/27/2016

TP DYNAMICS
 ARCHITECTURE & INTERIORS, INC.
 11111 N. CENTRAL EXPRESSWAY
 SUITE 1000
 DALLAS, TEXAS 75243

ANC
 ARCHITECTURE
 11111 N. CENTRAL EXPRESSWAY
 SUITE 1000
 DALLAS, TEXAS 75243

PROPOSED MIXED USE DEVELOPMENT
 677 GIRLING
 DALLAS, TEXAS 75243
 PROJECT NO. 16-00000001-001
 PROJECT NAME: 677 GIRLING
 PROJECT ADDRESS: 677 GIRLING
 PROJECT CITY: DALLAS, TEXAS 75243

Sheet No. 16-00000001-001
 Date: 11/22/2016
 Drawn: [Name]
 Checked: [Name]
 Title: [Title]

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 TP DYNAMICS ARCHITECTURE + INTERIORS
 1000 WEST 10TH AVENUE, SUITE 1000
 DENVER, CO 80202

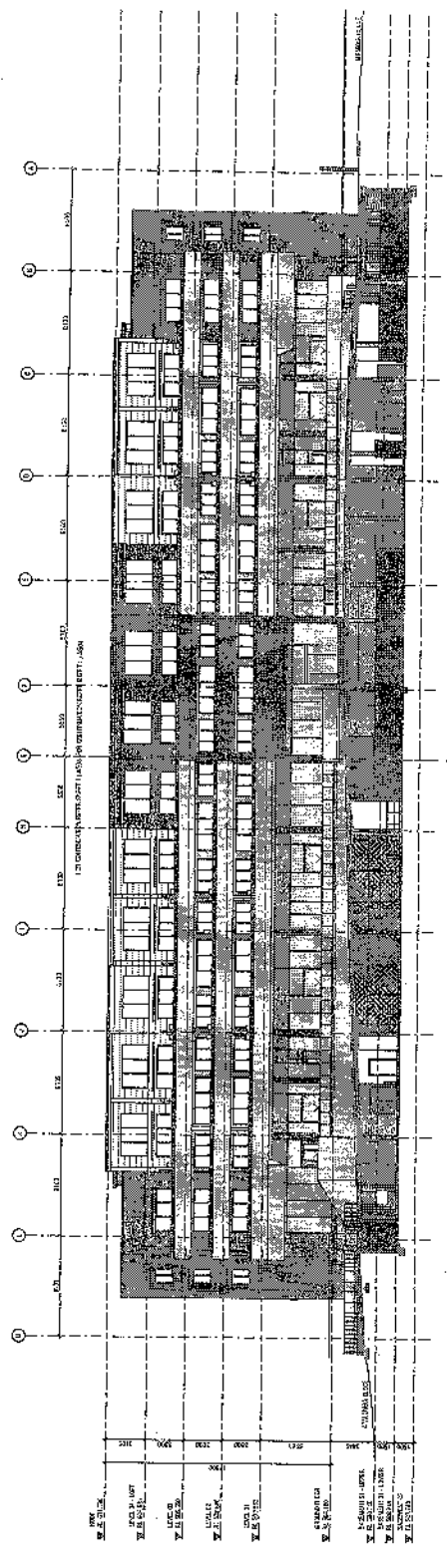
PROPOSED MIXED USE DEVELOPMENT
 1500 WEST 10TH AVENUE
 DENVER, CO 80202
 1500 WEST 10TH AVENUE
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 DENVER, CO 80202

TP DYNAMICS
 Architecture + Interiors
 1000 West 10th Avenue
 Suite 1000
 Denver, CO 80202

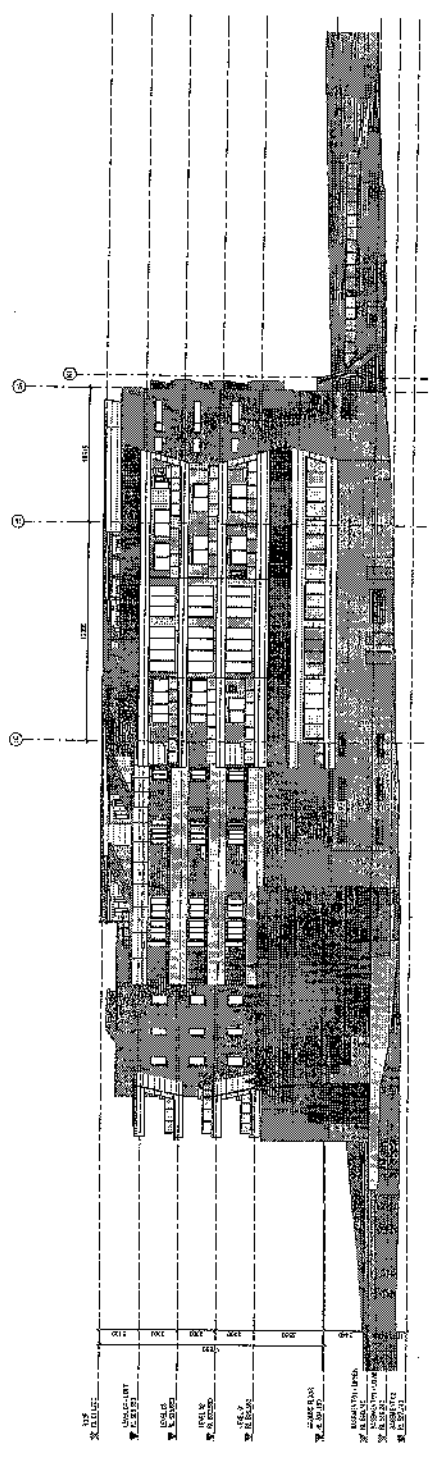
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 INTERIORS
 1500 West 10th Avenue
 Suite 1000
 Denver, CO 80202

PROPOSED MIXED USE DEVELOPMENT
 1500 WEST 10TH AVENUE
 DENVER, CO 80202
 1500 WEST 10TH AVENUE
 DENVER, CO 80202
 1500 WEST 10TH AVENUE
 DENVER, CO 80202

DATE: 11/27/2017
 DRAWING: 1500 WEST 10TH AVENUE
 SCALE: 1/8" = 1'-0"
 SHEET: 1500 WEST 10TH AVENUE
 TOTAL SHEETS: 1500 WEST 10TH AVENUE
 A501



1. SITE ELEVATION 1 - NORTH
 SCALE: 1/8" = 1'-0"



2. SITE ELEVATION 2 - EAST
 SCALE: 1/8" = 1'-0"

FOR CONSTRUCTION

INCLUSIONS FOR G+

Location	Description
GENERAL	
Maintenance	90 Days maintenance period
EER certificate	Energy Efficiency Rating of 6 Stars and above
Services	Service connection to water, sewage, electricity and NBN
Metering water and Electricity	Individual Metering to each unit
Heating and cooling	1 bedrooms: Reverse cycle air-conditioning to living area with condenser located on balcony. 2 & 3 bedrooms: Reverse cycle air-conditioning to living area and main bedroom with condenser located on balcony.
Ventilation	Mechanical ventilation to ranshood, toilets and bathrooms as per BCA requirements
Insulation and acoustics	Ceiling and wall insulation Acoustic separation between apartments will be provided in accordance with the National Construction Code.
Video intercom	Lobby to apartment video intercom system
Lifts	Two (2) lifts servicing individual floors and the basement.
Ceiling	The living area and bedroom ceiling height will generally be 2400 mm, bathroom, ensuite, laundry and kitchen will be generally 2200 mm subject to approved design.
Walls	Plasterboard with paint finish.

ELECTRICAL AND DATA POINT

General	Double power points throughout (single to dishwasher, microwave space and fridge space) Hardwired smoke detectors as required by BCA Recessed LED lighting throughout - to developer specification Provision for NBN connection Individual electric meter
Entry	1 light point
Main bedroom	2 light point, 2 double GPO, 1 TV point
Bedrooms	1 light point, 2 double GPO
Bathrooms / Ensuite	Tastic 2 in 1 (light and fan), 1 double GPO
Main living area	4 light points, 2 double GPO, 1 TV point, 1 data point
Dining area	2 light point, 2 double GPO
Kitchen / Bench	2 light point, 2 double GPO
Stair void	1 light point , 2 way switched (only applicable to loft apartments)
Laundry	1 light point, 1 double GPO
Balcony	1 outdoor light point, 1 external water proof GPO
Hotwater system	Electric instantaneous

EXTERNALS

Front door	Solid core front entry door with access lock
Windows and sliding doors	Double glazed aluminium framed windows and sliding doors with flyscreens
Letterbox	1 lockable letterbox per unit
Balcony Handrail	As per approved DA
Balcony Floor finish	Raised pavers on pedestal
Roof	COLORBOND® roof, fascia and gutter
Landscaping	Provided according to approved landscaping plan
Storage cage	Each apartment will be provided with a storage cage in the basement
Waste disposal	Waste room at basement level 1. Will comprise of recycling and general waste disposal with bin chutes on each floor.

INTERNALS

internal walls	Plasterboard lining throughout (moisture resistant, wet areas) Low sheen paint finish, colours to match interior hoard(s) Painting to all plasterboard linings
Ceilings	Square set throughout
Apartment floor finish	Floorboards as per selection board
Flooring to bedrooms	Carpet to bedrooms
internal doors	Flush panel 2040 mm high hinged doors and cavity sliding doors painted semi-gloss finish (door stops provided to all swing doors).
Door hardware	Passage sets to be provided to all internal doors with privacy sets to bathrooms, ensuites, powder rooms
Skirting and architraves	87mm (standard profile) painted semi-gloss finish
Bedroom wardrobes	Melamine finish with sliding doors
Linen and store cupboards	Melamine finish with sliding doors

ACCESS

Access Control	Visitor access granted via intercom from ground floor lobby. Resident access to lobby entries and lifts via key fob/proximity reader. Access to secured garage via remote or fob/proximity reader
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KITCHEN

Sink	Stainless steel bowl
Mixer	Chrome sink mixer
Flooring	Floor boards as per selection board(s)

KITCHEN & CABINETRY

Main cabinetry	Custom laminate colour as per selection board(s)
Feature joinery	Custom laminate timber look as per selection board(s)
Benchtop	20 mm benchtop
Door and drawers	Soft close doors, handles as per selection board(s)
Splashback	As per selection board(s)
Kickboard	As per builder's selection to match joinery

KITCHEN & APPLIANCES

Cooktop	Meile 574 mm ceramic induction cooktop
Oven	Meile 569 mm range:
Dishwasher	Meile 600 mm built in dishwasher
Rangehood	Meile 532 mm built-in rangehood ducted to atmosphere

BATHROOM / EN SUITE / POWDER ROOM

Fixtures and fittings	CAROMA tapware CAROMA wall-mounted shower rail with hand held shower CAROMA wall-mounted mixer CAROMA towel rails and toilet roll holder
Basin	Above counter basin
Vanity	Custom built vanity 20 mm top as per selection board(s)
Cabinetry	Shaving cabinet with built-in mirror
Shower Screen	Semi framed shower screen
Bathtub	CAROMA built-in or freestanding bath (As per selected floor plan)
Water closet	CAROMA wall faced toilet
Wall finish	Floor to ceiling wall tiles as per selection board(s)
Floor finish	Tiles as per selection board(s)

BATHROOM ACCESSORIES

Towel rail	CAROMA 600 mm double towel rail
Toilet roll holder	CAROMA toilet roll holder

LAUNDRY

Sink	Free standing laundry tub and cabinet
Laundry mixer	DORF sink mixer
Plumbing	Hot and cold water points for tub and washing machine connections
Floor finish	Tile finish as per selection board(s)
Splashback	Tiled as per builders selection.
Dryer	Builder's selection of front load vented dryer.
Ventilation	Auto-exhaust fan.
Doors	Single or BI-fold laundry cupboard doors (where applicable)

CAR PARKING

Car Parking	Secure basement carparking as per basement parking plan
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CLARIFICATIONS

Colour Schemes	There are two (2) colour schemes that will be made available to the purchaser. Purchasers are to make their colour selections upon exchange of contracts. Natural materials display characteristics which may vary from samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials. Variations should be expected and appreciated.
Light, GPOS, Bathroom Accessories	Light fittings, GPO's, access control system, TV/cable outlets telecommunication outlets and bathroom accessories are subject to detailed architectural design. Minor variations in location and quantities of these items may occur following architectural detailed design.

PROJECT: G+

Address: Block B Section 79 Giralang

Upgrade / Variations

UPGRADE OPTIONS AND ADDITIONAL COSTS

Location	Description	
KITCHEN UPGRADES		
Cost	Upgrades	Confirmed / notes
\$2,300.00	Model H 2265-1BP	Description MieleOven with a timer, XL oven compartment & pyrolytic cleaning. <input type="checkbox"/>
\$5,000.00	Model KM 7474 FL	Description Miele Induction cooktop with onset controls with PowerFlex cooking area for maximum power output. <input type="checkbox"/>
\$2,800.00	Model DA 2578	Description Miele Extractor unit with energy-efficient LED lighting and light-touch switches for easy use. <input type="checkbox"/>
\$1,700.00	Model M 2240 SC CLST	Description Miele Built-in microwave oven with sensor controls on the side for convenient operation. <input type="checkbox"/>

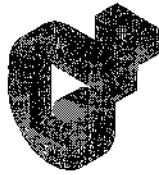
LAUNDRY UPGRADES		
Cost	Upgrades	Confirmed / notes
\$1,600.00	Model WCA 020	Description Miele 7KG Washing machine with honeycomb drum <input type="checkbox"/>
\$2,200.00	Model TCB 140 WP	Description Miele 7KG Heat Pump tumble dryer <input type="checkbox"/>
\$400.00	Model WTV 501	Description Miele Washer-dryer stacking kit <input type="checkbox"/>

GENERAL UPGRADES		
Cost	Upgrades	Confirmed / notes
\$700.00	Additional power points	<input type="checkbox"/>
\$700.00	Additional light points	<input type="checkbox"/>
\$700.00	Additional data points	<input type="checkbox"/>
\$1,200.00	Water connection to fridge	<input type="checkbox"/>

FINISHING UPGRADES		
Cost	Upgrades	Confirmed / notes
\$400.00 per sqm	Floorboard upgrade, hybrid to solid	<input type="checkbox"/>
\$170.00 per sqm	Floorboards in lieu of carpets	<input type="checkbox"/>

NOTES

Upgrades will only be accepted after exchange
 Upgrades must be clearly identified and initialled by the buyer(s)
 Any upgrade options added after the contract date will be subjected to an additional of \$880 (GST inclusive)



COLOUR & LAYOUT SELECTION FORM

PLEASE SELECT ONE SCHEME ONLY

This form is used to register your colour finish when purchasing a townhouse at G+ in Giralang.

1. You must complete one form for each unit that you purchase.
2. Please complete this form and provide it to your solicitor 30 days from Exchange of Contracts.
3. Please call your G+ selling agent who will assist you with making your colour selection.

You will have 2 options

- A. You can view the colour selection boards in person with your selling agent or;
- B. You can view photographic images of the colour selection, which your selling agent can make available to you. If you elect to use option b as the method for making your colour selection based on photographic images provided. You also understand and agree that every attempt has been made to photograph the colour selection board so as to provide a true representation of the finishes and colours of the materials to be used. It is understood that the images may not always highlight the true and exact colours, textures or intrinsic patterns in such materials.

Name: Yuan Lu Jinyu Zheng

Sales Person: Lin Du

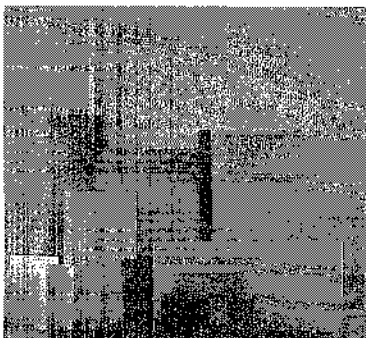
Address: 5 Glencairn Avenue, Indooroopilly, QLD 4068

Unit Number: 36

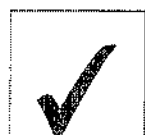
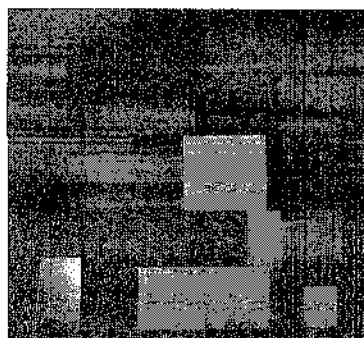
Contact: 0433 058 852

Email: bill.luyuan@gmail.com

Solicitor: Jeffrey Silk



Light Scheme



Dark Scheme



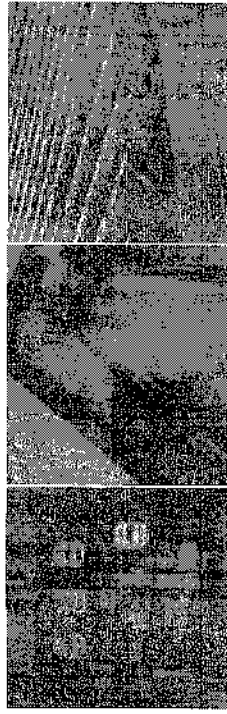
TP DYNAMICS

If a home was built before 1990

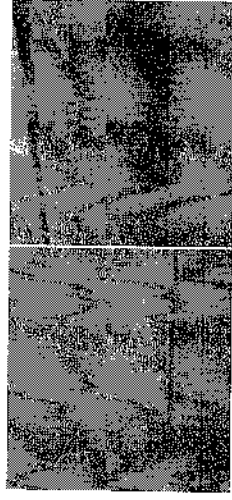
it may contain dangerous asbestos material



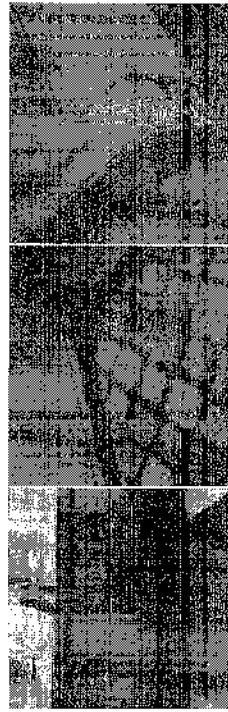
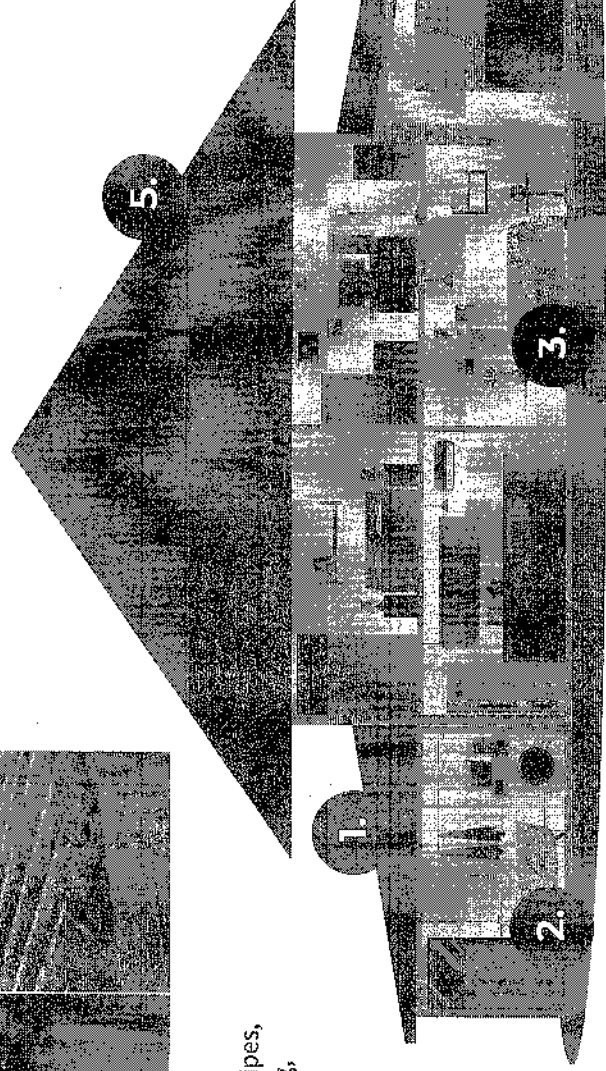
Identify where asbestos materials might be. Five common places are:



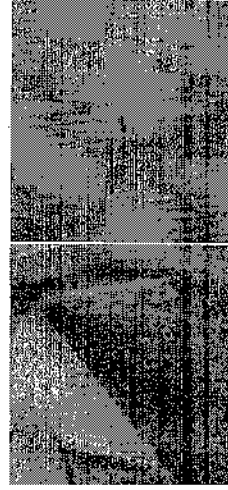
- 1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



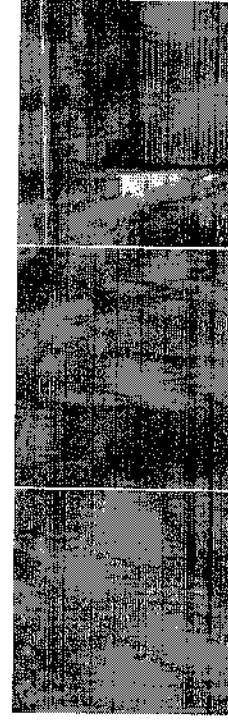
- 5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



- 2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



- 3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



- 4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990

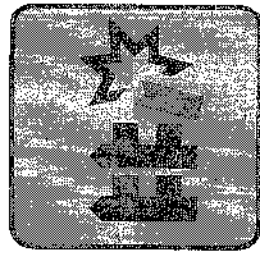
it may contain dangerous asbestos material



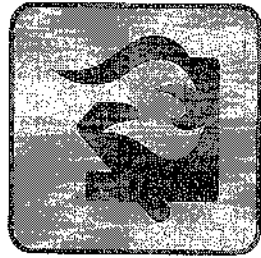
Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

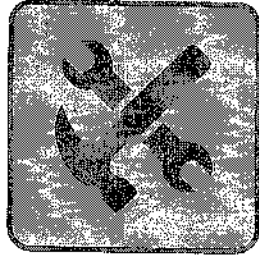
Asbestos materials become dangerous when:



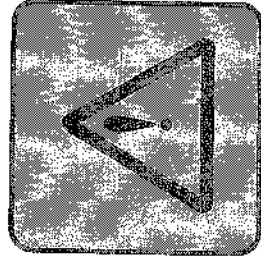
Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



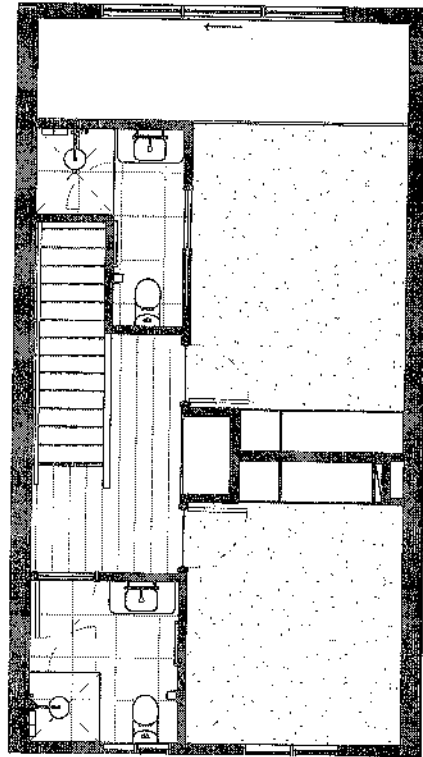
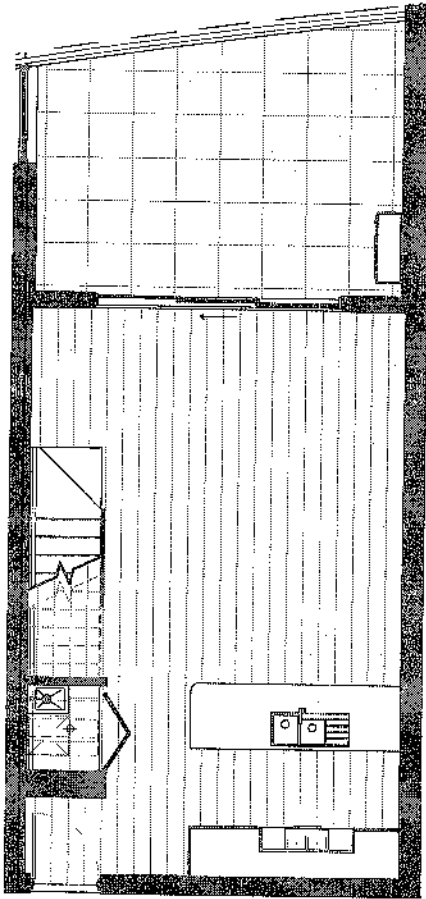
Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access-Canberra.

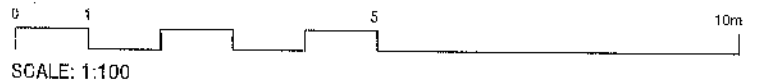
G+ GIRALANG

CANOPUS CRESCENT, GIRALANG ACT 2617



UNIT NO./BALCONY	LEVEL	TYPE	BED	BATH	GFA
U36	LEVEL 03	TYPE N	2BED LOFT	2 BATH	44 m ²
U36	LEVEL 04 - LOFT	TYPE N	2BED LOFT	2 BATH	53 m ²
B36	LEVEL 03	TYPE N	2BED LOFT	2 BATH	18 m ²
TOTAL AREA					115 m ²

CAR SPACE	NO.	LEVEL	STORAGE AREA
2400 x 5400 STANDARD	1	BASEMENT 02	4 m ²



M636 FEB 2023 1 100 UNIT TYPE N - 2 BED - UNIT 36



Energy Efficiency Rating Certificate for a single dwelling*

Civil Law (Sale of Residential Property) Act 2003 pt3 and
Civil Law (Sale of Residential Property) Energy Efficiency Rating
Guidelines Determination 2009 (No 2)



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia
Housing Provisions Verification V2.6.2.1

*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

Property Information

Unit 36 Block 6 Section 79
Street Address 70 Canopus Crescent, Giralang ACT 2617
Property Owner IP Giralang Pty Ltd
Owner's Address

Energy Rating Assessor

Name Eric Kindavong Company
Address 70 Hilda Kincaid Crescent, Macgregor ACT 2615
Telephone 0468 910 131 Email Kindesign.canberra@gmail.com
House Energy Rating software BERS Pro Version 4.4.1.5

Star Rating	Floor Area (m ²)		Loads (area adjusted MJ/m ² /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
8.3	77.1	7.1	47.5	14.8	62.3

Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan, their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

Roof				Reference Doc., No. and date
Construction Type	Insulation R Value	Colour - solar absorbptance		Proj. 2021/14
Metal roof	N/A	Med - 0.5		Drawn by: SL
Ceilings				
Construction Type	Insulation R Value	Insulation description		
Timber	R4.0	Bulk		
Floors				
Construction Type	Insulation R Value	Insulation description		
Suspended concrete	R2.0	Bulk		
Internal Walls				
Construction Type	Insulation R Value	Insulation description		
Shaft liner party wall	R2.0 both sides	Bulk		
Plasterboard on studs	N/A	N/A		
External Walls				
Construction Type	Insulation R Value	Colour - solar absorbptance		
Concrete block lined	R2.0 Bulk + sarking	Medium (SA) - 0.5		
FC cladding	R2.0 Bulk + sarking	Medium (SA) - 0.5		
Windows				
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value*	SHGC ⁺	Area (m ²)
Double glazed	Aluminium	4.28	0.58	19.1

*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Penetration Rating Council (APRC) protocol.

External Shading (eg pergolas, verandas, awnings, etc.)

Eaves and projections as indicated on drawings

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Suburban
Ventilated skylights	0
Seals to windows and doors	Yes
Exhaust fans without dampers	All exh. Fans modelled with dampers
Vented downlights	No vented downlights modelled

*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

Signature of Energy Rating Assessor

Date 24.10.22

ACT House Energy Rating Scheme

8.3 stars

Eric Kindavong
Assessor 201224
Date: 24.10.22