

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 |
| | | | | 2 | 24 | Deakin |
| and known as 70 Macgregor St, Deakin ACT 2600 | | | | | | |
| Seller | Full name | AIT Properties No8 Pty Ltd ACN 665 897 969 ATF AIT Properties No8 Unit Trust | | | | |
| | ACN/ABN | 13 446 740 479 | | | | |
| | Address | 8/28 Thynne Street Bruce ACT 2617 | | | | |
| Seller Solicitor | Firm | Morris Legal Group | | | | |
| | Email | erin@morrislegalgroup.com.au | | | | |
| | Phone | 0474 444 579 | Ref Erin Taylor | | | |
| | DX/Address | Suite 5, 28 Eyre St Kingston ACT 2604 | | | | |
| Stakeholder | Name | Morris Legal Group Pty Limited Law Practice Trust Account | | | | |
| Seller Agent | Firm | Matt Shipard | | | | |
| | Email | matt@hivecbr.com.au | | | | |
| | Phone | +61 (2) 6182 1802 | Ref Matt Shipard | | | |
| | 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 | | | | |
| Goods | Description | Per Inclusions List | | | | |
| Date for Registration of Units Plan | Not applicable | | | | | |
| Date for Completion | In accordance with Special Condition 64 | | | | | |
| Electronic Transaction? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes, using Nominated ELN: | | PEXA | | |
| Land Tax to be adjusted? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | | | | |
| Residential Withholding Tax | New residential premises? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | | | |
| | Potential residential land? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | | | |
| | Buyer required to make a withholding payment? | <input type="checkbox"/> No | <input checked="" 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 checked="" 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 | | | |
| | Email | | | | | |
| | Phone | | | | | |
| | DX/Address | | | | | |
| Price | Price | (GST inclusive unless otherwise specified) | | | | |
| | Less deposit | (10% of Price) | | <input checked="" type="checkbox"/> Deposit by Instalments | | |
| | Balance | (Special Condition 58 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: |
|---------------------|---------------------------|--|---|

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 certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — 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).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).

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 certified extract from the land titles register showing all registered interests affecting the Common Property
- Section 119 Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management Statement

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
- Disclosure 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

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

| | |
|---|--------------------------|
| Interest rate if the defaulting party is the Seller | 0% per annum |
| Interest rate if the defaulting party is the Buyer | 10% per annum |
| Amount to be applied towards legal costs and disbursements incurred by the party not at fault | \$550.00 (GST inclusive) |

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 | | Phone | |
| Address | | | |

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 Seller 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;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

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;

Building Management Statement has the meaning in the Land Titles 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 and **Completed** has a corresponding meaning;

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;

Disclosure Statement has the meaning in the *Civil Law (Property) Act 2006* (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;

Land Titles Act means the *Land Titles Act 1925* (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.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- ## 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.

- 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 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the

Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.

- 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 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,

provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.

- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 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. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020 (ACT)*;

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

- Electronic Workspace** has the meaning given in the Participation Rules;
- Electronically Tradeable** means a land title dealing that can be lodged electronically;
- ELN** has the meaning given in the Participation Rules;
- FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;
- GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;
- Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;
- Land Registry** has the meaning given in the Participation Rules;
- Lodgment Case** has the meaning given in the Participation Rules;
- Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;
- Nominated ELN** means the ELN specified in the Schedule;
- Participation Rules** mean the participation rules as determined by the ECNL;
- Populate** means to complete data fields in the Electronic Workspace;
- Prescribed Requirement** has the meaning given in the Participation Rules;
- Subscribers** has the meaning given in the Participation Rules; and
- Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.
- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction; and
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and

- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace –
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or the Buyer's mortgagee at the time of financial settlement; and
- 13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.
- 13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:
- 13.15.1 holds them on Completion in escrow for the benefit of the other party; and
- 13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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:

14.1.1 where the Seller is obliged to construct Improvements by Completion, 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; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

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

* Alter as necessary

** Alter as necessary

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.

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 this Contract says on page 2, 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 this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount this Contract says on page 2 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.

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 deliver 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 transmit it by email to a party's solicitor to the email address for that solicitor

as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.

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.

- 37.6 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).
- 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. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 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:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- 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.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 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.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided 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.
- 53.6 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:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 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.
- 53.8 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.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

* Alter as necessary

R. Residential Withholding Tax

R.1 Schedules

- R.1.1 On the Schedule, delete “Buyer required to make a withholding payment?” And replace with “RW Amount required to be paid?”.
- R.1.2 On page 3 of the Blue Pages, replace the table under the heading **RW Amount** with the following:

| | | | | |
|-----------------------------|---|---|------------------------------|--------------|
| Supplier | Name | The Trustee for AIT Properties No8 Unit Trust | | |
| | ABN | 13 446 740 479 | Phone | 02 6253 1536 |
| | Business Address | 8/28 Thynne Street Bruce ACT | | |
| | Email | futurepropertyconsulting@gmail.com | | |
| Residential Withholding Tax | Supplier’s portion of the RW Amount: | | | |
| | RW Percentage: | 7% | | |
| | 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 checked="" 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): | | | |

R.2 Amendments

- R.2.1 Clause 53 is amended as follows:
- in clause 53.1, in the definition of “RW Amount”, delete “the Buyer must pay” and replace with “must be paid”;
 - in clause 53.2, delete “no later than 7 days after the Date of this Contract” and replace with “not later than 28 days prior to the Date for Completion”;
 - in clause 53.3, delete “Buyer required to make a withholding payment?” And replace with “RW Amount required to be paid?”;
 - in clause 53.4, delete “Buyer required to make a withholding payment?” And replace with “RW Amount required to be paid?”;
 - delete clause 53.6 and insert a new clause 53.6 as follows:
 “Subject to clause 53.11, 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 (or the relevant recipient of the supply within the meaning of the GST Act) by the ATO, no later than seven days prior to the Date for Completion.”
 - In clause 53.8, delete “retain” and replace with “give to the Seller”;
 - in clause 53.9, delete “Buyer” and replace with “Seller”;
 - in clause 53.9.2, and after the words “to the ATO”, insert the words “within five Business Days of Completion”.
 - Insert a new clause 53.10:

“The Buyer and the Seller must comply with all ATO requirements in relation to the Withholding Law and must also assist and cooperate with each other in order to ensure that those requirements are met. If necessary to give effect to this clause, the Buyer appoints the Seller as its agent for the purpose of completing any notification required to be given by the Buyer to the ATO.”

- (j) Insert a new clause 53.11:

“The Seller may provide to the Buyer updated RW Amount Information at any time and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated R W Amount Information in accordance with this clause, the Buyer must, within 2 Business Days of receipt, 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 including the updated RW Amount Information.”

- (k) Insert a new clause 53.12:

“The Seller indemnifies the Buyer against the amount of any penalties or interest charges imposed by the ATO on the Buyer (or the relevant recipient of the supplier) arising from any failure by the Seller to forward the unendorsed bank cheque required by clause 53.9.1 to the ATO.”

SPECIAL CONDITIONS

BLOCK 2 SECTION 24, DEAKIN



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Seller's General and Special Disclosures

54. Finishes Selection

- 54.1 The Buyer will advise the Seller of their colour selection on or before the date of this Contract.
- 54.2 If the Buyer does not provide colour selection as at the date of this Contract, the Seller will make a selection with no reference to the Buyer.
- 54.3 At Completion, the Buyer will be liable for an adjustment for the cost of any optional upgrade selected by the Buyer.
- 54.4 The Buyer may make no objection, requisition or claim or delay Completion in respect of the Seller's selection under this Special Condition 54.
-

55. Utilities

- 55.1 The Seller discloses to the Buyer that the Seller has not concluded arrangements with providers for Utilities in relation to the Development.
- 55.2 The Buyer acknowledges that:
- (a) the Seller has not concluded arrangements with the providers of Utilities to the Development;
 - (b) meters for Utilities may not be installed at Completion; and
 - (c) it may incur Connections Costs.
-

56. Contamination

- 56.1 The Seller gives no warranty as to the condition of the Land.
- 56.2 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of:
- (a) the soil;
 - (b) groundwater;
 - (c) the existence or non-existence of any substance on or affecting the Land
- and the Buyer must not rescind or make any claim against the Buyer in relation to those matters or the matters referred to in this Special Condition 56.
- 56.3 The Buyer acknowledges that:
- (a) the Land may contain soil or fill materials that may have residual contamination;
 - (b) the existence of regrading, fill, groundwater, contamination or a soil classification of or upon the Land may amount to a delay under Special Condition 61.2; and
 - (c) the existence of groundwater or the need for an Environmental Protection Authority discharge permit in relation to groundwater or the need for treatment or assessment of groundwater may amount to a delay under Special Condition 61.2.
-

57. Proposed Easements

- 57.1 The Seller discloses and the Buyer acknowledges that the Development may require the registration of one or more easements over the Land including with respect to:
- (a) Utilities;
 - (b) maintenance of easements.
- 57.2 The Buyer acknowledges that the Owners Corporation may be required to contribute a reasonable proportion of the costs of maintaining easements, even if the easements:
- (a) form part of land that is not part of the Development; or
 - (b) form part of the Development but benefit another party.
- 57.3 The Buyer may make no objection, requisition, claim for compensation, delay Completion, rescind or terminate this Contract in respect of any matter raised in this Special Condition 57

Handling the Deposit

58. Deposit Instalments

- 58.1 Clauses 2.1, 2.2, 2.3 and 2.4 of the Contract are deleted.
- 58.2 If paid by cheque, the Buyer will pay the Deposit to the Stakeholder at the Date of this Contract, in the following instalments:
- (a) the amount equal to 5% of the Price on the Date of this Contract (**First Instalment**); and
 - (b) the balance of the amount equal to 10% of the Price on the Date for Completion (**Second Instalment**);
- and the sum of the instalments total 10% of the Price.
- 58.3 If paid by Bond or Bank Guarantee, the Buyer will pay the Deposit to the Stakeholder in the following instalments:
- (a) \$1,000.00 by cheque or electronic funds transfer on the date of this Contract (**First Instalment**); and
 - (b) the balance of the amount equal to 10% of the Price by delivering a Bank Guarantee or Bond that is compliant with Special Condition 58.3 to the Seller within 30 days of the date of this Contract (**Second Instalment**);
 - (c) and should the Bond or Bank Guarantee total 10% of the Price, the Stakeholder will refund the First Instalment to the Buyer.
- 58.4 If the Deposit or any instalment of the Deposit is:
- (a) not paid on time and in accordance with Special Condition 58.2 or 58.3; or
 - (b) paid by cheque and the cheque is not honoured on first presentation;

- (c) the Buyer is in default and the Seller may at its election:
- (d) immediately issue a notice under clause 18; or
- (e) terminate the Contract under clause 19 without the notice otherwise necessary under clause 18.

- 58.5 The Buyer acknowledges that this Special Condition 58 is an essential term of this Contract and time is of the essence for the payment of each instalment under this Special Condition 58.2 or 58.3.
- 58.6 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.
- 58.7 This Special Condition is for the benefit of the Seller and the obligations imposed on the Buyer are essential.
- 58.8 The obligations imposed on the Buyer by this Special Condition bind the Buyer despite any indulgence, waiver or extension of time by the Seller to the Buyer.

59. Bond or Bank Guarantee

- 59.1 Payment by Bond or Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under clause 2 and Special Condition 59.
- 59.2 The Buyer will pay the amount stipulated in any Bond or Bank Guarantee to the Seller by unendorsed bank cheque:
- (a) on the Date for Completion of this Contract;
 - (b) 30 days prior to the expiry of the Bond or Bank Guarantee;
 - (c) within 2 Business Days of receiving written notice from the Seller of its opinion that the provider of the Bond or Bank Guarantee is unable to pay the amount referred to in it; or
 - (d) some other occasion as may be provided for the Deposit to be accounted for to the Seller.
- 59.3 If, by the Seller's extension of the Approvals Date, the Bond or Bank Guarantee expires sooner than 45 days after the extended Approvals Date, the Buyer will provide, within 14 days of the Seller's extension notice:
- (a) a replacement Bond or Bank Guarantee; or
 - (b) the amount stipulated in the Bond or Bank Guarantee by unendorsed bank cheque.
- 59.4 If the provider of the Bond or Bank Guarantee is placed under external administration of any nature before Completion, the Buyer will, within 24 hours:
- (a) provide a replacement Bond or Bank Guarantee by another bank reasonably acceptable to the Seller; or
 - (b) pay the Deposit in accordance with clause 2 and Special Condition 58 of the Contract.

- 59.5 If the Buyer fails to:
- (a) provide a Bond or Bank Guarantee;
 - (b) replace a Bond or Bank Guarantee; or
 - (c) pay the amount of a Bond or Bank Guarantee by way of unendorsed bank cheque;
- as required by this Special Condition 59, and the Deposit is not otherwise paid, the Buyer is in default under this Special Condition then the Seller may at its election:
- (d) call upon any unexpired Bond or Bank Guarantee it may hold;
 - (e) immediately issue a notice under clause 18; or
 - (f) terminate the Contract under clause 19 without the notice otherwise necessary under clause 18.
- 59.6 If the Seller serves on the Buyer a written notice claiming the Deposit is forfeit:
- (a) the Seller may call upon any unexpired Bond or Bank Guarantee it may hold; and
 - (b) the Buyer will pay to the Seller within 2 Business Days any amount of the Deposit yet unpaid to the Stakeholder.
- 59.7 Any moneys paid to or received by the Seller as a result of the Buyer's default is the property of the Seller in accordance with this Contract.
- 59.8 This Special Condition 59 is for the benefit of the Seller and the obligations imposed on the Buyer are essential.

Building the Development

60. Approvals

- 60.1 The Seller will take reasonable steps to procure the Approvals prior to the Approvals Date.
- 60.2 If the Seller does not obtain the Approvals in a form acceptable to the Seller by the Approvals Date, the Seller may:
- (a) extend the Approvals Date; or
 - (b) subject to the provisions of any legislation, rescind this Contract and the provisions of clause 21 will apply.
- 60.3 The Buyer will not make any claim or rescind or terminate this Contract due to any delay in obtaining the Approvals or extension to the Approvals Date.
-

61. Construction

- 61.1 After obtaining the Approvals, the Seller will engage a suitably qualified contractor to:
- (a) perform the Works; and
 - (b) install the Inclusions in the Property,
- in accordance with

- (c) the Plans;
- (d) Authority requirements; and
- (e) industry-accepted standards of workmanship.

61.2 If the Seller:

- (a) is prevented from commencing, proceeding with or completing the Works due to any circumstance outside the Seller's control; and
- (b) the Seller has taken reasonable steps to remove the cause of delay; and
- (c) the delay continues for a period exceeding 90 days,

then, subject to the provisions of any legislation, the Seller may rescind this Contract by written notice to the Buyer and clause 21 will apply.

62. Variations During Construction

62.1 The Standard Terms are varied as follows:

- (a) deletion of 37.3, 37.4 and 37.11.1.

62.2 Clause 37.5 is amended by deleting the words "either the size or value of the Unit" and replaced with "the area of the Property".

62.3 In addition to clause 37.5 the Buyer may make no objection, requisition or claim, delay Completion or rescind or terminate this Contract in respect of variations to:

- (a) the layout of the Property (including any kitchen, bathroom, ensuite and laundry) to accommodate services, riser ducts, structural support and other structures arising out of final detailed design; or
- (b) the Inclusions provided that inclusions of similar or better quality are provided; or
- (c) the Property, provided that those variations do not delete in any room.

62.4 Buyer will not make any objection, requisition or claim, delay Completion, rescind or terminate this Contract in respect of any variation referred to in this Special Condition.

Preparing for Completion

63. Pre-Completion Inspection

The Buyer may within 5 Business Days of earlier notification that the Property is ready for inspection, inspect the Property once only and within 2 Business Days provide the Seller with one only list of Defects (**Pre-Completion List**) in relation to the Property and in this respect time is of the essence.

63.1 The Seller will use best endeavours to rectify the Pre-Completion List prior to the Date for Completion.

63.2 The Seller will rectify during the Defects Liability Period any Pre-Completion List item not rectified prior to the Date for Completion.

63.3 If the Buyer does not submit a Pre-Completion List to the Seller, its rights under the Defects Liability Period are not diminished.

63.4 The Buyer will 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.

64. Completion

64.1 Completion of this Contract is to occur within 14 days of the Seller's written notice to the Buyer that the Certificate of Occupancy has been issued.

64.2 Completion shall take place via PEXA during normal business hours nominated by the Seller, or as otherwise agreed between the parties.

65. Adjustments

65.1 Clause 8 is deleted.

65.2 The Seller is entitled to the Income up to and including Completion. The Buyer is entitled to the Income after Completion.

65.3 The Seller is liable for all Land Charges up to the date that the Certificate of Occupancy is issued. The Buyer is liable for all Land Charges after the date that the Certificate of Occupancy is issued.

65.4 The parties will pay any adjustment of the Income, Land Charges and Connection Costs on Completion.

65.5 At Completion, the Seller may require the Buyer to provide a bank cheque drawn in favour of the provider of a Utility.

65.6 If separate assessments of Land Charges, in respect of the Property are not issued on Completion, all necessary adjustments between the parties will be based upon the reasonable opinion of the Seller of the likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.

65.7 If the Seller incurs Connections Costs, the Buyer will be liable for an adjustment at Completion.

65.8 The Buyer will not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in set out in this Special Condition.

Matters After Completion

66. Urgent Defects Rectification

66.1 At any time during the Defects Liability Period, the Buyer may notify the Seller in writing of any Defect relating to:

- (a) electricity or gas supplies or distribution;
- (b) sewerage or drainage; or
- (c) any portion of the Property the fault or defect in which could materially restrict or interfere with the property use and enjoyment of the Property by the Buyer,

and the Seller will rectify such Defects as soon as practicable after notification at no cost to the Buyer.

67. Post-Completion Defects

- 67.1 For any Defect other than those noted in Special Condition 66, the Buyer will submit a single written list of Defects to the Seller during the Defects Liability Period (Post-Completion List).
- 67.2 The Seller is not liable to rectify any cracks, marks, dents, scratches, stains or any other superficial damage to or Defects in the Property or the Inclusions unless they were noted on the Pre-Completion List.
- 67.3 The Seller will rectify the Post Completion List within 90 days of notification at no cost to the Buyer.
- 67.4 The Buyer will make the Property available to the Seller's contractors at times notified to the Buyer from time to time to enable rectification of the Pre-Completion List and the Post-Completion List.
- 67.5 The Seller is not liable for any matter covered by a manufacturer's warranty.
- 67.6 The Seller will use best endeavours to assign the benefit of all manufacturers' warranties to the Buyer.

Other Special Conditions

68. Insolvency

- 68.1 If the Buyer is a natural person (or persons) and:
- (a) the Buyer (or one of the Buyers) 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; or
 - (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 (or one of the Buyers) commits an act of bankruptcy;
- the Buyer will immediately notify the Seller in writing.
- 68.2 If any of the events specified in Special Condition 68.1(a), (b) or (c) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 68.3 If the Buyer is a company (or companies) and:
- (a) the Buyer (or one of the Buyers) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with the Corporations Act; or
 - (b) a controller (as defined by the Corporations Act) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyer's) assets;
- the Buyer will immediately notify the Seller in writing.

- 68.4 If any of the events specified in Special Condition 68.1(a) or (b) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 68.5 If any of the events specified in Special Condition 68.1(a) or (b) happens to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this contract and clause 21 will apply.
-

69. FATA Approval

- 69.1 If the Buyer requires approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to buy the Property:
- (a) the Buyer will on the date of this Contract advise the Seller in writing that it is a foreign person requiring approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth);
 - (b) the Buyer will make application to the FIRB for approval (or such similar process of approval as is mandated) as at the date of this Contract;
 - (c) the Buyer will use its best endeavours to obtain approval;
 - (d) the Buyer will advise the Seller in writing no later than three (3) Business Days from when it receives advice in writing about the outcome of its application; and
 - (e) the Seller may rescind this Contract by notice in writing if it has not received confirmation in writing that the Buyer may proceed with the purchase unconditionally within 60 days of the date of this Contract, and clause 21 will apply.
- 69.2 The Buyer requires approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) to buy the Property, or if the Buyer would require said approval but for the Seller obtaining approval as a developer to sell to foreign buyers without FIRB approval, then:
- (a) Special Condition 58 does not apply; and
 - (b) the Buyer will pay the Deposit to the Stakeholder in full by cheque on or before the date of this Contract.
-

70. Director's Guarantee

- 70.1 Where the Buyer is a corporation, all directors of that corporation will provide a guarantee in the form provided at Annexure A securing the corporation's performance of its obligation under this Contract.
-

71. Price inclusive of GST

- 71.1 Clause 24 of the Standard Terms is deleted.
- 71.2 The Price paid under this contract is a total price regardless of whether there is any GST applicable on the sale. If for any reason the sale of the Property is not a taxable supply, the Buyer:
- (a) acknowledges that the Price is agreed regardless of the GST treatment of the sale of the Property; and
-

(b) releases the Seller from any claim relating to the payment and remittance of GST.

71.3 The parties agree to apply the margin scheme under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

71.4 To the extent that GST is applicable at law, the parties agree that the Price payable in accordance with this Contract is inclusive of GST (within the meaning of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) as amended from time to time), and the payment of GST, if any, is at the sole risk of the Seller.

72. Caveat

72.1 The Buyer may not lodge a caveat for registration in respect of the Land or the title to the Property prior to Completion.

73. Assistance

73.1 Each party 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 other party to assist in the timely completion of the Works and Completion of this Contract

74. Representation

74.1 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.

74.2 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.

75. Electronic Transaction

75.1 For the purposes of this Special Condition:

(a) **Platform** means an electronic conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.

75.2 Generally, and for the purposes of:

(a) *the Electronic Transactions Act 2001* (ACT);

(b) *the Electronic Transactions Act 1999* (Cth); and

(c) *Electronic Conveyancing National Law (ACT) Act 2020* (ACT)

each party consents to:

(d) the electronic signing of this Contract;

(e) the electronic exchange of this Contract;

(f) the electronic Completion of this Contract (if available at the time of Completion); and

- (g) notices being served or received under this Contract electronically, including by email,

whether performed via the Platform or otherwise.

75.3 The parties warrant that:

- (a) the electronically signed and exchanged Contract; and
- (b) if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:

- (c) the parties' intention to enter into and be bound by the Contract;
- (d) the parties' consent to conducting this Contract electronically; and
- (e) the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

75.4 Where the Buyer is a corporation, the Buyer warrants that:

- (a) it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
- (b) the persons signing on behalf of the Buyer:
 - (i) have been duly appointed;
 - (ii) have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - (iii) properly perform their duties to the Buyer
 - (iv) hold the office or role that they hold out that they occupy, when signing this Contract;
- (c) it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.

75.5 The parties acknowledge and agree that:

- (a) this Special Condition does not diminish the obligations of the parties to:
 - (i) provide the transfer and other documents or instruments on paper signed in wet ink and (if required) duly attested in accordance with the *Land Titles Act 1925* (ACT) or the requirements of the ACT Land Titles Office;
 - (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) documents, pursuant to a power of attorney; and
 - (B) deeds generally; and

- (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

75.6 The Seller's solicitor will provide to the Buyer's solicitor within 7 days from the date of this Contract:

- (a) the duly executed transfer, as required by clause 5.2; and
- (b) if the Contract is executed under a power of attorney for the Seller, the original front page of the Contract signed and by that attorney and duly witnessed as required by section 227(4) of the *Civil Law (Property) Act 2006 (ACT)*, with the security certificate from the Platform confirming electronic exchange.

75.7 The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this Special Condition.

76. Agent

76.1 The Buyer warrants that it was not introduced to the Property and the Seller by anyone other than the Seller's Agent.

76.2 The Buyer indemnifies and keeps indemnified the Seller for any claim from or liability to another agent, whether actual or threatened, in respect of this Contract arising from a breach of the Buyer's warranty.

76.3 This clause does not merge on Completion.

77. No Waiver

77.1 The Seller waives a right under this Contract only by giving written notice that it waives that right.

77.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

77.3 The Seller's right arising under this Contract is not impaired or waived by:

- (a) a failure to exercise that right;
- (b) a delay in exercising that right;
- (c) a partial exercise of that right;
- (d) a previous exercise of that right; or
- (e) negotiations between the Parties.

Amendments, Definitions and Interpretation

78. Amendment to Standard Terms

78.1 The Standard Terms are varied as follows:

- (a) deletion of clauses 6.1 and 6.2;
- (b) deletion of clauses 9.2 and 9.3;
- (c) deletion of clauses 7.1.4, 7.2.5-7.2.6;
- (d) deletion of clause 10.1;
- (e) deletion of clause 12;
- (f) deletion of clause 14;
- (g) deletion of clause 15.5;
- (h) deletion of clause 17.1.1 (a);
- (i) in clause 18, insert a new clause 18.12 to read as follows
 - “18.12 If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:
- (j) extend the period for Completion under the Notice to Complete; or
- (k) withdraw the Notice to Complete,
- (l) by written notice to the Buyer in the Seller’s absolute discretion and with or without the consent of the Buyer.”
- (m) deletion of clause 22.1.1;
- (n) amendment of clause 22.1.2 by inserting after “the rate of” the words “10%” and deleting the words “the date 7 days after”;
- (o) amendment of clause 26.2 to insert:
 - “26.2.6 send it by email to a party’s solicitor, (a notice is taken to have been received at the time shown on the delivery or read receipt by the computer from which the message was sent which indicates that the message was sent to the email address of the recipient, whichever is received earlier.”
- (p) amendment of clause 28.2 by deleting the words “or so much of it as exceeds 5% of the Price”;
- (q) deletion of clause 31;
- (r) deletion of clause 32;
- (s) deletion of clause 33;
- (t) deletion of clauses 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50.

79. Definitions

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

Approvals means all development approvals (including amendments to such approvals), consents, finance, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions necessary for undertaking and completing the Works. and includes, without limitation:

an adjustment to the boundary of the Land.

Approvals Date means 30 September 2024.

Authority means any government department (including Commonwealth, State or Local), body, instrumentality or other statutory body which has jurisdiction over the Land or with whose systems the Land is or will be connected, and includes the Registrar-General of the Australian Capital Territory.

Bank Guarantee means a bank guarantee issued by a bank operating in Australia naming the Seller or its nominee as the beneficiary, and otherwise in form and substance satisfactory to the Seller.

Bond means a deposit bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller.

Connections Cost means the cost of installation of meters or connection of any Utility.

Contract means this contract from sale including the Standard Terms and these Special Conditions and any annexure or schedules to it.

Crown Lease means the crown lease to be issued for the Land in the Seller's name which is substantially in accordance with the specimen crown lease for the Land annexed to this Contract.

Date for Completion means the date determined pursuant to Special Condition 64.

Defect means any defect, fault or omission in the construction of the Property as assessed against the National Construction Code at the time the Property was built, and expressly excludes:

- (a) any matter arising from the act, omission or negligence of the Buyer or any occupier, or their guest, invitee, contractor or agent, or any other third party;
- (b) natural shrinkage in the Property or faults caused by natural shrinkage in the Property;
- (c) minor faults or irregularities in natural materials used in the Property; and
- (d) defects not located in the Property.

Defects Liability Period means the period 90 days from the earlier of:

- (a) the date of Completion; and
- (b) the date the Buyer takes occupation of the Property.

Development means the building to be constructed on the Land in which the Property is to be situated.

Director means a director (if any) of the Buyer.

Inclusions means the inclusions listed in the Inclusions List, to be installed in the Property.

Inclusions List means the schedule of inclusions attached to this Contract.

Land means Block 2 Section 24 Division of Deakin in the Australian Capital Territory and any description it may be assigned in the future.

Plans means the plans and specifications attached to this Contract.

Schedule means the Schedule on the front page of the Contract.

Standard Terms means the printed terms of the standard ACT Law Society Contract 2018 Edition.

Utility means any service connected to the Property or the Development providing electricity, gas, water, hot water, fibre, voice or broadband and may include an embedded network for any of these services.

Works means the construction of the Development on the Land, in accordance with the Plans, Approvals and Authority requirements (but subject to amendments as contemplated by this Agreement).

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

80. Conflicts or Inconsistencies

80.1 In the event that any of these Special Conditions conflict with or are inconsistent with any of the Standard Terms of this Contract (clauses 1-53 inclusive), then the Special Conditions shall apply to override the Standard Terms of this Contract.

80.2 In the event that any of these Special Conditions (or part of a Special Condition) is inconsistent with applicable legislation that cannot be contracted out of, then that Special Condition (or part of a Special Condition) shall not apply to this Contract, to the extent of the inconsistency only, but the remaining Special Conditions (or parts of the Special Conditions that are not inconsistent with the applicable legislation that cannot be contracted out of shall remain valid.

81. Interpretation of Contract

81.1 The parties agree that the rule of *contra proferentem* does not apply to this Contract.

ANNEXURE A

GUARANTEE AND INDEMNITY

I, **[Director's Name]**of

[address]..... agree as follows:

1. If the Buyer fails to perform and observe this Contract, the Guarantor agrees to perform the Buyer's obligations on demand as directed by the Seller.
2. As a separate, primary and severable liability, the Guarantor indemnifies the Seller, and agrees to keep the Seller indemnified, against loss or damage suffered or incurred by the Seller arising out of:
 - (a) a failure by the Buyer to observe or perform this Contract;
 - (b) an obligation on the Buyer under this Contract being ineffective for any reason whatsoever (whether or not the Seller knew or ought to have known of that reason) including:
 - (c) a legal limitation, disability or incapacity of the Buyer or a lack or improper exercise of a power or authority in relation to the Buyer;
 - (d) the Buyer making an arrangement, assignment or composition for the benefit of its creditors;
 - (e) an order made or resolution effectively passed for the winding-up of the Buyer;
 - (f) the Buyer going into liquidation or a receiver, administrator or provisional liquidator is appointed to the Buyer; or
 - (g) the obligation being or becoming illegal, invalid, void or unenforceable.
3. The Guarantor agrees that its personal property, including real property, is charged with the performance of the Guarantor's obligations under this Guarantee and Indemnity.
4. Each indemnity in this Guarantee is a continuing obligation separate and independent from the other obligations of the Guarantor and survives the termination of this Contract.
5. It is not necessary for the Seller to enforce this Contract against the Buyer or otherwise to incur expense, loss, damage or make payment before enforcing a right of indemnity and recovery conferred by this Guarantee.
6. The Guarantor acknowledges that:
 - (h) they are giving this guarantee and indemnity and incurring obligations and granting rights under this Contract for valuable consideration;
 - (i) they have not entered into this Contract in reliance on, or as a result of, a statement or conduct not otherwise expressly included in this Contract; and
 - (j) the Guarantor may not request or require another Party to do anything, including disclosing anything or giving advice, except as expressly set out in this Contract.
7. This Guarantee remains binding on all Parties despite:
 - (a) Completion; or
 - (b) termination of this Contract.
8. Where there is more than one Guarantor, then the obligations and liabilities of the Guarantors to be observed and discharged or performed by them are binding on them jointly and each of them individually.
9. The liability of a Guarantor is unlimited.

10. As far as lawfully possible, nothing in law or equity, compromises or can compromise:
- (a) the Guarantor's liability as a guarantor, principal debtor, or indemnifier; and
 - (b) the Seller's right to enforce this guarantee and indemnity.
11. The things in this Guarantee which do not or cannot compromise a guarantor's liability include, but are not limited to:
- (a) a person granting:
 - (i) time;
 - (ii) waiver;
 - (iii) a covenant not to sue;
 - (iv) other indulgence; or
 - (v) concession,whether or not an additional burden is imposed to or making of an arrangement, compromise or composition with a person, or compounding a liability, in any way;
 - (b) laches, acquiescence, delay, omission, mistake or other act by the Seller or other person or both of them;
 - (c) this guarantee and indemnity, another document, payment or other transaction, under one or more of them being or becoming wholly or partially illegal, invalid, void, voidable, unenforceable or otherwise of limited force or effect;
 - (d) a variation, renewal, amendment or novation or a dealing with this Contractor other document irrespective of whether or not the effect:
 - (i) is material;
 - (ii) imposes an additional liability, or
 - (iii) is onerous,on any Guarantor or an other person;
 - (e) an invalidity or irregularity in the execution of this Contract by a Guarantor or a deficiency or irregularity in the powers of a Guarantor to enter into or observe its obligations under this Contract;
 - (f) a judgment against a Guarantor or other person; or
 - (g) a change in capacity, rights or obligations of a Guarantor or other person.

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Deakin Section 24 Block 2 on Deposited Plan 1442

Lease commenced on 31/10/2023, granted on 31/10/2023, terminating on 30/10/2122

Area is 544 square metres or thereabouts

Proprietor

AIT PROPERTIES NO8 PTY LTD

8/28 THYNNE ST, BRUCE ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 3018 Folio 471**

Restrictions

Market Value Lease: Applies For Term Of Lease

Purpose Clause: Refer Crown Lease

S.298 Planning and Development Act 2007: Current

Easements

Subject To Easement In Crown Lease

| Registered Date | Dealing Number | Description |
|-----------------|----------------|---------------------------------------|
| 06/11/2023 | 3279884 | Application to Register a Crown Lease |

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.

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281. - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, S47P

| Reference Number | Type | Lodgement Date | Assessment Track | Status | Status Date |
|------------------|--|----------------|------------------|------------|-------------|
| 91478430 | Affected Residential Premises Register | 28/06/2015 | | REGISTERED | 28/06/2015 |

Description

Effective 30 June 2015 - Affected residential premises register - premises contain/s loose-fill asbestos (Mr Fluffy)

insulation - Dangerous Substances Act 2004,s47N

Environment, Planning and Sustainable Development Directorate (EPSDD) - for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281.

| Reference Number | Type | Lodgement Date | Assessment Track | Status | Status Date |
|------------------|-----------------------|----------------|------------------|------------|-------------|
| 1 | Occupancy Prohibition | 30/06/2020 | | REGISTERED | 01/07/2020 |

Description

Occupancy prohibition on premises containing loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, s 47S. An occupancy prohibition applies to premises on the Affected Residential Premises Register following the transfer or transmission of Title or at the conclusion of a rental arrangement. Only an approved occupant may occupy the premises in the event of transfer or transmission (see s47T Dangerous Substances Act). Any residential tenancy, assignment, subletting, and occupancy agreement under the Residential Tenancies Act 1997 for premises on the Affected Residential Premises Register is void if it is entered into on or after 1 July 2020.

Environment, Planning and Sustainable Development Directorate (EPSDD) - for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281.

| Reference Number | Type | Lodgement Date | Assessment Track | Status | Status Date |
|------------------|------------------------|----------------|------------------|------------|-------------|
| 2 | Compulsory Acquisition | 30/06/2020 | | REGISTERED | 01/07/2020 |

Description

Compulsory acquisition of premises containing loose-fill asbestos (Mr Fluffy) insulation, Lands Acquisition Act 1994, s 33. Compulsory acquisition of premises on the Affected Residential Premises Register may be undertaken by the Government from July-2025.

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 |
|------------------|-------------------------|----------------|----------------------------------|----------------------|-------------|
| 202138859 | Development Application | 29/07/2021 | MERIT TRACK - MAJOR NOTIFICATION | APPROVAL CONDITIONAL | 30/09/2021 |

Description

PROPOSAL FOR DEMOLITION - demolition of two single residential dwellings and associated structures. Block 2 is currently registered as affected by loose fill asbestos

Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Loose Fill Asbestos Coordination on 132281. - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, S47P

| Reference Number | Type | Lodgement Date | Assessment Track | Status | Status Date |
|------------------|--|----------------|------------------|--------------|-------------|
| 34516583 | Affected Residential Premises Register | 16/06/2022 | | DEREGISTERED | 16/06/2022 |

Description

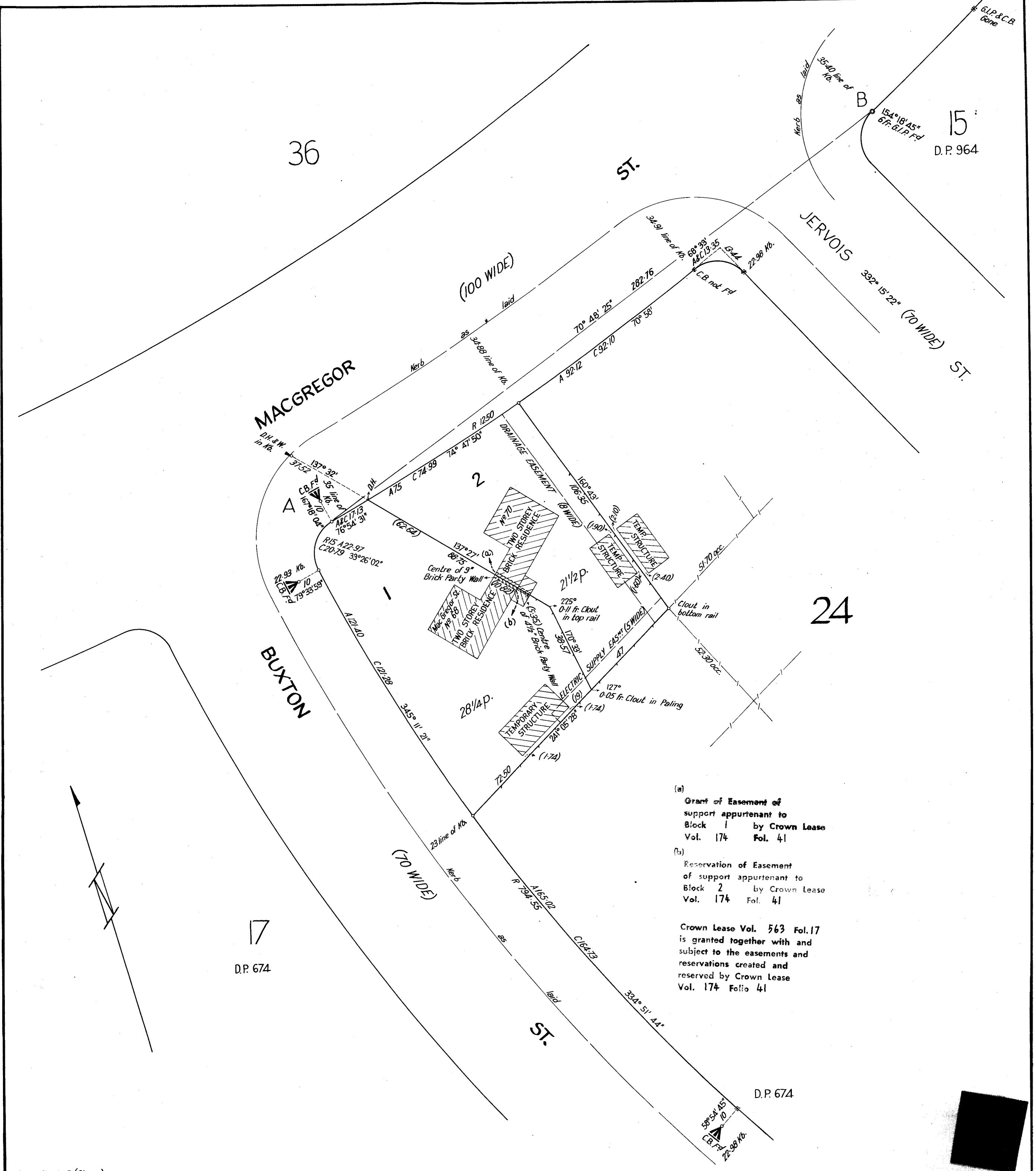
Premises have been demolished and removed from the affected residential premises register - Dangerous Substances Act 2004, s47P. Occupancy Prohibition - Dangerous Substances Act 2004, s47S and Compulsory Acquisition - Land Acquisitions Act 1994, s33 no longer apply to the premises.



ACT
Government

Product
Date/Time
Customer Reference
Order ID
Cost

Title Details
07/11/2023 12:00PM
234525: Sale of Bloc
20231107000838
\$33.00



Azimuth: A-B (Strom)

I, PHILIP RIDLEY SIMMS, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, (2) under my supervision and completed on the 29th day of April 1965 and the reference marks have been placed as shown hereon.

And I make this solemn declaration by virtue of the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

P. Simms
Licensed Surveyor.

Azimuth: A-B (Strom)

Declared at Canberra the 11th day of May 1965 before me
Kevin O'Shara
Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with sub-section 1 of section 9 of the Districts Ordinance 1927-1959.
Boyle
Commonwealth Surveyor-General.

PLAN OF
BLOCKS 1, 2
SECTION 24

DIVISION: DEAKIN
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY.

Scale: 30 feet to an inch.
Field Books: K3064 T.L. 63/874

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *eleventh* day of *July* 1965 at 19 minutes past *two* o'clock in the *after* noon.

Approved
Registrar of Titles.

DEPOSITED PLAN.
1442

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

Entered in Register Book Vol. 3018 Folio 471

AUSTRALIAN CAPITAL TERRITORY
Planning and Development
Act 2007


David Pryce
Registrar-General



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

06/11/2023

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the Thirty First day of October Two thousand twenty three WHEREBY THE PLANNING AND LAND AUTHORITY ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to **AIT PROPERTIES NO8 PTY LTD** A.C.N. 665 897 969 of Unit 8, 28 Thynne Street Bruce in the Australian Capital Territory ("the Lessee") ALL THAT piece or parcel of land situate in the Australian Capital Territory containing an area of **544 square metres** or thereabouts and being **Block 2 Section 24 Division of Deakin** as delineated on **Deposited Plan Number 1442** in the Registrar-General's Office at Canberra in the said Territory ("the land") RESERVING unto the Territory all 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 of **ninety nine years** commencing on the Thirty First day of October **Two thousand and twenty three** ("the date of the commencement of the lease") to be used by the Lessee for the purpose set out in Clause 2(f) of this lease only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

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) "dual occupancy housing" means the use of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
 - (d) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
 - (e) "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 said 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 and its successors and assigns;
 - (f) "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
 - (g) "premises" means the land and any building or other improvements on the land;
 - (h) "single dwelling housing" means the use of land for residential purposes for a single dwelling only;

- (i) "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);
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) 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:

- (a) That the Lessee shall pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
- (b) That the Lessee shall within twenty four (24) 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 a dwelling (with necessary and usual outbuildings and fences) on the land at a cost not less than the sum of one hundred and eighty thousand dollars (\$180,000) and in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every Statute Ordinance or Regulation applicable to such development;
- (c) That the Lessee shall within twenty four (24) months from the date of the commencement of the lease or within such further time as may be approved in writing by the Authority provide facilities on the land to a standard acceptable to the Authority to enable electrical and telephone cables and wires to be installed underground;
- (d) 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;
- (e) 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;
- (f) To use the land for the purpose of:
 - (i) single dwelling housing; or
 - (ii) where permitted by the Territory Plan multi-unit housing of not more than two (2) dwellings;
- (g) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a 'proposed services easement' on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");

- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Reservation; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (iii) in exercising the powers in Clause 2(g)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (iv) Clause 2(g)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Reservation;
 - (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Reservation UNLESS written advice from the service provider is obtained;
 - (vi) for the purposes of the Reservation, "services", includes, without limitation, communication services, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
 - (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (h) 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;

- (i) 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;
- (j) 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;
- (k) To pay all rates and charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:

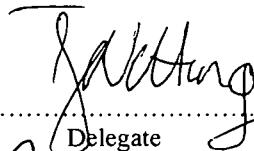
- (a) That if:
 - (i) a dwelling in accordance with Clause 2(b) of this lease is not completed within the period specified in the said Clause; or
 - (ii) services in accordance with Clause 2(c) of this lease are not completed within the period specified in the said Clause; or
 - (iii) after completion of a dwelling as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iv) the Lessee shall fail to observe or perform any other of the covenants 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

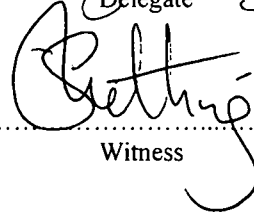
the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 3(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (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;
- (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 land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

- (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 **Jason Netting**)
 a delegate authorised to execute this lease)
 on behalf of the Commonwealth in the)
 presence of: **Chansourisinh Netting**)



 Delegate


 Witness

Signed by **AIT PROPERTIES NO8**)
PTY LTD (ACN 665 897 969) by:)



 Signature

.....
 Signature

John Xiaopeng Liu

 Name in full

.....
 Name in full

Sole Director

 Sole Director/Director/Secretary

.....
 Director/Secretary



**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 | 2 | Section | 24 | Suburb | DEAKIN |
|-------------|----------|--------------|----------|----------------|-----------|---------------|---------------|

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) | () | () |
| Certificate Number: N/A | | |
| 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: 09-NOV-23 12:36:31

Applicant's Name :

Info Track

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

234525: Sale of Block 2 Sectio - 126130474

**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

09-NOV-2023 12:36

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 5

INFORMATION ABOUT THE PROPERTY

DEAKIN Section 24/Block 2

Area(m2): 547.8

Unimproved Value: \$1,130,000

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)
 LEASE CONVEYANCING ENQUIRY REPORT**

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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202341958 **Lodged** 03-AUG-23 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Construction of two new two storey dwellings, double car parking, swimming pool, landscaping and associated works. Lease Variation for boundary re-alignment between blocks 1 & 2 section 24 Deakin.

-- Site Details -----

| District | Division | Section | Block(s) | Unit |
|------------------|----------|---------|----------|------|
| Canberra Central | Deakin | 24 | 1-1 | |
| Canberra Central | Deakin | 24 | 2-2 | |

-- Involved Parties -----

| Role | Name |
|-------------|------------------------------|
| Lessee | Australian Capital Territory |
| Applicant | Steven Cetrtek |
| Representor | Lamb, John |
| Representor | O'Reilly, Colin |

-- Activities -----

| Activity Name | Status |
|---------------|--------|
| Merit Track | Active |

Application DA202341960 **Lodged** 03-AUG-23 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR NEW DWELLING - Construction of a new two storey dwelling, car parking, swimming pool, landscaping and associated works.

-- Site Details -----

| District | Division | Section | Block(s) | Unit |
|------------------|----------|---------|----------|------|
| Canberra Central | Deakin | 24 | 2-2 | |

-- Involved Parties -----

| Role | Name |
|-------------|----------------|
| Lessee | Lynette Marsh |
| Applicant | Steven Cetrtek |
| Representor | Lamb, John |
| Representor | O'Reilly |

-- Activities -----

| Activity Name | Status |
|---------------|--------|
| Merit Track | Active |



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 5

Application DA202138859 **Lodged** 29-JUL-21 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR DEMOLITION - demolition of two single residential dwellings and associated structures.
 Block 2 is currently registered as affected by loose fill asbestos

-- Site Details -----

| District | Division | Section | Block(s) | Unit |
|------------------|----------|---------|----------|------|
| Canberra Central | Deakin | 24 | 1-1 | |
| Canberra Central | Deakin | 24 | 2-2 | |

-- Involved Parties -----

| Role | Name |
|-------------|--------------------|
| Lessee | Asbestos Taskforce |
| Lessee | Asbestos Taskforce |
| Applicant | The Expert Client |
| Representor | Lamb, John |

-- Activities -----

| Activity Name | Status |
|---------------|----------------------|
| Merit Track | Approval Conditional |

Application DA200500639 **Lodged** 18-FEB-05 **Type** Single Dwelling

-- Application Details -----

Description

New loop Driveway

-- Site Details -----

| District | Division | Section | Block(s) | Unit |
|------------------|----------|---------|----------|------|
| Canberra Central | Deakin | 24 | 2-2 | |

-- Involved Parties -----

| Role | Name |
|-----------|-------------------------|
| Applicant | Helen And Jack Kelleher |

-- Activities -----

| Activity Name | Status |
|-----------------|----------|
| Ba Single House | Approved |



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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 DA20032796 **Lodged** 05-JUN-03 **Type** Single Dwelling

-- Application Details -----

Description

Construction of a semi-circle driveway

-- Site Details -----

| District | Division | Section | Block(s) | Unit |
|------------------|----------|---------|----------|------|
| Canberra Central | Deakin | 24 | 2-2 | |

-- Involved Parties -----

| Role | Name |
|-----------|-------------------|
| Applicant | Utopia Landscapes |
| Lessee | Callaher |

-- Activities -----

| Activity Name | Status |
|--------------------------------|----------------|
| Ba Single Hse (Neighbour Cons) | Deemed Refused |

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 |
|------|-----|-----------|--|----------------|--------|
| 24 | 1 | 202341958 | PROPOSAL FOR DUAL OCCUPANCY AND LEASE VARIATION - Construction of two new two storey dwellings, double car parking, swimming pool, landscaping and associated works. Lease Variation for boundary re-alignment between blocks 1 & 2 section 24 Deakin. | Active | |

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>



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Dickson, ACT 2602

09-NOV-2023 12:36

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of the land. However, this does not absolutely rule out the possibility of contamination and should not be interpreted as a warranty that there is no contamination. To be completely sure, independent tests should be arranged.

ASBESTOS SEARCH

Affected residential premises register-premises contain/s loose-fill asbestos (Mr Fluffy) insulation - Dangerous Substances Act 2004, s 47N.

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 ----

Inclusion list

70 MacGregor Street Deakin ACT

CONSTRUCTION SPECIFICATIONS

| | |
|---------------------------|---|
| COMPLIANCE | All building works to comply with relevant BCA requirements. |
| INSURANCE | All risk, public liability and construction insurance |
| UTILITY CONNECTION | Service connection to electricity, water, sewerage, drainage and electricity (Excludes consumer account opening fees) |
| SMOKE DETECTOR | As per Australian standards |
| INSULATION | Party walls to AS and NCC requirements |
| NBN | NBN conduit from main to house for later connection by owner |
| HOT WATER | Heat pump electric |
| ENERGY RATING | As per EER certificate |

BUILDING AMENITIES & FINISHE

| | |
|----------------------------------|--|
| LETTERBOXES | One lockable letterbox |
| METRES | Water and electricity metres |
| ENTRY LOCK | Smart keyless digital lock with pin access |
| ANTENNA | One antenna |
| WINDOWS AND SLIDING DOORS | Double glazed aluminium framed windows and sliding doors |
| WINDOW TREATMENT | Window treatments not included |
| WATER TAP | Two taps |

INTERNAL

| | |
|-----------------------|--|
| CEILING FINISH | Suspended plasterboard with square set joints |
| INTERNAL WALLS | Plasterboard and paint (3 coat application system) |

| | |
|-------------------------|---|
| INTERNAL DOORS | Flush panel 2340mm high on the ground floor Flush panel 2040mm high on the upper floor Door stops to all swinging doors |
| PAINT | 0/Low VOC paint |
| LIGHTING | LED downlights throughout |
| DGPOs | Living: 2 X DGPOs Dining: 2 X DGPO Lounge: 2 X DGPOs |
| DATA ACCESS | One data access in living |
| TV POINT | One TV point in living One TV point in multi-purpose room |
| AIR CONDITIONING | Split bulk head air conditioner system - WIFI control with touch control panel |

FLOORING

| | |
|-------------------------|---------------------------------------|
| LIVING AREAS | Engineered timber |
| BATHROOM/ENSUITE | Floor to ceiling tiles 600 x 600mm |
| BEDROOMS | Wool Carpet |

KITCHEN

| | |
|--------------------------|---|
| BENCHTOP | 20mm stone top |
| SPLASHBACK | Marble porcelain |
| SINK | Franke top mount double bowl sink |
| TAP | Sink mixer tap with pull-out spout |
| CABINETRY | Polar White and Natural Oak cabinetry |
| DOORS AND DRAWERS | Soft close |
| BIN | Two insert bins |
| DGPOs | For all appliances Two DGPOs above the bench |

Two DGPOs above breakfast bar
One DGPO in the pantry

LAUNDRY

| | |
|-------------------|---|
| BENCHTOP | 20mm stone top |
| CABINETRY | Upper cabinet above the bench |
| SPLASHBACK | Marble porcelain tile |
| SINK | ABEY 30 litre single bowl |
| TAP | CASTANO tap mixer |
| DGPOs | One DGPO above bench One DGPO inside the store space |

BEDROOMS

| | |
|---------------------|---|
| ROBES | Top shelf, shelving unit & hanging rail Mirror sliding doors |
| WALK-IN-ROBE | Top shelf, shelving unit, a combination of double and single hanging rails, drawers, and pants tray |
| DGPOs | 2 DGPOs in each bedroom 1 DGPO in Master Bedroom Walk-in-robe |

BATHROOMS

| | |
|-------------------------|--|
| ACCESSORY COLOUR | Black |
| VANITY | MARQUIS Wall-mount Oak Cabinetry or similar 1500mm double vanity for ensuite 1200mm single vanity for common bathroom Blanco symphony top 430mm vanity for powder room |
| MIRROR | Black framed mirrors in ensuite & bathrooms Frameless mirror in powder room |
| SHOWER SCREEN | Semi-frameless glass |
| TOILET | CAROMA in- wall toilet with soft close seat |

| | |
|--------------------|---|
| SHOWER RAIL | CASTANO twin shower on rail |
| TOWEL RAIL | CASTANO 5 bar towel ladder- non heated |
| BATHTUB | CLARK Freestanding |
| ACCESSORIES | CASTANO mixer, toilet roll holder & hand towel ring |
| RECESS | One Niche box in each shower room |
| DGPOs | One DGPO above vanity bench |
| LIGHTS | Tastic heater lights |

GARAGE

| | |
|-----------------|-------------------------------------|
| FLOOR | Concrete |
| ENTRY | Panel lift door with remote control |
| LIGHTING | 2 X Fluorescent Batten Lights |
| DGPOs | One DGPO |

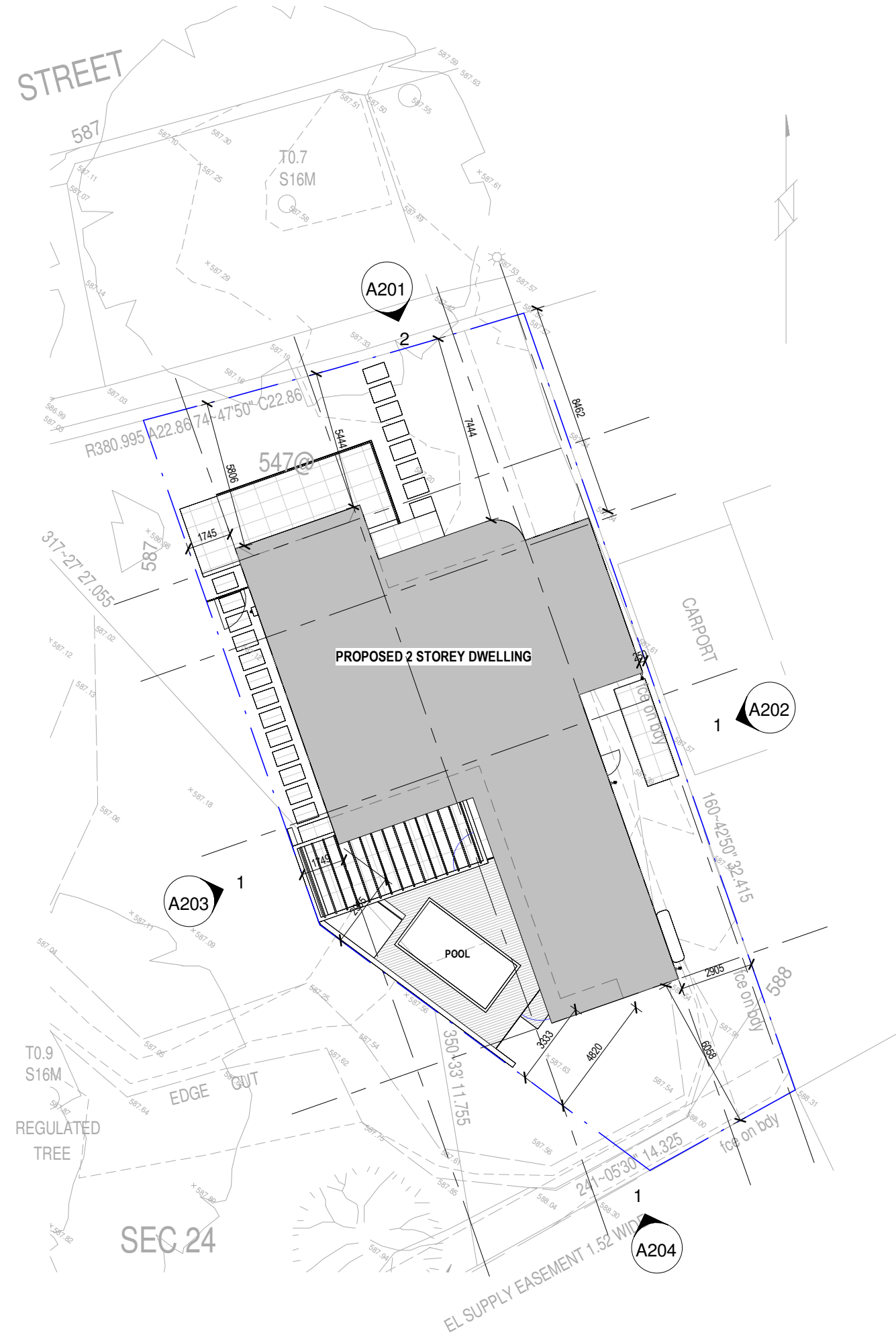
APPLIANCES

| | |
|-------------------|------------------------|
| COOKTOP | 80cm BOSCH Induction |
| OVEN | 60cm BOSCH Built-in |
| RANGEHOOD | 70cm BOSCH Integrated |
| DISHWASHER | 60cm BOSCH Under bench |

UPGRADE OPTIONS

| | |
|---|-------|
| ▫ Each additional internal DGPO | \$165 |
| ▫ Each additional external DGPO | \$450 |
| ▫ Each additional TV point | \$360 |
| ▫ Each additional Data point | \$360 |
| ▫ SPA, external shower, decking and glass balustrades around | TBA |

MACGREGOR STREET

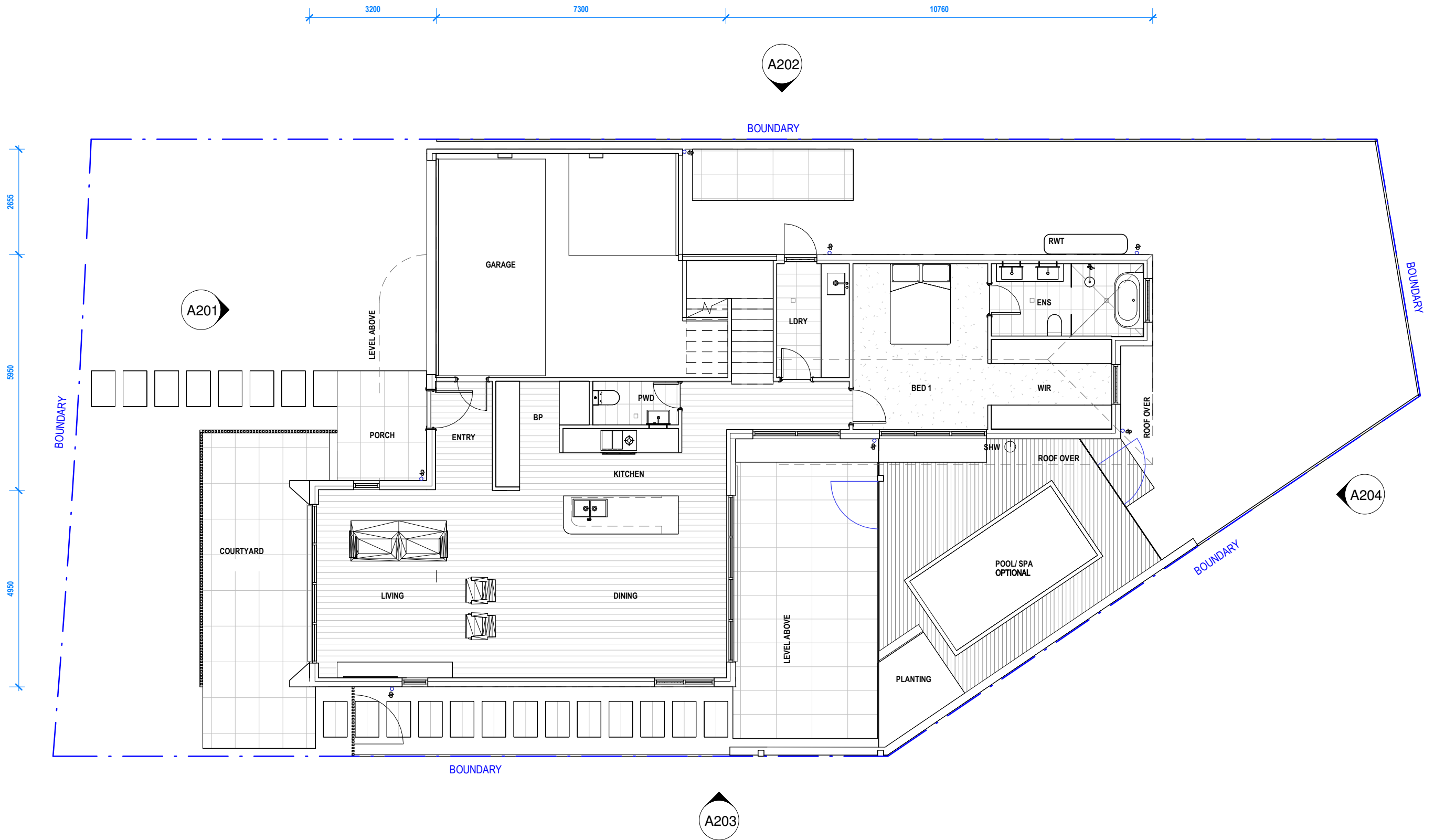


DEAKIN
BLOCK 2 SECTION 24
70 MACGREGOR STREET
DEAKIN

SITE PLAN

1 : 200 @ A3

A010



DEAKIN
 BLOCK 2 SECTION 24
 70 MACGREGOR STREET
 DEAKIN
 GROUND FLOOR PLAN

1:100 @ A3

A102

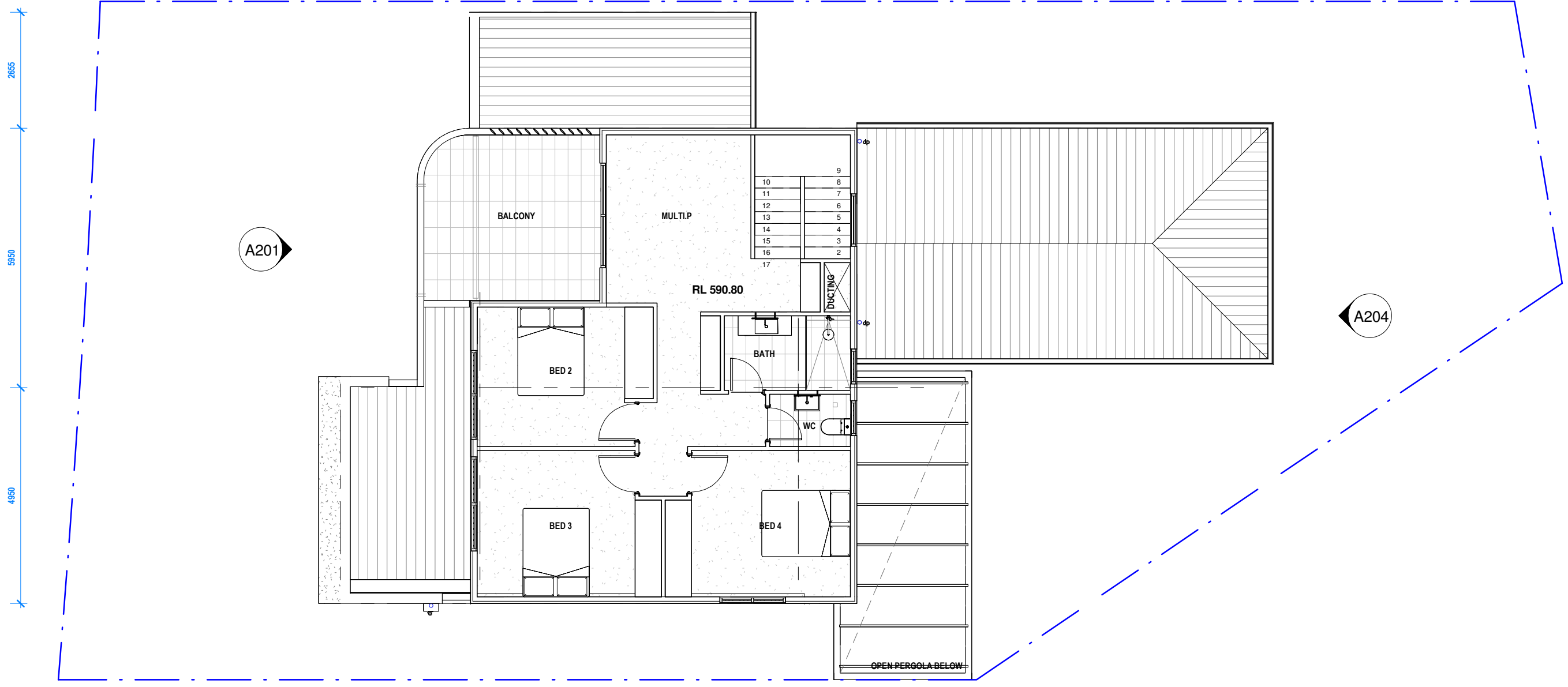
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A203



2655

5950

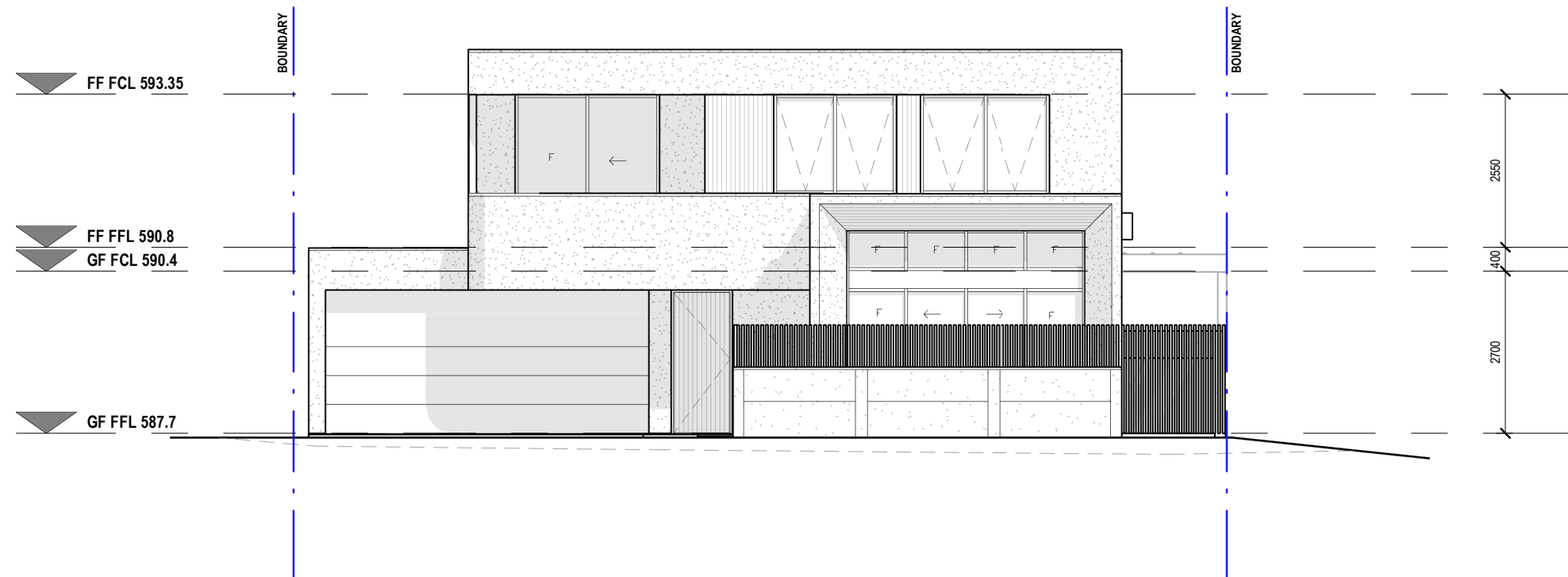
4950

DEAKIN
 BLOCK 2 SECTION 24
 70 MACGREGOR STREET
 DEAKIN

FIRST FLOOR PLAN

1:100 @ A3

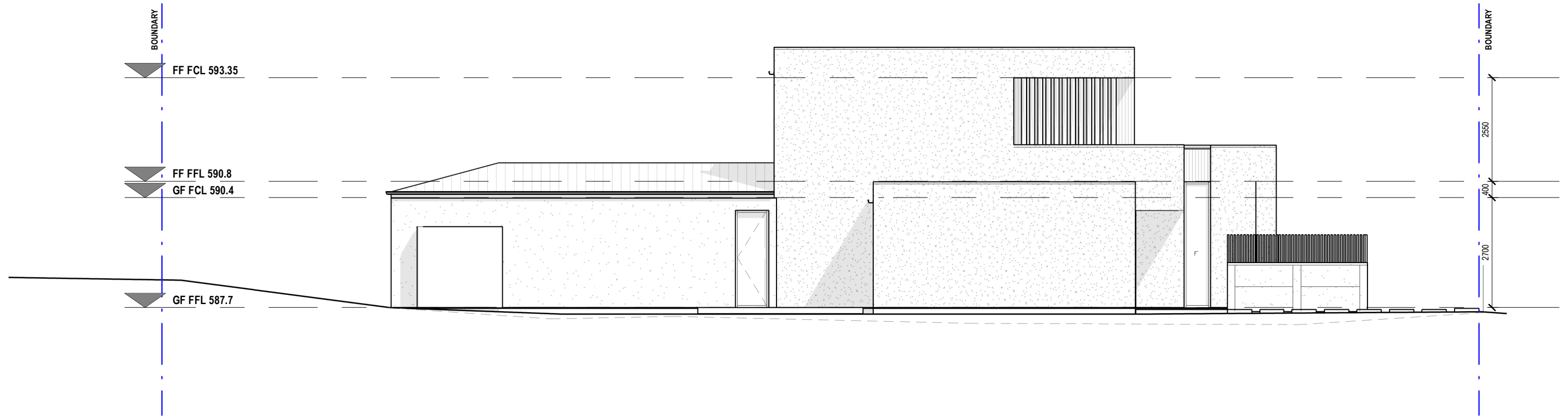
A103



DEAKIN
 BLOCK 2 SECTION 24
 70 MACGREGOR STREET
 DEAKIN
 FRONT ELEVATION

1:100 @ A3

A201



DEAKIN
 BLOCK 2 SECTION 24
 70 MACGREGOR STREET
 DEAKIN

SIDE ELEVATION

1:100 @ A3

A202



DEAKIN
BLOCK 2 SECTION 24
70 MACGREGOR STREET
DEAKIN

SIDE ELEVATION

1:100 @ A3

A203



DEAKIN
BLOCK 2 SECTION 24
70 MACGREGOR STREET
DEAKIN

REAR ELEVATION

1:100 @ A3

A204



6 Star House & 7 Star Consultants

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| | | | | | | | | | | | |
|----------------------|-------------------------------------|---|------------|-----|----|-----|--------|-------|------|-------|--|
| Address: | 68-70 MacGregor St, Deakin ACT 2600 | | | | | | | | | | |
| Clients Name: | AIT Properties Group | Date: | 23/11/2023 | | | | | | | | |
| Plans by: | Thursday Architecture | Reference: | SXR3128 | | | | | | | | |
| Star Rating | 6.0 | <table border="1"> <tr> <td>Target</td> <td>143</td> <td>47</td> <td>165</td> </tr> <tr> <td>Result</td> <td>126.3</td> <td>37.7</td> <td>164.0</td> </tr> </table> | Target | 143 | 47 | 165 | Result | 126.3 | 37.7 | 164.0 | |
| Target | 143 | 47 | 165 | | | | | | | | |
| Result | 126.3 | 37.7 | 164.0 | | | | | | | | |

| Floor System | Insulation Type | R Value | Foil |
|---|------------------------------|---------|---------|
| All Concrete Slab underslab and slab edge | Polystyrene | R1.8 | No |
| Internal (First Floor) Floor | No insulation | N/A | No |
| (First Floor) Floor Elevated & Above Garage | Fibreglass or Rockwool Batts | R2.5 | No |
| Wall System | Insulation Type | R Value | Sarking |
| All External Walls | Fibreglass or Rockwool Batts | R2.7 | Yes |
| Internal Walls | No insulation | N/A | No |
| Internal Garage Walls | Fibreglass or Rockwool Batts | R2.5 | No |
| Roof System | Insulation Type | R Value | Blanket |
| All Metal Roof | Fibreglass or Rockwool Batts | R7.0 | No |

| Windows | Window Type | U-value | SHGC |
|--|-------------------------|---------|------|
| Hinged Glazed Doors | Aluminium Double Glazed | 4.10 | 0.47 |
| All Sliding Windows/ Glazed Doors except W8 | Aluminium Double Glazed | 3.95 | 0.58 |
| | | 2.90 | 0.51 |
| All Fixed Windows | Aluminium Double Glazed | 3.18 | 0.67 |
| All Awning Windows | Aluminium Double Glazed | 3.81 | 0.49 |

Note: U-value must be equal or less and SHGC within 5%



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Total Energy Usage per year for each room

Areas in **red** use the most energy whilst areas in **green** use the least amount of energy.

Each room/area has an indicative number with the total megajoules (MJ) needed per year.



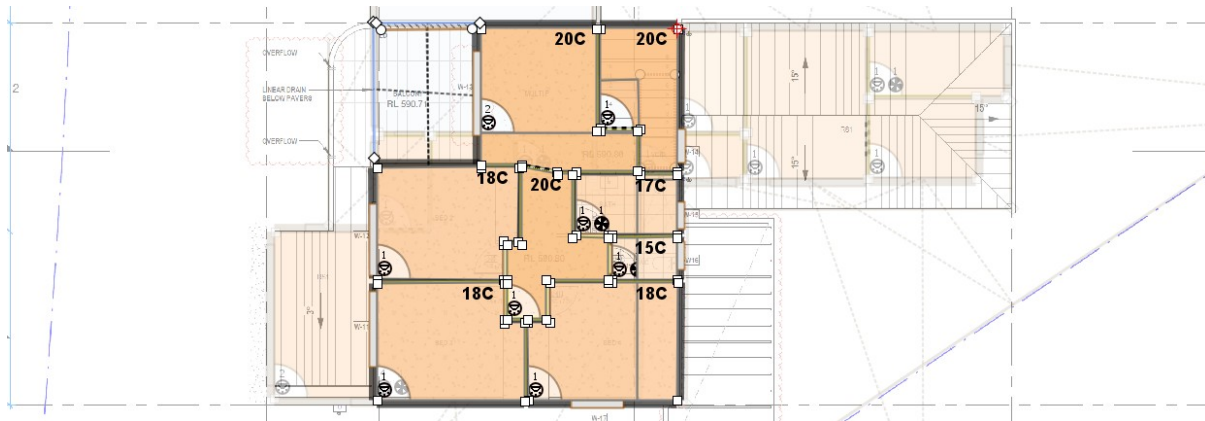
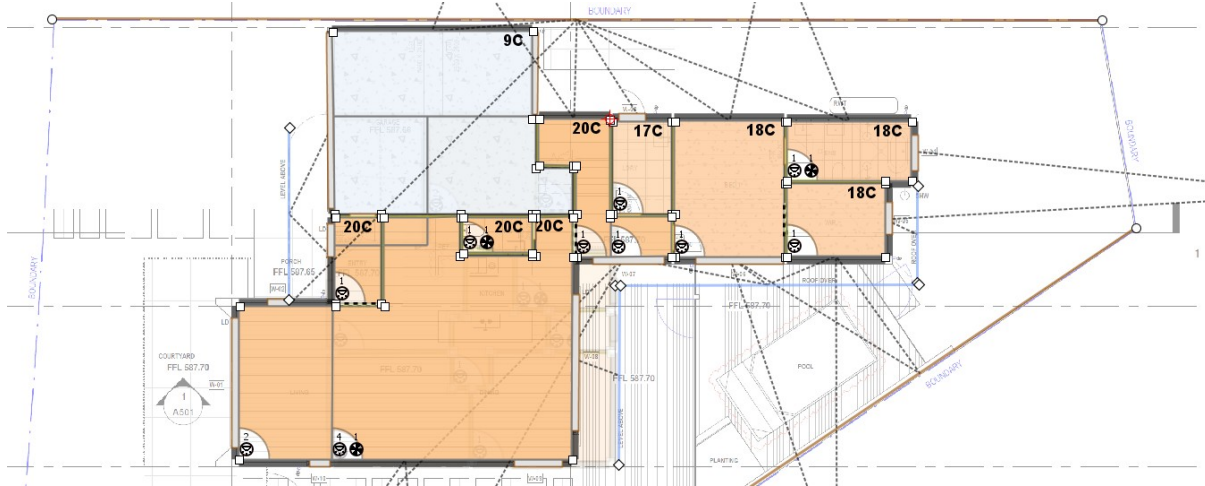


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Cold Day in winter, room temperature at 6pm



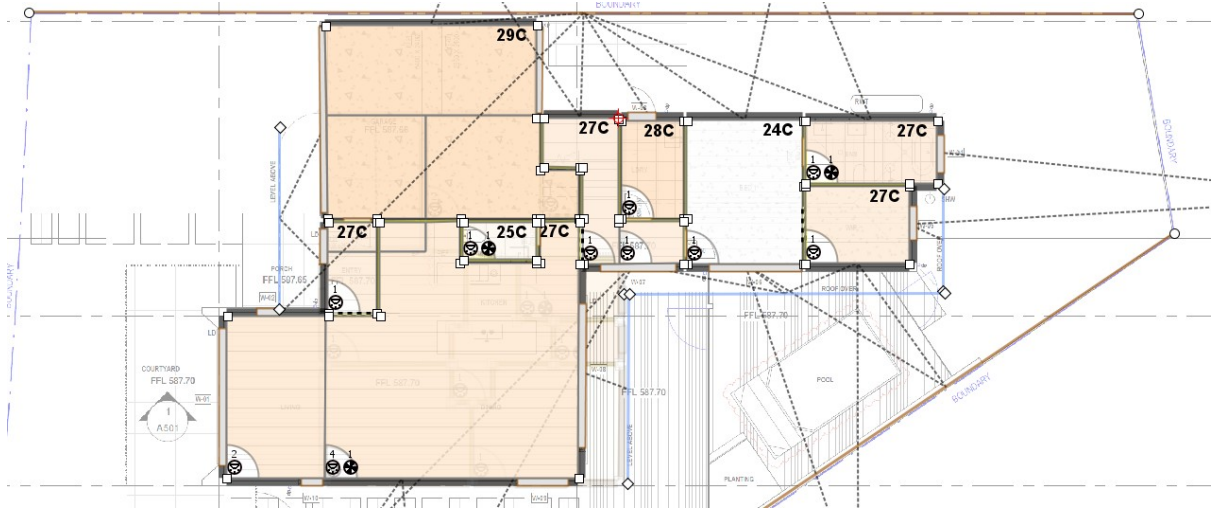


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Warm Day in Summer, room temperature at 6pm





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THERMAL CONSTRUCTION

- (a) Where required, insulation must comply with AS/NZS 4859.1 and be installed so that it
- (i) abuts or overlaps adjoining insulation other than at supporting members such as studs, noggings, joists, furring channels and the like where the insulation must be against the member; and
 - (ii) forms a continuous barrier with ceilings, walls, bulkheads, floors or the like that inherently contribute to the thermal barrier; and
 - (iii) does not affect the safe or effective operation of a service or fitting.
- (b) Where required, reflective insulation must be installed with
- (i) the necessary airspace to achieve the required R-Value between a reflective side of the reflective insulation and a building lining or cladding; and
 - (ii) the reflective insulation closely fitted against any penetration, door or window opening; and
 - (iii) the reflective insulation adequately supported by framing members; and
 - (iv) each adjoining sheet of roll membrane being
 - (A) overlapped not less than 50 mm; or
 - (B) taped together.
- (c) Where required, bulk insulation must be installed so that,
- (i) it maintains its position and thickness, other than where it is compressed between cladding and supporting members, water pipes, electrical cabling or the like; and
 - (ii) in a ceiling, where there is no bulk insulation or reflective insulation in the wall beneath, it overlaps the wall by not less than 50 mm.
- (d) Roof, ceiling, wall and floor materials, and associated surfaces are deemed to have the thermal properties listed in Specification J1.2.
- (e) The required Total R-Value and Total System U-Value for common area, including allowance for thermal bridging, must be determined in accordance with Specification J1.5a for wall-glazing construction



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Thermal Breaks

Roof Thermal Breaks

For compliance with J0.2(c), a roof that,

- (a) has metal sheet roofing fixed to metal purlins, metal rafters or metal battens; and
- (b) does not have a ceiling lining or has a ceiling lining fixed directly to those metal purlins, metal rafters or metal battens, must have a thermal break, consisting of a material with an R-Value of not less than R0.2, installed at all points of contact between the metal sheet roofing and its supporting metal purlins, metal rafters or metal battens.

Wall Thermal Breaks

For compliance with J0.2(c), a wall that,

- (a) does not have a wall lining or has a wall lining that is fixed directly to the same metal frame; and
- (b) has lightweight external cladding such as weatherboards, fibre-cement or metal sheeting fixed to a metal frame, must have a thermal break, consisting of a material with an R-Value of not less than R0.2, installed at all points of contact between the external cladding and the metal frame.



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Building Sealing

Windows and Doors

A door, openable window or the like must be sealed when forming part of the envelope. The requirements do not apply to;

- (i) A window complying with AS 2047
- (ii) A fire door or smoke door

Provide a seal to restrict air infiltration

- (i) for the bottom edge of a door, must be a draft protection device; and
- (ii) for the other edges of a door or the edges of an openable window or other such opening, may be a foam or rubber compression strip, fibrous seal or the like.

Exhaust Fans

All exhaust fans must be fitted with a sealing device such as a self-closing damper or the like when serving a conditioned space or a habitable room.

Construction of ceilings, walls and floors

Ceilings, walls, floors and any opening such as a window frame, door frame, roof light frame or the like when forming part of the envelope must be constructed to minimise air leakage.

- (i) Enclosed by internal lining systems that are close fitting at ceiling, wall and floor junctions; or
- (ii) Sealed at junctions and penetrations with close fitting architrave, skirting or cornice or expanding foam, rubber compressible strip, caulking or the like.

The requirements do not apply to openings, grilles or the like required for smoke hazard management

Nationwide House Energy Rating Scheme

NatHERS Certificate No. JN57YNLEHM

Generated on 23 Nov 2023 using FirstRate5: 5.3.2b (3.21)

Property

Address 68-70 MacGregor Street, Deakin, ACT, 2600
Lot/DP -
NCC Class* Class 1a
Type New Home

Plans

Main plan 13.10.2023
Prepared by Thursday Architecture

Construction and environment

| Assessed floor area (m ²)* | Exposure type |
|--|-----------------------------|
| Conditioned* 170.8 | suburban |
| Unconditioned* 48.9 | NatHERS climate zone |
| Total 219.7 | 24 Canberra Airport |
| Garage 36.5 | |



Accredited assessor

Name Hristos Parthenios
Business name 6 Star Report
Email admin@6starhouse.com.au
Phone 0466054837
Accreditation No. HERA10079
Assessor Accrediting Organisation HERA
Declaration of interest Declaration completed: no conflicts

National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at www.abcb.gov.au.

State and territory variations and additions to the NCC may also apply.

6
The more stars
the more energy efficient

NATIONWIDE HOUSE
ENERGY RATING SCHEME

164 MJ/m²
Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

For more information on your dwelling's rating see:
www.nathers.gov.au

Thermal performance

| Heating | Cooling |
|-------------------|-------------------|
| 126.3 | 37.7 |
| MJ/m ² | MJ/m ² |

About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=JN57YNLEHM> When using either link, ensure you are visiting www.FR5.com.au.



Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

Ceiling penetrations*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

Exposure*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

Provisional* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

Additional Notes

Window and glazed door *type and performance*

Default* windows

| Window ID | Window description | Maximum U-value* | SHGC* | Substitution tolerance ranges | |
|--------------|--|------------------|-------|-------------------------------|------------------|
| | | | | SHGC lower limit | SHGC upper limit |
| ALM-005-03 A | Aluminium A DG Argon Fill High Solar Gain low-E -Clear | 4.1 | 0.47 | 0.45 | 0.49 |
| ATB-006-03 B | Al Thermally Broken B DG Argon Fill High Solar Gain low-E -Clear | 2.9 | 0.51 | 0.48 | 0.54 |

Custom* windows

| Window ID | Window description | Maximum U-value* | SHGC* | Substitution tolerance ranges | |
|--------------|--|------------------|-------|-------------------------------|------------------|
| | | | | SHGC lower limit | SHGC upper limit |
| ANE-007-01 A | HS 2P22 SS A-Al Sashless Horizontal Slider DG 4-14-4 | 3.95 | 0.58 | 0.55 | 0.61 |
| A&L-024-12 A | Al Boutique Awning Window DG 4/10Ar/4 | 3.81 | 0.49 | 0.47 | 0.51 |
| A&L-026-09 A | Al Boutique Fixed Lite Window DG 4/10/4 | 3.18 | 0.67 | 0.64 | 0.7 |

Window and glazed door *Schedule*

| Location | Window ID | Window no. | Height (mm) | Width (mm) | Window type | Opening % | Orientation | Window shading device* |
|----------|-----------|------------|-------------|------------|-------------|-----------|-------------|------------------------|
|----------|-----------|------------|-------------|------------|-------------|-----------|-------------|------------------------|

* Refer to glossary.



| | | | | | | | | |
|----------------------------|--------------|-----|------|------|----------|-------|-----|----|
| Laundry | ALM-005-03 A | W03 | 2400 | 820 | casement | 100.0 | ENE | No |
| Bedroom 1 | ANE-007-01 A | W06 | 2700 | 2700 | sliding | 30.0 | WSW | No |
| WIR | A&L-024-12 A | W05 | 1900 | 1000 | awning | 90.0 | SSE | No |
| ENS | A&L-024-12 A | W04 | 1900 | 1100 | awning | 90.0 | SSE | No |
| Stairs/Hall | A&L-026-09 A | W07 | 2700 | 2200 | fixed | 0.0 | WSW | No |
| Kitchen/Living/- Dining | ANE-007-01 A | W01 | 3400 | 4000 | sliding | 45.0 | NNW | No |
| Kitchen/Living/- Dining | A&L-024-12 A | W09 | 2700 | 1500 | awning | 60.0 | WSW | No |
| Kitchen/Living/- Dining | A&L-026-09 A | W10 | 3100 | 650 | fixed | 0.0 | WSW | No |
| Kitchen/Living/- Dining | ATB-006-03 B | W08 | 2700 | 4200 | sliding | 45.0 | SSE | No |
| Kitchen/Living/- Dining | A&L-026-09 A | W02 | 3100 | 650 | fixed | 0.0 | ENE | No |
| Stairs | A&L-024-12 A | W14 | 1650 | 950 | awning | 90.0 | SSE | No |
| Bath | A&L-024-12 A | W15 | 1350 | 800 | awning | 90.0 | SSE | No |
| WC | A&L-024-12 A | W16 | 1350 | 800 | awning | 90.0 | SSE | No |
| Bedroom 4 | A&L-024-12 A | W17 | 1650 | 1500 | awning | 60.0 | WSW | No |
| Bedroom 2 | A&L-024-12 A | W12 | 1650 | 2037 | awning | 90.0 | NNW | No |
| Bedroom 3 | A&L-024-12 A | W11 | 1650 | 2160 | awning | 90.0 | NNW | No |
| Multi P | ANE-007-01 A | W13 | 2550 | 2400 | sliding | 45.0 | NNW | No |

Roof window *type and performance value*

Default* roof windows

| Window ID | Window description | Maximum U-value* | SHGC* | Substitution tolerance ranges | |
|-------------------|--------------------|------------------|-------|-------------------------------|------------------|
| | | | | SHGC lower limit | SHGC upper limit |
| No Data Available | | | | | |

Custom* roof windows

| Window ID | Window description | Maximum U-value* | SHGC* | Substitution tolerance ranges | |
|-------------------|--------------------|------------------|-------|-------------------------------|------------------|
| | | | | SHGC lower limit | SHGC upper limit |
| No Data Available | | | | | |

Roof window *schedule*

| Location | Window ID | Window no. | Opening % | Area (m ²) | Orientation | Outdoor shade | Indoor shade |
|-------------------|-----------|------------|-----------|------------------------|-------------|---------------|--------------|
| No Data Available | | | | | | | |

Skylight *type and performance*

| Skylight ID | Skylight description |
|-------------------|----------------------|
| No Data Available | |

Skylight *schedule*

* Refer to glossary.

| Location | Skylight ID | Skylight No. | Skylight shaft length (mm) | Area (m ²) | Orient-ation | Outdoor shade | Diffuser | Skylight shaft reflectance |
|-------------------|-------------|--------------|----------------------------|------------------------|--------------|---------------|----------|----------------------------|
| No Data Available | | | | | | | | |

External door *schedule*

| Location | Height (mm) | Width (mm) | Opening % | Orientation |
|----------|-------------|------------|-----------|-------------|
| Garage | 2400 | 5400 | 100.0 | NNW |
| Garage | 2400 | 2500 | 100.0 | SSE |
| Entry | 2400 | 1020 | 100.0 | NNW |

External wall *type*

| Wall ID | Wall type | Solar absorptance | Wall shade (colour) | Bulk insulation (R-value) | Reflective wall wrap* |
|---------|--------------------------------------|-------------------|---------------------|---|-----------------------|
| 1 | FR5 - 75mm Expanded Polystyrene Clad | 0.5 | Medium | Glass fibre batt (k = 0.044 density = 12 kg/m ³) (R2.7) | Yes |

External wall *schedule*

| Location | Wall ID | Height (mm) | Width (mm) | Orientation | Horizontal shading feature* maximum projection (mm) | Vertical shading feature (yes/no) |
|-----------------------|---------|-------------|------------|-------------|---|-----------------------------------|
| Garage | 1 | 2700 | 5625 | NNW | 1220 | Yes |
| Garage | 1 | 2700 | 119 | NE | 0 | Yes |
| Garage | 1 | 2700 | 2711 | SSE | 0 | Yes |
| Garage | 1 | 2700 | 6185 | ENE | 0 | Yes |
| Laundry | 1 | 2700 | 1828 | ENE | 0 | Yes |
| Bedroom 1 | 1 | 2700 | 3403 | WSW | 661 | Yes |
| Bedroom 1 | 1 | 2700 | 3403 | ENE | 0 | Yes |
| WIR | 1 | 2700 | 3049 | WSW | 664 | Yes |
| WIR | 1 | 2700 | 2263 | SSE | 771 | Yes |
| ENS | 1 | 2700 | 3849 | ENE | 0 | Yes |
| ENS | 1 | 2700 | 810 | WSW | 0 | Yes |
| ENS | 1 | 2700 | 1817 | SSE | 0 | Yes |
| Stairs/Hall | 1 | 2700 | 2940 | WSW | 660 | Yes |
| Stairs/Hall | 1 | 2700 | 2190 | ENE | 0 | Yes |
| Entry | 1 | 2700 | 2649 | NNW | 1197 | Yes |
| Kitchen/Living/Dining | 1 | 3400 | 4725 | NNW | 0 | No |
| Kitchen/Living/Dining | 1 | 3400 | 10292 | WSW | 0 | Yes |
| Kitchen/Living/Dining | 1 | 2700 | 6246 | SSE | 1246 | Yes |
| Kitchen/Living/Dining | 1 | 3400 | 2960 | ENE | 0 | Yes |
| Stairs | 1 | 2550 | 4055 | SSE | 0 | No |
| Stairs | 1 | 2550 | 2203 | ENE | 0 | No |
| Bath | 1 | 2550 | 1696 | SSE | 0 | No |
| WC | 1 | 2550 | 1194 | SSE | 0 | No |
| Bedroom 4 | 1 | 2550 | 4230 | WSW | 0 | No |

* Refer to glossary.

| | | | | | | |
|-----------|---|------|------|-----|------|-----|
| Bedroom 4 | 1 | 2550 | 3343 | SSE | 0 | No |
| Bedroom 2 | 1 | 2550 | 3174 | NNW | 0 | No |
| Bedroom 2 | 1 | 2550 | 2969 | ENE | 3880 | Yes |
| Bedroom 3 | 1 | 2550 | 3316 | NNW | 0 | No |
| Bedroom 3 | 1 | 2550 | 4210 | WSW | 0 | No |
| Multi P | 1 | 2550 | 3872 | NNW | 2821 | Yes |
| Multi P | 1 | 2550 | 3310 | ENE | 0 | No |

Internal wall type

| Wall ID | Wall type | Area (m ²) | Bulk insulation |
|---------|---------------------------------------|------------------------|-------------------------------|
| 1 | FR5 - Internal Plasterboard Stud Wall | 152.9 | |
| 2 | FR5 - Internal Plasterboard Stud Wall | 29.9 | Glass fibre batt: R2.5 (R2.5) |

Floor type

| Location | Construction | Area (m ²) | Sub-floor ventilation | Added insulation (R-value) | Covering |
|-----------------------|----------------------------|------------------------|-----------------------|----------------------------|----------|
| Garage | FR5 - CSOG: Slab on Ground | 8.7 | Enclosed | R1.8 | none |
| Garage | FR5 - CSOG: Slab on Ground | 11.7 | Enclosed | R1.8 | none |
| Garage | FR5 - CSOG: Slab on Ground | 16.2 | Enclosed | R1.8 | none |
| Laundry | FR5 - CSOG: Slab on Ground | 5.2 | Enclosed | R1.8 | Tiles |
| Bedroom 1 | FR5 - CSOG: Slab on Ground | 14.2 | Enclosed | R1.8 | Carpet |
| WIR | FR5 - CSOG: Slab on Ground | 6.9 | Enclosed | R1.8 | Carpet |
| ENS | FR5 - CSOG: Slab on Ground | 7 | Enclosed | R1.8 | Tiles |
| Stairs/Hall | FR5 - CSOG: Slab on Ground | 2.3 | Enclosed | R1.8 | Timber |
| Stairs/Hall | FR5 - CSOG: Slab on Ground | 6.1 | Enclosed | R1.8 | Timber |
| Entry | FR5 - CSOG: Slab on Ground | 2.5 | Enclosed | R1.8 | Timber |
| Entry | FR5 - CSOG: Slab on Ground | 1.2 | Enclosed | R1.8 | Timber |
| Kitchen/Living/Dining | FR5 - CSOG: Slab on Ground | 1.2 | Enclosed | R1.8 | Timber |
| Kitchen/Living/Dining | FR5 - CSOG: Slab on Ground | 13.6 | Enclosed | R1.8 | Timber |
| Kitchen/Living/Dining | FR5 - CSOG: Slab on Ground | 47 | Enclosed | R1.8 | Timber |
| PWD | FR5 - CSOG: Slab on Ground | 2.3 | Enclosed | R1.8 | Tiles |
| Stairs | FR5 - Timber Lined | 1.5 | Enclosed | R2.5 | Timber |
| Stairs | FR5 - Timber Lined | 6 | Enclosed | R0.0 | Timber |
| Bath | FR5 - Timber Lined | 1.8 | Elevated | R2.5 | Tiles |
| Bath | FR5 - Timber Lined | 3.1 | Enclosed | R0.0 | Tiles |
| WC | FR5 - Timber Lined | 1.4 | Elevated | R2.5 | Tiles |
| WC | FR5 - Timber Lined | 0.9 | Enclosed | R0.0 | Tiles |
| Bedroom 4 | FR5 - Timber Lined | 3.8 | Elevated | R2.5 | Carpet |
| Bedroom 4 | FR5 - Timber Lined | 9.7 | Enclosed | R0.0 | Carpet |
| Bedroom 2 | FR5 - Timber Lined | 12.3 | Enclosed | R0.0 | Carpet |



| | | | | | |
|-----------|--------------------|------|----------|------|--------|
| Bedroom 3 | FR5 - Timber Lined | 13.3 | Enclosed | R0.0 | Carpet |
| Multi P | FR5 - Timber Lined | 4.5 | Enclosed | R0.0 | Carpet |
| Multi P | FR5 - Timber Lined | 9.9 | Enclosed | R2.5 | Carpet |
| Hallway | FR5 - Timber Lined | 7.3 | Enclosed | R0.0 | Carpet |

Ceiling type

| Location | Construction material/type | Bulk insulation R-value (may include edge batt values) | Reflective wrap* |
|-----------------------|----------------------------|--|------------------|
| Garage | Plasterboard | R7.0 | No |
| Garage | FR5 - Timber Lined | R2.5 | No |
| Garage | Plasterboard | R7.0 | No |
| Laundry | Plasterboard | R7.0 | Yes |
| Bedroom 1 | Plasterboard | R7.0 | Yes |
| WIR | Plasterboard | R7.0 | Yes |
| ENS | Plasterboard | R7.0 | Yes |
| Stairs/Hall | Plasterboard | R7.0 | Yes |
| Stairs/Hall | FR5 - Timber Lined | R0.0 | No |
| Entry | FR5 - Timber Lined | R0.0 | No |
| Entry | Plasterboard | R7.0 | No |
| Kitchen/Living/Dining | Plasterboard | R7.0 | No |
| Kitchen/Living/Dining | Plasterboard | R7.0 | No |
| Kitchen/Living/Dining | FR5 - Timber Lined | R0.0 | No |
| PWD | FR5 - Timber Lined | R0.0 | No |
| Stairs | Plasterboard | R7.0 | No |
| Stairs | Plasterboard | R7.0 | No |
| Bath | Plasterboard | R7.0 | No |
| Bath | Plasterboard | R7.0 | No |
| WC | Plasterboard | R7.0 | No |
| WC | Plasterboard | R7.0 | No |
| Bedroom 4 | Plasterboard | R7.0 | No |
| Bedroom 4 | Plasterboard | R7.0 | No |
| Bedroom 2 | Plasterboard | R7.0 | No |
| Bedroom 3 | Plasterboard | R7.0 | No |
| Multi P | Plasterboard | R7.0 | No |
| Multi P | Plasterboard | R7.0 | No |
| Hallway | Plasterboard | R7.0 | No |

Ceiling penetrations*

| Location | Quantity | Type | Diameter (mm) | Sealed/unsealed |
|----------|----------|------------|---------------|-----------------|
| Laundry | 1 | Downlights | 90 | Sealed |

* Refer to glossary.

| | | | | |
|-----------------------|---|--------------|-----|--------|
| Bedroom 1 | 1 | Downlights | 90 | Sealed |
| WIR | 1 | Downlights | 90 | Sealed |
| ENS | 1 | Downlights | 90 | Sealed |
| ENS | 1 | Exhaust Fans | 200 | Sealed |
| Stairs/Hall | 2 | Downlights | 90 | Sealed |
| Entry | 1 | Downlights | 90 | Sealed |
| Kitchen/Living/Dining | 6 | Downlights | 90 | Sealed |
| Kitchen/Living/Dining | 1 | Exhaust Fans | 150 | Sealed |
| PWD | 1 | Downlights | 90 | Sealed |
| PWD | 1 | Exhaust Fans | 200 | Sealed |
| Stairs | 1 | Downlights | 90 | Sealed |
| Bath | 1 | Downlights | 90 | Sealed |
| Bath | 1 | Exhaust Fans | 200 | Sealed |
| WC | 1 | Downlights | 90 | Sealed |
| WC | 1 | Exhaust Fans | 200 | Sealed |
| Bedroom 4 | 1 | Downlights | 90 | Sealed |
| Bedroom 2 | 1 | Downlights | 90 | Sealed |
| Bedroom 3 | 1 | Downlights | 90 | Sealed |
| Multi P | 2 | Downlights | 90 | Sealed |
| Hallway | 1 | Downlights | 90 | Sealed |

Ceiling fans

| Location | Quantity | Diameter (mm) |
|-------------------|----------|---------------|
| No Data Available | | |

Roof type

| Construction | Added insulation (R-value) | Solar absorptance | Roof shade |
|--|----------------------------|-------------------|------------|
| Framed:Flat - Flat Framed (Metal Deck) | 0.0 | 0.5 | Medium |
| Cont:Attic-Continuous | 0.0 | 0.5 | Medium |

Explanatory Notes

About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

Glossary

| | |
|--------------------------------------|---|
| Annual energy load | the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions. |
| Assessed floor area | the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents. |
| Ceiling penetrations | features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts. |
| Conditioned | a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages. |
| Custom windows | windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating. |
| Default windows | windows that are representative of a specific type of window product and whose properties have been derived by statistical methods. |
| Entrance door | these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building. |
| Exposure category - exposed | terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors). |
| Exposure category - open | terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors). |
| Exposure category - suburban | terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas. |
| Exposure category - protected | terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas. |
| Horizontal shading feature | provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels. |

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

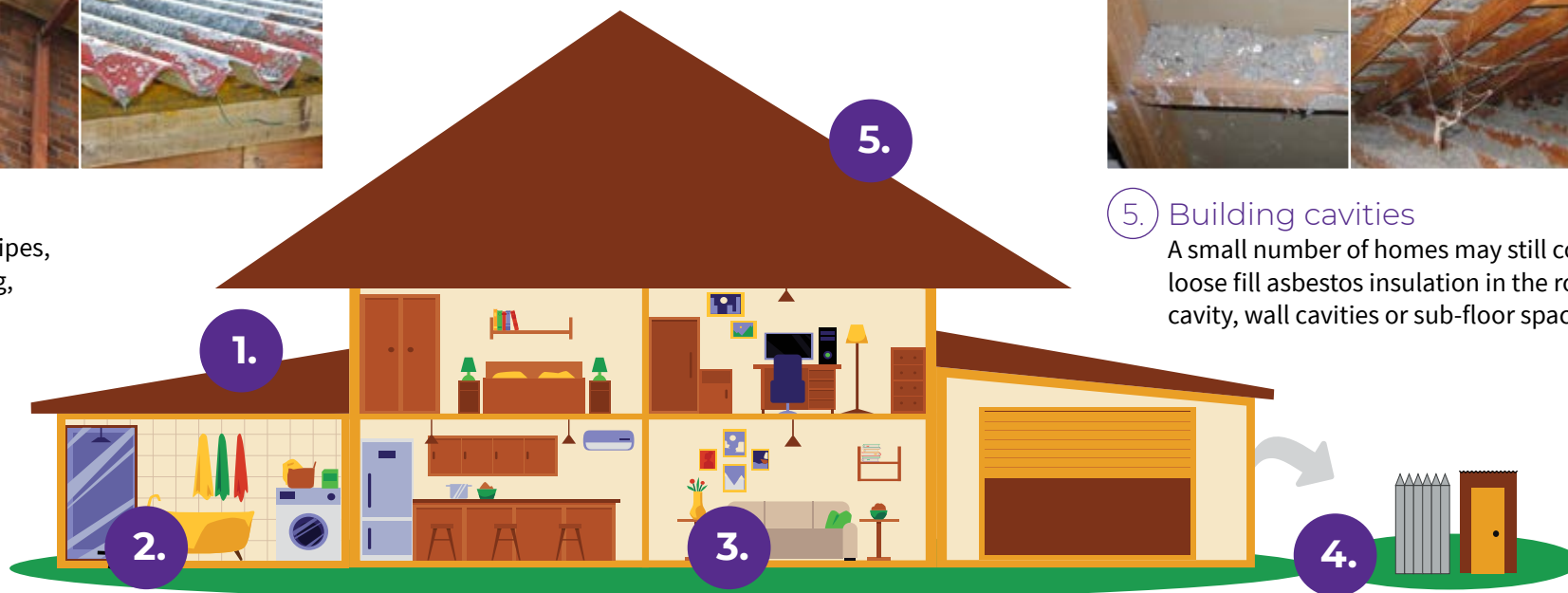
| | |
|---|--|
| National Construction Code (NCC) Class | the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au . |
| Opening Percentage | the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations. |
| Provisional value | an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au |
| Reflective wrap (also known as foil) | can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties. |
| Roof window | for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser. |
| Shading device | a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves. |
| Shading features | includes neighbouring buildings, fences, and wing walls, but excludes eaves. |
| Solar heat gain coefficient (SHGC) | the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits. |
| Skylight (also known as roof lights) | for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level. |
| U-value | the rate of heat transfer through a window. The lower the U-value, the better the insulating ability. |
| Unconditioned | a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions. |
| Vertical shading features | provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees). |

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.

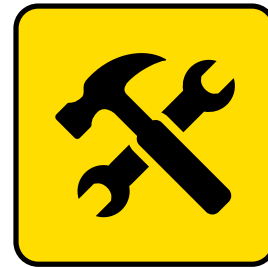
Asbestos materials become dangerous when:



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.