

Schedule

Land	The unexpired term of the Lease	Unit 91	UP No.	Block 15	Section 3	Division/District PARKES
	and known as 91/44 Constitution Avenue, Parkes					
Seller	Full name	Nathan Emery Nachmann				
	ACN/ABN					
	Address	91/44 Constitution Avenue, Parkes, ACT 2600				
Seller Solicitor	Firm	Antos Legal Pty Ltd				
	Email	georgia@antoslegal.com.au				
	Phone	0401 523 357	Ref GF:GF0036			
	DX/Address	PO Box 62, Woden ACT 2606				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property Canberra				
	Email	samanthal@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Samantha Linsdell			
	DX/Address	level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	<i>Mark as applicable</i>	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	<i>Mark one</i>	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	<i>Mark one</i>	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description <i>(Insert other breaches)</i>	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, window treatments - as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	On or before 30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA					
Land Tax to be adjusted?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					
Residential Withholding Tax	New residential premises?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Potential residential land?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
	Buyer required to make a withholding payment?					<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <small>(insert details on p.3)</small>
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?					<input type="checkbox"/> No <input type="checkbox"/> Yes
	Clearance Certificates attached for all the Sellers?					<input type="checkbox"/> No <input type="checkbox"/> Yes

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

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

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

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current 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).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title 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 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	Civium Strata	Phone	
Address	17-25 Townshend Street, Phillip ACT 2606		

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 and Development Act 2007*, Division 10.12.2 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 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 Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property 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;

Excluded Change has the meaning in section 259A(4) of the 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 Act 2023* (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;

Property Act means *Civil Law (Property) Act 2006* (ACT);

Required Documents has the meaning in the Sale of Residential Property Act and includes a Unit Title 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 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 Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

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; and
- 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 approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" 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, 4.3A or 4.3B 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;
- 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.
- 18.3.2 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.

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

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

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination – Seller default

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

21. Rescission

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

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; and
- 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 of the Unit Titles Management Act.

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 of the Unit Titles Management Act; 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 significantly 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. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 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 Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 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.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 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, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) 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
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds 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, 33.3 or 37.10 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.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

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.

* Alter as necessary

- 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.

Unit 91 44 Constitution Avenue
Block 15 Section 3 Parkes
91/44 Constitution Avenue, Parkes

SPECIAL CONDITIONS

1 Interpretation

- (a) For the avoidance of doubt, the printed terms of the standard ACT Law Society Contract 2024 (**General Conditions**) apply to this Contract.
- (b) To the extent of any inconsistency between these special conditions and the General Conditions, these special conditions override the General Conditions.

2 Whole Contract

The Buyer acknowledges that the Buyer does not rely upon any warranty or representation made by the Seller, any agent or other person on behalf of the Seller except those set out in this Contract but has relied entirely upon the Buyer's own enquiries and inspection of the Property.

3 Condition of Property

3.1 Reliance on own inspections

The Buyer warrants to the Seller that, as a result of the Buyer's inspections and enquiries concerning the Property, the Buyer is satisfied with the condition, quality and state of repair of the Property (including the quantity of any Goods not otherwise specified) and accepts the Property as it is and subject to any defects, need for repair or infestation.

3.2 Compliance with laws and regulations

The Buyer acknowledges that the improvements on the Property may be subject to or require compliance with current building regulations, by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed.

- (a) A failure to comply with any such regulations or laws will not constitute a defect in the Seller's title. The Buyer indemnifies and keeps indemnified the Seller on or after the day of sale in respect of all orders or requirements under the building regulations.

3.3 No representation or warranty as to contamination

The Buyer acknowledges that the Seller has not made nor shall be construed as having made any representation or warranty that the Property is free of contamination. The Buyer acknowledges having made its own enquiries and investigations as to the environmental state of the Property and the Buyer relies entirely on the result of its investigations and on its own judgement in entering into this Contract.

3.4 No claim or requisition

- (a) The Buyer will not make a claim or requisition or delay settlement of this transaction or rescind or terminate this Contract because of:
- (i) any matter that was capable of discovery by or on behalf of the Buyer or was or should have been within the knowledge of the Buyer as a result of the Buyer's inspections and enquiries;
 - (ii) any omission or mistake in the description, measurements or area of the Property;
 - (iii) any encroachment by or on the Property;
 - (iv) any need to erect new fencing on correct boundaries or to dismantle existing fencing;
 - (v) any loss, damage, need for repair relating to the Property; or
 - (vi) the requirements of a statutory authority made on or after the Date of this Contract.

4 Death, Mental Illness, Liquidation, etc.

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Seller at law or in equity had this clause not been included, should either party, or either of them where more than one party makes up a party, prior to completion, die or become mentally ill, be declared bankrupt or enter into any scheme or make an assignment for the benefit of creditors, then either party can rescind by serving notice in writing on the other party's solicitor and the provisions of Clause 21 will apply.

5 Adjustments

If Completion does not occur by the Date for Completion as provided for in this Contract for Sale, and the fault for the delay is solely that of the Buyer, then the parties agree that the adjustment of all Land Charges as detailed in clause 8.1.1 of the General Conditions be made from the Date for Completion and not the date of actual Completion.

6 Non-Merger of Moneys Due

The Buyer agrees that their obligations in relation to payment of any moneys due under this Contract for Sale shall not merge on Completion.

7 Keys

Upon Completion the Seller will provide the Buyer with such keys as are necessary for the Buyer to enter the improvements and all remaining keys to the improvements which are in the Seller's possession. The Buyer will make no objection, requisition or claim for compensation with respect to the availability or otherwise of any other keys to the improvements.

8 Agents

8.1 Buyer Warranty

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

9 Caveat

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

10 Guarantee if the Buyer is a company

10.1 Application and interpretation

- (a) This clause applies if the Buyer is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- (b) For the purposes of this clause, "**Guarantor**" means each director of the Buyer as at the Date of this Contract.

10.2 Each director must sign

If each director of the Buyer has not signed this clause as a Guarantor, the Seller may terminate this Contract by serving a notice, but only within 14 days after the Date of this Contract.

10.3 Guarantee and indemnity

- (a) In consideration of the Seller entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Seller:
 - (i) payment of all money payable by the Buyer under this Contract; and
 - (ii) the performance of all of the Buyer's other obligations under this Contract.
- (b) The Guarantor:
 - (i) indemnifies the Seller against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the Seller under this indemnity.
- (c) The Guarantor is jointly and separately liable with the Buyer to the Seller for:

- (i) the performance by the Buyer of its obligations under this Contract; and
 - (ii) any damage incurred by the Seller as a result of the Buyer's failure to perform its obligations under this Contract or the termination of this Contract by the Seller.
- (d) The Guarantor must pay to the Seller on written demand by the Seller all expenses incurred by the Seller in respect of the Seller's exercise or attempted exercise of any right under this clause.
- (e) If the Seller assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (f) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the Seller, the Buyer, the Guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Seller by this Contract, a statute, a Court or otherwise;
 - (v) payment to the Seller, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the Buyer.
- (g) The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- (h) This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- (i) This clause operates as a deed between the Seller and the Guarantor

EXECUTED by:)
)
Name of DIRECTOR	Signature of DIRECTOR
In the presence of:	
Name of WITNESS	Signature of WITNESS

Volume 3014 Folio 558 Edition 3

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Parkes Section 3 Block 15 on Deposited Plan 15556 with 261 units on Unit Plan 15592

Unit 91 (Class A) entitlement 22 of 10000, 3 subsidiaries

Lease commenced on 07/10/2022, terminating on 04/08/2117

Proprietor

NATHAN EMERY NACHMANN

44 CONSTITUTION AVE, CANBERRA ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
09/11/2022	3204668	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Parkes Section 3 Block 15 on Deposited Plan 15556 with 261 units on Unit Plan 15592

Lease commenced on 07/10/2022, terminating on 04/08/2117

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 15,592

Civium Strata, 17-25 Townshend Street Phillip ACT 2606

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume N/A Folio N/A**

Restrictions

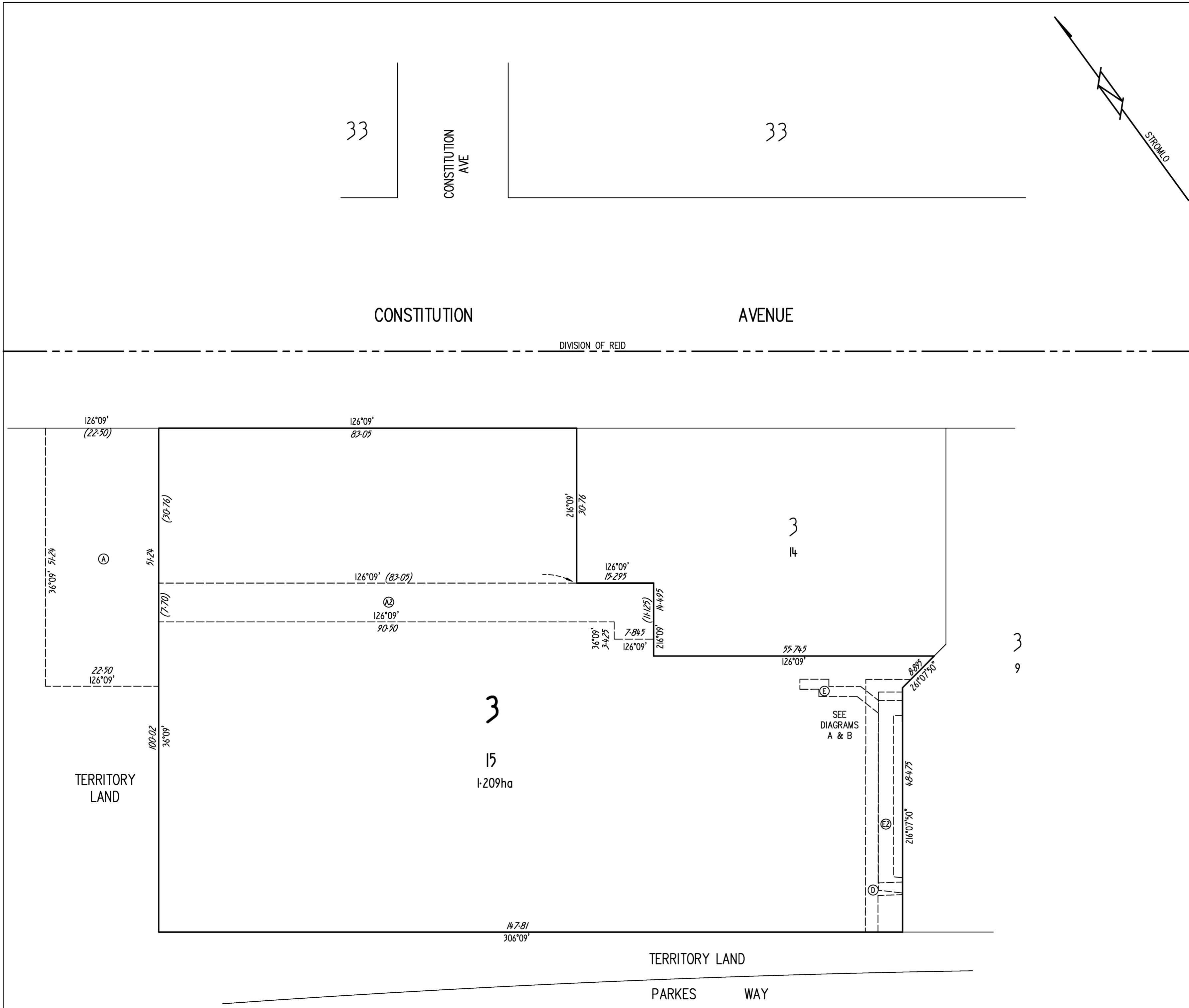
Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Registered Date	Dealing Number	Description
07/10/2022	3199042	Application to Note Special Resolution - Alternate Rules - Refer Instrument
21/12/2023	3286095	Application to Note Special Resolution - Refer Instrument
06/12/2024	3351555	Application to Note Special Resolution - Refer Instrument

End of interests



DEPOSITED PLAN

15556/1

TITLE INFORMATION

AMENDS DPI1639 & DPI15481

X PLAN X22518

PLAN OF
BLOCK 15
SECTION 3
BEING A CONSOLIDATION OF
BLOCKS 11 & 13

DIVISION : PARKES
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 500

0 2 4 6 8 10 20 30 40 METRES

I, STEVEN BELJANSKI of CLARKE & DI PAULI a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Surveyors Practice Directions and was completed on 10/05/2022.

Steven Beljanski

Surveyor's Ref: I3150_DPO2_C 2/9/2022

I certify that this plan has been examined in accordance with the Districts Act 2002

[Signature]

2/9/2022

Surveyor-General of the ACT Date

LEGEND AND NOTES

- Subject Boundary _____
- Adjoining Boundary _____
- Easement - - - - -
- District Boundary _____
- Division Boundary _____
- Contextual information _____
- Structures major minor

- (A) ACCESS TO BLOCKS 14 & 15 SECTION 3, IS FROM CONSTITUTION AVE VIA A ROAD RELATED AREA OVER TERRITORY LAND.
- (A2) PROPOSED ACCESS EASEMENT 7.70 WIDE & VARIABLE WIDTH.
- (D) PROPOSED DRAINAGE SERVICE EASEMENT 2.5 WIDE
- (E) PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 2 WIDE
- (E2) PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 3 WIDE

All Easements are 2.5 metres wide (except as otherwise shown)

Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at

4:20 pm, 09/09/2022

Approved *[Signature]*

David Pryce
Registrar-General



Registrar of Titles

SHEET 1 OF 3 SHEETS

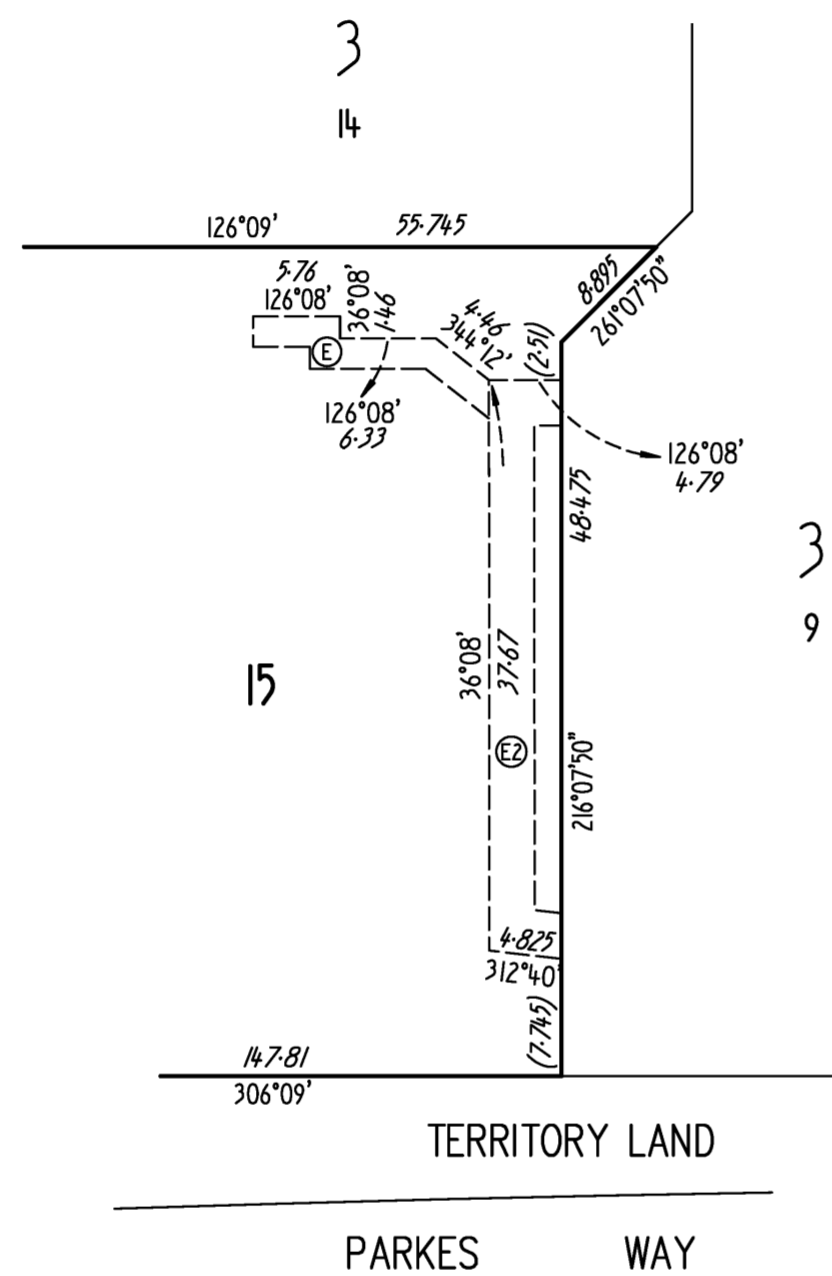


DIAGRAM A
1:500

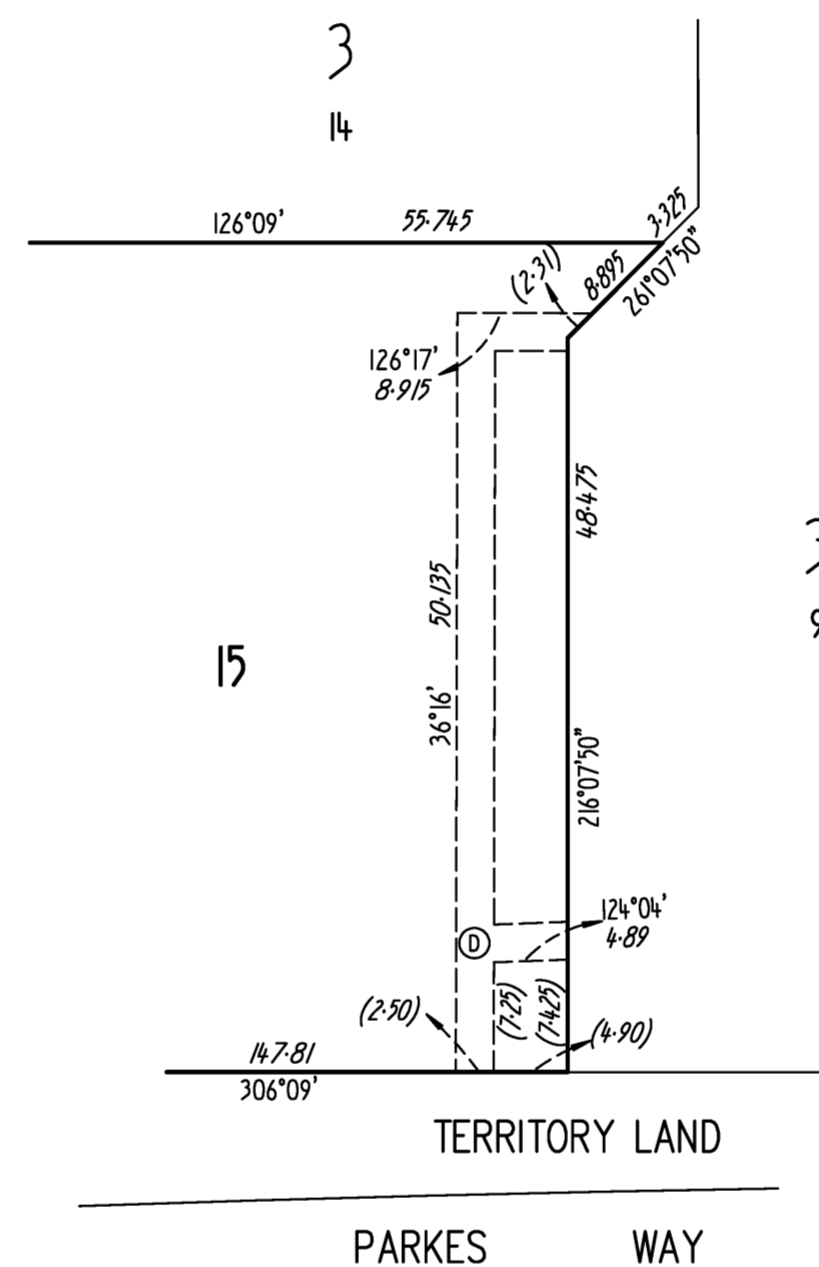
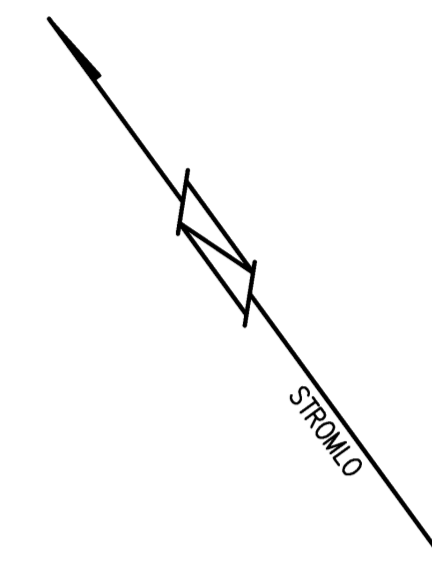
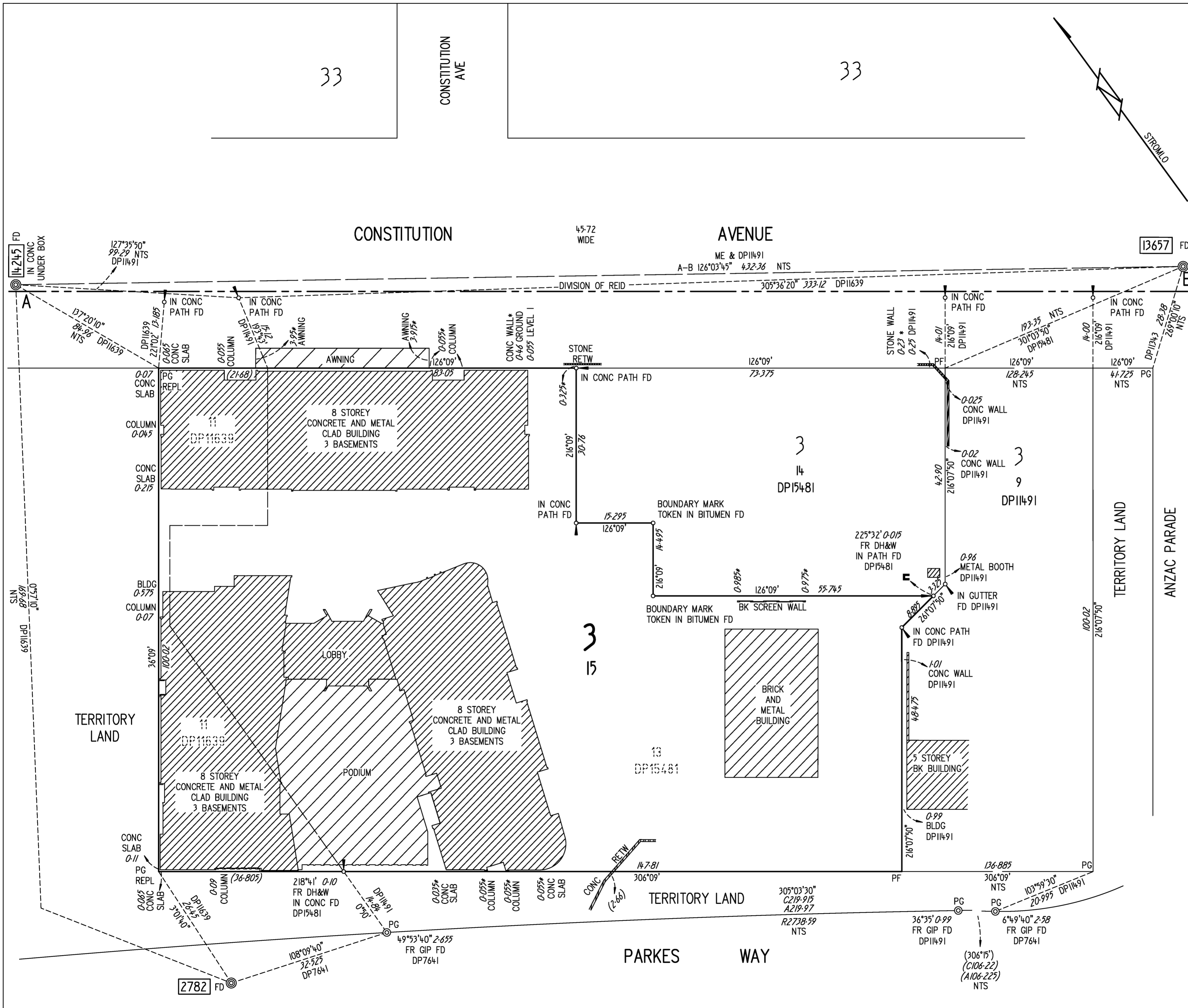


DIAGRAM B
1:500





DEPOSITED PLAN
15556/3

SURVEY INFORMATION

AMENDS DP11639 & DP15481

X PLAN X22518

**PLAN OF
BLOCK 15
SECTION 3
BEING A CONSOLIDATION OF
BLOCKS 11 & 13**

DIVISION : PARKES
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 500

0 2 4 6 8 10 20 30 40 METRES

I, STEVEN BELJANSKI of CLARKE & DI PAULI a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with Surveyors Practice Directions and was completed on 10/05/2022

Steven Beljanski

Surveyor's Ref: 13150_DP02_B 2/9/2022

I certify that this plan has been examined in accordance with the Surveyors Practice Directions and Surveyor-General Guideline No. 6

[Signature] 2/9/2022
Date

Surveyor-General of the ACT

LEGEND AND NOTES

DISTANCES TO BOUNDARY ARE AT GROUND LEVEL UNLESS NOTED OTHERWISE.

REAR OF, BASEMENT WALLS, BEAMS, FOOTINGS & PILES ARE INACCESSIBLE, THUS NO RELATIONSHIP TO BOUNDARY IS NOTED.

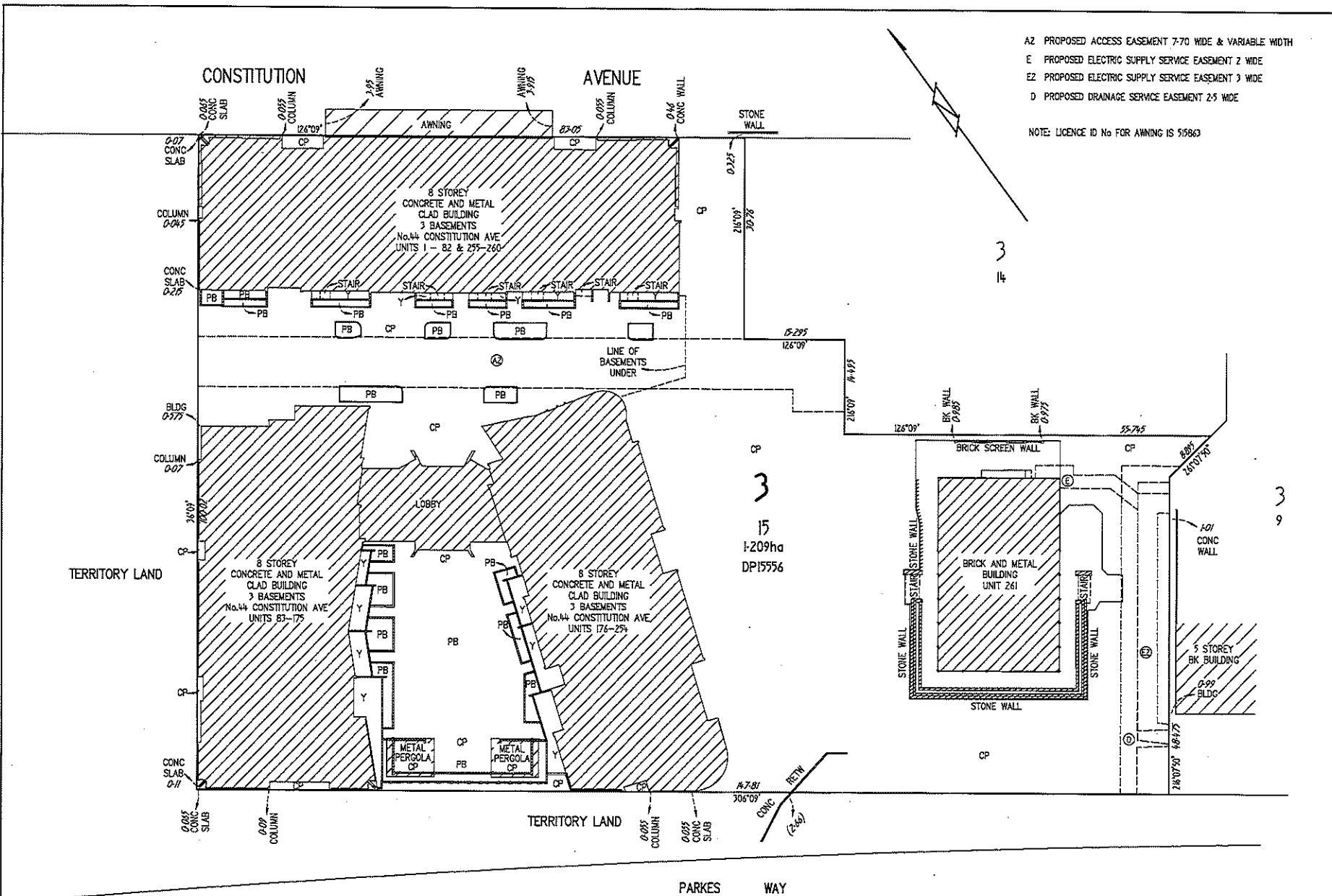
* DENOTES BY ME & DP15481

Orientation Datum Line A - B 126°03'45" 432.36 DP11491

All Easements are 2.5 metres wide (except as otherwise shown).

PLANS USED
DP11491, DP11639 & DP15481

SHEET 3 OF 3 SHEETS



- AZ PROPOSED ACCESS EASEMENT 7.70 WIDE & VARIABLE WIDTH
- E PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 2 WIDE
- E2 PROPOSED ELECTRIC SUPPLY SERVICE EASEMENT 3 WIDE
- D PROPOSED DRAINAGE SERVICE EASEMENT 2.5 WIDE

NOTE: LICENCE ID No FOR AWNING IS 59863

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 1 of 72	
SITE PLAN	
LAND DETAILS	
Block	15
Section	3
Division	PARKES
Deposited Plan Number	15556
Volume/Folio	3014:1B3
Class of Units (A or B)	A

Campbell Real Con Ave Pty Limited
by its attorney Alfonso del Rio
pursuant to Power of Attorney
registered number 0146897.

[Signature]

Signature of Lessee

[Signature]
Karen Walker
4 October 2022

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

[Signature]
David Pryce
Registrar-General

07/10/2022
UNITS PLAN No.
15592

SURVEYORS DECLARATION

1. STEVEN BELJANSKI of CLARKE & DI PAULI Pty Ltd
PO BOX 88 QUEANBEYAN NSW 2822

A surveyor registered under the Surveyors Act 2007, hereby certify that:

1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 1/9/2022

2. The survey is in accordance with the following Acts:

- Unit Titles Act 2001;
- Land Titles (Unit Titles) Act 1970;
- Land Titles Act 1925; and;
- any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

[Signature]
Steven Beljanski
Signature of Registered Surveyor

6/9/2022
Dated

Surveyor's Ref: 13150_LJP01

CROSS OUT EITHER OF ITEM 3 OR 3(a)-(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.

3. — ~~Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel.~~

OR

3 (a), (b), (c)

a) All units and unit subdivisions shown in the diagrams are wholly within the parcel;

b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and;

c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

17-23 TOWNSEND ST PHILLIP ACT 2606
Address for Service of Notice

CIVIL STRATA
Name of Manager / Owners Corporation

Form 1
Form 088 - SP

Graphic bar scale - SCALE 1: 400

01 5 10 20 METRES

Units and Subdivisions are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block	Unit Plan No
PARKES	3	15	15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	34	4	3014	468
2	22	3	3014	469
3	33	4	3014	470
4	22	3	3014	471
5	21	3	3014	472
6	33	3	3014	473
7	34	4	3014	474
8	34	4	3014	475
9	33	3	3014	476
10	21	3	3014	477
11	22	3	3014	478
12	21	3	3014	479
13	33	3	3014	480
14	35	4	3014	481
15	58	5	3014	482
16	46	5	3014	483
17	46	4	3014	484
18	46	5	3014	485
19	57	5	3014	486
20	34	4	3014	487
21	34	3	3014	488
22	22	3	3014	489
23	22	3	3014	490
24	22	3	3014	491
25	34	3	3014	492
Aggregate		See Sheet 12	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
..... Signature of Lessee			Volume	Folio
			3014	467
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated this day of 20			 David Pryce Registrar-General 	
..... Delegate of the Authority/Executive				

SUE

Form 078




SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PARKES	3	15	15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	62	5	3014	518
52	47	5	3014	519
53	47	4	3014	520
54	47	5	3014	521
55	62	5	3014	522
56	36	4	3014	523
57	35	4	3014	524
58	23	3	3014	525
59	23	3	3014	526
60	23	3	3014	527
61	35	4	3014	528
62	37	4	3014	529
63	64	5	3014	530
64	48	5	3014	531
65	48	4	3014	532
66	48	5	3014	533
67	62	6	3014	534
68	36	5	3014	535
69	36	4	3014	536
70	23	3	3014	537
71	23	3	3014	538
72	23	3	3014	539
73	36	4	3014	540
74	37	4	3014	541
75	65	3	3014	542
Aggregate		See Sheet 12	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
<div style="text-align: right;"> Signature of Lessee </div>			Volume	Folio
			3014	467
Column 1 above is the schedule of unit entitlement approved for the subdivision.			<div style="text-align: center;">  David Pryce Registrar-General </div>	
Dated this day of 20 Delegate of the Authority/Executive				

SUE

Form 078





SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PARKES	3	15

Unit Plan No
15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	74	3	3014	543
77	74	3	3014	544
78	64	5	3014	545
79	37	5	3014	546
80	36	4	3014	547
81	70	2	3014	548
82	36	4	3014	549
83	22	3	3014	550
84	23	3	3014	551
85	23	3	3014	552
86	23	3	3014	553
87	23	3	3014	554
88	23	3	3014	555
89	23	3	3014	556
90	31	4	3014	557
91	22	3	3014	558
92	23	3	3014	559
93	23	3	3014	560
94	23	3	3014	561
95	37	4	3014	562
96	21	3	3014	563
97	22	4	3014	564
98	22	4	3014	565
99	22	3	3014	566
100	36	4	3014	567
Aggregate		See Sheet 12	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
<p>..... Signature of Lessee</p> <p>Column 1 above is the schedule of unit entitlement approved for the subdivision.</p> <p>Dated this day of 20</p> <p>..... Delegate of the Authority/Executive.</p>			Volume	Folio
			3014	467
			<p></p> <p>David Pryce Registrar-General</p> <p>..... Deputy Registrar-General</p>	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PARKES	3	15

Unit Plan No
15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	21	3	3014	568
102	61	5	3014	569
103	35	4	3014	570
104	35	5	3014	571
105	22	3	3014	572
106	16	3	3014	573
107	38	3	3014	574
108	23	3	3014	575
109	22	3	3014	576
110	22	3	3014	577
111	22	3	3014	578
112	37	4	3014	579
113	21	3	3014	580
114	62	5	3014	581
115	35	4	3014	582
116	35	5	3014	583
117	23	3	3014	584
118	39	4	3014	585
119	39	4	3014	586
120	23	3	3014	587
121	23	3	3014	588
122	22	3	3014	589
123	22	3	3014	590
124	37	4	3014	591
125	21	3	3014	592

Aggregate

See Sheet 12

The Certificate of Title issued for each of the units in to which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
3014	467

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this day of 20

Delegate of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
PARKES	3	15	15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	37	4	3014	618
152	37	5	3014	619
153	23	3	3014	620
154	40	4	3014	621
155	40	4	3014	622
156	24	3	3014	623
157	23	3	3014	624
158	23	3	3014	625
159	23	3	3014	626
160	38	4	3014	627
161	22	3	3014	628
162	37	4	3014	629
163	37	5	3014	630
164	24	3	3014	631
165	41	4	3014	632
166	41	4	3014	633
167	24	3	3014	634
168	24	3	3014	635
169	23	3	3014	636
170	23	3	3014	637
171	86	2	3014	638
172	120	4	3014	639
173	86	3	3014	640
174	83	2	3014	641
175	91	3	3014	642

Aggregate

See Sheet 12

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume

Folio

3014

467

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this day of 20

David Pryce
Registrar-General



Delegate of the Authority/Executive

Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PARKES	3	15

Unit Plan No
15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	35	4	3014	643
177	35	4	3014	644
178	35	4	3014	645
179	59	4	3014	646
180	61	4	3014	647
181	35	4	3014	648
182	22	3	3014	649
183	22	3	3014	650
184	34	4	3014	651
185	38	4	3014	652
186	27	3	3014	653
187	35	4	3014	654
188	35	4	3014	655
189	35	4	3014	656
190	59	4	3014	657
191	61	4	3014	658
192	34	4	3014	659
193	22	3	3014	660
194	22	3	3014	661
195	34	4	3014	662
196	39	4	3014	663
197	28	3	3014	664
198	35	4	3014	665
199	35	4	3014	666
200	35	4	3014	667
Aggregate		See Sheet 12	The Certificate of Title issued for each of the units in to which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
Signature of Lessee			Volume	Folio
			3014	467
Column 1 above is the schedule of unit entitlement approved for the subdivision.			 David Pryce Registrar-General	
Dated this day of 20				
Delegate of the Authority/Executive			 Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PARKES	3	15

Unit Plan No
15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	60	4	3014	668
202	62	4	3014	669
203	35	4	3014	670
204	22	3	3014	671
205	23	3	3014	672
206	35	4	3014	673
207	39	4	3014	674
208	28	3	3014	675
209	36	4	3014	676
210	36	4	3014	677
211	36	4	3014	678
212	61	4	3014	679
213	64	4	3014	680
214	35	4	3014	681
215	23	3	3014	682
216	23	3	3014	683
217	35	4	3014	684
218	40	4	3014	685
219	29	4	3014	686
220	36	4	3014	687
221	36	4	3014	688
222	36	4	3014	689
223	62	4	3014	690
224	65	4	3014	691
225	36	4	3014	692

Aggregate

See Sheet 12

The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:

Volume	Folio
3014	467

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated this day of 20

Delegate of the Authority/Executive

David Pryce
Registrar-General



Deputy Registrar-General

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
PARKES	3	15

Unit Plan No
15592

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	23	3	3014	693
227	23	3	3014	694
228	36	4	3014	695
229	40	4	3014	696
230	29	3	3014	697
231	37	4	3014	698
232	37	4	3014	699
233	37	4	3014	700
234	64	4	3014	701
235	66	4	3014	702
236	36	4	3014	703
237	23	3	3014	704
238	23	3	3014	705
239	36	4	3014	706
240	41	4	3014	707
241	30	3	3014	708
242	37	4	3014	709
243	37	4	3014	710
244	37	4	3014	711
245	132	7	3014	712
246	37	4	3014	713
247	23	3	3014	714
248	24	4	3014	715
249	37	4	3014	716
250	93	3	3014	717
Aggregate		See Sheet 12	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
<p>..... Signature of Lessee</p> <p>Column 1 above is the schedule of unit entitlement approved for the subdivision.</p> <p>Dated this day of 20 </p> <p>..... Delegate of the Authority/Executive</p>			Volume	Folio
			3014	467
			<p>David Pryce Registrar-General</p> <p>..... Deputy Registrar-General</p>	



FLOOR PLAN

Block

15

Section

3

Division

PARKES

FLOOR NUMBER

SUBSIDIARY INDEX

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	YARD		BALCONY		CAR SPACE / GARAGE		STORE		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	22	GROUND	44 CONSTITUTION AVE	S1	22			S2,53	18,18	S4	18	4
2	22	GROUND	44 CONSTITUTION AVE	S1	22			S2	18	S3	18	3
3	22	GROUND	44 CONSTITUTION AVE	S1	22			S2,53	18,18	S4	18	4
4	22	GROUND	44 CONSTITUTION AVE	S1	22			S2	18	S3	18	3
5	22	GROUND	44 CONSTITUTION AVE	S1	22			S2	16	S3	20	3
6	22	GROUND	44 CONSTITUTION AVE	S1	22			S2	16	S3	20	3
7	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2,53	16,16	S4	16	4
8	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2,53	18,18	S4	18	4
9	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2	18	S3	18	3
10	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2	18	S3	18	3
11	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2	16	S3	16	3
12	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2	16	S3	16	3
13	26	LEVEL 1	44 CONSTITUTION AVE			S1	26	S2	16	S3	20	3
14	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2,53	16,16	S4	20	4
15	29	LEVEL 2	44 CONSTITUTION AVE			S1,52	29,29	S3,54	18,18	S5	18	5
16	29	LEVEL 2	44 CONSTITUTION AVE			S1,52	29,29	S3,54	16,16	S5	20	5
17	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2,53	16,16	S4	20	4
18	29	LEVEL 2	44 CONSTITUTION AVE			S1,52	29,29	S3,54	18,18	S5	18	5
19	29	LEVEL 2	44 CONSTITUTION AVE			S1,52	29,29	S3,54	18,18	S5	16	5
20	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2,53	18,18	S4	18	4
21	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2	16	S3	20	3
22	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2	16	S3	20	3
23	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2	16	S3	16	3
24	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2	16	S3	16	3
25	29	LEVEL 2	44 CONSTITUTION AVE			S1	29	S2	16	S3	16	3
26	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2,53	16,16	S4	16	4
27	32	LEVEL 3	44 CONSTITUTION AVE			S1,52	32,32	S3,54	20,20	S5	20	5
28	32	LEVEL 3	44 CONSTITUTION AVE			S1,52	32,32	S3,54	16,16	S5	16	5
29	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2,53	18,18	S4	18	4
30	32	LEVEL 3	44 CONSTITUTION AVE			S1,52	32,32	S3,54	18,18	S5	18	5
31	32	LEVEL 3	44 CONSTITUTION AVE			S1,52	32,32	S3,54	18,16	S5	18	5
32	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2,53	18,18	S4	18	4
33	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2	18	S3	18	3
34	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2	18	S3	20	3
35	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2	16	S3	20	3
36	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2	16	S3	20	3
37	32	LEVEL 3	44 CONSTITUTION AVE			S1	32	S2	16	S3	18	3
38	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2,53	16,16	S4	16	4
39	35	LEVEL 4	44 CONSTITUTION AVE			S1,52	35,35	S3,54	20,20	S5	20	5
40	35	LEVEL 4	44 CONSTITUTION AVE			S1,52	35,35	S3,54	16,16	S5	16	5
41	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2,53	16,16	S4	16	4
42	35	LEVEL 4	44 CONSTITUTION AVE			S1,52	35,35	S3,54	18,18	S5	18	5
43	35	LEVEL 4	44 CONSTITUTION AVE			S1,52	35,35	S3,54	20,20	S5	20	5
44	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2,53	18,18	S4	18	4
45	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2	18	S3	18	3
46	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2	18	S3	18	3
47	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2	16	S3	18	3
48	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2	16	S3	18	3
49	35	LEVEL 4	44 CONSTITUTION AVE			S1	35	S2	16	S3	16	3
50	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2,53	16,16	S4	16	4
51	38	LEVEL 5	44 CONSTITUTION AVE			S1,52	38,38	S3,54	20,20	S5	20	5
52	38	LEVEL 5	44 CONSTITUTION AVE			S1,52	38,38	S3,54	16,16	S5	16	5
53	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2,53	16,16	S4	16	4

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	YARD		BALCONY		CAR SPACE / GARAGE		STORE		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
54	38	LEVEL 5	44 CONSTITUTION AVE			S1,52	38,38	S3,54	18,18	S5	18	5
55	38	LEVEL 5	44 CONSTITUTION AVE			S1,52	38,38	S3,54	20,20	S5	20	5
56	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2,53	18,18	S4	18	4
57	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2,53	18,18	S4	18	4
58	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2	16	S3	16	3
59	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2	16	S3	16	3
60	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2	16	S3	16	3
61	38	LEVEL 5	44 CONSTITUTION AVE			S1	38	S2,53	16,16	S4	16	4
62	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2,53	18,18	S4	18	4
63	41	LEVEL 6	44 CONSTITUTION AVE			S1,52	41,41	S3,54	20,20	S5	20	5
64	41	LEVEL 6	44 CONSTITUTION AVE			S1,52	41,41	S3,54	18,18	S5	20	5
65	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2,53	16,16	S4	18	4
66	41	LEVEL 6	44 CONSTITUTION AVE			S1,52	41,41	S3,54	18,18	S5	18	5
67	41	LEVEL 6	44 CONSTITUTION AVE			S1,52	41,41	S3,54	18,18	S5,56	18,18	6
68	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2,53	18,18	S4,55	18,20	5
69	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2,53	18,18	S4	18	4
70	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2	18	S3	18	3
71	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2	18	S3	18	3
72	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2	18	S3	16	3
73	41	LEVEL 6	44 CONSTITUTION AVE			S1	41	S2,53	18,18	S4	18	4
74	44	LEVEL 7	44 CONSTITUTION AVE			S1	44	S2,53	18,18	S4	18	4
75	44	LEVEL 7	44 CONSTITUTION AVE			S1,52	44,44	S3	20			3
76	44	LEVEL 7	44 CONSTITUTION AVE			S1,52	44,44	S3	20			3
77	44	LEVEL 7	44 CONSTITUTION AVE			S1,52	44,44	S3	20			3
78	44	LEVEL 7	44 CONSTITUTION AVE			S1,52	44,44	S3,54	20,20	S5	20	5
79	44	LEVEL 7	44 CONSTITUTION AVE			S1	44	S2,53	18,18	S4,55	18,20	5
80	44	LEVEL 7	44 CONSTITUTION AVE			S1	44	S2,53	18,18	S4	18	4
81	44	LEVEL 7	44 CONSTITUTION AVE			S1	44	S2	20			2
82	44	LEVEL 7	44 CONSTITUTION AVE			S1	44	S2,53	18,18	S4	18	4
83	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	19	3
84	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	19	3
85	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	21	3
86	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	21	3
87	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	21	3
88	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	19	S3	19	3
89	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	17	S3	17	3
90	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2,53	16,17	S4	17	4
91	21,23	BSMT 1, GRND	44 CONSTITUTION AVE	S1	21			S2	17	S3	17	3
92	23	GROUND	44 CONSTITUTION AVE	S1	23			S2	17	S3	17	3
93	23	GROUND	44 CONSTITUTION AVE	S1	23			S2	17	S3	17	3
94	23	GROUND	44 CONSTITUTION AVE	S1	23			S2	17	S3	17	3
95	23	GROUND	44 CONSTITUTION AVE	S1	23			S2,53	19,19	S4	19	4
96	23	GROUND	44 CONSTITUTION AVE	S1	23			S2	16	S3	19	3
97	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2,53	16,20	S4	19	4
98	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2	17	S3,54	18,21	4
99	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2	16	S3	20	3
100	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2,53	18,18	S4	18	4
101	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2	17	S3	16	3
102	27	LEVEL 1	44 CONSTITUTION AVE	S1,52	27,27			S3,54	18,18	S5	18	5
103	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2,53	17,17	S4	17	4
104	27	LEVEL 1	44 CONSTITUTION AVE	S1,52	27,27			S3,54	17,17	S5	17	5
105	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2	17	S3	16	3
106	27	LEVEL 1	44 CONSTITUTION AVE	S1	27			S2	17	S3	21	3

FLOOR PLAN

Block

15

Section

3

Division

PARKES

FLOOR NUMBER
SUBSIDIARY INDEX

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL	
				YARD		BALCONY		CAR SPACE \ GARAGE		STORE			
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.
107	27	LEVEL 1	44 CONSTITUTION AVE			S1	27	S2	16	S3	17		3
108	27	LEVEL 1	44 CONSTITUTION AVE			S1	27	S2	17	S3	21		3
109	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	17	S3	17		3
110	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	17	S3	17		3
111	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	17	S3	17		3
112	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2,S3	18,18	S4	18		4
113	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	17	S3	17		3
114	30	LEVEL 2	44 CONSTITUTION AVE			S1,S2	30,30	S3,S4	18,18	S5	18		5
115	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2,S3	17,17	S4	17		4
116	30	LEVEL 2	44 CONSTITUTION AVE			S1,S2	30,30	S3,S4	19,19	S5	19		5
117	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	17	S3	17		3
118	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2,S3	17,17	S4	17		4
119	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2,S3	16,16	S4	16		4
120	30	LEVEL 2	44 CONSTITUTION AVE			S1	30	S2	16	S3	20		3
121	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	16	S3	20		3
122	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	16	S3	16		3
123	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	16	S3	16		3
124	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2,S3	19,19	S4	19		4
125	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	16	S3	16		3
126	33	LEVEL 3	44 CONSTITUTION AVE			S1,S2	33,33	S3,S4	19,19	S5	19		5
127	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2,S3	18,18	S4	18		4
128	33	LEVEL 3	44 CONSTITUTION AVE			S1,S2	33,33	S3,S4	19,19	S5	19		5
129	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	17	S3	17		3
130	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2,S3	17,17	S4	17		4
131	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2,S3	17,17	S4	17		4
132	33	LEVEL 3	44 CONSTITUTION AVE			S1	33	S2	17	S3	21		3
133	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	21		3
134	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	19		3
135	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	21		3
136	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2,S3	19,19	S4	18		4
137	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	21		3
138	36	LEVEL 4	44 CONSTITUTION AVE			S1,S2	36,36	S3,S4	19,19	S5	19		5
139	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2,S3	19,19	S4	19		4
140	36	LEVEL 4	44 CONSTITUTION AVE			S1,S2	36,36	S3,S4	19,19	S5	19		5
141	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	21		3
142	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2,S3	17,17	S4	17		4
143	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2,S3	18,18	S4	18		4
144	36	LEVEL 4	44 CONSTITUTION AVE			S1	36	S2	17	S3	21		3
145	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	17	S3	17		3
146	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	17	S3	18		3
147	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	17	S3	17		3
148	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2,S3	19,19	S4	18		4
149	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	17	S3	17		3
150	39	LEVEL 5	44 CONSTITUTION AVE			S1,S2	39,39	S3,S4	19,19	S5	19		5
151	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2,S3	19,19	S4	19		4
152	39	LEVEL 5	44 CONSTITUTION AVE			S1,S2	39,39	S3,S4	19,19	S5	19		5
153	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	19	S3	19		3
154	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2,S3	19,19	S4	19		4
155	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2,S3	19,19	S4	19		4
156	39	LEVEL 5	44 CONSTITUTION AVE			S1	39	S2	19	S3	19		3
157	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	19	S3	19		3
158	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	19	S3	19		3
159	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	19	S3	19		3

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL	
				YARD		BALCONY		CAR SPACE \ GARAGE		STORE			
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.
160	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2,S3	19,19	S4	19		4
161	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	19	S3	21		3
162	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2,S3	19,19	S4	19		4
163	42	LEVEL 6	44 CONSTITUTION AVE			S1,S2	42,42	S3,S4	19,19	S5	19		5
164	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	18	S3	21		3
165	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2,S3	18,18	S4	18		4
166	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2,S3	18,18	S4	18		4
167	42	LEVEL 6	44 CONSTITUTION AVE			S1	42	S2	18	S3	21		3
168	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S2	18	S3	18		3
169	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S2	19	S3	21		3
170	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S2	19	S3	19		3
171	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S2	21				2
172	42,45	LEVEL 6 & LEVEL 7	44 CONSTITUTION AVE			S1,S2,S3	42,42,45	S4	21				4
173	45	LEVEL 7	44 CONSTITUTION AVE			S1,S2	45,45	S3	21				3
174	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S2	21				2
175	45	LEVEL 7	44 CONSTITUTION AVE			S1	45	S3,S2	21,21				3
176	24	GROUND	44 CONSTITUTION AVE			S1	24	S2,S3	19,19	S4	19		4
177	24	GROUND	44 CONSTITUTION AVE			S1	24	S2,S3	19,19	S4	19		4
178	24	GROUND	44 CONSTITUTION AVE			S1	24	S2,S3	19,19	S4	19		4
179	24	GROUND	44 CONSTITUTION AVE			S1	24	S2,S3	17,17	S4	17		4
180	24	GROUND	44 CONSTITUTION AVE	S1	24			S2,S3	17,17	S4	17		4
181	24	GROUND	44 CONSTITUTION AVE	S1	24			S2,S3	19,19	S4	19		4
182	24	GROUND	44 CONSTITUTION AVE	S1	24			S2	17	S3	17		3
183	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2	19	S3	19		3
184	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	17,17	S4	17		4
185	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	17,17	S4	17		4
186	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2	17	S3	17		3
187	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	19,19	S4	19		4
188	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	19,19	S4	19		4
189	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	19,19	S4	19		4
190	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	17,17	S4	17		4
191	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	17,17	S4	17		4
192	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2,S3	17,17	S4	17		4
193	28	LEVEL 1	44 CONSTITUTION AVE			S1	28	S2	19	S3	19		3
194	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2	17	S3	17		3
195	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	17,17	S4	17		4
196	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	19,19	S4	18		4
197	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2	17	S3	17		3
198	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	17,17	S4	17		4
199	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	17,17	S4	17		4
200	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	19,19	S4	19		4
201	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	19,19	S4	19		4
202	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	18,18	S4	18		4
203	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2,S3	17,17	S4	17		4
204	31	LEVEL 2	44 CONSTITUTION AVE			S1	31	S2	17	S3	17		3
205	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2	17	S3	17		3
206	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	17,17	S4	17		4
207	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	19,19	S4	19		4
208	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2	17	S3	17		3
209	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	17,17	S4	17		4
210	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	17,17	S4	17		4
211	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	17,17	S4	19		4
212	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	19,19	S4	19		4

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	YARD		BALCONY		CAR SPACE / GARAGE		STORE		
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
213	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	29,19	S4	19	4
214	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2,S3	17,17	S4	17	4
215	34	LEVEL 3	44 CONSTITUTION AVE			S1	34	S2	17	S3	17	3
216	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2	17	S3	17	3
217	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	17,17	S4	17	4
218	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	19	4
219	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	17,17	S4	19	4
220	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	19	4
221	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	19	4
222	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	19	4
223	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	21	4
224	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	19,19	S4	19	4
225	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2,S3	17,17	S4	17	4
226	37	LEVEL 4	44 CONSTITUTION AVE			S1	37	S2	17	S3	20	3
227	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2	17	S3	17	3
228	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	17,17	S4	17	4
229	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	19,19	S4	19	4
230	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2	17	S3	17	3
231	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	17,17	S4	17	4
232	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	17,17	S4	17	4
233	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	17,17	S4	17	4
234	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	19,19	S4	19	4
235	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	19,19	S4	19	4
236	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2,S3	17,17	S4	17	4
237	40	LEVEL 5	44 CONSTITUTION AVE			S1	40	S2	19	S3	19	3
238	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2	19	S3	17	3
239	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	17,17	S4	17	4
240	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	19,19	S4	18	4
241	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2	17	S3	16	3
242	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	17,17	S4	17	4
243	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	17,17	S4	17	4
244	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	19,19	S4	19	4
245	43	LEVEL 6	44 CONSTITUTION AVE			S1,S2	43,43	S3,S4,S5,S6	19,19,19,19,19	S7	19	7
246	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2,S3	19,19	S4	19	4
247	43	LEVEL 6	44 CONSTITUTION AVE			S1	43	S2	17	S3	17	3
248	46	LEVEL 7	44 CONSTITUTION AVE			S1	46	S2	19	S3,S4	19,20	4
249	46	LEVEL 7	44 CONSTITUTION AVE			S1	46	S2,S3	19,19	S4	19	4
250	46	LEVEL 7	44 CONSTITUTION AVE			S1,S2	46,46	S3	21			3
251	46	LEVEL 7	44 CONSTITUTION AVE			S1,S2	46,46	S3	21			3
252	46	LEVEL 7	44 CONSTITUTION AVE			S1	46	S2	21			2
253	46	LEVEL 7	44 CONSTITUTION AVE			S1,S2	46,46	S4,S3	19,21	S5	19	5
254	46	LEVEL 7	44 CONSTITUTION AVE			S1	46	S2	19	S3,S4	19,20	4
255	22	GROUND	44 CONSTITUTION AVE					S1,S2	18,18			2
256	22	GROUND	44 CONSTITUTION AVE					S1,S2	20,20			2
257	22	GROUND	44 CONSTITUTION AVE					S1	18			1
258	22	GROUND	44 CONSTITUTION AVE					S1	20			1
259	22,26	GROUND, LEVEL 1	44 CONSTITUTION AVE			S1	26	S2,S3	18,18			3
260	22,26	GROUND, LEVEL 1	44 CONSTITUTION AVE			S1	26	S2,S3	18,18			3
261	25	GROUND	44 CONSTITUTION AVE	S1	25			S2	17			2

LEGEND

ALL BUILDINGS ARE MULTI STOREY CONCRETE & BRICK

CLASS A UNIT BOUNDARIES & FLOOR AREAS ARE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE. THE WALL CENTRELINE WAS ESTIMATED TO DETERMINE THE UNIT FLOOR AREA. IN MULTI-STOREY UNITS, AREA OF THE STAIR VOID ON THE UPPER FLOOR IS INCLUDED IN THE UNIT AREA OF THAT UPPER FLOOR. THE FLOOR AREA IS SHOWN FOR THE PURPOSE OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE. ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY.

ALN DENOTES CAR SPACE SUBSIDIARIES ARE ALIGNED
 B DENOTES BALCONY
 C DENOTES CAR SPACE 2-40 WIDE, 5-40 LONG & ABOUT 13m² IN AREA, UNLESS SHOWN OTHERWISE.
 CC DENOTES CAR SPACE SUBSIDIARY BOUNDARY FROM CENTRE LINE OF COLUMN
 CP DENOTES COMMON PROPERTY
 CR DENOTES SUBSIDIARY BOUNDARY COMMENCES FROM CORNER OF METAL STORE ROOM
 FC DENOTES CAR SPACE SUBSIDIARY BOUNDARY FROM FACE OF COLUMN
 G DENOTES METAL GARAGE
 MF DENOTES METAL FENCE

PB DENOTES PLANTER BOX (COMMON PROPERTY, UNLESS SHOWN OTHERWISE)

R DENOTES METAL STORE ROOM ABOUT 2m² UNLESS NOTED OTHERWISE

UR DENOTES UTILITIES ROOM (COMMON PROPERTY)

WR DENOTES WASTE ROOM (COMMON PROPERTY)

'X' & 'Y' DENOTES ALIGNMENT OF CAR SPACE SUBSIDIARIES BEING A STRAIGHT LINE THROUGH 'X' & 'Y'

Y DENOTES YARD

YARD SUBSIDIARY BOUNDARIES ARE ALONG THE OUTSIDE FACE OF BUILDING WALLS & CENTRELINE OF DIVIDING FENCES, UNLESS SHOWN OTHERWISE

YARD SUBSIDIARIES ARE LIMITED IN DEPTH BY THEIR HARDSTAND UNLESS NOTED OTHERWISE. YARD SUBSIDIARIES ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE UNIT ABOVE, OR TO 3m ABOVE THE YARD SUBSIDIARY'S UNIT, WHICHEVER IS LOWER, UNLESS NOTED OTHERWISE.

YARD SUBSIDIARY S26(1) IS LIMITED IN HEIGHT TO 15m ABOVE & IN DEPTH TO 3m BELOW UNIT 261 FLOOR SLAB.

BALCONIES ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE ABOVE BALCONY, OR IF NO BALCONY TO THE THE PROJECTION OF THE UNDERSIDE OF THE UNIT, OR TO 3m ABOVE WHICHEVER IS LOWER.

WHERE CAR SPACE SUBSIDIARY BOUNDARIES ABUT STRUCTURES, THE LONG BOUNDARIES ARE PARALLEL TO EACH OTHER, UNLESS SHOWN OTHERWISE.

WHERE CAR SPACE SUBSIDIARY BOUNDARIES DO NOT ABUT STRUCTURES, CAR SPACE SUBSIDIARY BOUNDARIES ARE PARALLEL AND PERPENDICULAR TO EACH OTHER.

THE DIMENSIONED WIDTH AT THE FRONT OF CAR SPACE SUBSIDIARY BOUNDARY IS THE SAME AS AT THE REAR UNLESS NOTED OTHERWISE.

WHERE A CAR SPACE SUBSIDIARY ABUTS A STORAGE ROOM, THE SIDE BOUNDARY OF THE CAR SPACE MAY NOT LINE UP WITH THE SIDE OF THE STORAGE ROOM BUT IS DEFINED BY DIMENSIONS FROM WALLS OR COLUMNS, UNLESS NOTED OTHERWISE.

COLUMNS ARE COMMON PROPERTY, ARE SHOWN FOR INFORMATION ONLY AND ARE NOT USED TO DEFINE SUBSIDIARY BOUNDARIES, UNLESS NOTED OTHERWISE.

LAND TITLES
 ACCESS CANBERRA
 Chief Minister, Treasury and
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Sheet No. 15 of 72

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SUBSIDIARY INDEX / LEGEND

CONSTITUTION

AVENUE

LAND TITLES
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Chief Minister, Treasury and
Economic Development Directorate

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PARKES

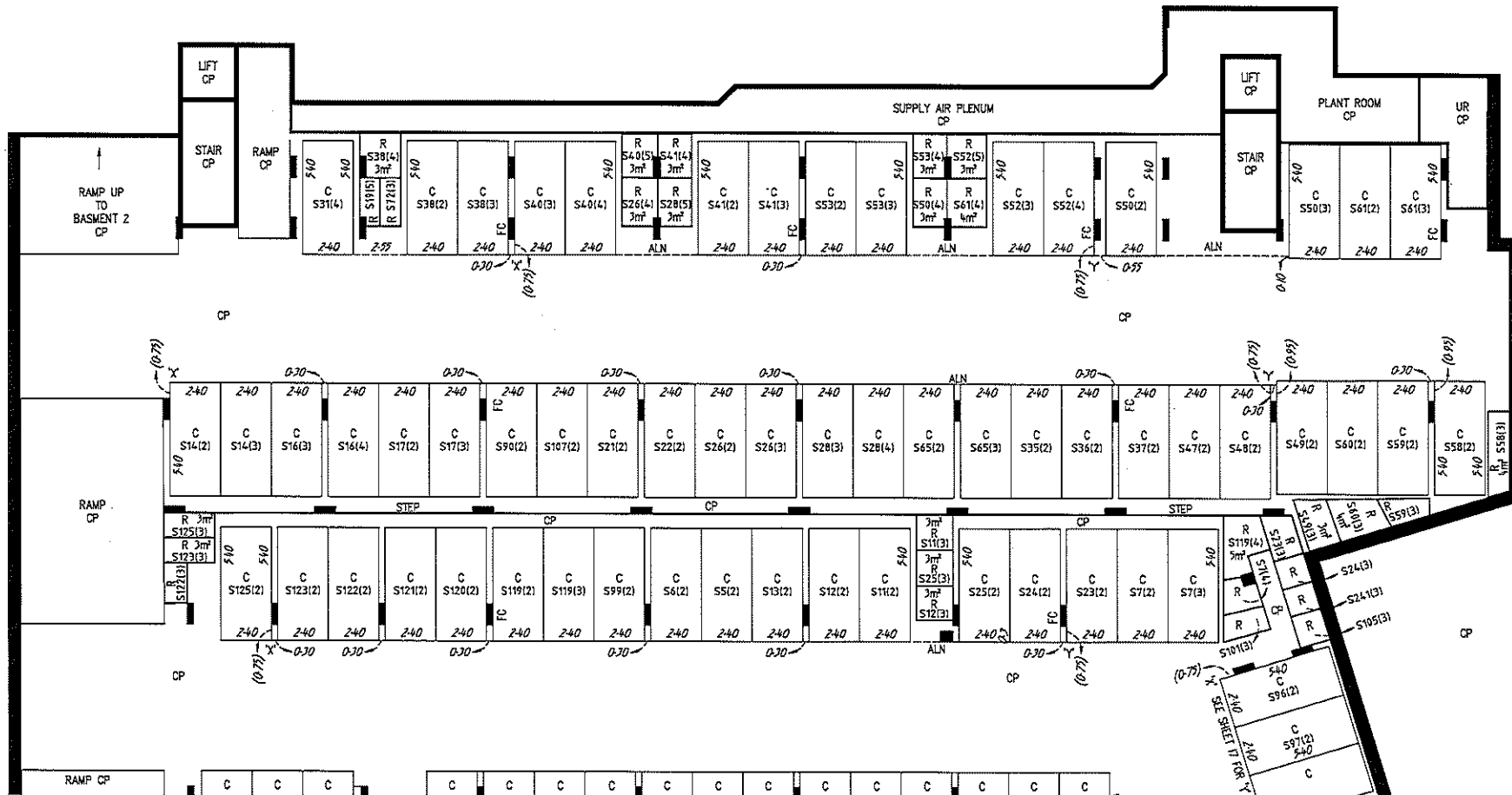
FLOOR NUMBER

BASEMENT 3

SEE SHEET 15 FOR LEGEND.

C DENOTES CAR SPACE 2.40
WIDE, 5.40 LONG & ABOUT DM²
IN AREA, UNLESS SHOWN
OTHERWISE

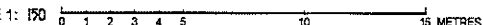
TERRITORY LAND



Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150



JOINS SHEET 17

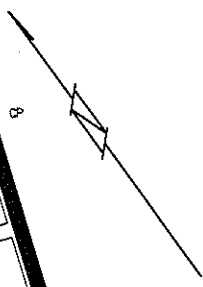
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15852

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SEE SHEET 15 FOR LEGEND

C DENOTES CAR SPACE 2.40 WIDE, 5.40 LONG & ABOUT 1m² IN AREA, UNLESS SHOWN OTHERWISE



TERRITORY LAND



CONSTITUTION

AVENUE

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

Sheet No. 18 of 72

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Division

PARKES

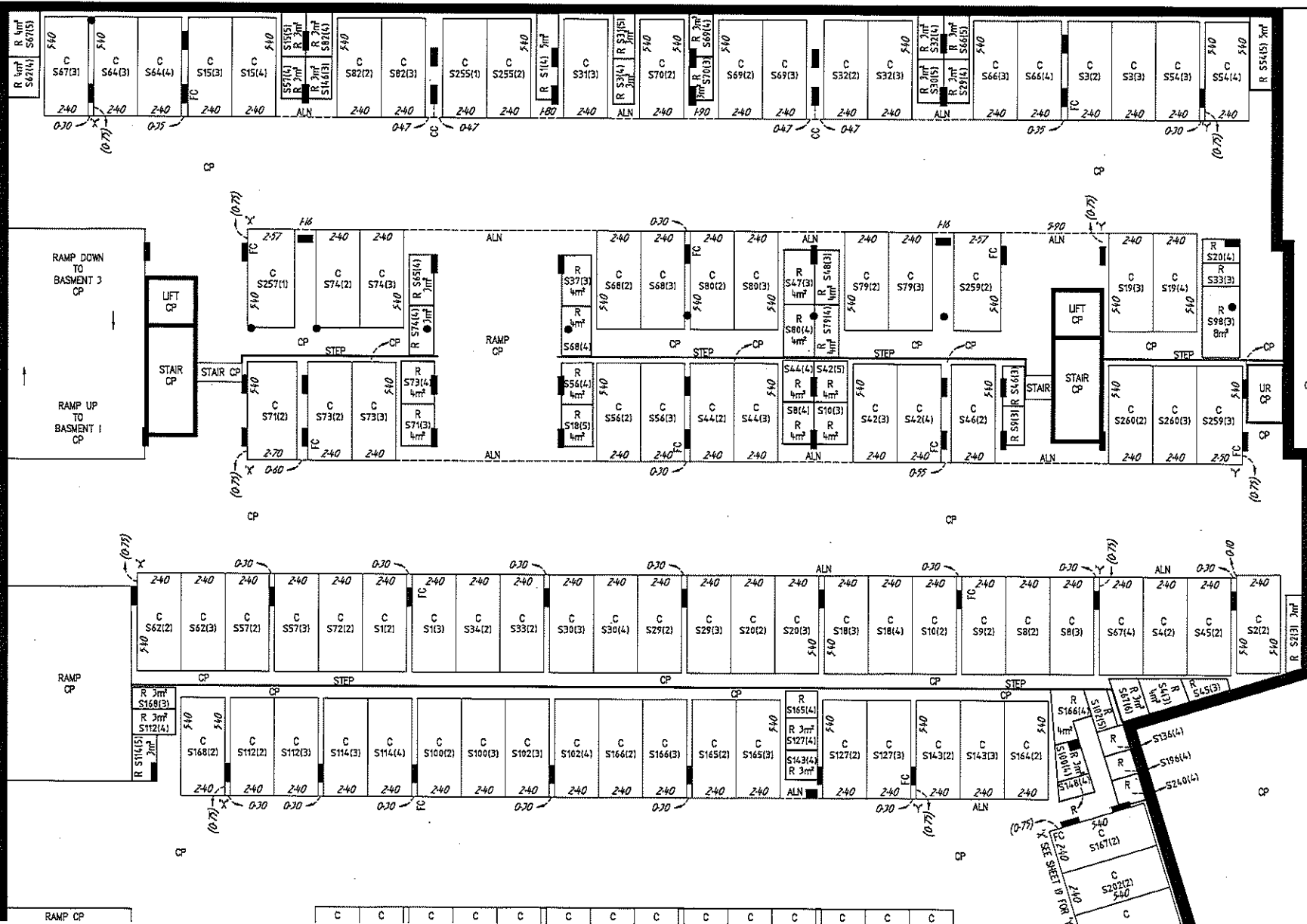
FLOOR NUMBER

BASEMENT 2

SEE SHEET 15 FOR LEGEND

C DENOTES CAR SPACE 2.40
WIDE, 5.40 LONG & ABOUT 13m²
IN AREA, UNLESS SHOWN
OTHERWISE

TERRITORY LAND



Form 3

JOINS SHEET 19

Form 091 - FP

Graphic bar scale - SCALE 1: 150



UNITS PLAN No.

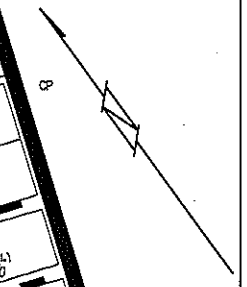
15592



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ACCESS CANBERRA	
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BASEMENT 2	

SEE SHEET 19 FOR LEGEND

C DENOTES CAR SPACE 2.40 WIDE, 5.40 LONG & ABOUT 13m² IN AREA, UNLESS SHOWN OTHERWISE



CONSTITUTION

AVENUE

LAND TITLES
ACCESS CANBERRA
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Economic Development Directorate

Sheet No. 20 of 72

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PARKES

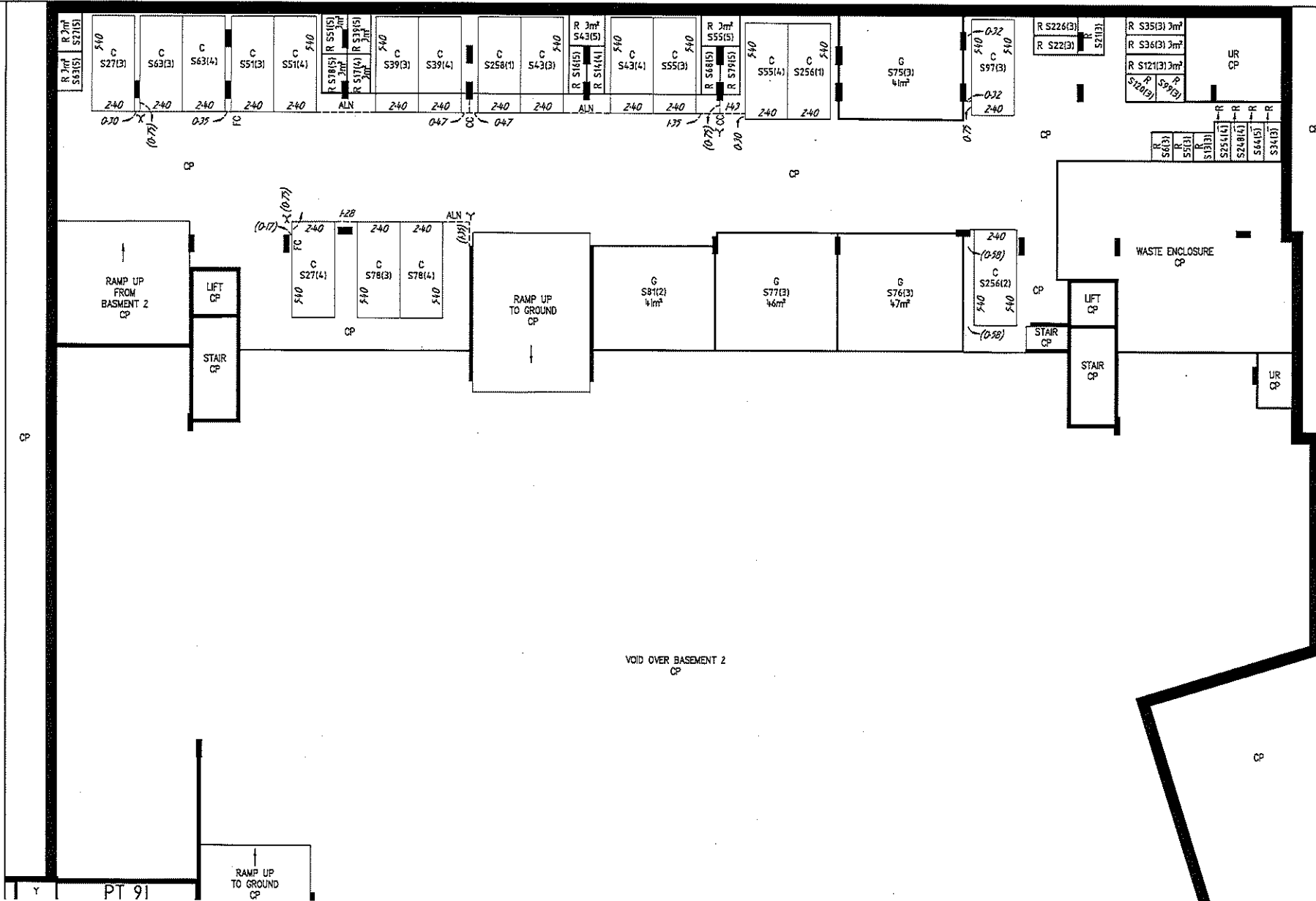
FLOOR NUMBER

BASEMENT 1

SEE SHEET 19 FOR LEGEND

C DENOTES CAR SPACE 2.40
WIDE, 5.40 LONG & ABOUT 13m²
IN AREA, UNLESS SHOWN
OTHERWISE

TERRITORY LAND



VOID OVER BASEMENT 2
CP

PT 91

RAMP UP TO GROUND
CP

Form 3

JOINS SHEET 21

Form 091 - FP

Graphic bar scale - SCALE 1: 150
0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

JOINS SHEET 20

LAND TITLES
ACCESS CANBERRA
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PARKES

FLOOR NUMBER

BASEMENT 1

SEE SHEET 15 FOR LEGEND.

C DENOTES CAR SPACE 2.40
WIDE, 5.40 LONG & ABOUT 0.7m²
IN AREA, UNLESS SHOWN
OTHERWISE



TERRITORY LAND

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150



UNITS PLAN No.

15592

LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and
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FLOOR PLAN

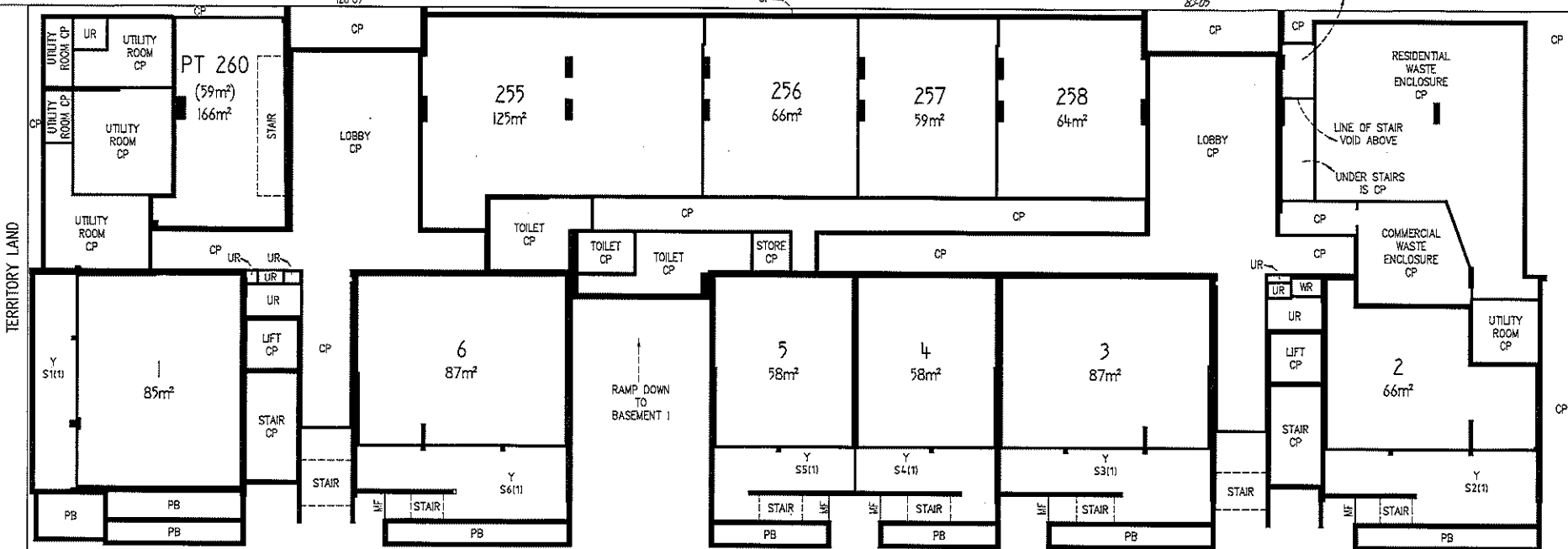
Block	15
Section	3
Division	PARKES
FLOOR NUMBER	GROUND

CONSTITUTION

AVENUE

PT 259

(4m²)
111m²



SEE SHEET 15 FOR LEGEND

TERRITORY LAND

3409'
200/2

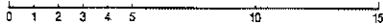
JOINS SHEET 23

JOINS SHEET 24

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150



UNITS PLAN No.

15592

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PARKES

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GROUND

SEE SHEET 15 FOR LEGEND

TERRITORY LAND

36'00"
100-02



JOINS SHEET 24

Form 3

Form 091 - FP

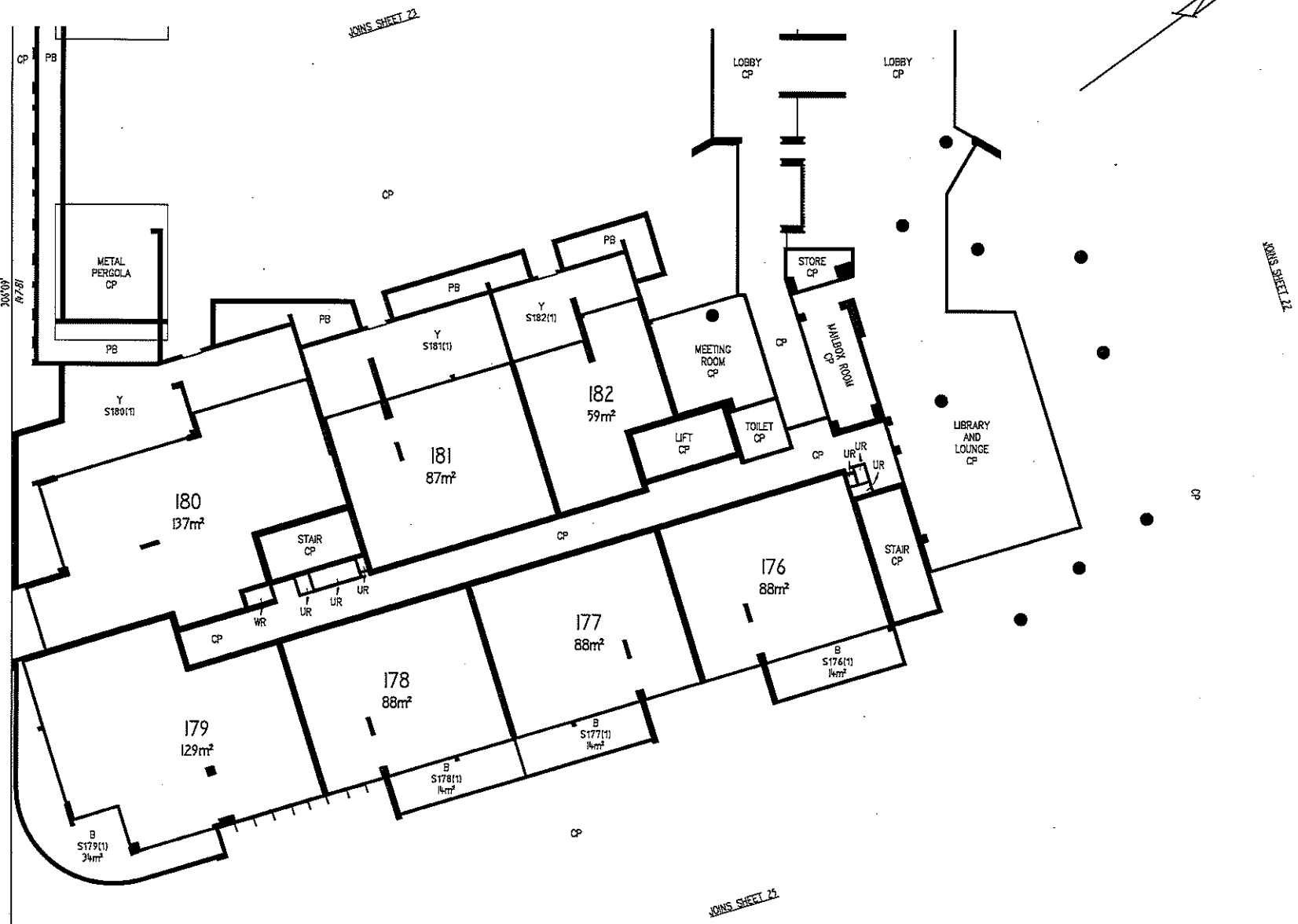
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UNITS PLAN No.

15592

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SEE SHEET 15 FOR LEGEND

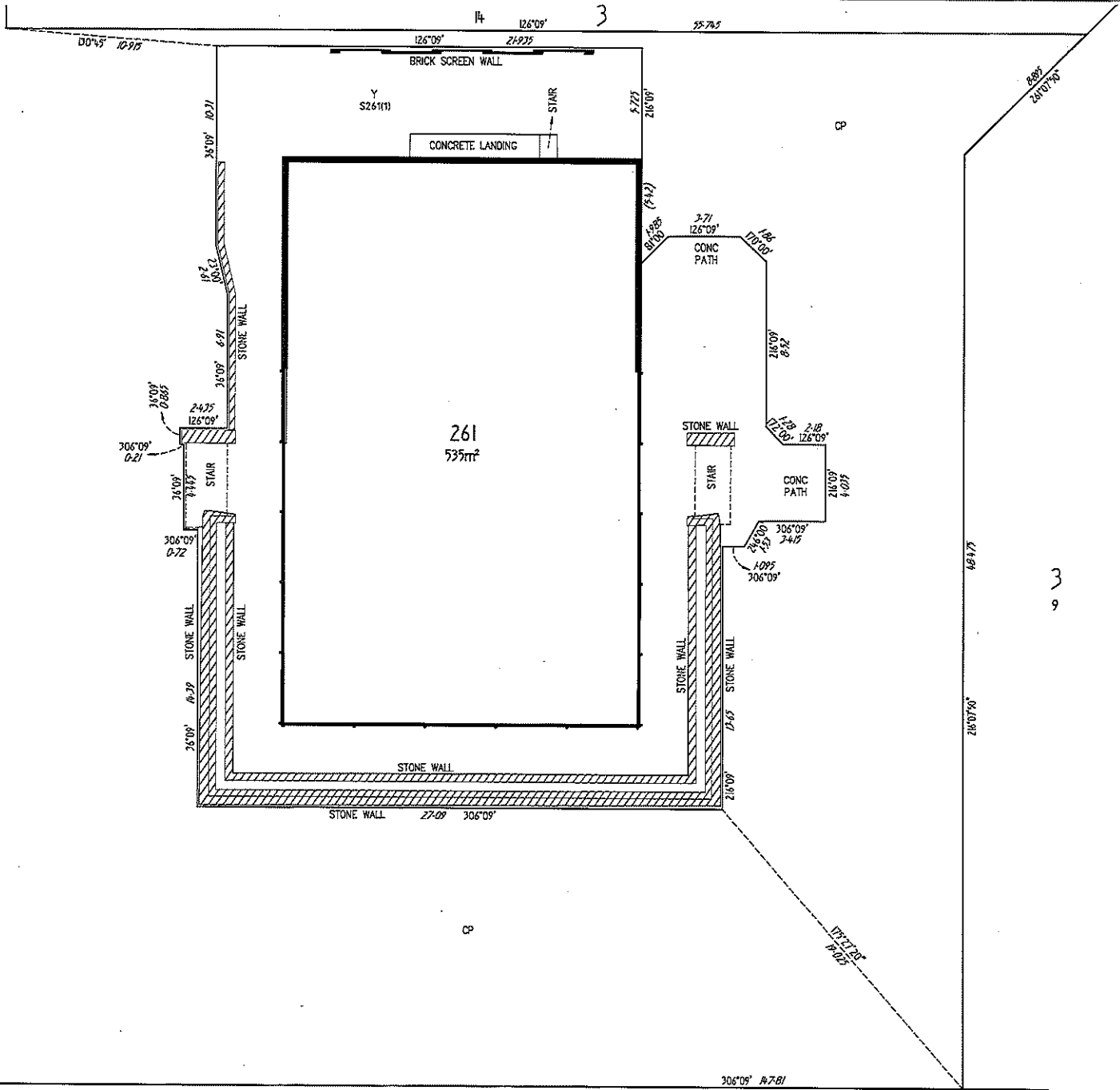
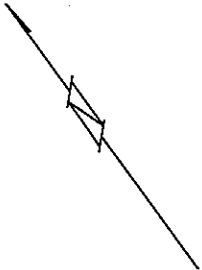


Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.
15592

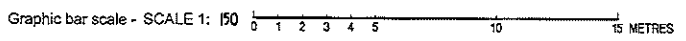


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Form 3

Form 091 - FP



306°09' A781

TERRITORY LAND

UNITS PLAN No.

15592

FLOOR PLAN

Block

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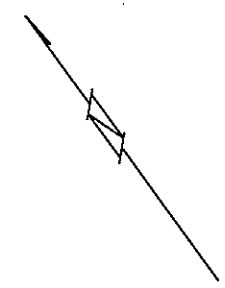
PARKES

FLOOR NUMBER

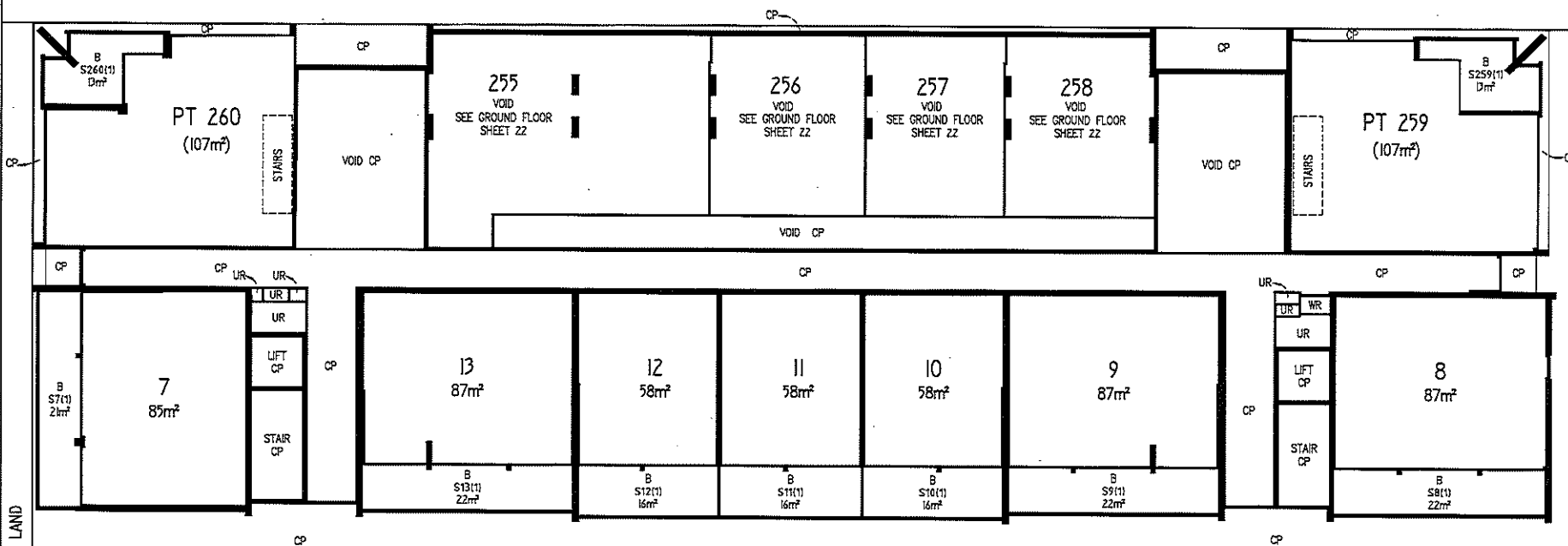
LEVEL 1

CONSTITUTION

AVENUE



SEE SHEET 15 FOR LEGEND.



JOINS SHEET 27

JOINS SHEET 28

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

TERRITORY LAND

FLOOR PLAN

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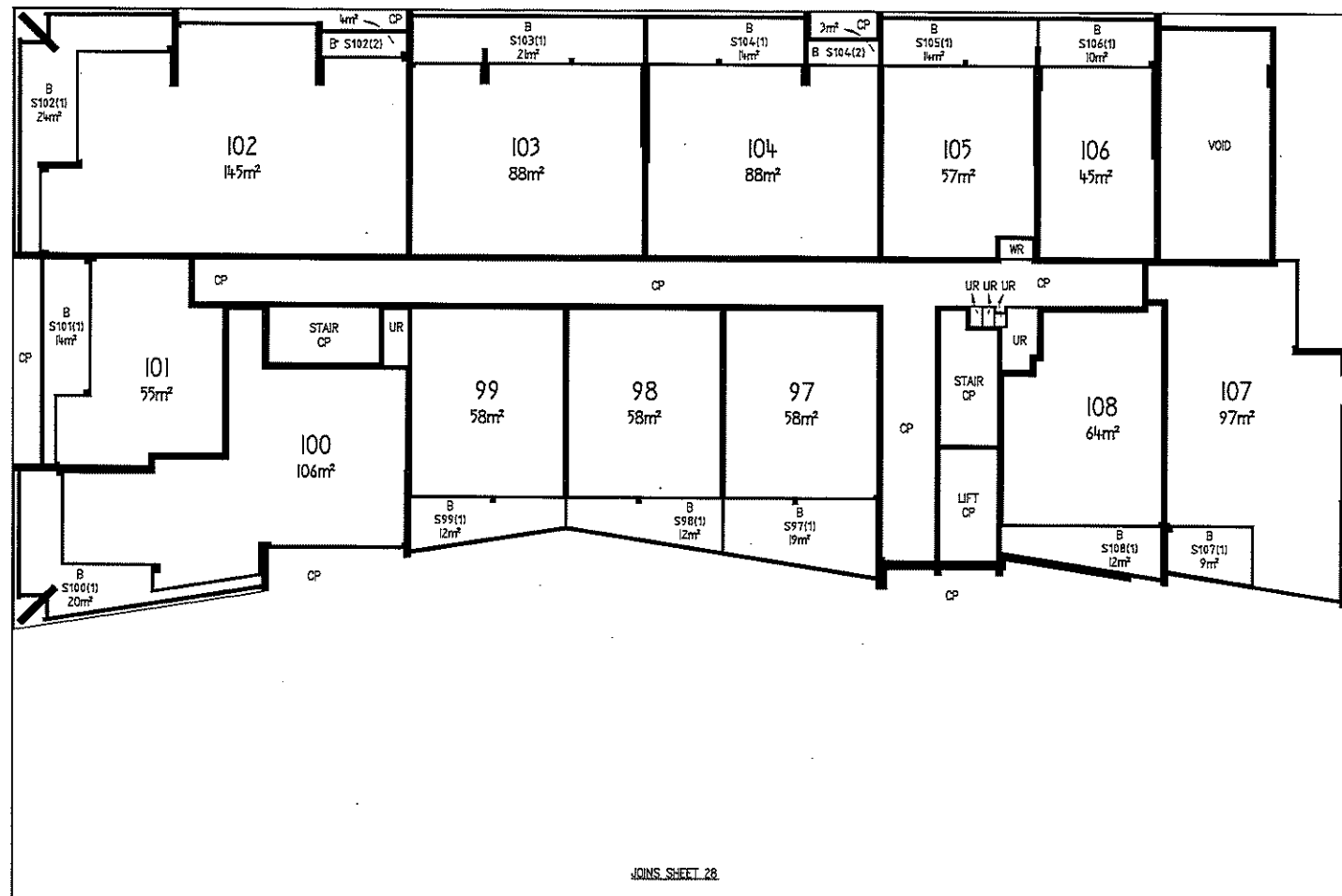
PARKES

FLOOR NUMBER

LEVEL 1

SEE SHEET 19 FOR LEGEND

TERRITORY LAND



JOINS SHEET 28

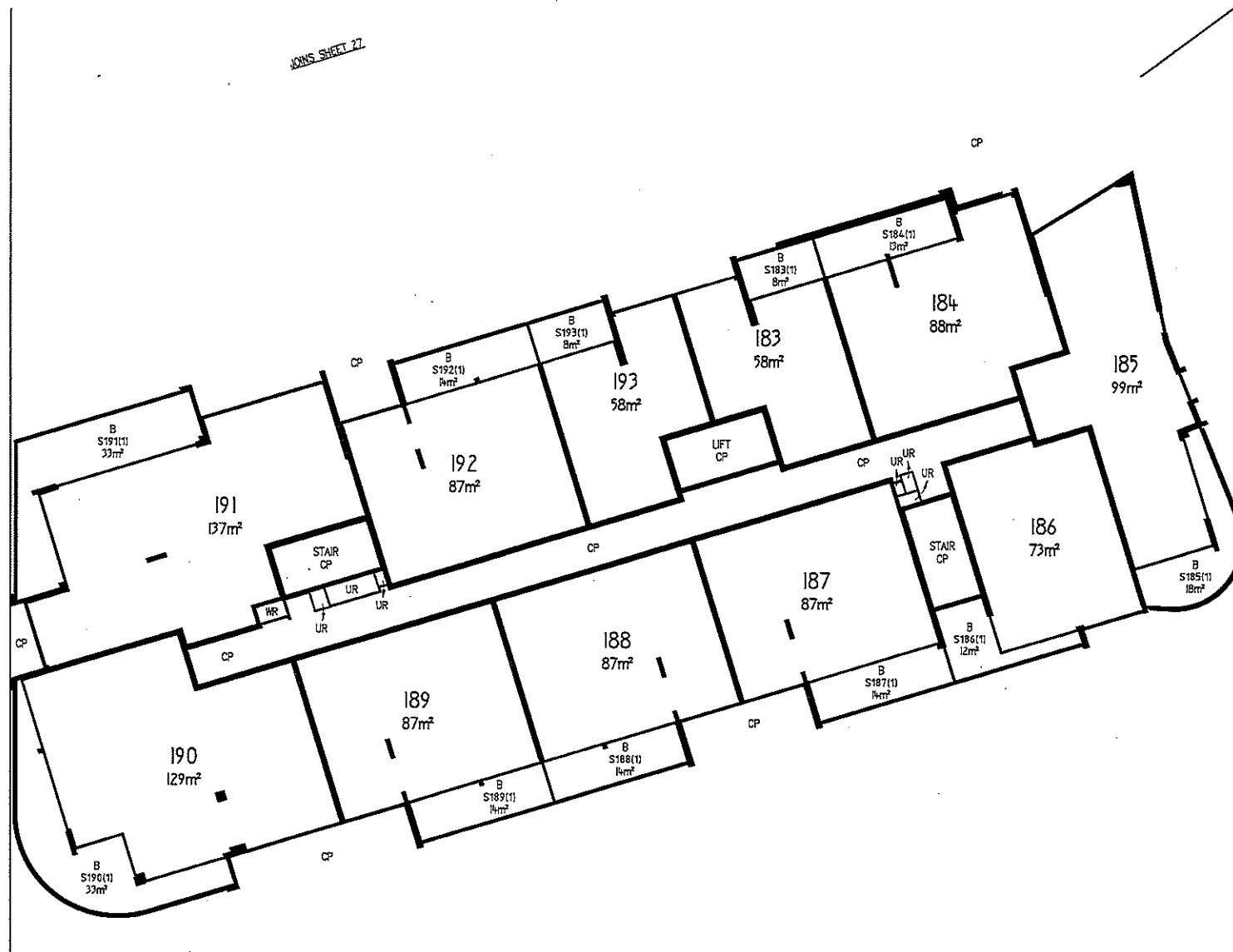
JOINS SHEET 26

PARKES WAY

TERRITORY LAND

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Division
PARKES
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LEVEL 1

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Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

FLOOR PLAN

Block

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3

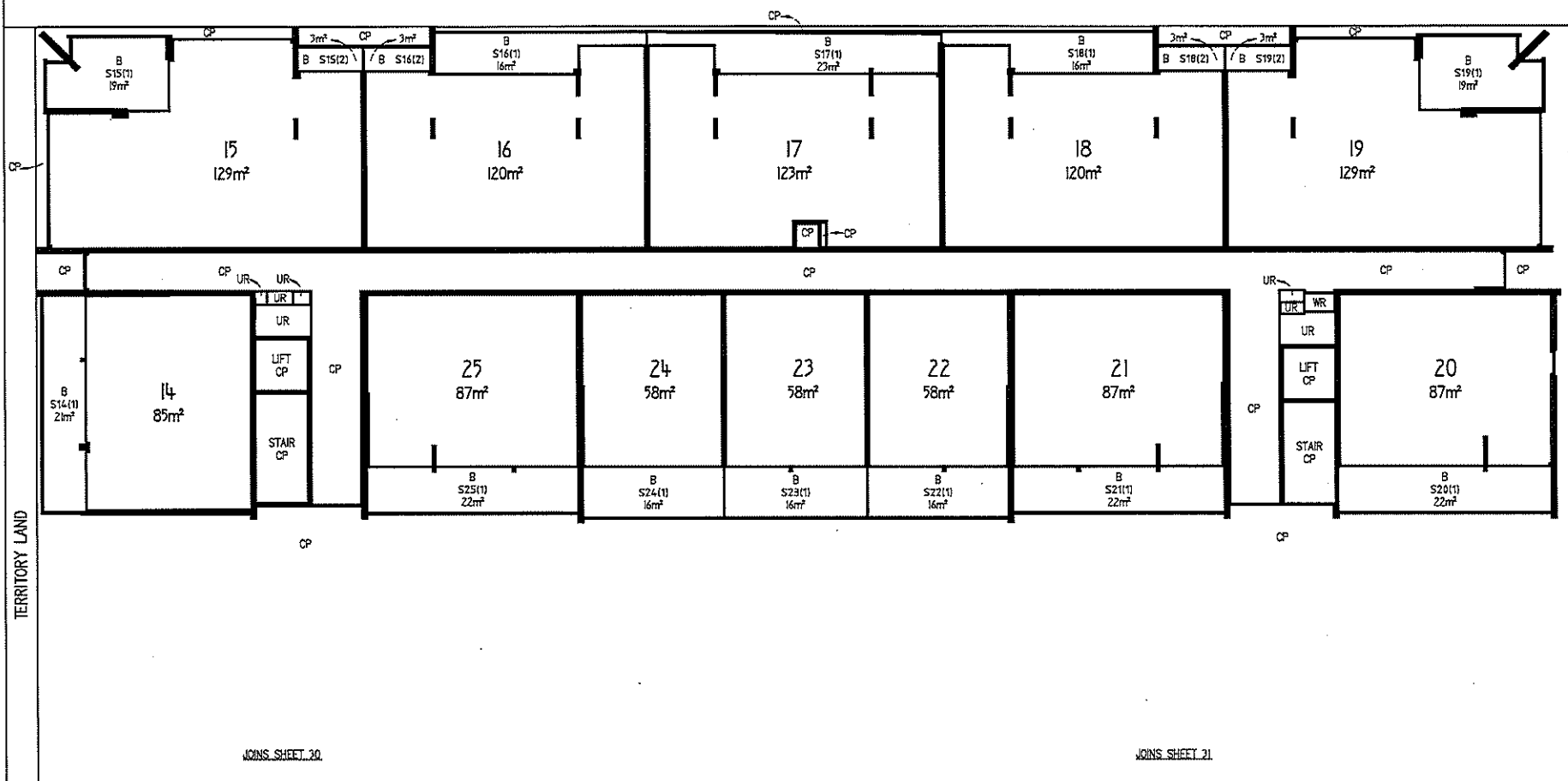
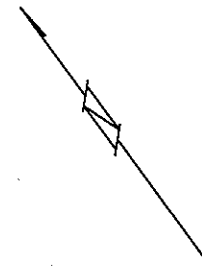
Division

PARKES

FLOOR NUMBER

LEVEL 2

CONSTITUTION AVENUE



SEE SHEET 15 FOR LEGEND.

TERRITORY LAND

JOINS SHEET 20

JOINS SHEET 21

Form 3

Form 091 - FP

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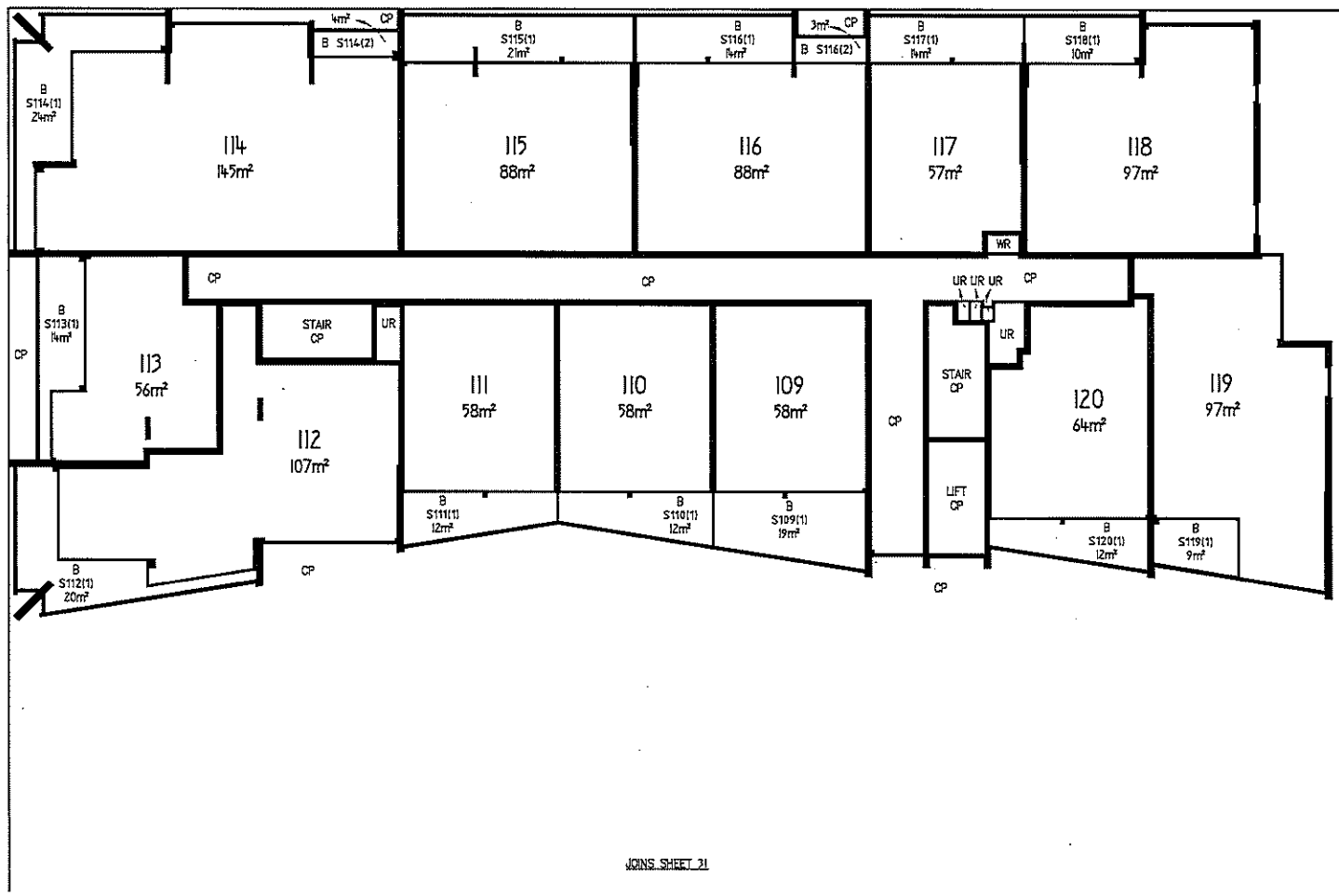
UNITS PLAN No.

15592

FLOOR PLAN
Block 15
Section 3
Division PARKES
FLOOR NUMBER LEVEL 2

SEE SHEET 15 FOR LEGEND

TERRITORY LAND

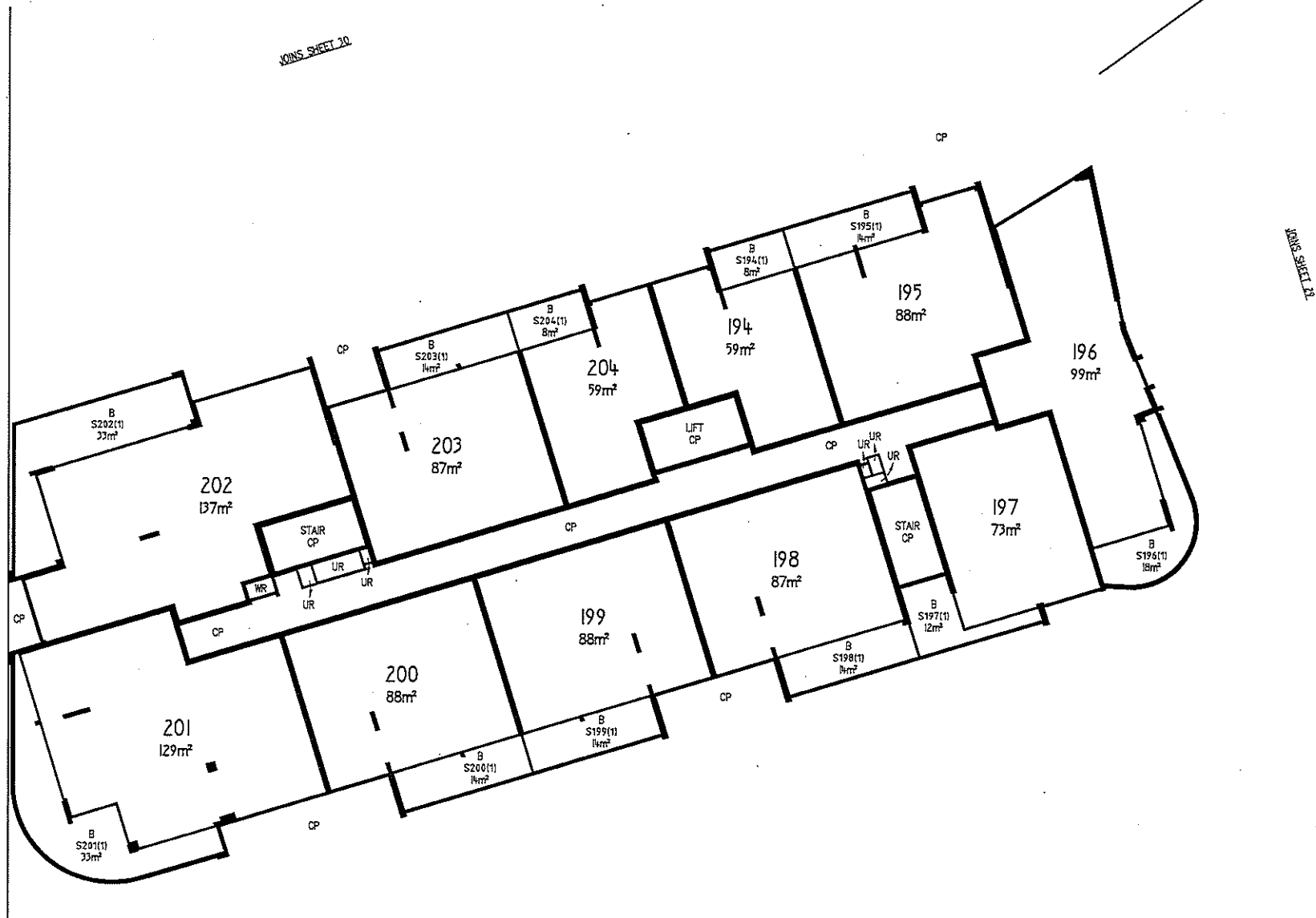


JOINS SHEET 21

JOINS SHEET 22

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Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.
15592

FLOOR PLAN

Block

15

Section

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Division

PARKES

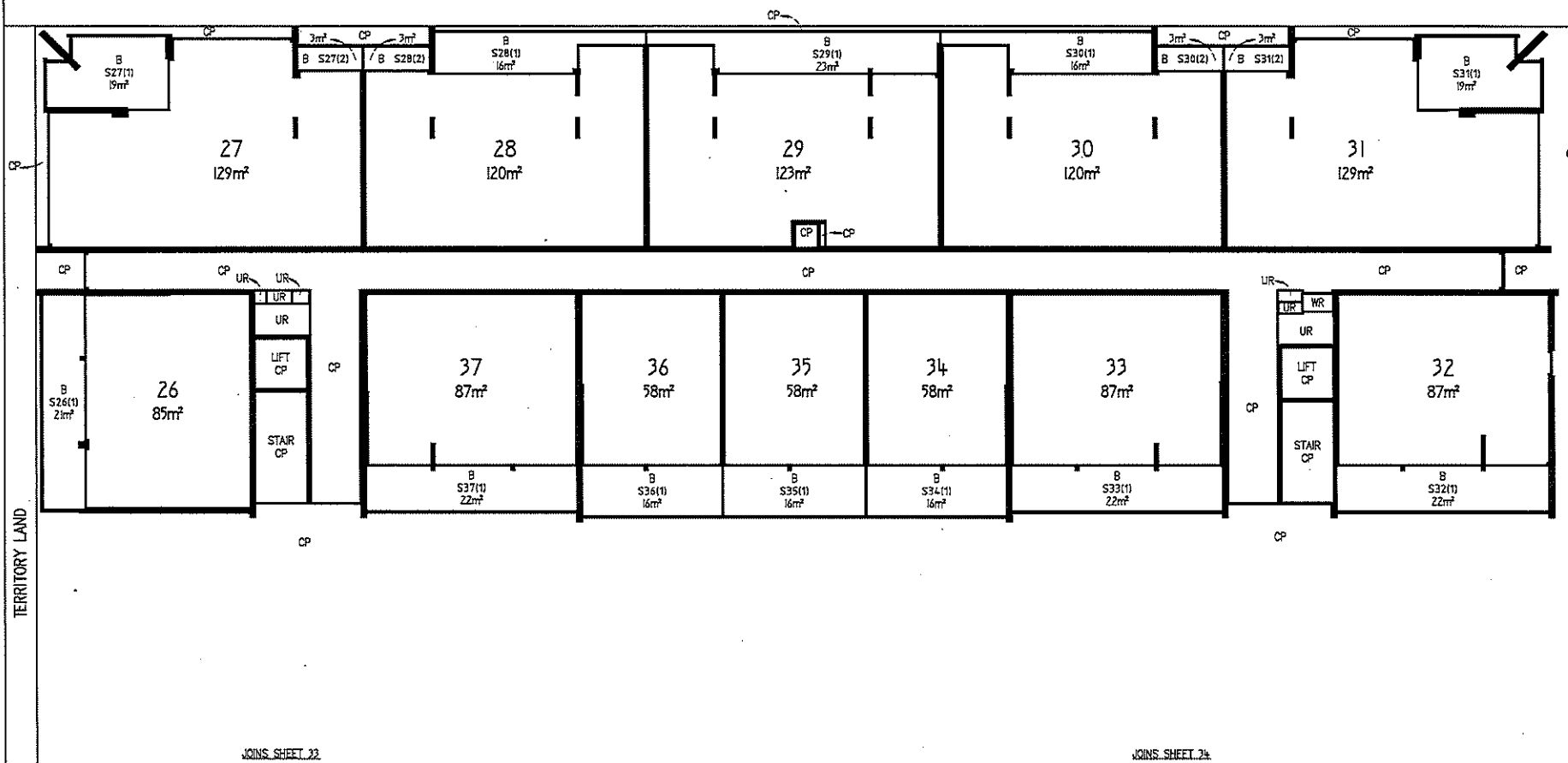
FLOOR NUMBER

LEVEL 3

CONSTITUTION

AVENUE

SEE SHEET 15 FOR LEGEND



FLOOR PLAN

Block

15

Section

3

Division

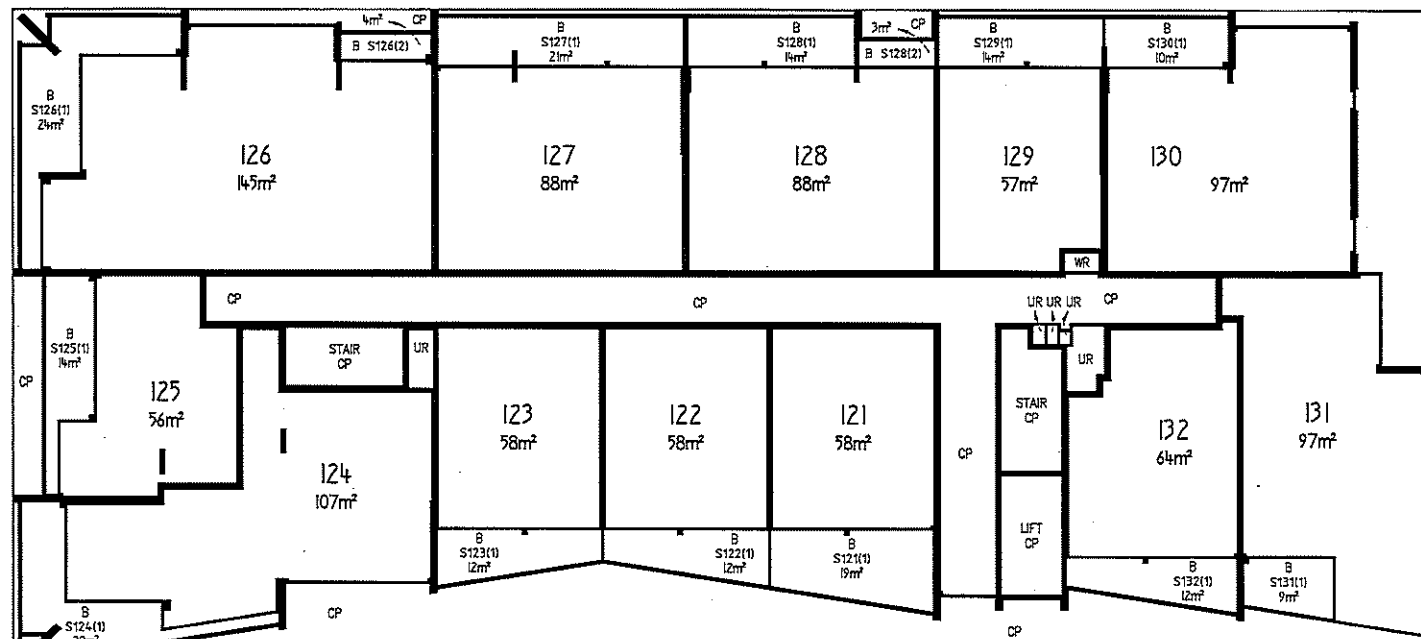
PARKES

FLOOR NUMBER

LEVEL 3

SEE SHEET 15 FOR LEGEND.

TERRITORY LAND

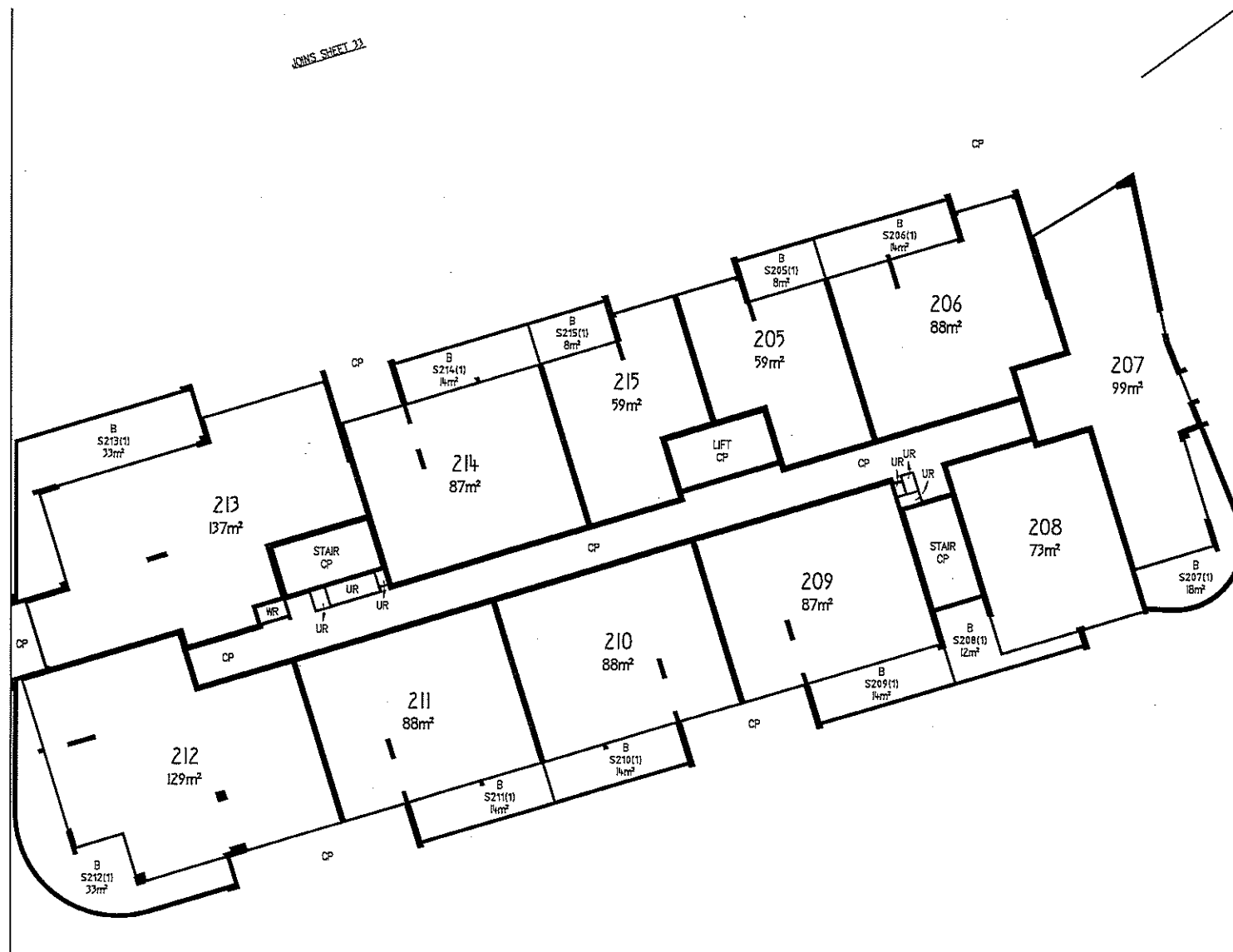


JOINS SHEET 24

JOINS SHEET 22

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Division PARKES	
FLOOR NUMBER LEVEL 3	

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Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

FLOOR PLAN

Block

15

Section

3

Division

PARKES

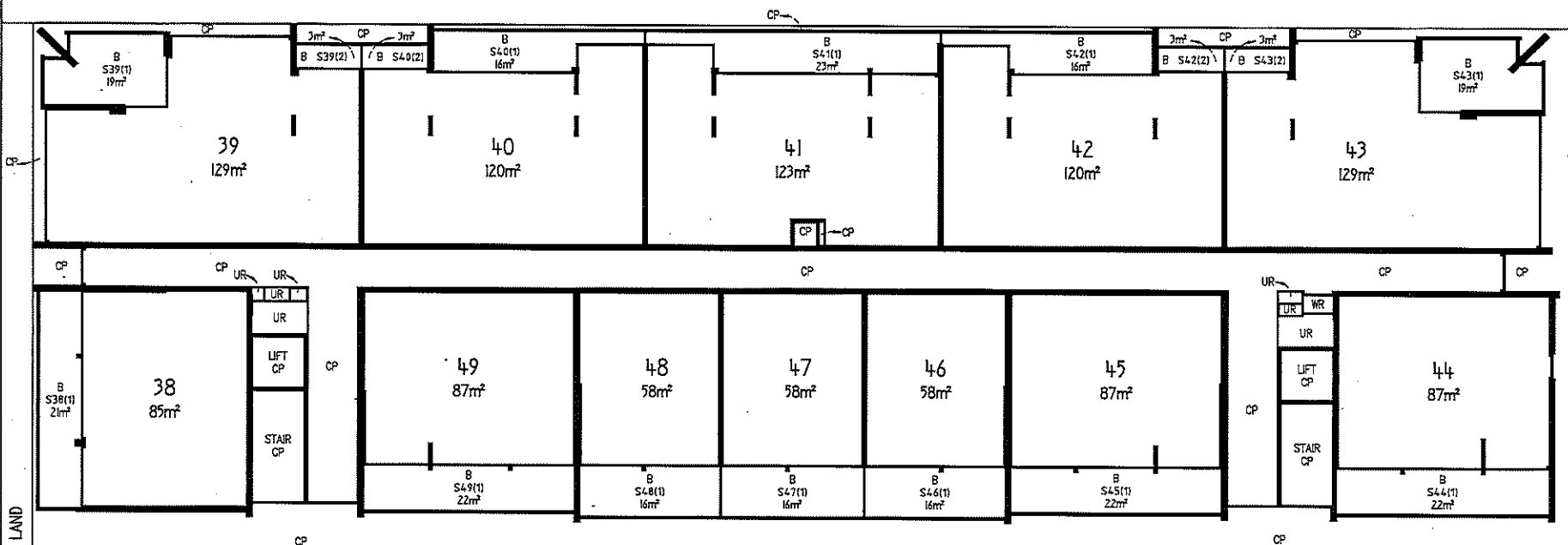
FLOOR NUMBER

LEVEL 4

CONSTITUTION

AVENUE

SEE SHEET 15 FOR LEGEND



TERRITORY LAND

JOINS SHEET 36

JOINS SHEET 37

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

FLOOR PLAN

Block

15

Section

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Division

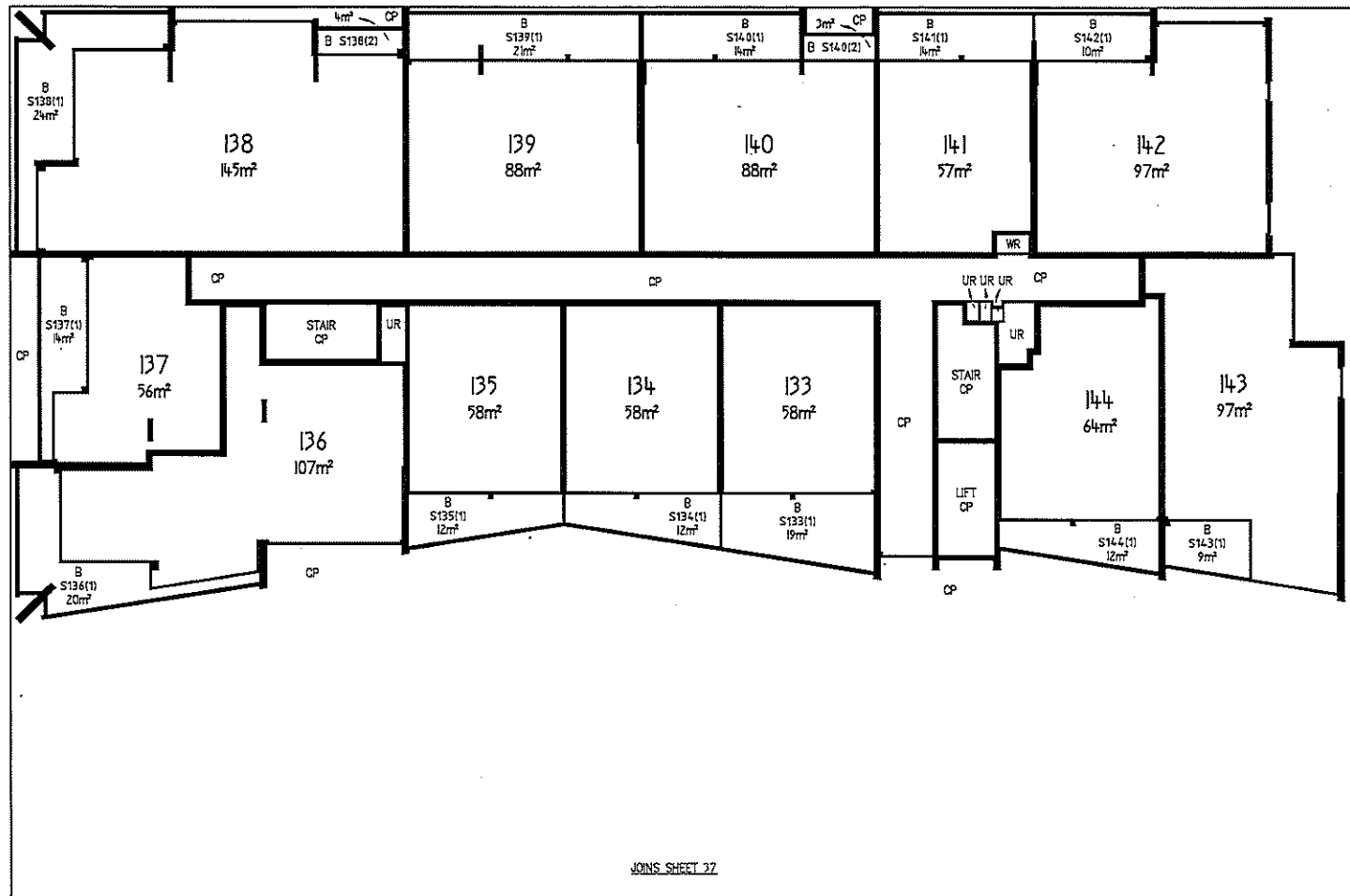
PARKES

FLOOR NUMBER

LEVEL 4

SEE SHEET 15 FOR LEGEND

TERRITORY LAND



JOINS SHEET 27

JOINS SHEET 25

FLOOR PLAN

Block

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Section

3

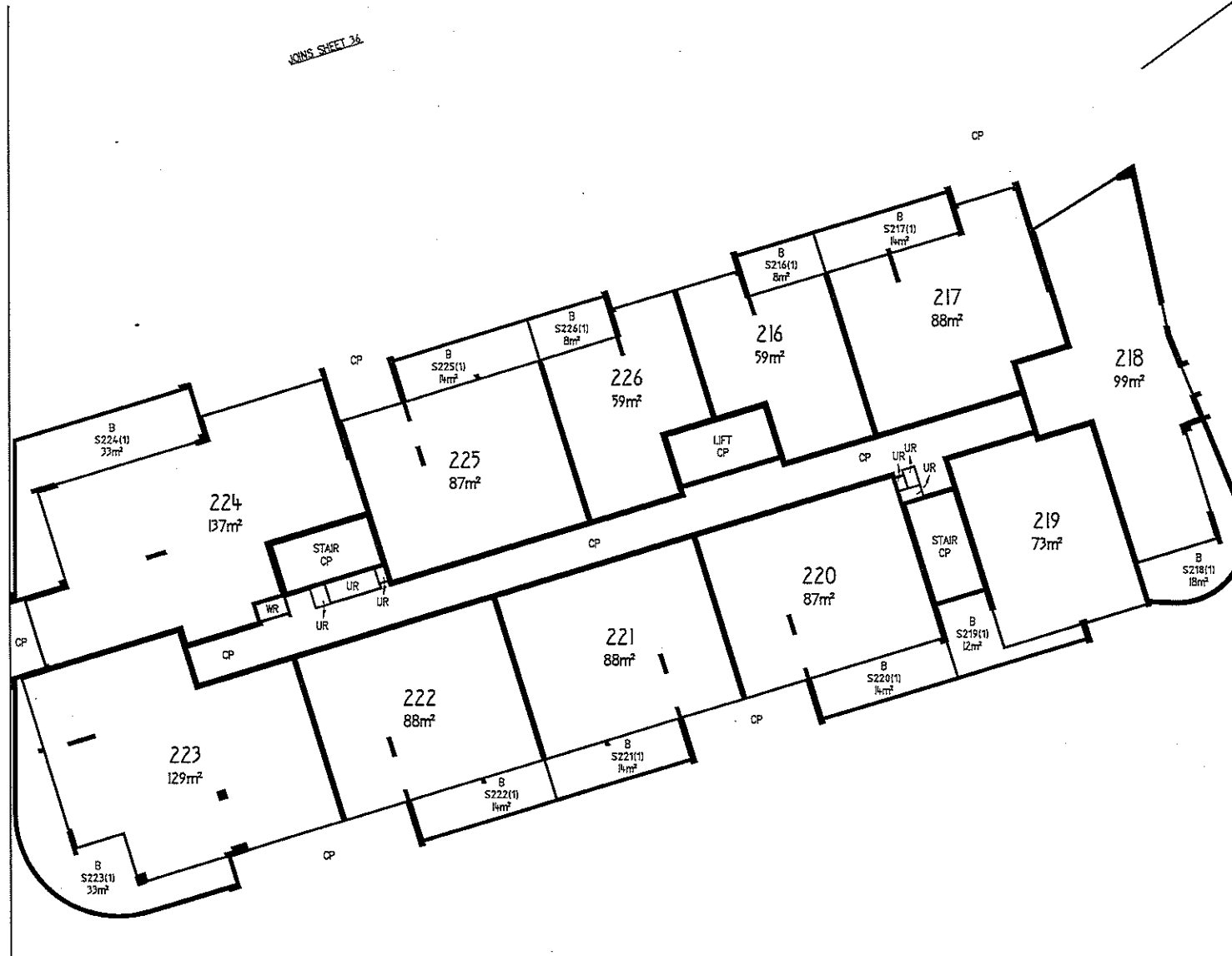
Division

PARKES

FLOOR NUMBER

LEVEL 4

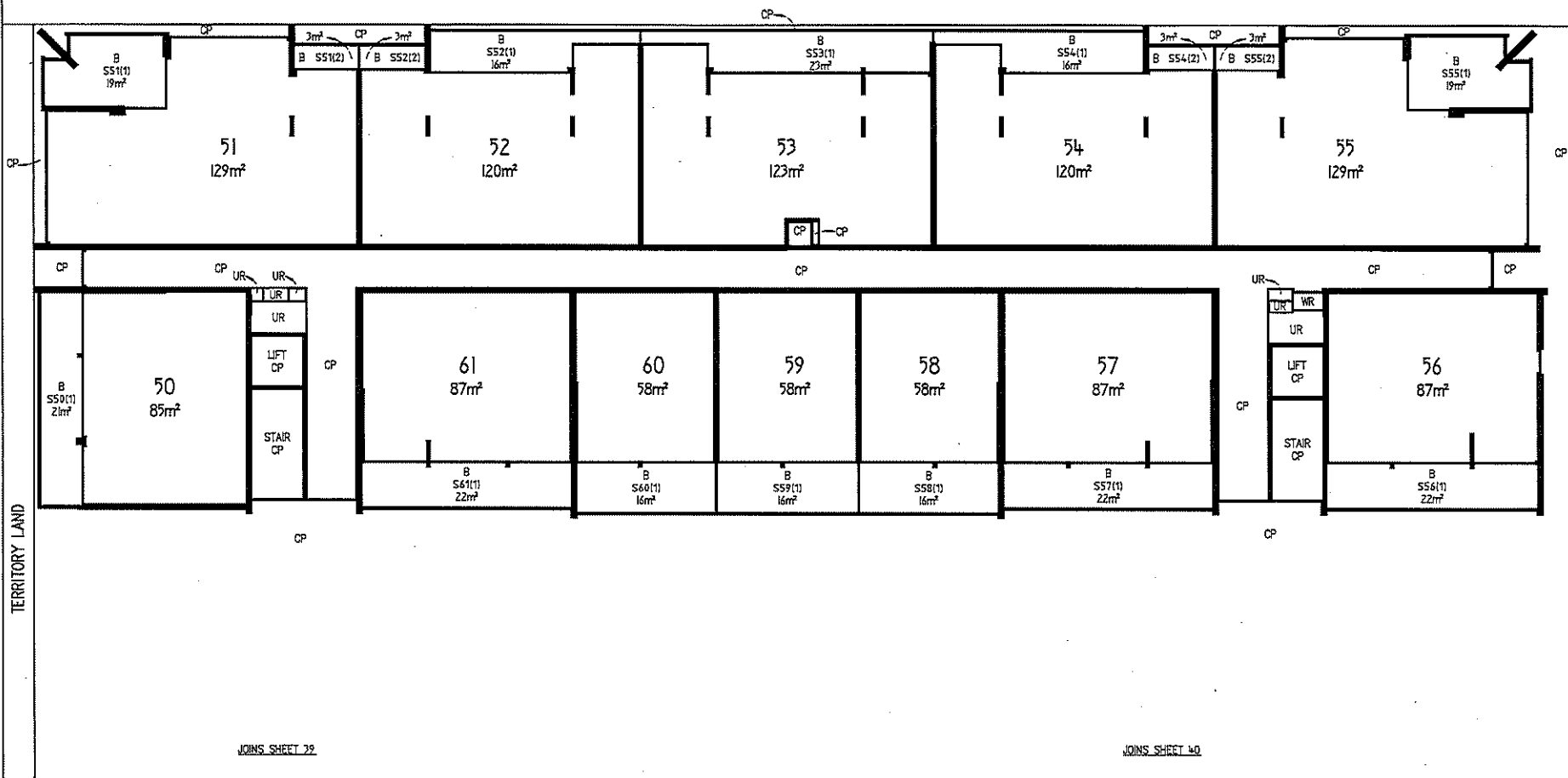
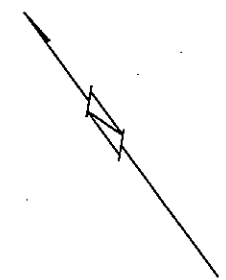
SEE SHEET 15 FOR LEGEND.



FLOOR PLAN

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Division	PARKES
FLOOR NUMBER	LEVEL 5

CONSTITUTION AVENUE



SEE SHEET 19 FOR LEGEND

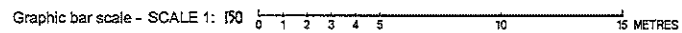
TERRITORY LAND

JOINS SHEET 39

JOINS SHEET 40

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Form 091 - FP



UNITS PLAN No.

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FLOOR PLAN

Block

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Division

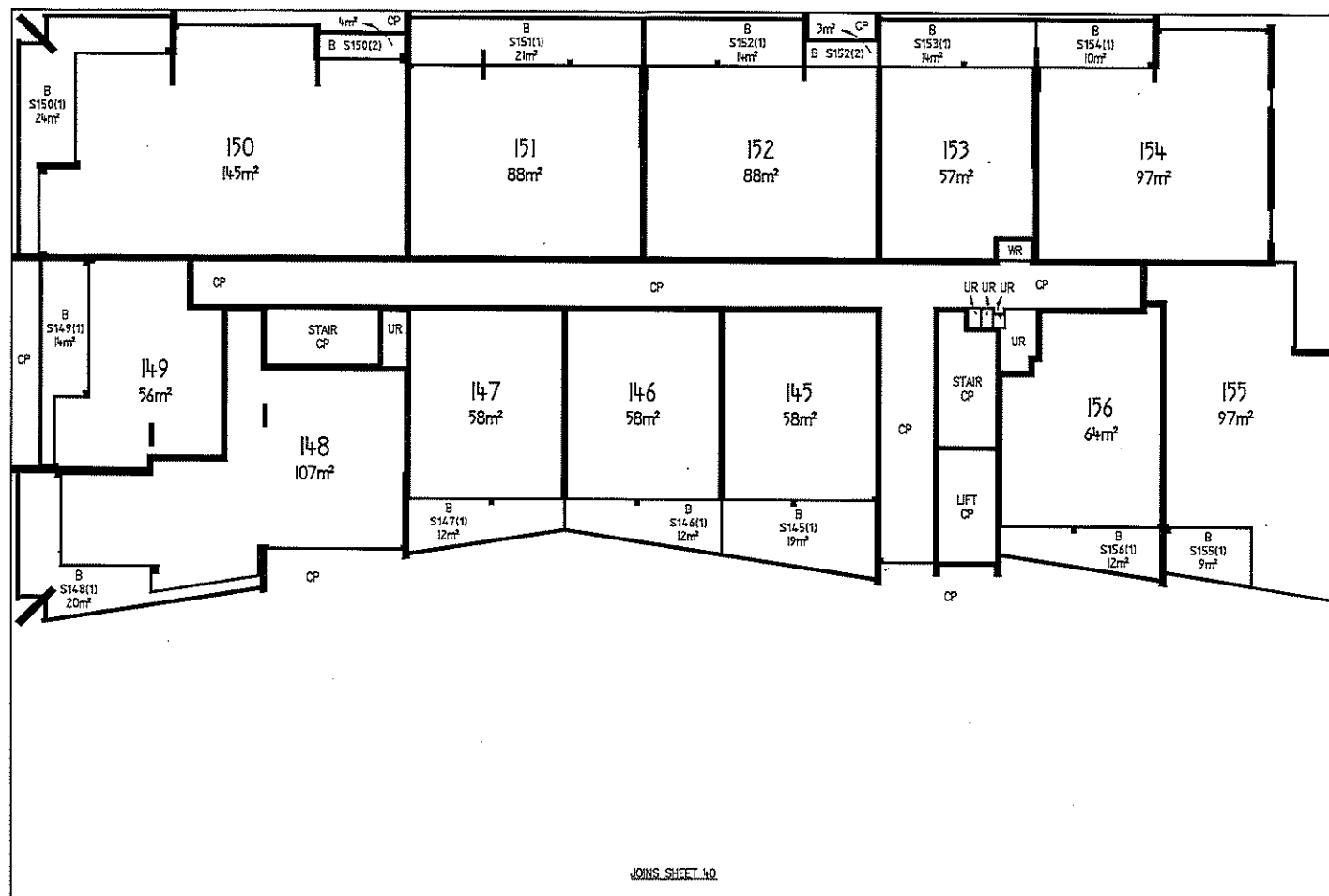
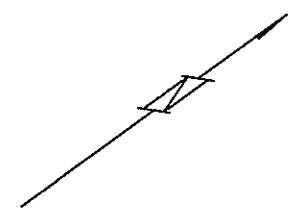
PARKES

FLOOR NUMBER

LEVEL 5

SEE SHEET 19 FOR LEGEND

TERRITORY LAND



JOINS SHEET 40

JOINS SHEET 28

FLOOR PLAN

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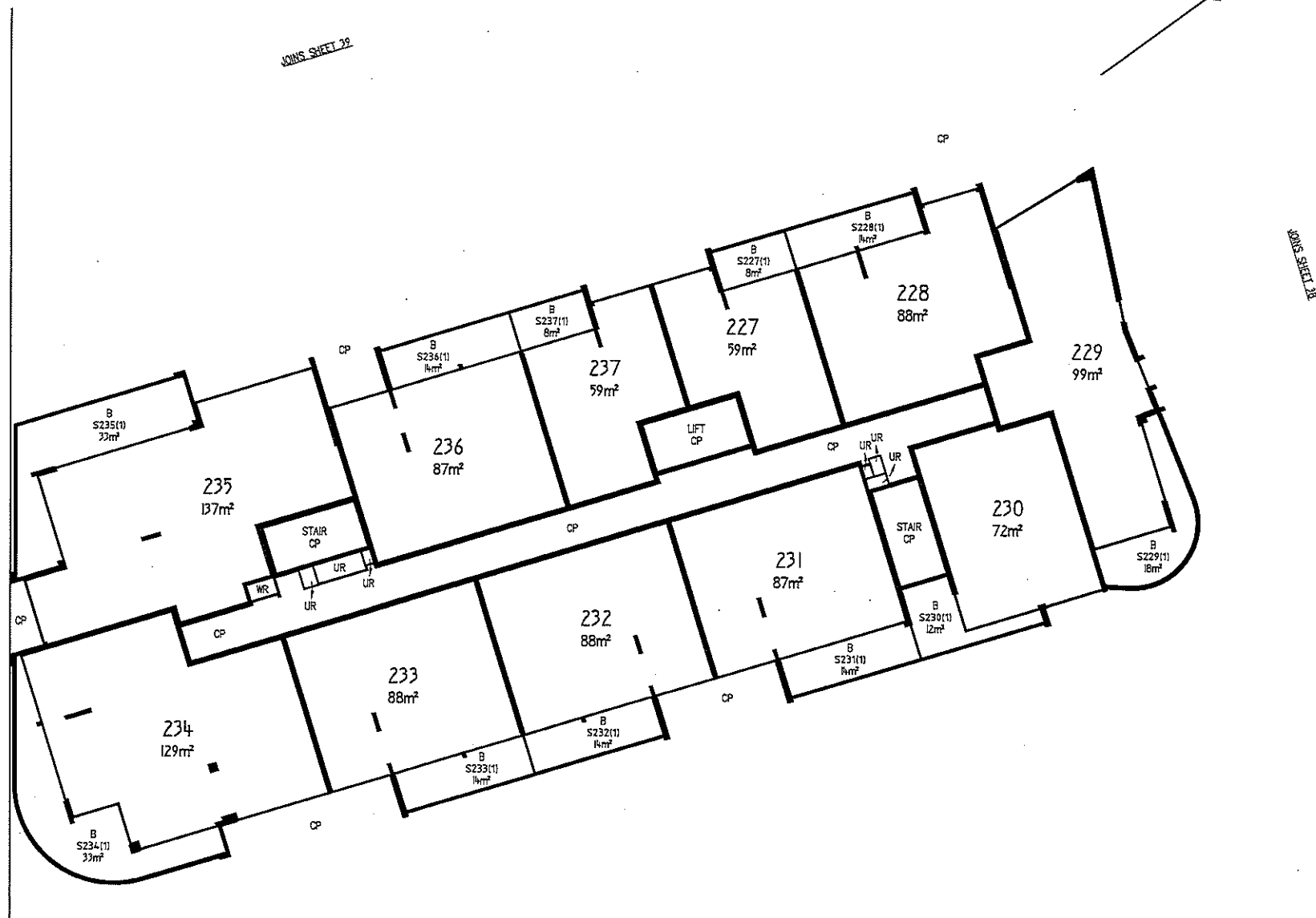
Division

PARKES

FLOOR NUMBER

LEVEL 5

SEE SHEET 15 FOR LEGEND



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

Sheet No. 41 of 72

FLOOR PLAN

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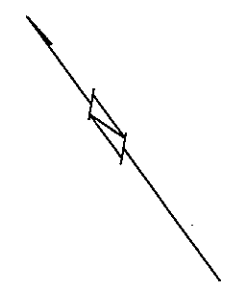
PARKES

FLOOR NUMBER

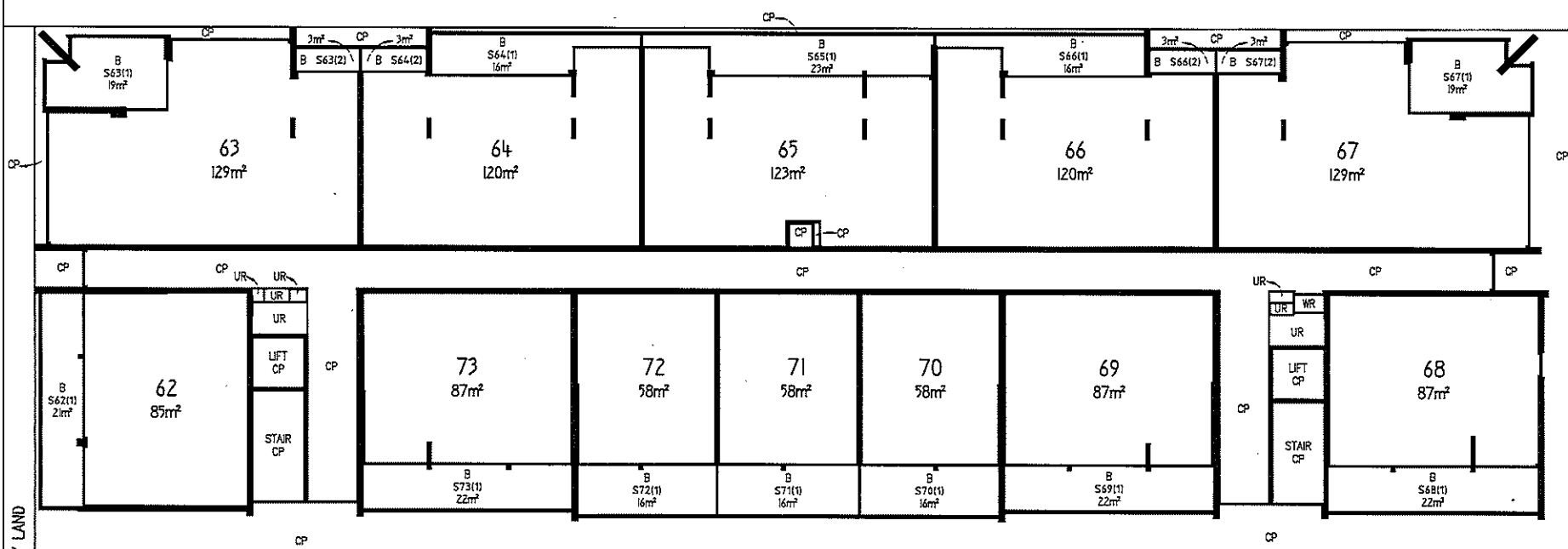
LEVEL 6

CONSTITUTION

AVENUE



SEE SHEET 19 FOR LEGEND



TERRITORY LAND

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JOINS SHEET 43

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

15592

FLOOR PLAN

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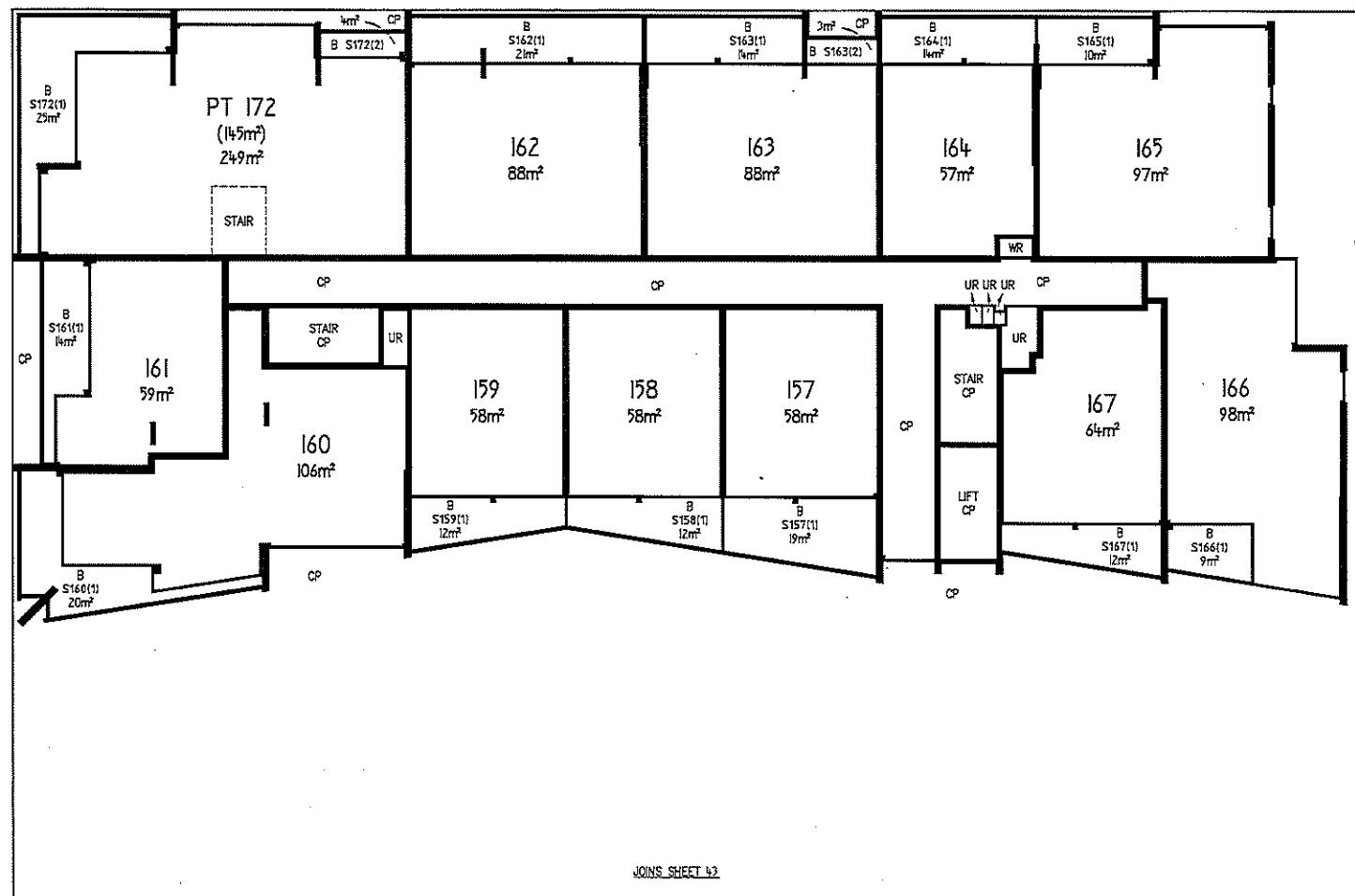
PARKES

FLOOR NUMBER

LEVEL 6

SEE SHEET 15 FOR LEGEND

TERRITORY LAND



FLOOR PLAN

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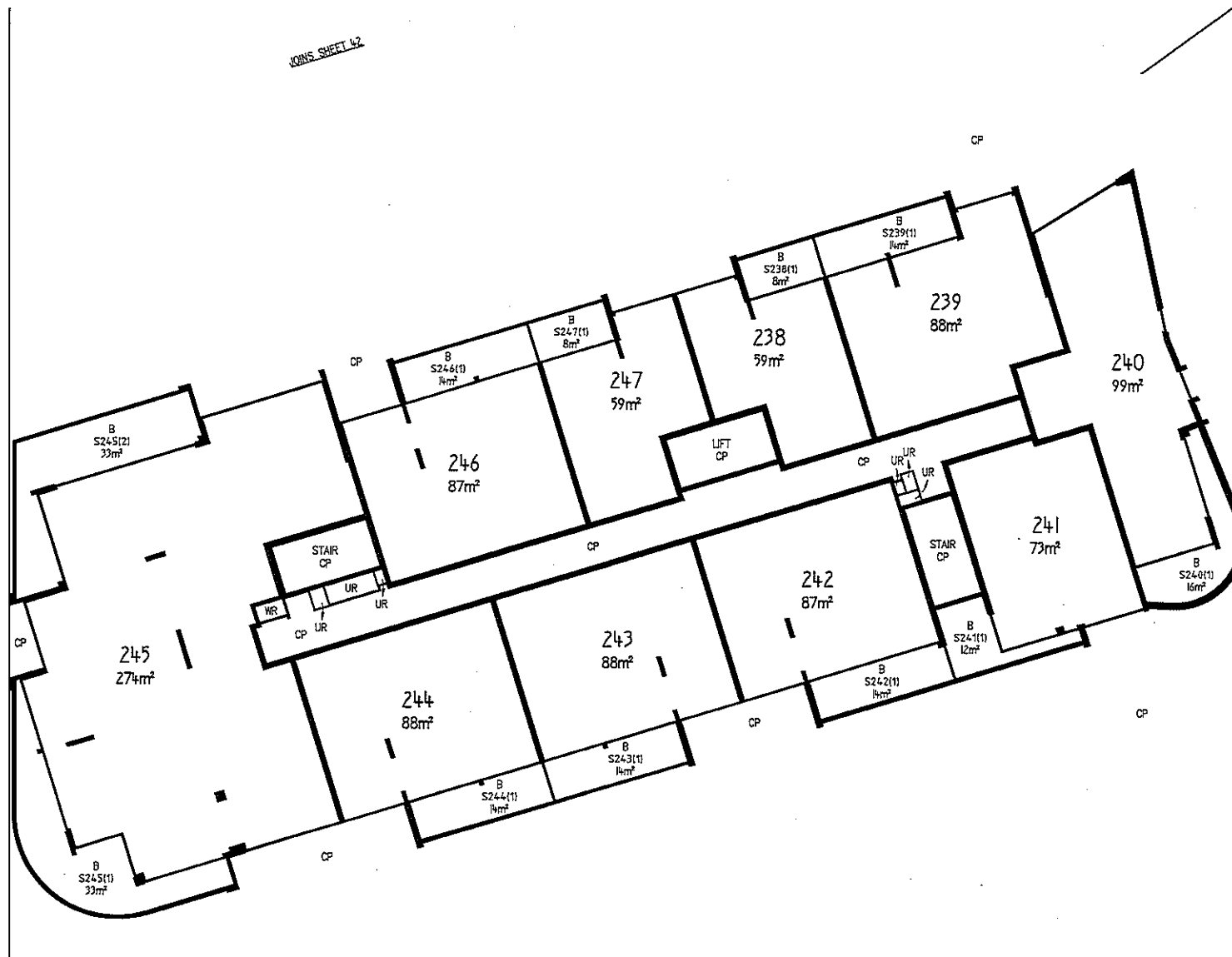
Division

PARKES

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LEVEL 6

SEE SHEET 16 FOR LEGEND



LAND TITLES
ACCESS CANBERRA
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Economic Development Directorate

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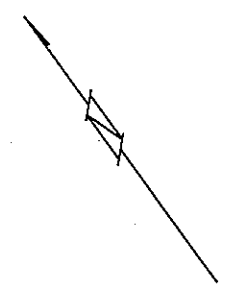
PARKES

FLOOR NUMBER

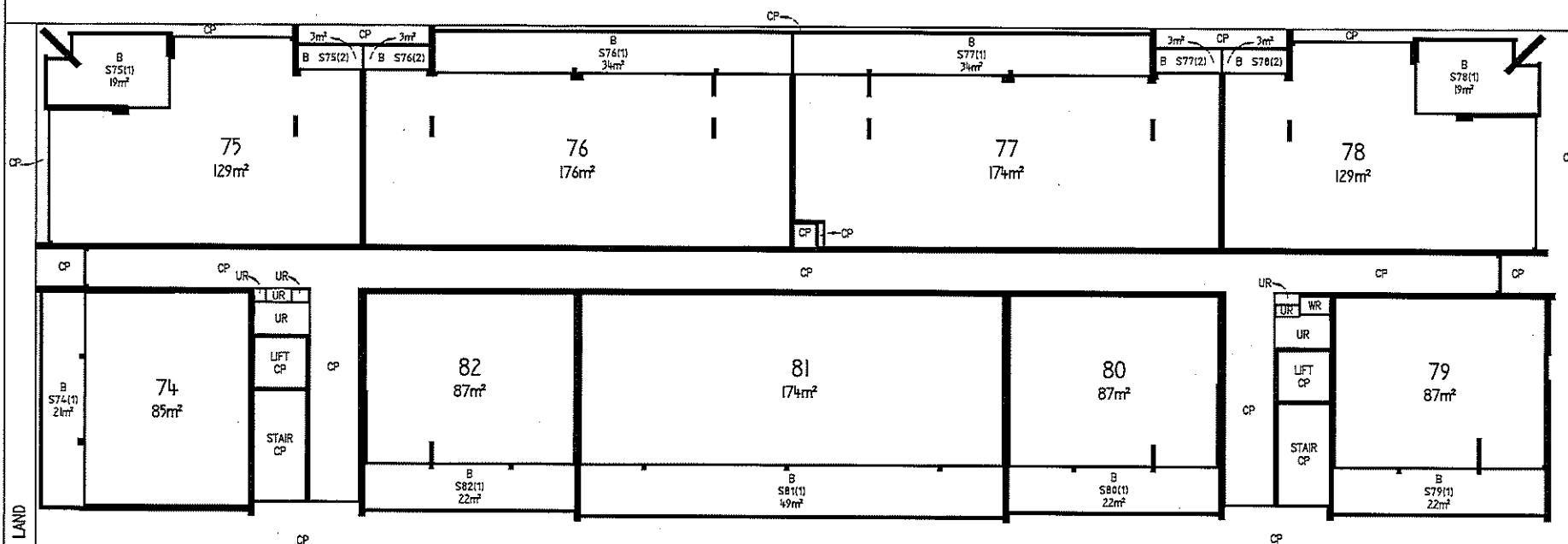
LEVEL 7

CONSTITUTION

AVENUE



SEE SHEET 15 FOR LEGEND.



Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.

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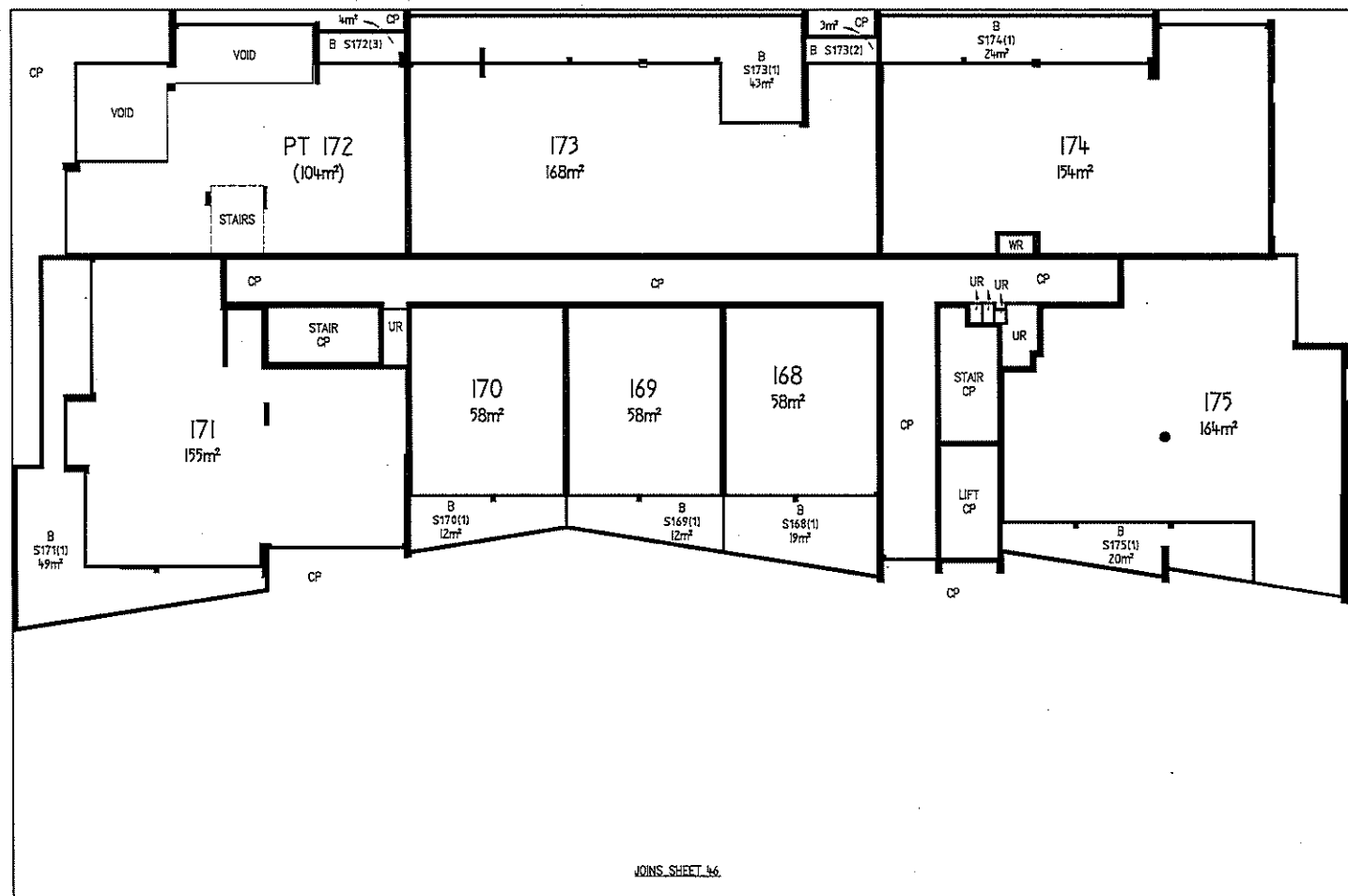
PARKES

FLOOR NUMBER

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SEE SHEET 45 FOR LEGEND

TERRITORY LAND



JOINS SHEET 46

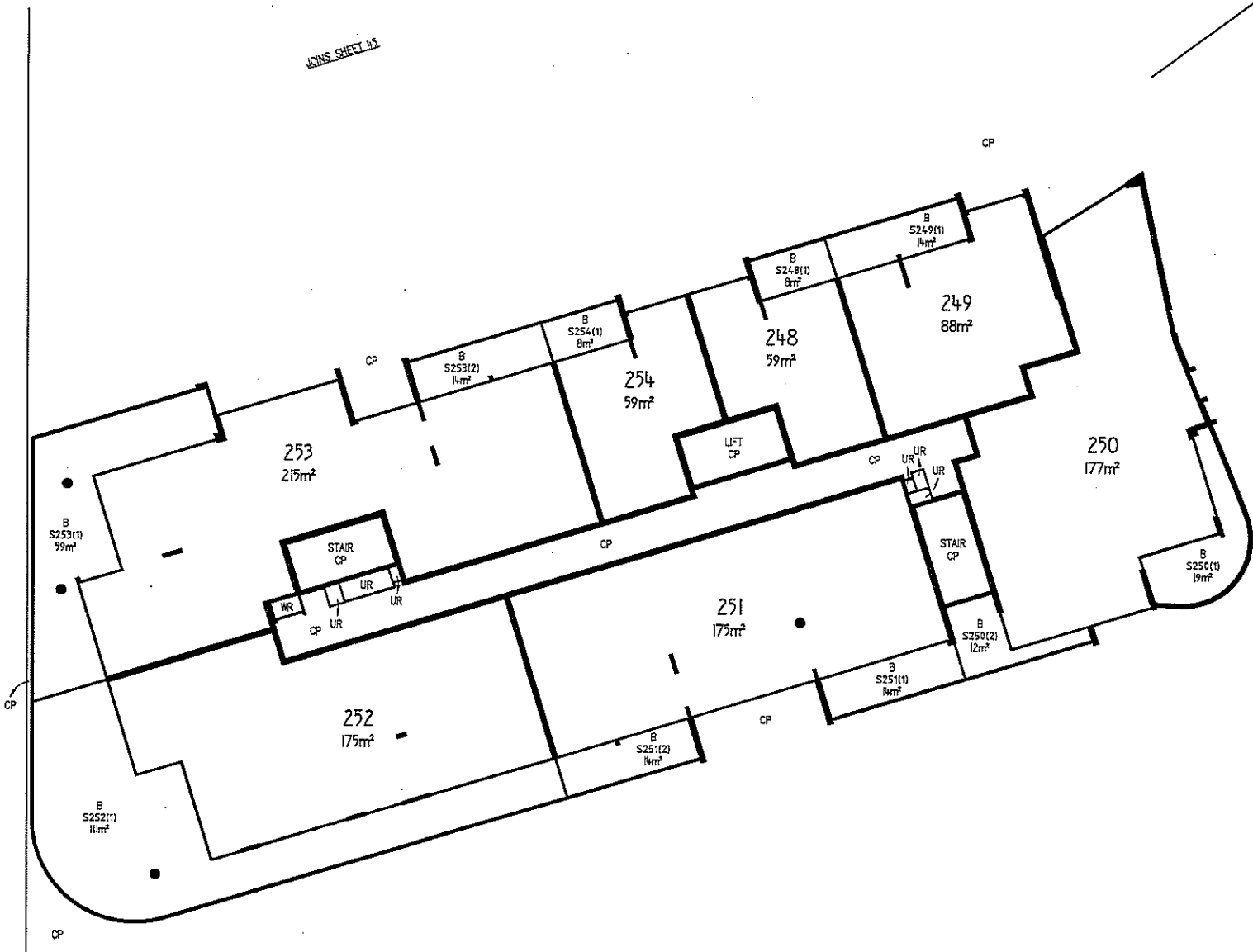
PARKES WAY

TERRITORY LAND

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SEE SHEET 15 FOR LEGEND



Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 150 0 1 2 3 4 5 10 15 METRES

UNITS PLAN No.
15592

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO **15592**

Block 15 Section 3 Division of PARKES

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH LEASES OF UNITS ARE HELD

- | | | |
|--------------------------------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the fourth day of August Two thousand one hundred and seventeen. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| RESERVATION
FOR
SERVICES | 3. | <p>That:</p> <ul style="list-style-type: none">(a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of 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");(b) the service provider may:<ul style="list-style-type: none">(i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and(ii) do anything reasonably necessary for that purpose, including without limitation:<ul style="list-style-type: none">(A) entering or passing through the parcel of land;(B) taking anything on to the parcel of land; and(C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;(c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to: |

- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
- (e) 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 parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) 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
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. Each Lessee of each of the Units Nos 1 - 261 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:

(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;

(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

PURPOSE

(c) To use the premises for one or more of the following purposes:

- (i) administrative use;
- (ii) aquatic recreation facility;
- (iii) bank;
- (iv) bar;
- (v) cafe;
- (vi) car park;
- (vii) club;
- (viii) commercial accommodation (serviced apartments only);
- (ix) consulting rooms;
- (x) cooperative society;
- (xi) cultural facility;
- (xii) diplomatic mission;
- (xiii) educational establishment;
- (xiv) health centre;
- (xv) hotel;
- (xvi) indoor recreation facility;
- (xvii) motel;
- (xviii) office;
- (xix) park;
- (xx) personal service establishment;
- (xxi) place of assembly;
- (xxii) public utility;

- (xxiii) residential;
- (xxiv) restaurant;
- (xxv) retail LIMITED TO the ground floor only;
- (xxvi) road;
- (xxvii) social/community facility; and
- (xxviii) tourist facility;

AND ancillary uses LIMITED TO:

- A. child care centre; and
- B. retail

UNIT
SUBSIDIARY

- (d) Not to use any unit subsidiary to that unit as a habitation;

CAFETERIA

- (e) That the Lessee must:
 - (i) maintain the Cafeteria in good repair and condition and must not demolish it; and
 - (ii) obtain all necessary approvals or authorisations required by law from the National Capital Authority or the Minister for the Environment for any works proposed to be undertaken to the Cafeteria;

COMMONWEALTH (f)
HERITAGE
VALUES

That the Lessee must not take an action and ensure that no person takes an action that has, will have or is likely to have an adverse impact on the Commonwealth heritage values of the Cafeteria without the prior written consent of the Minister for the Environment;

HERITAGE
MANAGEMENT
PLAN

- (g)
 - (i) That the Lessee must:
 - (A) conserve and manage the Cafeteria in a proper, safe and sound standard of repair and condition;
 - (B) occupy, use and manage the Cafeteria in such a way as to protect and conserve the Commonwealth heritage values of the Cafeteria in accordance with the Heritage Management Plan;
 - (C) not contravene the Heritage Management Plan or permit another person to do, or omit to do, anything that, if it were done or omitted to be done would contravene the Heritage Management Plan;

- (D) include in any sublease, license or other occupancy right granted in respect of the Cafeteria or any part of it, an obligation on the sublessee, licensee or occupier to comply with the Heritage Management Plan; and
 - (E) ensure that any person who occupies or uses the Cafeteria complies with, and does not take any action which is inconsistent with the Heritage Management Plan;
- (ii) The Lessee and the Commonwealth acknowledge that a draft Heritage Management Plan was provided by the Lessee to the Department for its review on 10 February 2022 (**Draft HMP**). The Department provided advice to the Lessee that the Draft HMP did not meet the requirements for a Heritage Management Plan under the Environment Protection and Biodiversity Conservation Act 1999 (C'th):
- (iii) That the Lessee must:
- (A) promptly provide a Heritage Management Plan that meets the requirements of a Heritage Plan under the Environment Protection and Biodiversity Conservation Act 1999 (C'th) for the purposes of obtaining advice on the Heritage Management Plan by the Minister for the Environment as soon as reasonably practicable;
 - (B) promptly following the advice from the Minister for the Environment on the Heritage Management Plan, do all things necessary to satisfy the requirements in Part 15 Division 3A of the Environment Protection and Biodiversity Conservation Act 1999 (C'th) or the equivalent provisions in any substitute law (regardless of whether or not those provision apply to the Lessee) which, at the date of the commencement of the Lease, includes provisions relating to the management of the Cafeteria as a Commonwealth Heritage Place; and
 - (C) At least once in every five year period after the date of the finalisation of the Heritage Management Plan, carry out a review of,

and provide to the Department, an updated Heritage Management Plan to the satisfaction of the Department for approval by the Minister for the Environment which will:

- i. assess whether the Heritage Management Plan is effective in protecting and conserving the Commonwealth heritage values of the Cafeteria; and
 - ii. make recommendations for the improved protection and conservation of the Commonwealth heritage values of the Cafeteria;
- (iv) In carrying out the review of the Heritage Management Plan provided for in clause 4(g)(iii)(C), the Lessee must give notice inviting anyone to give the Lessee comments, within 20 business days, on the effectiveness of the then Heritage Management Plan in protecting and conserving the Commonwealth heritage values of the Cafeteria. That notice must comply with, and be given in a manner which would satisfy the notice requirements in section 341S of the Environment Protection and Biodiversity Conservation Act 1999 (C'th) or the equivalent provision in any substitute law (regardless of whether or not that section applies to the Lessee) which, at the date of commencement of this Lease, includes a requirement for the Lessee to publish the notice on the Internet and in a daily newspaper that circulates throughout Australia;
- (v) In carrying out the review of the Heritage Management Plan provided for in clause 4(g)(iii)(C), the Lessee must:
- (A) Consider any comments received in response to the notice referred to in clause 4(g)(iii)(C); and
 - (B) Make any amendment required by the Department to the Heritage Management Plan necessary to obtain the advice of the Minister for the Environment on the Heritage Management Plan;

- HERITAGE REGISTER LISTING (h) That the Lessee must:
- (i) as soon as practicable after the parcel of land becomes Territory land, make an application to list the Cafeteria on the heritage register maintained by the Territory; and
 - (ii) not object to any proposed listing of the Cafeteria on the Commonwealth Heritage List, the National Heritage List or the heritage register maintained by the Territory;
- MEMORIALISATION (i) That the Lessee must ensure that Memorialisation is erected and maintained in a prominent public location of the Cafeteria;
- INDEMNITY (j) That the Lessee must indemnify and keep indemnified the Commonwealth and Territory, their servants and agents against all actions claims suits or demands brought made or maintained against the Commonwealth or Territory by any body corporate, person or body of persons arising out of or as a consequence of works the Lessee is required or permitted to carry out under this Lease;
- SERVICE AREAS (k) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL (l) That the Lessee shall not without the previous approval in writing of the National Capital Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
- REPAIR (m) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the Unit Titles Act 2001;
- FAILURE TO REPAIR (n) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel 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 upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- | | | |
|---|-----|---|
| RIGHT OF INSPECTION | (o) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND CHARGES | (p) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| COMPLY WITH LAWS | (q) | That the Lessee must, at its own cost, obtain and comply with any licence, permit, consent or registration required to carry on the purpose, and comply with all laws in connection with the purpose and the Lessee's use of the premises; |
| PRESERVATION OF TREES | (r) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; (ii) to which the <u>Tree Protection Act 2005</u>, applies; |
| MINERALS AND WATER | (s) | All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory. |
| 5. The Commonwealth covenants with each of the Lessees of all the units as follows: | | |
| QUIET ENJOYMENT | | That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any |

person lawfully claiming from or under or in trust for the Authority.

6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

- TERMINATION (a) That if:
- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) 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;

NO COMPENSATION (b) That on the expiration, surrender or sooner determination of all or part of this Lease, the Lessee will not be entitled to receive any compensation from the Territory in respect of any buildings, erections, improvements or works upon or to the parcel of land;

ACCEPTANCE OF RENT (c) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a);

FURTHER LEASE (d) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

NOTICES (e) 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 Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF
POWERS

- (f) 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.

7. In this schedule unless the contrary intention appears:

- (a) "administrative use" means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) "aquatic recreation facility" means a building or place used for a sporting, exercise, pastime or leisure activity, whether operated for gain or not which includes uses based on or adjacent to a water feature, such as a boat shed, boat landing facility, wharf, swimming facility and the like;
- (c) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (d) "bank" means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a cooperative society as herein defined;
- (e) "bar" means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-license pursuant to the relevant legislation;

- (f) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land, together with all fixtures, fittings, plant, amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof owned by the Lessee;
- (g) "business day" means a day that is not a Saturday, Sunday or public or bank holiday in the Territory;
- (h) "café" means any premises used or intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (i) "Cafeteria" means the:
 - (i) building existing on the parcel of land on 15 June 2018; and
 - (ii) associated curtilage;each as described in the Heritage Management Plan;
- (j) "car park" means a structure or an area other than part of a road which is allocated for the parking of motor vehicles;
- (k) "child care centre" means a building or place, without provision for residential care, used for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day which:
 - (i) caters for two or more children not related to the owner or operator of the child care centre;
 - (ii) may or may not include an educational function but not where this is a principle purpose; and
 - (iii) may or may not operate for the purpose of gain;
- (l) "club" means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in

accordance with the provisions of the relevant liquor licensing regulations;

- (m) "commercial accommodation" means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;
- (n) "Commonwealth Heritage List" means the Commonwealth Heritage List maintained by the Minister for the Environment under the Environment Protection and Biodiversity Conservation Act 1999 (C'th);
- (o) "Commonwealth heritage values" means the heritage values specified in:
 - (i) the citation for the Cafeteria in the Commonwealth Heritage List and the heritage register maintained by the Territory (if applicable); and
 - (ii) the Heritage Management Plan;
- (p) "consulting rooms" means a building or place used for the provision of health care services (including dental, optical and veterinary services) to members of the public;
- (q) "cooperative society" means a building, society or a credit union formed pursuant to the provisions of the relevant ACT legislation;
- (r) "cultural facility" means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;
- (s) "Department" means the Australian Department of Agriculture, Water and the Environment (or its successor Department) regardless of whether the land is or has become Territory land;
- (t) "detailed Conditions of Planning, Design and Development" means the ANZAC Park East and West Detailed Conditions of Planning, Design and Development prepared by the National Capital Authority;

- (u) "diplomatic mission" means any building, parts of buildings and the land ancillary thereto leased specifically for use for the purpose of an embassy, a high commission, a legation, or a consulate. This includes chanceries or diplomatic mission, and combined chanceries and residences;
- (v) "educational establishment" means a building or place used for the purpose of tuition or training, whether or not for the purposes of gain, and includes:
 - (i) a school;
 - (ii) a tertiary institution, being a university, a college or advanced education teachers college, technical college or other specialist college providing formal education beyond secondary education; or
 - (iii) any other training or education centre including road safety education centres, adult education centres for continuing education, or sheltered workshops; and may include associated residential accommodation;
- (w) "gross floor area" means the sum of the gross areas of the floor or floors of a building or buildings measured from the external faces of the exterior walls or from the centre lines of walls separating two buildings but excluding any areas used solely for elevator shafts or stairwells, fixed mechanical plant or car parking;
- (x) "health centre" means a building or place used for the medical care (including diagnosis, preventative care and counselling) of out-patients only and may include medical or dental clinics, family planning clinics, first aid station or other professional or paramedical health care services;
- (y) "Heritage Management Plan" means the Heritage Management Plan prepared for the Cafeteria that meets the requirements under the Environment Protection and Biodiversity Conservation Act 1999 (C'th) and in accordance with clause 4(g);
- (z) "hotel" means a building or place in possession of a general licence in accordance with the provisions of the relevant liquor licencing laws, which provides accommodation for visitors and others;
- (aa) "indoor recreation facility" means a recreation facility devoted to facilities and equipment for indoor recreation

purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;

- (bb) "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 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 each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation its successors and assigns;
- (cc) "memorialisation" means a permanent memorialisation and interpretive information noting the history of the Cafeteria and its role in the early development of Canberra;
- (dd) "Minister" means the Minister for the time being administering the Planning and Development Act 2007 or any Statute or Ordinance substituted therefor;
- (ee) "Minster for the Environment" means the Minister for the time being administering the Environment Protection and Biodiversity Conservation Act 1999 (C'th);
- (ff) "motel" means a building or buildings used primarily for the temporary accommodation of persons travelling by motor vehicle where common facilities including meals are provided for persons accommodated in the motel or the public generally, and whether or not these facilities are licensed;
- (gg) "National Capital Authority" means any body, whether incorporated or unincorporated which from time-to-time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);

- (hh) "National Capital Plan" means the plan, from time to time, prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (ii) "National Heritage List" has the meaning given to that term by the Environment Protection and Biodiversity Conservation Act 1999 (C'th);
- (jj) "office" means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (kk) "park" means land open to the public which:
 - (i) has been or is intended to be ornamentally laid out or prepared;
 - (ii) is maintained so as to preserve or enhance its natural beauty including its flora and fauna and geological or physiographic features; and
 - (iii) has been or is intended to be prepared or maintained as a grassed area either with or without trees or shrubs,

and which is intended for use for open-air recreation; the term includes any facilities provided on such land for the enjoyment or convenience of the public being:

- (A) kiosks of amphitheatres for bandstands or light refreshment booths;
- (B) picnicking areas, public lookouts, routes for nature study or other trails, footways, cycle ways, equestrian trails;
- (C) information and display areas for the promotion of such land;
- (D) shelters and other conveniences;
- (E) playgrounds;
- (F) associated car parks; and

(G) cycle way;

but does not include any activity associated with a recreation facility or playing field other than the occasional taking part in a game, sport or form of athletics on an informal basis;

(II) "personal service establishment" means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;

(mm) "place of assembly" means a building or place used for the following entertainment purpose:

(i) a trade fair or exhibition;

(ii) an auditorium or convention centre; and

(iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;

(nn) "premises" means the land and any building or other improvements on the land;

(oo) "public utility" means the use of land for the following utility undertakings:

(i) headwork and network undertakings for the provision of sewerage and drainage services or the reticulation of water, electricity, or gas except for gas manufacture and storage;

(ii) communication facilities, including postal facilities, telecommunication facilities, television/radio broadcasting facilities, and air navigation communication facilities; and

(iii) municipal uses, including street cleaning depots, public toilets, parks and gardens depots, works depots and associated uses;

(pp) "residential" means the use of land for the primary purpose of providing shelter for human habitation together with such

outbuildings as are incidental to and ordinarily associated with the residential use of the land;

- (qq) "restaurant" means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafés, bistros and the like;
- (rr) "retail" means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;
- (ss) "road" means any way or street, whether in existence or under reserve, open to the public which is provided and maintained for the passage of vehicles, persons and animals and which may include footpaths, community paths, bus lay-bys, turning areas or traffic controls;
- (tt) "serviced apartments" means establishments with five or more units which mostly comprise self-contained units at the same location, and which are available on a unit/apartment basis to the general public for a minimum of one night. The units should have full cooking facilities (i.e. hot plates and oven/microwave), refrigerator and bath/shower and toilet facilities; all bed linen and towels should be provided, and daily servicing (i.e. cleaning and bed making) must be available through the onsite management, although this service may not necessarily be used;
- (uu) "social/community facility" means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:
 - (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like; and
 - (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club;

whether or not that building or place is used for another purpose including associated administration;

- (vv) "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);
- (ww) "Territory land" has the meaning given to that term by the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (xx) "Territory Plan" means the plan made under the Planning and Development Act 2007;
- (yy) "tourist facility" means the use of land for the purpose of providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public. This may include a restaurant, café, bar, service station, tourist accommodation (including motel) and the retail sale of crafts, souvenirs, antiques and the like;
- (zz) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (aaa) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (bbb) "utility" has the meaning given to that term by the Utilities Act 2000;
- (ccc) "words in the singular include the plural and vice versa;
- (ddd) "words importing one gender include the other genders;

(eee) 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.

Dated this.....fourth..... day ofOctober.....2022.




Karen Walker

a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: CAMPBELL RESI CON AVE PTY LIMITED ACN 601 692 219
by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration
No. 0146897

Witness:

Amanda Leigh Noy



Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO **15592**

Block 15 Section 3 Division of PARKES

SCHEDULE OF PROVISIONS COVENANTS AND CONDITIONS SUBJECT TO WHICH
THE LEASE OF THE COMMON PROPERTY IS HELD

1. The term of the lease expires on the fourth day of August Two thousand one hundred and seventeen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a 'proposed services easement' on the Deposited Plan an reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and

- (ii) 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;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
 - (e) the Owners Corporation 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 parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
 - (f) 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
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. **15592** ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To 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 Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the National Capital Authority, except where exempt by law;

- (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) except where necessary for compliance with Clause 4(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to affect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation 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 upon the leased parcel 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 Owners Corporation 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 Owners Corporation;
- (g) That the Owners Corporation must, at all times, maintain car parking on the parcel of land which complies with the requirements of the National Capital Plan and the Detailed Conditions of Planning, Design and Development;
- (h) That the Owners Corporation must:
 - (i) illuminate and keep illuminated at its own expense all public access areas on the parcel of land to the satisfaction of the Authority; and
 - (ii) obtain all necessary approvals or authorisations from the National Capital Authority for the illumination of the public access area on the parcel of land;

- (i) That the Owners Corporation must not display or permit to be displayed on the premises any advertisement sign or hoarding without the prior written consent of the National Capital Authority;
- (j) That the Owners Corporation must provide and maintain vehicular access on the parcel of land to the satisfaction of the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the National Capital Authority;
- (k) That the Owners Corporation indemnify and keep indemnified the Commonwealth and Territory, their servants and agents against all actions claims suits or demands brought made or maintained against the Commonwealth or Territory by any body corporate, person or body of persons arising out of or as a consequence of works the Owners Corporation is required or permitted to carry out under this Lease;
- (l) That the Owners Corporation shall:
 - (i) at all times permit all persons access across, over and along and by any reasonable means (including foot, and in respect of a road, by vehicle and in respect of a road or bike path, by bicycle or scooter) that part or parts of the parcel of land described as "proposed access easement 7.70 wide and variable width" on the deposited plan;
 - (ii) not:
 - i. place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on; or
 - ii. otherwise obstruct or permit to be obstructed access over, across or along;

any part of the parcel of land burdened by the easement or easement in this clause 4(l); and
 - (iii) at all times maintain those parts of the parcel of land in good repair and condition to the satisfaction of the Authority;
- (m) That the Owners Corporation shall provide facilities on the parcel of land to a standard acceptable to the National Capital Authority to enable electrical and telephone cables and wires to be installed underground;
- (n) That the Owners Corporation must provide and thereafter maintain paving and landscaping on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the National Capital Authority;

- (o) That the Owners Corporation must, at its own cost, obtain and comply with any licence, permit, consent or registration required to carry on the purpose, and comply with all laws in connection with the purpose and the Owners Corporation use of the premises;
 - (p) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
 - (q) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
 - (r) That the Owners Corporation 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;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (s) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted 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 Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That on the expiration, surrender or sooner determination of all or part of this Lease, the Owners Corporation will not be entitled to receive any compensation from the Territory in respect of any buildings, erections, improvements or works upon or to the land;
 - (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (d) 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 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.

6. In this schedule 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 parcel of land, together with all fixtures, fittings, plant, amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof owned by the Owners Corporation;
- (c) "gross floor area" means the sum of the gross areas of the floor or floors of a building measured from the external faces of the exterior walls or from the centre lines of walls separating two buildings but excluding any area used solely for elevator shafts or stairwells, fixed mechanical plant or car parking;
- (d) "National Capital Authority" means a body, whether incorporated or unincorporated which from time-to-time exercises substantially the same powers as the powers which are at the date of the commencement of the lease exercised by the National Capital Authority under the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (e) "National Capital Plan" means the plan, from time to time, prepared by the National Capital Authority under Part III of the Australian Capital Territory (Planning and Land Management) Act 1988 (C'th);
- (f) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. **15592** ';
- (g) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (h) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

- (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) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) 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.

Dated this.....fourth..... day of.....October.....2022.




Karen Walker
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: CAMPBELL RESI CON AVE PTY LIMITED ACN 601 692 219
by its attorney ALFONSO DEL RIO pursuant to Power of Attorney ACT Registration
No. 0146897

Witness:

Amanda Leigh Noy





3199042

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

SPECIAL RESOLUTION BY OWNERS CORPORATION

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
Clayton Utz	conveyancing@claytonutz.com	0262794080	80208942

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3014:467	PARKES	3	15	15592

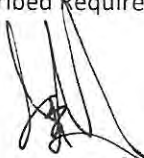
DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
As per attached	07/10/2022

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
<input type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Sealed copy of Alternate Rules <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

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

Signed By: 

<Name of certifying party>
 <Capacity of certifying party>

for: <Company name>
 Alfonso del Rio
 Legal Practitioner
 Clayton Utz

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution /Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	07/10/2022

Alternative Rules Units Plan No. 15592 - Block 15 Section 3 Parkes

As passed by the Owners Corporation on 7 October 2022 in accordance with the Unit Titles (Management) Act 2011 (ACT)

Schedule

Strata Manager: Civium Strata
Contact name: Shannon Rawlings
Contact information: T: 1300 724 256 E: clientservices@civiumstrata.com.au

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1. Definitions and interpretation

1.1 Definitions

In these Alternative Rules:

Alternative Rules means these alternative rules and excludes the Default Rules.

Commercial Toilets means the toilets located on the common property as shown on the plan at Annexure E.

Commercial Units means units 255-261.

Default Rules has the meaning given to that term in the UTMA, a copy of which is annexed to these Alternative Rules at Annexure A as at the time these Alternative Rules are passed by the Owners Corporation.

Executive Committee means the executive committee of the Units Plan.

Heritage Unit means unit 261 which, for the avoidance of doubt, is a Commercial Unit.

Owners Corporation means the owners corporation of the Units Plan.

Residential Units means units 1-254.

Schedule of Costs Split means the schedule at Annexure B of these Alternative Rules.

Schedule of Special Privileges means the schedule at Annexure C of these Alternative Rules.

Signage Plan means the document titled "Signage Intent Plan" at Annexure D of these Alternative Rules.

Units Plan means Units Plan No. 15592.

UTMA means the Unit Titles (Management) Act 2011.

1.2 UTMA definitions

Any word used in these Alternative Rules which is defined in the UTMA has the meaning given in the UTMA.

2. Matters affecting the applicability of Alternative Rules

2.1 Relationship with Default Rules

- (a) The rules of the Owners Corporation are comprised of the Default Rules as supplemented to or amended to by these Alternative Rules.
- (b) In the event that any of these Alternative Rules are inconsistent with the Default Rules, these Alternative Rules prevail to the extent of the inconsistency.

2.2 Authorisation by Owners Corporation

If an act or omission of an owner, occupier or user of a unit would constitute a breach of these Alternative Rules or the Default Rules, provided that:

Alternative Rules

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- (a) the Owners Corporation have authorised the relevant act or omission in accordance with the UTMA (including any special privileges in accordance with rule 4);
 - (b) the Owners Corporation have recorded the relevant authorisation in the minutes of a general meeting of the Owners Corporation; and
 - (c) any other applicable approvals under any other legislation have been obtained,
- the act or omission is not a breach of these Alternative Rules or the Default Rules.

3. Payment of shared costs

3.1 Intention

The Owners Corporation acknowledges and agrees that:

- (a) the Units Plan is a mixed use development consisting of a residential component and a commercial component; and
- (b) the intention of this rule is to set out the principles in relation to which certain categories of costs are to be determined to be paid by a particular class of unit owners.

3.2 Schedule of Costs Split

- (a) The Schedule of Costs Split is annexed to these Alternative Rules at Annexure B.
- (b) To the extent that a particular item in the first column of the Schedule of Costs Split specifies a "Responsible Unit" in the second column, those "Responsible Units" must pay such any costs or expenses associated with that item as calculated in accordance with the methodology set out in the third column.

3.3 Amendments to Schedule of Costs Split

Any amendment to the Schedule of Costs Split must, in accordance with section 78 of the UTMA, be authorised by a special resolution of the Owners Corporation.

3.4 Fairness of contribution methods

The Owners Corporation acknowledges and agrees that the contribution method set out in these Alternative Rules are fair and have taken into account:

- (a) the structure of the Units Plan;
- (b) the nature of the buildings that are part of the units or common property of the Units Plan, including the features and character of the units and common property;
- (c) the purposes for which units are used including the likely impact of that use on the common property; and
- (d) the extent to which the method imposes a burden on a unit that is commensurate with the use of that unit.

4. Special privilege

4.1 Grant of special privilege

The Owners Corporation may, by way of special resolution and otherwise in accordance with the UTMA, grant a special privilege to an owner, occupier or user of a unit permitting the use of a part of the common property in a manner that is additional to, or restrictive of, the rights of other people who are not granted the special privilege to use the relevant part of the common property.

4.2 Recording the details of a special privilege

Any special privilege granted by the Owners Corporation must be recorded on the Schedule of Special Privileges and specify the following:

- (a) the unit or units, the owner, occupier or user of which is to have the benefit of the special privilege;
- (b) a description of the area of the common property in relation to which the special privilege applies; and
- (c) the party who is responsible for cleaning, maintaining and repairing the area to which the special privilege applies and the type and frequency of cleaning, maintenance or repair to be undertaken.

4.3 Maintenance of special privilege areas

- (a) The party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies must, at its own cost, undertake the type and frequency of clean, maintenance and repair specified in the Schedule of Special Privileges.
- (b) If the party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies is not the Owners Corporation, nothing prevents that party and the Owners Corporation from entering into an agreement pursuant to section 29 of the UTMA for the Owners Corporation to undertake the relevant cleaning, maintenance and repair in consideration for an agreed cost to be paid by that party.

4.4 General obligations

In addition to the specified maintenance obligations, the following obligations apply to a party granted a special privilege in accordance with this rule 4.4:

- (a) where there will be the consumption of any services or utilities on the area to which the special privilege applies, it must:
 - (i) ensure that the consumption of each service or utility is capable of being measured (whether by meters or otherwise); and
 - (ii) pay the consumption costs of any services or utilities which are consumed on the area to which the special privilege applies;
- (b) it must obtain any relevant approval or consents which may be necessary from any authority in relation to its use of the area to which the special privilege applies; and
- (c) it must otherwise comply with the requirements of all laws and authorities.

5. Waste

5.1 Shared waste room

The Units Plan has a shared waste room in which there will be dedicated waste receptacles for the Residential Units (**Residential Bins**) and the Commercial Units (**Commercial Bins**) respectively.

5.2 Use of waste room by owners, occupiers and users

The owner, occupier and user of each unit in the Units Plan acknowledge and agree that

- (a) the Residential Bins are for the sole use of the Residential Units and under no circumstances may an owner, occupier and user of a Commercial Unit store any waste in, or otherwise use, any of the Residential Bins; and
- (b) the Commercial Bins are for the sole use of the Commercial Units and under no circumstances may an owner, occupier and user of a Residential Unit store any waste in, or otherwise use, any of the Commercial Bins.

5.3 Disposal of waste

- (a) The disposal of waste in Residential Bins will be the responsibility of the Owners Corporation.
- (b) The disposal of waste in Commercial Bins will be the responsibility of the Commercial Units in accordance with rule 6.3.

6. Commercial Units

6.1 Relationship to other rules

In the event that this rule 6 is inconsistent with any of the Alternative Rules or the Default Rules, this rule 6 will prevail to the extent of the inconsistency.

6.2 Signage and advertising

- (a) Subject to rule 6.2(c), an owner of a Commercial Unit may display (or permit to be displayed) signage or other advertising material within the insides and the boundaries of the relevant Commercial Unit which is visible from the outside of the Units Plan without the prior written authorisation of the Executive Committee.
- (b) Subject to rule 6.2(c), and notwithstanding rule 6.2(a), any signage which is intended to be erected on the common property (including the exterior walls of the Units Plan or the exterior face of any windows of the relevant Commercial Unit) is an alteration and default rule 1.4 applies.
- (c) All signage (whether internal or external to a Commercial Unit) must, in addition to any other requirements by authorities or law, comply with the Signage Plan.

6.3 Commercial waste

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Units are, at its cost, solely responsible for arranging for the periodic collection of all waste generated by the Commercial Units that is placed in the Commercial Bins with an appropriately qualified contractor; and

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- (b) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.3(a);
 - (ii) the Owners Corporation will recover any costs under such contracts from the Commercial Units responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
 - (iii) the reference in the Schedule of Costs Split to the periodic collection of waste and periodic cleaning of the commercial waste room is to be read in connection with the obligations in this rule 6.3.

6.4 Common grease trap

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there is a grease trap available for the use of units 255, 256 and 257;
- (b) although each individual connection to the grease trap will not be metered, the actual usage of the grease trap by units 255, 256 and 257 will be determined by reference to the water usage as measured by the cold water meters for those units;
- (c) the owners of units 255, 256 and 257 are, at its cost, solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will, if requested to do so, enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.4(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256 and 257 to the extent responsible for those costs in the manner and proportions specified in the Schedule of Costs Split;
 - (iii) the reference in the Schedule of Costs Split to the cleaning, maintaining and periodic emptying of grease traps is to be read in connection with the obligations in this rule 6.4; and
 - (iv) the Owners Corporation makes no representation or warranty as to the fitness or suitability of the grease trap for the particular use intended by units 255, 256 and 257.

6.5 Commercial Toilets

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Toilets are designated for the exclusive use of units 255, 256, 257 and 258;

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- (b) a special privilege has been granted for the benefit of units 255, 256, 257 and 258 in accordance with rule 4 and as detailed in the Schedule of Costs Split for the Commercial Toilets;
- (c) units 255, 256, 257 and 258 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the Commercial Toilets (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.5(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256, 257 and 258 responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the Commercial Toilets is to be read in connection with the obligations in this rule 6.5.

6.6 Commercial Kitchen Exhaust

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there are separate kitchen exhaust systems (including risers, ducts and fans) on the common property which are designated for the exclusive use of units 255, 256 and 257 respectively;
- (b) a special privilege has been granted for the benefit of units 255, 256 and 257 in accordance with rule 4 and as detailed in the Schedule of Costs Split;
- (c) units 255, 256 and 257 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the kitchen exhaust system which exclusively service the relevant unit (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the owner of units 255, 256 and 257 must enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.6(c) as required;
 - (ii) the Owners Corporation is not required to clean, maintain or repair any of the kitchen exhaust system in relation to these units; and
 - (iii) the owner of units 255, 256 and 257 indemnifies the Owners Corporation to the extent of any loss incurred by the Owners Corporation as a result of the failure of the owner of these units to comply with its obligations under rule 6.6(c);
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the kitchen exhaust system is to be read in connection with the obligations in this rule 6.6.

6.7 Heritage Pavilion Unit - Unit 261

The owner of the Heritage Unit acknowledges and agrees that:

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- (a) the following documents have been prepared in relation to the Heritage Unit:
 - (i) West Portal Cafeteria - Heritage Management Plan dated 9 February 2022; and
 - (ii) the terms of the Crown Lease in relation to the West Portal Cafeteria (including those headed Cafeteria, Commonwealth Heritage Values, Heritage Management Plan and Heritage Register Listing ,

(the **Heritage Documents**);
- (b) it has read, and is aware of the obligations contained in, the Heritage Documents;
- (c) it is solely responsible for all costs and expenses in complying with the obligations contained in the Heritage Documents, which, for the avoidance of doubt, include long term maintenance obligations as set out in those documents;
- (d) it indemnifies the Owners Corporation to the extent that the Owners Corporation incurs any loss as a result of the owner of the Heritage Unit failing to comply with its obligations under the Heritage Documents;
- (e) if the Heritage Unit is serviced by a grease trap then the Heritage Unit is solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (f) it will not, other than as provided for in this paragraph, place, store or leave any goods or materials on the terrace adjoining Unit 261 (whether or not it is a subsidiary of that unit) except for tables, chairs and external shade structures in accordance with the Heritage Documents and any required approvals;
- (g) all waste is to be placed in a suitable waste receptacle(s) and kept within the unit i.e. not stored in unit subsidiaries. Waste is to be transported directly from Unit 261 to the Commercial Waste Room bins by a path of travel external to the buildings i.e. waste is not to be transported through the basement or common areas within the buildings.

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Annexure A - Default Rules

(as provided in Schedule 1 of the Unit Titles (Management) Regulation 2011 as at 1 November 2020)

1.1 Definitions—default rules

(1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in these rules has the same meaning as in the Unit Titles (Management) Act 2011.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the owners corporation by special resolution; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

(1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—

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- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

Alternative Rules

Units Plan No. 15592 - Block 15 Section 3 Parkes

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12(4).

Alternative Rules
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Annexure B - Schedule of Costs Split

Description of cost / expense	Responsible Units	Methodology of split between Responsible Units	
		Commercial Unit	Percentage
Periodic collection of waste in commercial waste receptacles including service, maintenance and replacement of waste compactor (refer to rule 6.3)	Commercial Units (i.e. units 255-261)	255	22.50%
		256	8.89%
		257	8.53%
		258	1.75%
		259	1.60%
		260	1.75%
		261 (Heritage Unit)	54.98%
Cleaning, maintaining and periodic emptying of common grease trap (refer to rule 6.4)	Units 255, 256 and 257 provided that the unit is actually connected to the grease trap	Based on proportion of water consumption as measured by cold water meter	
Cleaning, maintaining and periodic emptying of unit 261 grease trap (refer to rule 6.7(e))	Unit 261	Unit 261 to pay all costs	
Cleaning, maintenance and repair of Commercial Toilets (refer to rule 6.5)	Units 255, 256, 257 and 258	Based on proportion of unit entitlements of relevant commercial units	
Cleaning, maintenance and repair of commercial kitchen exhaust system (including the rise, ducting and fans) (refer to rule 6.6)	Units 255, 256 and 257	Each unit to be responsible for the cleaning, maintenance and repair of the kitchen exhaust system which exclusively services that unit	

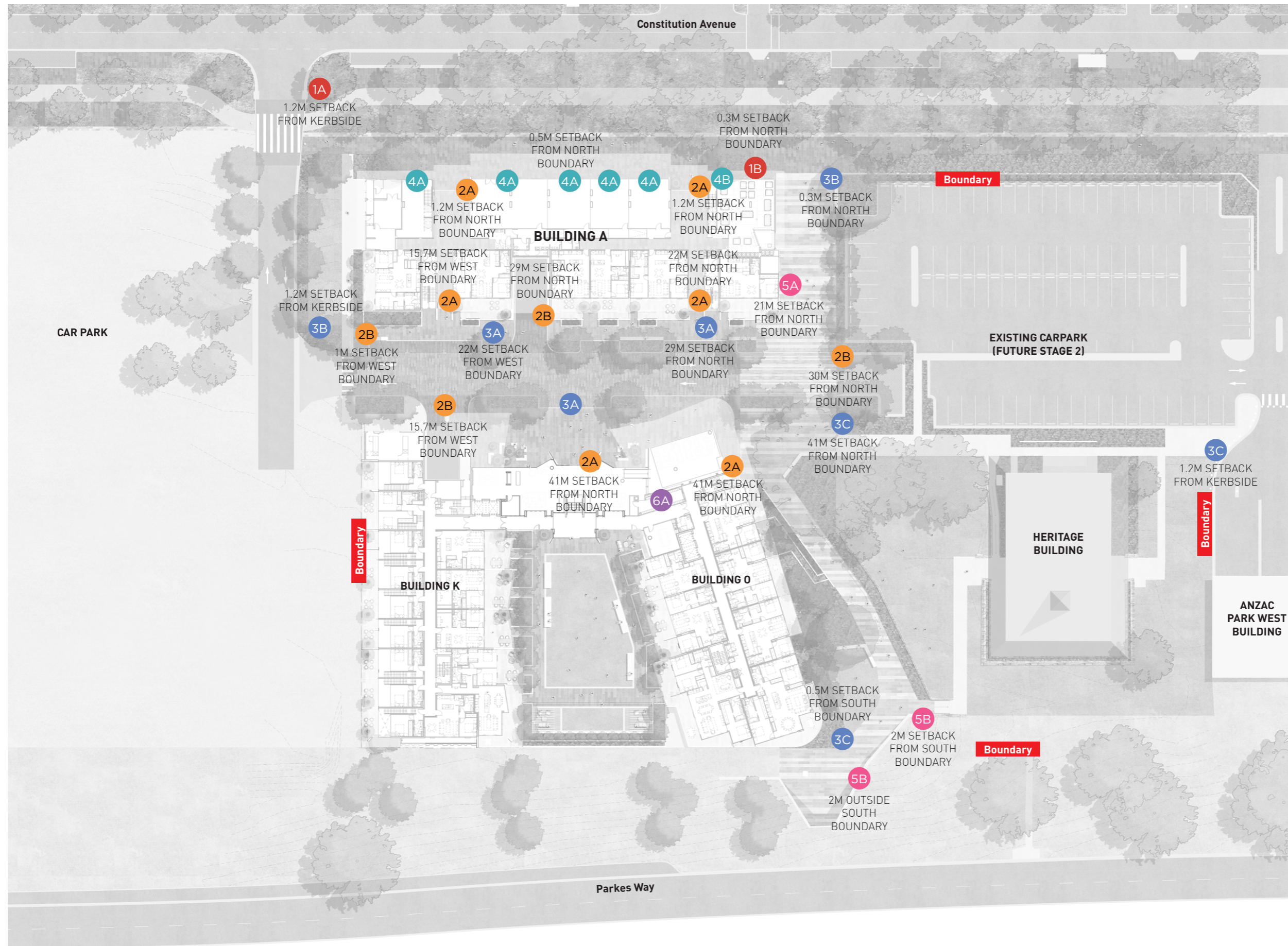
**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

Annexure C - Schedule of Special Privileges

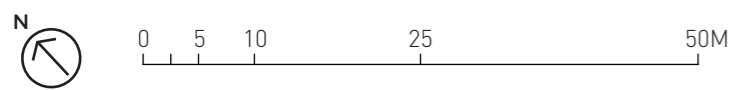
Unit	Special privilege	Maintenance and repair
Commercial Units (all)	Signage on common property (location and size of signs to be approved by Executive Committee prior to affixation or drilling into walls)	Periodic maintenance and repair of signage to be undertaken by relevant Commercial Unit owner
Commercial Units (Unit 255, 256, 257 and 258)	Exclusive use of Commercial Toilets for units 255, 256, 257 and 258 for owners, occupiers and users of units 255, 256, 257 and 258 (including customers, patrons and invitees)	Regular cleaning, maintenance and repair of Commercial Toilets for units 255, 256, 257 and 258 to be undertaken by owners of units 255, 256, 257 and 258 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of kitchen exhaust system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of kitchen exhaust system (including the riser, ducting and fans) to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of the grease trap system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of grease trap to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Heritage Unit (Unit 261)	Exclusive use of the grease trap system located on common property for unit 261	Regular cleaning, maintenance and repair of grease trap to be undertaken by unit 261 (refer to Annexure B)

Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes
Annexure D - Signage Plan (4 sheets)

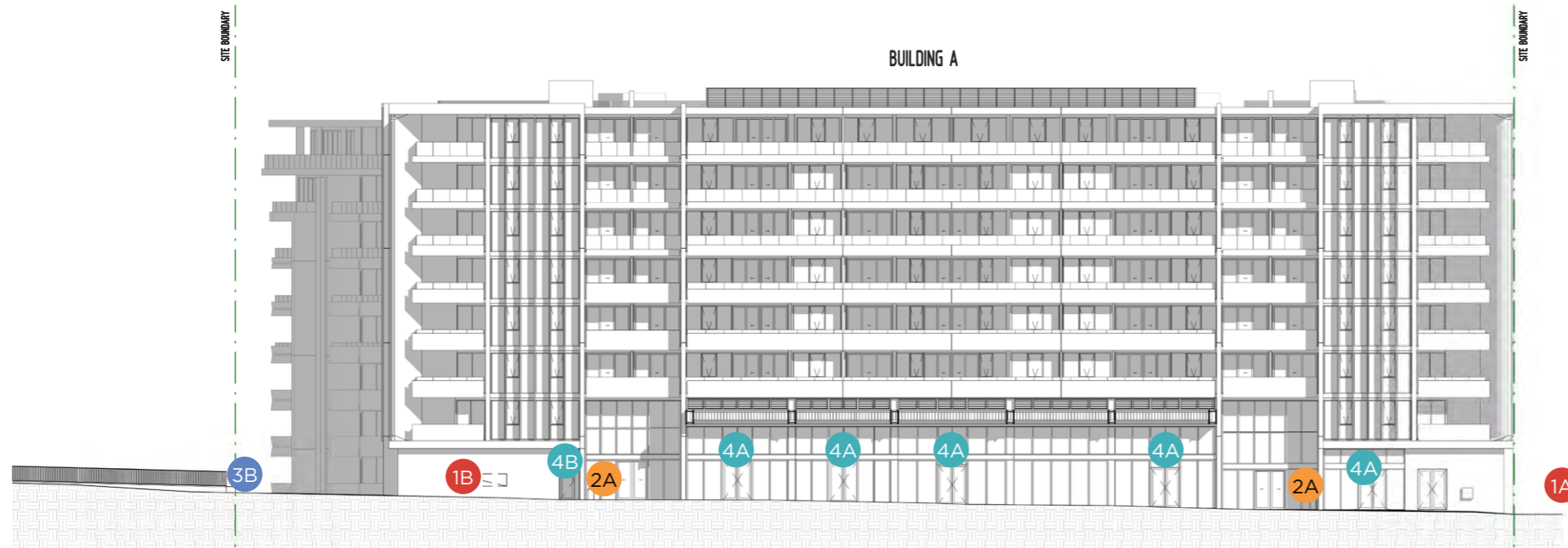
GROUND LEVEL - SIGNAGE INTENT PLAN



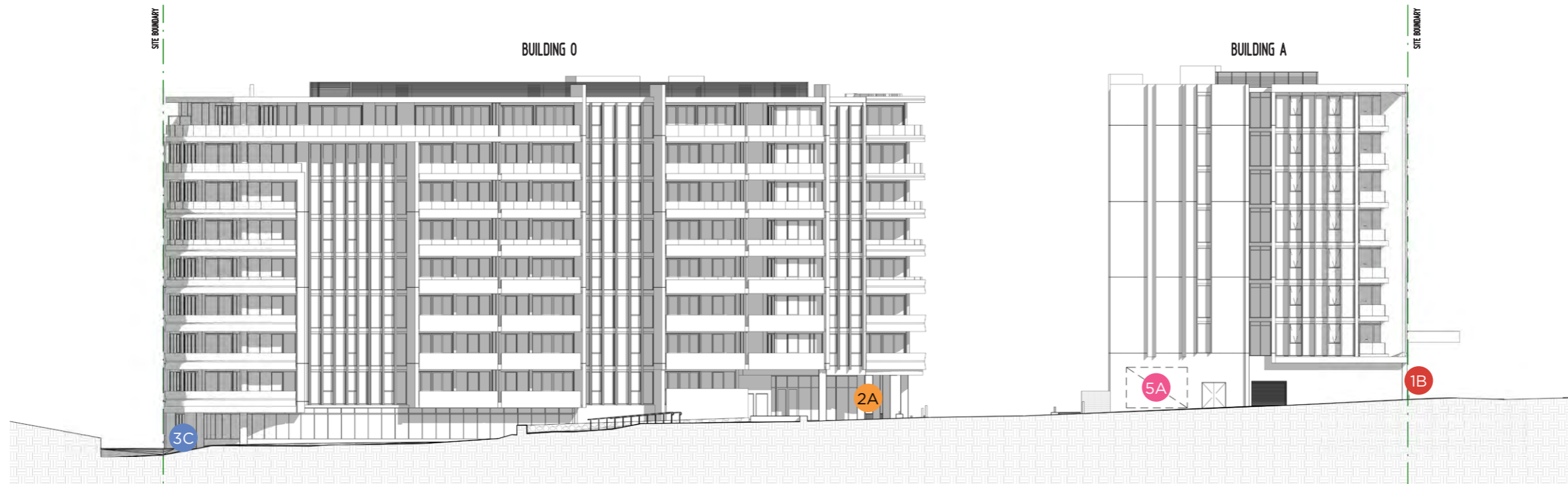
- **DEVELOPMENT ENTRY SIGNAGE**
- 1A Primary Development Entry Information Sign
- 1B Primary Development High Rise Building Sign
- **BUILDING ENTRY & DIRECTIONAL SIGNAGE**
- 2A Building Entry Information Sign
- 2B Vehicle Directional Information Sign
- **GENERAL WAYFINDING SIGNAGE**
- 3A Visitor Parking Information Sign
- 3B Primary General Wayfinding Information Sign
- 3C Secondary General Wayfinding Information Sign
- **COMMERCIAL TENANCY SIGNAGE**
- 4A Tenancy Hamper Sign
- 4B Window Sign
- **HERITAGE SIGNAGE**
- 5A Feature Mural High Rise Building Sign
- 5B Plaque Information Sign
- **MAILBOXES**
- 6A Resident's Mailboxes



SIGNAGE INTENT - OVERALL ELEVATIONS



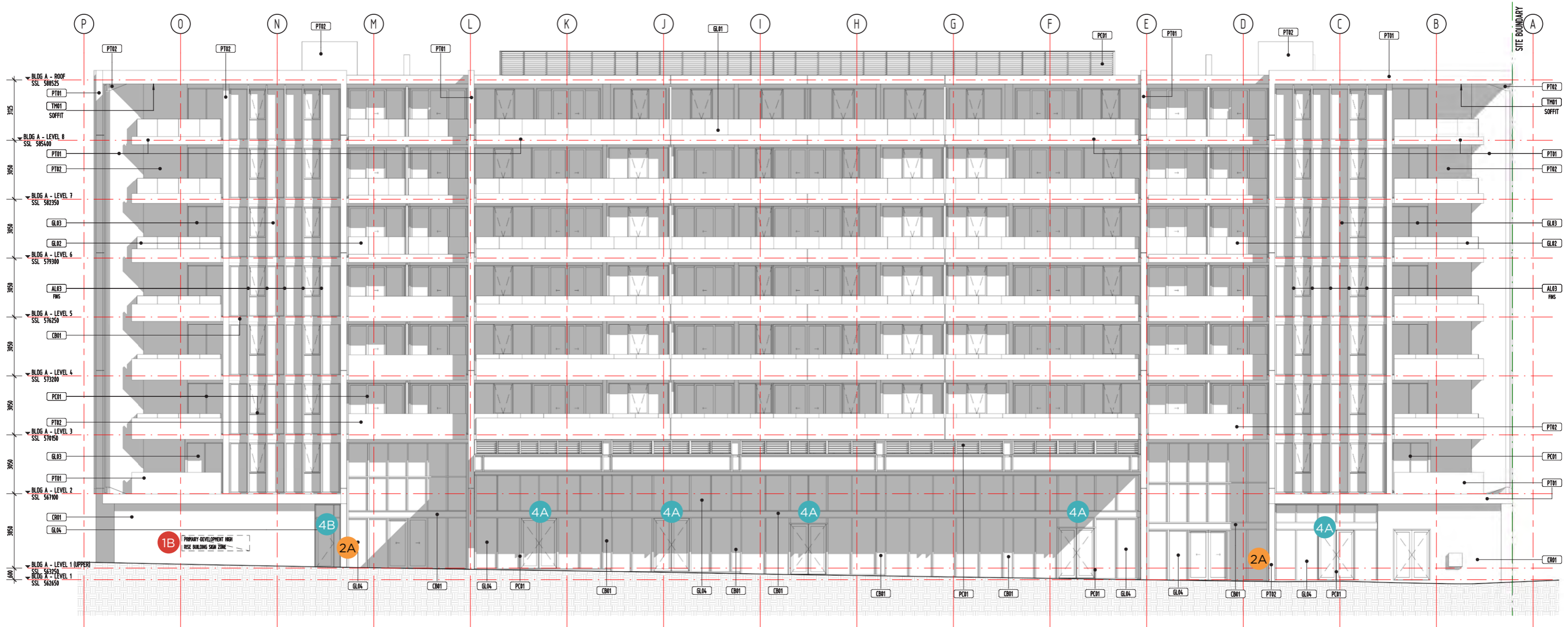
1 OVERALL NORTH ELEVATION
SCALE 1:200



2 OVERALL EAST ELEVATION
SCALE 1:200

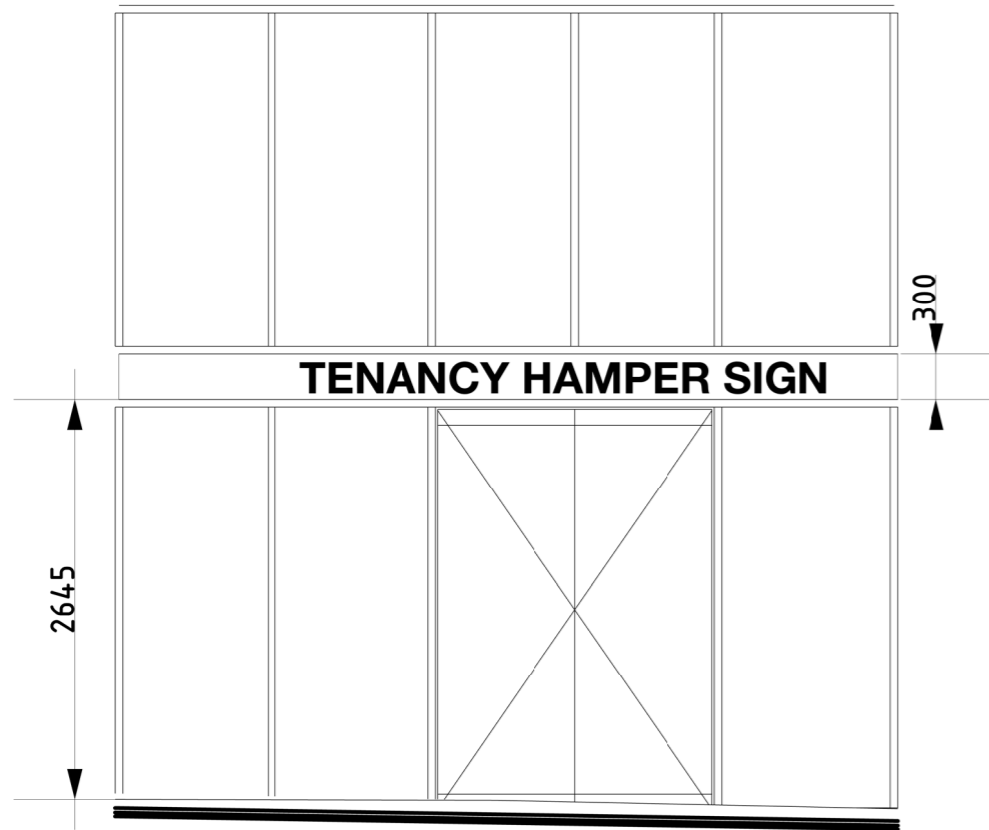
- | | | | | | |
|--|---|--|------------------------------|--|-------------------------|
| ● DEVELOPMENT ENTRY SIGNAGE | ● BUILDING ENTRY & DIRECTIONAL SIGNAGE | ● GENERAL WAYFINDING SIGNAGE | ● COMMERCIAL TENANCY SIGNAGE | ● HERITAGE SIGNAGE | ● MAILBOXES |
| 1A Primary Development Entry Information Sign | 2A Building Entry Information Sign | 3A Visitor Parking Information Sign | 4A Tenancy Hamper Sign | 5A Feature Mural High Rise Building Sign | 6A Resident's Mailboxes |
| 1B Primary Development High Rise Building Sign | 2B Vehicle Directional Information Sign | 3B Primary General Wayfinding Information Sign | 4B Window Sign | 5B Plaque Information Sign | |
| | | 3C Secondary General Wayfinding Information Sign | | | |

BUILDING A - NORTH ELEVATION



- | | | | | | |
|--|--|---|---|---|--|
| ● DEVELOPMENT ENTRY SIGNAGE | ● BUILDING ENTRY & DIRECTIONAL SIGNAGE | ● GENERAL WAYFINDING SIGNAGE | ● COMMERCIAL TENANCY SIGNAGE | ● HERITAGE SIGNAGE | ● MAILBOXES |
| 1A Primary Development Entry Information Sign | 2A Building Entry Information Sign | 3A Visitor Parking Information Sign | 4A Tenancy Hamper Sign | 5A Feature Mural High Rise Building Sign | 6A Resident's Mailboxes |
| 1B Primary Development High Rise Building Sign | 2B Vehicle Directional Information Sign | 3B Primary General Wayfinding Information Sign | 4B Window Sign | 5B Plaque Information Sign | |
| | | 3C Secondary General Wayfinding Information Sign | | | |

SIGNAGE INTENT - TYPICAL DETAILS



COMMERCIAL TENANCY SIGNAGE

4A Tenancy Hamper Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of '*Signage General Code*'
- Sign to be illuminated - light spill to be managed
- Wording to include:
 - Tenancy Logo / Information
- Materials:
 - TBC - colour to match Architectural selections

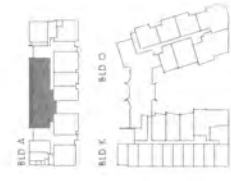
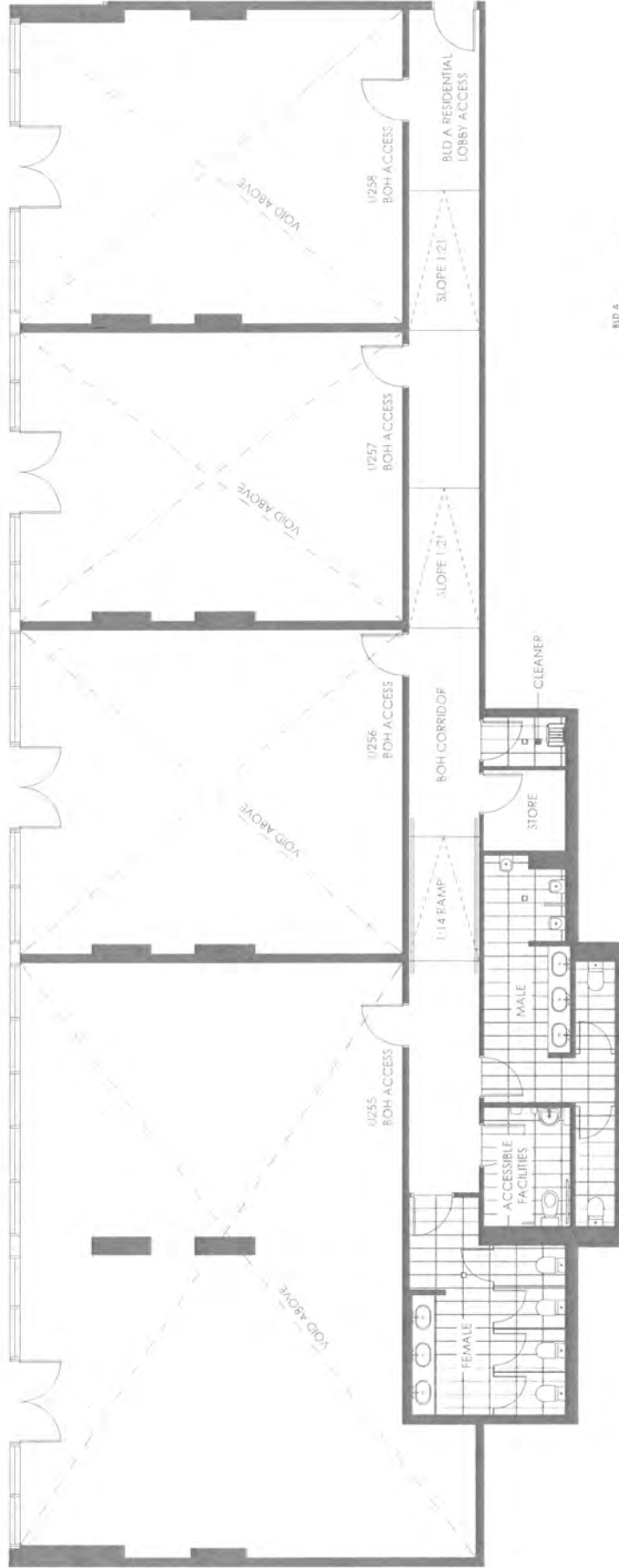
4B Tenancy Window Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of '*Signage General Code*'
- Maximum surface area of sign: 25% of the area of the glass panel or panels on which it is displayed

Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes

Annexure E - Commercial Toilets

THE GRIFFIN PARKES



THE GRIFFIN PARKES.COM.AU

Floor Plan
Commercial Back of House Access and Amenities

Architectural drawings are prepared by the Architect and are subject to the Architect's professional liability insurance. The Architect is not responsible for the accuracy of the information provided in this drawing. The Architect is not responsible for the accuracy of the information provided in this drawing. The Architect is not responsible for the accuracy of the information provided in this drawing.



Access Canberra



LAND TITLES
ACCESS CANBERRA
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SPECIAL

3351555

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Act 1925

094 - SR

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
Civium	administrators@civium.com.au	(02) 6162 0681	

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3014/467 3014-468	Parkes	3	15	15592

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Alternative Rules	28/10/2024

SUPPORTING DOCUMENTATION (Please select appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal may be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/> Sealed copy of Alternate Rules <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

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

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

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

Signed By: ANGELINA BARBETTE ANDERSON
Angelina Anderson

Witnessed By: Jane Asiata

<Name of certifying party> SENIOR STRATA
 <Capacity of certifying party> MANAGER

Name: Jane Asiata
 Strata Administrator

for: <Company name> Civium Property Group
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	LMT	Registration Date	06/12/2024



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
ps 3014:467	Parres	3	15		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
094 - SR	42

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)	
The Proprietors of Units Plan 15592	Civium holdings

MINUTES OF THE ANNUAL GENERAL MEETING 2024

OWNERS UNIT PLAN - 15592

**The Griffin
44 Constitution Avenue
PARKES ACT 2600**

Held on :

Monday, 28 October 2024 05:00 PM

Held at :

Civium Strata Canberra - Brindabella Room
3 Lonsdale St
Braddon ACT 2612

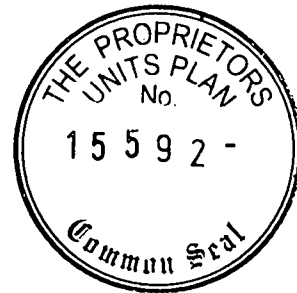
OR - <https://events.teams.microsoft.com/event/0da8ddb6-cceb-481b-9dc1-0864200bbf7b@a44d7904-28c1-4b43-8cd2-583a9d9329de>



MINUTES OF THE ANNUAL GENERAL MEETING OF
UNIT PLAN The Griffin 15592

Held Monday, 28 October 2024 5:00 PM at
Civium Strata Canberra - Brindabella Room
3 Lonsdale St
Braddon ACT 2612

OR - <https://events.teams.microsoft.com/event/0da8ddb8-cceb-481b-9dc1-0864200bbf7b@a44d7904-28c1-4b43-8cd2-583a9d9329de>



Present Alisa Lawrence (Lot 150), Alistair Cohen (Lot 55), Andrew McCray (Lot 65), Anne-Maree Campbell (Lot 30), Anthony Rochester & Lisa Williams (Lot 52), Beverley Anne Clarke & Graham John Chalker (Lot 81), Caitlin Johnstone (Lot 152), Clifford Frederick & Carolyn Mary Elizabeth Cole (Lot 77), David & Cheryl Bush (Lot 53), David & Julianne Nissen (Lot 202), Dean Lewis & Vanessa Ganley (Lot 229), Edsel Valentine Sequeira & Shivani Roshni Pillay (Lot 15), Eris Fleming & Nell Fleming (Lot 231), Heather Grainger (Lot 64), Jaimie MacQuillan & Sebastian Ward (Lot 62), Jamie Cottrell & Mercy Diones (Lot 16), Janine McEwan (Lot 73), Jeffery Bateson & Geraldine Clisby (Lot 138), Julie Chambers & Eric Leape (Lot 253), Katrina Gmach & Alistair Gilmour (Lot 67), Kim Arthur (Lot 26), Lauren Kasperek (Lot 97), Louise Scrivener (Lot 190), Luke David Walsh (Lot 222), Margaret Alice Goydych (Lot 90), Margaret Crouch (Lot 76), Michael & Rachel Hetenyi (Lot 235), Michael Tarzia (Lot 211), Michelle Pereira (Lot 58), Mohammad Hasan & Faizah Khan (Lot 14), Nicholas Gillies (Lot 233), Patrick Conway & Christine Skipper-Conway (Lot 39), Phillip & Samantha Beattie (Lot 41), Qinyun Wu & Hanwei Zhu (Lot 96), Reinaldo Pereira & Marcia Pereira (Lot 148), Rohan Mcnell & Jacquelyn Phillips (Lot 220), Ronald Richards & Caroline Richards (Lot 29), Shane & Leigh Byrne (Lot 201), Shona & Michael Stankiewicz (Lot 3), Skye Miller (Lot 237), Stephen John Amott (Lot 27), Stephen Richards & Clare Poprawski (Lot 173), Stripy Sock Property Pty Ltd trading as Stripy Sock Pty Ltd (Lot 259), Sungmin Kim (Lot 35), Tavalea Nilon (Lot 57), William Kerry & Christine Caryl Mummery (Lot 63), XOF Nominees Pty Ltd (Lot 240)

Civium Rep(s) Gareth Halverson (Civium Strata), Monique Bosma (Civium Strata)

Proxies Jeffery Bateson for Heidi McLennan (Lot 135), The Chairperson for Matthew Alexander & Anthony McEachran (Lot 210), Jeffery Bateson for XOF Nominees Pty Ltd (Lot 240)

Company Nominees None

Apologies None

Voting Papers Jane & Mark Bramley (Lot 114)

Other Attendees None

CFM Alex Boundy (Civium Facilities Management), Olivia McKay (Civium Facilities Management)

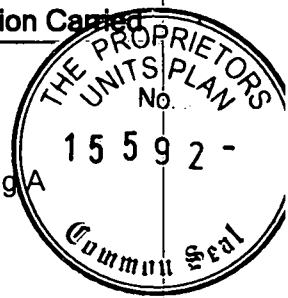
Chairperson Alistair Cohen

Meeting Opened 5:30pm

Reduced Quorum Meeting



MOTION	Motion for consideration
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>RESOLVED that the minutes of the previous General Meeting of the Owners Corporation, held on 13/11/2023, be confirmed as a true and accurate account of the proceeding at that meeting, noting the following owners were also in attendance but not recorded in the minutes: Units 81, 190, and 253.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Renewal (SPECIAL RESOLUTION)</p> <p>a) RESOLVED that the Owners Corporation confirms current insurance cover as detailed in the attached policy within the agenda.</p> <p>b) RESOLVED that the Owners Corporation delegate authority to the Executive Committee to select the appropriate insurance policy and, if necessary, arrange premium funding for the policy.</p> <p>c) RESOLVED that the Owners Corporation authorises the Strata Managing Agent to obtain quotations for insurance cover prior to the expiry of the current policy. These quotations are to be presented to the Executive Committee for consideration. In the event that no advice or decision is provided by the Executive Committee, the Managing Agent is authorised to proceed with the recommendation provided by the insurance broker and, if necessary, arrange for premium funding of the policy.</p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>The Owners Corporation acknowledges the following open claims.</p> <p>1. Claim CLM-5843 / CL02114928 - Liability Incident - Eastern side of Building A involving a non-resident, rising bollards shortly after waste collection. First Notice: DOL 28/8/24, September 2024</p> <p>2. Claim CLM-5735 - Water Damage - Fire sprinkler damage during installation of blinds. First Notice: DOL 3/6/24, July 2024, Submitted: 26 September 2024</p> <p style="text-align: right;">Motion Acknowledged</p>
4	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>RESOLVED that the financial statement of accounts for the financial year ending 30/09/2024 be adopted.</p> <p><i>NOTE: The gas utility covers pool heating, which operates year-round. In the first 18 months, the gas meter was not read, and bills were based on significantly underestimated usage. The current bills now reflect actual meter readings and have been budgeted accurately.</i></p> <p style="text-align: right;">Motion Carried</p>
5	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation appoint Michael Faulkner & Associates to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p style="text-align: right;">Motion Carried</p>



6	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation reviewed the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;">Motion Carried</p>
7	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation considered any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>PPM Contracts: <i>In the first quarter of 2025, many Planned Preventative Maintenance (PPM) contracts will come up for renewal.</i></p> <p>Cleaning & Gardening: <i>The cleaning and gardening contracts, initially endorsed by the developer for 24-month terms, are currently on a month-to-month rollover. A tender process is underway, managed by Civium in collaboration with the Executive Committee and Subcommittee. Owners with concerns about cleaning are encouraged to report these, and a Cleaning Subcommittee can be established if needed.</i></p> <p>Reporting Maintenance: <i>Owners were reminded that maintenance issues must be reported to be addressed. The most efficient way to submit a maintenance request is through the 'Make a Request' dropdown on C-Hub by selecting 'Maintenance Request,' which directs it to the Civium team. Alternatively, owners can speak with the concierge or email the Building/Strata Manager.</i></p> <p>Grout in Bathrooms: <i>An owner raised concerns about grout in their bathroom. As grout maintenance is the owner's responsibility, they were advised to consult the Owner's Manual on C-Hub, where they can review the supplier/trade list to check if there is a warranty on workmanship and materials. Typically, this would come with a 12-month warranty.</i></p> <p>Skirting Boards: <i>It was clarified that skirting boards separating within a unit are the owner's responsibility.</i></p> <p>Water Meters & Tempering Valves <i>An owner inquired about the water meters servicing individual apartments, located in the ceiling cavity in the common hallway outside each unit. This cavity contains a water meter and a tempering valve, and the question was about the boundary between private property, common property, and the embedded network.</i></p> <p><i>The water meter and tempering valve are considered private property, as they service individual apartments. If a visible leak from the cavity risks damaging common property, Civium will arrange for a plumber (after giving the owner the option to use their own plumber), with costs then on-charged to the unit owner.</i></p> <p><i>Secretarial Note: Due to the indemnity form signed by the Owners Corporation to facilitate an insurance claim settlement, owners are unable to recover costs from Energy Trade for any failed assets.</i></p> <p style="text-align: right;">Motion Carried</p>




<p>8</p>	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: O'Neill & Brown Fire is contracted at The Griffin to conduct all mandatory fire inspections and services. After a tender process for ongoing fire services, the EC agreed to continue with O'Neill & Brown Fire, the incumbent contractor, based on the received quotes. This year, several items were identified as faults requiring repair or replacement, which has now been completed to ensure compliance.</i></p> <p><i>Civium recently conducted an audit of all unit entry doors to identify any modifications (e.g., peepholes, digital locks) that had been installed without EC approval. The purpose of this audit was to confirm that these modifications are compliant and do not compromise the integrity of the fire doors. This will further be signed off by O'Neill & Brown Fire during the annual fire door inspection.</i></p> <p><i>Owners are reminded that doormats are not permitted in the common hallway outside unit entry doors due to fire egress requirements and are to be stored inside the apartment.</i></p> <p><i>Civium will recirculate the schedule for monthly fire alarm testing to all owners.</i></p> <p style="text-align: right;">Motion Carried</p>
<p>9</p>	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE: Before the 2023 AGM, a third-party consultant was engaged to prepare Defect Reports, available on C-Hub, to identify all common property defects. The EC reviewed the report with the builder, addressing various items—some minor and others more significant. These items have been worked on over the past year, and the EC is currently awaiting an updated report from the builder.</i></p> <p><i>The Chairperson noted that there are currently no known structural defects. A leak in B2, recently identified by Civium near the exterior garden beneath the pool, is being addressed. The on-site Civium team is coordinating with the builder, and steps have been put in place to resolve the issue.</i></p> <p style="text-align: right;">Motion Carried</p>



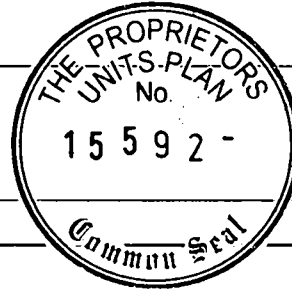
10	<p>Budget (ORDINARY RESOLUTION)</p> <p>RESOLVED:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Administrative Fund Income \$1,017,341.00 ex GST</p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Sinking Fund Income \$250,545.00 ex GST</p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be:</p> <p>1st instalment 01/10/2024 Pre-issued 2nd instalment 01/01/2025 3rd instalment 01/04/2025 4th instalment 01/07/2025</p> <p>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</p> <p><i>NOTE: The Treasurer, M. Tarzia, presented the Treasurer's Report included in the meeting agenda.</i></p> <p><i>It was noted that while this year's budget is actually lower than last year's, owners will notice an increase in quarterly installments. This is due to last year's levy income being reduced by \$160,000 due to a special levy raised by owners prior to the AGM to address a timing shortfall. Essentially, owners paid a higher total amount over the year, but in different installments. Although the four installments were lower last year, the one-off special levy made the overall annual contributions higher.</i></p> <p style="text-align: right;">Motion Carried</p>
11	<p>Dissolve Special Purpose Fund (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation agrees to dissolve the Special Purpose Fund (\$49,871.00 ex GST) associated with the Sinking Fund, which was approved for Access Control upgrades. Any remaining funds from this will be reallocated to the Sinking Fund for security improvements.</p> <p style="text-align: right;">Motion Carried</p>
12	<p>Term Deposit (ORDINARY RESOLUTION)</p> <p>RESOLVED the Owners Corporation grants the Executive Committee authority to open a term deposit/s for an amount of up to \$200,000 over 12 months, from the Sinking Fund, with the Executive Committee authorised to decide on roll-over terms upon maturity</p> <p style="text-align: right;">Motion Carried</p>



<p>13</p>	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>1. RESOLVED that the Owners Corporation resolves to appoint the 6 Owners that have submitted a nomination prior to the meeting, including:</p> <ul style="list-style-type: none"> • Alistair Cohen • Vanessa Ganley • Julianne Nissen • Ronald Richards • Edsel Sequeira • Michael Tarzia <p>2 RESOLVED that the Owners Corporation delegates the appointment of Office Bearers, any Sub-Committees, Communication Officers, and Invoice Approvers to the Executive Committee, to be determined at the first EC meeting.</p> <div style="text-align: right;">  </div> <p style="text-align: right;">Motion Carried</p>
<p>14</p>	<p>Appointment of Strata Managing Agent (ORDINARY RESOLUTION)</p> <p>MOTION DEFERRED</p> <p>That in accordance with Section 50 of the Unit Titles (Management) Act 2011 ("Act") that:</p> <ol style="list-style-type: none"> 1. Civium Holdings Pty Ltd t/as Civium Property Group ("Agent") be appointed as strata managing agent of Units Plan No. 15592; 2. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act); 3. The Owners Corporation execute a written agreement, ("Agreement"), to give effect to this appointment and delegation; 4. The delegation is to the subject to the conditions and limitations set out in the Agreement; and 5. Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting <p><i>NOTE: The Owners Corporation deferred this motion but noted the appointment of Civium for both Strata and Building Management for a three-year term in principle. A subcommittee was established during the meeting to further review and discuss the contracts with Civium. A Special General Meeting will be held after the 28-day reduced quorum period to formally approve the contracts.</i></p> <p style="text-align: right;">Motion Deferred</p>
<p>15</p>	<p>Appointment of Building Manager & Concierge (ORDINARY RESOLUTION)</p> <p>MOTION DEFERRED</p> <p>That in accordance with Section 60 of the Unit Titles (Management) Act 2011 ("Act") that Civium Facilities Management be appointed as Building Manager & Concierge for Units Plan No. 15592.</p> <p><i>NOTE: The Owners Corporation deferred this motion but noted the appointment of Civium for both Strata and Building Management for a three-year term in principle. A subcommittee was established during the meeting to further review and discuss the contracts with Civium. A Special General Meeting will be held after the 28-day reduced quorum period to formally approve the contracts.</i></p> <p style="text-align: right;">Motion Deferred</p>

16	<p>Alternative Rules (SPECIAL RESOLUTION)</p> <p>RESOLVED by Special Resolution that in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation approved the Alternative Rules.</p> <p>The Alternative Rules will be registered, with any costs associated with registration to be paid from the Administrative Fund.</p>
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Motion Carried



	<p>General Business</p>
	<p>Subcommittee Update - Security</p> <p>The enclosed slideshow was presented by E. Leape from the Security Subcommittee. Below are summary notes from the presentation.</p> <p>In September, a survey was conducted to gather feedback, with follow-up action items planned based on the responses. Many residents participated, with the majority of responses coming from owners—primarily couples residing in one of the three buildings. No responses were received from Civium staff or commercial owners. Overall, the feedback indicated that 83% of respondents felt very comfortable and safe in the building, with no standout issues raised.</p> <p>In terms of hazards and concerns, the main critical issues noted were related to items that residents could not monitor directly. For instance, some feedback mentioned that security cameras had not captured images of individuals entering the property. Additionally, certain doors, including those facing the courtyard and in the library, were mistakenly referred to as exits.</p> <p>Communication efforts have been robust, with a lot of information relayed to owners through newsletters and C-Hub. The subcommittee's role is primarily advisory, with a focus on monitoring and making recommendations.</p>
	<p>Security Subcommittee Update - Gardening</p> <p>R. Richards from the Gardening Subcommittee provided an update for all owners, summarised below.</p> <p>Established in 2024, the Gardening Subcommittee has successfully organised three working bees. The Subcommittee's role is not to replace the gardeners but to serve as an advisory board to the EC, helping to improve the gardens.</p> <p>Earlier this year, The Griffin hosted a Floriade display. A vote was held at the meeting, with owners confirming their agreement to continue the initiative next year.</p>
	<p>Security Subcommittee Update - Social</p> <p>V. Ganley from the Social Subcommittee provided an update on recent and upcoming events, encouraging owners to register on the online platform for details on future activities. Past successful events included winter drinks and a wine appreciation afternoon. Upcoming Christmas Drinks are scheduled for December 1st, along with a Christmas tree in the foyer where non-perishable donations for local charities are encouraged. Monthly "Thank God It's Friday" drinks, book club meetings, trivia nights, walking groups, movie and restaurant outings, shows, and clothing drives are also planned.</p> <p>Owners are invited to share ideas, with an email address provided on flyers and regular updates included in The Griffin newsletters.</p>

Electric Vehicle (EV) Charging

In summary, the community is progressing with EV expansion, with infrastructure that can be installed for the ability to house additional chargers. There is potential to implement a smart charging solution, theoretically allowing every car space to have a charger. The next step involves assessing the building's live electrical load, which requires a 7-day logging period to determine peak and low usage levels. This data will help design a system tailored to the building's energy demands, likely leading to a load-managed solution. Owners who installed chargers upon settlement have direct power supply from their meter to the charger, ensuring consistent energy draw. However, this setup cannot be replicated in every space.

If all owners used chargers, a km range, with a charging period, would need to be determined by the Owners Corporation (e.g. a 50 km range within an 8-hour period), and needs to be feasible based on available street power. Two proposals have been received: one from the current embedded electricity network provider and the other from an independent provider who will perform data logging. Both options align with initial Expressions of Interest (EOI) confirming EV feasibility, but the real question now is how to fund the system—whether through the OC or individual owners.

Broadly, there are two stages of cost considerations. First, core infrastructure would need to be designated as common property (CP) to ensure the system functions as a cohesive shared asset. While the OC would own this infrastructure, only owners who do not currently have EV charging would need to contribute financially. The second stage involves individual owners covering the cost to connect their unit to this core infrastructure. Estimated core infrastructure costs are approximately \$200,000, translating to roughly \$6,000 per interested owner, based on the 86 owners who expressed interest. Arguments support OC ownership of the infrastructure rather than end-users.

Given the rapid pace of technology advancements, the Owners Corporation aims to adopt a solution that won't quickly become outdated. The projected timeline suggests the project could be completed next year, though an SGM would be required to finalise decisions. An update will be emailed to owners, including those who previously submitted EOIs.

The option of common property chargers has also been considered, but current limitations in shared parking management, coupled with increasing congestion in the car park and UNSW area, present challenges. A potential shared charging setup in the basement was discussed with one owner, with an estimated cost of \$100,000 for parking alone, plus infrastructure.

It remains unclear if UNSW will provide chargers in their parking facilities, and their current stages of development (1 and 2) do not include EV charging, with projections now pushed to 2032.

Heritage Building (Lot 261) Works

Approximately 3–4 months ago, there was a change in the builder overseeing the fit out of Lot 261. Construction is anticipated to begin by early December, with completion and an opening date targeted for April 2025.

While no official parking arrangements have been made, there is a lot of shared amenity and overlap. Communication between parties involved has recently improved, which will benefit the Owners Corporation. As soon as more details are confirmed, updates will be shared with the OC.

To clarify, Unit 261 is a heritage-listed unit that will operate as a restaurant. The Griffin has a unique relationship with this heritage unit, which has its own section within the building rules. Section 6.7 covers heritage guidelines, outlining that the OC is collectively liable for maintaining the heritage unit as an asset. The unit has been registered on the ACT Heritage Register.

There being no further business the chairperson declared the meeting closed at 07:38 pm

Dated: 28 October 2024

Issued by Civium Property Group for and on behalf of the Owners Corporation.



NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15592

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made

28/10/2024

A3 Reduced quorum decisions

[If there is insufficient space here, tick and attach details to the notice]

Date of decision	Full text of reduced quorum decision
28/10/2024	As attached

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

DATE: 14/11/2024

[Affix owners corporation seal in accordance with the corporation articles]



† In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.



44 CONSTITUTION AVENUE, PARKES

UNIT PLAN 15592

THE GRIFFIN OWNERS CORPORATION RULES

Introduction

On behalf of the Owners Corporation (OC), The Griffin Executive Committee (EC) extends a very warm welcome to all new residents and owners. The Griffin resides within the Parliamentary Triangle and consists of 260 units, across three buildings that stand eight storeys high and contain commercial units.

House Rules:

The intention of the OC rules is that of specifying conditions, while providing mechanisms for owners to seek approval from the EC for exceptions. This supports the overarching values of general well-being of the residents in The Griffin and ensures that all residents enjoy a maximum of convenience, comfort and privacy.

The rules are intended to:

- Facilitate a safe, secure and harmonious community, based on cooperation and consideration for others;
- Minimise annoyance to others;
- Ensure The Griffin remains a prestigious property;
- Maintain the appearance of units;
- Maintain the external uniformity of design, and conformity with the materials originally used; and
- Provide appropriate guidelines for residents and their guests.

How we interpret the rules:

Safe, secure and harmonious community

All residents must adhere to safety requirements and directives as outlined in the OC rules. They must ensure that their behaviour and actions, in both units and common areas, provide a safe environment for those living and working in our complex.

To ensure a sense of community and general tidiness, all residents should assist in keeping the common property – gym, driveways, lawns, landscaped gardens, lifts, corridors and stairwells – clean and free from litter.

Security of all residents is a shared responsibility. Where common property is damaged or broken residents should report this to the Building Manager. Residents should apply vigilance to help ensure the communal common areas, basement areas, foyers and corridors of buildings are accessed and used only by residents and their bona fide guests. All doors should be kept closed after either entering or leaving the building. Lost key cards/fobs/remotes should be reported to the Building Manager as soon as possible in order to have them voided. Key cards, fobs, remotes and keys are the property of the owner, and tenants must return them to the owner/property manager at the end of the lease. Residents should not leave personal items in car parks or visible in their cars. Owners are responsible for ensuring visitors, tenants, or short terms renters adhere to these rules. All fobs/keys/remotes are stored in a secure location (e.g. not a lockbox fixed to the exterior of the building).

For amenity, safety, regulatory and public liability reasons, residents should not use common property areas such as corridors, stairwells and fire cupboards to store their personal possessions.

Shared responsibility for a safe living environment in the common areas is expected of residents. Driveways and basement areas can be hazardous for residents, especially those who are younger or older. Drivers and

Alternative Rules Units Plan No. 15592 - Block 15 Section 3 Parkes



pedestrians need to be alert, especially for blind spots around corners on the driveway and ramps. Drivers should drive slowly, safely and defensively.

Residents should be vigilant regarding fire safety. Any flammable objects could create a fire hazard for their unit and other units.

Residents are to keep residential car spaces clean and tidy to avoid attracting vermin. The visitor parking spaces are for visitors or guest of residents only.

Annoyance: noise, odours and nuisance

Noise: Residents should be aware that noise penetrates easily into other units, particularly when doors and windows are open. Residents therefore should not create any noise or nuisance in a unit or on common property likely to interfere with the peaceful enjoyment of other residents, especially between 10:00pm and 7:00am. Common sources of noise include music, television, loud voices, washing machines, dryers, and from slamming doors (both unit and fire doors), dragging furniture, disposal of rubbish, and loud revving of vehicle engines.

Odours: Odours such as those caused by smoking and cooking can easily permeate into other apartments. Residents should not open apartment doors adjoining corridors to assist in eliminating odours, steam or smoke when cooking. Residents' enjoyment and amenity is enhanced by a smoke free environment.

When cleaning balconies, windows and balustrades residents should not allow water and other cleaning agents to flow over the edge of balconies.

Prestigious Building

Aside from the common areas, residents can do their part to maintain their units so that other unit holders are not adversely affected in terms of hygiene, appearance or value. Unit owners should keep their units in a state of good repair.

External Appearance of units

While balconies are a unit owner's property they should not be used as storage areas where this can be seen from the ground or other units. Articles normally used on a balcony may be kept there; for example, outdoor furniture setting, barbecue, pot plants are acceptable. Clothes horses (that sit no higher than the handrail) and racks, where possible, should be placed on balconies only where they are not clearly visible from the ground or other units. Draping of rugs, mats, sheets, blankets, clothing, laundry, signs etc. over balcony railings is not allowed. Screens should not be attached or placed on the glass balustrades as these impact on the external appearance and prestige of the building, as well as the ability to keep glass surfaces clean.

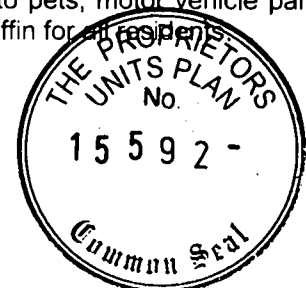
Uniformity of design

Alterations or additions to a unit should be in keeping with the appearance and design of the complex. Concrete finishes should not be altered. Colour palettes for window treatments, blinds, curtains and other proposals should be consistent throughout the complex.

A detailed specification has been provided under section 7.6 **Balconies** for the installation of external balcony blinds.

Appropriate guidelines

The attached rules set out the expectations and behaviours that will allow owners and occupiers to contribute to achieving expectations described above. Residents are expected to follow the rules, and appropriate action will be taken against breaches. Important issues are covered, such as rules pertaining to pets, motor vehicle parking, gym, rubbish disposal and other rules which contribute to the enjoyment of The Griffin for



**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

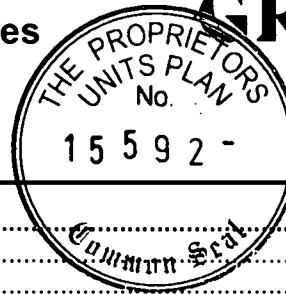


As passed by the Owners Corporation on 13 November 2023 in accordance with the Unit Titles (Management) Act 2011 (ACT)

Schedule

Strata Manager	Civium Strata
Contact Name	Monique Bosma
Contact Information	T: 1300 724 256 E: clientservices@civiumstrata.com.au





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1. Definitions and Interpretation

1.1 Definitions

In these Alternative Rules:

Alternative Rules means these alternative rules and excludes the Default Rules.

Commercial Toilets means the toilets located on the common property as shown on the plan at Annexure E.

Commercial Units means units 255-261.

Default Rules has the meaning given to that term in the UTMA, a copy of which is annexed to these Alternative Rules at Annexure A as at the time these Alternative Rules are passed by the Owners Corporation.

Executive Committee means the executive committee of the Units Plan.

Heritage Unit means unit 261 which, for the avoidance of doubt, is a Commercial Unit.

Owners Corporation means the Owners Corporation of the Units Plan.

Residential Units means units 1-254.

Schedule of Costs Split means the schedule at Annexure B of these Alternative Rules.

Schedule of Special Privileges means the schedule at Annexure C of these Alternative Rules.

Signage Plan means the document titled "Signage Intent Plan" at Annexure D of these Alternative Rules.

Units Plan means Units Plan No. 15592.

UTMA means the Unit Titles (Management) Act 2011.

1.2 UTMA definitions

Any word used in these Alternative Rules which is defined in the UTMA has the meaning given in the UTMA.

2. Matters affecting the applicability of Alternative Rules

2.1 Relationship with Default Rules

- (a) The rules of the Owners Corporation are comprised of the Default Rules as supplemented to or amended to by these Alternative Rules.
- (b) In the event that any of these Alternative Rules are inconsistent with the Default Rules, these Alternative Rules prevail to the extent of the inconsistency.



2.2 Authorisation by Owners Corporation

If an act or omission of an owner, occupier or user of a unit would constitute a breach of these Alternative Rules or the Default Rules, provided that:

- (a) the Owners Corporation have authorised the relevant act or omission in accordance with the UTMA (including any special privileges in accordance with rule 4);
- (b) the Owners Corporation have recorded the relevant authorisation in the minutes of a general meeting of the Owners Corporation; and
- (c) any other applicable approvals under any other legislation have been obtained, the act or omission is not a breach of these Alternative Rules or the Default Rules.

3. Payment of shared costs

3.1 Intention

The Owners Corporation acknowledges and agrees that:

- (a) the Units Plan is a mixed-use development consisting of a residential component and a commercial component; and
- (b) the intention of this rule is to set out the principles in relation to which certain categories of costs are to be determined to be paid by a particular class of unit owners.

3.2 Schedule of Costs Split

- (a) The Schedule of Costs Split is annexed to these Alternative Rules at Annexure B.
- (b) To the extent that a particular item in the first column of the Schedule of Costs Split specifies a "Responsible Unit" in the second column, those "Responsible Units" must pay such any costs or expenses associated with that item as calculated in accordance with the methodology set out in the third column.

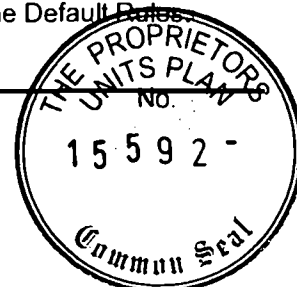
3.3 Amendments to Schedule of Costs Split

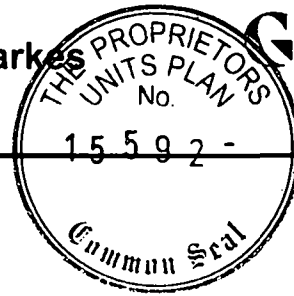
Any amendment to the Schedule of Costs Split must, in accordance with section 78 of the UTMA, be authorised by a special resolution of the Owners Corporation.

3.4 Fairness of contribution methods

The Owners Corporation acknowledges and agrees that the contribution method set out in these Alternative Rules are fair and have taken into account:

- (a) the structure of the Units Plan;
- (b) the nature of the buildings that are part of the units or common property of the Units Plan, including the features and character of the units and common property;
- (c) the purposes for which units are used including the likely impact of that use on the common property; and
- (d) the extent to which the method imposes a burden on a unit that is commensurate with the use of that unit.





4. Special Privilege

4.1 Grant of special privilege

The Owners Corporation may, by way of special resolution and otherwise in accordance with the UTMA, grant a special privilege to an owner, occupier or user of a unit permitting the use of a part of the common property in a manner that is additional to, or restrictive of, the rights of other people who are not granted the special privilege to use the relevant part of the common property.

4.2 Recording the details of a special privilege

Any special privilege granted by the Owners Corporation must be recorded on the Schedule of Special Privileges and specify the following:

- (a) the unit or units, the owner, occupier or user of which is to have the benefit of the special privilege;
- (b) a description of the area of the common property in relation to which the special privilege applies; and
- (c) the party who is responsible for cleaning, maintaining and repairing the area to which the special privilege applies and the type and frequency of cleaning, maintenance or repair to be undertaken.

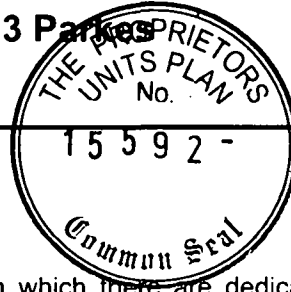
4.3 Maintenance of special privilege areas

- (a) The party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies must, at its own cost, undertake the type and frequency of clean, maintenance and repairs specified in the Schedule of Special Privileges.
- (b) If the party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies is not the Owners Corporation, nothing prevents that party and the Owners Corporation from entering into an agreement pursuant to section 29 of the UTMA for the Owners Corporation to undertake the relevant cleaning, maintenance and repair in consideration for an agreed cost to be paid by that party.

4.4 General obligations

In addition to the specified maintenance obligations, the following obligations apply to a party granted a special privilege in accordance with this rule 4.4:

- (a) where there will be the consumption of any services or utilities on the area to which the special privilege applies, it must:
 - (i) ensure that the consumption of each service or utility is capable of being measured (whether by meters or otherwise); and
 - (ii) pay the consumption costs of any services or utilities which are consumed on the area to which the special privilege applies;
- (b) it must obtain any relevant approval or consents which may be necessary from any authority in relation to its use of the area to which the special privilege applies; and
- (c) it must otherwise comply with the requirements of all laws and authorities.



5. Waste

5.1 Shared waste room

The Units Plan has a shared waste room in which there are dedicated waste receptacles for the Residential Units (**Residential Bins**) and the Commercial Units (**Commercial Bins**) respectively.

5.2 Use of waste room by owners, occupiers and users

The owner, occupier and user of each unit in the Units Plan acknowledge and agree that

- (a) the Residential Bins are for the sole use of the Residential Units and under no circumstances may an owner, occupier and user of a Commercial Unit store any waste in, or otherwise use, any of the Residential Bins; and
- (b) the Commercial Bins are for the sole use of the Commercial Units and under no circumstances may an owner, occupier and user of a Residential Unit store any waste in, or otherwise use, any of the Commercial Bins.

5.3 Disposal of waste

- (a) The disposal of waste in Residential Bins will be the responsibility of the Owners Corporation.
- (b) The disposal of waste in Commercial Bins will be the responsibility of the Commercial Units in accordance with rule 6.3.

6. Commercial Units

6.1 Relationship to other rules

In the event that this rule 6 is inconsistent with any of the Alternative Rules or the Default Rules, this rule 6 will prevail to the extent of the inconsistency.

6.2 Signage and advertising

- (a) Subject to rule 6.2(c), an owner of a Commercial Unit may display (or permit to be displayed) signage or other advertising material within the insides and the boundaries of the relevant Commercial Unit which is visible from the outside of the Units Plan without the prior written authorisation of the Executive Committee.
- (b) Subject to rule 6.2(c), and notwithstanding rule 6.2(a), any signage which is intended to be erected on the common property (including the exterior walls of the Units Plan or the exterior face of any windows of the relevant Commercial Unit) is an alteration and default rule 1.4 applies.
- (c) All signage (whether internal or external to a Commercial Unit) must, in addition to any other requirements by authorities or law, comply with the Signage Plan.

6.3 Commercial waste

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Units are, at its cost, solely responsible for arranging for the periodic collection of all waste generated by the Commercial Units that is placed in the Commercial Bins with an appropriately qualified contractor; and

- (b) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.3(a);
 - (ii) the Owners Corporation will recover any costs under such contracts from the Commercial Units responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
 - (iii) the reference in the Schedule of Costs Split to the periodic collection of waste and periodic cleaning of the commercial waste room is to be read in connection with the obligations in this rule 6.3.

6.4 Common grease trap

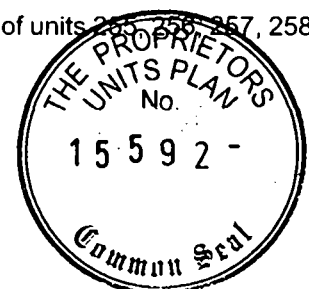
All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there is a grease trap available for the use of units 255, 256 and 257;
- (b) although each individual connection to the grease trap will not be metered, the actual usage of the grease trap by units 255, 256 and 257 will be determined by reference to the water usage as measured by the cold water meters for those units;
- (c) the owners of units 255, 256 and 257 are, at its cost, solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will, if requested to do so, enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.4(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256 and 257 to the extent responsible for those costs in the manner and proportions specified in the Schedule of Costs Split;
 - (iii) the reference in the Schedule of Costs Split to the cleaning, maintaining and periodic emptying of grease traps is to be read in connection with the obligations in this rule 6.4; and
 - (iv) the Owners Corporation makes no representation or warranty as to the fitness or suitability of the grease trap for the particular use intended by units 255, 256 and 257.

6.5 Commercial Toilets

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Toilets are designated for the exclusive use of units 255, 256, 257, 258 and 259;



- (b) a special privilege has been granted for the benefit of units 255, 256, 257, 258 and 259 in accordance with rule 4 and as detailed in the Schedule of Costs Split for the Commercial Toilets;
- (c) units 255, 256, 257, 258 and 259 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the Commercial Toilets (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.5(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256, 257, 258 and 259 responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the Commercial Toilets is to be read in connection with the obligations in this rule 6.5.

6.6 Commercial Kitchen Exhaust

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there are separate kitchen exhaust systems (including risers, ducts and fans) on the common property which are designated for the exclusive use of units 255, 256 and 257 respectively;
- (b) a special privilege has been granted for the benefit of units 255, 256 and 257 in accordance with rule 4 and as detailed in the Schedule of Costs Split;
- (c) units 255, 256 and 257 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the kitchen exhaust system which exclusively service the relevant unit (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the owner of units 255, 256 and 257 must enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.6(c) as required;
 - (ii) the Owners Corporation is not required to clean, maintain or repair any of the kitchen exhaust system in relation to these units; and
 - (iii) the owner of units 255, 256 and 257 indemnifies the Owners Corporation to the extent of any loss incurred by the Owners Corporation as a result of the failure of the owner of these units to comply with its obligations under rule 6.6(c);
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the kitchen exhaust system is to be read in connection with the obligations in this rule 6.6.



6.7 Heritage Pavilion Unit - Unit 261

The owner of the Heritage Unit acknowledges and agrees that:

- (a) the following documents have been prepared in relation to the Heritage Unit:
 - (i) West Portal Cafeteria - Heritage Management Plan dated 9 February 2022; and
 - (ii) the terms of the Crown Lease in relation to the West Portal Cafeteria (including those headed Cafeteria, Commonwealth Heritage Values, Heritage Management Plan and Heritage Register Listing,

(the Heritage Documents);
- (b) it has read, and is aware of the obligations contained in, the Heritage Documents;
- (c) it is solely responsible for all costs and expenses in complying with the obligations contained in the Heritage Documents, which, for the avoidance of doubt, include long term maintenance obligations as set out in those documents;
- (d) it indemnifies the Owners Corporation to the extent that the Owners Corporation incurs any loss as a result of the owner of the Heritage Unit failing to comply with its obligations under the Heritage Documents;
- (e) if the Heritage Unit is serviced by a grease trap then the Heritage Unit is solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (f) it will not, other than as provided for in this paragraph, place, store or leave any goods or materials on the terrace adjoining Unit 261 (whether or not it is a subsidiary of that unit) except for tables, chairs and external shade structures in accordance with the Heritage Documents and any required approvals;
- (g) all waste is to be placed in a suitable waste receptacle(s) and kept within the unit i.e. not stored in unit subsidiaries. Waste is to be transported directly from Unit 261 to the Commercial Waste Room bins by a path of travel external to the buildings i.e. waste is not to be transported through the basement or common areas within the buildings.



7. Common Property

7.1 Relationship to other rules

In the event that this rule 7 is inconsistent with any of the Alternative Rules or the Default Rules, this rule 7 will prevail to the extent of the inconsistency.

7.2 General

- (a) A unit owner or occupier of a unit must use all areas of common property in a safe manner and ensure that they comply with all ACT Health and Safety Legislative requirements when using the common area facilities.
- (b) A unit owner or occupier of a unit must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
- (c) A unit owner or occupier of a unit must not use common property areas, including corridors, stairwells, basement common areas and fire cupboards, to store personal possessions, such as, but not limited to, door mats, shoes, shoe racks or shopping trolleys. As per building code, unit entry doors and fire exits must have an unobstructed width of 1 metre.

7.3 Pool, Sauna, Steam Room and Gymnasium

- (a) Use of the pool, sauna, steam room and gymnasium area are open for 24-hour use, and is subject to rule Default Rules 1.7, 1.8, 1.9 and 1.10.
- (b) Gym equipment must be wiped down after every use.
- (c) Children must be supervised by a responsible adult when using the common area facilities.
- (d) Noise is to be kept at a reasonable level, to ensure minimal disturbance to others.
- (e) The following are not permitted within the pool, sauna, steam room and gymnasium.
 - (i) Throwing balls or any item that can be thrown (due to proximity to fire sprinklers)
 - (ii) No diving or jumping
 - (iii) No glass
 - (iv) Pets
- (f) Babies are to wear swim nappies when in the pool. It will be at the owner's cost if cleaning of the pool is required following any accidents within the pool.
- (g) Residents are to leave the pool, sauna and steam room clean and tidy after use.
- (h) Swimmers should be mindful of lap swimmers and allow free passage.

7.4 Security

- (a) A unit owner is to ensure that all bona fide guests are to be accompanied by a resident in the use of common property facilities.
- (b) A unit owner, occupier or user must take reasonable care to ensure that access to common areas is only available to bona fide occupiers of a unit, including by:
 - (i) reporting the loss of any security card or key or other security device, and



Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes

THE
GRIFFIN
PARKES



- (ii) ensuring that fire and security doors are locked or closed when they are not in use.
- (iii) Ensuring no copies are made of security card or key or other security device.
- (iv) A unit owner must pay for any additional or replacement security cards or keys or other security devices supplied by the Owners Corporation
- (c) If a unit owner leases or licenses the unit, there must be included a requirement in the lease or license that the lessee or licensee must return any security cards or keys or other security devices to the Owners Corporation when they vacate the unit.
- (d) The Owners Corporation may install and operate in the common property audio visual security cameras and other audio-visual surveillance or security equipment for the security of the building.
- (e) A unit owner, occupier or user must not interfere with any security camera or surveillance or security equipment or do anything which may prejudice the security or safety of the building.

7.5 Behaviour of owners, occupiers and invitees

- (a) A unit owner or occupier of a unit, or any invitee of an owner or occupier of a unit, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another unit or to any person lawfully using common property.
- (b) A unit owner or occupier of a unit must take all reasonable steps to ensure that invitees of the owner or occupiers –
 - (i) Do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another unit or any person lawfully using common property, and
 - (ii) (b) Without limiting paragraph (a), that invitees comply with clause (1).

7.6 Balconies

- (a) A unit owner, occupier or user may erect a portable clotheshorse or rack, which is not designed to be permanently attached to a wall, on a balcony. Where possible, the clotheshorse or rack should:
 - (i) Be positioned in a location where it is not visible from the outside of the building or from other units.
 - (ii) No higher than the balustrade handrail.
 - (iii) Not be left on the balcony overnight (due to safety concerns, e.g. winds).
- (b) A unit owner, occupier or user must not hang or display laundry, rugs, carpets, clothing, signage, or other items over the side of the balcony.
- (c) A unit owner, occupier or user must not store possessions not usually situated on a balcony, such as:
 - (i) Erect a screen, awning, pergola or other item on the balcony, so they are visible from outside the building, or from other units.
 - (ii) Feed, or in any way attempt to attract birds to or near a balcony or any part of the common property.

- (d) A unit owner, occupier or user must not:
- (i) Use braziers, firepits, or any open fires on balconies
 - (ii) Drop or throw objects from balconies.
- (e) A unit owner, occupier or user may be permitted to use gas BBQs and gas heaters where the manufacturer's ventilation requirements are met.
- (f) Painting of the balcony areas, including the concrete divider panels, is not permitted.
- (g) External blinds are permitted to be installed, following the alternation process and meeting the following criteria.
- (i) **Blind System** - Any type of mesh blind system. The system must have a head-box (cassette) into which the blind rolls, which can be either 'open' or 'closed'. No additional balcony posts are to be installed (excluded on aesthetic grounds) but blinds with side channels only are permitted where structurally appropriate (e.g. on 'Juliet' balconies). The blinds may be cranked manually or via an electric motor.
 - (ii) **Blind location** - To be attached to balcony ceiling, parallel to the windows/sliding doors, at any location but not outside the line of the balustrade glass (which would impact on common property and could raise structural issues), nor attached to the frames of windows and/or sliding doors (which could compromise waterproofing). Blinds (e.g. of the 'straight drop' type) located at the line of the balustrade glass could have two 'tie-down' locations, one at handrail level and attached to the glass and handrail supporting posts, and another at balcony floor level attached either to the supporting posts, to the concrete ledge to which the posts are fixed, or to the balcony tiles or the concrete floor below the tiles. Blinds close to the windows/sliding doors would have 'tie down' locations on the balcony tiles or the concrete floor below the tiles.
 - (iii) **Blind colours** - *Metal components*: cassette and bottom rail - Dulux Monument or, depending on the supplier, their equivalent to Dulux Monument
Mesh fabric: Dulux Black or, depending on the supplier, their equivalent to Dulux Black.
 - (iv) **Fabric type** - Mesh with 3% 'openness', flame retardancy to comply with the Building Code of Australia General requirements.
 - (v) The above specifications allow external blinds to be sourced from a range of domestic suppliers including Apollo, BMac, Regency Knights, Verosol and Watson Blinds, all of whom have visited The Griffin site and assessed viability for installation of external blinds on site.



7.7 Smoking

A unit owner, occupier or user must not:

- (a) Allow smoke from any cigarette, cigar or other product to enter another unit, including the balcony of that unit.
- (b) A unit owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, including vapes.
- (c) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the unit does not penetrate to the common property or any other unit.

7.8 Speed Limits & Parking

(a) **Speed Limits**

- (i) Drive in accordance with posted speed signage.

(b) **Resident Car Spaces**

- (i) Car spaces are designed for the parking of vehicles, motorbikes, and other forms of transport.
- (ii) Residents must ensure the car park is used and maintained in a manner that protects the health, safety, and security of the building and its residents. Residents must be mindful when using their carpark to ensure it does not attract pests.
- (iii) The Executive Committee may require residents to remove items stored in a carpark that poses a risk to health, safety, and security of the building and its residents.
- (iv) Vehicles and items within car spaces must remain within the boundary and must not cause obstruction or nuisance to another unit owner or occupier.

(c) **Visitor vehicle spaces**

- (i) A visitor or guest of a unit owner, occupier or user including visitors or guests of commercial units may use a visitor vehicle space on a short-term basis only.
- (ii) Staff/employees of commercial units may not use visitor parking spaces.
- (iii) The use of Visitor Parking is to be limited to 2-hours.
- (iv) Visitor Parking spaces are shown in **Annexure F**.



7.9 Storage Cages

The unit owner or occupier of a storage cage will:

- (a) Not, except with the prior written approval of the Owners Corporation, use or store in the storage cage any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material.
- (b) Be responsible for the repair of any damage caused to the storage cage, or any item of personal property stored within the storage cage.
- (c) Ensure the storage cage is kept clean and free of any rubbish and vermin.
- (d) Not store items beyond the boundaries of the storage cage, including on top of cages.

7.10 Short Term Rentals

A unit owner, occupier or user must:

- (i) Register a unit which is being used for the purposes of a short-term rental arrangement with the Manager of the Owners Corporation.
- (ii) Not affix lock boxes to any part of the common property or external structures.

7.11 Disposal of waste

- (a) The Residential Bins are for the sole use of the Residential Units and under no circumstances may an owner, occupier and user of a Commercial Unit store any waste in, or otherwise use, any of the Residential Bins; and
- (b) The Commercial Bins are for the sole use of the Commercial Units and under no circumstances may an owner, occupier and user of a Residential Unit store any waste in, or otherwise use, any of the Commercial Bins.
- (c) A unit owner or occupier of a unit must not deposit or throw on the common property any rubbish, household items, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- (d) An owner or occupier of a unit must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (e) A unit owner or occupier must comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property.
- (f) The Owners Corporation may give directions for the purposes of this rule by posting signs on the common property with instructions on the handling of waste that are consistent with ACT Government requirements or giving notices in writing to owners or occupiers of units.
- (g) Large items, including but not limited to, large cardboard boxes, household items, and furniture, is the responsibility of the unit owner or occupier of a unit to appropriately dispose of at a recycling centre or waste facility.
- (h) In this rule –
 - (i) "bin" includes any receptacle for waste.
 - (ii) "waste" includes garbage and recyclable material.



8. Moves In/Out of Unit

8.1 Notice

- (a) A unit owner, occupier or user must provide the Manager of the Owners Corporation with three business days' notice of persons moving in or out of a unit or receiving electrical or large household goods, so that appropriate protection materials can be provided for common property.
- (b) Moving times are restricted to 7.00am-5.00pm Monday to Friday; and Saturday and Sunday 8.00am-5.00pm only, unless approval is provided by the Manager of the Owners Corporation.
- (c) A lift key to lock the doors into place can be arranged through the Manager of the Owners Corporation. Additional charges may be incurred by the unit owner, occupier or user should the key not be returned.

8.2 Protection Materials

- (a) The Owners Corporation shall provide protection materials (such as internal coverings of lift interiors) for common property for use by removalists and persons moving in or out of a unit.
- (b) Where protection materials are not in place prior to the move, charges will be sent to a unit owner, occupier or user to have them installed during the move.
- (c) Unit owners, occupiers or users shall ensure that removalists and persons moving in or out of a unit utilise protection materials when moving possessions through the common property.

8.3 Damage

- (a) Any damage caused to common property by the unit owner, occupier or user and removalists must be repaired at the unit owner's cost.

Examples:

- Damage to lifts, common areas, verges



Annexure A - Default Rules

(as provided in Schedule 1 of the Unit Titles (Management) Regulation 2011 as of 1 November 2020)

1.1 Definitions—default rules

(1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in these rules has the same meaning as in the Unit Titles (Management) Act 2011.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the executive committee; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

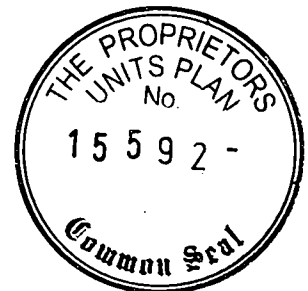
(3) However, if the structure is sustainability infrastructure, the Owners Corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld:

- external appearance of a unit or the units plan



**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

1.5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the Owners Corporation, in writing, that the animal is being kept within the unit.



1.6 Assistance animals

The Owners Corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

1.10 Noise

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the Owners Corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the Owners Corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12(4).



Annexure B - Schedule of Costs Split

Description of cost / expense	Responsible Units	Methodology of split between Responsible Units	
		Commercial Unit	Percentage
Periodic collection of waste in commercial waste receptacles including service, maintenance and replacement of waste compactor (refer to rule 6.3)	Commercial Units (i.e. units 255-261)	255	22.50%
		256	8.89%
		257	8.53%
		258	1.75%
		259	1.60%
		260	1.75%
		261 (Heritage Unit)	54.98%
Cleaning, maintaining and periodic emptying of common grease trap (refer to rule 6.4)	Units 255, 256 and 257 provided that the unit is actually connected to the grease trap	Based on proportion of water consumption as measured by cold water meter	
Cleaning, maintaining and periodic emptying of unit 261 grease trap (refer to rule 6.7(e))	Unit 261	Unit 261 to pay all costs	
Cleaning, maintenance and repair of Commercial Toilets (refer to rule 6.5)	Units 255, 256, 257, 258 and 259	Based on proportion of unit entitlements of relevant commercial units	
Cleaning, maintenance and repair of commercial kitchen exhaust system (including the rise, ducting and fans) (refer to rule 6.6)	Units 255, 256 and 257	Each unit to be responsible for the cleaning, maintenance and repair of the kitchen exhaust system which exclusively services that unit	



Annexure C - Schedule of Special Privileges

Unit	Special privilege	Maintenance and repair
Commercial Units (all)	Signage on common property (location and size of signs to be approved by Executive Committee prior to affixation or drilling into walls)	Periodic maintenance and repair of signage to be undertaken by relevant Commercial Unit owner
Commercial Units (Unit 255, 256, 257, 258 and 259)	Exclusive use of Commercial Toilets for units 255, 256, 257, 258 and 259 for owners, occupiers and users of units 255, 256, 257, 258, and 259 (including customers, patrons and invitees)	Regular cleaning, maintenance and repair of Commercial Toilets for units 255, 256, 257, 258, and 259 to be undertaken by owners of units 255, 256, 257, 258, and 259 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of kitchen exhaust system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of kitchen exhaust system (including the riser, ducting and fans) to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of the grease trap system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of grease trap to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Heritage Unit (Unit 261)	Exclusive use of the grease trap system located on common property for unit 261	Regular cleaning, maintenance and repair of grease trap to be undertaken by unit 261 (refer to Annexure B)



Annexure D - Signage Plan

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CAR PARK

EXISTING CARPARK (FUTURE STAGE 2)

HERITAGE BUILDING

Boundary

Boundary

FROM WEST BOUNDARY

29M SETBACK FROM NORTH BOUNDARY

24M SETBACK FROM NORTH BOUNDARY

2M SETBACK FROM KERBSIDE

21M SETBACK FROM NORTH BOUNDARY

11M SETBACK FROM WEST BOUNDARY

22M SETBACK FROM WEST BOUNDARY

29M SETBACK FROM NORTH BOUNDARY

30M SETBACK FROM NORTH BOUNDARY

15.7M SETBACK FROM WEST BOUNDARY

41M SETBACK FROM NORTH BOUNDARY

41M SETBACK FROM NORTH BOUNDARY

41M SETBACK FROM NORTH BOUNDARY

BUILDING K

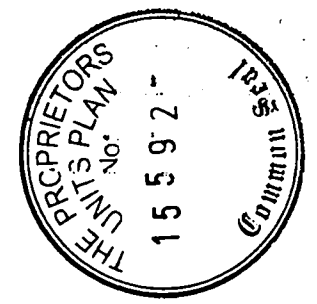
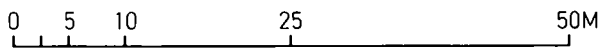
BUILDING O

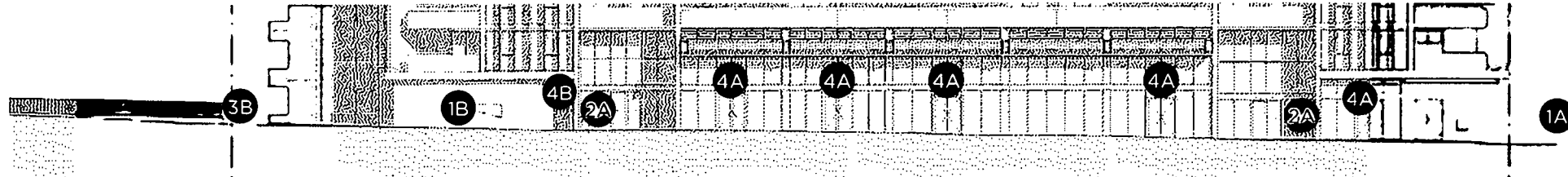
0.5M SETBACK FROM SOUTH BOUNDARY

2M SETBACK FROM SOUTH BOUNDARY

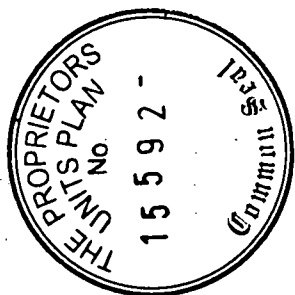
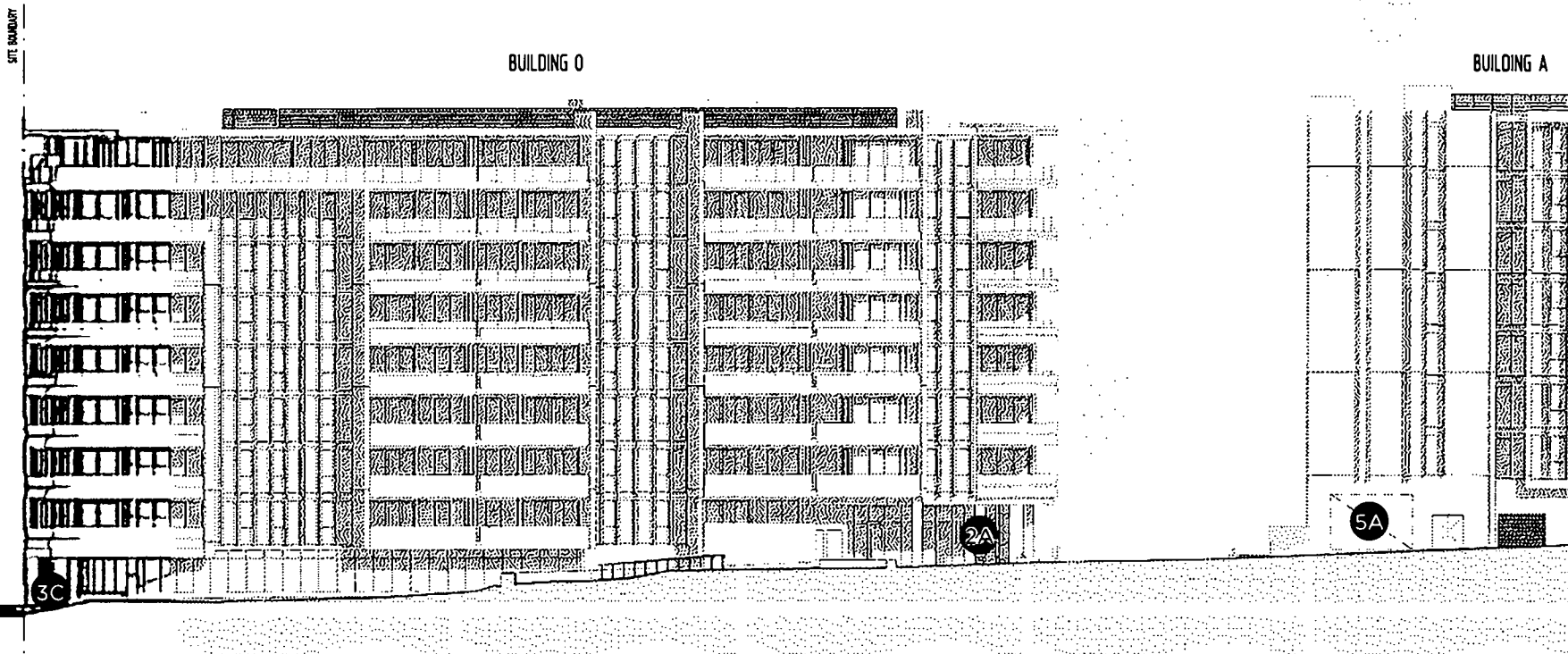
2M, OUTSIDE SOUTH BOUNDARY

Parkes Way



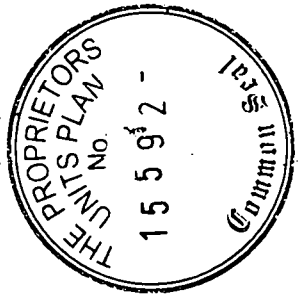
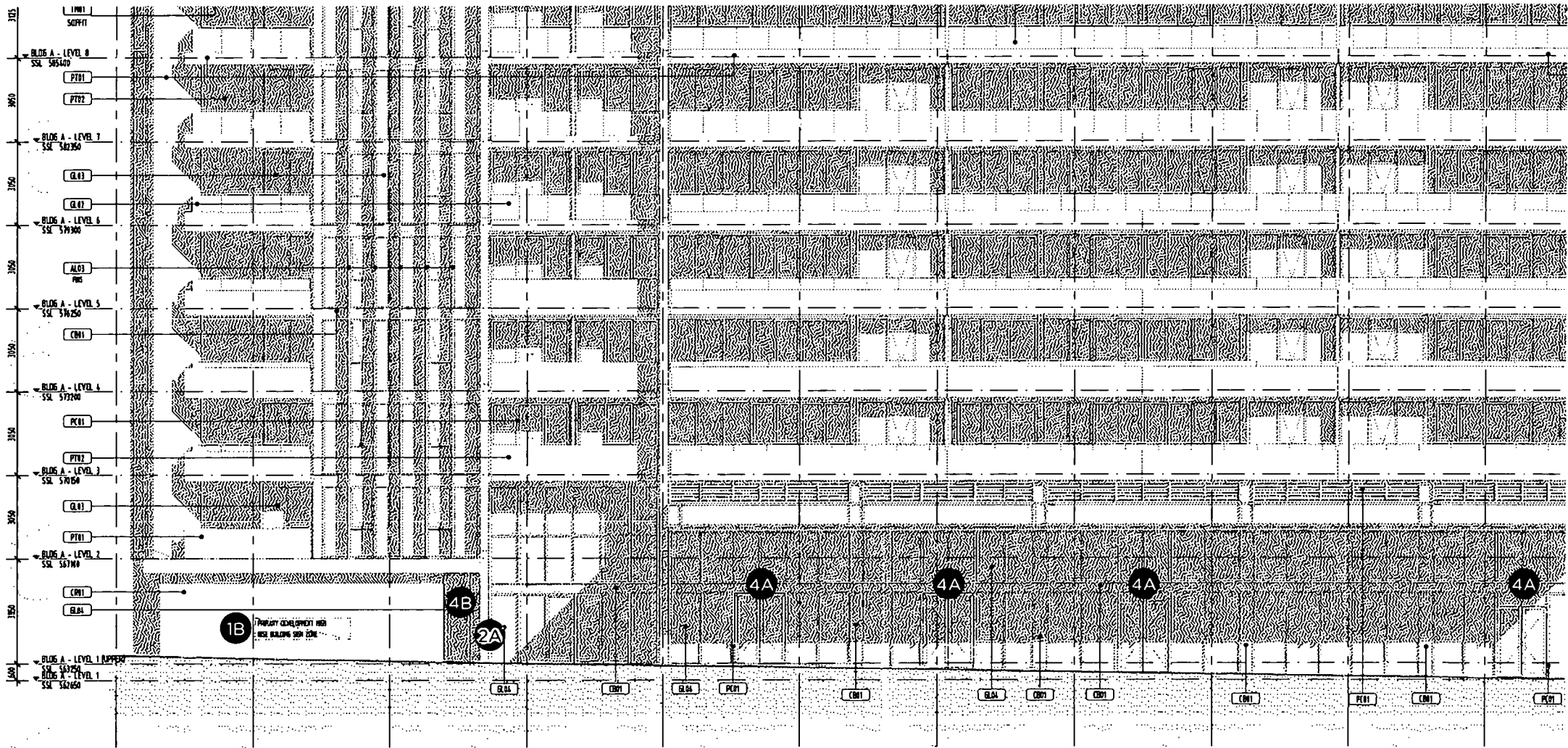


1 OVERALL NORTH ELEVATION
SCALE 1:200

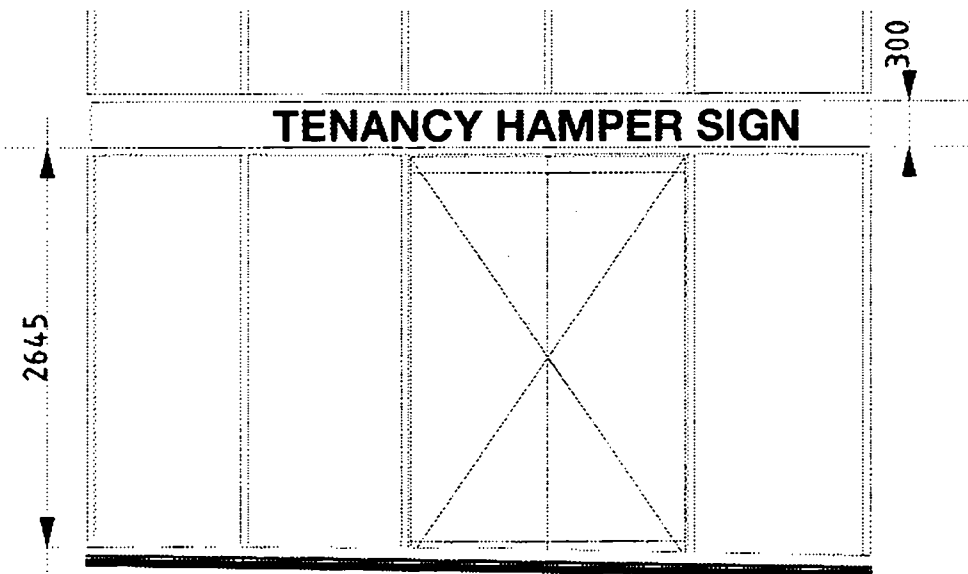


2 OVERALL EAST ELEVATION
SCALE 1:200

- | | | | |
|--|---|--|------------------------|
| ● DEVELOPMENT ENTRY SIGNAGE | ● BUILDING ENTRY & DIRECTIONAL SIGNAGE | ● GENERAL WAYFINDING SIGNAGE | ● COMMERCIAL TEN |
| 1A Primary Development Entry Information Sign | 2A Building Entry Information Sign | 3A Visitor Parking Information Sign | 4A Tenancy Hamper Sign |
| 1B Primary Development High Rise Building Sign | 2B Vehicle Directional Information Sign | 3B Primary General Wayfinding Information Sign | 4B Window Sign |
| | | 3C Secondary General Wayfinding Information Sign | |



- DEVELOPMENT ENTRY SIGNAGE
- BUILDING ENTRY & DIRECTIONAL SIGNAGE
- GENERAL WAYFINDING SIGNAGE
- COMMERCIAL TEN
- 1A Primary Development Entry Information Sign
- 2A Building Entry Information Sign
- 3A Visitor Parking Information Sign
- 4A Tenancy Hamper Sign
- 1B Primary Development High Rise Building Sign
- 2B Vehicle Directional Information Sign
- 3B Primary General Wayfinding Information Sign
- 4B Window Sign
- 3C Secondary General Wayfinding Information Sign



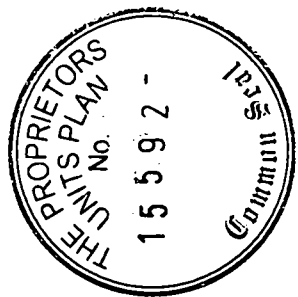
COMMERCIAL TENANCY SIGNAGE

4A Tenancy Hamper Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of '*Signage General Code*'
- Sign to be illuminated - light spill to be managed
- Wording to include:
 - Tenancy Logo / Information
- Materials:
 - TBC - colour to match Architectural selections

4B Tenancy Window Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of '*Signage General Code*'
- Maximum surface area of sign: 25% of the area of the glass panel or panels on which it is displayed

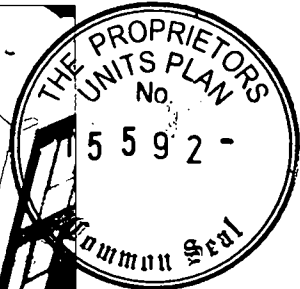
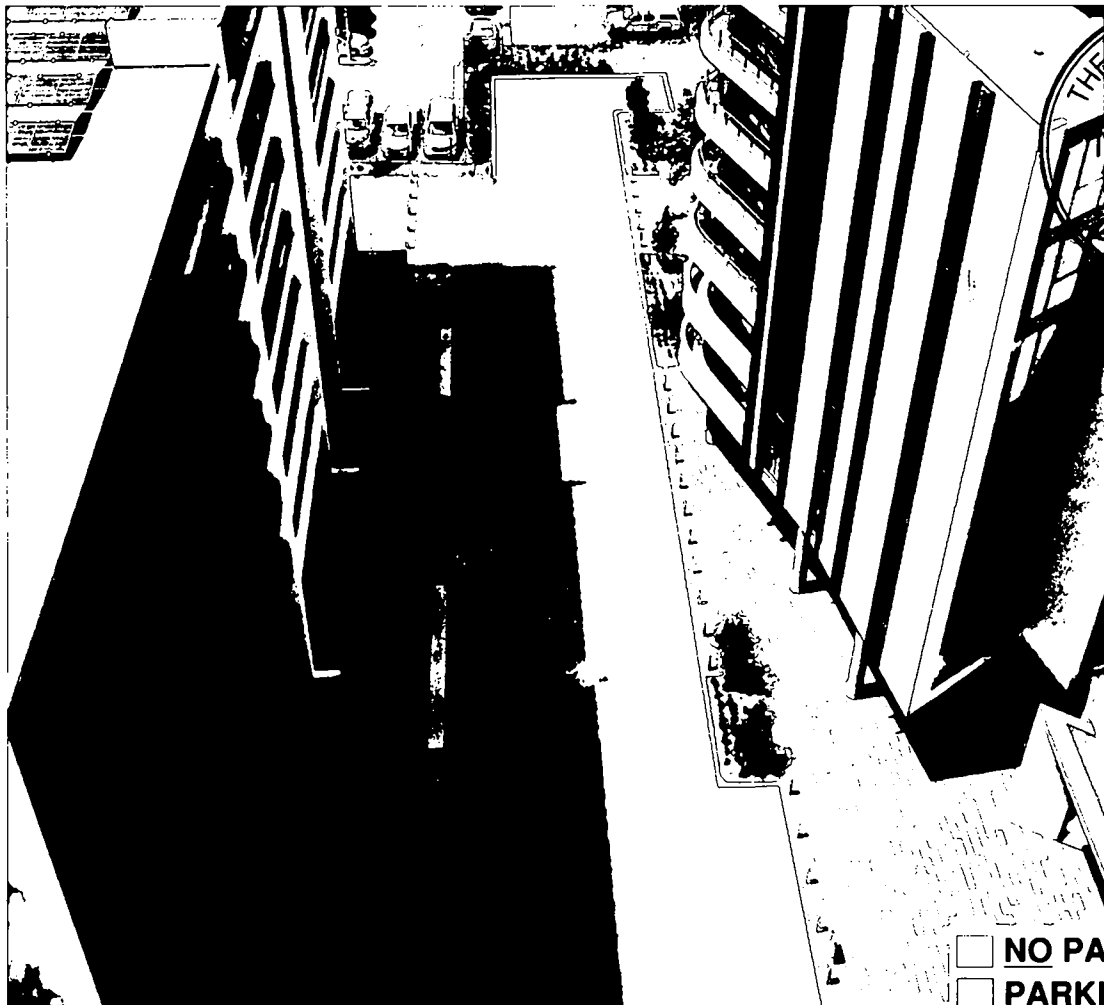
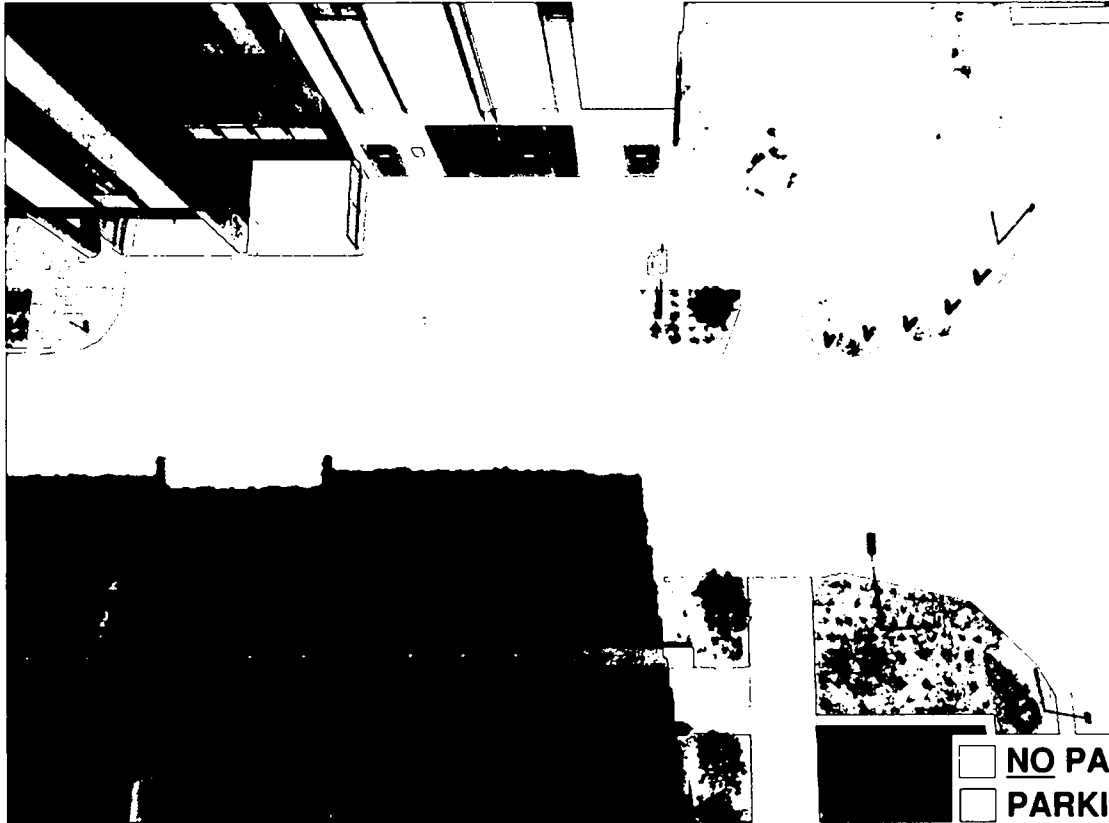


Annexure F – Parking Map



Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes

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THE
GRIFFIN
PARKES





Access Canberra



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SPECIAL RESOLUTION BY OWNERS CORPORATION

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Civium	administrators@civium.com.au	6162 0681

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
3014:183 3014:467	PARKES	3	15	15592

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

Alternative Rules

SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

~~* The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his/her or its Administrator or attorney.~~

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

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

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

Signed By: *Angelina Anderson*

<Name of certifying party> ANGELINA BARBETTE ANDERSON
 <Capacity of certifying party>

Kody Donnelly
 Witnessed
 Strata associate

for: <Company name> Civium property Group
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	PE	Registration Date	21/12/2023

VOI Category 2 Filed

**MINUTES OF THE
ANNUAL GENERAL MEETING 2023**

OWNERS UNIT PLAN - 15592

**The Griffin
44 Constitution Avenue
PARKES ACT 2600**

Held on :

Monday, 13 November 2023 05:00 PM

Held at :

**City Hellenic Club – Poseidon Room
13 Moore Street Canberra ACT 2601**



MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN The Griffin 15592

Held Monday, 13 November 2023 5:00 PM at
City Hellenic Club – Poseidon Room
13 Moore Street Canberra ACT 2601

Present

Alistair Cohen, Andrew McCray, Anne-Maree Campbell, Bridget Roginic, Damian Styles, David Nissen, David & Cheryl Bush, David Leslie & Patricia Berman, Douglas Stewart & Pi-Chin Kao, Eamon Byrnes, Heather Grainger, Henricus Tys, Jaimie MacQuillan & Sebastian Ward, Jamie Cottrell, Joyce Hung, Julie Chambers, Karina Turner, Katrina Gmach & Alistair Gilmour, Kenneth Khoo, Kimberley Chalmers, Lauren Kasperek, Lauren Hogan, Linc Thurecht & Alisa Lawrence, Margaret McComb, Maria Toohey, Michael Tarzia, Patricia McDonald, Phillip & Samantha Beattie, Reinaldo Pereira & Marcia Pereira, Robert & Danice Duffield, Ronald Richards & Caroline Richards, Rowan & Jenny Williams, Rowan John & Jenny Margaret Williams, Sandra Bauerle, Sarah Russell-Farnham, Shane & Leigh Byrne, Shona & Michael Stankiewicz, Skye Miller, Stephen Arnott, Stephen Richards & Clare Poprawski, Sumit Kundu, Sungmin Kim, Tavalea Nilon, Thomas Foster, Vanessa Ganley, Wenona Campbell, William Kerry & Christine Mummery, Rochelle Fox

Civium Rep(s)

Gareth Halverson (Civium Strata), Monique Bosma (Civium Strata)

Proxies

Maria Toohey for Heidi McLennan, John Gillies for Nicholas Gillies, Lauren Kasperek for Liam Jacob, Alistair Cohen for Kibris Investments Pty Ltd , Alistair Cohen for Margaret Crouch, Lauren Kasperek for Mr Michael D'Elboux, Alistair Cohen for Geraldine Clisby & Jeffery Bateson, Alistair Cohen for Li Li Holl, Lauren Kasperek for Ashleigh Simpson

Apologies

Pauleen & Brian Fell, Michelle Pereira

Voting Papers

Jane & Mark Bramley, Jacqueline Day & Jace Sargent, Caitlin Johnstone, Anthony Rochester & Lisa Williams

Other Attendees

None

CFM

Alex Boundy (Civium Facilities Management), Rahul Chamlagain (Civium Facilities Management), Zoe Swift (Civium Facilities Management)

Chairperson

Alistair Cohen



Meeting Opened 5:30pm

Reduced Quorum Meeting

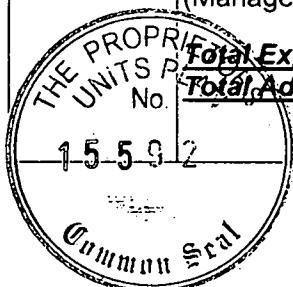
MOTION	Motion for consideration
	<p>Proceedings of Meeting</p> <ul style="list-style-type: none">• Proxies and absentee votes were declared.• A reduced quorum meeting was declared. A Q&A session was held for 30 minutes before formally opening the meeting at 5:30pm. Enclosed is a copy of the Q&A's discussed.• It was noted that all unit owner's present are financial.• Alistair Cohen appointed Chairperson for the meeting, as existing EC Chairperson.
1	<p>Minutes (ORDINARY RESOLUTION)</p> <p>RESOLVED that the minutes of the previous General Meeting of the Owners Corporation, held on 26/09/2023, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">Motion Carried</p>
2	<p>Insurance Renewal (ORDINARY RESOLUTION)</p> <p>a) RESOLVED that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and</p> <p>b) RESOLVED that the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.</p> <p><u>Current Policy:</u></p> <p>Insurer: CHU Underwriting Agencies Pty Ltd</p> <p>Building Sum Insured (BSI): \$106,050,000</p> <p>Policy Expiry: 06/06/2024</p> <p style="text-align: right;">Motion Carried</p>
3	<p>Insurance Valuation (ORDINARY RESOLUTION)</p> <p>RESOLVED that the property of the Owners Corporation be re-valued for insurance purposes and that the Strata Managing Agent adjust the building sum insured in accordance with the valuation.</p> <p style="text-align: right;">Motion Carried</p>
4	<p>Insurance Claims (ACKNOWLEDGEMENT)</p> <p>The Owners Corporation noted there are no current open insurance claims.</p> <p style="text-align: right;">Motion Acknowledged</p>



5	<p>Election of Executive Committee (ORDINARY RESOLUTION)</p> <p>1. RESOLVED that the number of members of the executive committee be determined at 7 persons, including:</p> <p>LOT: OWNER NAME: 29 Ronald Richards 41 Phillip Beattie 55 Alistair Cohen 97 Lauren Kasparek 103 Patricia McDonald 219 Sumit Kundu 229 Vanessa Ganley</p> <p>2. RESOLVED that the Executive Committee will consider the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers at the first Executive Committee Meeting.</p> <p style="text-align: right;">Motion Carried</p>
6	<p>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</p> <p>RESOLVED that the financial statement of accounts for the financial year ending 6/10/2023 be adopted.</p> <p style="text-align: right;">Motion Carried</p>
7	<p>Appointment of Auditor (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation appoint an auditor to audit the financial accounts for the closing financial period of the Owners Corporation to the Australian Auditor Standards, and acknowledged the latest report which was enclosed within the meeting agenda.</p> <p style="text-align: right;">Motion Carried</p>
8	<p>Financial Year Change (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation change the Financial Year of the complex from the period 07/10/2023 - 06/10/2024 to a new Financial Year period being 01/10/2023 - 30/09/2024.</p> <p style="text-align: right;">Motion Carried</p>
9	<p>Maintenance Plan (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation obtain a Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p><i>NOTE: The Maintenance Plan outlines the routine maintenance essential for common property assets and provides a schedule and frequency of required maintenance. It directly correlates with the Sinking Fund Plan, specifying the lifespan of all assets and indicating when replacements will be necessary.</i></p> <p style="text-align: right;">Motion Carried</p>
10	<p>Maintenance Issues (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation consider any open or new Common Property maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p>It was noted that there are no open common property maintenance issues.</p> <ul style="list-style-type: none"> • Owners were reminded to promptly email Civium with any common property maintenance issues. • The executive committee has approved contracts for preventative maintenance.



	<ul style="list-style-type: none"> • Carpet cleaning and pool maintenance will be discussed by the incoming executive committee. • It was noted that window cleaning, for all inaccessible windows, is budgeted for two services per year. <p style="text-align: right;">Motion Carried</p>
11	<p>Fire Safety Review (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p><i>NOTE: It was noted that any Owners with disability or accessibility issues should make themselves known to the Concierge/Building Management team so that it can be reflected on the FIP in case of an emergency.</i></p> <p style="text-align: right;">Motion Carried</p>
12	<p>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation considers any Common Property physical building structural defects.</p> <ul style="list-style-type: none"> • Peak Consulting Defect Reports have been circulated to all Owners. • Civium and the executive committee are working with the builder to rectify the defects stipulated within these reports. • It was noted that the building defects stem from construction related-issues, whereas maintenance issues encompass general wear and tear, as well as servicing of assets. <p style="text-align: right;">Motion Carried</p>
13	<p>Access Control Upgrades (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation approve the installation of swipe access outside the lifts in the basement to deter unauthorised individuals from entering the basement and using the elevator to exit the building. This will act as a two-step authentication to the lifts, for an enhanced security measure.</p> <p><i>NOTE: The quote from 'SPE' for the proposed works was provided for the purposes of budgeting, and it was noted that additional quotes will be obtained and considered by the executive committee.</i></p> <p style="text-align: right;">Motion Carried</p>
14	<p>Sinking Fund Plan Adoption (ORDINARY RESOLUTION)</p> <p>RESOLVED that the Owners Corporation adopt the professional 15-Year Sinking Fund Plan, as arranged by the Managing Agent on instruction following the previous AGM.</p> <p><i>NOTE: The Sinking Fund will be reviewed every 5 years.</i></p> <p style="text-align: right;">Motion Carried</p>
15	<p>Budget (ORDINARY RESOLUTION)</p> <p>RESOLVED that contributions be determined by the Owners Corporation:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p>Total Expenditure \$1,026,153.00 ex GST Total Administrative Fund Income \$866,153.00 ex GST</p>



b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$724,388.00 ex GST

Total Sinking Fund Income \$724,388.00 ex GST

c. To the Sinking Fund a Special Purpose Fund for Access Control Upgrade in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

Total Expenditure \$49,871.00 ex GST

Total Sinking Fund Income \$49,871.00 ex GST

d. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be

1st instalment 01/01/2024

2nd instalment 01/03/2024

3rd instalment 01/05/2024

4th instalment 01/07/2024

e. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.

NOTE: Taking into account the recently approved special levy, \$160,000.00 ex GST has been deducted from the Admin Fund income. The levies will be payable every two months, due to timing discrepancies, and will return to a quarterly payment schedule in 2024-2025.

Secretarial Note: If any owner prefers to pay their levies in different installments, please contact levies@civium.com.au to coordinate a suitable payment plan.

Motion Carried

16

Amendment to Alternative Rule 6.5 (SPECIAL RESOLUTION)

RESOLVED by Special Resolution that the Owners Corporation amend Alternative Rule 6.5, and related areas of Annexure B and C, to include Unit 259 into the Commercial Toilet Special Privilege, as follows:

6.5 Commercial Toilets

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

(a) the Commercial Toilets are designated for the exclusive use of units 255, 256, 257, 258 and 259;

(b) a special privilege has been granted for the benefit of units 255, 256, 257, 258 and 259 in accordance with rule 4 and as detailed in the Schedule of Costs Split for the Commercial Toilets;

(c) units 255, 256, 257, 258 and 259 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the Commercial Toilets (details of which are set out in the Schedule of Special Privileges);

(d) for the avoidance of doubt:

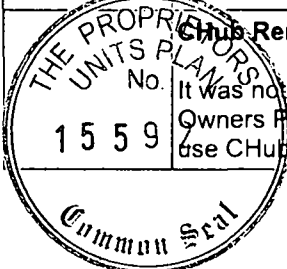
(i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.5(c);

(ii) the Owners Corporation will recover any costs under such contracts from units 255,



	<p>256, 257, 258 and 259 responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and</p> <p>(e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the Commercial Toilets is to be read in connection with the obligations in this rule 6.5.</p> <p style="text-align: right;">Motion Carried</p>
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	<p>General Business</p>
	<p>Update on the provision for additional electric vehicle chargers to be installed</p> <p>The Electric Vehicle initiative progressed through an Expression of Interest (EOI) process with owners interested in installing a charger that did not have one installed from construction as a variation of sale. The EOI garnered interest from 52 owners, leading to Civium's collaboration with SPE, the installer from the construction phase. The design phase is underway, proposing a system with an estimated cost of around \$500k, which would be payable by the owners that opt in. The Griffin is at the upper limit of capability so any system installed will be a trickle-charge type, utilising grid resources. The idea of a communal charger has been discussed, however there are concerns about using visitor car spaces and the need for fast charger installations to avoid prolonged parking in these spaces. Budgeting considerations are imminent, and ongoing follow-ups will be conducted to relay updates to the executive committee.</p>
	<p>Update on the water leaks and repairs to resultant damage</p> <p>Regarding the water leaks in Building O, the issue was identified as faulty meters installed by Energy Trade, which have been replaced. The source of the leaks was pinpointed to a pipe conjunction in the union where it meets the hot water main, located in the hallway above the unit door. Damaged carpets in common areas have been replaced.</p>
	<p>Building security improvements</p> <p>A Sub-Committee has been established to focus on security matters. Owners are encouraged to share any concerns with Civium to be discussed by the Sub-Committee. Documentation is being developed to clarify responsibilities for security, including residents, the Owners Corporation and Civium. A community assessment by the police is scheduled, and a presentation for owners will be arranged shortly. Security measures are under review, including the repositioning and additional placement of cameras for improved visibility and evidentiary support for police. There was a suggestion to install an alarm system for the fire stair as an added deterrent.</p>
	<p>Best way of communicating with the Executive Committee</p> <p>Owners are encouraged to utilise CHub to communicate with the executive committee. The CHub side bar provides a direct link to communicate with each committee member. Owners can also contact Civium, who will liaise with the executive committee. While Facebook is available, this is not considered a formal communication channel.</p>
	<p>Installation of balcony blinds</p> <p>Approval has been sought from the National Capital Authority (NCA) for the installation of exterior blinds to balconies. A set of specifications, authorised by the NCA, will be proposed as part of the alternate rules to ensure conformity. In the interim, applications for the installation of exterior blinds must be sent to Civium for executive committee approval.</p>

	<p>CHub Reminder</p> <p>It was noted that Owners should familiarise themselves with the functionality of the Online Owners Portal, Chub. There is now an Online Training Centre with instructional videos on how to use CHub to source information and make requests.</p>
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There being no further business the chairperson declared the meeting closed at 7:00PM
Dated: 13 November 2023
Issued by Civium Property Group for and on behalf of the Owners Corporation.



NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 15592

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made

13/11/2023

A3 Reduced quorum decisions

[If there is insufficient space here, tick and attach details to the notice]

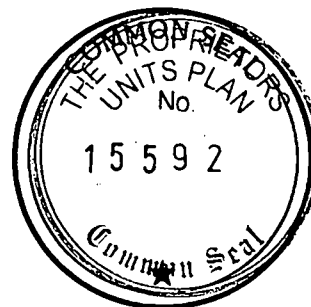
Date of decision	Full text of reduced quorum decision
13/11/2023	As attached

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details shown in the records of the owners corporation.

DATE: 16/11/2023

[Affix owners corporation seal in accordance with the corporation articles]



The Owners - Unit Plan
No 15592

† In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A *reduced quorum decision* is a decision of a general meeting of the owners corporation made while a quorum (a *reduced quorum*) smaller than a *standard quorum* was present.
- A *standard quorum* is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of *reduced quorum decision*, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a *standard quorum* for the motion (see above) is not present a reduced quorum decision may be made if a *reduced quorum* (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a *reduced quorum* means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a *standard quorum* for the motion (see above) nor a *reduced quorum* (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a *reduced quorum* made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also *reduced quorum decisions* (UTA s 3.9 (6) (a), part 3.1, schedule 3).

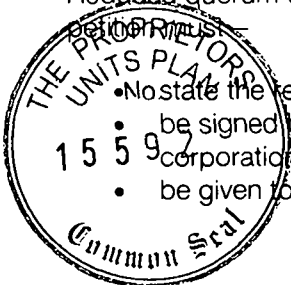
B2 When does a reduced quorum decision take effect?

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 How may reduced quorum decisions be disallowed?

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3). The

- No state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).



B4 How may reduced quorum decisions be confirmed?

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 How may reduced quorum decisions be revoked?

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).





**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**



As passed by the Owners Corporation on 13 November 2023 in accordance with the Unit Titles (Management) Act 2011 (ACT)

Schedule

Strata Manager: Civium Strata Contact
Name: Monique Bosma
Contact information: T: 1300 724 256 E: clientservices@civiumstrata.com.au

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1. Definitions and Interpretation

1.1 Definitions

In these Alternative Rules:

Alternative Rules means these alternative rules and excludes the Default Rules.

Commercial Toilets means the toilets located on the common property as shown on the plan at Annexure E.

Commercial Units means units 255-261.

Default Rules has the meaning given to that term in the UTMA, a copy of which is annexed to these Alternative Rules at Annexure A as at the time these Alternative Rules are passed by the Owners Corporation.

Executive Committee means the executive committee of the Units Plan.

Heritage Unit means unit 261 which, for the avoidance of doubt, is a Commercial Unit.

Owners Corporation means the owners corporation of the Units Plan.

Residential Units means units 1-254.

Schedule of Costs Split means the schedule at Annexure B of these Alternative Rules.

Schedule of Special Privileges means the schedule at Annexure C of these Alternative Rules.

Signage Plan means the document titled "Signage Intent Plan" at Annexure D of these Alternative Rules.

Units Plan means Units Plan No. 15592.

UTMA means the Unit Titles (Management) Act 2011.

1.2 UTMA definitions

Any word used in these Alternative Rules which is defined in the UTMA has the meaning given in the UTMA.

2. Matters affecting the applicability of Alternative Rules

2.1 Relationship with Default Rules

- (a) The rules of the Owners Corporation are comprised of the Default Rules as supplemented to or amended to by these Alternative Rules.
- (b) In the event that any of these Alternative Rules are inconsistent with the Default Rules, these Alternative Rules prevail to the extent of the inconsistency.



2.2 Authorisation by Owners Corporation

If an act or omission of an owner, occupier or user of a unit would constitute a breach of these Alternative Rules or the Default Rules, provided that:

- (a) the Owners Corporation have authorised the relevant act or omission in accordance with the UTMA (including any special privileges in accordance with rule 4);
- (b) the Owners Corporation have recorded the relevant authorisation in the minutes of a general meeting of the Owners Corporation; and
- (c) any other applicable approvals under any other legislation have been obtained, the act or omission is not a breach of these Alternative Rules or the Default Rules.

3. Payment of shared costs

3.1 Intention

The Owners Corporation acknowledges and agrees that:

- (a) the Units Plan is a mixed use development consisting of a residential component and a commercial component; and
- (b) the intention of this rule is to set out the principles in relation to which certain categories of costs are to be determined to be paid by a particular class of unit owners.

3.2 Schedule of Costs Split

- (a) The Schedule of Costs Split is annexed to these Alternative Rules at Annexure B.
- (b) To the extent that a particular item in the first column of the Schedule of Costs Split specifies a "Responsible Unit" in the second column, those "Responsible Units" must pay such any costs or expenses associated with that item as calculated in accordance with the methodology set out in the third column.

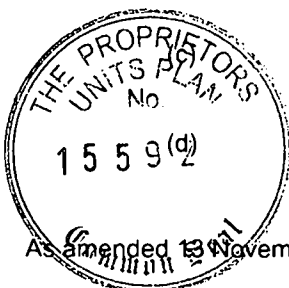
3.3 Amendments to Schedule of Costs Split

Any amendment to the Schedule of Costs Split must, in accordance with section 78 of the UTMA, be authorised by a special resolution of the Owners Corporation.

3.4 Fairness of contribution methods

The Owners Corporation acknowledges and agrees that the contribution method set out in these Alternative Rules are fair and have taken into account:

- (a) the structure of the Units Plan;
- (b) the nature of the buildings that are part of the units or common property of the Units Plan, including the features and character of the units and common property;
- (c) the purposes for which units are used including the likely impact of that use on the common property; and
- (d) the extent to which the method imposes a burden on a unit that is commensurate with the use of that unit.



4. Special privilege

4.1 Grant of special privilege

The Owners Corporation may, by way of special resolution and otherwise in accordance with the UTMA, grant a special privilege to an owner, occupier or user of a unit permitting the use of a part of the common property in a manner that is additional to, or restrictive of, the rights of other people who are not granted the special privilege to use the relevant part of the common property.

4.2 Recording the details of a special privilege

Any special privilege granted by the Owners Corporation must be recorded on the Schedule of Special Privileges and specify the following:

- (a) the unit or units, the owner, occupier or user of which is to have the benefit of the special privilege;
- (b) a description of the area of the common property in relation to which the special privilege applies; and
- (c) the party who is responsible for cleaning, maintaining and repairing the area to which the special privilege applies and the type and frequency of cleaning, maintenance or repair to be undertaken.

4.3 Maintenance of special privilege areas

- (a) The party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies must, at its own cost, undertake the type and frequency of clean, maintenance and repairs specified in the Schedule of Special Privileges.
- (b) If the party specified in the Schedule of Special Privileges to clean, maintain and repair the area of the common property to which the special privilege applies is not the Owners Corporation, nothing prevents that party and the Owners Corporation from entering into an agreement pursuant to section 29 of the UTMA for the Owners Corporation to undertake the relevant cleaning, maintenance and repair in consideration for an agreed cost to be paid by that party.

4.4 General obligations

In addition to the specified maintenance obligations, the following obligations apply to a party granted a special privilege in accordance with this rule 4.4:

- (a) where there will be the consumption of any services or utilities on the area to which the special privilege applies, it must:
 - (i) ensure that the consumption of each service or utility is capable of being measured (whether by meters or otherwise); and
 - (ii) pay the consumption costs of any services or utilities which are consumed on the area to which the special privilege applies;

it must obtain any relevant approval or consents which may be necessary from any authority in relation to its use of the area to which the special privilege applies; and

it must otherwise comply with the requirements of all laws and authorities.



5. Waste

5.1 Shared waste room

The Units Plan has a shared waste room in which there will be dedicated waste receptacles for the Residential Units (**Residential Bins**) and the Commercial Units (**Commercial Bins**) respectively.

5.2 Use of waste room by owners, occupiers and users

The owner, occupier and user of each unit in the Units Plan acknowledge and agree that

- (a) the Residential Bins are for the sole use of the Residential Units and under no circumstances may an owner, occupier and user of a Commercial Unit store any waste in, or otherwise use, any of the Residential Bins; and
- (b) the Commercial Bins are for the sole use of the Commercial Units and under no circumstances may an owner, occupier and user of a Residential Unit store any waste in, or otherwise use, any of the Commercial Bins.

5.3 Disposal of waste

- (a) The disposal of waste in Residential Bins will be the responsibility of the Owners Corporation.
- (b) The disposal of waste in Commercial Bins will be the responsibility of the Commercial Units in accordance with rule 6.3.

6. Commercial Units

6.1 Relationship to other rules

In the event that this rule 6 is inconsistent with any of the Alternative Rules or the Default Rules, this rule 6 will prevail to the extent of the inconsistency.

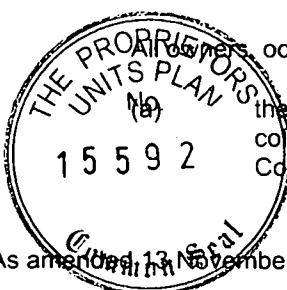
6.2 Signage and advertising

- (a) Subject to rule 6.2(c), an owner of a Commercial Unit may display (or permit to be displayed) signage or other advertising material within the insides and the boundaries of the relevant Commercial Unit which is visible from the outside of the Units Plan without the prior written authorisation of the Executive Committee.
- (b) Subject to rule 6.2(c), and notwithstanding rule 6.2(a), any signage which is intended to be erected on the common property (including the exterior walls of the Units Plan or the exterior face of any windows of the relevant Commercial Unit) is an alteration and default rule 1.4 applies.
- (c) All signage (whether internal or external to a Commercial Unit) must, in addition to any other requirements by authorities or law, comply with the Signage Plan.

6.3 Commercial waste

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Units are, at its cost, solely responsible for arranging for the periodic collection of all waste generated by the Commercial Units that is placed in the Commercial Bins with an appropriately qualified contractor; and



- (b) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.3(a);
 - (ii) the Owners Corporation will recover any costs under such contracts from the Commercial Units responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
 - (iii) the reference in the Schedule of Costs Split to the periodic collection of waste and periodic cleaning of the commercial waste room is to be read in connection with the obligations in this rule 6.3.

6.4 Common grease trap

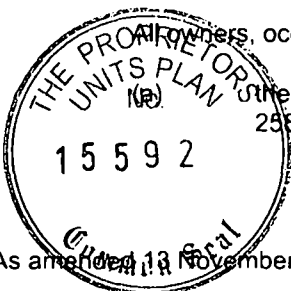
All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there is a grease trap available for the use of units 255, 256 and 257;
- (b) although each individual connection to the grease trap will not be metered, the actual usage of the grease trap by units 255, 256 and 257 will be determined by reference to the water usage as measured by the cold water meters for those units;
- (c) the owners of units 255, 256 and 257 are, at its cost, solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will, if requested to do so, enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.4(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256 and 257 to the extent responsible for those costs in the manner and proportions specified in the Schedule of Costs Split;
 - (iii) the reference in the Schedule of Costs Split to the cleaning, maintaining and periodic emptying of grease traps is to be read in connection with the obligations in this rule 6.4; and
 - (iv) the Owners Corporation makes no representation or warranty as to the fitness or suitability of the grease trap for the particular use intended by units 255, 256 and 257.

6.5 Commercial Toilets

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) the Commercial Toilets are designated for the exclusive use of units 255, 256, 257, 258 and 259;



- (b) a special privilege has been granted for the benefit of units 255, 256, 257, 258 and 259 in accordance with rule 4 and as detailed in the Schedule of Costs Split for the Commercial Toilets;
- (c) units 255, 256, 257, 258 and 259 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the Commercial Toilets (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the Owners Corporation will enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.5(c);
 - (ii) the Owners Corporation will recover any costs under such contracts from units 255, 256, 257, 258 and 259 responsible for such costs in the manner and proportions specified in the Schedule of Costs Split; and
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the Commercial Toilets is to be read in connection with the obligations in this rule 6.5.

6.6 Commercial Kitchen Exhaust

All owners, occupiers and users of a unit at the Units Plan acknowledge and agree that:

- (a) there are separate kitchen exhaust systems (including risers, ducts and fans) on the common property which are designated for the exclusive use of units 255, 256 and 257 respectively;
- (b) a special privilege has been granted for the benefit of units 255, 256 and 257 in accordance with rule 4 and as detailed in the Schedule of Costs Split;
- (c) units 255, 256 and 257 are, at its cost, solely responsible for the cost of cleaning, maintenance and repair of the kitchen exhaust system which exclusively service the relevant unit (details of which are set out in the Schedule of Special Privileges);
- (d) for the avoidance of doubt:
 - (i) the owner of units 255, 256 and 257 must enter into any contracts in relation to the satisfaction of the obligations set out in rule 6.6(c) as required;
 - (ii) the Owners Corporation is not required to clean, maintain or repair any of the kitchen exhaust system in relation to these units; and
 - (iii) the owner of units 255, 256 and 257 indemnifies the Owners Corporation to the extent of any loss incurred by the Owners Corporation as a result of the failure of the owner of these units to comply with its obligations under rule 6.6(c);
- (e) the reference in the Schedule of Costs Split to the cleaning, maintenance and repair of the kitchen exhaust system is to be read in connection with the obligations in this rule 6.6.



6.7 Heritage Pavilion Unit - Unit 261

The owner of the Heritage Unit acknowledges and agrees that:

- (a) the following documents have been prepared in relation to the Heritage Unit:
 - (i) West Portal Cafeteria - Heritage Management Plan dated 9 February 2022; and
 - (ii) the terms of the Crown Lease in relation to the West Portal Cafeteria (including those headed Cafeteria, Commonwealth Heritage Values, Heritage Management Plan and Heritage Register Listing ,

(the Heritage Documents);
- (b) it has read, and is aware of the obligations contained in, the Heritage Documents;
- (c) it is solely responsible for all costs and expenses in complying with the obligations contained in the Heritage Documents, which, for the avoidance of doubt, include long term maintenance obligations as set out in those documents;
- (d) it indemnifies the Owners Corporation to the extent that the Owners Corporation incurs any loss as a result of the owner of the Heritage Unit failing to comply with its obligations under the Heritage Documents;
- (e) if the Heritage Unit is serviced by a grease trap then the Heritage Unit is solely responsible for the following:
 - (i) arranging for the periodic cleaning and maintaining of the grease trap and other related pipes and conduits; and
 - (ii) arranging for the periodic emptying of the grease trap with an appropriately qualified contractor;
- (f) it will not, other than as provided for in this paragraph, place, store or leave any goods or materials on the terrace adjoining Unit 261 (whether or not it is a subsidiary of that unit) except for tables, chairs and external shade structures in accordance with the Heritage Documents and any required approvals;
- (g) all waste is to be placed in a suitable waste receptacle(s) and kept within the unit i.e. not stored in unit subsidiaries. Waste is to be transported directly from Unit 261 to the Commercial Waste Room bins by a path of travel external to the buildings i.e. waste is not to be transported through the basement or common areas within the buildings.



Annexure A - Default Rules

(as provided in Schedule 1 of the Unit Titles (Management) Regulation 2011 as at 1 November 2020)

1.1 Definitions—default rules

(1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.

(2) A word or expression in these rules has the same meaning as in the Unit Titles (Management) Act 2011.

1.2 Payment of rates and taxes by unit owners

A unit owner must pay all rates, taxes and any other amount payable for the unit.

1.3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

(2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the executive committee; and

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

(2) Permission may be given subject to conditions stated in the resolution.

(3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations Example—

permission unreasonably withheld external

appearance of a unit or the units plan



**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

1.5 Pets in units

- (1) A unit owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if—
 - (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Assistance animals

The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

1.7 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.8 Hazardous use of unit

A unit owner must not use the unit, or permit it to be used, to cause a hazard to an owner, occupier or user of another unit.

1.9 Use of unit—nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.10 Noise

A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.

This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.



Annexure B - Schedule of Costs Split

Description of cost / expense	Responsible Units	Methodology of split between Responsible Units	
		Commercial Unit	Percentage
Periodic collection of waste in commercial waste receptacles including service, maintenance and replacement of waste compactor (refer to rule 6.3)	Commercial Units (i.e. units 255-261)	255	22.50%
		256	8.89%
		257	8.53%
		258	1.75%
		259	1.60%
		260	1.75%
		261 (Heritage Unit)	54.98%
Cleaning, maintaining and periodic emptying of common grease trap (refer to rule 6.4)	Units 255, 256 and 257 provided that the unit is actually connected to the grease trap	Based on proportion of water consumption as measured by cold water meter	
Cleaning, maintaining and periodic emptying of unit 261 grease trap (refer to rule 6.7(e))	Unit 261	Unit 261 to pay all costs	
Cleaning, maintenance and repair of Commercial Toilets (refer to rule 6.5)	Units 255, 256, 257, 258 and 259	Based on proportion of unit entitlements of relevant commercial units	
Cleaning, maintenance and repair of commercial kitchen exhaust system (including the rise, ducting and fans) (refer to rule 6.6)	Units 255, 256 and 257	Each unit to be responsible for the cleaning, maintenance and repair of the kitchen exhaust system which exclusively services that unit	



**Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes**

- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

A unit owner must not use the unit, or permit it to be used, to contravene a law in force in the ACT.

1.12 What may an executive committee representative do?

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
 - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
 - (b) carry out any maintenance required under the Act or these rules;
 - (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
 - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or
 - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12(4).



Annexure D - Signage Plan (4 sheets)

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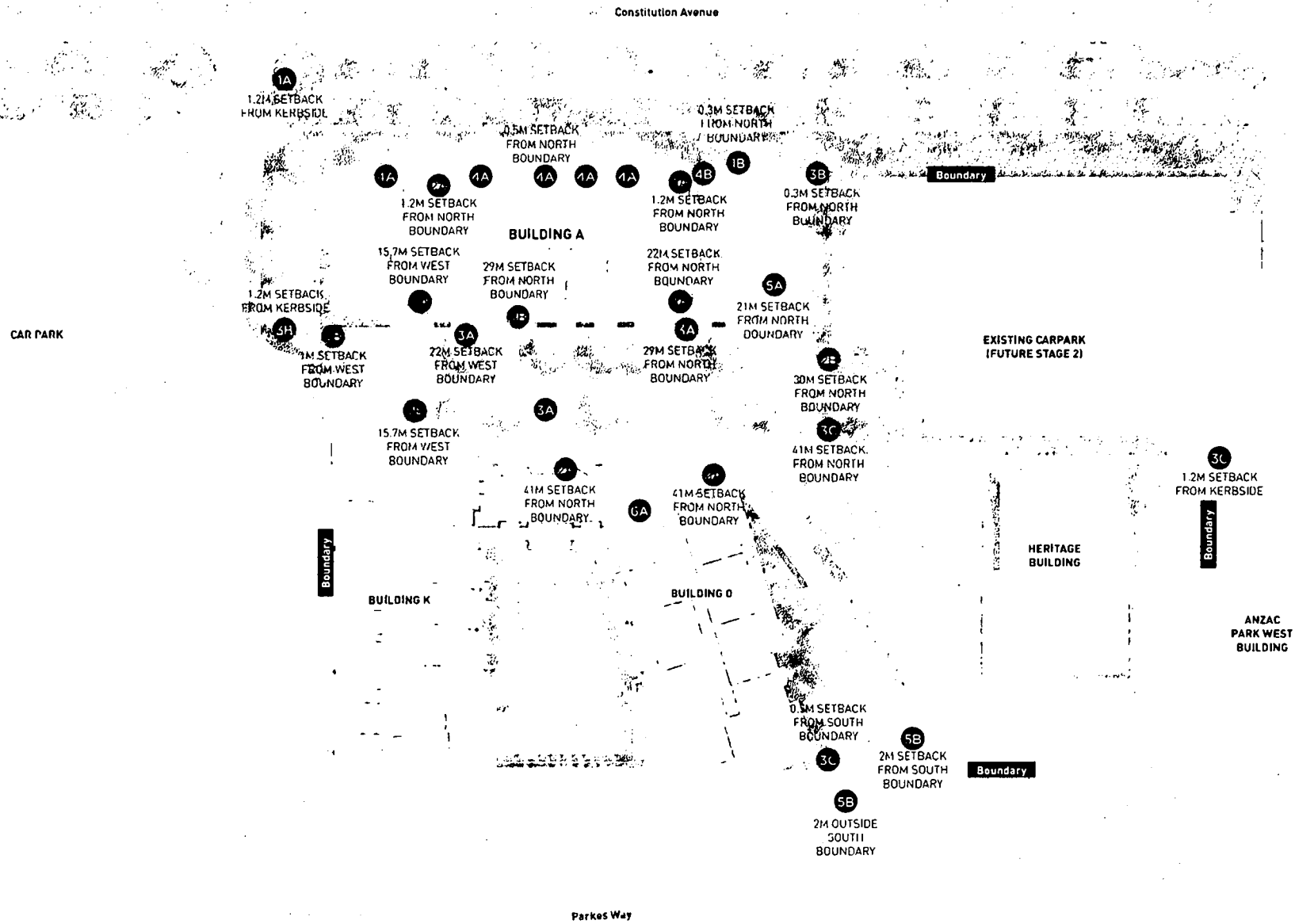


Annexure C - Schedule of Special Privileges

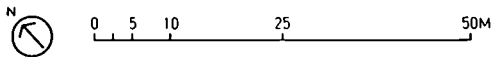
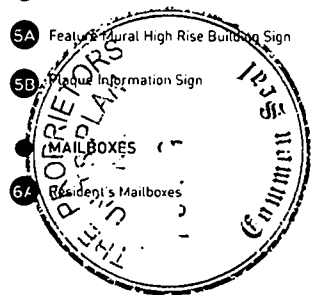
Unit	Special privilege	Maintenance and repair
Commercial Units (all)	Signage on common property (location and size of signs to be approved by Executive Committee prior to affixation or drilling into walls)	Periodic maintenance and repair of signage to be undertaken by relevant Commercial Unit owner
Commercial Units (Unit 255, 256, 257, 258 and 259)	Exclusive use of Commercial Toilets for units 255, 256, 257, 258 and 259 for owners, occupiers and users of units 255, 256, 257, 258, and 259 (including customers, patrons and invitees)	Regular cleaning, maintenance and repair of Commercial Toilets for units 255, 256, 257, 258, and 259 to be undertaken by owners of units 255, 256, 257, 258, and 259 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of kitchen exhaust system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of kitchen exhaust system (including the riser, ducting and fans) to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Commercial Units (Unit 255, 256 and 257)	Exclusive use of the grease trap system located on common property for units 255, 256 and 257 for owners, occupiers and users of units 255, 256 and 257	Regular cleaning, maintenance and repair of grease trap to be undertaken by units 255, 256 and 257 (refer to Annexure B)
Heritage Unit (Unit 261)	Exclusive use of the grease trap system located on common property for unit 261	Regular cleaning, maintenance and repair of grease trap to be undertaken by unit 261 (refer to Annexure B)



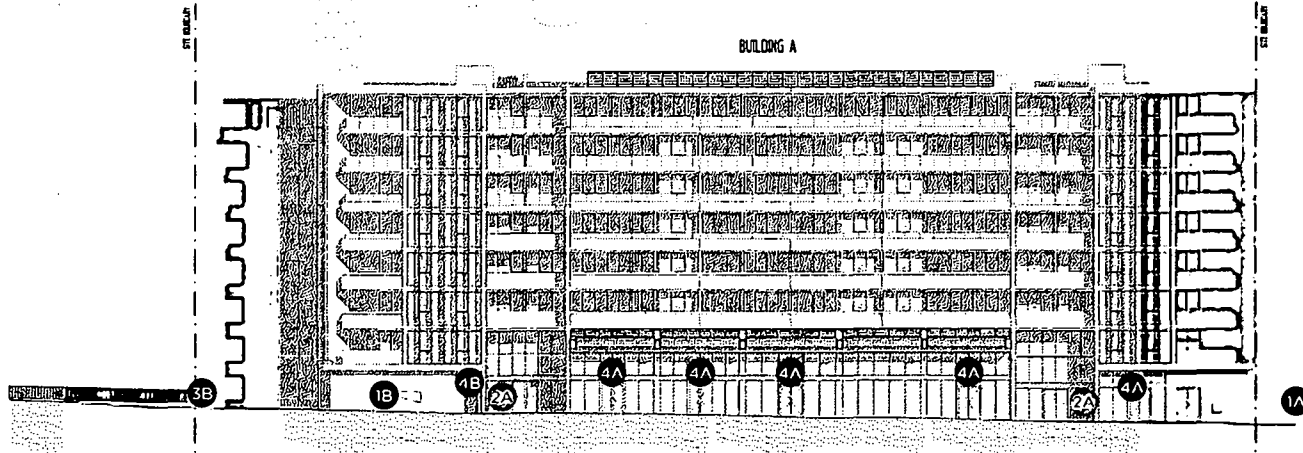
GROUND LEVEL - SIGNAGE INTENT PLAN



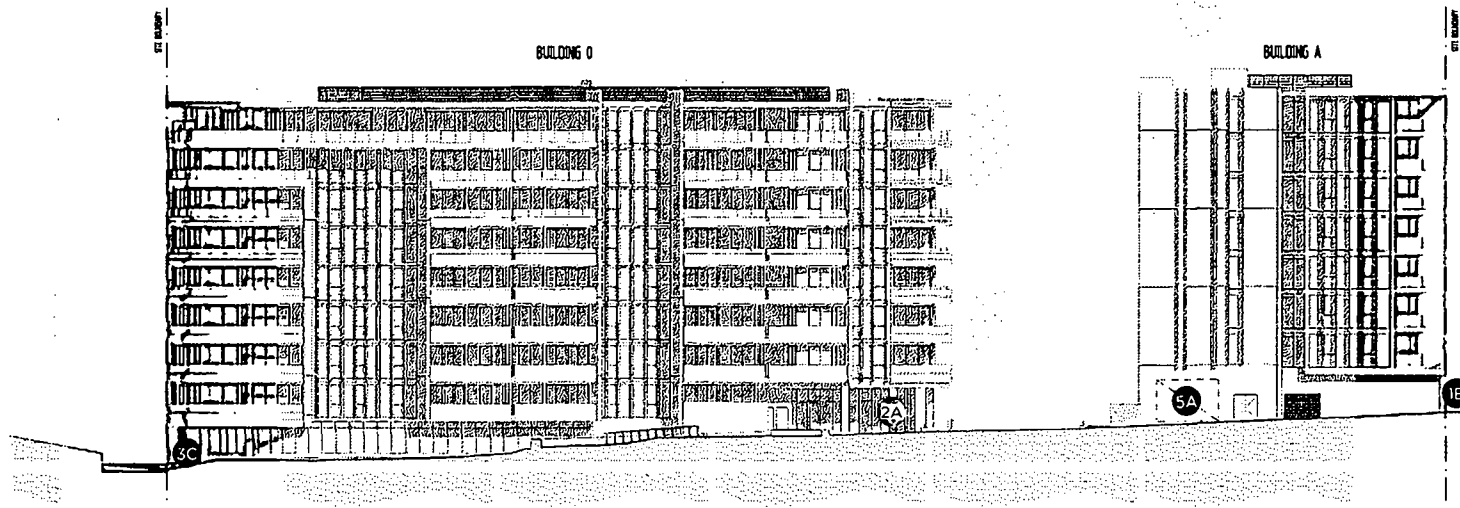
- DEVELOPMENT ENTRY SIGNAGE
 - 1A Primary Development Entry Information Sign
 - 1B Primary Development High Rise Building Sign
- BUILDING ENTRY & DIRECTIONAL SIGNAGE
 - 4A Building Entry Information Sign
 - 4B Vehicle Directional Information Sign
- GENERAL WAYFINDING SIGNAGE
 - 3A Visitor Parking Information Sign
 - 3B Primary General Wayfinding Information Sign
 - 3C Secondary General Wayfinding Information Sign
- COMMERCIAL TENANCY SIGNAGE
 - 4A Tenancy Hamper Sign
 - 4B Window Sign
- HERITAGE SIGNAGE
 - 5A Feature Rural High Rise Building Sign
 - 5B Feature Information Sign
- MAILBOXES
 - 6A Residents Mailboxes
 - 6B Residents Mailboxes



SIGNAGE INTENT - OVERALL ELEVATIONS

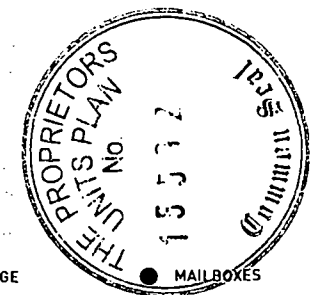


1 OVERALL NORTH ELEVATION
SCALE 1:50

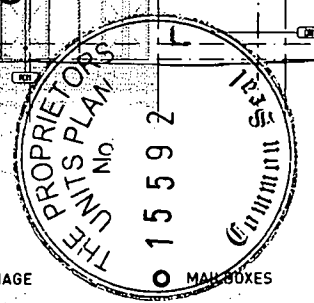
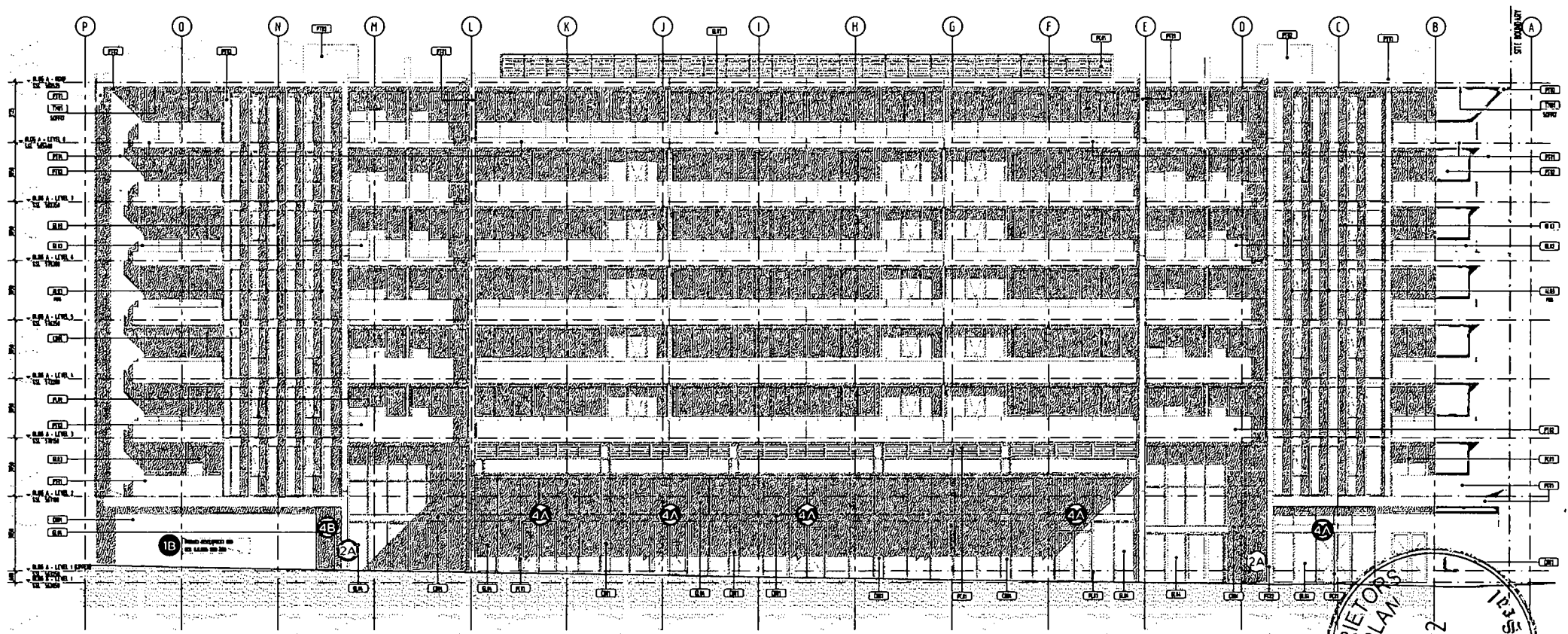


2 OVERALL EAST ELEVATION
SCALE 1:50

- | | | | | |
|--|--|--|------------------------------|--|
| ● DEVELOPMENT ENTRY SIGNAGE | ● BUILDING ENTRY & DIRECTIONAL SIGNAGE | ● GENERAL WAYFINDING SIGNAGE | ● COMMERCIAL TENANCY SIGNAGE | ● HERITAGE SIGNAGE |
| ● 1A Primary Development Entry Information Sign | ● 2A Building Entry Information Sign | ● 3A Visitor Parking Information Sign | ● 4A Tenancy Hamper Sign | ● 5A Feature Mural High Rise Building Sign |
| ● 1B Primary Development High Rise Building Sign | ● 2B Vehicle Directional Information Sign | ● 3B Primary General Wayfinding Information Sign | ● 4B Window Sign | ● 5B Plaque Information Sign |
| | ● 3C Secondary General Wayfinding Information Sign | | | ● 6A Resident's Mailboxes |



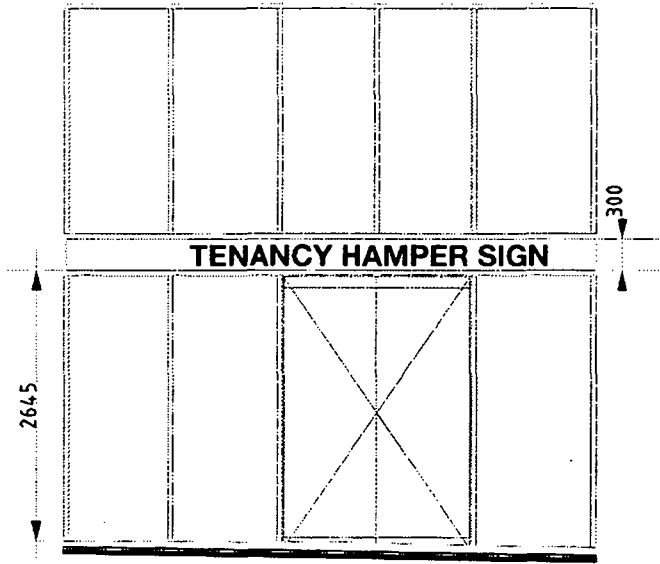
BUILDING A - NORTH ELEVATION



- **DEVELOPMENT ENTRY SIGNAGE**
- **BUILDING ENTRY & DIRECTIONAL SIGNAGE**
- **GENERAL WAYFINDING SIGNAGE**
- **COMMERCIAL TENANCY SIGNAGE**
- **HERITAGE SIGNAGE**
- **MAILBOXES**
- **1A** Primary Development Entry Information Sign
- **2A** Building Entry Information Sign
- **3A** Visitor Parking Information Sign
- **4A** Tenancy Hamper Sign
- **5A** Feature Murat High Rise Building Sign
- **6A** Resident's Mailboxes
- **1B** Primary Development High Rise Building Sign
- **2B** Vehicle Directional Information Sign
- **3B** Primary General Wayfinding Information Sign
- **4B** Window Sign
- **5B** Plaque Information Sign
- **3C** Secondary General Wayfinding Information Sign



SIGNAGE INTENT - TYPICAL DETAILS



COMMERCIAL TENANCY SIGNAGE

4A Tenancy Hamper Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of 'Signage General Code'
- Sign to be illuminated - light spill to be managed
- Wording to include:
 - Tenancy Logo / Information
- Materials:
 - TBC - colour to match Architectural selections

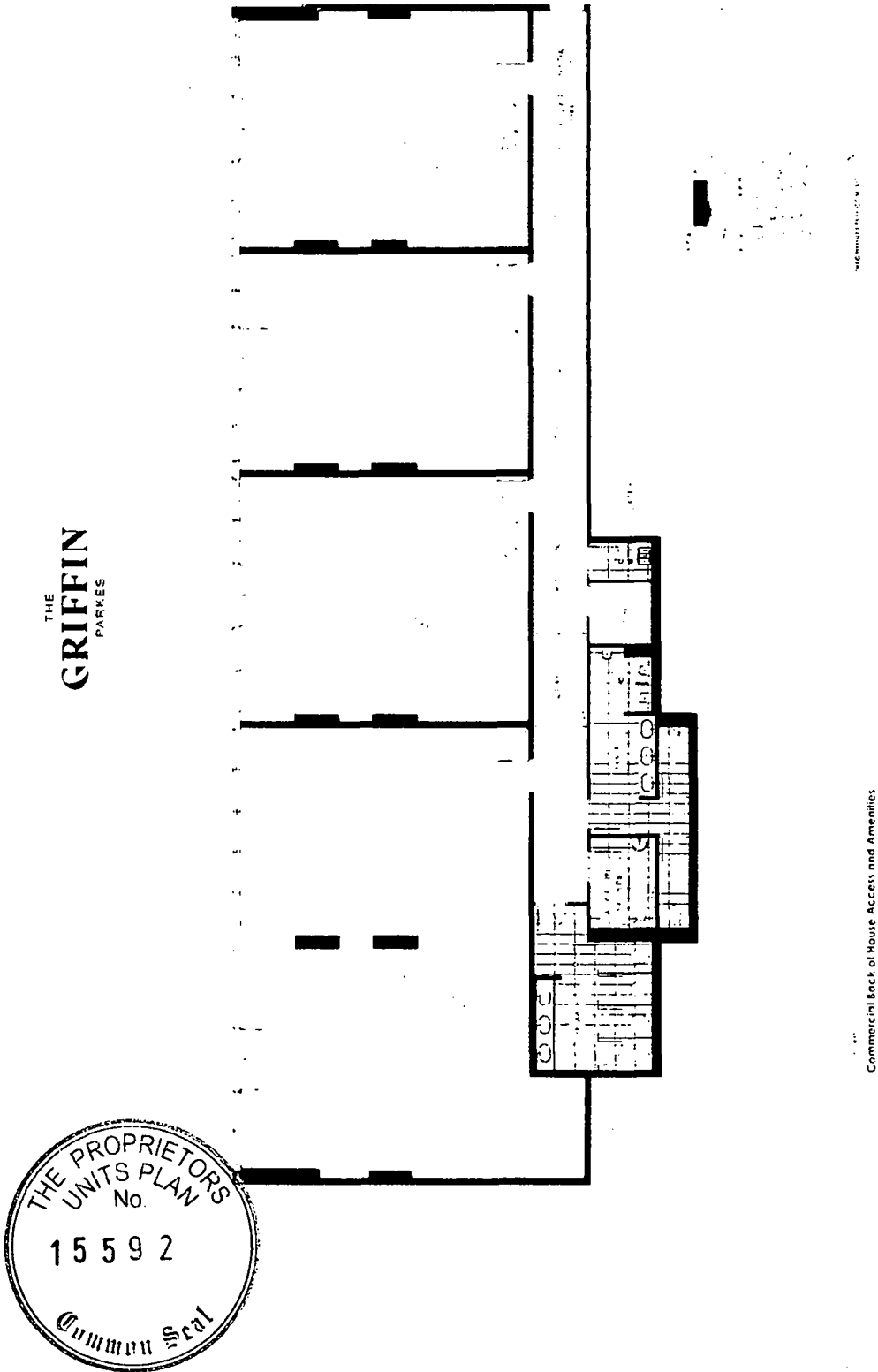
4B Tenancy Window Sign (Location as per Signage Intent Plan)

- Sign to meet requirements of 'Signage General Code'
- Maximum surface area of sign: 25% of the area of the glass panel or panels on which it is displayed



Alternative Rules
Units Plan No. 15592 - Block 15 Section 3 Parkes

Annexure E - Commercial Toilets





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	91	Block	15	Section	3	Suburb	PARKES
-------------	-----------	--------------	-----------	----------------	----------	---------------	---------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="text" value="N/A"/>	()	()
Certificate Number:		Dated:

Please Note: There are no development covenants within the latest Crown Lease, therefore a Compliance Certificate is not applicable.

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 an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(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 Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name :

Info Track

Date: 12-AUG-25 13:42:32

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

GF0036 - 169959806



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

12-AUG-2025 13:42

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

PARKES Section 3/Block 15/Unit 91

Building Class: A

Area(m2): 12,094.7

Unimproved Value: \$29,900,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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. Exempt activities can 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 <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

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 <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this 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

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

CAT CONTAINMENT AREAS



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

12-AUG-2025 13:42

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

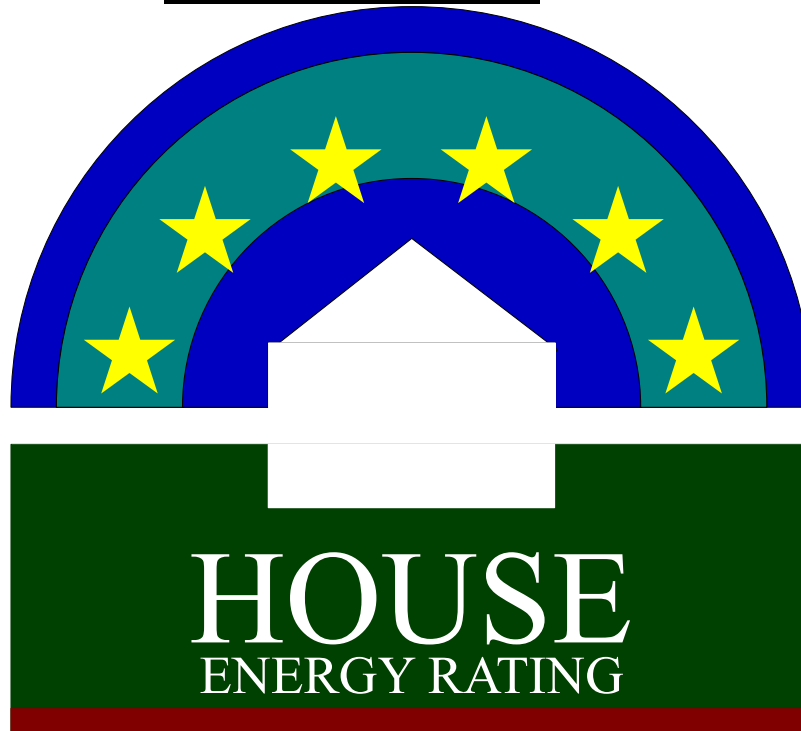
Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) 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 Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 22 POINTS**

Name:	Nathan Nachmann	Ref No:	44121
House Title:	Unit 91 Block 15 Section 3	Date:	21-08-2025
Address:	Unit 91 of 44 Constitution Avenue Parkes		2600
Reference:	C:\USERS\...\91 OF 44 CONSTITUTION AVENUE PARKES		

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

	POOR			AVERAGE				GOOD			V. GOOD	
Star Rating	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	22											
Potential	41											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

19

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 91 Block 15 Section 3, Unit 91 of 44 Constitution Avenue, Parkes

Assessor's Name: Lindsay Collison

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	120	Insulation:	-106			
WALL				12	-2	10
Surface Area:	7	Insulation:	4	Mass:	-1	
FLOOR				8	0	8
Surface Area:	4	Insulation:	-5	Mass:	9	
AIR LEAKAGE (Percentage of score shown for each element)				6	0	6
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	33 %			
Exhaust Fans	55 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	13 %			
DESIGN FEATURES				0	1	1
Cross Ventilation	1					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-17	-27	-44
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
WNW	24	39%	-53	36	-27	-44
Total	24	39%	-53	36	-27	-44

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 12 points

				Winter	Summer	Total
RATING	★ ★ ★ ★ ★ ★			24	-29	22*
SCORE						

* includes 27 points from Area Adjustment

Detailed House Data

House Details

ClientName Nathan Nachmann
HouseTitle Unit 91 Block 15 Section 3
StreetAddress Unit 91 of 44 Constitution Avenue
Suburb Parkes
Postcode 2600
AssessorName Lindsay Collison
FileCreated 21-08-2025
Comments

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Float Timb	R0.0	32.5m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	5.0m ²
3	Suspended Slab	NA	Yes	No	No	Carp	R0.0	15.1m ²
4	Suspended Slab	NA	Yes	No	No	Tiles	R0.0	4.6m ²
5	Suspended Slab	NA	Yes	No	No	Float Timb	R0.0	4.7m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Framed: Metal Clad	No	R1.5	4.9m	5.8m
3	Weatherboard	Yes	R2.0	15.3m	5.8m
4	Weatherboard	Yes	R2.0	4.9m	5.8m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Flat - Suspended Slab	Yes	No	R0.0	37.5m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	WNW	2.6m	4.7m	No	DG2	ALIMPR	OW	No	2.5m	2.5m	2.9m
2	WNW	2.5m	4.7m	No	DG2	ALIMPR	OW	No	2.5m	2.5m	0.0m

Window Shading Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Obst Height</u>	<u>Obst Dist</u>	<u>Obst Width</u>	<u>Obst Offset</u>	<u>LShape Left Fin</u>	<u>LShape Left Off</u>	<u>LShape Right Fin</u>	<u>LShape Right Off</u>
1	WNW	2.6m	4.7m	0.0m	0.0m	0.0m	0.0m	2.5m	7.0m	2.5m	0.1m
2	WNW	2.5m	4.7m	0.0m	0.0m	0.0m	0.0m	2.5m	7.0m	2.5m	0.1m

Zoning Details

Is there Cross Flow Ventilation ? Good

Air Leakage Details

Location	Suburban
Is there More than One Storey ?	No
Is the Entry open to the Living Area ?	No
Area of Heavyweight Mass	0m ²
Area of Lightweight Mass	0m ²

	<u>Sealed</u>	<u>UnSealed</u>
Chimneys	0	0
Vents	0	0
Fans	4	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Rater Comments

House Details

ClientName	Nathan Nachmann
HouseTitle	Unit 91 Block 15 Section 3
StreetAddress	Unit 91 of 44 Constitution Avenue
Suburb	Parkes
Postcode	2600
AssessorName	Lindsay Collison
FileCreated	21-08-2025

Rater Comments

MEASUREMENTS USED IN THIS ASSESSMENT

The Energy Rating recorded in this assessment is determined by assessing many elements of the structure and interior treatments including window and floor coverings. The area of external walls and windows, ceiling and floors are part of the assessment.

Some measurements used in this assessment may be nominal. Every effort is made by the assessor to accurately calculate the dimensions of property. However, often accurate and comprehensive plans indicating all dimensions of an existing property, particularly following alterations and extensions are not always available. The reader of this report should not rely on the accuracy of any dimensions used when making critical decisions relating to those dimensions. The assessor will not accept any liability should any discrepancy be revealed.

DESIGN OPTIONS

The design option suggestions to improve this energy rating may be additional to elements already in place. For example, the option to install 'Heavy Drapes and Pelmet's' will take into account windows that already have Heavy Drapes and Pelmet's installed. Insulation recommendations will take into account existing insulation values.

Some recommendations for improvement will not be practical in all circumstances. For example, if the dwelling is built on a concrete slab, it will be possible to install floor insulation.

DOOR SEALS AND WEATHER STRIPS

A wooden framed door is only considered to be sealed when a draft extruding device is fitted to the bottom of the door AND sealing tape or felt is fitting to the timber frame around the door opening.

WINDOW GLAZING RATIOS

Glazing areas in one direction greater than 25% of the nett conditioned floor area will reduce the Energy Efficiency Rating.

Energy Efficiency Rating **FACT** Sheet

QUICK FACTS

- Sellers of residential properties are required to provide an Energy Efficiency Rating (EER) to potential buyers. (*This is known as mandatory energy efficiency disclosure.*)
- The EER forms part of the Sale Contract and must be published in all advertising material
- The EER rating system uses computer simulations to assess the potential thermal comfort of your home. The more stars, the less likely the occupants need cooling or heating to stay comfortable.
- The ACT Government has two systems in place for Energy Ratings:
 - one is for new homes - (2nd Generation Software) and
 - one is for established homes – (1st Generation Software)

Residential Reports (and all other companies preparing reports for the sale of a property) uses 1st Generation Software.

- The consumption of energy in the home for heating, cooling, hot water or lighting and other appliances **IS NOT** considered when calculating the EER rating.
- Many aspects of solar passive designs are also not able to be accounted for in 1st Generation Software.

WHAT IS RATED?

The rating is dependent on:

- Layout of the home
- Construction of its roof, walls, windows and floor
- Wall, floor and ceiling insulations
- Orientation of windows and shading of the sun's path and local breezes
- Influence of the local climate

WHY IS THERE A DISCREPANCY BETWEEN MY OLD EER AND MY NEW EER?

- Increasingly, in a number of circumstances particularly where new homes have been rated using 2nd generation software and are being offered for sale where the rating must be conducted using 1st generation software, there can be a significant variation between the two ratings:
 - 1st generation software rates to 6 stars
 - 2nd generation software may rate up to 10 stars
- ACT Legislation currently **PROHIBITS** Inspectors from assuming insulation values which may have been the case previously. Documented proof or access for a visual sighting is now required to verify the existence and rating of insulation.

When you engage Residential Reports to complete your EER you have the peace of mind of knowing the Inspector undertaking your assessment is licensed in the ACT as a Class A Energy Assessor and your Energy Rating is calculated using software approved by the ACT Government.

Further information is available via the Environment, Planning and Sustainable Development Directorate
http://www.planning.act.gov.au/topics/design_build/design-and-siting/energy_ratings



Certificate of Currency

- Policy Number** BP20200022
- Item 1 **The Insured:** Residential Reports Pty Ltd
- Item 2 **Address:** 35 Poynton Street
HUGHES ACT 2605
- Item 3 **Professional Services covered by this policy:**
Pre Purchase Building Inspections (AS4349.1)
Special Purpose Building Inspections
Energy Rating Reports
Urban Pest Management
Termite Management including inspections - existing buildings and structures (AS3660.2)
Timber Pest Inspections (AS4349.3)
- Item 4 **Description of the Policy:** Professional Indemnity & Broadform Liability (CGU PIB 03-17)
- Item 5 **Period of Insurance:** From 20/07/2025 To 4.00 pm on 20/07/2026
- Item 6 **Particulars of Risk:**
Civil Liability Professional Indemnity
- | | | |
|-----------------------------|-------------|------------------------------------|
| 6.1 The Policy Limit is | \$5,000,000 | which includes all policy sections |
| 6.2 The Policy Excess is | \$20,000 | |
| 6.3 The Retroactive Date is | 20/07/2020 | |
- Public Liability**
- | | |
|-----------------|--------------|
| 6.4 Sum Insured | \$20,000,000 |
| 6.5 Excess | \$2,500 |

Date and Place of Issue 21/07/2025 Melbourne, Victoria

Signed for and on behalf of Insurance Australia Limited ABN 11 000 016 722



Najibi Bisso, Manager

This Certificate of Currency indicates policy cover effective as at the date of issue only

PAYMENT PENDING

As per terms and conditions in the Residential Reports Client Guarantee



Tax Invoice

Inspection Number 44121

Please ensure this number is used when making payment

7 August 2025

Nathan Nachmann


For the Property at: 91/44 Constitution Avenue Parkes ACT 2600

NO PAY UPFRONT FIRST RATE ENERGY EFFICIENCY RATING PACKAGE	
First Rate Energy Efficiency Inspection & Report	372.73
Access Canberra EER Lodgement Fee (no GST)	41.00
Subtotal	413.73
Total GST	37.27
TOTAL INC GST	\$451.00

Thank you for your business

We offer comprehensive Pest Management Solutions!
Call now to book your regular Pest Control Service

No Pay Package Conditions: The Residential Reports invoice must be paid on settlement or within 180 days of the date of inspection, whichever comes first. We must be notified immediately if the property is not marketed within 3 months or is withdrawn from the market and the invoice must be settled within 14 days. Failure to adhere to these terms will result in associated legal and collection fees being applied to amount due.

PAYMENT OPTIONS	
	To avoid unallocated payments please use reference number: 44121
Credit Card	Please call 6288 0402 to provide card details. Your account is not debited until the day reports are released. Providing these details as soon as possible will ensure there is no delay when reports are ready.
Direct Deposit	Account Name: Residential Reports BSB: 012-997 Account Number: 2269 05945 Reference: 44121 IMPORTANT: PLEASE ensure this unique ID is used



A PERCENTAGE OF EVERY JOB IS DONATED TO OUR WITHOUT A ROOF PROGRAM

Every year we step into hundreds of homes, yet in our region there are still so many people living without acceptable, permanent or safe shelter. A percentage from each inspection we conduct is contributed to our in-house program 'Without a Roof' and periodically donated to make small changes to this big issue. To find out more visit residentialreports.com.au

Residential Reports Pty Limited ABN 38 609 880 122

35 Poynton Street Hughes ACT 2605 p 6288 0402 info@residentialreports.com.au

Member- Master Builders Association & The Australian Environmental Pest Managers Association

Little Bird Properties

4/16 Bougainville St, Manuka House,
Griffith, ACT 2603

P: 02 61533173

ABN: 87464993320

Little Bird

PROPERTIES



Residential Tenancy Agreement

for

91/44 Constitution Ave, Parkes ACT 2600

This agreement is between **Nathan Nachmann**
and **Connie-Jaine Andrews, Christian Scanu**.

Lease Start Date: Fri 23/01/2026

Australian Capital Territory Residential Tenancy Agreement

(Referred to as 'this Agreement or 'the tenancy agreement')

Date of the agreement Fri 09/01/2026

Item 1 Lessor Nathan Nachmann

Address for Service of Notices: **Agent** (refer Item 2)

Item 2 Lessor's Licensed Agent **Name:** Little Bird Properties Pty Ltd ATF Little Bird Properties Trust
Trading as Little Bird properties

Licence Number: 180402123 **ACN** 614 339 945 **ABN** 87 464 993 320

Licensee Heidi Rosin Lic No ACT 18401383

Address: 4/16 Bougainville Street Manuka ACT 2603

Phone: 02 6153 3173

Email: littlebird@email.propertyme.com

Item 3 Tenant / s Connie-Jaine Andrews, Christian Scanu

Address for Service of Termination Notices:
91/44 Constitution Ave, Parkes ACT 2600

Address for Service of Other Notices:

Connie-Jaine Andrews	connie_andrews8@hotmail.com
Christian Scanu	cscanu1@gmail.com

Item 4 The premises 91/44 Constitution Ave, Parkes ACT 2600
Block: 15 **Section:** 3 **Unit:** 91 **Unit Plan:** 15592

Item 5 Number of Occupants Maximum number of persons permitted to occupy the Premises: **TWO (2) ADULTS**

Item 6 Fixed Term Tenancy The term of this Tenancy Agreement is for: **6 months**
From the day of Fri 23/01/2026
To the day of Wed 22/07/2026

If the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply, except that the tenancy will be a periodic tenancy.

Item 7 Periodic Tenancy This Tenancy Agreement commences on: 23/07/2026 and ends upon the termination of this Tenancy Agreement by either the Lessor or the Tenant.

Item 8 Rent \$620 per week due and payable at the rate of \$1240.00 per fortnight in advance to commence on the 29/01/2026

- With an initial payment of **\$620.00** for the pro-rata payment period of **7** days inclusive.

- The parties agree that the rent will increase during the term of the agreement in the following manner: **N/A**

CPI
Market Review
Annual CPI increases commencing on:
To commence on:

Item 9 Place of payment The method by which the the rent must be paid:
BPay
Biller Code: 4481
DEFT Reference: 56977267

Item 10 Security Bond **\$2,480** being an amount equivalent to four weeks rent to be lodged with the ACT Office of Rental Bonds.

- Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:
littlebird@email.propertyme.com

- Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental bonds should you not wish to receive documents by email:

Connie-Jaine Andrews	connie_andrews8@hotmail.com
Christian Scanu	cscanu1@gmail.com

Item 11 Emergency Tradepersons As notified by the lessor or the agent from time to time. Emergency tradespersons list is included in this tenancy agreement.

Item 12 The premises are provided: --->Unfurnished as stipulated in the inventory and condition report
Partially unfurnished as stipulated in the inventory and condition report
Fully furnished as stipulated in the inventory and condition report

Item 13 Sale of the Premises (refer to section 46B(1) (a) of the Residential Tenancies Act) Does the lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?

YES
 NO

- Item 14 Fair Clause for Posted People (refer to additional clause)** The fair clause for posted people applies to this tenancy
 The fair clause for posted people does not apply to this tenancy
- Item 15 Pets** The Tenant is required to obtain the Lessor's written consent prior to the keeping of an animal on the Premises.
- Item 16 Exclusions** The following exclusions apply to this tenancy agreement:
 N/A
- Item 17 House Rules** Do house rules apply to this tenancy (only applicable for properties in strata complex)?
 YES
 NO

Tenant Acknowledgement

1. Connie-Jaine Andrews viewed and acknowledged at Fri, 09/01/2026 11:36 AM from device: Mac OS X 10.15.7 Mac Safari 17.4.1
2. Christian Scanu viewed and acknowledged at Fri, 09/01/2026 11:39 AM from device: iOS 18.7 iPhone Mobile Safari 26.1

Item 18 - Ceiling Insulation

Is the premises required to comply with the Minimum Ceiling Insulation Standard? **NO**

If the Premises is exempt, the Lessor is not required to comply with the Minimum Ceiling Insulation Standard:

(b) The Premises is a unit under the Unit Titles Act 2001 in a building with 2 or more storeys and the required area is located immediately below another unit in the building;

Item 19 - Energy Efficiency Rating Statement

Has an energy efficiency rating statement of the Premises been provided to the Tenant? **NO**

Item 20 - Asbestos Assessment Report

Is the Lessor aware of there being an asbestos assessment report for the Premises? **NO**

If NO, has an asbestos advice been provided to the Tenant? **YES**

Item 21 - Unit Title Rental Certificate

Item 21 only applies if the premises is a unit.

Has a unit title rental certificate for the premises been given to the Tenant? **YES**

Has there been any change to the unit title rental certificate since it was issued? **NO**

If yes, the changes are:

Item 22 - Pools & Spas

Is there a pool (including demountable, temporary or kids pool), spa, flotation tank or tub, or excavation, structure or vessel that can be filled with water to a depth of 300mm or more:

NO

Clause 101 - Standard Residential Tenancy Terms

The attached Standard Residential Tenancy Terms apply to this Agreement.

Clause 102 - Tenant Warranty

The Tenant warrants, to the best of the Tenant's knowledge, that the information contained in the Schedule is accurate and complete in every way.

Clause 103 - Joint & Individual Liability

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally

Clause 103 - Smoking

(1) The Tenant acknowledges and agrees that:

- a. the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
- b. smoking is only permitted outside the dwelling; and
- c. upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.

(2) In the event the Tenant breaches subclause (1)(a), the Tenant must:

- a. arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
- b. rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

Clause 104 - Pets

(1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.

(2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).

(3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.

(4) Where the Tenant is permitted to keep an animal on the Premises:

- a. the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
- b. the Tenant must comply with any conditions imposed by the Lessor; and
- c. the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

Clause 5 - Modifications

(1) In addition to clauses 67 and 68, the Tenant acknowledges and agrees that:

- a. to obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises, the Tenant must apply for the Lessor's consent in writing;

- b. when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
- c. any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.

(2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 6 - Privacy Policy

Privacy Policy

(1) The Privacy Act 1988 (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.

(2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.

(3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.

(4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:

- a. identify and verify the Tenant's identity;
- b. make recommendations to the Lessor;
- c. manage the Residential Agreement and Premises for the Lessor;
- d. process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary);
- e. liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement;
- f. comply with any applicable laws;
- g. comply with any dispute resolution process;
- h. to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and
- i. marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.

(5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).

(6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please notify the Agent.

(7) The Tenant is entitled to request access to the Tenant's personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.

(8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.

(9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Clause 7 - Electronic Communication

(1) For the purposes of this clause, electronic communication has the same meaning as defined in the Electronic Transactions Act 2001 (ACT).

(2) Where a provision of this Tenancy Agreement:

- a. requires a party to provide information to the other;
- b. permits a party to provide information to the other; or
- c. requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties.
- d. consent to the information and document being provided by an electronic communication; and
- e. agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.

(3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.

(4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:

- a. a method being used to identify the party and to show the party's intention in relation to the information communicated; and
- b. the method being reliable and appropriate for the document being signed,

(5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).

(6) If due to this Tenancy Agreement being signed by an electronic communication:

- a. this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
- b. the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.

(7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and condition within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenants behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.

(8) The tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, loss or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.

EMERGENCY TRADESPERSONS

A guide for tenants These tradespeople are to be called **ONLY** in an emergency situation** and when the office of Little Bird Properties is **CLOSED**. If the specified tradesperson is not available another ACT qualified tradesperson may be contacted.

All attempts should be made to contact the Little Bird Properties office before a tradesperson is called. If Little Bird Properties cannot be contacted at the time of the emergency, we must be notified as soon as practicable after the event.

** **EMERGENCY SITUATION** is interpreted as a situation that if not rectified immediately, further damage to the property and/or injury to a person or persons could occur. Situations that **might** be considered as an emergency:

a burst water service	a failure of gas, electricity or water supply to the property
a blocked or broken lavatory system	the failure or breakdown of any service on the property essential for hot water, cooking, heating, cooling, or laundering
a serious roof leak	a fault or damage that causes the residential property to be unsafe or insecure
a gas leak	a fault or damage likely to cause injury to person or property
a dangerous electrical fault	a serious fault in any door, staircase, lift or other common area which inhibits or unduly inconveniences the tenant in gaining access to and use of the property
flooding or serious flood damage	serious storm or fire damage

If the nominated tradesperson listed below cannot be contacted or is otherwise unavailable, the repairs must be performed by a qualified tradesperson of the tenant's choosing. The above list of trade's people is subject to change at any time

STATE EMERGENCY SERVICE	Company Phone Number Contact Person	S.E.S ACT 132 500
ELECTRICIAN	Company Phone Number Contact Person	Maritex Electrical 0400 664 326 OR 0412 557 155 James OR Ben
GAS HEATING/COOLING	Company Phone Number Contact Person	Air Turners 6294 4443 Sharon
LOCKSMITHS	Company Phone Number Contact Person	Night & Day Locksmiths 62901938
PLUMBING	Company Phone Number Contact Person	Spencer & Sons 6254 8535 or 0412 633 537 Hayley & Simon Spencer

Any **routine maintenance** required at the property whilst the tenant is in occupation, the tenant should endeavour to contact Little Bird Properties in normal business hours. For us to act on any routine maintenance, a request must be made in writing.

INFORMATION FOR TENANTS:

1. SMOKING:

The tenant/s agrees that NO smoking will occur inside any room of the above mentioned premises during the term of the tenancy; any damage caused will be rectified at the tenants expense. Should there be evidence of smoking inside the property, the tenant will be required to rectify the damage by whatever means necessary, including re-painting, professional cleaning which may include carpets and curtains;

2. GIVING NOTICE TO VACATE:

The tenant agrees to give the lessor or his agent three weeks (21 days) notice in writing to advise the termination of a periodic Tenancy Agreement. It is the vacating tenants responsibility to confirm with the Lessor or his Agent that the written notice has been received;

3. KEYS:

It is the responsibility of the tenant to hand over to the agent all keys in their possession for the property at the termination of the Tenancy Agreement. If you lock yourself out of the property, it is the tenants responsibility to arrange a locksmith;

4. FINAL INSPECTIONS:

Under no circumstances will final inspections be conducted on weekends or after 4.00pm. on a weekday;

- a. The tenant agrees that on vacating the premises, the property must be left in substantially the same state of cleanliness and repair as at the commencement of the tenancy, in accordance with the inventory and condition report. This means if the property was professionally cleaned and a receipt can be provided to you, this will be the expectation at your final inspection;
- b. The tenant agrees that on vacating the premises, the carpet must be professionally cleaned and a receipt provided to the agent at the final inspection;

5. WATER CONSUMPTION:

If the property you are renting is separately metered for water, you will be invoiced each quarter for the water used. You will be given at least fourteen (14) days to make this payment. This payment can be made into the same account your rent payment is paid to;

6. MAINTENANCE & REPAIRS:

The tenant must advise the Property Manager of all maintenance issues & maintenance requests as soon as possible; this can be done via email or via your tenant portal;

- a. Non Urgent Maintenance: Notification must be made in writing (email) direct too Little Bird Properties. Little Bird Properties will arrange the relevant tradesperson to contact the tenant to make access arrangements. Should the tenant permit the tradesperson to use the office keys (if available) please advise Little Bird Properties in writing;
- b. Emergency Maintenance: For after hours maintenance that is considered an emergency, please refer to your emergency tradespersons list. The list can be found on the last page of your lease. ** If you arrange a tradesperson to attend to a maintenance issue after hours under an emergency status, and we deem the repair not an emergency in accordance with the Residential Tenancies Act 1997, the tenant will be responsible for payment;

7. UTILITES:

It is the responsibility of the tenant/s to arrange the connection and disconnection of utilities at the commencement and at the end of the tenancy agreement;

8. FOXTEL:

Written permission from the agent / lessor is required PRIOR to the connection of Foxtel;

9. ROUTINE INSPECTIONS:

- a. You will be notified via email of upcoming inspections. You need to reply to this email to confirm the inspection can be conducted. We are unable to guarantee specific times for these inspections; however, we will try to accommodate as best as we can;
- b. Photos may be taken at the routine inspection to make report to the lessor in relation to upkeep and maintenance of the property;

10. RENT PAYMENTS:

Are due on or before the due date. Please ensure you allow adequate date for bank processing (which is up to 3 business days) Should your rental payment not be received in full, a Notice to Remedy will be issued and you will be in breach of your tenancy agreement. Should this breach not be remedied within the specified timeframe on this notice, a Notice to Vacate the property may be issued. If you are experiencing any financial difficulties, please contact your property manager to discuss;

11. PARKING:

All cars, motorbikes, trailers, campervans, caravans, boats and trucks are to be parked in designated parking areas only. Do not park on front lawn areas, or on body corporate designated common areas (where applicable). It is the tenants responsibility to repair any damage done when parking cars in such areas;

12. RENTING GUIDE:

For your information a copy of The Renting Book is available from Access Canberra and also can be downloaded from their website www.accesscanberra.act.gov.au;

13. POOLS & POOL FENCING:

Please do not assume you can erect a swimming pool at the property. This includes blow up pools, or temporary pools. If you wish to have a pool of any size it may require fencing due to current legislation. You must first seek permission from the lessor in writing for the pool. If permission is granted it is then the responsibility of the tenant that all fencing requirements are met in accordance with relevant legislation;

14. MODIFICATIONS:

Per Clause 67 of the Standard Terms, written consent by the lessor is required for any modifications and all requested modifications are at the tenants expense, unless otherwise agreed in writing;

15. CHANGE OF TENANTS:

The tenant agrees to notify the Lessor or the Agent if there is any change in occupants of the premises. All changes must be approved beforehand. Changes to the occupants may affect the Residential Tenancy Agreement;

16. GARDENING:

The tenant agrees to maintain the garden at all times, including mowing, edging, weeding, watering and the removal of garden debris. The tenant agrees that no lopping or major pruning is permitted without the consent of the Lessor. All requests must be made in writing;

17. CONTENTS INSURANCE:

The tenant is responsible for insuring his or her own personal contents, belongings (including vehicles & outdoor equipment) and public liability and is highly recommended. The lessor WILL NOT be responsible for any theft or damage of the tenants property in the event of an act of god, storm or tempest, fire or other event normally covered by an insurance policy during the term of the tenancy;

18. CONDENSATION:

Particularly in winter, condensation can form from where moist air comes in contact with warm air on a surface. It is the tenants responsibility to mitigate potential long-term damage by minimising any condensation. Not wiping damp surfaces and not ventilating the property are major contributors of on-going damage;

19. ACCESS TO THE PROPERTY:

From time to time, tradespeople on behalf of the lessor will require access to the property. You will be required to grant access, by being at the property at the proposed time or allowing office keys to be used;

20. ASBESTOS

To view important Asbestos Advice for ACT homes built before 1985, please click [here](#).

21. SHEDS & GARAGES

The tenant agrees that in the event that the premises include the use of a parking space or storage facility, that the Landlord takes no undertaking as to the security or waterproofing of the space and accepts no responsibility for any damage that may occur.

TENANCY AGREEMENT

(RESIDENTIAL)

Standard Residential Tenancy Terms

Residential Tenancies Act 1997—Schedule 1

incorporating amendments by Housing and Consumer Affairs Legislation Amendment Act 2024 A2024-29

Lessor and tenant must comply with terms of tenancy agreement

1. (1) This tenancy agreement is made under the [Residential Tenancies Act 1997](#) (the Residential Tenancies Act).
(2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
2. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the tenancy agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing tenancy agreement

7. The lessor bears the cost of preparation and execution of this tenancy agreement.
8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

Information

13. (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this agreement.
(2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
(3) If the premises are a unit within the meaning of the [Unit Titles Act 2001](#), the lessor must give the tenant a copy of the owners corporation's rules before the commencement of this agreement.

Bond and condition report

Maximum bond

14. Payment of a bond is not necessary unless required by the lessor.
15. Only 1 bond is payable for the tenancy created by this tenancy agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17. If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

If the lessor and tenant agree that the tenant is to lodge the bond

19. If the parties agree that the tenant is to lodge the bond, the following applies:

- (a) the tenant, or the lessor on the tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
- (b) the tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;
- (c) the lessor may require lodgment of the bond before the lessor gives possession of the premises to the tenant and if this is the case, the tenant must be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the lessor that the bond was received by the Office.

If the lessor is to lodge the bond

20. If the lessor is to lodge the bond, the following applies:

- (a) on receiving the bond, the lessor must give the tenant a receipt for the bond;
- (b) the lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

Note Under the [Electronic Transactions Act 2001](#), s 8 (1), information required to be in writing may be given electronically in certain circumstances.

- (c) the lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
 - (i) the later of 2 weeks after receiving the bond and the commencement of the tenancy; or
 - (ii) if the lessor's real estate agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of the tenancy.

Condition Report

21. (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies of a condition report completed by the lessor to the tenant.
 - (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.

(2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.

22A. However, for a consecutive tenancy agreement, the lessor and tenant need not comply with clause 21 and clause 22 if an original condition report or subsequent condition report exists for the premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

23. (1) The lessor must keep the condition report for a period of not less than 12 months after the end of the tenancy.

(2) However, if a condition report is not completed because of clause 22A, the lessor must keep the original condition report, and any subsequent condition report, for a period of not less than 12 months after the end of the consecutive tenancy agreement.

End of tenancy—inspection and condition report

23A. (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.

(2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.

(3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed. (4) However, for a consecutive tenancy agreement, the lessor and tenant need not comply with subclauses (1) to (3) if an original condition report or subsequent condition report exists for the premises (the meanings of consecutive tenancy agreement, original condition report and subsequent condition report are set out in the Residential Tenancies Act).

Rent and other charges

Rent and bond only as payment for the tenancy

24. The lessor must not require any payment other than rent or bond for the following:

- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
 - (aa) consenting to— (i) a person becoming a co-tenant; or
 - (ii) a co-tenant stopping being a party to the tenancy agreement;
- (b) vacating of premises;
- (c) obtaining a key to the premises;
- (d) information on the availability of tenancies.

Holding deposits

25. The Residential Tenancies Act prohibits the taking of holding deposits.

Payment of rent

26. (1) The tenant must pay the rent on time.

(2) The tenant must not use the bond money to pay the rent for the last weeks of the tenancy.

(3) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).

(4) The tenant and lessor may agree that rent is to be paid electronically.

27. The lessor must not require the tenant to pay rent by postdated cheque.

Maximum rent in advance

28. The lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the tenant.

Rent receipts

29. If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.

30. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.

31. (1) A receipt for payment of rent must specify the amount paid.

(2) A receipt should specify the following:

- (a) the date of payment;
- (b) the period in relation to which the payment is made;
- (c) the premises in relation to which the payment is made;
- (d) whether the payment is for bond or rent.

(3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

32. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

Rent records

33. (1) The lessor must keep, or cause to be kept, records of the payment of rent.

(2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

Increase in rent

34. (1) The amount of rent under a residential tenancy agreement must not vary from period to period, except as provided by the Residential Tenancies Act.

(2) Also, the amount of rent under a proposed or existing consecutive tenancy agreement must not vary from the amount of rent under a terminating or terminated residential tenancy agreement, except as provided by the Residential Tenancies Act (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

35. (1) The rent must not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date the last increase took effect.

(2) However, for a consecutive tenancy agreement, the rent must not be increased at intervals of less than 12 months from the date the last increase took effect, whether under the consecutive tenancy agreement or a terminated residential tenancy agreement (the meaning of consecutive tenancy agreement is set out in the Residential Tenancies Act).

36. (1) This clause applies if the housing commissioner—
- (a) is the lessor under this tenancy agreement; and
 - (b) has decided to increase the rent after a review of rent under the [Housing Assistance Act 2007](#), section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 12 months after the date the last rent increase for the premises took effect.

37. The restrictions on the amount and frequency of rental rate increases apply provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase (the meaning of rental rate increase is set out in the Residential Tenancies Act).

Review of excessive rent increases

38. (1) The lessor must give the tenant 8 weeks written notice of an intended:
- (a) increase in the rent under a residential tenancy agreement (including an existing consecutive tenancy agreement); or
 - (b) increase in the rent that will take effect under a proposed consecutive tenancy agreement.
- (2) The notice to the tenant must include the date when the increase is proposed to take effect, the amount of the proposed increase, whether the amount of the increase is more than the prescribed amount, and that ACAT's prior approval must be obtained for an increase that is more than the prescribed amount if the tenant does not agree to the increase.

39. (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).

(2) On such application being made, no increase in rent is payable until so ordered by the tribunal.

40. If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.

41. (1) If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks notice to the lessor.

(2) However, for an increase in the rent that will take effect under a proposed consecutive tenancy agreement, the tenant may terminate the existing tenancy under clause 88 (for a periodic tenancy) or clause 89 (for a fixed term tenancy).

Lessor's costs

42. The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;
 - (b) services for which the lessor agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
 - (d) all services up to the time of measurement or reading at the beginning of the tenancy;
 - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.

43. (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).

(2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.

44. The lessor must pay the annual supply charge associated with the supply of water or sewerage.

45. If the premises are a unit under the [Unit Titles Act 2001](#), the lessor is responsible for all owners corporation charges.

Tenant's costs

46. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.

47. The tenant is not required by the lessor to connect or continue a telephone service.

Reading of metered services

48. (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.

(2) The lessor must provide the tenant with an opportunity to verify readings and measurements.

49. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

50. (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.

(2) The tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the premises without interference

51. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.

52. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

53. Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

Lessor to install and maintain smoke alarms

53A. (1) The lessor must install and maintain smoke alarms in the premises.

(2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.

Lessor to make repairs

Lessor to provide premises in a reasonable state at the start of the tenancy

54. (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—

(a) fit for habitation; and

- (b) reasonably clean; and
- (c) in a reasonable state of repair; and
- (d) reasonably secure.

(2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).

(3) The lessor or the tenant may change locks (at their own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).

(4) The lessor or the tenant may change locks (at their own cost) in an emergency without the agreement of the other party.

(5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the [Family Violence Act 2016](#) or the [Personal Violence Act 2016](#), the tenant or person may change locks (at their own cost) without the agreement of the other party.

(6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.

(2) The tenant must notify the lessor of any need for repairs.

(3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.

56. The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.

57. Subject to clause 55, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title premises

58. If the premises are a unit under the [Unit Titles Act 2001](#), and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59. The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.

60. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:

- (a) a burst water service;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;

- (g) serious storm or fire damage;
- (h) a failure of gas, electricity or water supply to the premises;
- (i) the failure of a refrigerator supplied with the premises;
- (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating, cooling or laundering;
- (k) a fault or damage that causes the residential premises to be unsafe or insecure;
- (l) a fault or damage likely to cause injury to person or property;
- (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.

62. The following procedures apply to urgent repairs arranged by the tenant:

- (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
- (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;
- (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
- (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

Premises must comply with minimum housing standards

62A. The lessor must ensure the premises comply with the minimum housing standards applying to the premises.

Note A regulation may prescribe minimum housing standards for premises, including in relation to physical accessibility, energy efficiency, safety and security, sanitation or amenity (see Residential Tenancies Act, s 19A (1)).

Tenant to look after the premises

The tenant must take reasonable care of the premises and keep the premises reasonably clean

63. During the tenancy, the tenant must—

- (a) not intentionally or negligently damage the premises or permit such damage; and
- (b) notify the lessor of any damage as soon as possible; and
- (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

63A. The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.

64. The tenant must leave the premises—

- (a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
- (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65. The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

Tenant of unit to comply with owners corporation's rules

66. (1) If the premises are a unit under the [Unit Titles Act 2001](#)—

- (a) the tenant must comply with the owners corporation's rules and with any notice served in accordance with the rules; but
- (b) need not comply with the rules to the extent that they are inconsistent with the standard residential tenancy terms in this agreement.

(2) However, if the owners corporation's rules include a rule about keeping animals in the unit, the tenant must comply with the rule.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of lessor

67. (1) The tenant must not, without the lessor's written consent, make any renovation, alteration or addition to the premises (time limits for the lessor to refuse consent to special modifications are set out in the Residential Tenancies Act).

(2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—

- (a) the renovation, alteration, or addition; and
- (b) any restoration at the end of the tenancy.

(3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.

(4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.

(5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the residential tenancy agreement.

68. (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.

(2) The lessor's consent must not be unreasonably withheld.

(3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.

(4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbours

69. Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

70. The tenant must not:

- (a) use the premises, or permit them to be used, for an illegal purpose; or

Note The ACAT must not make a termination and possession order for a breach of this term unless satisfied of certain matters (see Residential Tenancies Act, s 48 (3) and (4)).

- (b) cause or permit nuisance; or

- (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

71. The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of lessor

72. (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.

- (2) Consent may be given at any time.

(3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

Co-tenant may leave tenancy agreement

72A. (1) A co-tenant may stop being a party to the tenancy agreement—

- (a) with the consent of the lessor and each remaining co-tenant under the agreement; or

- (b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).

(2) The co-tenant must seek the consent of the lessor and each remaining cotenant—

- (a) by notice in writing; and

- (b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).

(3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—

- (a) the agreement continues between the lessor and the remaining cotenants; and

- (b) the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

72B. (1) Another person may become a co-tenant under the tenancy agreement—

- (a) with the consent of the lessor and each other co-tenant; or

- (b) under the Residential Tenancies Act, section 35D.

(2) An existing tenant must seek the consent of the lessor and any other co-tenant—

- (a) by notice in writing; and

- (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).

(3) If the person becomes a co-tenant—

- (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
- (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.

(4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
- (b) the person is on the premises with the permission of the tenant.

74. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

- (a) at the request of the lessor; or
- (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
- (c) without the consent of the tenant.

Keeping animals on premises

74A. (1) The tenant may keep an animal, or allow an animal to be kept, on the premises.

- (2) The residential tenancy agreement may require the tenant to obtain the lessor's prior written consent to keep an animal, or allow an animal to be kept, on the premises (time limits for the lessor to refuse consent are set out in the Residential Tenancies Act).

74B. The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping an animal on the premises.

Lessor's access to premises

Lessor cannot enter premises except as provided in tenancy agreement

75. (1) The lessor must not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.

- (2) The tenant may permit access to the premises by the lessor at any time.
- (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

76. The lessor must not have access to the premises—

- (a) on Sundays; or
- (b) on public holidays; or
- (c) before 8 am and after 6 pm;

other than—

- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or

(e) with the consent of the tenant.

Access in accordance with tenancy agreement

Routine inspections

77. The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

78. In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—

- (a) within 1 month of the commencement of the tenancy; and
- (b) in the last month of the tenancy.

79. (1) The lessor must give the tenant 1 week written notice of an inspection.

(2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

(3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

Access for purchasers and new tenants

80. The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours notice, to allow inspection of the premises by prospective tenants.

81. The tenant must permit reasonable access to the premises, on the lessor giving 48 hours notice, to allow inspection of the premises by prospective purchasers of the premises, but only if—

- (a) the lessor intends to sell the premises; and
- (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

81A. (1) The tenant must not unreasonably refuse an inspection of the premises by a prospective purchaser.

(2) However, a tenant is not required to agree to more than 2 inspections a week.

(3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

(4) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs

82. (1) On giving the tenant 1 week's notice (or such other agreed period), the lessor may enter the premises at a reasonable time, taking into account the interests of the tenant and the lessor, for the purpose of—

- (a) making or inspecting repairs; or
- (b) inspecting the premises to ensure the premises comply with the minimum housing standards; or
- (c) undertaking work, or inspecting work undertaken, to ensure the premises comply with the minimum housing standards.

(1A) However, the lessor must only enter premises for the purpose of an inspection, making repairs or undertaking work (the activity) if, taking into account the nature of the activity, it is reasonable and necessary to do so.

(2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

Notice to vacate by lessor

83. A notice to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

Notice of intention to vacate by tenant

84. (1) If the tenant serves a notice of intention to vacate and vacates the premises on or before the date stated in the notice, the tenancy terminates on the date stated in the notice.

(2) On receiving a notice of intention to vacate, the lessor may—

(a) accept the notice and accept that the tenancy ends on the date stated in the notice; or

(b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.

85. (1) The notice of intention to vacate must be in writing, in the form required by the Residential Tenancies Act, and must include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) the date the tenant intends to terminate the tenancy.

(2) If the tenant vacates the premises on or before the date stated in the notice, the tenancy terminates on the date stated in the notice.

(3) However, if the tenant does not vacate the premises on or before the date stated in the notice, the notice is taken to be withdrawn and the tenancy continues.

Termination where premises are not fit for habitation

86. (1) The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:

(a) the premises are not fit for habitation;

(b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.

(2) However, a lessor or tenant must not terminate the tenancy under subclause (1) only because the lessor has failed to comply with the minimum housing standards applying to the premises.

Note A tenant may apply to the ACAT to terminate the tenancy if the lessor fails to comply with the minimum housing standards (see Residential Tenancies Act, s 46AA).

87. (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.

(2) The tenant may give 2 days notice of termination of the tenancy.

(3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

Termination of tenancy by tenant

Termination on or after end of fixed term

88. (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

89. (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date when the tenant intends to vacate the premises.

(2) The tenancy ends on the date specified by the tenant.

Termination before end of fixed term - fee for breaking lease

89A. (1) If a tenant ends a fixed term agreement before the end of the fixed term (other than for a reason provided for by the Residential Tenancies Act or the agreement), the lessor may require the tenant to pay a fee (a break fee) of the following amount:

(a) if the fixed term is 3 years or less—

(i) if less than half of the fixed term has expired—6 weeks rent; or

(ii) in any other case—4 weeks rent;

(b) if the fixed term is more than 3 years—the amount agreed between the lessor and tenant.

(2) If the lessor requires the tenant to pay the break fee, the lessor agrees to take reasonable steps to find a new tenant for the premises.

(3) The lessor agrees that the compensation payable by the tenant for ending a fixed term agreement before the end of the fixed term—

(a) is limited to the amount of the break fee specified in subclause (1); and

(b) is not payable until the defined period after the tenant vacates the premises has ended.

(4) However, the lessor and tenant agree that if, within the defined period after the tenant vacates the premises, the lessor enters into a residential tenancy agreement with a new tenant, the amount payable by the tenant is limited to—

(a) the amount of the break fee under subclause (1) less the amount of rent payable by the new tenant for the defined period; and

(b) if the tenant vacates the premises more than 4 weeks before the end of the fixed term—the lessor's reasonable costs (not exceeding the defined cost limit) of advertising the premises for lease and of giving a right to occupy the premises to another person.

(5) This clause does not apply to a residential tenancy agreement ended by the tenant under any of the following provisions of the Residential Tenancies Act:

- (a) section 46A (Termination of agreement for aged care or social housing needs);
- (b) section 46B (Termination of fixed term agreement if premises for sale);
- (c) section 46D (Termination for family violence);
- (d) section 46G (Co-tenancies—effect of serving family violence termination notice);
- (e) section 64AA (Termination—affected residential premises);
- (f) section 64AB (Termination—eligible impacted property).

(6) In this clause:

defined cost limit means—

- (a) if at least half of the fixed term has expired—an amount equal to $\frac{2}{3}$ of 1 week's rent; or
- (b) if less than half of the fixed term has expired—an amount equal to 1 week's rent.

defined period means—

- (a) if subclause (1) (a) (i) applies—6 weeks; or
- (b) if subclause (1) (a) (ii) applies—4 weeks; or
- (c) if subclause (1) (b) applies—N weeks.

N is the number worked out as follows:

Termination for breach by lessor

90. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—

- (a) apply to the tribunal for an order terminating the tenancy; or
- (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.

91. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:

- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
- (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
- (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks notice of intention to vacate;
- (d) the tenancy agreement terminates on the date specified by the tenant;
- (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;

(f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

Termination of tenancy by lessor

Termination for failure to pay rent

92. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:

- (a) rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
- (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
 - (i) served not earlier than 1 week after the day when the rent was due; and
 - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues;
- (c) if all rent is not paid within 1 week of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 2 weeks of service of the notice to vacate;
- (d) no earlier than the date when the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
- (e) the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate;
- (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:

- (a) the lessor must serve a written notice requiring the tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
- (b) if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy—the lessor must give a notice to vacate the premises within 2 weeks after the date of service of the notice to vacate;
- (c) if the tenant does not vacate the premises within the period of 2 weeks after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;
- (d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the 3rd occasion the lessor may serve a notice to vacate and need not give the tenant 2 weeks to remedy the breach.

Termination of periodic tenancy

96. (1) For a periodic tenancy, the lessor may give the tenant—

- (a) if the lessor genuinely intends to live in the premises—8 weeks notice to vacate; or
- (b) if the lessor genuinely believes the lessor's immediate relative intends to live in the premises—8 weeks notice to vacate; or
- (c) if the lessor genuinely believes an interested person intends to live in the premises—8 weeks notice to vacate; or
- (d) if the lessor genuinely intends to sell the premises—8 weeks notice to vacate; or
- (e) if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises—12 weeks notice to vacate; or
- (f) if the lessor genuinely requires the premises for a lawful use other than as a home—26 weeks notice to vacate.

(2) A notice to vacate under this clause must be accompanied by written evidence supporting the lessor's reason for the notice.

Examples—written evidence statutory declaration, development application, quotes from a tradesperson for renovations, notice of decision from the housing commissioner

(3) In this clause:

immediate relative, of the lessor, means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for the person.

97. (1) If a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days notice of intention to vacate.

(2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Notices of address for service

98. (1) At the commencement of the tenancy, the lessor and the tenant must each give—

- (a) an address for service of termination notices; and
- (b) an address for service of other notices.

(2) If a person's address for service changes during the tenancy, the person must tell the other party about the new address within 2 weeks of the change.

99. On vacating the premises, the tenant must advise the lessor of a forwarding address.

100. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as co-tenants.

100 If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as co-tenants.

Tenant(s) Signatures

Tenant 1: **Connie-Jaine Andrews**



Signed at Fri, 09/01/2026 11:47 AM , from device: Mac OS X 10.15.7 Mac Safari 17.4.1

Tenant 2: **Christian Scanu**



Signed at Fri, 09/01/2026 11:48 AM , from device: iOS 18.7 iPhone Mobile Safari 26.1

Property Manager Signature

Property Manager : **Emily Clugston** on behalf of **Nathan Nachmann** (Landlord)



Signed at Fri, 09/01/2026 11:49 AM , from device: Mac OS X 10.15.7 Mac Chrome 142.0.0

AUDIT TRAIL

Connie-Jaine Andrews (Tenant)

- Fri, 09/01/2026 11:31 AM - Connie-Jaine Andrews clicked 'start' button to view the Residential Tenancy Agreement (Mac OS X 10.15.7 Mac Safari 17.4.1, IP: 110.149.172.228)
- Fri, 09/01/2026 11:47 AM - Connie-Jaine Andrews stamped saved signature the Residential Tenancy Agreement (Mac OS X 10.15.7 Mac Safari 17.4.1, IP: 110.149.172.228)
- Fri, 09/01/2026 11:47 AM - Connie-Jaine Andrews submitted the Residential Tenancy Agreement (Mac OS X 10.15.7 Mac Safari 17.4.1, IP: 110.149.172.228)

Christian Scanu (Tenant)

- Fri, 09/01/2026 11:38 AM - Christian Scanu clicked 'start' button to view the Residential Tenancy Agreement (iOS 18.7 iPhone Mobile Safari 26.1, IP: 104.28.125.5)
- Fri, 09/01/2026 11:48 AM - Christian Scanu stamped saved signature the Residential Tenancy Agreement (iOS 18.7 iPhone Mobile Safari 26.1, IP: 104.28.125.5)
- Fri, 09/01/2026 11:48 AM - Christian Scanu submitted the Residential Tenancy Agreement (iOS 18.7 iPhone Mobile Safari 26.1, IP: 104.28.125.5)

Emily Clugston (Property Manager)

Fri, 09/01/2026 11:49 AM - Emily Clugston clicked 'start' button to view the Residential Tenancy Agreement

Fri, 09/01/2026 11:49 AM - Emily Clugston stamped saved signature the Residential Tenancy Agreement

Fri, 09/01/2026 11:49 AM - Emily Clugston submitted the Residential Tenancy Agreement

AGREEMENT END

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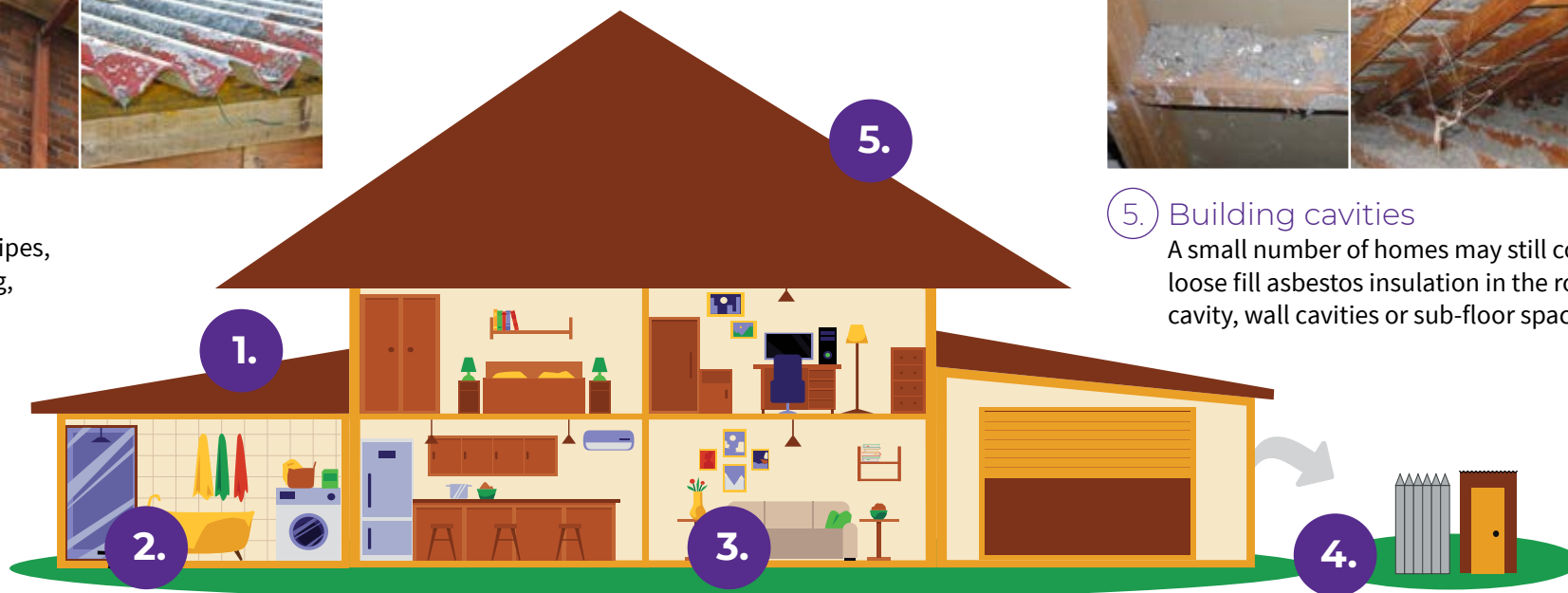
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If a home was built before 1990 it may contain dangerous asbestos material

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.

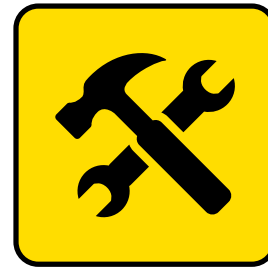
Asbestos materials become dangerous when:



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.