

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	16790	19	13	Mawson
		and known as 22 Enderby Street, Mawson				
Seller	Full name	ROC HOLDINGS (AUSTRALIA) PTY LTD				
	ACN/ABN	ACN 147 042 617				
	Address	2/133-135 Gladstone Street, Fyshwick, ACT 2609				
Seller Solicitor	Firm	Maxwell and Co Lawyers Pty Ltd				
	Email	info@maxwellco.com.au				
	Phone	02 6188 3500	Ref FL:Yang:FL:2025/000519			
	DX/Address	GPO Box 631, Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	hello@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Leanne Palmer			
	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 checked="" type="checkbox"/> Vacant possession	<input 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	See Inclusion List				
Date for Registration of Units Plan	N/A					
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 type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
	Potential residential land?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" 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	Nil % 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	\$ 660.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name	ROC Holdings (Australia) Pty Ltd		
	ABN	73 147 042 617	Phone	0418 866 450
	Business address	2/133 -135 Gladstone Street, Fyshwick ACT 2609		
	Email	kamcandy1822@gmail.com		
Residential Withholding Tax	Supplier's portion of the RW Amount:			\$
	RW Percentage:			7 %
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			\$
	Is any of the consideration not expressed as an amount in money?	<input 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 the *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.

Block 19 Section 13 Mawson
22 Enderby Street, Mawson, ACT 2607

SPECIAL CONDITIONS

1. AUCTION CONDITIONS

If sold by auction, these are the standard conditions for the conduct of public auctions of residential property;

- (a) The auctioneer may make 1 bid for the Seller of the property at any time during the auction.
- (b) Each person bidding must be entered on the bidders record.
- (c) The auctioneer may refuse any bid.
- (d) The auctioneer may decide the amount by which the bidding is to be advanced.
- (e) The auctioneer may withdraw the property from sale at any time.
- (f) The auctioneer may refer a bid to the Seller at any time before the end of the auction.
- (g) If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- (h) If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- (i) The sale is subject to a reserve price unless the auctioneer announces otherwise.
- (j) The highest recorded bidder will be the Buyer, subject to any reserve price.
- (k) If a reserve price has been set for the property and the property is passed in below the reserve price, the Seller must first negotiate with the highest bidder for the purchase of the property.
- (l) The Buyer must sign the Contract and pay the deposit immediately after the fall of the hammer.

The Seller reserves the right to vary the terms and conditions of this Contract without notice at any time prior to the commencement of the auction.

2. AMENDMENTS

2.1 Amendments to the Standard Terms

- (a) Clause 2.3 the word "cash" is deleted and replaced with "electronic funds transfer".
- (b) Clause 2.6 the words "or in cash (up to \$200)" are deleted.
- (c) Clause 33 is deleted.
- (d) Clause 38 is deleted.

3. ACKNOWLEDGEMENTS BY THE BUYER

3.1 Asbestos

The Buyer warrants and acknowledges that they have made and relied on their own enquiries as to whether any form of asbestos is present at the property and the consequences of the presence of any asbestos at the property. The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect to the existence or discovery of asbestos at the property.

3.2 Adjustments

If Completion does not occur by the Date for Completion due solely to the delay or default of the Buyer, then the adjustments under Clause 8 are to be effected on the Date for Completion rather than the actual date Completion occurs.

3.3 Directors Guarantee

The Buyer acknowledges that a Directors Guarantee is required to be executed if the Buyer is a Corporation. The Directors Guarantee is attached and marked as Annexure A to these Special Conditions.

4. CONDITION OF PROPERTY

4.1 The Buyer acknowledges that they purchasing the property:

- (a) in its present condition and state of repair: including but not limited to all improvements, fixtures, fittings and inclusions;
- (b) Subject to all defects latent and patent in the property or the said improvements;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance , that is disclosed herein, with the Local Government Act or any ordinance under that Act in respect of any building on the land.

The Buyer agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. INCAPACITY, DEATH OR INSOLVENCY

5.1 Natural Person – No Fault

If the Buyer or the Seller being a natural person (and, if comprising more than one person, any one or more of them) before Completion;

- (a) Dies; or
- (b) Is found by a court or tribunal to be incapable of administering his or her estate or affairs;

Then either party may rescind the Contract and the provisions of Clause 21 shall apply.

5.2 Buyer at Fault

If the Buyer being:

- (a) A natural person (and, if comprising more than one person, any one or more of them) before Completion;
 - (i) Enters a scheme of arrangement; or
 - (ii) Makes an assignment for the benefit of creditors;

OR

- (b) An incorporated entity (and, if comprising more than one incorporated entity, any one or more of them) before Completion:
 - (i) Appoints or has appointed an administrator or receiver over the whole or any part of its assets or undertaking; or
 - (ii) Resolves to go into liquidation; or
 - (iii) Has a summons or application presented or an order made for its winding up; or
 - (iv) Enters into a deed of arrangement, assignment or composition for the benefit of creditors

Then this shall constitute a default by the Buyer and the Seller shall be entitled to terminate immediately and the provisions of Clause 19 shall apply.

6. EXECUTION

6.1 Signature

The parties' agree and consent to the exchange of Contract using:

- (a) Original wet signature; or
- (b) Copy of wet signature; or
- (c) Electronic signature; or
- (d) DocuSign (where no witness is required).

6.2 Binding Agreement

The parties' warrant that signing the Contract as per this Special Condition is sufficient evidence of:

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

6.3 No Objection

The Buyer must not raise any objection, requisition, claim for compensation or damages, delay Completion or rescind or terminate this Contract in respect of any matter under this Special Condition.

7. DEPOSIT BOND OR BANK GUARANTEE

The deposit set out on the front page of this Contract may be paid by Deposit Bond or Bank Guarantee in accordance with the following conditions.

In this Agreement, the word "Bond" means either:

The Deposit Bond issued to the Seller at the request of the Buyer by an entity approved by the Seller (called "The Surety") and in a form acceptable to the Seller; or

Bank Guarantee issued by a Bank approved by the Seller (called "The Surety") and in form acceptable to the Seller

Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this agreement to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.

The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted to the Seller.

If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Surety under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this agreement to hold the deposit.

The Seller acknowledges that payment by The Surety under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.

If seven (7) days prior to the expiration of the term of this Bond or if extended then (7) days prior to the expiration of the extended period of the Bond the Buyer has not either

Completed this agreement; or

- (i) Delivered to the Seller's Solicitors a Bond in identical terms for an extended period
 - (ii) Paid the amount covered by the Bond as deposit to the stakeholder; the Buyer shall be in default. If the Buyer is in default under any provision of this Special Condition then immediately and without the notice otherwise necessary under Clause 18 the provisions of Clause 19 will apply.
- (b) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit payable under this Contract to the Seller by either:
- (i) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (ii) Payment of the Deposit in accordance with Clause 2.1
- (c) This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

8. SPECIAL CONDITIONS

8.1 Special Conditions Essential and Prevailing

These Special Conditions are essential terms of the Contract and where an inconsistency exists between the Standard Terms of the Contract and these Special Conditions, these Special Conditions shall prevail.

9. Defects

9.1. Make good defects

- (a) The Seller will cause all defects or faults (if any) in the Property due to defective or improper materials or bad workmanship, as are notified in writing to it by the Buyer within the Defects Liability Period (90 days from the date of Completion, or from the date the Buyer takes occupation, whichever is earlier), to be made good in a proper and workmanlike manner, at no cost to the Buyer.
- (b) The Seller is not required to rectify:
 - (i) natural shrinkage in the Property or defects caused by natural shrinkage in the Property; or
 - (ii) minor defects or irregularities in natural materials used in the construction of the Property; or
 - (iii) chips, cracks, marks or stains in paintwork, brickwork, tiles, carpets, concrete, paving or on walls, ceilings or windows, which are not notified by the Buyer prior to Completion.

9.2. Timing of repairs

The Seller will make good defects notified during the Defects Liability Period:

- (a) if to or concerning:
 - (i) electricity or gas supplies or distribution; or
 - (ii) sewerage or drainage,as soon as practicable after receiving the notice;
- (b) in the case of any other defects or faults within 90 days from the date of receiving the notice,
PROVIDED that the Seller will not be liable to make good or repair any items within the Property which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.
- (c) Other than for matters directly covered by special condition 9.2(a) the Buyer may submit only one list of defects during the Defects Liability Period.
- (d) The list of defects must be submitted by email only to felix.law@maxwellco.com.au or such other valid email address notified to the Buyer. Submission by any other means will not be accepted.
- (e) The Buyer must make the Property available, at the time or times notified by the Seller, to the Seller or the Seller's subcontractors to permit the defect rectification work to be completed in a prompt and timely manner.

9.3. Appliances and Fittings

- (a) Information in relation to warranties will be provided by the Seller on Completion and the Buyer acknowledges that it is responsible to read and submit the warranty cards (or similar) as required by the supplier or manufacturer, including submitting those within a particular time period and in a prescribed way.
- (b) The Seller has no obligation to take further steps where warranty information has been provided to the Buyer.
- (c) The Buyer acknowledges that if it lodges a warranty claim, the Buyer may be required to produce a copy of their settlement statement as “proof of purchase” evidence.

1 SHUTDOWN PERIOD – ACT

1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

Isolate means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.

Pandemic means the COVID 19 (or a variant of it) pandemic as declared by WHO.

WHO means the World Health Organisation.

1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

- (a) when any of the following is closed:
 - (i) the ACT Law Society settlements room;
 - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
 - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
 - (iv) the place of business of the Seller's solicitor;
 - (v) the place of business of the Buyer's solicitor;
 - (vi) the ACT Land Titles Office; or
 - (vii) the ACT Revenue Office,
- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(a) due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

1.3 Notice of closure

- (a) Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

1.4 Completion extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

1.5 Extension of Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3rd Business Day after the date of notification of the end of the Shutdown Period.

1.6 Extension of other notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

1.7 Payment of damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

ANNEXURE A – DIRECTORS GUARANTEE

I/We _____ (name of all Director/s)

of _____ (address/s)

agree as follows:

1. I/we am/are a Director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller
 - (a) The performance and observance by the Buyer of all its obligation under the Contract, before, on and after Completion of this Contract; and
 - (b) The payment of all money payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
 - (a) My/our subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy, liquidation or any one (1) or more of the Buyer or the Buyer’s Directors;
 - (b) Any indulgence, waiver or extension of time by the Seller to the Buyer to me/us or to the Buyer’s Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/us without having instituted legal proceedings against the Buyer or any other of the Buyer’s Directors and without first exhausting the Seller’s remedies against the Buyer.
5. I/we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

SIGNED, SEALED AND DELIVERED by the Buyer’s Director/s in the presence of

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

Signature of Buyer’s Director

Signature of Witness

Name of Buyer’s Director

Name of Witness

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Mawson Section 13 Block 19 on Deposited Plan 1848 with 3 units on Unit Plan 16790

Unit 1 (Class B) entitlement 336 of 1000, 0 subsidiaries

Lease commenced on 04/12/2025, terminating on 12/07/2078

Proprietor

ROC HOLDINGS (AUSTRALIA) PTY LTD

UNIT 2, 133 GLADSTONE STREET, FYSHWICK ACT 2609

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202240358	Development Application	06/07/2022	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	07/09/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION - demolition of the existing dwellings and construction of 3 new 2 storey dwellings with attached garages, new driveway, landscaping and associated works. LEASE VARIATION TO permit 3 dwellings.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Mawson Section 13 Block 19 on Deposited Plan 1848

Lease commenced on 13/07/1979, granted on 26/07/1979, terminating on 12/07/2078

Area is 1157 square metres or thereabouts

Proprietor

ROC HOLDINGS (AUSTRALIA) PTY LTD

UNIT 2, 133 GLADSTONE STREET, FYSHWICK ACT 2609

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 763 Folio 67**

Restrictions

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
06/11/2023	3279896	Application to vary Crown Lease (Refer Instrument)

End of interests

ADMINISTRATIVE INTERESTS

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

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

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ORIGINAL

**CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED**

Form 'C'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

LS 3/17 (3/74)

City Area Leases Ordinance 1936

Entered in Register Book Vol. 712

Folio 67

[Signature]
16 AUG 74
Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the

twenty sixth day of *July* One thousand nine hundred and *seventy nine*

WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to **KENNETH EDWIN BAILEY** of 22 Enderby Street Mawson Public Servant and **AIKO BAILEY** his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 1 rood 5 $\frac{3}{4}$ perches or thereabouts and being Block 19 Section 13 Division of Mawson as delineated on Deposited Plan Number 1848 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the thirteenth day of JULY One thousand nine hundred and seventy nine to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:—

- (a) That the Lessee will pay to the Minister or to the person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
- (b) That the Lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (c) That the Lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
- (d) To use the said land for residential purposes only;
- (e) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;
- (f) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth 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 Commonwealth by the Lessee;
- (g) To permit any person or persons authorized by the Minister to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the Lessee:—

That the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land.

3. IT IS MUTUALLY COVENANTED AND AGREED as follows:—

- (a) That if the said land is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the Lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the City Area Leases Ordinance 1936 including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorised by the Minister or by law to exercise those powers and functions of the Minister;
- (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 Minister and delivered to or sent in a prepaid letter addressed to the Lessee at the said land or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the said land;
- (f) That if the Lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
- (g) That if the Lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the executors administrators and assigns of the survivor of them;
- (b) That if the Lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns;

IN WITNESS whereof the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED
 by **MILOSLAV CHALOUPEK**
 Delegate of the Minister for and on behalf
 of the Commonwealth in the presence of

} *M. Chaloupek*

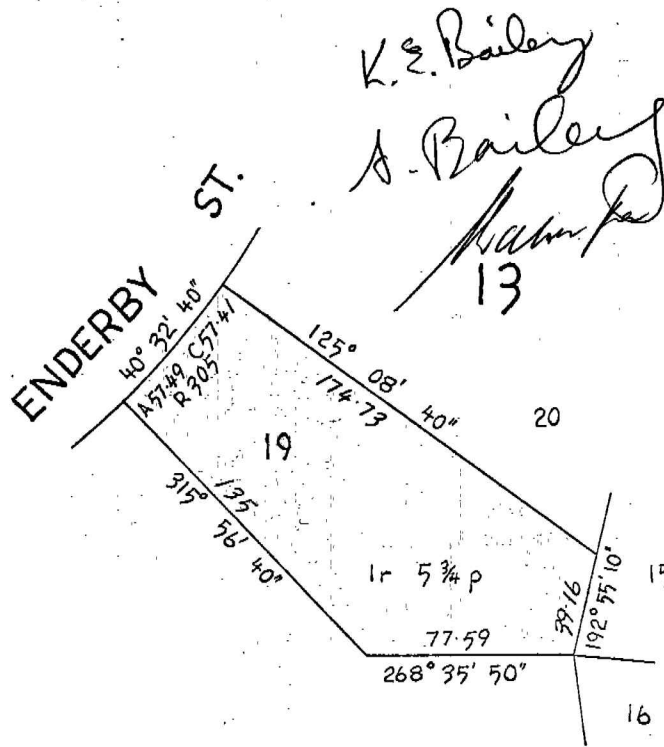
J. McCusker
 COMMISSIONER FOR DECLARATIONS

SIGNED SEALED AND DELIVERED
 by the Lessee in the presence of

Shule

COMMISSIONER FOR DECLARATIONS

} *K. E. Bailey*
A. Bailey



— SCALE:— 60 FEET TO AN INCH —

"This is the plan referred to in the lease of Block 19 Section 13 Division of MAWSON granted on the ~~twentieth~~ day of JULY — 1979 as being annexed thereto."

No. 313341 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Entered 16th August 1979 at two o'clock in the afternoon



Registrar of Titles

No. 460854 Mortgage to C.P.S. Credit Union Co-Operative Limited

Entered 5th March 1984 at four o'clock in the afternoon



Chris Price
C. A. PRICE Deputy
Registrar of Titles

No. 688145 DISCHARGE OF MORTGAGE No. 460854

Entered 4th April 1990 at Ten o'clock in the forenoon



P. A. Rowe
P. A. ROWE Deputy
Registrar of Titles

No. 688146 DISCHARGE OF MORTGAGE No. 313341

Entered 4th April 1990 at Ten o'clock in the forenoon



P. A. Rowe
P. A. ROWE Deputy
Registrar of Titles

No. 710083 Mortgage to C.P.S. Credit Union Co-operative Limited

Entered 28 November 1990 at ten o'clock in the forenoon



P. A. Rowe
P. A. ROWE Deputy
Registrar of Titles

No. 889044 DISCHARGE OF MORTGAGE No. 710083

Entered - 7 MAR 1994 at Two o'clock in the Afternoon

B J MCCARTHY
DEPUTY REGISTRAR-GENERAL



No. 889045 Pursuant to S. 72A Real Property Act 1925, the Crown Lease is varied in the manner set out in the within instrument.

Entered - 7 MAR 1994 at Two o'clock in the Afternoon

B J MCCARTHY
DEPUTY REGISTRAR-GENERAL



No. 895423 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

Entered 27 APR 1994 at ten o'clock in the forenoon

S ROBERTSON
DEPUTY REGISTRAR-GENERAL



CANCELLED AND COMPUTER CERTIFICATE OF TITLE ISSUED



AVCL\$3279896 03/11/2023 12:13:51 Bui H

Access
Canberra.

3279896

Chief Minister, Planning and Development Directorate

APPLICATION TO VARY A CROWN LEASE

AVCL

Land Titles Act 1925

The Minister or the Delegate of the Planning and Land Authority (the Authority) has agreed to vary the lease as described below, subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this document. (Note – This form cannot be used to vary a Unit within a Registered Units Plan)

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
BOS SING LOK	richardalkitchen@gmail.com		0411498899
KUAH KEI KAM	candykam@inet.net.au		0418866450

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
3018 : 280	MAWSON	13	19

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS
ROC HOLDINGS (AUSTRALIA) PTY LTD A.C.N. 147 042 617	Unit 2, 133 Gladstone Street Fyshwick ACT 2609

LEGISLATIVE PROVISION TO VARY CROWN LEASE
I, <u>Kym Strudwicke</u> , being a delegate of the Planning and Land Authority, apply to you to register the variation which has been made to the Crown lease of the land described above. An approval of the Variation of Lease is submitted herewith in accordance with Section 72A of the <u>Land Titles Act 1925</u> .

DETAILS OF VARIATION

**AUSTRALIAN CAPITAL TERRITORY
PLANNING AND DEVELOPMENT ACT 2007
VARIATION OF A LEASE**

Under the Planning and Development Act 2007 I, Kym Strudwicke, approve the variation of Crown lease specified hereunder:

PARTICULARS OF VARIATION

FORMER PROVISION

1(e) That the building erected on the land shall be used only as:

- (i) a single unit private dwelling; and
- (ii) where permitted by the Territory Plan a second single unit private dwelling

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation.

AMENDED PROVISION

1(e) That the building erected on the land shall be used only as:

- (i) single dwelling housing; or
- (ii) multi-unit housing of not more than three (3) dwellings;

PROVIDED THAT any outbuildings erected on the land shall not be used as a habitation.


INSERTED PROVISIONS

Replace the full stop/period (".") at the end of clause 3(h) with a semi-colon (";") and add the following sub clauses:

- (i) That in this lease the expression "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (j) That in this lease the expression "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
- (k) That in this lease the expression "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (l) That in this lease the expression "single dwelling housing" means the use of land for residential purposes for a single dwelling only;
- (m) words in the singular include the plural and vice versa;
- (n) words importing one gender include the other genders; and,
- (o) 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.

CERTIFICATION *Delete the inapplicable

- ~~*The Certifier has taken reasonable steps to verify the identity of the lessee~~
- ~~*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:  *B. S. Ip*
 <Name of certifying party> *Wah Kei kam*
 <Capacity of certifying party> *Director*
 for: <Company name> *ROC Holdings Australia P/L*
 on behalf of the Lessee


 *Christine Brill* 2, 11 2023
CHRISTINE BRILL
 Justice of the Peace # 1996

EXECUTION BY ACT PLANNING AND LAND AUTHORITY

CERTIFICATION *Delete the inapplicable

- *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:  *Kym Strudwicke*
 Delegate of Authority Kym Strudwicke
 Position Number: P13612

Witnessed By:  *Zhimei Wang*
 Full name of Witness: Zhimei Wang

for: ACT Planning and Land Authority

OFFICE USE ONLY			
Lodged by		Registered by	LMT
Data entered by	AS	Registration date	06/11/2023

VOI Sighted x *2*
 Change of Name by.....
 Category *both 1 + ABIC + rates*
 Sighted by *Ashlee*
 Date *3-11-2023*

SPECIAL CONDITION H

HOLIDAY PERIOD

H1 Adjustment of Dates

The parties agree that if the date for Completion falls between 18 December 2025 and 7 January 2026 inclusive, the date for Completion is deemed to be extended to 7 January 2026.

H2 Notice

If a party serves the other party with a Notice between the dates 18 December 2025 and 7 January 2026 inclusive, service of the Notice is deemed to be effective on 7 January 2026.

If a Notice to Complete issued pursuant to this Contract expires between 18 December 2025 and 7 January 2026 inclusive, the date for expiration of the Notice is extended to 7 January 2026.

H3 Adjustments and Payments

The parties agree that any adjustment or payment, including the calculation of penalty interest, shall not be payable between the dates 18 December 2025 and 7 January 2026 inclusive.

H4 This Special Condition to Prevail

To the extent that there is any conflict between this Special Condition and any other term of the Contract, this Special Condition shall prevail.



**MINUTES OF THE INAUGURAL MEETING
OF THE PROPRIETORS OF UNITS PLAN NO. 16790
22a,b,c ENDERBY STREET, MAWSON, ACT, 2607.
BLOCK 19, SECTION 13, MAWSON ACT**

**HELD 22 SEPTEMBER 2025
VIA ELECTRONIC MEETING ROOM**

The meeting commenced at 12.00 pm.

Present

Units 1, 2 & 3 – ROC Holdings Australia Pty Ltd (Directors – Richard Lok & Candy Kam).

Matthew Green – Whittles Canberra

Chairperson

ROC Holdings Australia Pty Ltd (Directors – Richard Lok & Candy Kam).

It was reported that Units Plan No. **16790 - BLOCK 19, SECTION 13, Mawson** has been registered.

It was **resolved**.

1. That Whittles Canberra be appointed as Managing Agent for the complex (as per the attached Management Agreement) for a period of 3 years and is authorised to exercise its functions and powers pursuant to Section 50 of the Unit Titles (Management) Act 2011. **Carried.**

2. That the Corporation has the following Insurance cover:

Company:	CHU
Cover Buildings:	\$ 2,000,000
Public Liability:	\$ 30,000,000
Expiry:	15/09/26
Excess:	\$ 2,000 (Standard)

3. That the Common Seal of the Corporation be as follows:
The Owners Units Plan No. **16790**

This is to be affixed by the Manager or in the presence of the Executive Committee members. **Carried.**

4. **Expenditure Budget**

That the following expenditure budget be adopted for the period **01/10/25 to 30/09/26**.

2025 to 2026 (Financial Year Period = 01/10/25 to 30/09/26)

	1st Year	2nd Year
Common Seal	\$60.00	\$0.00
Insurance	\$5750.00	\$6,500.00
Management Fee	\$1998.00	\$2500.00
Add Services Fee	\$500.00	\$250.00
Contingencies	\$500.00	\$500.00
Maintenance Schedule Plan	\$300.00	\$0.00
Insurance Valuation Report	\$550.00	\$0.00
Utilities - Electricity	N/A	N/A
Utilities - Water	N/A	N/A
Total	\$9,658.00	\$9,750.00

Carried

5. **Administration Levies**

That levies of **\$ 9,658.00** be contributed by members in accordance with their Unit Entitlement for the period **01/10/25 to 30/09/26** Levies to be paid yearly in advance.

Carried.

6. **Bank Account**

That the Corporation open a Bank Account in the name of
"The Owners – Units Plan No. **16790**

Carried.

7. **Executive Committee**

That all owners form the Executive Committee of the Corporation until the First Annual General Meeting of members.

Carried.

8. **Maintenance Schedule.**

The Manager is authorised to obtain a Maintenance Schedule plan report for Units plan **16790**

Carried.

9. **Insurance Valuation.**

The Manager is authorised to obtain an Insurance Valuation report for Units plan **16790**

Carried.

10. Mailing Address

The duplicate copy of the Units Plan, the Common Seal and other records to the corporation to be retained by:

**Whittles Canberra
Unit 43, 2nd Floor, 2 King Street
Deakin ACT 2600**

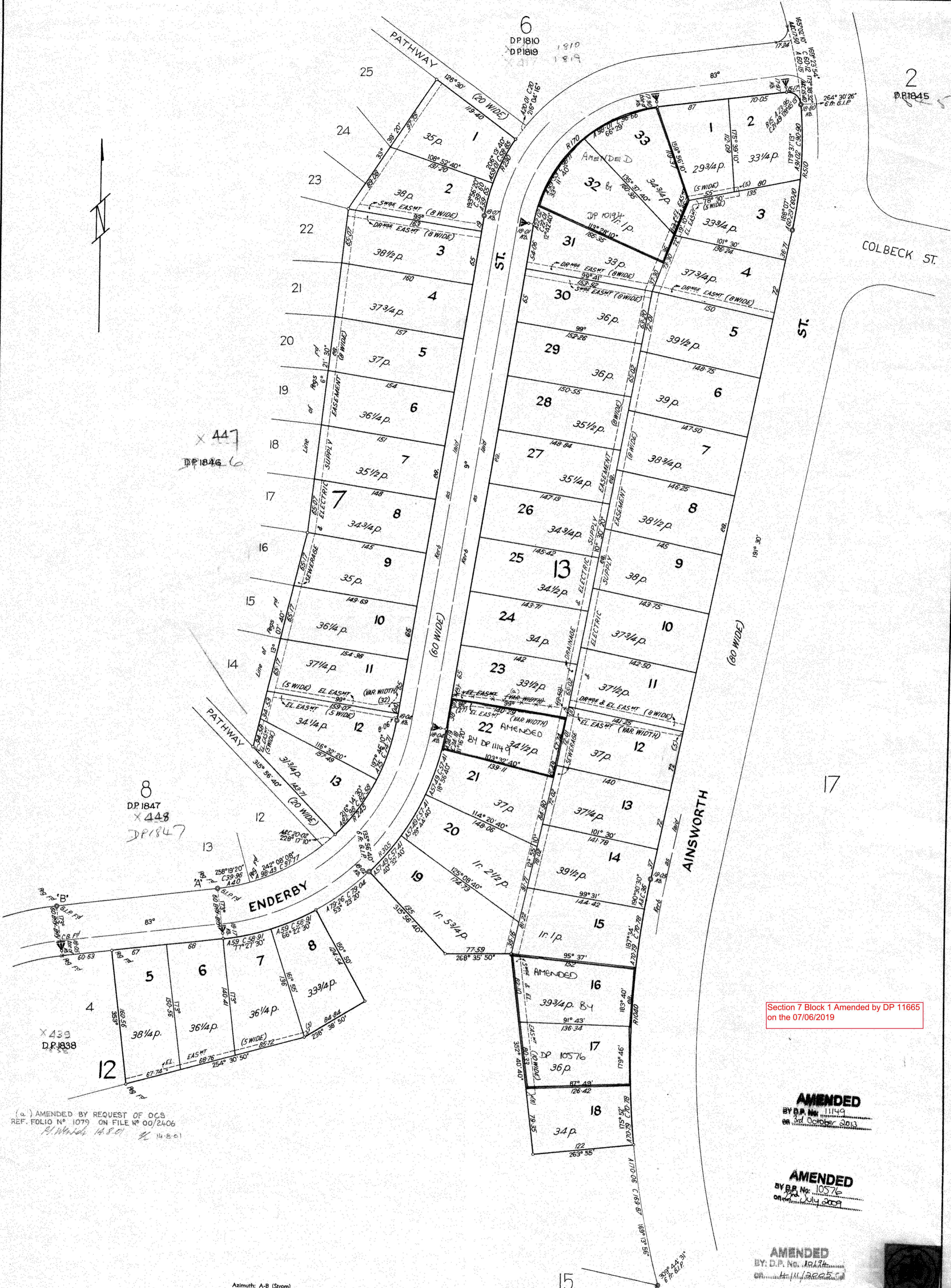
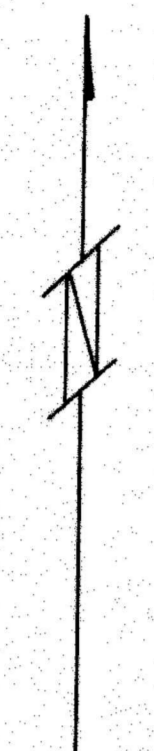
Carried.

There being no further business the meeting closed at 12:30 pm

**LEVY CONTRIBUTION SCHEDULE
2026 to 2026 (Levy Year Period = 01/01/26 to 31/12/26)**

UP (TBC)	22a,b,c Enderby Street, Mawson	0	0
Unit No	Estimated Unit Entitlements	1st Year	2nd Year
	2025 to 2026		
1	336	3,245.09	3,276.00
2	332	3,206.46	3,237.00
3	332	3,206.46	3,237.00
	1000	9,658.00	9,750.00

Levy Due Date = **15/01/26** (for the levy year period of 01/10/25 to 30/09/26)



(a) AMENDED BY REQUEST OF OCS
 REF. FOLIO N° 1079 ON FILE N° 00/2406
 21. March 14.8.01 14.8.c1

Section 7 Block 1 Amended by DP 11665
 on the 07/06/2019

AMENDED
 BY D.P. No. 11149
 on 3rd October 2013

AMENDED
 BY D.P. No. 10576
 on 2nd July 2009

AMENDED
 BY D.P. No. 11149
 on 3rd October 2013

REFERENCE & PERMANENT MARKS
 ● Denotes G.I.P. in road 6 radially from T.P.
 ▲ " C.B. " " 6 " " T.P.
 (Except as otherwise shown)

Azimuth: A-B (Strom)

I, JOHN MILLS HARRIS, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, (2) under my supervision and completed on the 13th day of December 1967 and the reference marks have been placed as shown hereon.

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

John Harris
 Licensed Surveyor.

Declared at Canberra the 21st day of April 1967 before me *Kevin O'Hara*
 Commissioner for Declarations under the Statutory Declarations Act 1959.

I certify that this plan is the plan prepared in accordance with subsection 6 of the Districts Ordinance 1966.
W. Doyle
 Commonwealth Surveyor-General.

PLAN OF
 BLOCKS 1-13 SECTION 7
 BLOCKS 5-8 SECTION 12
 BLOCKS 1-33 SECTION 13

DIVISION: MAWSON
 DISTRICT: CANBERRA CITY
 AUSTRALIAN CAPITAL TERRITORY.

Scale: 60 feet to an inch.
 Field Books: K 3618 *J.M.H. 65/455*

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the twenty first day of June 1967 at 21 minutes past twelve o'clock in the afternoon

Approved *[Signature]*
 Registrar of Titles

DEPOSITED PLAN.
1848

SITE PLAN

LAND DETAILS

Block	19
Section	13
Division	Mawson
Deposited Plan Number	DP1848
Volume/Folio	3018:280
Class of Units (A or B)	B

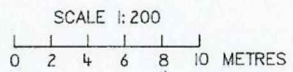
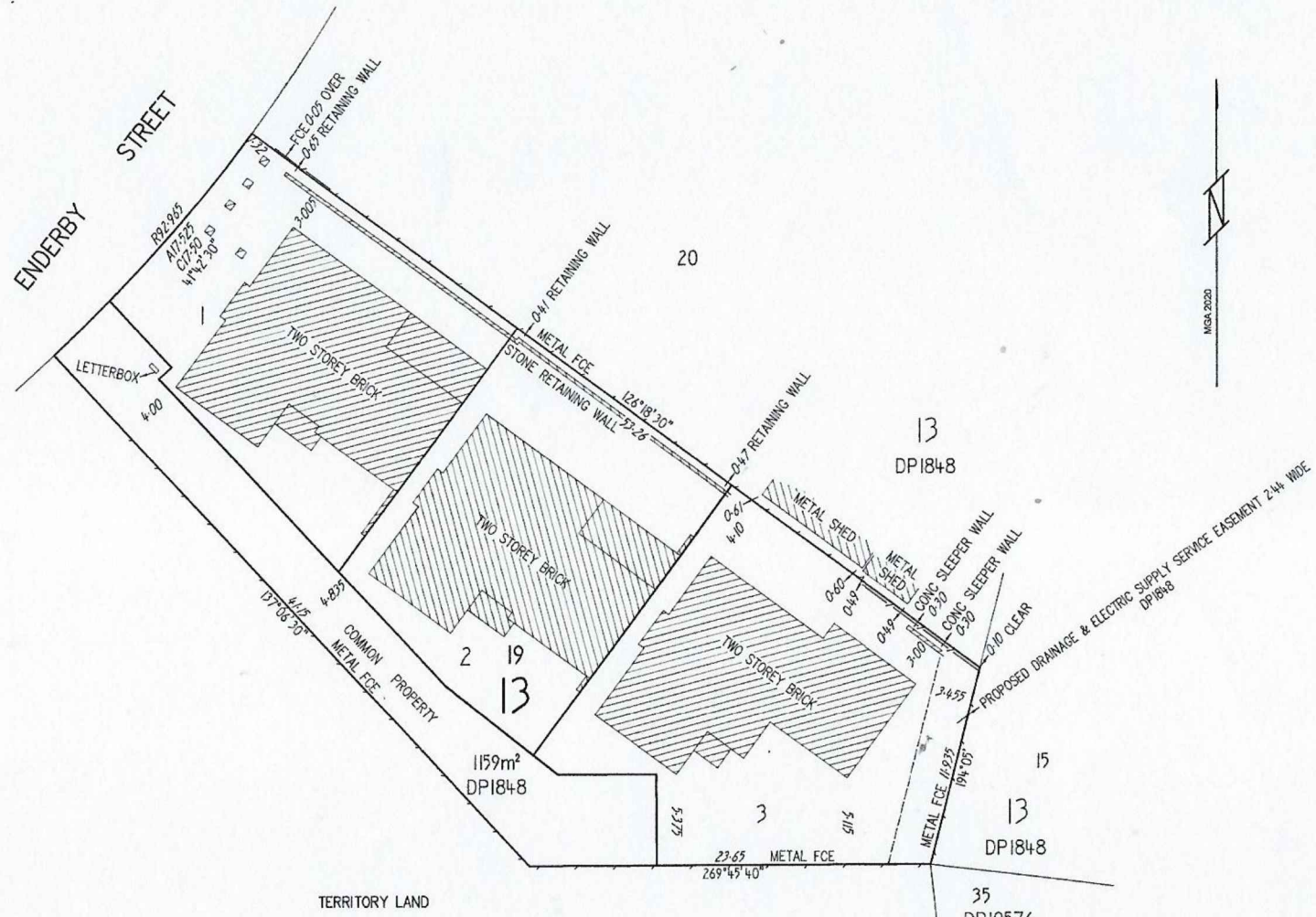
*ROC Holding Australia
pty Ltd
ACN: 147042617
Wah Kei Kam
Director
Bo Singh Lok
Director*

Anju
Anju Yadav
10 November 2025
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

Sean Quinn
Sean Quinn
Deputy Registrar-General

04 December 2025
UNITS PLAN No.
16790



SURVEYORS DECLARATION
1. Scott David McIlven of Unit 12 Torrens Place, Torrens ACT
A surveyor registered under the Surveyors Act 2007, herby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 13/8/25
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.

Scott David McIlven
Signature of Registered Surveyor

Dated 13/8/25

CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(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
a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
b) The diagram clearly indicates the existence, nature and extent of any easement by a building (including anything attached to it), beyond the boundaries of the parcel;
c) The diagram clearly indicates 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.

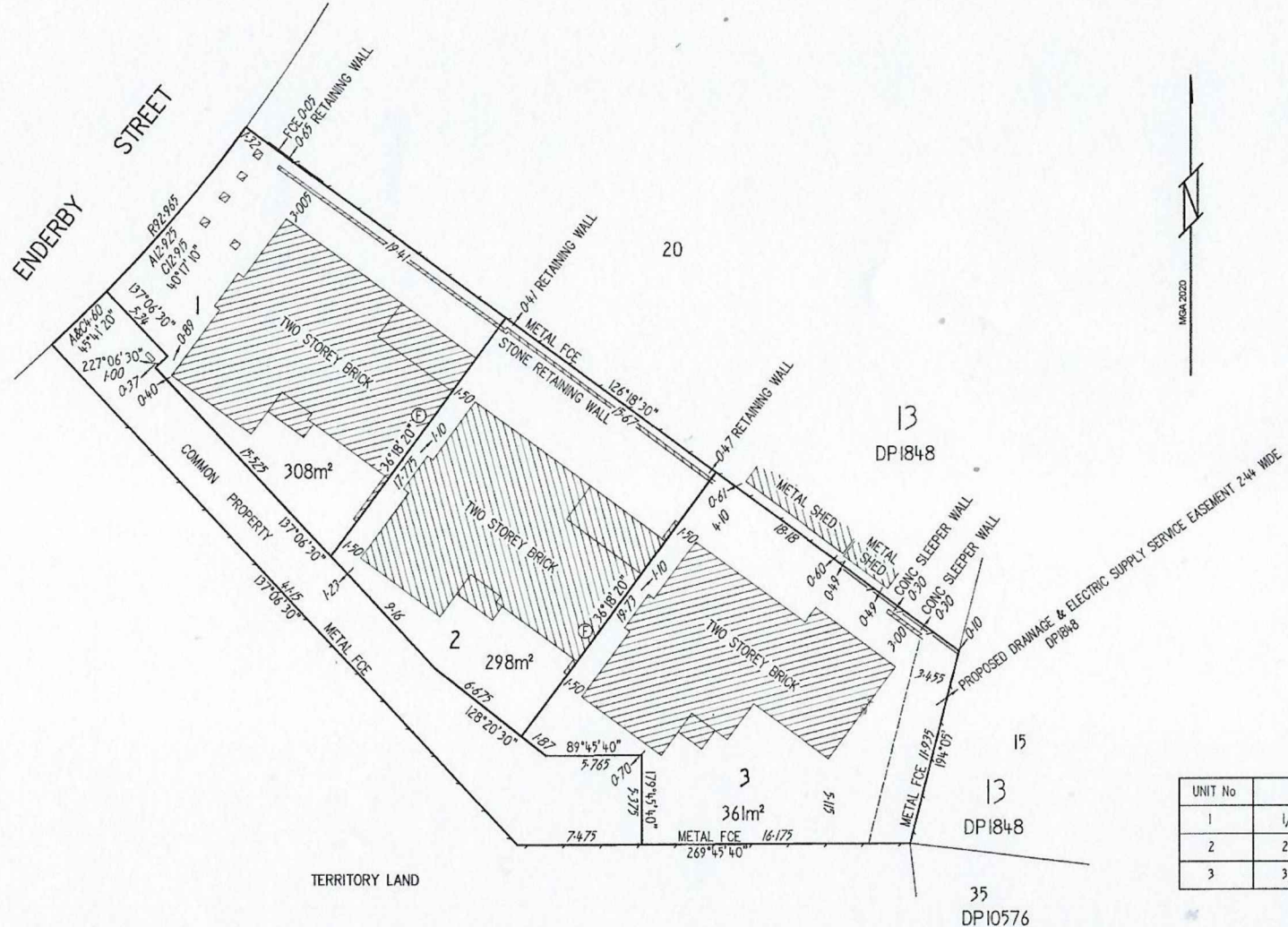
PO Box 3208
Weston ACT 2611
Address for Service of Notice

Whittles Canberra
Name of Manager / Owners Corporation

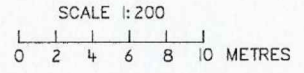
Form 1
Form 088 - SP
Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

FLOOR PLAN

Block	19
Section	13
Division	Mawson
FLOOR NUMBER	Ground



UNIT No	ADDRESS
1	1/22 Enderby Street
2	2/22 Enderby Street
3	3/22 Enderby Street



STROMLO TO MGA2020 +1°09'50"
 ⊕ DENOTES BOUNDARY FACE OF BRICK WALL
 □ DENOTES BRICK COLUMN

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16790

Block 19 Section 13 Division of MAWSON

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

1. The term of the lease of each of the units expires on the twelfth day of July Two thousand and seventy eight.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 - 3 inclusive covenants with the Territory Planning 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 use the unit as a single dwelling only;
 - (c) that any outbuildings erected on the parcel of land shall not be used as a habitation;
 - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other

improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal 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;

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the 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 Act 2023 and the Unit Titles Act 2001;
- (i) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Urban Forest Act 2023, applies;
- (j) all minerals on or in the unit are reserved to the Territory.

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

- (a) the Lessee may at any time upon payment of all rent and all other money due to the Authority under this lease surrender this lease to the Authority but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Authority, the Territory or from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements comprising the unit;
- (b) that if:
 - (i) 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
 - (ii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease

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;

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i) or (ii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;
- (e) 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 its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (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 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 Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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;
- (c) "dwelling" has the same meaning as in the Planning (General) Regulation 2023;
- (d) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and

- (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (f) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (g) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (h) "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);
- (i) "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;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

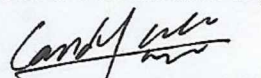
DATED the.....Tenth..... day of..... November..... 2025.



Anju Yadav

a delegate of the Territory Planning Authority in exercising its functions

LESSEE: **ROC HOLDINGS (AUSTRALIA) PTY LTD ACN 147 042 617**


WAH KEI KAM
Director


Bo Sing Lok
Director

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16790

Block 19 Section 13 Division of MAWSON

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 twelfth day of July Two thousand and seventy eight.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners – Units Plan No. 16790 (“the Owners Corporation”) covenants with the Territory Planning 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 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 Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use 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 improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings 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 parcel of land forming the common property;
 - (e) except where necessary for compliance with Clause 3(d) of this clause 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 parcel of land forming the common property without the previous approval in writing of the Authority;
 - (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building or other improvements on the common

property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement 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) 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;
- (h) 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; or
 - (ii) to which the Urban Forest Act 2023, applies;
- (i) all minerals on or in the common property are reserved to the Territory.

4. It is mutually covenanted and agreed by the Commonwealth 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 any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;

- (c) 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 Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (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;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 16790 ';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "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);
- (g) "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;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;

- (j) 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 the.....Tenth..... day of..... November..... 2025.



Anju Yadav

a delegate of the Territory Planning Authority in exercising its functions

LESSEE: **ROC HOLDINGS (AUSTRALIA) PTY LTD ACN 147 042 617**



WAH KEI KAM
Director



Bo Sing Lok
Director



LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	19	Section	13	Suburb	MAWSON
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

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 checked="" type="checkbox"/> | () | () |
| Certificate Number: N/A | | Dated: |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | | (see report) |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | | (see report) |
| 6. If an application has been determined, is the land subject to 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 : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : FL:2025/000519 - 172448024

Date: 08-SEP-25 13:24:22



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

08-SEP-2025 13:24

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

MAWSON Section 13/Block 19

Area(m2): 1,159.4
Unimproved Value: \$1,200,000 **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.



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Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202240358 **Lodged** 06-JUL-22 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION - demolition of the existing dwellings and construction of 3 new 2 storey dwellings with attached garages, new driveway, landscaping and associated works. LEASE VARIATION TO permit 3 dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	13	19-19	

-- Involved Parties -----

Role	Name
Lessee	Bo Sing Lok
Lessee	Wah Kei Kam
Lessee	Roc Holdings (Australia) Pty L
Applicant	Hugh Gordon Architect P/L
Representor	Ratnaike, Kalum
Representor	Harding, Geoffrey
Representor	Valk, Robert

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA937278 **Lodged** 22-DEC-93 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	13	19-19	

-- Involved Parties -----

Role	Name
Applicant	Nu-Steel Homes

-- Activities -----

Activity Name	Status
D+S Dual Occupancy	Approved
La Lease Var Cons Subdivision	Finalised

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



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

08-SEP-2025 13:24

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

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>

Sect	Blk	DA No.	Description	Overlay Policy	Status
58	51	202342201	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING COMMERCIAL DEVELOPMENT AND LEASE VARIATION - internal alterations to the lower ground floor to facilitate the change of building class and associated works. Lease Variation to permit non-retail commercial use.	ANIA Approval Conditional	07-FEB-24

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

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



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

08-SEP-2025 13:24

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 4

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 -----

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the owners corporation by special resolution; and
- (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations
- financial considerations
- equity of access to common property, easements, facilities or utility services

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

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

Dictionary

(see s 2)

Note 1 The [Legislation Act](#) contains definitions and other provisions relevant to this regulation.

Note 2 For example, the [Legislation Act](#), dict, pt 1 defines the following terms:

- GST
- in relation to.

Note 3 Terms used in this regulation have the same meaning that they have in the [Unit Titles \(Management\) Act 2011](#) (see [Legislation Act](#), s 148.) For example, the following terms are defined in the [Unit Titles \(Management\) Act 2011](#), dict:

- assistance animal
- corporate register (see s 113)
- manager
- owners corporation.

executive committee representative, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

owner, occupier or user, of a unit, for schedule 1 (Default rules)—see schedule 1, rule 1.1.

unit—see the [Unit Titles Act 2001](#), section 9.

units plan—see the [Unit Titles Act 2001](#), dictionary.

UP16790 - 22a,b,c Enderby Street, Mawson, ACT.

1. Proposed Initial Budget

2025 to 2026

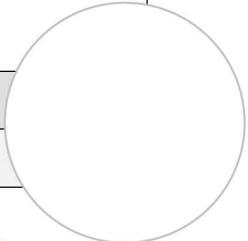
	1st Year	2nd Year
Common Seal	\$60.00	\$0.00
Insurance	\$5750.00	\$6,500.00
Management Fee	\$1998.00	\$2500.00
Add Services Fee	\$500.00	\$250.00
Contingencies	\$500.00	\$500.00
Maintenance Schedule Plan	\$300.00	\$0.00
Insurance Valuation Report	\$550.00	\$0.00
Utilities - Electricity	N/A	N/A
Utilities - Water	N/A	N/A
Total	\$9,658.00	\$9,750.00

2. Proposed Unit Entitlements

UP 16790	22a,b,c Enderby Street, Mawson	0	0
	01/01/2026 to 31/12/ 2026		
Unit No	Estimated Unit Entitlements	1st Year	2nd Year
1	336	3,245.09	3,276.00
2	332	3,206.46	3,237.00
3	332	3,206.46	3,237.00
	1000	9,658.00	9,750.00

STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN 16790		Owners Corporation 16790	
ABN		Address: 22a,b,c Enderby Street, Mawson, ACT, 2607.	
NAME OF AGENT: Whittles Canberra Pty Ltd (trading as Whittles)			
ABN: 39634756031		Address Unit 43 / 2 King Street, Deakin ACT 2600	
Telephone: 02 5131 2600			
PARTICULARS:			
Commencement Date		01/10/2025	
Initial Term		36 Months	
Management Fee		\$1,998 per annum Ex GST	
Agreed Services		Services set out in Attachment A to this Agreement.	
Additional Services		Services set out in Schedule B to this Agreement.	
Additional Services Fees		Services set out in Schedule C to this Agreement.	
Units Plan		16790	
Payment Method		Monthly in advance.	
Annual Fee Review at Annual General Meeting		By negotiation	
EXECUTED BY:			
Owners Corporation			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature		Signature	
Name		Name	
Position		Position	
Agent			
Executed by		in accordance with Section 127 of the Corporations Act 2001:	
Signature of a Manager		Signature Name	



1 DEFINITIONS

In this Agreement:

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

Additional Services means the services set out in Schedule B to this Agreement.

Agreement means this agreement and includes any annexure or schedule to it.

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST has the meaning given to it in the GST Act.

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

Non-Standard Work means any work which is not Standard Work.

Office Hours means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,
provided however:
 - h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011 to be appointed then the works will be Non-Standard Work; and
 - i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

WHS Act means the *Work Health & Safety Act 2011* (ACT).

WHS Regulation means the *Work Health & Safety Regulation 2011* (ACT).

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with clause 9.

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.
- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION BY THE OWNERS CORPORATION

The Owners Corporation may terminate this agreement:

- a) at the end of the Initial Term, by giving notice in writing not less than 1 month prior to the end of the Initial Term to the Agent that does not wish the Agreement to be automatically extended.
- b) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- c) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administration appointed, other than where the appointment is for reconstruction or amalgamation of its business, or
- d) at any time by notice in writing provided a handover period of at least 28 days is allowed.

10 TERMINATION BY THE AGENT

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to clause 6 an:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 14 days: and
 - ii) the Owners Corporation has failed to rectify the breach.
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due.
- c) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to vary the Crown Lease for the Land pursuant to section 166 of the Act.
- d) immediately by notice in writing to the Owners Corporation if the Owners Corporation applies to cancel the Units Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days notice in writing to the Owners Corporation.

11 DISCLOSURE

The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

12 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.

- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

14 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant codes of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

15 GST

- a) In this Clause 15, words and expressions which are not defined in this Agreement but which have a defined meaning in the New Tax System (Goods and Services Tax) Act 1999 (Cth) and other similar or related Act, regulations, or rulings have the same meaning as in the Goods and Services Tax Laws (GST).
- b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are inclusive of GST.
- c) If the rate of GST changes, then these fees and charges will increase or decrease accordingly so that the Manager receives the same GST-exclusive payment as it received before the change in the rate of GST.
- d) If a supply made pursuant to this Agreement is a taxable supply, the recipient must pay on demand to the supplier any GST payable on that supply in addition to any other amount that may be payable by the recipient to the supplier for that supply pursuant to this Agreement, provided that the supplier provides to the recipient a valid tax invoice in the form prescribed by the GST Laws.

16 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003* (ACT); and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each executive committee meeting.
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
 - financial statements and levy status report as and when reasonably required for general meetings.
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- Assisting the Owners Corporation in arranging insurance through MGA Insurance Brokers as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises including after hours' (commenced by 5.00 pm and concluded by 6.00 pm) attendance except where the Units Plan consists of 25 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

RULES

ANSWERING ROUTINE QUERIES ABOUT RIGHTS AND OBLIGATIONS OF THE OWNERS CORPORATION AND INDIVIDUAL UNIT OWNERS.REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and send to EC to finalise ahead of AGM	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so	Included
Distribute minutes to chairman for revisions as required	Included
Distribute minutes to owners	Included
Distribute levy notices	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance	Included
Make routine payments to contractors	Included
Arrange routine repairs and maintenance	Included
Make routine payments to contractors upon approval by the EC	Included
Instigate collection procedures against non-payers	Included
Register and upload Body Corporate information onto Whittles operating system	Included
Establish all user licences for owners to access and connect to the data base	Included
Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.
- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$121.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$200.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$250.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$121.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$121.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$200.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours	\$250.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$121.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$200.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$250.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$250.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$200.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$200.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$185.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$10.00	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$200.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$250.00	Per hour charged in 15 min intervals
19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$185.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of rules, notice of breach of by-laws etc	\$121.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$275.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$275.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$250	Per hour or part thereof

24	After hours call out	\$330.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Term Deposit - External Funds Investment Maintenance	\$55.00	Per deposit per annum
29	Term Deposit – External Funds Setup Investment	\$65.00	To set up
30	Section 119 certificates and requisitions	*\$332.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Updated Section 119 certificates (outside of 4 months)	*\$165.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
32	Book inspection	*\$126.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
33	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
34	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
35	Assistance with management of building defects	\$250.00	Per hour charged in 15 min intervals
36	Major project coordination, including any tendering process (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$250.00	Per hour charged in 15 min intervals
37	Handover and Exit Fee	\$10.00	Per lot (minimum charge \$500)
38	Strata Manager to perform any other duty not listed in schedule A	\$250.00	Per hour or part thereof
39	Travel time for any out office meetings	\$121.00	Per hour charged in 15 min intervals

These fees have been negotiated between the parties to agreement the **owner's unit plan no: ==**
Date:==

SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Agent will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Agent and the nature of the relationship.
 - (a) Name of Company:
MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
Relationship: Various Common Shareholders
 - (b) Name of Company:
Millennium Underwriting Agencies Pty Ltd
ABN 38 079 194 095
Relationship: Various Common Shareholders
 - (c) Name of Company
Swiftaccess Pty Ltd
ABN 19 165 827 565
Relationship: Various Common Shareholders
 - (d) Name of Company
Swift Collect Pty Ltd
ABN 29 603 339 304
Relationship: Various Common Shareholders
 - (e) Name of Company
Strata Utility Networks Australia Pty Ltd
ABN 91 624 286 620
Relationship: Various Common Shareholders



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006154358
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/09/2025 to 15/09/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.PENDING
Situation	22B ENDERBY STREET MAWSON ACT 2607

Sections

Section 1 – Insured Property

Building: \$2,000,000
Common Area Contents: \$20,000
Loss of Rent & Temporary Accommodation (total payable): \$300,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$30,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

New Strata / Developer's Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

If formal registration of Your Body Corporate has not occurred at the inception date of this policy, this policy extends to cover the interests of named developer as an owner of the Insured Property shown in the Schedule. Upon registration, the interests of the named developer will only apply under this Policy in accordance with the definition as a Lot/Unit Owner of the Body Corporate.

If the formal registration of Your Body Corporate does not occur prior to the expiry date of the Period of Insurance stated in the Schedule, renewal of this Policy is not invited and the Policy will lapse from that expiry date.

The following terms and conditions apply:-

- Limitation or suspension to cover - cover for the following policies is amended until such time as formal registration of Your Body Corporate occurs:
 - o Section 1 - Insured Property - Special Benefit 1 a Temporary accommodation – cover is suspended;
 - o Section 2 – Liability to Others – cover does not extend to include liability of the developer as occupier or for builders liability;
- General Definition of “Insured Property a. Building and b. Common Area Contents” is amended to mean the Insured Property for which the named developer has a legal responsibility to insure that will ultimately become the legal responsibility of the Owners Corporation / Body Corporate upon formal registration.
- General Definition of “You, Your and Yours” is amended to include the interests of the named developer as the Insured of the Insured Property at the Situation shown in the Schedule.
- Exclusions applying to Section 1 – Insured Property

We will not pay for any claim arising directly or indirectly from:

- unfinished building work;
- contractors building materials, machinery, plant and equipment;
- contractors sheds and structure relating to building operations;
- any failure, defect, error or omission in design, plan, specification or construction work whether a Contract Works policy is current or not.

Date Printed

22/09/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Double-glazed windows with metal mesh screens
Timber(engineered) flooring downstairs
Carpet upstairs and stairs
All tiles in wet areas
Downlights throughout the house,
Outdoor Garden Lights
Kitchen and laundry: 40mm thick artificial stone countertops
Island Bar
Stone splashbacks in kitchen and laundry
Walk-in pantry with stone benchtops
Kitchen appliances: Bosch brand
Linen cabinets upstairs and downstairs
Bedrooms 1, 2 and 3 all have built-in wardrobes
Master bedroom walk-in closet
3 bathrooms with wall hung vanities
Bathroom wall tiles full height
10mm framless thickness shower screen
Living room feature wall and TV cabinet

Residential energy rating report Non-accredited No. 0009310616-03

Generated on 19 Oct 2024 using BERS Pro v5.1.7 (3.22)

This report was created using NatHERS accredited software but the non-accredited assessor (rater) is not accredited under NatHERS and this report is not accredited as being compliant with NatHERS. Reliance on this report is accordingly at your own risk.

Property

Address	Unit 1, 22 Enderby Street, MAWSON , ACT , 2607
Lot/DP	Lot DP B19 S13
NCC Class*	1a
Floor/all Floors	G of 2 floors
Type	New Home

Plans

Main plan	b19 s13 Mawson
Prepared by	Hugh Gordon

Thermal performance

Star rating

7.0

star rating

122.0 MJ/m²

Predicted annual energy load for heating and cooling based on standard occupancy assumptions.

Construction and environment

Assessed floor area [m ²]*	Exposure type
Conditioned* 138.3	Suburban
Unconditioned* 10.6	NatHERS climate zone
Total 183.9	24 Canberra
Garage 35.0	

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	98.4	23.6
Load limits	129.0	34.0

Features determining load limits

Floor Type (lowest conditioned area)	CSOG
NCC climate zone 1 or 2	No
Outdoor living area	No
Outdoor living area ceiling fan	No

Rater**

Name	Sulaiman Akbari
Business name	Arc Essentials
Email	arcessentials@hotmail.com
Phone	0468920700
Declaration of interest	Declaration not completed

NCC Requirements

NCC provisions	Volume Two
Strate/Territory variation	Yes

Whole of Home

performance rating

61 out of 100

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

NCC 2022 includes enhanced thermal performance requirements for houses and apartments. It also includes a new whole-of-home annual energy use budget which applies to the major equipment in the home.

The NCC, and associated ABCB Standards and support material, can be accessed at www.abcb.gov.au.

Note, variations and additions to the NCC energy efficiency requirements may apply in some states and territories.

Verification

To verify this certificate, scan the QR code or visit hstar.com.au/QR/Generate?p=FLCCXGowj. When using either link, ensure you are visiting hstar.com.au



* Refer to glossary.** Refer explanatory notes.

About the ratings

Thermal performance rating

NatHERS thermal software models the expected heating and cooling energy loads using information about the design, construction, climate and common patterns of household use. The thermal performance rating (shown as a written rating on this Report) does not take into account appliances, apart from the airflow impacts from ceiling fans.

Whole of Home performance rating

NatHERS Whole of Home software uses the heating and cooling energy loads combined with the energy performance of the home's appliances (heating, cooling, hot water, lighting, pool/spa pump and onsite renewable energy generation and storage) and models the expected energy value* of the whole home. The Whole of Home performance rating is shown as a score out of 100 on this Report.

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the *ABCB Standard 2022: NatHERS heating and cooling load limits* for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting Options:

Floor Type:

- CSOG – Concrete Slab on Ground
- SF – Suspended Floor (or a mixture of CSOG and SF)
- NA – Not Applicable

NCC Climate Zone 1 or 2:

- Yes
- No
- NA – Not Applicable

Outdoor Living Area:

- Yes
- No
- NA – Not Applicable

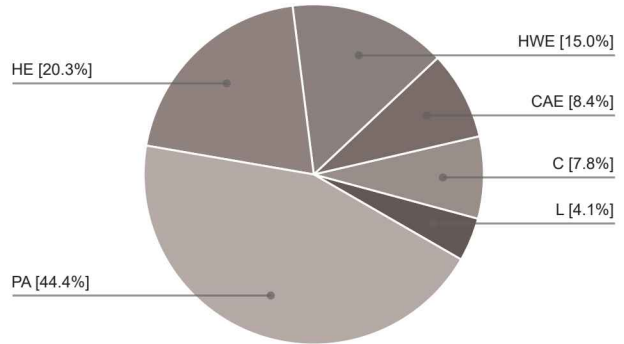
Outdoor Living Area Ceiling Fan:

- Yes
- No
- NA – Not Applicable

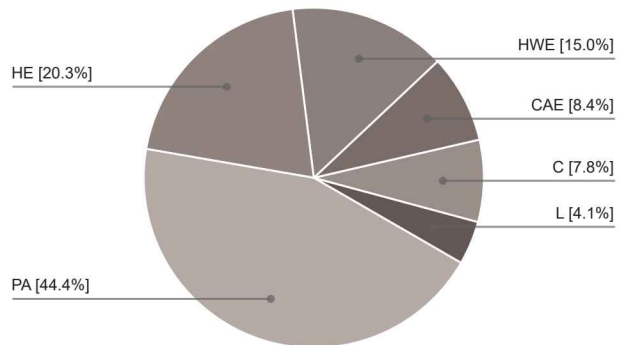
Predicted Whole of Home annual impact by appliance

Shows the contribution each appliance has on the home's annual energy use, greenhouse gas emissions and cost without solar.

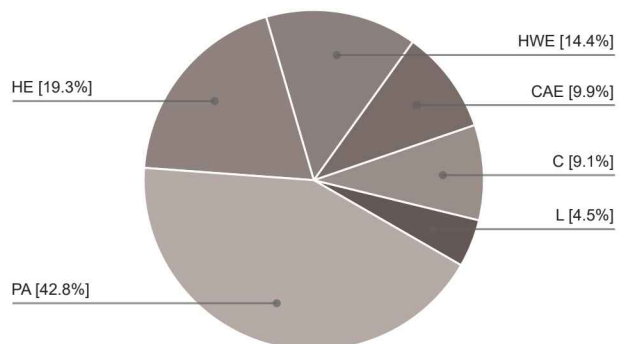
Energy use:



Greenhouse gas emissions:

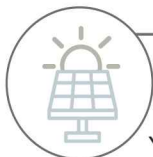


Cost:



Graph Key:

Colour:	Code:	Name:	Fuel type:
[Lightest Brown]	HE	Heating	electric
[Light Brown]	HG	Heating	gas
[Medium-Light Brown]	HW	Heating	wood
[Medium Brown]	C	Cooling	electric
[Dark Brown]	HWE	Hot water	electric
[Darkest Brown]	HWG	Hot water	gas
[Lightest Grey]	L	Lights	electric
[Light Grey]	P	Pool/Spa equipment	electric
[Medium-Light Grey]	PA	Plug-in appliances	electric
[Medium Grey]	CAE	Cooking appliances	electric
[Medium-Dark Grey]	CAG	Cooking appliances	gas
[Dark Grey]	SG	Supply charge	gas
[Lightest Grey]	SE	Supply charge	electric



Predicted onsite renewable energy impact

Your Whole of Home performance rating without onsite renewable energy generation is **60.5 out of 100**.

This home's annual greenhouse emissions:
0.9 kg CO₂e (with solar)
0.9 kg CO₂e (without solar)

Predicted annual electricity generated: Unavailable
 Exported to the grid: 0.0 %
 Used by the home: 0.0 %

* Refer to glossary.** Refer explanatory notes.

Report check

The checklist covers important items impacting the dwelling's ratings.
It is recommended that the accuracy of the whole report is checked.

Note: The boxes indicate when and who should check each item.
It is not mandatory to complete this checklist.

	Approval Stage		Construction Stage		
	Rater checked	Consent Authority/ Surveyor checked	Builder checked	Consent Authority Surveyor checked	Occupancy/Other
Genuine report check					
Does this report match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the report number on the stamped plans match the number on this Report?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Report?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Report.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match what is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Refer to glossary.** Refer explanatory notes.

Report check

Continued

	Approval Stage		Construction Stage		Occupancy/Other
	Rater checked	Consent Authority/Surveyor checked	Builder checked	Consent Authority Surveyor checked	

Additional NCC requirements for thermal performance (not included in the NatHERS assessment)

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Insulation installation method

Has the insulation been installed according to the NCC requirements?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the hot water system meet the additional requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?	<input type="checkbox"/>	<input type="checkbox"/>			
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Other NCC requirements

Note: This Report only covers the energy efficiency requirements in the NCC. Additional requirements that must also be satisfied include, but are not limited to: condensation, structural and fire safety requirements and any state or territory variations to the NCC energy efficiency requirements.

Additional notes

* Refer to glossary.** Refer explanatory notes.

Room schedule

Room	Zone Type	Area [m ²]
Garage	Garage	34.97
Kitchen/Living	Kitchen/Living	49.31
Lower Stairs	Daytime	6.36
Entry	Daytime	8.09
Guest	Bedroom	12.68
Guest Ens	Nighttime	4.91
Ldry	Unconditioned	3.46
Bed 2	Bedroom	12.89
Bed 3	Bedroom	11.45
Bath	Unconditioned	4.74
Hall	Daytime	9.55
Bed 1	Bedroom	15.45
Upper Stairs	Daytime	6.67
Bed 1 Ens	Nighttime	4.71
Wc	Unconditioned	2.45

Window and glazed door type and performance

Default windows*

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

Custom windows*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
SHA-019-07 A	Aluminium Hinged Door DG 5mmEA LowE_12Ar_5mmClr	3.5	0.42	0.40	0.44

Window and glazed door *schedule*

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Garage	SHA-019-07 A	n/a	600	2100	Fixed	00	SE	No
Kitchen/Living	SHA-019-07 A	n/a	2400	1800	Sliding	45	SE	No
Kitchen/Living	SHA-019-07 A	n/a	2400	900	Awning	20	NW	No
Kitchen/Living	SHA-019-07 A	n/a	2400	900	Awning	20	NW	No
Kitchen/Living	SHA-019-07 A	n/a	2400	3600	Sliding	45	NE	No
Kitchen/Living	SHA-019-07 A	n/a	2400	2400	Awning	20	NE	No
Entry	SHA-019-07 A	n/a	2400	400	Fixed	00	SW	No
Entry	SHA-019-07 A	n/a	2400	400	Fixed	00	SW	No
Guest	SHA-019-07 A	n/a	2400	900	Awning	20	SW	No
Guest	SHA-019-07 A	n/a	2400	900	Awning	20	SW	No
Guest Ens	SHA-019-07 A	n/a	1400	900	Awning	20	NW	No
Ldry	SHA-019-07 A	n/a	1400	600	Awning	20	NW	No
Bed 2	SHA-019-07 A	n/a	1100	2100	Awning	20	NE	No
Bed 3	SHA-019-07 A	n/a	1100	2100	Awning	20	SW	No
Bath	SHA-019-07 A	n/a	1100	900	Awning	20	SW	No
Hall	SHA-019-07 A	n/a	1100	900	Awning	20	SW	No
Bed 1	SHA-019-07 A	W1	1100	2100	Awning	20	NE	No
Upper Stairs	SHA-019-07 A	n/a	2100	1100	Fixed	00	NW	No
Bed 1 Ens	SHA-019-07 A	n/a	1100	900	Awning	20	NW	No
Wc	SHA-019-07 A	n/a	1100	600	Awning	20	NE	No

Roof window* *type and performance value*

Default roof windows*

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

* Refer to glossary.** Refer explanatory notes.

Custom roof windows*

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

Roof window* schedule

Location	Window ID	Window no.	Opening %	Height [mm]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
GEN-04-009a	Double-glazed opal, Timber and Aluminium Frame	0.5

Skylight* schedule

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m ²]	Orientation	Outdoor shade	Diffuser
Hall	GEN-04-009a	S1	1000	0.36	NE	None	No

External door schedule

Location	Height [mm]	Width [mm]	Opening %	Orientation
Garage	2400	4820	90	SW
Entry	2400	820	90	SW
Ldry	2400	820	90	NW

External wall type

Wall ID	Wall type	Solar absorptance [colour]	Wall shade Bulk insulation [R-value]	Reflective wall wrap*
EW-1	Timber Stud Frame Brick Veneer	0.50	Reflective foil with bulk no gap R2.5	Yes
EW-2	Single Skin Brick	0.50	No insulation	No
EW-3	Fibro Timber Stud Frame Panel on Battens	0.50	Reflective foil with bulk no gap R2.5	Yes

* Refer to glossary.** Refer explanatory notes.

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
EW-4	Metal Clad Timber Stud Frame Direct Fix	0.50		Reflective foil with bulk no gap	R2.7 Yes

External wall schedule

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Garage	EW-1	2700	6200	SE	600	No
Garage	EW-2	2700	5700	SW	600	No
Garage	EW-2	2700	500	NW	8700	No
Garage	EW-1	2700	5695	NE	2600	No
Kitchen/Living	EW-1	2700	2600	SE	6300	No
Kitchen/Living	EW-1	2700	4495	NW	0	No
Kitchen/Living	EW-1	2700	8200	NE	0	No
Lower Stairs	EW-3	2700	500	SW	5400	No
Lower Stairs	EW-3	2700	2300	NW	0	No
Lower Stairs	EW-3	2700	500	NE	0	No
Entry	EW-1	2700	2495	SW	2300	No
Guest	EW-1	2700	3195	SE	3400	No
Guest	EW-1	2700	4095	SW	700	No
Guest Ens	EW-1	2700	1595	SW	700	No
Guest Ens	EW-1	2700	3195	NW	500	No
Ldry	EW-1	2700	1490	NW	500	No
Bed 2	EW-4	2400	3595	SE	0	No
Bed 2	EW-4	2400	3595	NE	600	No
Bed 3	EW-4	2400	3195	SE	0	No
Bed 3	EW-4	2400	3595	SW	0	No
Bath	EW-4	2400	2390	SW	0	No
Hall	EW-4	2400	1590	SW	0	No
Bed 1	EW-4	2400	2095	NW	800	No
Bed 1	EW-4	2400	5295	NE	600	No
Upper Stairs	EW-4	2400	2795	SW	0	No
Upper Stairs	EW-3	2400	2400	NW	300	No

* Refer to glossary.** Refer explanatory notes.

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Upper Stairs	EW-3	2400	500	NE	5000	No
Bed 1 Ens	EW-4	2400	2290	NW	800	No
Wc	EW-4	2400	990	NE	600	No

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
IW-001	Timber Stud Frame, Direct Fix Plasterboard	11.34	Bulk Insulation, No Air Gap R2.5
IW-002	Timber Stud Frame, Direct Fix Plasterboard	76.08	No insulation
IW-003	Timber Stud Frame, Direct Fix Plasterboard	40.29	Bulk Insulation, No Air Gap R2

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Garage	Waffle pod slab 375 mm 100mm	34.97	None	Waffle Pod 375mm	Bare
Kitchen/Living	Waffle pod slab 300 mm 100mm	49.31	None	Waffle Pod 375mm	Cork Tiles or Parquetry 8mm
Lower Stairs	Waffle pod slab 300 mm 100mm	6.36	None	Waffle Pod 375mm	Cork Tiles or Parquetry 8mm
Entry	Waffle pod slab 300 mm 100mm	8.09	None	Waffle Pod 375mm	Cork Tiles or Parquetry 8mm
Guest	Waffle pod slab 300 mm 100mm	12.68	None	Waffle Pod 375mm	Carpet+Rubber Underlay 18mm
Guest Ens	Waffle pod slab 300 mm 100mm	4.91	None	Waffle Pod 375mm	Ceramic Tiles 8mm
Ldry	Waffle pod slab 300 mm 100mm	3.46	None	Waffle Pod 375mm	Ceramic Tiles 8mm
Bed 2 / Garage	Timber Framed Timber Above Plasterboard 19mm	1.63		Bulk Insulation R4	Carpet+Rubber Underlay 18mm
Bed 2 / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	6.76		No Insulation	Carpet+Rubber Underlay 18mm
Bed 2	Suspended Floor Timber Frame 19mm	4.35	Open	Bulk Insulation in Contact with Floor R4	Carpet+Rubber Underlay 18mm

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Bed 3 / Garage	Timber Framed Timber Above Plasterboard 19mm	5.37		Bulk Insulation R4	Carpet+Rubber Underlay 18mm
Bed 3 / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	6.01		No Insulation	Carpet+Rubber Underlay 18mm
Bath / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	4.74		No Insulation	Ceramic Tiles 8mm
Hall / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	9.32		No Insulation	Cork Tiles or Parquetry 8mm
Bed 1 / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	15.45		No Insulation	Carpet+Rubber Underlay 18mm
Upper Stairs / Lower Stairs	Timber Framed Timber Above Plasterboard 19mm	2.61		No Insulation	Cork Tiles or Parquetry 8mm
Bed 1 Ens / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	4.70		No Insulation	Ceramic Tiles 8mm
Wc / Kitchen/Living	Timber Framed Timber Above Plasterboard 19mm	2.45		No Insulation	Ceramic Tiles 8mm

Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Garage	Plasterboard on Timber	Bulk Insulation R6	
Garage	Timber Framed Timber Above Plasterboard	Bulk Insulation R4	
Kitchen/Living	Timber Framed Timber Above Plasterboard	No Insulation	
Lower Stairs	Timber Framed Timber Above Plasterboard	No Insulation	
Entry	Plasterboard on Timber	Bulk Insulation R6	
Guest	Plasterboard on Timber	Bulk Insulation R6	
Guest Ens	Plasterboard on Timber	Bulk Insulation R6	
Ldry	Plasterboard on Timber	Bulk Insulation R6	
Bed 2	Plasterboard on Timber	Bulk Insulation R6	
Bed 3	Plasterboard on Timber	Bulk Insulation R6	
Bath	Plasterboard on Timber	Bulk Insulation R6	
Hall	Plasterboard on Timber	Bulk Insulation R6	
Bed 1	Plasterboard on Timber	Bulk Insulation R6	
Upper Stairs	Plasterboard on Timber	Bulk Insulation R6	
Bed 1 Ens	Plasterboard on Timber	Bulk Insulation R6	
Wc	Plasterboard on Timber	Bulk Insulation R6	

* Refer to glossary.** Refer explanatory notes.

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
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Ceiling penetrations*

Location	Quantity	Type	Diameter [mm]	Sealed/unsealed
Kitchen/Living	8	Downlights - LED	100	Sealed
Kitchen/Living	1	Exhaust Fans	100	Sealed
Entry	2	Downlights - LED	100	Sealed
Guest	2	Downlights - LED	100	Sealed
Guest Ens	1	Exhaust Fans	100	Sealed
Ldry	1	Exhaust Fans	100	Sealed
Bed 2	2	Downlights - LED	100	Sealed
Bed 3	2	Downlights - LED	100	Sealed
Bath	1	Exhaust Fans	100	Sealed
Hall	1	Downlights - LED	100	Sealed
Bed 1	2	Downlights - LED	100	Sealed
Upper Stairs	1	Downlights - LED	100	Sealed
Bed 1 Ens	1	Exhaust Fans	100	Sealed
Wc	1	Exhaust Fans	100	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
No Data Available		

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Corrugated Iron Timber Frame	Bulk Insulation, No Air Gap Above R1.3	0.50	Medium

Thermal bridging *schedule for steel frame elements*

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

Appliance *schedule*

(not applicable if a Whole of Home performance assessment is not conducted for this certificate)

Note: A flat assumption of 5W/m² is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
Ducted Refrigerative	UPPER STAIRS / LOWER STAIRS / KITCHEN/LIVING / HALL / GUEST ENS / GUEST / ENTRY / BED 3 / BED 2 / BED 1 ENS / BED 1	Electricity	5.0	N/A

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
Ducted Reverse Cycle	UPPER STAIRS / LOWER STAIRS / KITCHEN/LIVING / HALL / GUEST ENS / GUEST / ENTRY / BED 3 / BED 2 / BED 1 ENS / BED 1	Electricity	5.5	N/A

Hot water system

Appliance/ system type	Fuel type	Hot Water CER Zone	Minimum efficiency /STC	Zone 3 STC	Zone 3 Substitution tolerance ranges		Assessed daily load [litres]
					lower limit	upper limit	
Heat pump	Electricity	5	35	35	25	N/A	123

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available			

Onsite Renewable Energy Schedule

System Type	Orientation	System Size Or Generation Capacity
No Data Available		

Battery Schedule

System Type	Size [Battery Storage Capacity]
No Data Available	

Explanatory notes

About this report

This report is non-accredited and has been prepared by a non-accredited assessor (Rater**). This is distinct from a NatHERS Certificate.

NatHERS ratings are a reliable guide for comparing different dwelling designs and to demonstrate that designs meet the energy efficiency requirements in the National Construction Code.

NatHERS ratings use computer modelling to evaluate a home's energy efficiency and performance. They use localised climate data and standard assumptions on how people use their home to predict the heating and cooling energy loads and energy value* of the whole home. The thermal performance star rating uses the home's building specifications, layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings) to predict the heating and cooling energy loads. The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the home's energy value*.

The actual energy loads, cost and greenhouse gas emissions of a home may vary from that predicted. This is because the assumptions will not always match the actual occupant usage patterns. For example, the number of occupants and how people use their appliances will vary.

Energy efficient homes use less energy, are warmer on cool days, cooler on hot days and cost less to run.

Rater

Non-accredited assessors (Raters) are not required to have any formal qualifications, insurance, ongoing professional development or quality assurance checks on their ratings. This is distinct from NatHERS accredited assessors who are required to have qualifications, ongoing professional development and have

quality assurance checks on their ratings.

For quality assured NatHERS Certificates, always use an accredited or licenced assessor registered with an Assessor Accrediting Organisation (AAO). AAOs have strict quality assurance processes, and professional development requirements ensuring consistently high standards for assessments.

Any questions or concerns about this report should be directed to the rater in the first instance. If the rater is unable to address these questions or concerns, the state or territory building code authority should be contacted.

Disclaimer

The NatHERS Certificate format is developed by the NatHERS Administrator. However, the content in the certificate is entered by the rater. It is the rater's responsibility to use NatHERS accredited software correctly and follow the NatHERS Technical Note to produce this report.

The predicted annual energy load, cost and greenhouse gas emissions are not part of a non-accredited report. In a NatHERS Certificate these are an estimate based on an assessment of the dwelling's design by the assessor. It is not a prediction of actual energy use, cost or emissions. The information and ratings may be used to compare how other dwellings are likely to perform when used in a similar way.

Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the rater who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

Not all assumptions made by the rater using the NatHERS accredited software tool are presented in this report and further details or data files may be obtained from the rater.

Glossary

AFRC	Australian Fenestration Rating Council
Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, range hoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
COP	Coefficient of performance
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
EER	Energy Efficiency Ratio, measure of how much cooling can be achieved by an air conditioner for a single kWh of electricity input
Energy use	This is your home's rating without solar or batteries.
Energy value	The net cost to society including, but not limited to, costs to the building user, the environment and energy networks (as defined in the ABCB Housing Provisions Standard).
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure	see exposure categories below.
Exposure category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – protected	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – suburban	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Net zero home	a home that achieves a net zero energy value*.
Opening percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Recommended capacity	this is the capacity or size of equipment that is recommended by NatHERS to achieve the desired comfort conditions in the zone or zones serviced. This is a recommendation and the final selection sizing should be confirmed by a suitably qualified person.
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulator (CER)
Thermal breaks	are materials with an R-value greater than or equal to 0.2 that must separate the metal frame from the cladding. This includes, but is not limited to, materials such as timber battens greater than or equal to 20mm thick or continuous thermal breaks such as polystyrene insulation sheathing or plastic strips
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).
Window shading device	device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

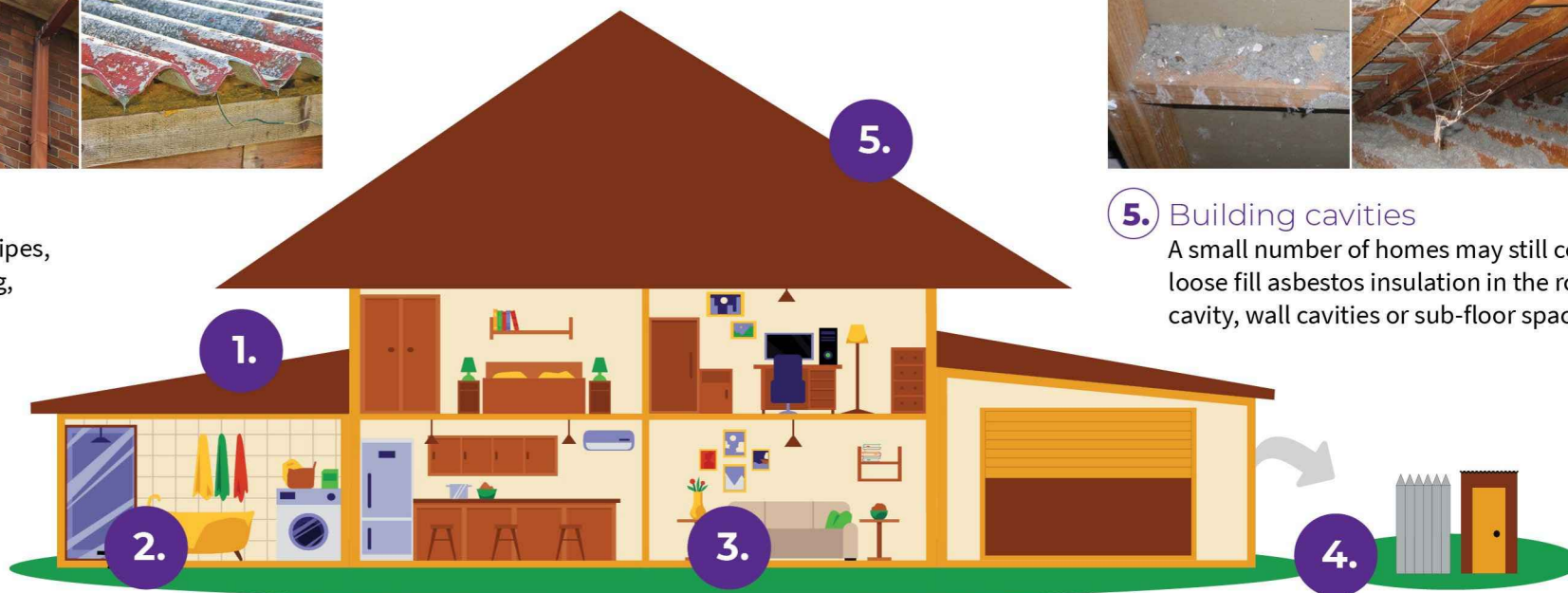
* Refer to glossary.** Refer explanatory notes.

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.