

Disclosure Statement – Off the Plan Contract

Section 260 of the *Civil Law (Property) Act 2006* (ACT)

Seller	AIT Properties No8 Pty Ltd ACN 665 897 969 ATF AIT Properties No8 Unit Trust
Developer	
Property	Unit 2 Block 1 Section 24 Deakin

Plans

Floorplan	Refer to Contract
------------------	-------------------

Title

Building Management Statement	Proposed <input type="checkbox"/> Details:	Not required <input checked="" type="checkbox"/>
Potential Authorised Uses for the Unit	Residential	
Does the Developer propose to restrict the use of the Unit?	Yes <input type="checkbox"/> Details:	No <input checked="" type="checkbox"/>
Proposed Schedule of Unit Entitlements	Refer to Contract	
Proposed Unit Subsidiaries in the Units Plan	Refer to Contract	
Potential easements required for the Units Plan	No additional easements are anticipated to be required for the Units Plan	

Owners Corporation

Proposed rules for the Owners Corporation	The Default Rules as disclosed in the Contract
Special privilege rules	None

<p>Does the developer intend the Owners Corporation into any contract?</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>Details:</p> <ul style="list-style-type: none"> - Strata management contract – Refer to Contract for the extent of general fund contribution to servicing this Contract 	<p>No <input type="checkbox"/></p>
<p>Is there any personal or business relationship between the developer and any other party to the contract?</p>	<p>Yes <input type="checkbox"/></p> <p>Details:</p>	<p>No <input checked="" type="checkbox"/></p>
<p>Developer's estimate of the buyer's general fund contribution for 2 years following registration of the Units Plan</p>	<p>Refer to Contract</p>	
<p>Method for working out the contribution to be paid to the general fund by each unit</p>	<p>Proportion that the Price of each Unit bears to the total of all Prices for the Units in the Development.</p>	
<p>The method for determining the contributions to be paid into the sinking fund by each unit</p>	<p>Proportion that the Price of each Unit bears to the total of all Prices for the Units in the Development.</p>	
<p>Is this a staged development?</p>	<p>Yes <input type="checkbox"/></p> <p>If yes, is development statement attached:</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>

Development Approval

<p>Has development approval (DA) been obtained?</p>	<p><input checked="" type="checkbox"/> Yes</p> <p>DA number: 202341958</p> <p>Conditions of DA:</p> <ol style="list-style-type: none">1. Commencement and Completion of Development2. Lease Variation to specify two dwellings3. Boundary realignment4. New block survey5. Surrender and Regrant of Crown Leases giving effect to the approval to realign the boundary6. Registration of new Lease7. Revision to plans showing solar access to Unit 2 living area, Clear representation of elevations in Drawing DA 2068. Statement of Compliance or Conditional Compliance from Evoenergy -Electricity in relation to Evoenergy -Electricity networks9. TCCS must be satisfied that: Driveway<ol style="list-style-type: none">a. The existing verge driveway for Unit 2 must be widened, while remaining clear of the verge tree canopy;b. The existing verge driveway for Unit 1 must be widened, to a minimum of 3m;c. The driveway over the verge must be designed and constructed in accordance with TCCS Driveway Design Standards MIS-07;d. 2.5m X 2m clear sight triangles must be provided at the front boundary of the block in accordance with Figure 3.3 of AS 2890.1 Off-Street Car Parking. These areas must be kept clear of obstructions to visibility such as letterboxes, trees or shrubs; Verge/LMPP/Street Trees<ol style="list-style-type: none">e. A Landscape Management and Protection Plan (LMPP) and a Dilapidation Report for all government assets adjacent to the site must be submitted to the Development Coordination Branch prior to commencement of work;f. There must be minimal excavation within the Tree Protection Zones (TPZ) of the verge trees when installing services across the verge or widening/rebuilding existing driveways;
--	--

	<p>g. The proposed water connection to Block 1 must be relocated so that it is as far away as possible from the verge trees and not under the tree canopies.</p> <p>Pedestrian Network</p> <p>h. All verge protection fencing must be placed so that the verge is protected but pedestrian network access is not limited;</p> <p>Waste</p> <p>i. proposed waste collection and storage arrangements for the new units (including the location of kerbside collection areas for MGB's) must be clearly shown on a site plan</p> <p>Walls</p> <p>j. Any walls and associated foundations must be constructed within the block boundary.</p> <p>Building Works</p> <p>k. No building works in relation to this Development Application is to commence until the lessee / applicant has obtained written approval from TCCS and submits such approval to EPSDD as satisfying this condition under s165 of the Planning and Development ACT 2007</p> <p>Lease Variation</p> <p>l. Both blocks 1 and 2 will require a complete separation of services before the proposed boundary realignment can be finalised. Both blocks must have separate connections or ties to the water, sewer and stormwater mains and minimum 3m wide sealed driveways to the front boundaries.</p> <p>10. The development shall comply with the Tree Management Plan as supplied (Dwg No 4758-G201 A, Sheet No 2.1 Drawn by DSB Landscape architects) and its specific mitigation notes to protect the regulated <i>Quercus palustris</i>.</p> <p>11. Existing boundary fencing shared with adjoining Blocks 2 and 28 Section 24 Deakin is to be replaced with a 1.8m high timber lapped and capped fence, or to another standard acceptable to the subject lessee and the adjoining lessee(s). The boundary fence is not</p>
--	--

	<p>to extend further forward to the street than the building line of the approved building. The lessee must take all reasonable steps to obtain the written agreement of the respective lessees before the erection of any new fencing.</p> <p>12. The development must satisfy the requirements of the following entities as stated in each of their advice:</p> <ul style="list-style-type: none"> a. ICON Water; b. Evoenergy (Electricity); -Endorsement to be obtained. c. Evoenergy (Gas); <p>13. All building waste is to be stored on the site in suitable receptacles/containers and collected regularly. The lessee is to take all reasonable steps to ensure that waste, particularly wind-borne litter, does not affect adjoining or adjacent properties.</p> <p>14. All works shall be carried out in accordance with Environment Protection Guidelines for Construction and Land Development in the ACT, March 2011.</p> <p>15. The development shall comply with AS 2890.1 - Sightline clearances for the driveways as required by AS 2890.1 -for pedestrian safety. The sightline areas are to be kept clear of obstructions such as retaining walls, letterbox, plant vegetation etc for visibility.</p> <p>16. Any service connections including, point of entry, meter boxes and gas meters, are to be located clear of areas approved for car parking space(s) to ensure these services do not reduce the minimum area of the parking spaces and/or restrict vehicular access.</p>
	<p><input type="checkbox"/> No, and the DA has not yet been lodged</p> <p>Current DA status:</p>
	<p><input type="checkbox"/> No, but the DA has been lodged</p> <p>DA number:</p> <p>Current DA status:</p>
<p>The Buyer may find further information about the DA at this address</p>	<p>www.planning.act.gov.au/development-applications/pubnote</p>

Utility Services

Will any Units in the Units Plan be individually metered for cold water supply?	Yes <input checked="" type="checkbox"/> Details:	No <input type="checkbox"/>
Will there be any facilities provided for charging electric vehicles in the Units Plan?	Yes <input type="checkbox"/> Details:	No <input checked="" type="checkbox"/>

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		2		2	24	Deakin
		and known as 61 Buxton Street Deakin ACT 2600				
Seller	Full name	AIT Properties No8 Pty Ltd ACN 665 897 969 ATF AIT Properties No8 Unit Trust				
	ACN/ABN	13 446 740 479				
	Address	8/28 Thynne Street Bruce ACT				
Seller Solicitor	Firm	Morris Legal Group Pty Limited ACN 627 383 313				
	Email	erin@morrislegalgroup.com.au				
	Phone	+61 1300 047 227	Ref Erin Taylor			
	DX/Address	Ground Floor, 1/59 Wentworth Avenue, Kingston ACT 2604				
Stakeholder	Name	Morris Legal Group Pty Limited Law Practice Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Limited				
	Email	matt@hiveproperty.co				
	Phone	0408 218 179	Ref Matt Shipard			
	DX/Address	Level 1, 4 Campion Street, Deakin, ACT, 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Per Inclusions List				
Date for Registration of Units Plan	31 December 2026 subject to Special Condition 64					
Date for Completion	In accordance with Special Condition 66					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA			
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input 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)
	Balance					<input checked="" type="checkbox"/> Deposit by Instalments (clause 60 applies)
Date of this Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
---------------------	------------------------	--	---

Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

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

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

Building Management Statement has the meaning in the Land Titles Act;

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning 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.

Unit 1 68 Macgregor St
Block 1 Section 24 Deakin

R. Residential Withholding Tax

R.1 Schedules

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

Supplier	Name	The Trustee for AIT Properties No8 Unit Trust		
	ABN	13 446 740 479	Phone	02 6253 1536
	Business Address	8/28 Thynne Street Bruce ACT		
	Email	futurepropertyconsulting@gmail.com		
Residential Withholding Tax	Supplier’s portion of the RW Amount:			
	RW Percentage:	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			
	Is any of the consideration not expressed as an amount in money?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	If ‘Yes’, the GST inclusive market value of the non-monetary consideration:			
	Other details (including those required by regulation or the ATO forms):			

R.2 Amendments

- R.2.1 Clause 53 is amended as follows:

- (a) in clause 53.1, in the definition of “RW Amount”, delete “the Buyer must pay” and replace with “must be paid”;
- (b) in clause 53.2, delete “no later than 7 days after the Date of this Contract” and replace with “not later than 28 days prior to the Date for Completion”;
- (c) in clause 53.3, delete “Buyer required to make a withholding payment?” And replace with “RW Amount required to be paid?”;
- (d) in clause 53.4, delete “Buyer required to make a withholding payment?” And replace with “RW Amount required to be paid?”;
- (e) delete clause 53.6 and insert a new clause 53.6 as follows:
 “Subject to clause 53.11, the Buyer must provide the Seller with a copy of the “GST property settlement withholding notification online form” confirmation email (or emails, if applicable) issued to the Buyer (or the relevant recipient of the supply within the meaning of the GST Act) by the ATO, no later than seven days prior to the Date for Completion.”
- (f) In clause 53.8, delete “retain” and replace with “give to the Seller”;
- (g) in clause 53.9, delete “Buyer” and replace with “Seller”;
- (h) in clause 53.9.2, and after the words “to the ATO”, insert the words “within five Business Days of Completion”.
- (i) Insert a new clause 53.10:

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

- (j) Insert a new clause 53.11:

“The Seller may provide to the Buyer updated RW Amount Information at any time and (if necessary) on more than one occasion, prior to Completion. If the Seller provides the Buyer with updated R W Amount Information in accordance with this clause, the Buyer must, within 2 Business Days of receipt, provide the Seller with a copy of the “GST property settlement withholding notification online form” confirmation email (or emails, if applicable) issued to the Buyer by the ATO including the updated RW Amount Information.”

- (k) Insert a new clause 53.12:

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

SPECIAL CONDITIONS

BLOCK 1 SECTION 24, DEAKIN



Morris Legal Group Pty Limited
ABN 16 627 383 313

hello@morrislegalgroup.com.au

PO Box 6123
Kingston ACT 2604

2414718

Contents

54.	Unit Number	1
55.	Air conditioning	1
56.	Utilities	1
57.	Signage	1
58.	Contamination	1
59.	Further Disclosures Relating To Owners Corporation	2
60.	Deposit Instalments	3
61.	Approvals	3
62.	Construction	4
63.	Variations During Construction	4
64.	Preparing and Registering the Units Plan	5
65.	Pre-Completion Inspection	5
66.	Completion	5
67.	Adjustments	6
68.	Urgent Defects Rectification	6
69.	Post-Completion Defects	7
70.	Depreciation of the Unit and Inclusions	7
71.	Insolvency	7
72.	FATA Approval	8
73.	Director's Guarantee	8
74.	Price inclusive of GST	9
75.	Caveat	9
76.	Assistance	9
77.	Representation	9
78.	Electronic Transaction	9
79.	Agent	11
80.	No Waiver	11



81.	Amendment to Standard Terms.....	12
82.	Definitions.....	13
83.	Conflicts or Inconsistencies	15
84.	Interpretation of Contract.....	15

Seller's General and Special Disclosures

54. Unit Number

- 54.1 The Seller may change the unit number allocated to the Unit, whether under the Units Plan or otherwise.
- 54.2 The Seller will notify the Buyer of any change to the Unit's numbering.
- 54.3 The Buyer may make no objection, requisition or claim or delay Completion if the unit number, address or door number of the Unit is changed.
-

55. Air conditioning

- 55.1 After Completion, the Buyer is responsible for the repair and maintenance of the Unit's air conditioning system whether or not that system is located in the Unit, a unit subsidiary or Common Property.
-

56. Utilities

- 56.1 The Seller discloses to the Buyer that the Seller has not concluded arrangements with providers for Utilities in relation to the Development.
- 56.2 The Buyer acknowledges that:
- (a) the Seller has not concluded arrangements with the providers of Utilities to the Development; and
 - (b) it may incur Connections Costs.
-

57. Signage

- 57.1 The Buyer acknowledges that it is not permitted to display signs in any visible external windows of the Unit without the prior approval of the Owners Corporation.
- 57.2 The Seller may continue to display marketing signs on the Common Property or land surrounding the Development after Completion.
- 57.3 The Buyer may make no objection, requisition or claim, delay Completion or rescind or terminate this Contract in respect of the matters disclosed under this Special Condition 57.
-

58. Contamination

- 58.1 The Seller gives no warranty as to the condition of the Land.
- 58.2 The Buyer acknowledges that the Seller makes no warranty or representation as to the environmental condition or state of:
- (a) the soil;
 - (b) groundwater;
 - (c) the existence or non-existence of any substance on or affecting the Land

and the Buyer must not rescind or make any claim against the Buyer in relation to those matters or the matters referred to in this Special Condition 58.

58.3 The Buyer acknowledges that:

- (a) the Land may contain soil or fill materials that may have residual contamination;
- (b) the existence of regrading, fill, groundwater, contamination or a soil classification of or upon the Land may amount to a delay under Special Condition 62.2; and
- (c) the existence of groundwater or the need for an Environmental Protection Authority discharge permit in relation to groundwater or the need for treatment or assessment of groundwater may amount to a delay under Special Condition 62.2.

59. Further Disclosures Relating To Owners Corporation

59.1 The Seller discloses to the Buyer that:

- (a) the Owners Corporation will enter into the Strata Management Agreement;
- (b) the Rules will be in effect upon registration of the Units Plan;
- (c) the Strata Budget has been prepared by a professional strata manager, and that the Seller believes the budget is based on reasonable grounds;
- (d) the Owners Corporation will enter into other contracts including for the provision of services such as cleaning, gardening services, maintenance and insurance, the details of which are set out in the Strata Budget;
- (e) the Owners Corporation may assume obligations under agreements, licences and easements relating to Utilities;
- (f) the contracts referred to in (d) are not available because the Development is not complete at the date of this Contract;
- (g) the contracts referred to in (d) will be for a period not longer than 2 years; and
- (h) the Seller does not intend the Owners Corporation to enter into any contract where there is a personal or business relationship between the Seller and another party to the contract.

59.2 The Seller approves during the Developer Control Period the keeping of not more than 2 small quiet animals per Unit. The Buyer acknowledges that the Owners Corporation may at any time revoke such approval should the Buyer's animals cause a nuisance.

59.3 The Buyer may make no objection, requisition or claim, delay Completion or rescind or terminate this Contract in respect of the matters disclosed under this Special Condition 54.1.

Handling the Deposit

60. Deposit Instalments

- 60.1 Clauses 2.1, 2.2, 2.3 and 2.4 of the Contract are deleted.
- 60.2 If paid by cheque, the Buyer will pay the Deposit to the Stakeholder at the Date of this Contract, in the following instalments:
- (a) the amount equal to 5% of the Price within 30 days of the date of this Contract (**First Instalment**); and
 - (b) the balance of the amount equal to 10% of the Price on the Date for Completion (**Second Instalment**);
- and the sum of the instalments total 10% of the Price.
- 60.3 If the Deposit or any instalment of the Deposit is:
- (a) not paid on time and in accordance with Special Condition 60.2 or 54.1; or
 - (b) paid by cheque and the cheque is not honoured on first presentation;
 - (c) the Buyer is in default and the Seller may at its election:
 - (d) immediately issue a notice under clause 18; or
 - (e) terminate the Contract under clause 19 without the notice otherwise necessary under clause 18.
- 60.4 The Buyer acknowledges that this Special Condition 60 is an essential term of this Contract and time is of the essence for the payment of each instalment under this Special Condition 60.2 or 54.1.
- 60.5 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.
- 60.6 This Special Condition is for the benefit of the Seller and the obligations imposed on the Buyer are essential.
- 60.7 The obligations imposed on the Buyer by this Special Condition bind the Buyer despite any indulgence, waiver or extension of time by the Seller to the Buyer.

Building the Development

61. Approvals

- 61.1 The Seller will take reasonable steps to procure the Approvals prior to the Approvals Date.
- 61.2 If the Seller does not obtain the Approvals in a form acceptable to the Seller by the Approvals Date, the Seller may:
- (a) extend the Approvals Date; or
 - (b) subject to the provisions of any legislation, rescind this Contract and the provisions of clause 21 will apply.

- 61.3 The Buyer will not make any claim or rescind or terminate this Contract due to any delay in obtaining the Approvals or extension to the Approvals Date.
-

62. Construction

- 62.1 After obtaining the Approvals, the Seller will engage a suitably qualified contractor to:
- (a) perform the Works; and
 - (b) install the Inclusions in the Unit,
- in accordance with
- (c) the Plans;
 - (d) Authority requirements; and
 - (e) industry-accepted standards of workmanship.
- 62.2 If the Seller:
- (a) is prevented from commencing, proceeding with or completing the Works due to any circumstance outside the Seller's control; and
 - (b) the Seller has taken reasonable steps to remove the cause of delay; and
 - (c) the delay continues for a period exceeding 90 days,
- then, subject to the provisions of any legislation, the Seller may rescind this Contract by written notice to the Buyer and clause 21 will apply.
-

63. Variations During Construction

- 63.1 The Standard Terms are varied as follows:
- (a) deletion of 37.3, 37.4 and 37.11.1.
- 63.2 Clause 37.5 is amended by deleting the words "either the size or value of the Unit" and replaced with "the Unit Area".
- 63.3 In addition to clause 37.5 the Buyer may make no objection, requisition or claim, delay Completion or rescind or terminate this Contract in respect of variations to:
- (a) the layout of the Unit (including any kitchen, bathroom, ensuite and laundry) to accommodate services, riser ducts, structural support and other structures arising out of final detailed design;
 - (b) the Inclusions provided that inclusions of similar or better quality are provided;
 - (c) the Development, provided that the variation does not alter the location of the Unit,
 - (d) the Unit or the Development, provided that those variations do not delete in any room or Unit Subsidiary.
- 63.4 Buyer will not make any objection, requisition or claim, delay Completion, rescind or terminate this Contract in respect of any variation referred to in this Special Condition.
-

64. Preparing and Registering the Units Plan

- 64.1 Following completion of the Works, the Seller will procure the Units Plan.
- 64.2 The unit entitlement of the Unit and all other units in the Development will be in accordance with the allocation approved by the relevant Authority.
- 64.3 If the Units Plan is delayed due to any circumstance outside the Seller's control
- (a) the Seller may extend the Units Plan Registration Date by written notice to the Buyer; or
 - (b) subject to the provisions of any legislation, rescind this Contract and the provisions of clause 21 will apply.
- 64.4 The extension of the Units Plan Registration Date may be:
- (a) effected by one or more notices; and
 - (b) extended by no more than 12 months in total.
- 64.5 The Buyer will not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this special condition.

Preparing for Completion

65. Pre-Completion Inspection

- 65.1 The Buyer may:
- (a) upon notification that the Units Plan has registered; or
 - (b) within 5 Business Days of earlier notification that the Unit is ready for inspection, inspect the Unit once only and within 2 Business Days provide the Seller with one only list of Defects (**Pre-Completion List**) in relation to the Unit and in this respect time is of the essence.
- 65.2 The Seller will use best endeavours to rectify the Pre-Completion List prior to the Date for Completion.
- 65.3 The Seller will rectify during the Defects Liability Period any Pre-Completion List item not rectified prior to the Date for Completion.
- 65.4 If the Buyer does not submit a Pre-Completion List to the Seller, its rights under the Defects Liability Period are not diminished.
- 65.5 The Buyer will not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this special condition.

66. Completion

- 66.1 Completion of this Contract is to occur within 23 days of the Seller's provision of:
- (a) a written notice to the Buyer of the registration of the Units Plan; and after
 - (b) a copy of that Units Plan; and

- (c) a copy of any alternative rules to the Default Rules that may be registered,
and notification of the items in this Special Condition may occur in a single notice.

66.2 Completion shall take place at the ACT Law Society Settlement Room at a time during normal business hours nominated by the Seller.

67. Adjustments

- 67.1 Clause 8 is deleted.
- 67.2 The Seller is entitled to the Income up to and including Completion. The Buyer is entitled to the Income after Completion.
- 67.3 The Seller is liable for all Land Charges up to the date of registration of the Units Plan. The Buyer is liable for all Land Charges after the date of registration of the Units Plan.
- 67.4 The parties will pay any adjustment of the Income, Land Charges and Connection Costs on Completion.
- 67.5 At Completion, the Seller may require the Buyer to provide a bank cheque drawn in favour of the provider of a Utility.
- 67.6 If separate assessments of Land Charges (including Owners Corporation contributions), in respect of the Unit are not issued on Completion, all necessary adjustments between the parties will be based upon the reasonable opinion of the Seller of the likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.
- 67.7 If the Development is liable for land tax, the Seller will make adjustments at Completion for the proportional liability of the Unit (based on unit entitlements), regardless of whether the Buyer intends to reside in the Unit after Completion.
- 67.8 If the Seller incurs Connections Costs, the Buyer will be liable for an adjustment at Completion.
- 67.9 The Buyer will not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in set out in this Special Condition.

Matters After Completion

68. Urgent Defects Rectification

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

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

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

69. Post-Completion Defects

- 69.1 For any Defect other than those noted in Special Condition 68, the Buyer will submit a single written list of Defects to the Seller during the Defects Liability Period (Post-Completion List).
- 69.2 The Seller is not liable to rectify any superficial damage to or Defects in the Unit or the Inclusions unless they were noted on the Pre-Completion List.
- 69.3 The Seller will rectify the Post Completion List within 90 days of notification at no cost to the Buyer.
- 69.4 The Buyer will make the Unit available to the Seller's contractors at times notified to the Buyer from time to time to enable rectification of the Pre-Completion List and the Post-Completion List.
- 69.5 The Seller is not liable for any matter covered by a manufacturer's warranty.
- 69.6 The Seller will use best endeavours to assign the benefit of all manufacturers' warranties to the Buyer.

70. Depreciation of the Unit and Inclusions

- 70.1 If the Buyer requests it after Completion, the Seller will provide the details of the quantity surveyor engaged by the Seller during the Works, so that the Buyer can obtain information to claim any depreciation or other taxation benefits in respect of the Unit.
- 70.2 The Buyer will pay the cost of obtaining this information.
- 70.3 The rights and obligation contained in this Section 70 do not merge on Completion.

Other Special Conditions

71. Insolvency

- 71.1 If the Buyer is a natural person (or persons) and:
- (a) the Buyer (or one of the Buyers) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
 - (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - (c) the Buyer (or one of the Buyers) commits an act of bankruptcy;
- the Buyer will immediately notify the Seller in writing.
- 71.2 If any of the events specified in Special Condition 71.1(a), (b) or (c) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 71.3 If the Buyer is a company (or companies) and:

- (a) the Buyer (or one of the Buyers) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with the Corporations Act; or
- (b) a controller (as defined by the Corporations Act) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyer's) assets;

the Buyer will immediately notify the Seller in writing.

- 71.4 If any of the events specified in Special Condition 71.1(a) or (b) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.
- 71.5 If any of the events specified in Special Condition 71.1(a) or (b) happens to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this contract and clause 21 will apply.

72. FATA Approval

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

73. Director's Guarantee

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

74. Price inclusive of GST

- 74.1 Clause 24 of the Standard Terms is deleted.
- 74.2 The Price paid under this contract is a total price regardless of whether there is any GST applicable on the sale. If for any reason the sale of the Property is not a taxable supply, the Buyer:
- (a) acknowledges that the Price is agreed regardless of the GST treatment of the sale of the Property; and
 - (b) releases the Seller from any claim relating to the payment and remittance of GST.
- 74.3 The parties agree to apply the margin scheme under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).
- 74.4 To the extent that GST is applicable at law, the parties agree that the Price payable in accordance with this Contract is inclusive of GST (within the meaning of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) as amended from time to time), and the payment of GST, if any, is at the sole risk of the Seller.

75. Caveat

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

76. Assistance

- 76.1 Each party agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable assistance to the other party to assist in the timely completion of the Works, registration of the Units Plan and Completion of this Contract

77. Representation

- 77.1 The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.
- 77.2 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this Contract.

78. Electronic Transaction

- 78.1 For the purposes of this Special Condition:
- (a) **Platform** means an electronic conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.
- 78.2 Generally, and for the purposes of:
- (a) *the Electronic Transactions Act 2001* (ACT);
 - (b) *the Electronic Transactions Act 1999* (Cth); and

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

each party consents to:

- (d) the electronic signing of this Contract;
- (e) the electronic exchange of this Contract;
- (f) the electronic Completion of this Contract (if available at the time of Completion); and
- (g) notices being served or received under this Contract electronically, including by email,

whether performed via the Platform or otherwise.

78.3 The parties warrant that:

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

is sufficient evidence of:

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

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

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

78.5 The parties acknowledge and agree that:

- (a) this Special Condition does not diminish the obligations of the parties to:

- (i) provide the transfer and other documents or instruments on paper signed in wet ink and (if required) duly attested in accordance with the *Land Titles Act 1925* (ACT) or the requirements of the ACT Land Titles Office;
- (ii) sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - (A) documents, pursuant to a power of attorney; and
 - (B) deeds generally; and
- (b) the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

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

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

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

79. Agent

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

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

79.3 This clause does not merge on Completion.

80. No Waiver

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

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

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

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

Amendments, Definitions and Interpretation

81. Amendment to Standard Terms

81.1 The Standard Terms are varied as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words “a periodic nature” the words “including Owners Corporation levies”;
- (b) deletion of clauses 6.1 and 6.2;
- (c) deletion of clauses 7.1.4, 7.2.5-7.2.6;
- (d) deletion of clauses 9.2 and 9.3;
- (e) deletion of clause 10.1;
- (f) deletion of clause 12;
- (g) deletion of clause 14;
- (h) deletion of clause 15.5;
- (i) deletion of clause 17.1.1 (a);
- (j) in clause 18, insert a new clause 18.12 to read as follows

“18.12 If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:
- (k) extend the period for Completion under the Notice to Complete; or
- (l) withdraw the Notice to Complete,
- (m) by written notice to the Buyer in the Seller’s absolute discretion and with or without the consent of the Buyer.”
- (n) deletion of clause 22.1.1;
- (o) amendment of clause 22.1.2 by inserting after “the rate of” the words “10%” and deleting the words “the date 7 days after”;
- (p) amendment of clause 26.2 to insert:

“26.2.6 send it by email to a party’s solicitor, (a notice is taken to have been received at the time shown on the delivery or read receipt by the computer from which the message was sent which indicates that the message was sent to the email address of the recipient, whichever is received earlier.”
- (q) amendment of clause 28.2 by deleting the words “or so much of it as exceeds 5% of the Price”;
- (r) deletion of clause 31;

- (s) deletion of clause 32;
- (t) deletion of clause 33;
- (u) deletion of clauses 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50.

82. Definitions

82.1 In these Special Conditions the following works have the following meanings:

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

- (a) a variation to the Crown Lease for the Land and
- (b) realignment of the boundary of Block 1 Section 24 Deakin.

Approvals Date means 30 June 2026.

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

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

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

Common Property means that part of Land and the improvements erected on it which on registration of the Units Plan will comprise the common property as defined in section 13 of the *Unit Title Act 2001* (ACT).

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

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

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

Date for Completion means the date determined pursuant to Special Condition 66.1.

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

- (a) any matter arising from the act, omission or negligence of the Buyer or any occupier, or their guest, invitee, contractor or agent, or any other third party;

- (b) natural shrinkage in the Unit or faults caused by natural shrinkage in the Unit;
- (c) minor faults or irregularities in natural materials used in the Unit; and
- (d) defects not located in the Unit.

Date for Registration of the Units Plan means the date referred to in the Schedule.

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

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

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

Developer Control Period has the meaning given in the *Unit Title (Management) Act 2011* (ACT).

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

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

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

Land means Block 1 Section 24 Division of Deakin in the Australian Capital Territory and any description it may be assigned in the future.

Owners Corporation means the body corporate to be constituted pursuant to the *Unit Title (Management) Act 2011* (ACT) following registration of the Units Plan.

Plans means the plans and specifications attached to this Contract.

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

Standard Terms means the printed terms of the standard ACT Law Society Contract 2024 Edition.

Strata Budget means the budget for the first two years of the Owners corporation following registration of the Units Plan, attached to this Contract.

Unit means the Unit the subject of this Contract and includes the unit subsidiaries.

Unit Area means the total area of the Unit shown on the Plans, measured:

- (a) to the centre line of any party wall;
- (b) to the external face of any non-party wall;
- (c) to the external face of any balustrade or courtyard wall, common area space such as stairwells; and
- (d) by including internal service ducts and risers.

Units Plan means all of the documents forming party of the units plan dividing the Development into Units and Common Property, approved and registered in respect of the Land in accordance with the *Unit Title Act 2001 (ACT)*.

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

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

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

83. Conflicts or Inconsistencies

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

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

84. Interpretation of Contract

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

ANNEXURE A

GUARANTEE AND INDEMNITY

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

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

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

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

Signed, sealed & delivered as a Deed by :

Signature

Witness Signature

Name of Signatory

Name of Witness

Capacity: Self

Capacity: Witness

Date:

Date:

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Deakin Section 24 Block 1 on Deposited Plan 1442

Lease commenced on 01/04/1963, granted on 15/11/1965, terminating on 31/03/2062

Area is 715 square metres or thereabouts

Proprietor

AIT PROPERTIES NO8 PTY LTD

8/28 THYNNE ST, BRUCE ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 174 Folio 41**

Restrictions

Purpose Clause: Refer Crown Lease

S.28A City Area Leases Act 1936: 5 Years From Grant Date

Easements

Easement In Crown Lease: Current

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

Description

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

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
202341958	Development Application	03/08/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	01/02/2024

Description

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

CANCELLED BY COMPUTER
CERTIFICATE OF TITLE ISSUED

.....Registrar of Titles.

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY

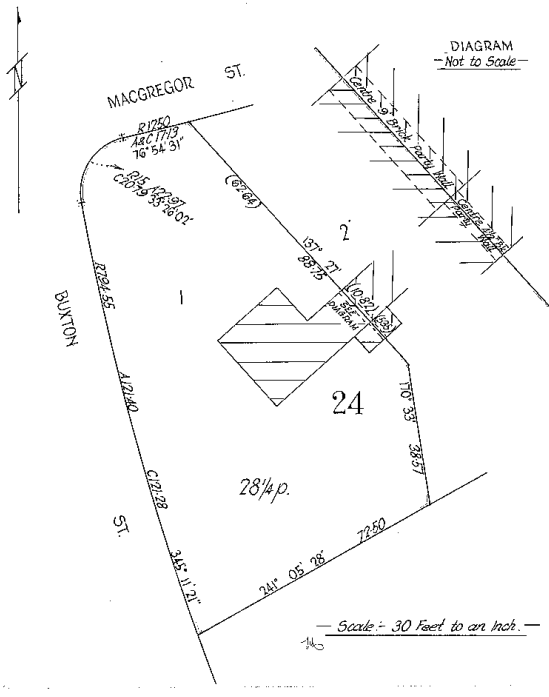
SECTION 28A CITY AREA LEASES
ORDINANCE 1936-1964 APPLIES

THE CITY AREA LEASES ORDINANCE 1936-1964

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936-1964 and the Regulations thereunder on the fifteenth day of November — One thousand nine hundred and sixty five — WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to PHILLIP DOBLE of 68 MacGregor Street Deakin in the Australian Capital Territory Radiator Repair Proprietor and JEAN RAE DOBLE 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 _____ acres _____ roods _____ 28 1/4 perches or thereabouts and being Block 1 Section 24 Division of Deakin (hereinafter called the demised land) as delineated on Deposited Plan Number 1442 in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by red edging on the plan endorsed hereon (hereinafter called the said plan) AND AS APPURTENANT THERETO full and free right and liberty to use for the purposes of support to the part of the wall on the demised land shown by brown colour on the said plan the part of the wall contiguous thereto shown by blue colour on the said plan EXCEPT AND RESERVING NEVERTHELESS unto the Commonwealth all minerals AND RESERVING ALSO as appurtenant to the piece or parcel of land being Block 2 Section 24 Division of Deakin full and free right and liberty to use for the purposes of support to the part of the said wall shown by blue colour on the said plan the contiguous part of the said wall on the demised land shown by brown colour on the said plan TO HOLD unto the Lessee for the term of ninety-nine years commencing on the first day of April One thousand nine hundred and sixty three to be used by the Lessee for residential purposes only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of twenty seven pounds per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the demised land as determined from time to time upon re-appraisalment of the said value under any Statute Ordinance or Regulation.

1. THE lessee covenants with the Commonwealth as follows -

(a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely by quarterly payments in advance on the FIRST day of April the FIRST day of July the FIRST day of October and the FIRST day of January in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of April One thousand nine hundred and sixty four.



- (b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;
- (c) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the demised land all to the satisfaction of the Minister;
- (d) 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 demised land or make any structural alterations in any building erected on the demised land;
- (e) To use the demised land for residential purposes only;

- (f) If and whenever the lessee fails to repair or keep in repair any building or erection on the demised 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 or without carts or other vehicles horses or other animals may enter upon the demised 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 deemed to be rent payable under this lease and unpaid by the lessee;
- (g) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the demised land at all reasonable times and in any reasonable manner and inspect the demised land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the lessee -

- (a) That the lessee may at any time upon payment of all rent and other moneys due to 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 demised land;
- (b) That the unimproved value of the demised land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

3. IT IS MUTUALLY COVENANTED and AGREED as follows :-

(a) That if -

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the demised 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 paragraph (ii) of 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 demised land and that it is not required for any Commonwealth purpose and shall have declared the demised land to be available for lease the lessee shall be entitled to a further lease of the demised land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the demised land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the demised land and which the Minister shall have declared to be available for lease;
- (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 1936-1964 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 authorized by the Minister or by law to exercise the powers and functions of the Minister under the City Area Leases Ordinance 1936-1964 including any amendments thereof or any Statute or Ordinance substituted therefor;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister 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 demised land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the demised 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 administrators executors and assigns of the survivor of them;

- (h) 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.
- (i) That Section 28A of the City Area Leases Ordinance 1936-1964 shall apply to this lease.

IN WITNESS whereof this Lease has been executed in the name of the Commonwealth of Australia by the Minister and by the lessee.


SIGNED SEALED AND DELIVERED }
 by JOHN HENRY MARSHALL }
 delegate of the Minister of }
 State for the Interior of the }
 Commonwealth of Australia in }
 the presence of - }
W. J. Henry


J. Marshall


SIGNED SEALED AND DELIVERED }
 by the Lessee in the presence }
 of - }
J. W. Salemy

P. A. Gabe
J. Doble


COMMISSIONER FOR DECLARATIONS

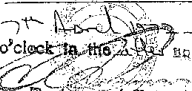
No. 58379 — MORTGAGE from the within named Phillip Doble and Jean Rae Doble to Commonwealth Bank of Australia
 Produced 25th March 1966 and entered 12th April 1966 at 21 thirty minutes past four o'clock in the afternoon.

 Registrar of Titles

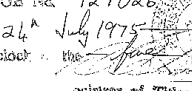
No. 859851 TRANSFER TO RODNEY MACARTHUR CAMERON OF ALL THE TRANSFERORS ESTATE AND INTEREST of the land within described
 Entered 16 AUG 1993 at TEN o'clock in the fore Noon.

 Registrar of Titles


No. 129024 — DISCHARGE OF MORTGAGE No. 58379
 Produced 15th March 1972 and entered 7th April 1972 at fifty minutes past eleven o'clock in the afternoon.

 Registrar of Titles.

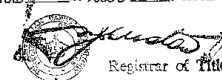
CANCELLED BY COMPUTER CERTIFICATE OF TITLE ISSUED


No. 129025 TRANSFER from the within named Phillip Doble and Jean Rae Doble to Donald Adrian Midson of 22 Calen Crescent Narrabundah in the Australian Capital Territory Bank Officer and Elizabeth Ann Midson his wife as joint tenants of the land within described
 Produced 15th March 1972 and entered 7th April 1972 at fifty five minutes past eleven o'clock in the afternoon.

 Registrar of Titles


No. 129026 MORTGAGE from the said Donald Adrian Midson and Elizabeth Ann Midson To BANK OF NEW SOUTH WALES
 Produced 15th March 1972 and entered 7th April 1972 at five minutes past twelve o'clock in the afternoon.

 Registrar of Titles

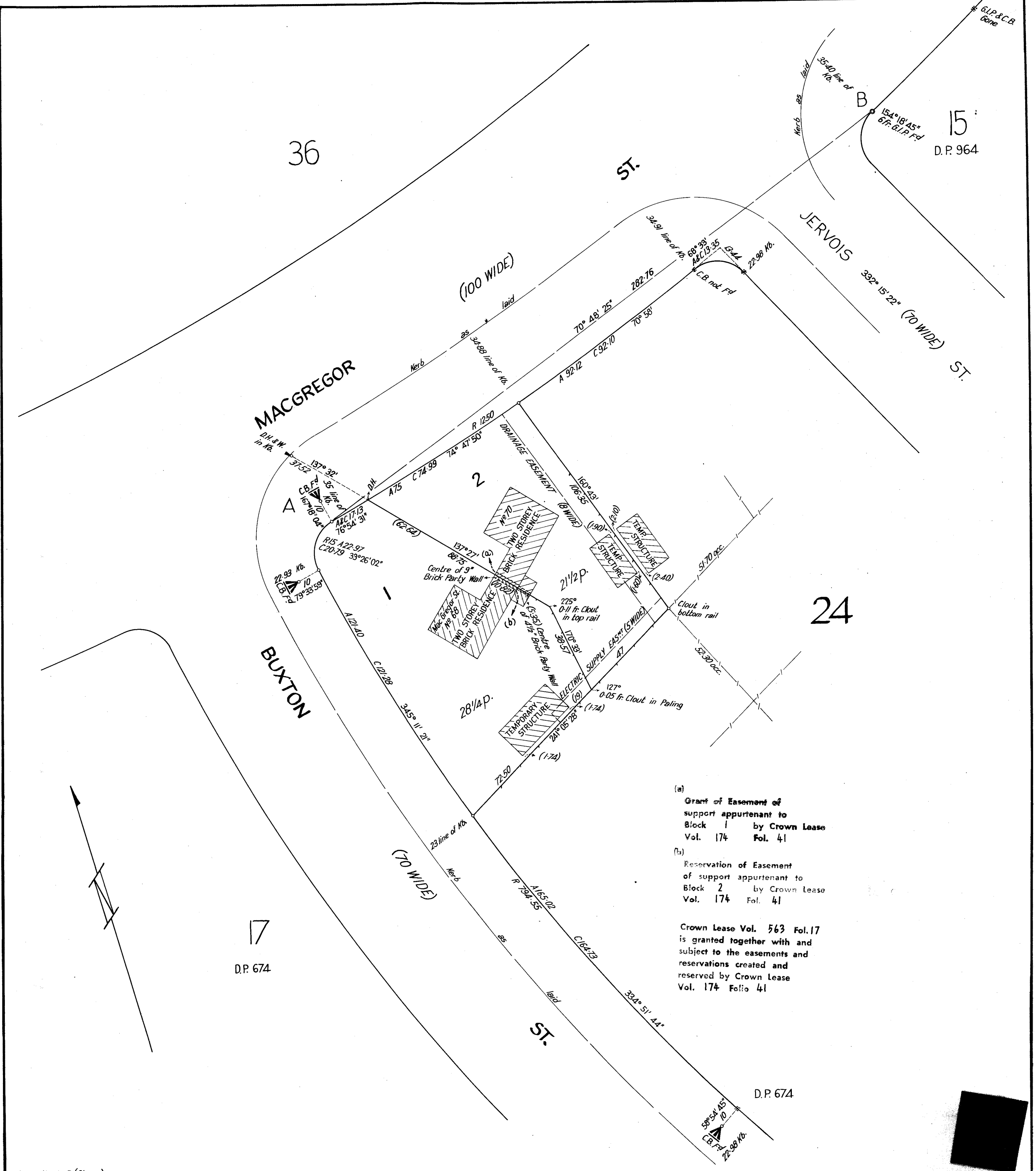
No. 203578 DISCHARGE OF MORTGAGE No. 129026
 Produced 10th June 1975 and entered 24th July 1975 at one minutes past eight o'clock in the afternoon.

 Registrar of Titles.

No. 329218 TRANSFER TO Gavin Francis Moran of 68 MacGregor Street Deakin Scientist of the land within described
 Entered 21st April 1980 at two o'clock in the after noon

 Registrar of Titles

No. 329219 MORTGAGE to C.S.I.R.O. Co-operative Credit Society Limited
 Entered 21st April 1980 at two o'clock in the after noon

 Registrar of Titles

No. 612467 DISCHARGE OF MORTGAGE No. 329219
 Entered 27th May 1988 at TWO o'clock in the After noon

 Registrar of Title
 J. E. MAHER, Deputy

No. 612468 TRANSFER TO Rodney Mac Arthur Cameron and Robert Duncan Hogg as Tenants in common in equal shares of the land within described
 Entered 27th May 1988 at Two o'clock in the After noon

 Registrar of Titles
 J. E. MAHER, Deputy



36

15
D.P. 964

24

D.P. 674

D.P. 674

(a)
Grant of Easement of support appurtenant to Block 1 by Crown Lease Vol. 174 Fol. 41

(b)
Reservation of Easement of support appurtenant to Block 2 by Crown Lease Vol. 174 Fol. 41

Crown Lease Vol. 563 Fol. 17 is granted together with and subject to the easements and reservations created and reserved by Crown Lease Vol. 174 Folio 41

Azimuth: A-B (Strom)

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

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

P. Simms
Licensed Surveyor.

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

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

PLAN OF
BLOCKS 1, 2
SECTION 24

DIVISION: DEAKIN
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY.

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

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

Approved
Registrar
Registrar of Titles.

DEPOSITED PLAN.
1442



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

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	1	Section	24	Suburb	DEAKIN
-------------	----------	--------------	----------	----------------	-----------	---------------	---------------

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

- | | No | Yes |
|--|-----------|--------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <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 a Preliminary Assessment, an Assessment or an Enquiry under Party IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | | (see report) |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | | (see report) |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | | (see report) |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | | (see report) |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | | (see report) |

Customer Service Centre

Date: 18-DEC-24 17:52:47

Applicant's Name : InfoTrack, InfoTrack

E-mail Address : actenquiries@infotrack.com.au

Client Reference :2414718: Master File - Blocks - 152178114

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

18-DEC-2024 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 6

INFORMATION ABOUT THE PROPERTY

DEAKIN Section 24/Block 1

Area(m2): 717.8

Unimproved Value: \$1,130,000

Year: 2024

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

Heritage Status: Nil.

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



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

18-DEC-2024 17:52

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

Page 2 of 6

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

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

-- Application Details -----

Description

.

-- Site Details -----

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

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

-- Application Details -----

Description

.

-- Site Details -----

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

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

18-DEC-2024 17:52

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

Page 3 of 6

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

-- Application Details -----

Description

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

-- Site Details -----

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

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

18-DEC-2024 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 6

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

-- Application Details -----

Description

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

-- Site Details -----

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

-- Involved Parties -----

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

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

Sect	Blk	DA No.	Description	Overlay Policy	Status
24	2	202341960	PROPOSAL FOR NEW DWELLING Construction of a new two storey dwelling, car parking, swimming pool, landscaping and associated works.	Approval Conditional	01-FEB-24
17	6	202241219	PROPOSAL FOR NEW DWELLING ANI SECONDARY RESIDENCE - demolition of the existing dwelling, construction of new two storey dwelling with attached garage and single storey secondary residence with	Approval Conditional	05-APR-23



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

18-DEC-2024 17:52

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

Page 5 of 6

17	6		attached carport, landscaping and associated works.		
0	1339	202443292	THE PUBLIC NOTIFICATION PERIOD HAAActive BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		
0	1313	202443292	THE PUBLIC NOTIFICATION PERIOD HAAActive BEEN EXTENDED - PLANNING ACT 2023 - PROPOSAL FOR CEMETERY - Proposed works for the first stage of the proposed Southern Memorial Park comprising of a new entrance, including a signalised intersection with Mugga Lane, 2,500 traditional burial plots, relocation of horse jumping area, realignment of equestrian trail, construction of internal roads and basin, utility reticulation, construction of works depot with office and sheds, landscaping, tree removal, civil works and associated works.		
24	2	202341958	.	Approval Conditional	01-FEB-24
1	3	202341592	LEASE VARIATION - To vary the Crown lease by increasing the gross floor area permitted to be used for educational establishment by 20 square metres to 470 square metres.	Approval Conditional	04-JUL-23

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

18-DEC-2024 17:52

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 6 of 6

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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

----- END OF REPORT -----

Inclusion list

61 Buxton Street Deakin ACT

CONSTRUCTION SPECIFICATIONS

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

BUILDING AMENITIES & FINISHE

LETTERBOXE	One lockable letterbox
METRES	Water and electricity metres
ENTRY LOCK	Smart keyless digital lock with pin access
ANTENNA	One antenna
WINDOWS AND SLIDING DOORS	Thermal broken double glazed windows and sliding doors, with low-E glass
WINDOW TREATMENT	Window treatments not included
WATER TANK	Tank provisions ready for the user to be connected if required
WATER TAP	Three taps

INTERNAL

CEILING FINISH	Suspended plasterboard with square set joints
-----------------------	---

INTERNAL WALLS	Plasterboard and paint (3 coat application system)
INTERNAL DOORS	Flush panel Door stops to all swinging doors
PAINT	Low VOC paint
LIGHTING	LED downlights throughout
DGPOs	Living: 2 X DGPOs Dining: 2 X DGPO Lounge: 2 X DGPOs
DATA ACCESS	One data access in living
TV POINT	One TV point in living One TV point in multi-purpose room
AIR CONDITIONING	Split bulk head air conditioner system - WIFI control with touch control panel

FLOORING

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

KITCHEN

BENCHTOP	20mm stone top
SPLASHBACK	Marble porcelain
SINK	Franke top mount double bowl sink
TAP	Vezz Square sink mixer with flexible hose
CABINTRY	Polar White and Natural Oak cabinetry
DOORS AND DRAWERS	Soft close
BIN	Two insert bins
DGPOs	For all appliances Two DGPOs above the bench Two DGPOs above breakfast bar

One DGPO in the pantry

LAUNDRY

BENCHTOP	20mm stone top
CABINERY	Upper cabinet above the bench
SPLASHBACK	Marble porcelain tile
SINK	PHOENIX IVY black single bowl, top mounted
TAP	Black tap mixer
DGPOs	One DGPO above bench One DGPO inside the store space

BEDROOMS

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

BATHROOMS

ACCESSORY COLOUR	Black
VANITY	Wall-mount Walnut Oak Cabinetry 1800mm double vanity for ensuite 1200mm single vanity for common bathroom White stone top 420mm vanity for powder room
MIRROR	LED lite mirrors in ensuite & bathrooms Frameless mirror in powder rooms
SHOWER SCREEN	Frameless toughed glass
TOILET	PARISI in- wall toilet with soft close seat
SHOWER RAIL	PHOENIX IVY black single bowl, top mounted

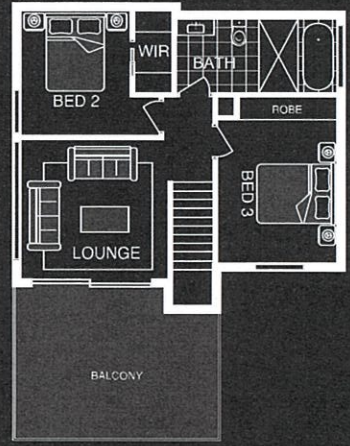
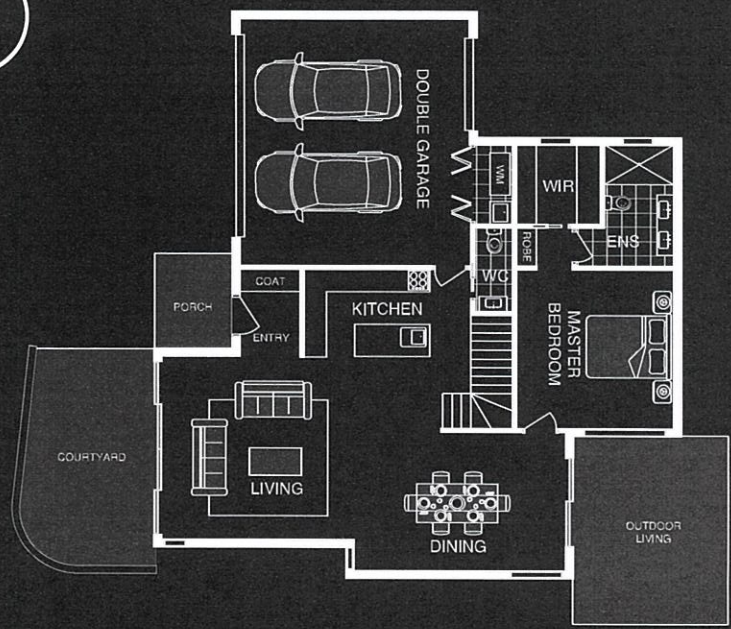
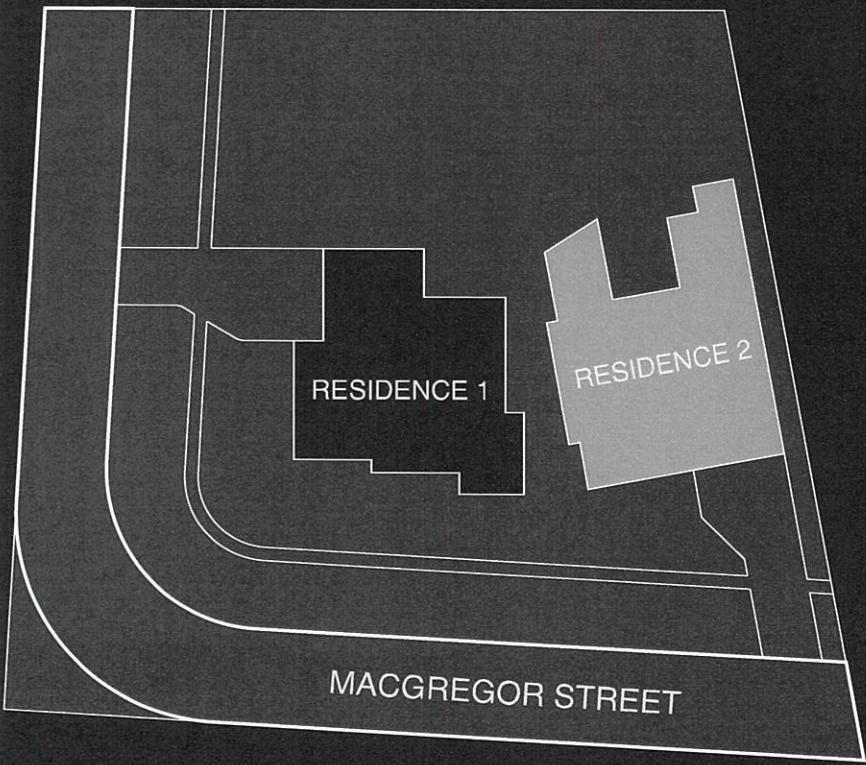
TOWEL RAIL	5 bar towel ladder- non heated
BATHTUB	1600mm Freestanding
ACCESSORIES	Freestanding bathtub mixer Tap mixer, toilet roll holder & hand towel ring
RECESS	One Niche box in each shower room
DGPOs	One DGPO above vanity bench
LIGHTS	Tastic heater lights

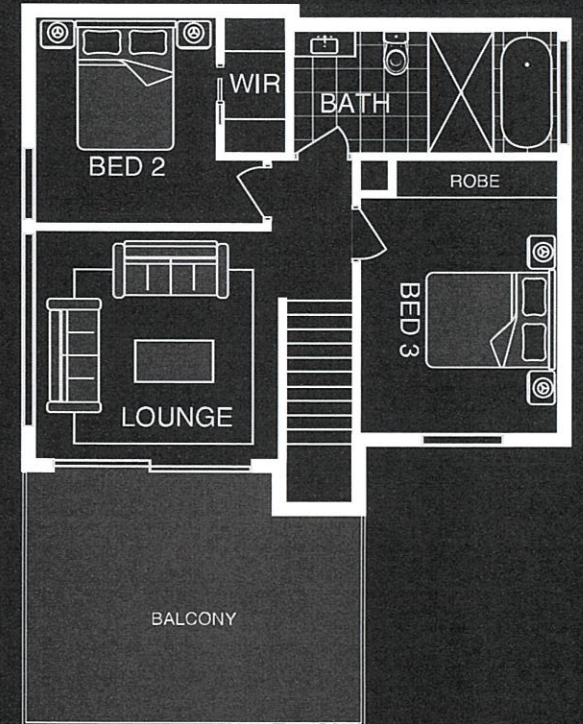
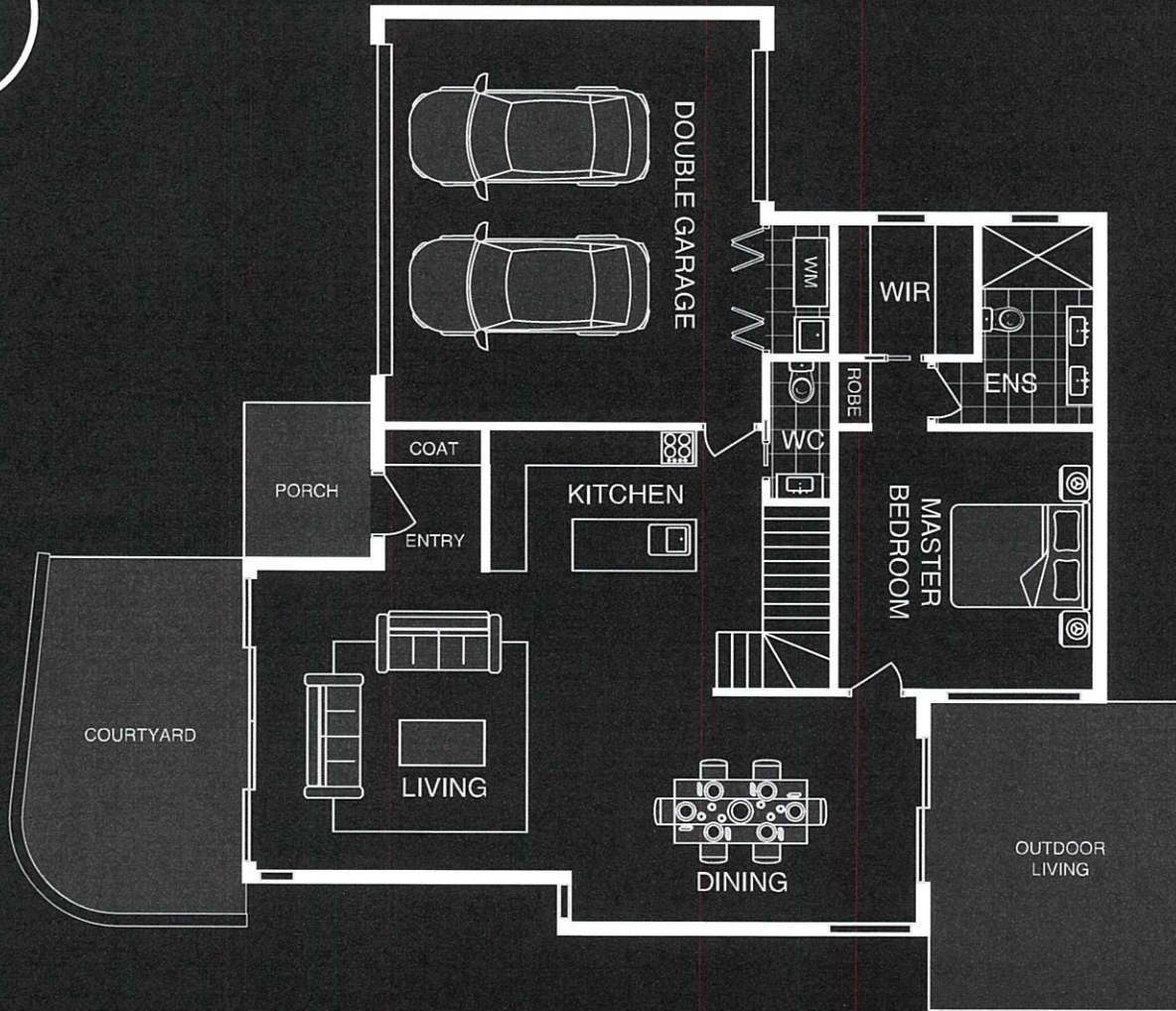
GARAGE

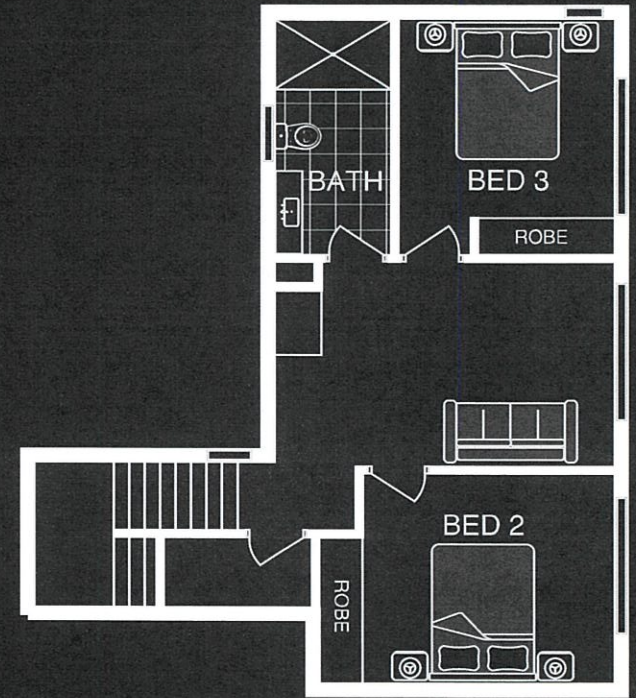
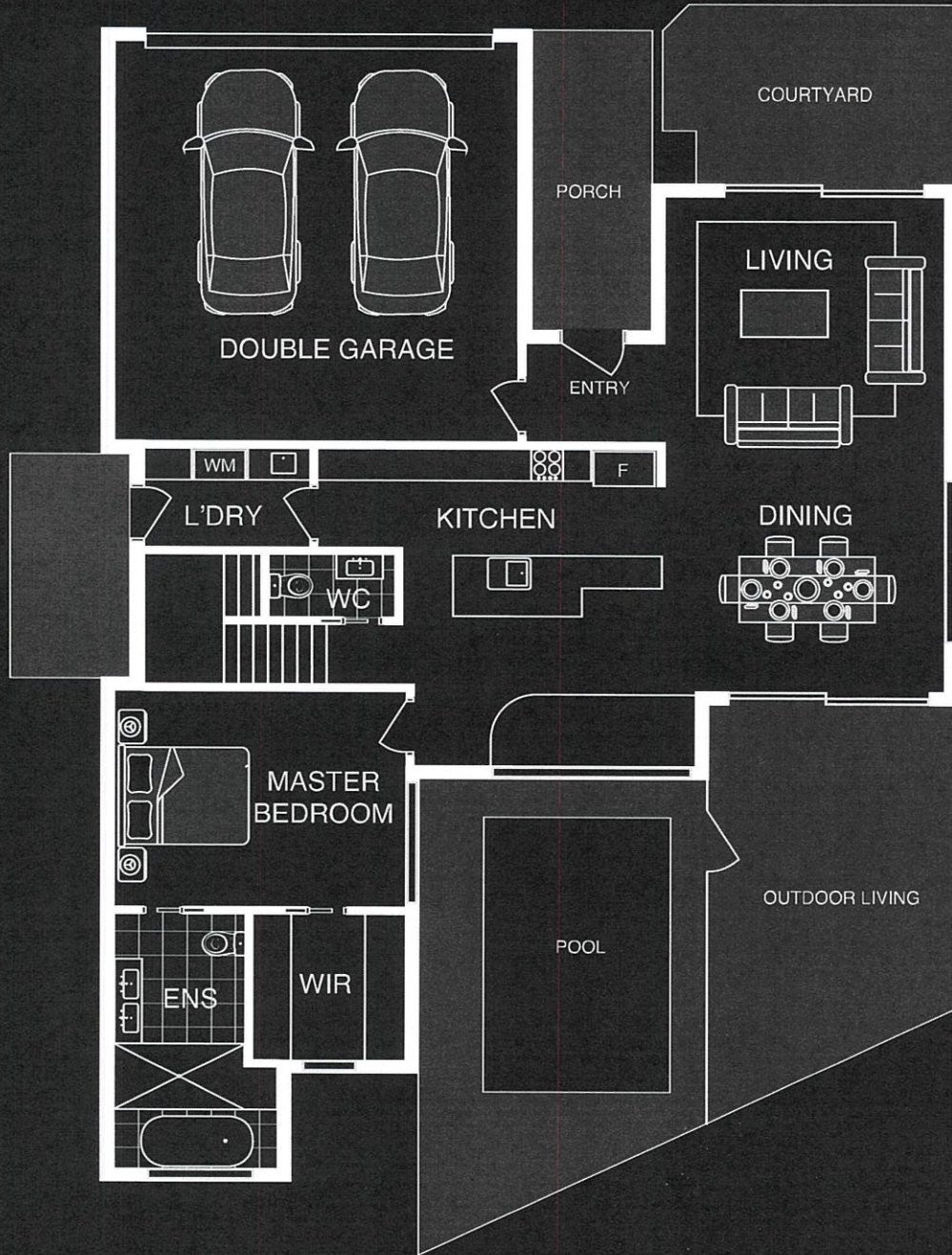
FLOOR	Concrete
ENTRY	Panel lift door with remote control
LIGHTING	2 X Fluorescent Batten Lights
DGPOs	One DGPO

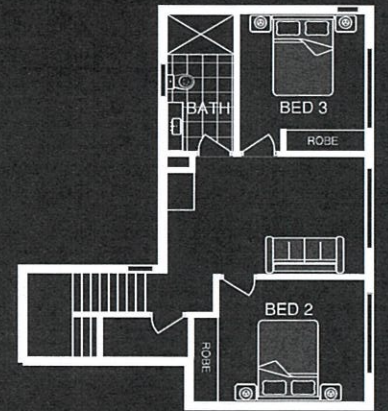
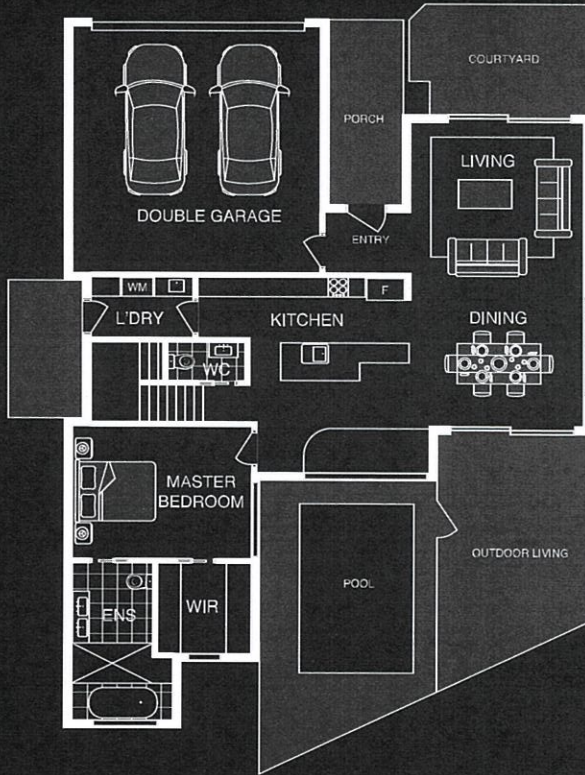
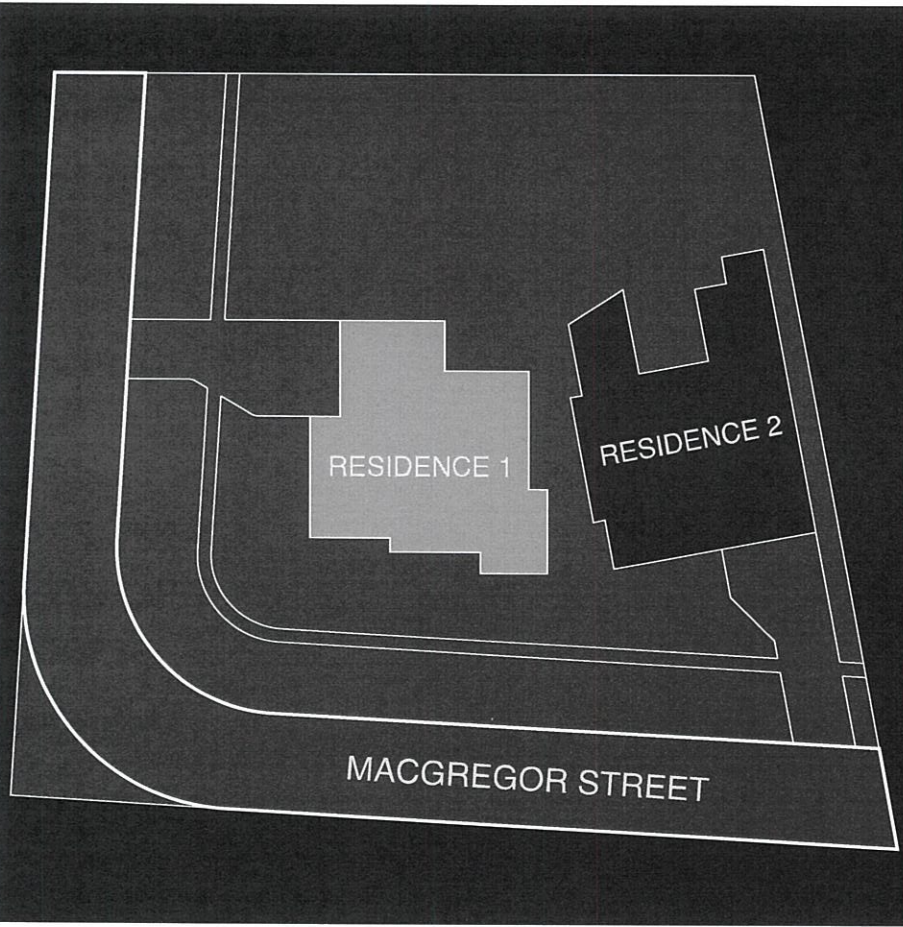
APPLIANCES

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









MINUTES OF THE INAUGURAL MEETING OF THE OWNERS OF UNITS PLAN ****

68 Macgregor Street, Deakin

HELD AT: Civium Holdings Pty Ltd
3 Lonsdale Street, Braddon ACT

DATE: {DATE}

TIME: 3:00pm

PRESENT: {Developer Representative} representing {Developer/Owner} and Tarnee Lamb representing Civium Holdings Pty Ltd

QUORUM: A quorum was declared, and the meeting proceeded.

CHAIRMAN: {Developer Representative} representing {Developer/Owner} and took the role of chairman.

BUSINESS

{Developer Representative} advised the meeting that the development situated at Block 1 Section 24 at Deakin consisting of 2 lots was registered on {DATE} at Access Canberra as Units Plan ****

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

CARRIED

MANAGING AGENT

It was unanimously resolved that Civium Holdings Pty Ltd be appointed Managing Agent, for a period of one (1) years following registration of the Corporation, in accordance with the attached agreement.

CARRIED

PUBLIC OFFICER APPOINTMENT

It was unanimously resolved to allow Douglas O'Mara, chairman of Civium Holdings, to be appointed as Public Officer for ATO purposes and requirements. This appointment is ongoing until such time a new Public Officer is appointed, or our Managing Agent contract is not renewed.

CARRIED

COMMON SEAL

It was unanimously resolved that a common seal be purchased and until the First Annual General meeting shall only be affixed to certificates given in pursuant to Section 119 of the Act, and/or any other documents allowed by further motions passed within this meeting.

CARRIED

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

CARRIED

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be provided to the Managing Agent at the earliest opportunity for inclusion in the Corporation's records.

CARRIED

PLANT ITEM REGISTRATION

It was unanimously resolved that the initial registration of all plant items on the parcel, in accordance with the provisions of the Work Health & Safety Act 2011, be attended to by the Developer prior to registration of the Corporation.

Subsequent annual registration is to be attended to by the Corporation, as required by the Work Health & Safety Act 2011.

CARRIED

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the builder, and their employee’s agents and contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. As a condition of such access, the builder is required to make good any damage to the Common Property or buildings on the land and remove any rubbish or debris and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

CARRIED

INSURANCE

It was unanimously resolved that the Corporation should insure the development through *** PTY LTD as follows:

Policy Number		
Renewal Date		
Buildings and General Contents	\$	
Public Liability	\$	
Office Bearers	\$	
Loss of Rent / Temporary Accommodation	\$	
Catastrophe Cover	\$	
Fidelity Guarantee	\$	
Excesses	\$	
PREMIUM	\$	

The certificate of currency for this policy is attached.

CARRIED

INSURANCE VALUATION

It was unanimously resolved that the Corporation authorises the strata manager to obtain a professional Insurance Valuation from an appropriately qualified organisation.

The building sum insured has been arrived at on advice from the developer regarding the cost of construction and professional fees relating to the building. It is recommended that in the future, the Owners Corporation considers obtaining a professional valuation for insurance purposes and that the policy held by the corporation be adjusted according to the recommendations of the report.

CARRIED

INSURANCE PREMIUM REFUND TO DEVELOPER

As the developer has paid the Insurance for 12 months, it has been resolved that the developer will be refunded the premium amount on a pro-rata basis from the date of registration through the settlement proceeds.

CARRIED

SHORT TERM FUNDING (SPECIAL RESOLUTION)

It was unanimously resolved that the Owners Corporation authorise Civium Strata to secure short-term funding on behalf of the Owners Corporation, which is deemed to be necessary to ensure the ongoing successful operation of the Corporation and that Civium Strata be authorised to sign the applicable documentation to secure this funding.

CARRIED

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Macquarie Bank, in the name of Proprietors of Units Plan **** such account to be operated by the Managing Agent.

CARRIED

BUDGET

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could be directed towards a different area. The objective being that the total amount of levies and contributions outlined above was not to be exceeded.

In addition, the Chairman noted that should the incoming Executive Committee (to be elected at the inaugural Annual General Meeting) increase the scope of any particular service or request a service that was not covered in the initial budget, that change of scope or additional service may lead to an increase in levies for unit owners.

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

It was agreed upon that the unit contributions (levies) will occur on a (quarterly, bi-annual, annual) instalment(s). In future years, the Owners Corporation can decide on an ongoing method of contribution instalments.

It was unanimously resolved to accept the proposed budget as presented, being applicable to the following periods:

Financial Period: 16/1/2024 – 15/1/2025

Operating Levy Period: 16/1/2024 – 15/1/2025

RESIDENTIAL UNIT BUDGET	Year 1
Accountant - Professional Fees	\$132.00
Insurance Premiums	\$3,500.00
Management Fee	\$1,000.00
Water (Common Area Only)	\$200.00
TOTAL	\$4,832.00

CARRIED

RESTRICTIONS ON WINDOW FURNISHINGS & OTHER INSTALLATIONS

It was unanimously resolved that owners must ensure that any window treatments or installation of colour (such as blinds, curtains, drapes, garage doors and the like) visible from public or common areas are only coloured complementary to the overall colour scheme of the complex.

CARRIED

COMMITTEE

It was noted that in accordance with the Act, as this owners corporation only consists of two units, both units form the executive committee.

CARRIED

RULES

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting.

CARRIED

PETS

As per the Unit Titles (Management) Regulations 2011, Schedule 1, Rule 1.5 pets are permitted at the complex to a maximum of three per unit (other than birds in a cage or fish in an aquarium). The owner's corporation may still set certain conditions on approval. Assistance animals as per Rule 1.6, do not require approval, however proof of certification is requested.

Irrespective of the allowance of three pets per unit, it is required that each resident provides an application and/or notice of their pet for record keeping.

CARRIED

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual general meeting must be held within 90-days of registration of the unit plan but after the end date of the initial levy period.

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as:

*Civium Strata
GPO Box 8300, Braddon ACT*

CLOSURE

There being no further business the meeting closed at 3:30pm.



Strata Management Agency Agreement

Date: 06/06/2025

The Owners – Units Plan	TBC	“Owners Corporation”
The Agent Civium Holdings Pty Ltd	68 Macgregor Street, Deakin	“Agent”

Attention:	The Licensee	Email:	doug.omara@civium.com.au
Address:	3 Lonsdale Street, Braddon ACT 2612	License No:	18401274
Phone:	1300 724 256	ABN:	39 121 276 300

Particulars		
Item 1	<i>Professional indemnity</i>	In accordance with Section 22 of the <i>Agents Act</i>
Item 2	<i>Commencement date</i>	01/09/2025
Item 3	<i>Term</i>	12 months The management fee below relates to the option selected here.
Item 4	<i>Review date</i>	Annually on each anniversary of the commencement date.
Item 5	<i>Percentage increase p.a</i>	5%
Item 6	<i>Management Fee p.a</i>	\$1,000.00
Item 7	<i>Fee payment method</i>	Monthly in advance *All fees under this agreement are GST INCLUSIVE (Clause 9)
Item 8	<i>Manner of accounting</i>	Financial Statements – Accrual Frequency of Accounting - Monthly

Signatures		
Owners Corporation		
The common seal of the owners corporation was affixed on		
In the presence of:		
Signature 1:	Signature 2:	
Designation	Designation	
Being the person(s) authorised by section 9A of the Management Act to attest the affixing of the seal		

Agent	
Executed by Civium Holdings (ACT) Pty Ltd t/as Civium Strata in accordance with Section 127 of the Corporations Act 2001 in the presence of	
Agent	Witness
Signature of agent	Signature of Witness
Name of agent: Doug O'Mara	Name of witness:

Service: The owners corporation acknowledges receipt of a copy of this agreement within 48 hours of execution by the owners corporation.
Name and signature of signatory (print name):



1 DEFINITIONS

In this Agreement:

Act means the Unit Titles Act 2001 (ACT).

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

Agent refers to Civium Holdings Pty Ltd.

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).

Maintain means to keep in an existing state (as of either efficiency or validity)

Non-Standard Work means anything which is not listed under Standard Work, or agreed too otherwise.

Owners refer to the Owners Corporation of the Unit Plan listed in the agreement.

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

WHS Regulation means the Work Health & Safety Regulation 2001 (ACT).

Rules mean the House Rules, Alternate Rules, or Default Rules which are applicable to the units plan.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited: to lawn mowing; gardening; window cleaning (below 3 metres); 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.
 - a) if any of these works require a principal contractor as defined under the WHS Act and WHS Regulation to be appointed then the works will be considered to be Non-Standard Work; and
 - b) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

Strata Committee means Executive Committee

Urgent means requested to be supplied within 1 business day

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 either clause 9 or clause 10.

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 Percentage Increase (Item 5) 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 3 months' prior to the end of the Initial Term to the Agent that it does not wish the Agreement to be automatically extended;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:



- i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) 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
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

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 and:
 - 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 any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person 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. There are disclosed third-party suppliers in this Agreement. Additional third-party suppliers may be added, or existing ones removed, over time. Any changes to these arrangements, including additional third-party suppliers, will be communicated in writing to the Owners Corporation.

As Civium has been appointed as the managing agent, we have subsequently sought executive committee execution of the agreement to ensure that the requirements of legislation are fulfilled which despite follow up have not been received. In order to comply with the legislative requirement to have an executed agreement and using our delegation to enter into agreements behalf of the owners corporation/strata plan we hereby execute this management agreement on behalf of the executive committee."

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) 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 will each comply with their respective obligations under the WHS Act and WHS Regulation.

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.

15 GST

a) Words or expressions used in this clause 15, or elsewhere in this Agreement, that are defined in the GST Act have the same meaning in this Agreement.

b) All amounts expressed in this Agreement are inclusive of GST.

c) If the Agent incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

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 ENTIRE AGREEMENT

a) This Agreement constitutes the entire agreement between the Owners Corporation and the Agent relating to strata management.

Earlier Agreements Superseded

b) This Agreement supersedes all previous agreements about its subject matter and, along with the other agreements referred to in this Agreement, embodies the entire agreement between the Parties.

No Collateral Agreements

c) The Parties have not entered into and are not bound by any collateral or other Agreement apart from this Agreement.

Warranties Imposed in Agreement or By Statute Binding

d) The Parties are not bound by any warranty, representation, collateral agreement, or implied term, under the general law or imposed by legislation unless:

(a) Such warranty, representation, agreement or term is contained in the express terms of this Agreement; or



(b) It is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the Parties' agreement

Schedule A2

NOTES:

1. Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.
2. The Agent will not be required to perform personally Additional Services where the Agent determines that the Agent does not have the suitable qualifications and/or expertise, in which case the Agent may engage on behalf of the Scheme or recommend to the Scheme that the Scheme engage suitably qualified consultants for that purpose. This includes engagement of solicitors and other consultants in relation to the building defects issues and engagement of contractors in relation to repairs and maintenance

CORE SERVICES

Duties and functions

FINANCIAL MANAGEMENT

Establishment and maintaining trust account

Collection of trust monies

Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report

Financial record keeping

Prepare draft administrative fund and capital work/sinking fund budgets

Manage the administrative fund and capital works/sinking fund

Assist auditor in providing accounts and records for audit of the owners corporations books and records. Includes attending to all enquiries and meeting with the auditor as required

Generate and distribute levy notices (not special)

Act as treasurer

- Paying accounts in relation to the owners corporation (for example, accounts for water charges, utilities and maintenance etc.)
- Paying disbursements and expenses incurred in connection with the agent's management of the owners corporation
- Undertaking the establishment of the owners corporation bank accounts
- EFT/Cheque processing and payments to trades, contractors and other payees

DOCUMENTS AND RECORDS MANAGEMENT

Holding documents and maintaining records relating to the owners corporation (for example, the roll, notices, and minutes of meetings), which may be hard copy and/or electronically

Maintain strata roll

Maintain minute book

Maintain the agenda and minutes of owners corporation meeting

Maintain correspondence

Record and maintain notices under section 113 and 114 of the Management Act. Recording all change of ownerships and amendments to owners details as well as record mortgagee's

Maintain Rules

Providing copies of Rules to the Strata Committee upon request

Providing copies of management documents to the Strata Committee upon request

Maintain the certificate of title and the strata plan

Providing copies of agendas and minutes of meetings upon request

Preparing and providing occupants listing (privacy laws permitting)

Retain all specified owners corporation records for statutory period



Maintain Financial statements

Maintain expert reports

Retain service and management contracts

Rectifying deficiencies in the records when taking over the management from another agent

Undertake an owner's corporation health check, to ensure all statutory compliance has been attended to i.e. WH & S compliance, Lift registration, AFSS compliance, Pool compliance etc.

Provide New Owner Packs as each Section 115 is received

Maintain common seal

INSURANCES

Insurance claims: Prepare and lodge routine insurance claims. If the claim totals more than \$100,000, additional charges may apply (Schedule B)

Order, review, and endorse an Insurance valuation

Maintain insurance policies

UNDERTAKINGS AND MANAGEMENT

Act as secretary

Act as public officer

Affixing common seal on and any documents as required

Engaging appropriately qualified lawyers to represent the owners corporation in the tribunal or court proceedings and/or to provide legal advice to the owners corporation relating to such proceedings

Attend to routine written and oral communication and maintain correspondence

MAINTENANCE, REPAIRS AND WORKS

Liaise with contractors, tradesmen and consultants about work(s) to be carried out at the complex

Arranging repairs and maintenance of common property or engaging appropriately qualified tradespersons to do Standard Work, with limitations on expenditure that may be incurred by the agent without obtaining the principal's approval

Obtaining a quotation(s) for the repair, maintenance and replacement of the common property or other property of the owners corporation for which relate to Standard Works

Trades compliance

RULES AND DISPUTE

Attend to general enquiries from the Strata Committee, owners and agents about the owners corporations Rules

MEETINGS OF THE OWNERS CORPORATION AND EXECUTIVE COMMITTEE

Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings i.e. booking meeting venues, arrangement and handling of collation, mail preparation

Distribute notices and minutes of annual general meetings and concurrent Strata Committee meeting

Attend annual general meeting and concurrent Strata Committee meeting held at Civium's Office, a professional venue (e.g. Hired meeting room) or online and during office hours (Office hours mean hours between 9.00am to 5.00pm Monday to Friday excluding public holidays and office closure of the Christmas period which is generally a 2 week period).

Attend 0 agreed number of Strata Committee meetings held at the Civium Office, or online, within Business Hours.

Attend 0 agreed number of Strata Committee meetings held online outside of Business Hours. Onsite EC meetings to be agreed to with strata manager prior.

Act as Chairperson at general meetings and Strata committee meetings

Arrange for venue for meeting (cost of venue borne by owners corporation) (only applicable if meeting not at Civium's Office)

Arrange capital works/sinking fund forecast/updated forecast with third party service provider



Arrange WH & S report with third party service provider

Arrange asbestos report with third party service provider

Arrange and lodge cooling tower certificate

BUNDLED DISBURSEMENTS

- Processing and issuing levy notices via e-mail or via post (in Australia)
- E-mail management and management of bounded e-mails for the delivery of levies and correspondence and to send via post
- Attending to incoming e-mails
- Attending to outgoing e-mails
- Photocopying (mono and colour)
- Printing reports as required
- Postage via standard and large post items
- Providing paper for correspondence, levy notices, meetings
- Providing envelopes
- Local and mobile telephone calls incoming/outgoing
- Time taken to compile standard and large post outs
- Scanning and e-mailing documents upon request
- Incoming and outgoing faxes
- Address labels
- Storage of keys/security cards of the owners corporations common area, maintaining register and ordering additional keys/security cards as required
- Bundled stationary. All stationary needs of the owners corporation is covered, including ring binders, folders & other stationary needs
- Supply of archive boxes and/or disk
- Mail merge of correspondence and material
- Electronic Storage kept on server for indefinite period

NON CORE SERVICES

FINANCIAL MANAGEMENT

Generate and distribute special levy notices

GST activities including but not limited to preparation and lodgement of BAS and annual tax returns

Undertaking steps necessary to recover any money owing in relation to levies, including instructing lawyers to issue letters of demand and to commence local court, bankruptcy and/or winding up proceedings

DOCUMENTS AND RECORDS MANAGEMENT

Archive retrieval and administration

Producing section 119 certificates and retain certificates under section 119 of the Management Act

Producing Urgent section 119 certificates and retain certificates under section 119 of the Management Act

ACCOUNTING, BANKING & COMPLIANCE

- Australian Business Number registration
- Arranging audit report and liaison with the auditor about the owners corporations financial affairs and queries
- Arranging investment account set-up with current banking provider
- Transferring money between accounts
- Providing additional financial reports to the Strata Committee
- GST registration and cancellation

TAX LODGEMENT

Provision of assisting tax agent for ATO lodgements and tax return lodgement prepared by registered tax agent

Compiling all reports for the tax agent to attend to tax Lodgements (Tax agent fee payable by owners corporation)

Signing of the tax lodgement as the public officer for and on behalf of the owners corporation (Tax agent fee payable by owners corporation)

BAS LODGEMENT

BAS lodgements



UNDERTAKINGS AND MANAGEMENT

Arranging section 119 inspections on behalf of the owners corporation

Arranging the handover of the owners corporation's books, records and accounts to another strata managing agent appointed by the owners corporation.

Management of building defect rectification process including arranging access and approving the engagement of consultants

MAINTENANCE, REPAIRS AND WORKS

Arranging building inspections and reports for Non-Standard Works

Engaging appropriately qualified tradespersons to do Non-Standard Work, and the appointment on behalf of the association of a Principal Contractor for such Non-Standard Work, with limitations on expenditure that may be incurred by the agent without obtaining the principal's approval¹

Assistance and arrangement through third parties of major refurbishment projects and defect rectification works²

Other services requested by the owners corporation or the Strata Committee that is not listed but can be undertaken by the agent³

Arrange WH & S report with third party service provider

Arrange asbestos report with third party service provider

Arrange and lodge cooling tower certificate

INSURANCES

If the insurance commission is not received, or the policy is not insured through a Disclosed Supplier, the fees outlined in Schedule B hourly rate will apply

RULES AND DISPUTE

Representing the owners corporation at a tribunal and/or court hearing, including the preparation of documentation and lodgement of application⁴

Arranging registration of Rule additions, amendments and rescindments, pursuant to the relevant resolutions made by the owners corporation⁵

Drafting and issuing breach of Rule notices to owners and occupiers

MEETINGS OF THE OWNERS CORPORATION

Prepare and distribute notices and minutes of adjourned annual general meeting and other general meetings and Strata Committee meetings

Attend extraordinary general/Strata Committee meetings (outside of the inclusive Strata committee/extraordinary general meetings per calendar year)

COMPLIANCE

Arrange fire safety statements and inspections required in order to ensure compliance with the Work Health and Safety Act 2011 or other legislation (where applicable)

Arrange and lodge Annual Lift Certification with Work Cover ACT

OTHER SERVICES

Any other services that can be provided by the agent to the owners corporation and which the agent agrees to provide to the owners corporation at the request of the owners corporation, which do not constitute agreed services under this agreement

Any services which do not constitute agreed services under this agreement, but which the agent, acting reasonably, determines are necessary or appropriate in order to comply with changes in the law, including the Act or Management Act. For the avoidance of doubt, this includes additional services and any additional time spent performing agreed services as a result of such changes

Annual Site Attendance with professional report to the Strata Committee

Loan to owners corporation

Non-payment of management fees and/or other charges to owners corporation to the managing agent

* These fees have been negotiated between the parties to the *agreement*



Limitations on Authority (e.g. on expenditure (if nothing stated, then no limitations apply))

¹Only where an appropriately qualified building consultant has been engaged and advises the owners corporation as to the appointment of a principle contractor and ensures such appointment has been made.

²As instructed by the owners corporation or the Strata Committee. Includes the engagement of expert consultants. Assist the owners corporation in dealing with construction and building defects and breaches of statutory warranties subject to the appointment of a legal representative and expert building consultant."

³As instructed by the owners corporation or the Strata Committee.

⁴As instructed by the owners corporation or the Strata Committee.

⁵Following instructions from the Strata Committee/Owners Corporation.



Hourly Rates * Non Core Items	Charge	Unit
Monday to Friday between 8.30am to 5pm	\$185.00	Per hour. Charged in 15 minute intervals
Monday to Friday between 5pm to 8.30am	\$215.00	Per hour. Charged in 15 minute intervals
Public Holiday, Saturday and Sunday	\$295.00	Per hour. Minimum of 1 hour

Fixed Fees - Non Core Items	Charge	Unit
BAS Preparation (Only for plans that are GST registered)	\$125.00	Per quarter
Fire safety certificate management and annual notice to Government and ACT fire brigades * Where applicable	\$250.00	Per certificate plus \$2.50 per lot
Inspecting records	Maximum amount as set via ministers determination	Double Fee if Urgent, and \$55 Room Hire Fee
Issuing notice of overdue levy (reminder notice) 1st Demand	\$44.00	Per notice
Issuing notice of overdue levy (reminder notice) 2nd Demand	\$44.00	Per notice
Issuing notice of overdue levy (reminder notice) 3rd Demand	\$88.00	Per notice
Providing instructions to solicitor for recovery of outstanding levy	\$250.00	Per instruction
Levy arrears monitoring fee (Payment Plan)	\$55.00	Per month per lot - allocated to the lot
Contact via phone or SMS outside of issuing a notice as outlined above	\$5.00	Per contact - allocated to the lot
Providing title/other searches	\$30.00	Per search plus Title search fee
Managing access arrangements including arranging the issue of swipe cards and fobs and recording the issue of these including a key register	\$44.00	Per card/key
After hours emergency telephone calls	\$88.00	Per arrangement
Tax Return preparation and lodgement	\$132.00	Per annum
Producing Section 119 certificate	Per certificate as per the maximum statutory fee	An additional \$80 if urgent
Routine Inspection report (biannual) by a Civium Facilities Management Inspector	\$185.00	Per report



Schedule C – Disclosure schedule

Schedule C1 – The following providers pay a rebate, discount or commission to the agent:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
CHU Underwriting Agencies Pty Ltd	Up to 20% of base premium	
Verve Insurance Pty Ltd. Verve is an associated entity of Civium	Up to 20% of base premium	
Flex Insurance	Up to 20% of base premium	
Honan Risk & Insurance Brokers	Up to 20% of base premium	
Body Corporate Brokers	Up to 20% of base premium	
BAC Brokers Pty Ltd	Up to 20% of base premium	
CRM Brokers Pty Ltd	Up to 20% of base premium	
Austbrokers Pty Ltd	Up to 20% of base premium	
MGA Insurance Brokers Pty Ltd	Up to 20% of base premium	
Strata Community Insurance (SCI)	Up to 20% of base premium	
Collective Insurance Brokers	Up to 20% of base premium	
AON Insurance Brokers	Up to 20% of base premium	
CGU	Up to 20% of base premium	
Insurance Investment Solutions (IIS) via Honan Risk & Insurance Brokers	Shared Broker Fee	

Item	Charge (inclusive of GST)	Unit
Plus commissions in Schedule C1 If commissions are selected YES, the agreed services fee is calculated on this basis. If the insurance commission is not received the base management fee increases by \$165.00 GST inclusive, per lot, per annum.	YES	



Schedule C2 – The following providers pay a rebate, discount or commission to the agent:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Ochre Trade Services Pty Ltd	Civium owns shares in this company	
Verve Insurance Pty Ltd	Verve is an associated entity of Civium	
Strata Valuations Pty Ltd	Civium owns shares in this company	

The Strata manager discloses that it operates a Corporate Partnership Program which is designed to identify, develop, maintain relationships with contractors and suppliers, promote our services to existing clients and attract new clients to our respective businesses.

Civium may collect a levy from contributing partners to support marketing initiatives to jointly promote our businesses nationally.

The levy covers the administration of our marketing programs, advertising of Civium and our partners businesses through digital and hard copy advertising, sponsorship of community organisations and contributions to charities.

The levy is not compulsory but may be considered a benefit as a result of contributions made by suppliers, contractors and other partners, Civium hereby discloses such arrangements.

Contribution to the program by no means guarantees participants work as a result of Civium's coordination of works within our portfolio. All participating contractors and suppliers agree to a code of conduct, safe work methods and invoice/quotation requirements.

The Owner's Corporation is always able to nominate contractors they wish to use following a certification and compliance process and always has final approval for all work.

The Owner's Corporation is always able to nominate contractors they wish to use following a certification and compliance process and always has final approval for all works undertaken in your property.

The Agent may receive rebates, commissions, or discounts from third-party suppliers. There are disclosed third-party suppliers in this Agreement. Additional third-party suppliers may be added, or existing ones removed, over time. Any changes to these arrangements, including additional third-party suppliers, will be communicated in writing to the Owners Corporation.

Nationwide House Energy Rating Scheme[®]

NatHERS[®] Certificate No. ZPCHXD22JP

Thermal performance
star rating

Generated on 22 Apr 2024 using FirstRate5: 5.5.4 (3.22)

Property

Address 2, 68 McGregor St,
Deakin, ACT, 2600

Lot/DP -

NCC Class* Class 1a

Floor/all Floors

Type New Home

Plans

Main plan 08.04.2024

Prepared by Thursday Architecture

Construction and environment

Assessed floor area [m²]*		Exposure type
Conditioned*	130.7	suburban
Unconditioned*	45.1	NatHERS climate zone
Total	175.8	24 Canberra Airport
Garage	36.3	



Accredited assessor

Name Hristos Parthenios

Business name 6 Star Report

Email admin@6starhouse.com.au

Phone 0466054837

Accreditation No. HERA10079

Assessor Accrediting Organisation
HERA

Declaration of interest No

NCC Requirements

NCC provisions Volume 2

State/Territory variation Yes

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.



**NATIONWIDE
HOUSE**
ENERGY RATING SCHEME[®]

120 MJ/m²

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

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

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	95.3	24.7
Load limits	129	34
Features determining load limits		
Floor type (lowest conditioned area)		CSOG
NCC climate zone 1 or 2		N
Outdoor living area		N
Outdoor living area ceiling fan		N

Whole of Home performance rating

No Whole of Home performance rating generated for this certificate

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=ZPCHXD22JP>. When using either link, ensure you are visiting www.fr5.com.au.





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 star rating on this Certificate) 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 Certificate.

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 NatHERS heating and cooling load limits Standard 2022 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:



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

*Refer to glossary.



Certificate check

The checklist covers important items impacting the dwelling's ratings. It is recommended that the accuracy of the whole certificate 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		Occupancy/other
	Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	
Genuine certificate check					
Does this Certificate 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 NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?		<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 Certificate?	<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 Certificate?			<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 Certificate?	<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 Certificate?	<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 certificate?	<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 Certificate?	<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 Certificate?	<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 Certificate?	<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 Certificate.	<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 the values in the ABCB Standard 2022: NATHERS heating and cooling load limits for the appropriate climate zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Refer to glossary.



Certificate check

Continued

	Approval stage		Construction stage		Occupancy/other
	Assessor 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"/>
--------------------------	--------------------------	--------------------------	--------------------------

Insulation installation method

Has the insulation been installed according to the NCC requirements?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------

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 Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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 Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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 Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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 Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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 Certificate?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

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"/>
--------------------------	--------------------------	--------------------------	--------------------------

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"/>
--------------------------	--------------------------	--------------------------	--------------------------

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"/>		
--------------------------	--------------------------	--	--

Other NCC requirements

Note: This Certificate 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.



Room schedule

Room	Zone Type	Area [m ²]
PWD	dayTime	2.1
Stairs	dayTime	5.5
Laundry	unconditioned	3.7
Garage	garage	36.3
Bedroom	bedroom	13.3
WIR	nightTime	4.4
ENS	nightTime	7.4
Kitchen/Living/Dining	kitchen	55.1
Entry	dayTime	2.9
Bedroom 3	bedroom	9.7
PWD	unconditioned	5.1
Bedroom 2	bedroom	11.2
Stairs	dayTime	5.6
Store	dayTime	1.5
Living	living	16

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
ALU-002-11 W	Awning Id4000 DG 4Clr_16Ar_4Clr	2.21	0.4	0.38	0.42
CAP-148-22 A	Capral Futureline 440 TB Fixed Resid Wind DG 004_AGG PRIME Clr 8_12_8	2.03	0.46	0.44	0.48
AIR-021-07 W	Cedar Sliding Door DG 5/6/5EA	2.47	0.46	0.44	0.48

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Bedroom	ALU-002-11 W	W2-05	2400	2090	awning	20.0	NW	No
WIR	CAP-148-22 A	W2-06	1760	600	fixed	0.0	NE	No
ENS	ALU-002-11 W	W2-07	1760	1480	awning	30.0	NE	No



Kitchen/Living/- Dining	CAP-148-22 A	W2-01	2000	2900	fixed	0.0	SW	No
Kitchen/Living/- Dining	ALU-002-11 W	W2-04	1360	3000	awning	90.0	NE	No
Kitchen/Living/- Dining	AIR-021-07 W	W2-03	2400	3200	sliding	60.0	NE	No
Kitchen/Living/- Dining	CAP-148-22 A	W2-02	2400	2550	fixed	0.0	NW	No
Bedroom 3	CAP-148-22 A	W2-10	2550	380	fixed	0.0	SW	No
Bedroom 3	ALU-002-11 W	W2-11	2200	2000	awning	90.0	NW	No
PWD	ALU-002-11 W	W2-09	965	920	awning	90.0	SE	No
Bedroom 2	ALU-002-11 W	W2-13	2200	2000	awning	90.0	NW	No
Living	CAP-148-22 A	W2-14	2360	590	fixed	0.0	SW	No
Living	ALU-002-11 W	W2-12	2200	2210	awning	90.0	NW	No

Roof window* type and performance value

Default* roof windows

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

Custom* roof windows

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

Roof window* schedule

Location	Window ID	Window no.	Opening %	Area [m ²]	Width [mm]	Orientation	Outdoor shade	Indoor shade
No Data Available								

Skylight* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* schedule

Location	Skylight ID	Skylight No.	Skylight shaft length [mm]	Area [m ²]	Orient- ation	Outdoor shade	Diffuser
No Data Available							

External door schedule

Location	Height [mm]	Width [mm]	Opening %	Orientation
----------	-------------	------------	-----------	-------------



Laundry	2000	920	100.0	SE
Garage	2300	5300	100.0	SW
Entry	2040	1020	100.0	SW

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
1	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt (k = 0.044 density = 12 kg/m3) (R2.7)	Yes
2	FR5 - Plywood - Batten btw Frame and Cladding	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium		No
4	FR5 - Fibro Clad Framed	0.5	Medium	Glass fibre batt (k = 0.044 density = 12 kg/m3) (R2.7)	Yes
5	FR5 - Plywood - Batten btw Frame and Cladding	0.5	Medium	Glass fibre batt: R2.5 (R2.5)	No

External wall schedule

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature* (yes/no)
Stairs	1	2700	2178	SE	558	Yes
Laundry	1	2700	1563	SE	553	Yes
Garage	2	2700	6028	SW	492	No
Garage	3	2700	6024	SE	168	Yes
Garage	3	2700	414	NE	0	Yes
Garage	3	2700	4593	NW	6473	Yes
Bedroom	1	2700	407	SW	0	Yes
Bedroom	1	2700	3274	SE	151	Yes
Bedroom	1	2700	2347	NW	0	Yes
WIR	1	2700	1943	NE	0	Yes
WIR	1	2700	2015	NW	0	Yes
ENS	1	2700	3844	SE	154	Yes
ENS	1	2700	2113	NE	0	Yes
ENS	1	2700	1711	NW	0	Yes
Kitchen/Living/Dining	1	2700	4260	SW	2860	No
Kitchen/Living/Dining	1	2700	2120	SE	0	Yes
Kitchen/Living/Dining	1	2700	4409	NE	0	Yes
Kitchen/Living/Dining	1	2700	855	NW	0	Yes
Kitchen/Living/Dining	4	2700	3945	NE	0	Yes
Kitchen/Living/Dining	1	2700	7685	NW	358	Yes



Entry	5	2700	2055	SW	5172	Yes
Bedroom 3	1	2550	2971	SW	0	No
Bedroom 3	4	2550	3281	NW	0	Yes
PWD	1	2550	1557	SW	0	No
PWD	4	2550	3294	SE	0	Yes
Bedroom 2	4	2550	927	SE	0	Yes
Bedroom 2	4	2550	3964	NE	0	Yes
Bedroom 2	4	2550	2928	NW	0	Yes
Stairs	4	2550	2608	SW	0	Yes
Stairs	4	2550	2166	SE	0	Yes
Stairs	4	2550	2608	NE	0	Yes
Store	4	2550	1373	NE	0	Yes
Living	4	2550	2983	SE	0	Yes
Living	4	2550	835	SW	0	Yes
Living	4	2550	3044	NW	0	Yes

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	110.1	
2	FR5 - Internal Plasterboard Stud Wall	10.3	Glass fibre batt: R2.5 (R2.5)
3	FR5 - Brick Veneer	8.5	Glass fibre batt (k = 0.044 density = 12 kg/m ³) (R2.7)

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
PWD	FR5 - CSOG: Slab on Ground	2.1	Enclosed	R1.8	Tiles
Stairs	FR5 - CSOG: Slab on Ground	5.5	Enclosed	R1.8	Timber
Laundry	FR5 - CSOG: Slab on Ground	3.7	Enclosed	R1.8	Tiles
Garage	FR5 - CSOG: Slab on Ground	10.4	Enclosed	R0.0	none
Garage	FR5 - CSOG: Slab on Ground	25.9	Enclosed	R0.0	none
Bedroom	FR5 - CSOG: Slab on Ground	12.7	Enclosed	R1.8	Carpet
Bedroom	FR5 - CSOG: Slab on Ground	0.6	Enclosed	R1.8	Carpet
WIR	FR5 - CSOG: Slab on Ground	4.4	Enclosed	R1.8	Carpet



ENS	FR5 - CSOG: Slab on Ground	7.4	Enclosed	R1.8	Tiles
Kitchen/Living/D-ining	FR5 - CSOG: Slab on Ground	0.2	Enclosed	R1.8	Timber
Kitchen/Living/D-ining	FR5 - CSOG: Slab on Ground	24.1	Enclosed	R1.8	Timber
Kitchen/Living/D-ining	FR5 - CSOG: Slab on Ground	1.4	Enclosed	R1.8	Timber
Kitchen/Living/D-ining	FR5 - CSOG: Slab on Ground	29.3	Enclosed	R1.8	Timber
Entry	FR5 - CSOG: Slab on Ground	2.9	Enclosed	R1.8	Timber
Bedroom 3	FR5 - Timber Lined	1.9	Enclosed	R2.5	Carpet
Bedroom 3	FR5 - Timber Lined	1.6	Enclosed	R0.0	Carpet
Bedroom 3	FR5 - Timber Lined	6.2	Elevated	R2.5	Carpet
PWD	FR5 - Timber Lined	5.1	Enclosed	R2.5	Tiles
Bedroom 2	FR5 - Timber Lined	11.2	Enclosed	R0.0	Carpet
Stairs	FR5 - Timber Lined	5.6	Enclosed	R0.0	Timber
Store	FR5 - Timber Lined	1.5	Enclosed	R0.0	Timber
Living	FR5 - Timber Lined	2.4	Enclosed	R2.5	Timber
Living	FR5 - Timber Lined	13.5	Enclosed	R0.0	Timber

Ceiling type

Location	Construction material/type	Bulk insulation R-value [may include edge batt values]	Reflective wrap*
PWD	FR5 - Timber Lined	R0.0	No
Stairs	FR5 - Timber Lined	R0.0	No
Laundry	Plasterboard	R7.0	No
Garage	FR5 - Timber Lined	R2.5	No
Garage	Plasterboard	R0.0	No
Bedroom	Plasterboard	R7.0	No
Bedroom	Plasterboard	R0.0	No
WIR	Plasterboard	R7.0	No
ENS	Plasterboard	R7.0	No
Kitchen/Living/D-ining	FR5 - Timber Lined	R0.0	No
Kitchen/Living/D-ining	Plasterboard	R7.0	No
Kitchen/Living/D-ining	Plasterboard	R7.0	No
Entry	FR5 - Timber Lined	R0.0	No
Bedroom 3	Plasterboard	R7.0	No
Bedroom 3	Plasterboard	R7.0	No
Bedroom 3	Plasterboard	R7.0	No
PWD	Plasterboard	R7.0	No



Bedroom 2	Plasterboard	R7.0	No
Stairs	Plasterboard	R7.0	No
Store	Plasterboard	R7.0	No
Living	Plasterboard	R7.0	No
Living	Plasterboard	R7.0	No

Ceiling penetrations*

Location	Quantity	Type	Height [mm]	Width [mm]	Sealed/unsealed
PWD	1	Downlights	90	90	Sealed
PWD	1	Exhaust Fans	200	200	Sealed
Stairs	1	Downlights	90	90	Sealed
Laundry	1	Downlights	90	90	Sealed
Bedroom	1	Downlights	90	90	Sealed
WIR	1	Downlights	90	90	Sealed
ENS	1	Downlights	90	90	Sealed
ENS	1	Exhaust Fans	200	200	Sealed
Kitchen/Living/Dining	6	Downlights	90	90	Sealed
Kitchen/Living/Dining	1	Exhaust Fans	150	150	Sealed
Entry	1	Downlights	90	90	Sealed
Bedroom 3	1	Downlights	90	90	Sealed
PWD	1	Downlights	90	90	Sealed
PWD	1	Exhaust Fans	200	200	Sealed
Bedroom 2	1	Downlights	90	90	Sealed
Stairs	1	Downlights	90	90	Sealed
Store	1	Downlights	90	90	Sealed
Living	1	Downlights	90	90	Sealed

Ceiling fans

Location	Quantity	Diameter [mm]
No Data Available		

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade [colour]
Framed:Flat - Flat Framed (Metal Deck)	0.0	0.5	Medium
Ceil: Ceiling	0.0	0.5	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
No Whole of Home performance assessment conducted for this certificate.				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.				

Hot water system

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Substitution tolerance ranges		
			Zone 3 STC lower limit	Zone 3 STC upper limit	Assessed daily load
No Whole of Home performance assessment conducted for this certificate.					

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Whole of Home performance assessment conducted for this certificate.			

Onsite renewable energy *schedule*

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

System type	Orientation	System size or generation capacity
No Whole of Home performance assessment conducted for this certificate.		

Battery *schedule*

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

System type	Size [battery storage capacity]
No Whole of Home performance assessment conducted for this certificate.	

Explanatory Notes

About this report

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 homes 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.

Accredited assessors

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.

Non-accredited assessors (Raters) have no ongoing training requirements and are not quality assured.

Any queries about this report should be directed to the assessor. If the assessor is unable to address questions or concerns, contact the AAO specified on the front of this certificate.

Disclaimer

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

The predicted annual energy load, cost and greenhouse gas emissions in this NatHERS Certificate 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 assessor who prepared this report), including assumptions about occupancy, behaviour, appliance performance, indoor air temperature and local climate.

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

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
AFRC	Australian Fenestration Rating Council
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.
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.
COP	Coefficient of performance
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 homes 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 category – exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category – open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category – suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category – protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.
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 air gap 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.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.

*Refer to glossary.



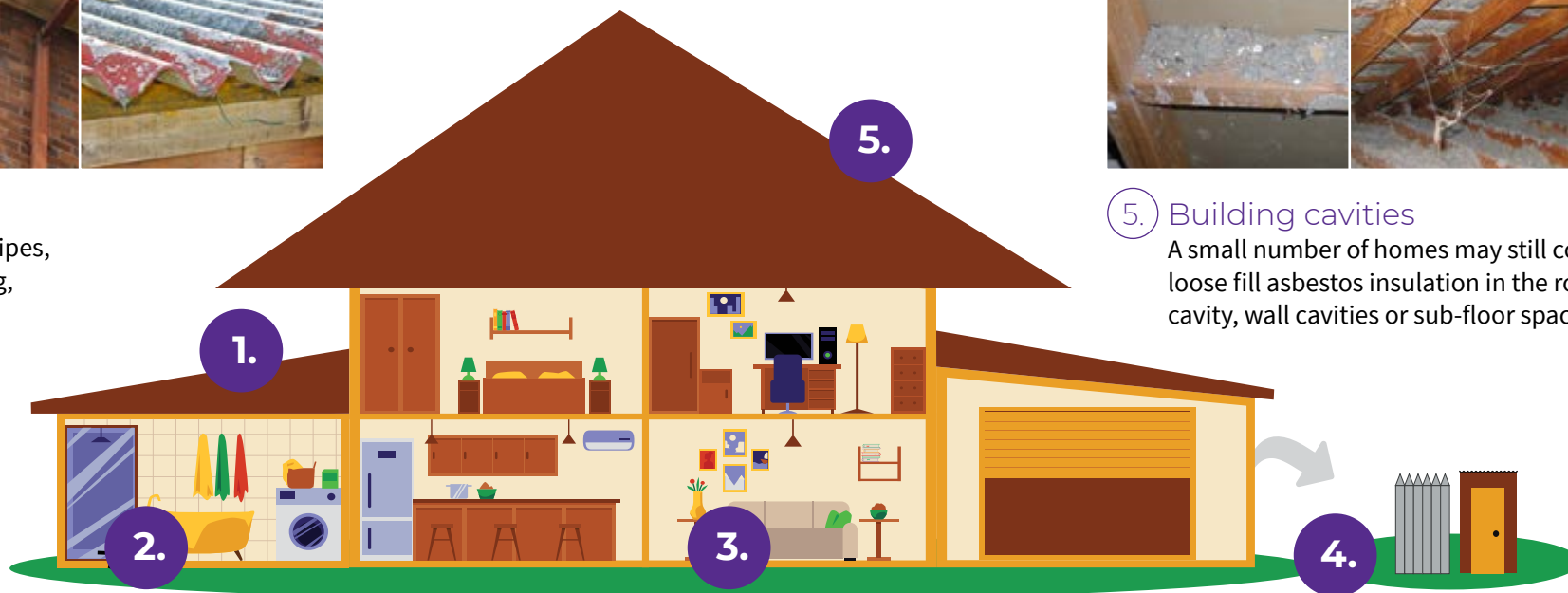
STCs	Small-scale Technology Certificates, certificates created by the REC registry for renewable energy technologies that may be bought and sold as part of the Small-scale Renewable Energy Scheme operated by the Clean Energy Regulatory
Thermal breaks	are materials with an R-value greater than or equal 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, continuous thermal breaks such as polystyrene insulation sheeting, plastic strips or furring channels.
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	a device fixed to windows that provides shading e.g. window awnings or screens but excludes horizontal* or vertical shading features* (eg eaves and balconies)

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.

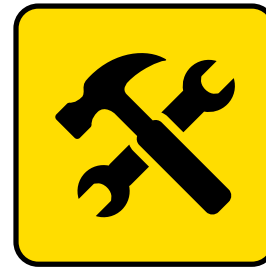
Asbestos materials become dangerous when:



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.