

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

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		201		5	4	Parkes
and known as Unit 201, The Eastbourne, 62 Constitution Avenue, Parkes ACT 2600						
<b>Seller</b>	Full name	Thomas William Peter Foster				
	ACN/ABN					
	Address	95 Offord Road, London England N1 1PG				
<b>Seller Solicitor</b>	Firm	Chamberlains Law Firm				
	Email	kellie.white@chamberlains.com.au				
	Phone	02 6188 3600	Ref Kellie White			
	DX/Address	Level 8, 224 Bunda Street, Canberra ACT 2601 / GPO Box 303, Canberra ACT 2601				
<b>Stakeholder</b>	Name	Hive Property (ACT) Trust Account				
<b>Seller Agent</b>	Firm	Hive Property (ACT)				
	Email	samanthal@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Samantha Linsdell			
	DX/Address	PO Box 819, DICKSON ACT 2602				
<b>Restriction on Transfer</b>	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
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents				
<b>Goods</b>	Description	As per inclusions list				
<b>Date for Registration of Units Plan</b>	30 September 2026					
<b>Date for Completion</b>	In accordance with Special Condition 7					
<b>Electronic Transaction?</b>	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, using Nominated ELN: PEXA				
<b>Land Tax to be adjusted?</b>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
<b>Residential Withholding Tax</b>	New residential premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)			
<b>Foreign Resident Withholding Tax</b>	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.

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

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

<b>Seller signature</b>	<b>Buyer signature</b>
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 has not registered:

- Inclusions list
- Disclosure Statement

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- 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	(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)

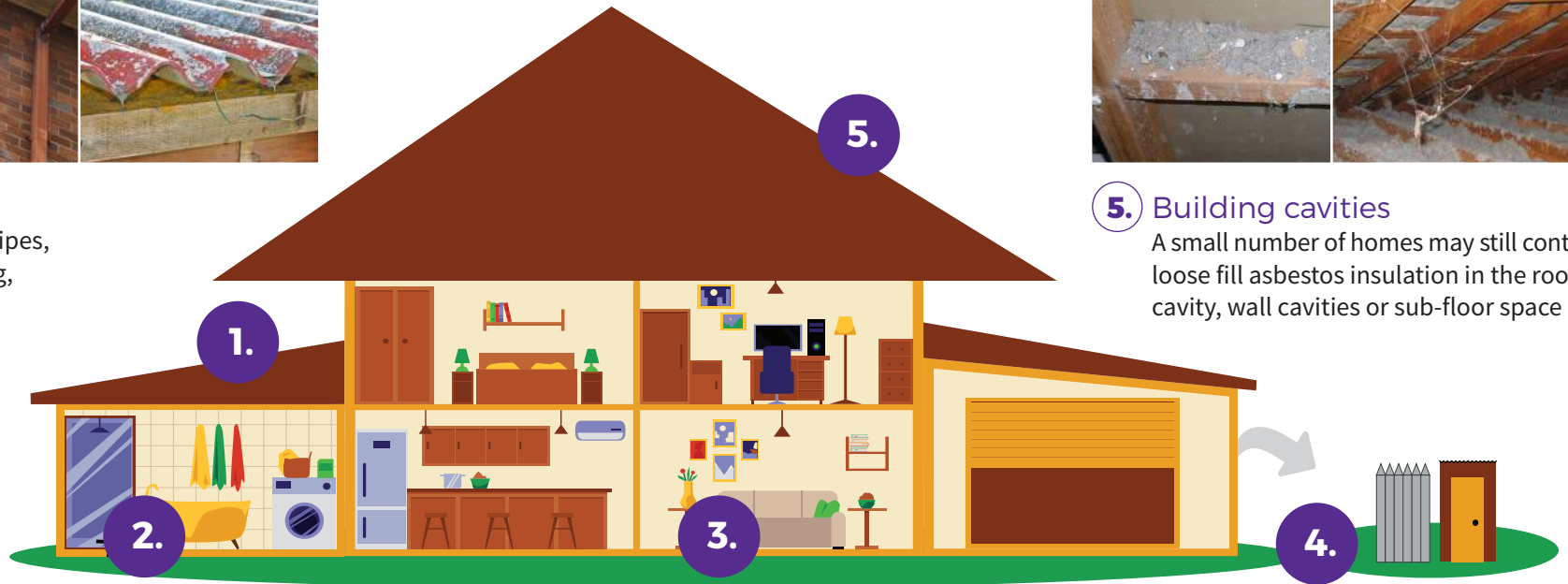
Name		Phone	
Address			

# 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

For more information, visit [www.worksafe.act.gov.au](http://www.worksafe.act.gov.au) or call Access Canberra contact centre – 13 22 81

If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

## 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.

<b>Supplier</b>	Name			
	ABN		Phone	
	Business address			
	Email			
<b>Residential Withholding Tax</b>	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 201 THE EASTBOURNE  
Block 5 Section 4 PARKES



## **1 On-Sale**

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- 1.1** The Seller discloses and the Buyer acknowledges that:
- (a) the Seller is in the process of purchasing the Property from Campbell Resi an East Pty Limited (the **Developer**) pursuant to a contract for sale (the **Head Contract**) containing the conditions annexed to this Contract and marked 'Annexure A' (the **Developer Conditions**);
  - (b) the Seller is not the registered proprietor of the Property as the Property is in the process of being constructed and the Head Contract has not been completed.
- 1.2** The Buyer acknowledges and agrees that the Seller is not required to become the registered proprietor of the Property prior to completion of this Contract and will make no objection to the disclosures in Special Condition 1.1.
- 1.3** On Completion, the Buyer will accept a transfer from the Developer to the Seller and a Discharge of the Mortgage (if required) in registrable form in respect of the Property (the **Dealings**).
- 1.4** The Seller agrees:
- (a) to pay any registration fees required for the Dealings on Completion; and
  - (b) to comply with any requisition raised by the ACT Land Titles Office in respect of the Dealings.
- 1.5** This Special Condition will not merge on completion.

## **2 Developer Conditions**

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- 2.1** The Buyer acknowledges that the Developer Conditions are deemed to form part of this agreement to the extent provided for under these Special Conditions. For clarity and subject to these Special conditions, the Developer Conditions are to be interpreted as applying:
- (a) to the Buyer as if the Buyer was purchasing direct from the Developer; and
  - (b) so as not to be at the detriment of the Seller.
- 2.2** To the extent of any inconsistency, these Special Conditions will prevail over the Developer Conditions.
- 2.3** For clarity, the following clauses of the Developer Conditions do not apply to this Contract:
- (a) Developer Condition 57;
  - (b) Developer Condition 58;
  - (c) Developer Condition 64;
  - (d) Developer Condition 65;

- (e) Developer Condition 67
- (f) Developer Condition 82.

### **3 Defect Liability Period and Pre-Settlement Inspection**

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- 3.1** Provided that the Buyer submits to the Seller a defects list in accordance with Developer Condition 64 (the **Defect List**) within 75 days of Completion the Seller will:
- (a) accept the Defect List from the Buyer;
  - (b) submit the Defect List to the Developer; and
  - (c) do all things necessary in order to facilitate the Developer liaising directly with the Buyer.
- 3.2** The Seller provides no warranty whatsoever that the Developer will rectify the items listed in the Defects List.
- 3.3** The Buyer acknowledges that Developer Condition 60.3 only applies to the extent that the Buyer is permitted by the Developer to inspect the Property.

### **4 Notices from Developer**

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- 4.1** The Seller undertakes to forward to the Buyer any notices received from the Developer in relation to the status of the completion of the Property and the registration of the Units Plan.

### **5 Representations**

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- 5.1** The Buyer does not rely on any statement, representation or warranty made by the Seller, or any other person, except as provided for in this Contract and as required by law.

### **6 Agent**

---

- 6.1** The Buyer warrants that it was not introduced to either the Seller or the Property by any person other than the Seller Agent as listed in this Contract.
- 6.2** The Buyer agrees to indemnify and keep indemnified the Seller against any claim for commission, compensation, costs, damages and awards resulting from the Buyer being introduced to the Seller or the Property by another person.
- 6.3** This Special Condition will not merge on Completion.

### **7 Completion**

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- 7.1** The Date for Completion is the date that is twenty-one (21) days from the date that Seller notifies the Buyer that the Units Plan has registered in accordance with Developer Condition 60.1.

### **8 Electronic Exchange & Settlement**

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- 8.1** This Contract may be exchanged electronically by email or by other electronic means in accordance with the *Electronic Transactions Act 2001* and the parties agree the digital or electronic copy of this exchanged Contract is binding on the parties.
- 8.2** A party may sign this Contract digitally (using a commercial signing software such as DocuSign or equivalent) or provide a scanned copy of signature for the purposes of an exchange of contracts, provided the signature meets the requirements of the *Electronic Transactions Act*

2001.

- 8.3** The Buyer must not object because of any matters contained in this Special Condition or the exercise or non-exercise of rights by the Seller pursuant to it.

## **9 Subject to Completion of Head Contract**

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- 9.1** In the event that the Head Contract is rescinded, terminated or otherwise brought to an end by the Seller or the Developer, the Seller may rescind this Contract on written notice and the provisions of Clause 21 shall apply.

## **10 Director Guarantee**

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- 10.1** If the Buyer is a corporate entity, the directors of the Buyer must execute and complete the Director Guarantee attached to this Contract.
- 10.2** If the Buyer is a corporate entity and at the Date of this Contract the Director Guarantee has not been completed then, if requested by the Seller, the Buyer must within 7 days of any such request duly execute a Director Guarantee.
- 10.3** If a Director Guarantee is not executed in accordance with Special Condition 10.2, the Buyer is in default of this Contract.

## **11 Notice to Complete**

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- 11.1** Each time a Notice to Complete is served by the Seller in accordance with Clause 18 of the Printed Terms:
- (a) the Seller may unilaterally extend the period for Completion under the Notice to Complete; or
  - (b) it may be withdrawn unilaterally by the Seller,
- by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer.

**DIRECTOR GUARANTEE**

I/We \_\_\_\_\_ (Name of all Director/s)  
of \_\_\_\_\_ (Address)

agree as follows:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signed Sealed and Delivered by:** \_\_\_\_\_  
(Signatures of Director/s)

**Print full name(s) of all Directors:** \_\_\_\_\_  
(Full Name/s of Director/s)

**Witness:** \_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Full Name of Witness)

**Note: All directors of the Buyer are to sign this Guarantee. If the Buyer is a sole director company please write "Sole Director" after that Director's signature.**

**ANNEXURE A – DEVELOPER CONDITIONS**

**Volume 3021 Folio 279 Edition 4**

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Parkes Section 4 Block 5 on Deposited Plan 16288

Lease commenced on 28/05/2024, granted on 28/05/2024, terminating on 19/11/2116

Area is 1.3759 hectares or thereabouts

**Proprietor**

Campbell Resi An East Pty Limited

GPO Box 1041 Canberra City ACT 2601

**REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 3021 Folio 279**

**Restrictions**

Purpose Clause: Refer Crown Lease

S.370 Planning Act 2023: Current

Declaration of National Land: Released by MAE 3332801

**Easements**

Subject To Easement In Crown Lease

Registered Date	Dealing Number	Description
14/08/2024	3332801	Miscellaneous Application Revoke National Land Status - Refer Instrument

***End of interests***



**civium**

# Eastbourne Two Year Budget

[civium.com.au](http://civium.com.au)





# Expected Budget

## Preparing Two Year Budget Estimates

Our extensive experience in the management of a range of properties has provided us with the knowledge necessary to prepare two year budget estimates and budget notes for a development in the early stages. These budgets are estimates and may vary upon production of the formal schedule of unit entitlements and final stages of construction.

## About Eastbourne

We are thrilled to present our Strata Budget Proposal for the Eastbourne development. To accompany this budget, we will set you up with a team of experts who act as your personal advisors, elevating your Owner's Corporation living experience.

We have partnered with Amalgamated Property Group, to support their vision for the Eastbourne development. This project combines commercial and residential properties to meet the diverse needs of the Parkes community.

Our approach at Civium goes beyond just managing finances. We are dedicated to creating thriving communities that positively impact residents' lives. We have tailored the budget to align with our vision for how this building will become an iconic part of the community.

We are delighted to be part of this project and look forward to supporting the Eastbourne community with their strata affairs.

<b>Shared Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>FINANCE</b>		
Auditor	\$5,000.00	\$5,250.00
BAS/TAX Lodgement	\$480.00	\$504.00
<b>MANAGEMENT FEES</b>		
CFM   Onsite Team (Concierge & Building Management)	\$175,000.00	\$183,750.00
Strata Management	\$172,320.00	\$180,936.00
<b>MAINTENANCE</b>		
HVAC	\$1,500.00	\$6,300.00
Roller Door	\$5,000.00	\$15,000.00
Plumbing & Pumps	\$6,000.00	\$21,000.00
Building	\$15,000.00	\$15,750.00
Electrical	\$10,000.00	\$15,000.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Windows	\$40,000.00	\$42,000.00
Grounds & Garden Maintenance	\$32,760.00	\$34,398.00
<b>SYSTEMS &amp; SERVICES</b>		
Fire Protection Services	\$9,000.00	\$11,500.00
Telephone & Internet Services	\$1,000.00	\$1,050.00
Security Access System	\$5,000.00	\$5,000.00
<b>INSURANCE</b>		
Insurance	\$160,000.00	\$85,000.00
Insurance Valuation	\$2,000.00	\$0.00
<b>UTILITIES</b>		
Electricity (Common)	\$70,000.00	\$73,500.00
Water Consumption	\$40,000.00	\$42,000.00
<b>REPORTS</b>		
Third Party Defect Inspection Report	\$25,000.00	\$0.00
PPM & Asset Report	\$1,500.00	\$0.00
AS1851 Inspection (Passive / Fire Door Testing)	\$10,000.00	\$10,500.00
Height Safety Certification	\$1,100.00	\$0.00
<b>SINKING FUND</b>		
Sinking Fund Forecast	\$2,000.00	\$0.00
<b>CONTINGENCY</b>		
Contingency Line	\$95,000.00	\$99,750.00
GST On Expenses (10%)	\$88,466.00	\$84,818.80
<b>TOTAL</b>	<b>\$973,126.00</b>	<b>\$933,006.80</b>

<b>Residential Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>MANAGEMENT FEES</b>		
Assisted Move-In Period (4 weeks from UTAR)	\$12,000.00	\$15,750.00
<b>MAINTENANCE</b>		
Lifts	\$9,950.00	\$59,700.00
Gym Expenses	\$5,000.00	\$5,250.00
Pool & Spa Maintenance & Cleaning	\$12,500.00	\$13,125.00
Sauna & Steam Room Maintenance & Cleaning	\$5,000.00	\$5,250.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Building	\$191,325.00	\$200,891.25
Cleaning   Carpet	\$7,500.00	\$7,875.00
Cleaning   Basement Carpark	\$4,400.00	\$4,620.00
Cleaning   Garbage Chutes / Unblocking	\$2,500.00	\$2,625.00
GST On Expenses (10%)	\$24,922.50	\$29,963.63
<b>TOTAL</b>	<b>\$275,192.50</b>	<b>\$329,269.88</b>

<b>Commercial Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>MAINTENANCE</b>		
Lifts	\$50.00	\$300.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Building	\$6,000.00	\$6,300.00
Cleaning   Basement Carpark	\$600.00	\$630.00
GST On Expenses (10%)	\$665.00	\$723.00
<b>TOTAL</b>	<b>\$7,315.00</b>	<b>\$7,953.00</b>

<b>TOTAL</b>	<b>\$1,255,633.50</b>	<b>\$1,270,229.68</b>
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Lot No.	Unit No.	Level	UOE	Unit Type	Year 1 Admin Fund	Year 2 Admin Fund
1	1	1	292	RESIDENTIAL	\$3,664.36	\$3,709.58
2	2	1	380	RESIDENTIAL	\$4,771.99	\$4,830.87
3	3	1	367	RESIDENTIAL	\$4,611.64	\$4,668.54
4	4	1	368	RESIDENTIAL	\$4,626.48	\$4,683.57
5	5	1	280	RESIDENTIAL	\$3,515.89	\$3,559.27
6	6	1	392	RESIDENTIAL	\$4,929.37	\$4,990.20
7	7	1	449	RESIDENTIAL	\$5,645.02	\$5,714.68
8	8	1	335	RESIDENTIAL	\$4,210.75	\$4,262.71
9	9	2	163	RESIDENTIAL	\$2,043.02	\$2,068.23
10	10	2	159	RESIDENTIAL	\$1,992.54	\$2,017.12
11	11	2	275	RESIDENTIAL	\$3,459.47	\$3,502.16
12	12	2	367	RESIDENTIAL	\$4,611.64	\$4,668.54
13	13	2	368	RESIDENTIAL	\$4,626.48	\$4,683.57
14	14	2	280	RESIDENTIAL	\$3,515.89	\$3,559.27
15	15	2	390	RESIDENTIAL	\$4,902.65	\$4,963.14
16	16	2	370	RESIDENTIAL	\$4,644.30	\$4,701.61
17	17	2	280	RESIDENTIAL	\$3,515.89	\$3,559.27
18	18	3	172	RESIDENTIAL	\$2,155.86	\$2,182.46
19	19	3	168	RESIDENTIAL	\$2,108.35	\$2,134.36
20	20	3	287	RESIDENTIAL	\$3,604.97	\$3,649.46
21	21	3	385	RESIDENTIAL	\$4,840.29	\$4,900.01
22	22	3	382	RESIDENTIAL	\$4,795.74	\$4,854.92
23	23	3	289	RESIDENTIAL	\$3,631.70	\$3,676.51
24	24	3	409	RESIDENTIAL	\$5,140.21	\$5,203.63
25	25	3	387	RESIDENTIAL	\$4,864.04	\$4,924.06
26	26	3	295	RESIDENTIAL	\$3,705.94	\$3,751.67
27	27	4	163	RESIDENTIAL	\$2,043.02	\$2,068.23
28	28	4	159	RESIDENTIAL	\$1,992.54	\$2,017.12
29	29	4	275	RESIDENTIAL	\$3,459.47	\$3,502.16
30	30	4	367	RESIDENTIAL	\$4,611.64	\$4,668.54
31	31	4	368	RESIDENTIAL	\$4,626.48	\$4,683.57
32	32	4	280	RESIDENTIAL	\$3,515.89	\$3,559.27
33	33	4	390	RESIDENTIAL	\$4,902.65	\$4,963.14
34	34	4	370	RESIDENTIAL	\$4,644.30	\$4,701.61
35	35	4	280	RESIDENTIAL	\$3,515.89	\$3,559.27
36	36	5	163	RESIDENTIAL	\$2,043.02	\$2,068.23
37	37	5	159	RESIDENTIAL	\$1,992.54	\$2,017.12
38	38	5	275	RESIDENTIAL	\$3,459.47	\$3,502.16
39	39	5	367	RESIDENTIAL	\$4,611.64	\$4,668.54
40	40	5	368	RESIDENTIAL	\$4,626.48	\$4,683.57
41	41	5	280	RESIDENTIAL	\$3,515.89	\$3,559.27
42	42	5	390	RESIDENTIAL	\$4,902.65	\$4,963.14
43	43	5	370	RESIDENTIAL	\$4,644.30	\$4,701.61
44	44	5	280	RESIDENTIAL	\$3,515.89	\$3,559.27
45	45	6	163	RESIDENTIAL	\$2,043.02	\$2,068.23
46	46	6	159	RESIDENTIAL	\$1,992.54	\$2,017.12
47	47	6	275	RESIDENTIAL	\$3,459.47	\$3,502.16
48	48	6	367	RESIDENTIAL	\$4,611.64	\$4,668.54

49	49	6	368	RESIDENTIAL	\$4,626.48	\$4,683.57
50	50	6	280	RESIDENTIAL	\$3,515.89	\$3,559.27
51	51	6	390	RESIDENTIAL	\$4,902.65	\$4,963.14
52	52	6	370	RESIDENTIAL	\$4,644.30	\$4,701.61
53	53	6	280	RESIDENTIAL	\$3,515.89	\$3,559.27
54	54	7	163	RESIDENTIAL	\$2,043.02	\$2,068.23
55	55	7	159	RESIDENTIAL	\$1,992.54	\$2,017.12
56	56	7	275	RESIDENTIAL	\$3,459.47	\$3,502.16
57	57	7	367	RESIDENTIAL	\$4,611.64	\$4,668.54
58	58	7	368	RESIDENTIAL	\$4,626.48	\$4,683.57
59	59	7	280	RESIDENTIAL	\$3,515.89	\$3,559.27
60	60	7	390	RESIDENTIAL	\$4,902.65	\$4,963.14
61	61	7	370	RESIDENTIAL	\$4,644.30	\$4,701.61
62	62	7	280	RESIDENTIAL	\$3,515.89	\$3,559.27
63	63	8	163	RESIDENTIAL	\$2,043.02	\$2,068.23
64	64	8	814	RESIDENTIAL	\$10,226.96	\$10,353.16
65	65	8	645	RESIDENTIAL	\$8,106.74	\$8,206.77
66	66	8	754	RESIDENTIAL	\$9,475.68	\$9,592.60
67	67	8	280	RESIDENTIAL	\$3,515.89	\$3,559.27
68	68	1	233	RESIDENTIAL	\$2,924.96	\$2,961.05
69	69	1	376	RESIDENTIAL	\$4,727.45	\$4,785.78
70	70	1	395	RESIDENTIAL	\$4,959.07	\$5,020.26
71	71	2	232	RESIDENTIAL	\$2,913.08	\$2,949.03
72	72	2	184	RESIDENTIAL	\$2,307.30	\$2,335.77
73	73	2	270	RESIDENTIAL	\$3,397.11	\$3,439.03
74	74	2	395	RESIDENTIAL	\$4,959.07	\$5,020.26
75	75	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
76	76	2	276	RESIDENTIAL	\$3,468.38	\$3,511.18
77	77	2	276	RESIDENTIAL	\$3,468.38	\$3,511.18
78	78	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
79	79	2	357	RESIDENTIAL	\$4,480.98	\$4,536.27
80	80	2	315	RESIDENTIAL	\$3,961.31	\$4,010.20
81	81	2	159	RESIDENTIAL	\$1,998.47	\$2,023.13
82	82	2	159	RESIDENTIAL	\$1,998.47	\$2,023.13
83	83	3	160	RESIDENTIAL	\$2,004.41	\$2,029.15
84	84	3	192	RESIDENTIAL	\$2,411.23	\$2,440.99
85	85	3	283	RESIDENTIAL	\$3,554.49	\$3,598.35
86	86	3	410	RESIDENTIAL	\$5,155.05	\$5,218.66
87	87	3	193	RESIDENTIAL	\$2,429.05	\$2,459.03
88	88	3	284	RESIDENTIAL	\$3,569.34	\$3,613.38
89	89	3	284	RESIDENTIAL	\$3,569.34	\$3,613.38
90	90	3	193	RESIDENTIAL	\$2,429.05	\$2,459.03
91	91	3	372	RESIDENTIAL	\$4,676.96	\$4,734.68
92	92	3	330	RESIDENTIAL	\$4,142.45	\$4,193.57
93	93	3	167	RESIDENTIAL	\$2,102.41	\$2,128.35
94	94	3	167	RESIDENTIAL	\$2,102.41	\$2,128.35

95	95	4	168	RESIDENTIAL	\$2,111.32	\$2,137.37
96	96	4	184	RESIDENTIAL	\$2,307.30	\$2,335.77
97	97	4	270	RESIDENTIAL	\$3,397.11	\$3,439.03
98	98	4	395	RESIDENTIAL	\$4,959.07	\$5,020.26
99	99	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
100	100	4	276	RESIDENTIAL	\$3,468.38	\$3,511.18
101	101	4	276	RESIDENTIAL	\$3,468.38	\$3,511.18
102	102	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
103	103	4	357	RESIDENTIAL	\$4,480.98	\$4,536.27
104	104	4	315	RESIDENTIAL	\$3,961.31	\$4,010.20
105	105	4	159	RESIDENTIAL	\$1,998.47	\$2,023.13
106	106	4	159	RESIDENTIAL	\$1,998.47	\$2,023.13
107	107	5	160	RESIDENTIAL	\$2,004.41	\$2,029.15
108	108	5	184	RESIDENTIAL	\$2,307.30	\$2,335.77
109	109	5	270	RESIDENTIAL	\$3,397.11	\$3,439.03
110	110	5	395	RESIDENTIAL	\$4,959.07	\$5,020.26
111	111	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
112	112	5	276	RESIDENTIAL	\$3,468.38	\$3,511.18
113	113	5	276	RESIDENTIAL	\$3,468.38	\$3,511.18
114	114	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
115	115	5	357	RESIDENTIAL	\$4,480.98	\$4,536.27
116	116	5	315	RESIDENTIAL	\$3,961.31	\$4,010.20
117	117	5	159	RESIDENTIAL	\$1,998.47	\$2,023.13
118	118	5	159	RESIDENTIAL	\$1,998.47	\$2,023.13
119	119	6	160	RESIDENTIAL	\$2,004.41	\$2,029.15
120	120	6	184	RESIDENTIAL	\$2,307.30	\$2,335.77
121	121	6	270	RESIDENTIAL	\$3,397.11	\$3,439.03
122	122	6	395	RESIDENTIAL	\$4,959.07	\$5,020.26
123	123	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
124	124	6	276	RESIDENTIAL	\$3,468.38	\$3,511.18
125	125	6	276	RESIDENTIAL	\$3,468.38	\$3,511.18
126	126	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
127	127	6	357	RESIDENTIAL	\$4,480.98	\$4,536.27
128	128	6	315	RESIDENTIAL	\$3,961.31	\$4,010.20
129	129	6	159	RESIDENTIAL	\$1,998.47	\$2,023.13
130	130	6	159	RESIDENTIAL	\$1,998.47	\$2,023.13
131	131	7	160	RESIDENTIAL	\$2,004.41	\$2,029.15
132	132	7	184	RESIDENTIAL	\$2,307.30	\$2,335.77
133	133	7	270	RESIDENTIAL	\$3,397.11	\$3,439.03
134	134	7	395	RESIDENTIAL	\$4,959.07	\$5,020.26
135	135	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
136	136	7	276	RESIDENTIAL	\$3,468.38	\$3,511.18
137	137	7	276	RESIDENTIAL	\$3,468.38	\$3,511.18
138	138	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
139	139	7	357	RESIDENTIAL	\$4,480.98	\$4,536.27
140	140	7	315	RESIDENTIAL	\$3,961.31	\$4,010.20
141	141	7	159	RESIDENTIAL	\$1,998.47	\$2,023.13
142	142	7	159	RESIDENTIAL	\$1,998.47	\$2,023.13
143	143	8	160	RESIDENTIAL	\$2,004.41	\$2,029.15

144	144	8	184	RESIDENTIAL	\$2,307.30	\$2,335.77
145	145	8	864	RESIDENTIAL	\$10,859.47	\$10,993.47
146	146	8	732	RESIDENTIAL	\$9,190.61	\$9,304.01
147	147	8	884	RESIDENTIAL	\$11,108.90	\$11,245.98
148	148	1	323	RESIDENTIAL	\$4,053.37	\$4,103.39
149	149	1	228	RESIDENTIAL	\$2,862.60	\$2,897.92
150	150	1	270	RESIDENTIAL	\$3,394.14	\$3,436.02
151	151	1	447	RESIDENTIAL	\$5,621.27	\$5,690.63
152	152	1	318	RESIDENTIAL	\$3,993.98	\$4,043.26
153	153	1	430	RESIDENTIAL	\$5,404.49	\$5,471.18
154	154	1	231	RESIDENTIAL	\$2,898.23	\$2,934.00
155	155	2	215	RESIDENTIAL	\$2,696.31	\$2,729.58
156	156	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
157	157	2	232	RESIDENTIAL	\$2,916.05	\$2,952.03
158	158	2	362	RESIDENTIAL	\$4,552.25	\$4,608.42
159	159	2	275	RESIDENTIAL	\$3,453.53	\$3,496.14
160	160	2	273	RESIDENTIAL	\$3,429.77	\$3,472.10
161	161	2	304	RESIDENTIAL	\$3,812.84	\$3,859.89
162	162	3	181	RESIDENTIAL	\$2,274.64	\$2,302.71
163	163	3	196	RESIDENTIAL	\$2,464.69	\$2,495.10
164	164	3	277	RESIDENTIAL	\$3,480.26	\$3,523.20
165	165	3	380	RESIDENTIAL	\$4,777.93	\$4,836.88
166	166	3	284	RESIDENTIAL	\$3,566.37	\$3,610.38
167	167	3	282	RESIDENTIAL	\$3,542.61	\$3,586.33
168	168	3	308	RESIDENTIAL	\$3,869.26	\$3,917.00
169	169	4	190	RESIDENTIAL	\$2,381.54	\$2,410.93
170	170	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
171	171	4	268	RESIDENTIAL	\$3,361.48	\$3,402.95
172	172	4	362	RESIDENTIAL	\$4,552.25	\$4,608.42
173	173	4	275	RESIDENTIAL	\$3,453.53	\$3,496.14
174	174	4	273	RESIDENTIAL	\$3,429.77	\$3,472.10
175	175	4	304	RESIDENTIAL	\$3,812.84	\$3,859.89
176	176	5	181	RESIDENTIAL	\$2,274.64	\$2,302.71
177	177	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
178	178	5	268	RESIDENTIAL	\$3,361.48	\$3,402.95
179	179	5	362	RESIDENTIAL	\$4,552.25	\$4,608.42
180	180	5	275	RESIDENTIAL	\$3,453.53	\$3,496.14
181	181	5	273	RESIDENTIAL	\$3,429.77	\$3,472.10
182	182	5	304	RESIDENTIAL	\$3,812.84	\$3,859.89
183	183	6	181	RESIDENTIAL	\$2,274.64	\$2,302.71
184	184	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
185	185	6	268	RESIDENTIAL	\$3,361.48	\$3,402.95
186	186	6	362	RESIDENTIAL	\$4,552.25	\$4,608.42
187	187	6	275	RESIDENTIAL	\$3,453.53	\$3,496.14
188	188	6	273	RESIDENTIAL	\$3,429.77	\$3,472.10
189	189	6	304	RESIDENTIAL	\$3,812.84	\$3,859.89
190	190	7	181	RESIDENTIAL	\$2,274.64	\$2,302.71
191	191	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
192	192	7	268	RESIDENTIAL	\$3,361.48	\$3,402.95
193	193	7	362	RESIDENTIAL	\$4,552.25	\$4,608.42
194	194	7	275	RESIDENTIAL	\$3,453.53	\$3,496.14

195	195	7	273	RESIDENTIAL	\$3,429.77	\$3,472.10
196	196	7	304	RESIDENTIAL	\$3,812.84	\$3,859.89
197	197	8	181	RESIDENTIAL	\$2,274.64	\$2,302.71
198	198	8	474	RESIDENTIAL	\$5,950.88	\$6,024.31
199	199	8	636	RESIDENTIAL	\$7,990.93	\$8,089.53
200	200	2	761	RESIDENTIAL	\$9,555.85	\$9,673.77
201	201	2	197	RESIDENTIAL	\$2,470.62	\$2,501.11
202	202	2	270	RESIDENTIAL	\$3,397.11	\$3,439.03
203	203	2	158	RESIDENTIAL	\$1,980.66	\$2,005.10
204	204	3	250	RESIDENTIAL	\$3,144.70	\$3,183.51
205	205	3	206	RESIDENTIAL	\$2,583.47	\$2,615.34
206	206	3	284	RESIDENTIAL	\$3,566.37	\$3,610.38
207	207	3	167	RESIDENTIAL	\$2,099.44	\$2,125.34
208	208	3	264	RESIDENTIAL	\$3,313.96	\$3,354.86
209	209	3	297	RESIDENTIAL	\$3,735.63	\$3,781.73
210	210	3	270	RESIDENTIAL	\$3,391.17	\$3,433.02
211	211	3	270	RESIDENTIAL	\$3,391.17	\$3,433.02
212	212	3	191	RESIDENTIAL	\$2,396.39	\$2,425.96
213	213	3	452	RESIDENTIAL	\$5,674.72	\$5,744.74
214	214	3	169	RESIDENTIAL	\$2,120.22	\$2,146.39
215	215	4	262	RESIDENTIAL	\$3,287.24	\$3,327.80
216	216	4	197	RESIDENTIAL	\$2,470.62	\$2,501.11
217	217	4	270	RESIDENTIAL	\$3,397.11	\$3,439.03
218	218	4	158	RESIDENTIAL	\$1,980.66	\$2,005.10
219	219	4	250	RESIDENTIAL	\$3,144.70	\$3,183.51
220	220	4	283	RESIDENTIAL	\$3,560.43	\$3,604.37
221	221	4	260	RESIDENTIAL	\$3,266.45	\$3,306.76
222	222	4	260	RESIDENTIAL	\$3,266.45	\$3,306.76
223	223	4	182	RESIDENTIAL	\$2,283.55	\$2,311.72
224	224	4	431	RESIDENTIAL	\$5,410.43	\$5,477.19
225	225	4	160	RESIDENTIAL	\$2,007.38	\$2,032.15
226	226	5	247	RESIDENTIAL	\$3,097.19	\$3,135.41
227	227	5	197	RESIDENTIAL	\$2,470.62	\$2,501.11
228	228	5	270	RESIDENTIAL	\$3,397.11	\$3,439.03
229	229	5	158	RESIDENTIAL	\$1,980.66	\$2,005.10
230	230	5	250	RESIDENTIAL	\$3,144.70	\$3,183.51
231	231	5	283	RESIDENTIAL	\$3,560.43	\$3,604.37
232	232	5	260	RESIDENTIAL	\$3,266.45	\$3,306.76
233	233	5	260	RESIDENTIAL	\$3,266.45	\$3,306.76
234	234	5	182	RESIDENTIAL	\$2,283.55	\$2,311.72
235	235	5	431	RESIDENTIAL	\$5,410.43	\$5,477.19
236	236	5	160	RESIDENTIAL	\$2,007.38	\$2,032.15
237	237	6	247	RESIDENTIAL	\$3,097.19	\$3,135.41
238	238	6	197	RESIDENTIAL	\$2,470.62	\$2,501.11
239	239	6	270	RESIDENTIAL	\$3,397.11	\$3,439.03
240	240	6	158	RESIDENTIAL	\$1,980.66	\$2,005.10
241	241	6	250	RESIDENTIAL	\$3,144.70	\$3,183.51
242	242	6	283	RESIDENTIAL	\$3,560.43	\$3,604.37
243	243	6	260	RESIDENTIAL	\$3,266.45	\$3,306.76
244	244	6	260	RESIDENTIAL	\$3,266.45	\$3,306.76
245	245	6	182	RESIDENTIAL	\$2,283.55	\$2,311.72
246	246	6	431	RESIDENTIAL	\$5,410.43	\$5,477.19
247	247	6	160	RESIDENTIAL	\$2,007.38	\$2,032.15

248	248	7	247	RESIDENTIAL	\$3,097.19	\$3,135.41
249	249	7	197	RESIDENTIAL	\$2,470.62	\$2,501.11
250	250	7	270	RESIDENTIAL	\$3,397.11	\$3,439.03
251	251	7	158	RESIDENTIAL	\$1,980.66	\$2,005.10
252	252	7	250	RESIDENTIAL	\$3,144.70	\$3,183.51
253	253	7	283	RESIDENTIAL	\$3,560.43	\$3,604.37
254	254	7	260	RESIDENTIAL	\$3,266.45	\$3,306.76
255	255	7	260	RESIDENTIAL	\$3,266.45	\$3,306.76
256	256	7	182	RESIDENTIAL	\$2,283.55	\$2,311.72
257	257	7	431	RESIDENTIAL	\$5,410.43	\$5,477.19
258	258	7	160	RESIDENTIAL	\$2,007.38	\$2,032.15
259	259	8	247	RESIDENTIAL	\$3,097.19	\$3,135.41
260	260	8	197	RESIDENTIAL	\$2,470.62	\$2,501.11
261	261	8	270	RESIDENTIAL	\$3,397.11	\$3,439.03
262	262	8	158	RESIDENTIAL	\$1,980.66	\$2,005.10
263	263	8	250	RESIDENTIAL	\$3,144.70	\$3,183.51
264	264	8	531	RESIDENTIAL	\$6,672.47	\$6,754.80
265	265	8	439	RESIDENTIAL	\$5,508.42	\$5,576.40
266	266	1	833	RESIDENTIAL	\$10,467.49	\$10,596.66
267	267	1	314	RESIDENTIAL	\$3,943.50	\$3,992.16
268	268	1	198	RESIDENTIAL	\$2,485.47	\$2,516.14
269	269	2	226	RESIDENTIAL	\$2,835.87	\$2,870.87
270	270	2	260	RESIDENTIAL	\$3,260.51	\$3,300.75
271	271	2	161	RESIDENTIAL	\$2,025.20	\$2,050.19
272	272	2	187	RESIDENTIAL	\$2,354.81	\$2,383.87
273	273	3	215	RESIDENTIAL	\$2,699.28	\$2,732.58
274	274	3	268	RESIDENTIAL	\$3,367.41	\$3,408.97
275	275	3	169	RESIDENTIAL	\$2,126.16	\$2,152.40
276	276	3	196	RESIDENTIAL	\$2,464.69	\$2,495.10
277	277	3	270	RESIDENTIAL	\$3,397.11	\$3,439.03
278	278	3	231	RESIDENTIAL	\$2,898.23	\$2,934.00
279	279	3	317	RESIDENTIAL	\$3,982.10	\$4,031.24
280	280	3	317	RESIDENTIAL	\$3,982.10	\$4,031.24
281	281	3	219	RESIDENTIAL	\$2,755.70	\$2,789.70
282	282	3	231	RESIDENTIAL	\$2,898.23	\$2,934.00
283	283	3	515	RESIDENTIAL	\$6,473.51	\$6,553.39
284	284	3	280	RESIDENTIAL	\$3,515.89	\$3,559.27
285	285	3	168	RESIDENTIAL	\$2,105.38	\$2,131.36
286	286	3	169	RESIDENTIAL	\$2,126.16	\$2,152.40
287	287	4	228	RESIDENTIAL	\$2,865.57	\$2,900.93
288	288	4	260	RESIDENTIAL	\$3,260.51	\$3,300.75
289	289	4	161	RESIDENTIAL	\$2,025.20	\$2,050.19
290	290	4	187	RESIDENTIAL	\$2,354.81	\$2,383.87
291	291	4	238	RESIDENTIAL	\$2,990.29	\$3,027.19
292	292	4	201	RESIDENTIAL	\$2,530.01	\$2,561.23
293	293	4	288	RESIDENTIAL	\$3,622.79	\$3,667.49
294	294	4	288	RESIDENTIAL	\$3,622.79	\$3,667.49
295	295	4	190	RESIDENTIAL	\$2,387.48	\$2,416.94
296	296	4	201	RESIDENTIAL	\$2,530.01	\$2,561.23
297	297	4	443	RESIDENTIAL	\$5,567.81	\$5,636.52
298	298	4	262	RESIDENTIAL	\$3,293.18	\$3,333.81
299	299	4	160	RESIDENTIAL	\$2,004.41	\$2,029.15
300	300	4	161	RESIDENTIAL	\$2,025.20	\$2,050.19

301	301	5	220	RESIDENTIAL	\$2,758.67	\$2,792.71
302	302	5	260	RESIDENTIAL	\$3,260.51	\$3,300.75
303	303	5	161	RESIDENTIAL	\$2,025.20	\$2,050.19
304	304	5	187	RESIDENTIAL	\$2,354.81	\$2,383.87
305	305	5	238	RESIDENTIAL	\$2,990.29	\$3,027.19
306	306	5	201	RESIDENTIAL	\$2,530.01	\$2,561.23
307	307	5	288	RESIDENTIAL	\$3,622.79	\$3,667.49
308	308	5	288	RESIDENTIAL	\$3,622.79	\$3,667.49
309	309	5	190	RESIDENTIAL	\$2,387.48	\$2,416.94
310	310	5	201	RESIDENTIAL	\$2,530.01	\$2,561.23
311	311	5	443	RESIDENTIAL	\$5,567.81	\$5,636.52
312	312	5	262	RESIDENTIAL	\$3,293.18	\$3,333.81
313	313	5	160	RESIDENTIAL	\$2,004.41	\$2,029.15
314	314	5	161	RESIDENTIAL	\$2,025.20	\$2,050.19
315	315	6	220	RESIDENTIAL	\$2,758.67	\$2,792.71
316	316	6	260	RESIDENTIAL	\$3,260.51	\$3,300.75
317	317	6	161	RESIDENTIAL	\$2,025.20	\$2,050.19
318	318	6	187	RESIDENTIAL	\$2,354.81	\$2,383.87
319	319	6	238	RESIDENTIAL	\$2,990.29	\$3,027.19
320	320	6	201	RESIDENTIAL	\$2,530.01	\$2,561.23
321	321	6	288	RESIDENTIAL	\$3,622.79	\$3,667.49
322	322	6	288	RESIDENTIAL	\$3,622.79	\$3,667.49
323	323	6	190	RESIDENTIAL	\$2,387.48	\$2,416.94
324	324	6	201	RESIDENTIAL	\$2,530.01	\$2,561.23
325	325	6	443	RESIDENTIAL	\$5,567.81	\$5,636.52
326	326	6	262	RESIDENTIAL	\$3,293.18	\$3,333.81
327	327	6	160	RESIDENTIAL	\$2,004.41	\$2,029.15
328	328	6	161	RESIDENTIAL	\$2,025.20	\$2,050.19
329	329	7	220	RESIDENTIAL	\$2,758.67	\$2,792.71
330	330	7	260	RESIDENTIAL	\$3,260.51	\$3,300.75
331	331	7	161	RESIDENTIAL	\$2,025.20	\$2,050.19
332	332	7	187	RESIDENTIAL	\$2,354.81	\$2,383.87
333	333	7	238	RESIDENTIAL	\$2,990.29	\$3,027.19
334	334	7	201	RESIDENTIAL	\$2,530.01	\$2,561.23
335	335	7	288	RESIDENTIAL	\$3,622.79	\$3,667.49
336	336	7	288	RESIDENTIAL	\$3,622.79	\$3,667.49
337	337	7	190	RESIDENTIAL	\$2,387.48	\$2,416.94
338	338	7	201	RESIDENTIAL	\$2,530.01	\$2,561.23
339	339	7	443	RESIDENTIAL	\$5,567.81	\$5,636.52
340	340	7	262	RESIDENTIAL	\$3,293.18	\$3,333.81
341	341	7	160	RESIDENTIAL	\$2,004.41	\$2,029.15
342	342	7	161	RESIDENTIAL	\$2,025.20	\$2,050.19
343	343	8	220	RESIDENTIAL	\$2,758.67	\$2,792.71
344	344	8	260	RESIDENTIAL	\$3,260.51	\$3,300.75
345	345	8	161	RESIDENTIAL	\$2,025.20	\$2,050.19
346	346	8	647	RESIDENTIAL	\$8,133.46	\$8,233.83
347	347	8	582	RESIDENTIAL	\$7,313.88	\$7,404.13
348	348	8	190	RESIDENTIAL	\$2,387.48	\$2,416.94
349	349	8	201	RESIDENTIAL	\$2,530.01	\$2,561.23
350	350	8	727	RESIDENTIAL	\$9,134.19	\$9,246.90
351	351	8	160	RESIDENTIAL	\$2,004.41	\$2,029.15
352	352	8	161	RESIDENTIAL	\$2,025.20	\$2,050.19

353	353	8	220	RESIDENTIAL	\$2,758.67	\$2,792.71
354	RM	G	1891	RETAIL MARKETPLACE	\$18,403.27	\$17,644.56
355	C01	G	300	RETAIL MARKETPLACE	\$2,921.52	\$2,801.07
356	C02	G	158	COMMERCIAL	\$3,531.96	\$3,642.04
357	C03	G	106	COMMERCIAL	\$2,372.21	\$2,446.15
358	C04	G	158	COMMERCIAL	\$3,531.96	\$3,642.04
359	C05	G	158	COMMERCIAL	\$3,531.96	\$3,642.04

**DEVELOPER DISCLOSURE - Pursuant to the Unit Titles Act 2001 as amended:**

Division 3.4 Developer Disclosure - Section 31A Contract for Sale of Unit before registration of Units Plan

- These levy estimates have been calculated using gross floor areas only, and may vary upon production of a formal schedule of unit entitlements.
- The Developer is granted permission to reproduce the estimated budget only, for the purpose of inclusion in any sales and other relevant documents produced for and relating to the Development; and that no guarantee is provided that the estimated budget will not change at the discretion of the Developer prior to completion or registration of the Development; or at the subsequent Meetings of the Owners Corporation in the future; and Civium can only take into account current circumstances and increases in costs of goods or services cannot be predicted. All care has been taken in arriving at the above estimates, however, Civium Property Group takes no responsibility for changes that occur during the development period or at any time in the future

# Budget Notes

## SHARED FACILITIES BUDGET

### FINANCE

- **Auditor**  
In November 2020, the Unit Titles (Management) Act was amended and complexes over a certain size or with a certain budget amount require a financial audit each year. This allowance has been added to the budget.
- **BAS/TAX Lodgment**  
Fixed expenses relating to the administration and financial management of the Eastbourne Owners Corporation

### MANAGEMENT FEES

- **CFM | Onsite Team (Concierge & Building Management)**  
Based on full-time Concierge and part-time Building Manager onsite, Monday - Friday, excluding Public Holidays and Christmas shutdown period.
- **Strata Management**  
All-inclusive Strata management fees.

### MAINTENANCE

- **HVAC**  
Eastbourne has a three-storey basement and it is expected to have car park ventilation. An electrician or HVAC company will be engaged to provide periodic maintenance of the carpark ventilation system.
- **Roller Doors**  
Most expenses in the first year are covered under DLP or insurance. Civium have found it prudent to keep a nominal amount in the first year budget for unforeseen maintenance or minor damages.
- **Plumbing & Pumps**  
Expenses relating to unforeseen maintenance of common areas and plumbing infrastructure. Expenses relating to servicing & preventative maintenance of pumps and plant of common areas. Assumes storm water pumps, irrigation pump, car park exhaust fans, pool pump and hot water central plants.
- **Building**  
Expenses relating to unforeseen maintenance of common areas

- **Electrical**  
Expenses relating to unforeseen maintenance of electrical equipment and infrastructure of the common property such as lighting etc. Makes allowance for light bulb replacement.

## **CLEANING & GARDENING**

- **Cleaning | Windows**  
Expense relating to the external clean and pest spray via abseil. Recommended to be conducted at the end of Year One & Two when the emergence of hard water stains on balconies and windows begin to emerge.
- **Grounds & Garden Maintenance**  
Based on a quote provided by Inside Outside Facility Services in June 2024 for 52 garden maintenance visits per annum. Quote includes blowing of paths, weed maintenance, nurturing of new plants, rake and removal of littered debris from common grounds, trimming of plants ongoing, and application of fertiliser.

## **SYSTEMS & SERVICES**

- **Fire Protection Services & Monitoring**  
Expenses relating to the back to base monitoring of the Fire Indicator Panel and servicing. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders. Budget based on similar-sized development
- **Telephone & Internet Services**  
Expenses relating to the cost of telephone lines required for each lift as well as the Fire Indicator Panel.
- **Security Access System**  
Expenses relating to additional fob/swipe orders and maintenance/call out fees

## **INSURANCE**

- **Insurance**  
Expense relating to the provision of compulsory building insurance for all structures including apartments and common asset, with a public liability cover of \$20,000,000. This money covers the first insurance payment when the financial year starts, and it also accrues money for the second-year insurance policy payment. This strategy ensures we do not have to raise a special levy at the end of the year.
- **Insurance Valuation**  
This is a budgeted amount to have an insurance valuation arranged early after registration to ensure the building is sufficiently insured.

## UTILITIES

- **Electricity (Common)**  
Expenses relating to the cost of communal power for common area lighting and mechanical/plant (lifts etc).
- **Water Consumption**  
Estimate based on current charges levied by ACTEW AGL to cover costs for water.

## REPORTS

- **Third Party Defect Inspection Report**  
Estimate for professional fees associated with site inspection and preparation of a third party defect Inspection report.
- **PPM & Asset Report**  
Estimate for professional fees associated with provision of a Planned Preventative Maintenance schedule and Asset Report.
- **AS1851 Inspection (Passive/Fire Door Testing)**  
AS1851 is the Australian Standard for the routine service of fire protection systems and equipment. Adhering to these standards ensures that fire protection systems such as alarms, sprinklers, and extinguishers are properly maintained and functional, which is crucial for the safety of residents.
- **Height Safety Certification**  
In order to complete inaccessible window cleaning, the roof systems will need to be certified. We are assuming no requirement for roof maintenance within this budget as the roof has been designed as a common space accessible to owners.

## SINKING FUND

- **Sinking Fund Forecast**  
Known expense based on quoted price to prepare compulsory Sinking Fund Forecast in the first year.

## CONTINGENCY

- **Contingency Line**  
Provided to safeguard the Eastbourne community from any unforeseen costs that may arise throughout the management period. The inclusion of this line item mitigates the requirement to raise special levies should unfortunate and unexpected costs arise.

## GST

- **GST On Expenses (10%)**

As per Australian Taxation Office (ATO) requirements, any non-profit organisation with a turnover greater than \$150,000 per year must register for GST.

## RESIDENTIAL BUDGET

### MANAGEMENT FEES

- **Assisted Move-In Period (4 weeks from UTAR)**

As part of Civium's white glove service, we will provide a four-week period after Unit Titles Registration during which Civium staff will be on-site seven days a week to assist with lift allocations and removalist truck parking.

### MAINTENANCE

- **Lifts**

Expenses relating to maintenance and servicing of lift mechanics as well as the cost of emergency call-outs resulting from failures and breakdowns. Assumes 12 months of costs are covered as part of the equipment installation negotiated by the developer/builders.

- **Gym Expenses**

Expenses relating to the maintenance of equipment in the gymnasium.

- **Pool & Spa Maintenance & Cleaning**

Expenses relating to the maintenance and cleaning of the pool and spa area located on the Ground Floor.

- **Sauna & Steam Room Maintenance & Cleaning**

Expenses relating to the maintenance and cleaning of the sauna and steam room area located on the Ground Floor

### CLEANING & GARDENING

- **Cleaning | Building**

Based on a quote provided by Inside Outside Facility Services in June 2024 for 5 days/week cleaning services (Mon - Fri). Quote includes cleaning of Residential Foyers including Lift Lobby; Residential areas in the basement; Carpark entry; Ground floor common areas and externals; Levels 1 to 8 common space; and, Fire stairwells and service cupboards.

- **Cleaning | Carpet**

Deep carpet cleaning of Ground to Level 8 quarterly at \$1,500 per visit. The routine vacuuming of these levels will be encompassed in the 'Cleaning | Building' line item above and will occur twice weekly (per level).

- **Cleaning | Basement Carpark**

Annual full-service clean of the residential basement-level carparks. To be conducted at end of Year One and Year Two periods.

- **Cleaning | Garbage Chutes / Unblocking**

Garbage Chutes must be cleaned frequently, and a budget has been allocated for this. Without cleaning, the chutes easily become blocked and produce unpleasant odours. This also includes reactive call-outs to blocked chutes, which frequently occur in the first year of a buildings life as a result of inappropriate use of the chutes (namely large format cardboard being placed down chutes).

## **GST**

- **GST On Expenses (10%)**

As per Australian Taxation Office (ATO) requirements, any non-profit organisation with a turnover greater than \$150,000 per year must register for GST.

## **COMMERCIAL**

### **MAINTENANCE**

- **Lifts**

Expenses relating to maintenance and servicing of lift mechanics as well as the cost of emergency call-outs resulting from failures and breakdowns. Assumes 12 months of costs are covered as part of the equipment installation negotiated by the developer/builders. The Commercial units make a contribution to the lifts in share with the residential schedule. This has been distributed between the Commercial and Residential units via unit of entitlements and covers the nominal amount of use the commercial units will require in comparison with the residential unit holders.

### **CLEANING & GARDENING**

- **Cleaning | Building**

Based on a quote provided by Inside Outside Facility Services in June 2024 for 5 days/week cleaning services (Mon - Fri). Quote includes cleaning of common areas around Commercial units U356 - U359 and the cleaning of the common area toilets immediately adjacent to these units.

- **Cleaning | Basement Carpark**

Annual full-service clean of the commercial units U356 - U359 basement-level carparks. To be conducted at end of Year One and Year Two periods.

## **RETAIL MARKETPLACE**

- **EXPLANATORY NOTE**

In addition, to the cleaning and maintenance of assets within U354 & U355, the owner will maintain any of the lift risers, grease traps, kitchen exhausts, basement carparks, feature stairwells and retail toilets that are subsidiaries of U354 or U355.

# **civium**

**Gareth Halverson**

Director | National Sales & Marketing

[gareth.halverson@civium.com.au](mailto:gareth.halverson@civium.com.au)

0434 398 330

[civium.com.au](http://civium.com.au)



## Colour Schemes

This form is used for identifying your colour scheme selection when purchasing at The Eastbourne, Canberra.

(select one only)



**AURORA:** Inspired by the surrounding leafy surrounds, this palette is warm and inviting. Showcasing lighter timbers, soft earthy tones and rich textures it evokes a sense of timeless tranquility.



**MELIA:** Reflecting the location's historic beauty, this palette represents modern elegance that is cool and classic. Cooler grey tones compliment the warmth of the natural stone and timber accents.



**NOCTE:** A sophisticated and moody interior palette featuring deep tones and dark timbers. This refined combination echoes the charm and prestige of the precinct's neighbouring suburb.

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**Unit Number:** 205

**Purchaser Name:** Thomas Foster

**Purchaser Signature:** *TFoster*

**Agent Signature:**

**Date:** 15/10/24

**Agent Name:**

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Please note the following:

- selection boxes/boards can be viewed in person with your selling agent; or
- you can view photographic images of the selection boards which your selling agent can make available to you.

You also understand and agree that while every attempt has been made to photograph the selection boards to provide a true representation of the finishes and colours of the materials, it is understood that photography may not always highlight the true and exact colours, textures or intrinsic patterns in such materials.

The information set out herein is for guidance of purchasers only and does not constitute an offer or contract and may be subject to change. Any intending purchaser should not rely on information contained herein as a statement or representation of fact but is advised to make their own enquiries and satisfy themselves in all respects. We reserve the right to change the fittings, finishes, materials and appliances referred to in this document provided that the replacements are of an equivalent or better standard. REVISION 1.0  
The Eastbourne, 62 Constitution Avenue, Parkes ACT



## Disclosure Statement

THE  
EASTBOURNE

Required Information	Comments / where information can be found
<p>Plans that show:</p> <ul style="list-style-type: none"> <li>• the proposed location and dimensions of the unit in relation to other units and the common property in the units plan; and</li> <li>• the internal floor plan of the unit; and</li> <li>• the detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard).</li> </ul>	<p>Refer to Plans as provided with Contract.</p>
<p>A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease for the unit</p>	<p>Refer to permitted uses in the Crown Lease.</p> <p>Note Units 1 - 353 are residential (Residential Units) and Units 354 - 359 are commercial (Commercial Units).</p>
<p>Does the developer propose to restrict the use of a unit to a subset of the potential authorised uses under the lease?</p>	<p>The developer does not intend to restrict the uses to which a Residential Unit may be put.</p> <p>The Developer does intend to restrict the initial uses to which Commercial Units may be put.</p>
<p>The proposed schedule of unit entitlement for the units plan</p>	<p>Refer to Budgets as provided with Contract.</p>
<p>Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary</p>	<p>Each residential unit will have:</p> <ul style="list-style-type: none"> <li>• balcony or courtyard or both</li> <li>• car parking space(s) and storage area</li> </ul> <p>Each Commercial Unit will have car parking space(s)</p> <p>Refer to Plans and Master Schedule as provided with Contract.</p>
<p>A statement about the potential for, and type of, easements that may be required for the units plan</p>	<p>None other than those contemplated in the contract or in the draft Crown Lease or required by legislation.</p>
<p>The proposed rules for the owners corporation for the units plan including any special privilege rule</p>	<p>Refer to contract which provides for the proposed alternative rules.</p>

# Disclosure Statement

Required Information	Comments / where information can be found
<p>Does the developer intend the owners corporation to enter into any contract?</p> <p>If yes, details, including the amount of the buyer's general fund contribution that will be used to service the contract and any personal or business relationship between the developer and another party to the contract</p>	<p>Yes - refer to Budget as provided with Contract in relation to the Buyer's general fund contributions.</p> <p>General Budget will apply to all units.</p> <p>Residential Units will be required to contribute separately for exclusive residential areas and facilities including, pool, gym sauna and steam room.</p> <p>Commercial Units will be required to contribute separately for (i.e. in addition to the General Budget) commercial waste.</p> <p>The developer discloses that there is no personal or business relationship with any of the other contracting parties.</p>
<p>Developer's estimate of the buyer's general fund contribution for 2 years after the units plan is registered</p>	<p>Refer to Budgets as provided with Contract.</p>
<p>The method proposed for working out the contribution to be paid into the sinking fund by each unit</p>	<p>Refer to Budgets as provided with Contract.</p>
<p>Development approval (<b>DA</b>) details:</p> <ul style="list-style-type: none"> <li>• DA No.</li> <li>• statement about DA conditions</li> <li>• whether DA lodged and status of application</li> <li>• where the Buyer may find further information about the DA including information about how to find information about publicly notified amendments to the DA</li> </ul>	<p>DA (called Works Approval (WA)) as approval authority is the National Capital Authority) approved plans include:</p> <ul style="list-style-type: none"> <li>• WA102646</li> <li>• No DA conditions will exist after the date that the Units Plan is registered.</li> <li>• Notifications in relation to any development application can be found at: Land and adjoining blocks <a href="https://www.nca.gov.au/public-consultations">https://www.nca.gov.au/public-consultations</a></li> </ul> <p>Other applications outside of National Capital Authority jurisdiction <a href="https://www.planning.act.gov.au/development-applications/pubnote">https://www.planning.act.gov.au/development-applications/pubnote</a></p>
<p>Whether any units in the units plan will be individually metered for the purposes of cold water supply</p>	<p>There are no plans to individually meter the Residential Units for the purposes of cold water.</p> <p>Commercial Units will have individual water meters.</p>
<p>Whether facilities will be provided for charging electric vehicles in the units plan</p>	<p>There are no current plans to provide any facilities for charging electric vehicles on common property in the units plan.</p>

## Schedule

<b>Land</b>	The unexpired term of the Lease	Unit 205	UP No.	Block 5	Section 4	Division/District Parkes
		and known as				
<b>Seller</b>	Full name	CAMPBELL RESI AN EAST PTY LIMITED				
	ACN/ABN	604 271 150				
	Address	GPO Box 1041, CANBERRA CITY ACT 2601				
<b>Seller Solicitor</b>	Firm	Clayton Utz				
	Email	conveyancing@claytonutz.com				
	Phone	02 6279 4000	Ref Alfonso del Rio / Mary Harris			
	DX/Address	GPO Box 9806, CANBERRA ACT 2601				
<b>Stakeholder</b>	Name	Clayton Utz Canberra Trust Account				
<b>Seller Agent</b>	Firm	Without the intervention of an agent				
	Email					
	Phone		Ref			
	DX/Address					
<b>Restriction on Transfer</b>	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
<b>Land Rent</b>	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
<b>Occupancy</b>	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
<b>Breach of covenant or unit articles</b>	Description (insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description	As per attached Inclusions List				
<b>Date for Registration of Units Plan</b>		30 September 2026				
<b>Date for Completion</b>		Refer to Special Condition 60				
<b>Electronic Transaction?</b>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN:	PEXA		
<b>Land Tax to be adjusted?</b>		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
<b>Residential Withholding Tax</b>	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)			
<b>Foreign Resident Withholding Tax</b>	Relevant Price more than \$750,000.00?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			

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

<b>Buyer</b>	Full name	THOMAS WILLIAM PETER FOSTER				
	ACN/ABN					
	Address	3/10 Ovens Street, GRIFFITH ACT 2603				
<b>Buyer Solicitor</b>	Firm	Chamberlains				
	Email	chamberlains@chamberlains.com.au				
	Phone	02 6188 3600	Ref Kellie White			
	DX/Address	Level 8, 224 Bunda Street, CANBERRA ACT 2601				
<b>Price</b>	Price	██████████	(GST inclusive unless otherwise specified)			
	Less deposit	██████████	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	██████████				
<b>Date of this Contract</b>		30 September 2024				

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

Seller signature <b>Alfonso del Rio</b> Signed by Seller and Developer by its attorney pursuant to Power of Attorney ACT Registration No. 3339438	Buyer signature
Seller witness name and signature <b>Mary Harris</b>	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		% per annum
Interest rate if the defaulting party is the Buyer		10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550.00	(GST inclusive)

### Tenancy Summary

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

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

Name	Civium Strata clientservices@civiumstrata.com.au	Phone	1300 724 256
Address	Locked Bag 3008, WODEN ACT 2606		

## RW Amount

(residential withholding payment) - further details

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

<b>Supplier</b>	Name	Campbell Resi An East Pty Limited		
	ABN	23 604 271 150	Phone	6162 8888
	Business address	Level 12, 68 Northbourne Avenue, Canberra City		
	Email	accounts@apg-act.com.au		
<b>Residential Withholding Tax</b>	Supplier's portion of the RW Amount:		\$	100%
	RW Percentage:			7%
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):		\$	TBA
	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:		\$	Not Applicable
	Other details (including those required by regulation or the ATO forms):			

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## 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.

<b>Supplier</b>	Name		
	ABN		Phone
	Business address		
	Email		
<b>Residential Withholding Tax</b>	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.**

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

### 1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance Certificate** means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

**Developer** in respect of a Lot has the meaning in the Community Title Act;

**Developer Control Period** has the meaning in the Unit Titles Management Act;

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

**Encumbrance** has the meaning in the Sale of Residential Property Act but excludes a mortgage;

**Energy Efficiency Rating Statement** has the meaning in the Sale of Residential Property Act;

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

**General Fund Contribution** has the meaning in section 78(1) of the Unit Titles Management Act;

**GST** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Rate** means the prevailing rate of GST specified as a percentage;

**Improvements** means the buildings, structures and fixtures erected on and forming part of the Land;

**Income** includes the rents and profits derived from the Property;

**Land Act** means the *Land (Planning & Environment) Act 1991* (ACT);

**Land Charges** means rates, land rent, land tax and other taxes and outgoings of a periodic nature in respect of the Property;

**Land Rent Act** means the *Land Rent Act 2008* (ACT);

**Land Rent Lease** means a Lease that is subject to the Land Rent Act;

**Land Titles Act** means the *Land Titles Act 1925* (ACT);

**Lease** means the lease of the Land having the meaning in the Planning Act;

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

**Legislation Act** means the *Legislation Act 2001*;

**Liability of the Owners Corporation** means any actual or contingent liability of the Owners Corporation attributable to the Unit on a Unit Entitlement basis (other than normal operating expenses) or expenditure to be made by the Owners Corporation to fulfil its obligations under the Unit Titles Management Act;

**Lot** has the meaning in the Community Title Act;

**Non-Land Rent Lease** means a Lease that is not subject to the Land Rent Act;

**Notice to Complete** means a notice in accordance with clause 18.1 and clause 18.2 requiring a party to complete;

**Owners Corporation** means the Owners Corporation for the Unit constituted or to be constituted under the Unit Titles Management Act following registration of the Units Plan;

**Pest Inspection Report** has the meaning in the Sale of Residential Property Act;

**Pest Treatment Certificate** has the meaning in the Sale of Residential Property Act;

**Planning Act** means the *Planning Act 2023* (ACT);

**Planning and Land Authority** has the meaning in the Legislation Act;

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

**Property** means the unexpired term of the Lease, the Improvements and the Goods, or (if the Land is a Unit) the unexpired term of the Unit Lease, the Improvements and the Goods;

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

**Required Documents** has the meaning in the Sale of Residential Property Act and includes a Unit Title Certificate but excludes a copy of this Contract;

**Rescission Notice** has the meaning in the Sale of Residential Property Act;

**Residential Tenancies Act** means the *Residential Tenancies Act 1997* (ACT);

**Sale of Residential Property Act** means the *Civil Law (Sale of Residential Property) Act 2003* (ACT);

- Section 56 Certificate** means a certificate for a Lot issued under section 56 of the Community Title Act;
- Section 67 Statement** means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;
- Service** includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;
- Staged Development** has the meaning given by section 17(4) of the Unit Titles Act;
- Tenancy Agreement** includes a lease for any term and whether for residential purposes or otherwise;
- Unapproved Structure** has the meaning in the Sale of Residential Property Act;
- Unit** means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;
- Unit Entitlement** for the Unit has the meaning in the Unit Titles Act;
- Unit Title** is the Lease together with the rights of the registered lessee of the Unit;
- Unit Title Certificate** means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;
- Unit Titles Act** means the *Unit Titles Act 2001* (ACT);
- Unit Titles Management Act** means the *Unit Titles (Management) Act 2011* (ACT);
- Units Plan** means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and
- Withholding Law** means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.
- 1.2 In this Contract:
- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
  - the singular includes the plural, and the plural includes the singular;
  - a reference to a person includes a body corporate;
  - a term not otherwise defined has the meaning in the Legislation Act; and
  - a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.
- 1.3 Headings are inserted for convenience only and are not part of this Contract.
- 1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.
- 1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.
- 1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.
- 1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.
- 1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.
- ## 2. Terms of payment
- 2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.
- 2.2 The Deposit becomes the Seller’s property on Completion.
- 2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.
- 2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.
- 2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.
- 2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).
- 2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.
- 2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

### 3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.

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

### 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

### 6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
  - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
  - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
  - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
  - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
    - 6.2.3 rescind; or
    - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
  - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
  - 6.4.2 a wall being or not being a party wall or the Property being affected by an

- easement for support or not having the benefit of an easement for support;
- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
  - 7.1.1 the Seller will be able to complete at Completion;
  - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
  - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
  - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
  - 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
  - 7.2.2 the Seller will have the capacity to complete;
  - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
  - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
  - 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
  - 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
  - 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

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

## 8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
  - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
  - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
  - 9.3.1 the Seller warrants that except as disclosed in this Contract:
    - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
    - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
  - (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
  - (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
  - (f) if applicable, the Tenancy Agreement incorporates:
    - (i) the Prescribed Terms; and
    - (ii) any other terms approved by the Residential Tenancies Tribunal.
- 9.3.2 The Seller must hand to the Buyer on Completion:
- (a) any written Tenancy Agreement to which this Contract is subject;
  - (b) a notice of attornment;
  - (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
  - (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.
- 9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

## 10. Inspection and condition of Property

- 10.1 The Buyer may on reasonable notice to the Seller and at reasonable times inspect the Property before Completion.
- 10.2 The Seller must leave the Property clean and tidy on Completion.

## 11. Inspection of building file

- 11.1 The Seller must, if requested by the Buyer, give to the Buyer all authorities necessary to enable the Buyer (or Buyer's nominee) to inspect and obtain at the Buyer's expense, copies of:
  - 11.1.1 any document in relation to the Land and Improvements held by any government or statutory authority; and

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

## 12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
  - 12.1.2 obtain approval for any Development conducted on the Land;
  - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
  - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
  - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

**Electronically Tradeable** means a land title dealing that can be lodged electronically;

**ELN** has the meaning given in the Participation Rules;

**FRCGW Remittance** means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

**GSTRW Payment** means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

**Incoming Mortgagee** means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

**Mortgagee Details** mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

**Nominated ELN** means the ELN specified in the Schedule;

**Participation Rules** mean the participation rules as determined by the ECNL;

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

**Title Data** means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

#### 14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

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

#### 15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

#### 16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

#### 17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

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

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

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

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

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14\* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
  - 18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
  - 18.6.1 must specify the default;
  - 18.6.2 must require the party served with the Default Notice to rectify the default within 7\* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
  - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

## 19. Termination – Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
  - 19.1.1 sue the Buyer for breach; or
  - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

\* 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 Unit Titles Management Act for the Unit Title Certificate attached.

### 37. Unregistered Units Plan

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

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

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

### 38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

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

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

### 39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

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

### 40. Community title

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

### 41. Definitions and interpretation

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

### 42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

### 43. Adjustment of contribution

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

### 44. Inspection of property

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

### 45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

#### **46. Incomplete development of Community Title Scheme**

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

#### **47. Incomplete development of Lot**

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

#### **48. Required first or top sheet**

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

#### **49. Notice to Community Title Body Corporate**

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

#### **50. Section 56 Certificate**

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

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

## 52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.
- 53. Residential Withholding Tax**
- Warning:** The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.
- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

\* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
  - 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
  - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Block 5 Section 4 Parkes  
Units 1-353 'The Eastbourne'

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## **54. General disclosures**

### **54.1 Development application**

The Seller and Developer disclose that a development application for the Land has been approved by the National Capital Authority (as the Land is in a designated area) (**Works Approval**)

The Seller and Developer also disclose that a minor amendment has been lodged to the Works Approval and further minor amendments may be required.

### **54.2 Arrangement for Building Works**

As soon as practicable after the date of this Contract the Developer will take all necessary steps to complete all Arrangements reasonably necessary to proceed with development of the Land.

### **54.3 Easement**

The Seller and Developer disclose to the Buyer that they may register one or more easements to burden or benefit the Land in relation to structures, services and access so as to ensure the proper and efficient operation of the Project. Specifically, the Land will be affected by an access easement.

The easements that are currently known are as described as proposed access easements in Annexure B that will benefit Block 4 Section 4 Parkes being the adjoining office block.

### **54.4 Matters preventing completion**

Subject to compliance with any legislative requirements, if the Developer is prevented from commencing, promptly proceeding with or completing the Arrangements or the Building Works by any action, matter or thing outside the control of the Developer and that delay continues for a period in excess of 90 days the Seller must, if requested by the Developer, rescind this Contract by written notice to the Buyer provided the Developer has taken all reasonable steps (but excluding the taking of legal action) to attempt to remove the cause of delay..

### **54.5 Transfer**

Clause 5.2 of the Contract is deleted and substituted with:

"No later than 7 days before the Date for Completion, the Seller must give to the Buyer a transfer of the Lease in the form prescribed by the Land Titles Act, to be held in escrow by the Buyer pending Completion."

### **54.6 Embedded Networks**

(a) In addition to special condition 78.1, the Seller and Developer disclose that they are considering entering into agreements with suppliers in relation to provision of embedded networks, such as electricity, gas and telecommunications (including broadband).

(a) The Buyer acknowledges and agrees that:

(i) the embedded network provided by a wholesale supplier under clause 54.6(a) may be one upon which some retail service providers are not currently available. Telstra and Optus, for example, are retail service providers which, at the date of this Contract with respect to telecommunications, choose not to participate in networks provided by a number of wholesale suppliers (excluding NBN); and

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EASTBOURNE

- (ii) the Seller and Developer are not responsible for any account or contract termination costs for the Buyer as a result of an inability for an embedded network provided under clause 54.6(a) to support a particular service or utility provider.

### 54.7 Alternative Rules

- (a) The Seller and Developer disclose that the Alternative Rules will be lodged with the application for the registration of the Units Plan and will apply in addition to the Default Rules.
- (b) The Seller and Developer reserve the right to amend the Alternative Rules, subject to the requirements of the Civil Law (Property) Act 2006 (ACT).

---

## 55. Building Work

### 55.1 Developer to do Building Works

The Developer is solely responsible for:

- (a) completing all other necessary Arrangements in accordance with special condition 54.2;
- (b) the construction on the Land of the Building Works to complete the construction of the Unit; and
- (c) the installation of the Inclusions in the Unit and Building.

### 55.2 Plans

The Building Works are to be undertaken, by the Developer, in accordance with the Plans and the Schedule of Inclusions and in a proper and workmanlike manner.

### 55.3 Variations

In addition to clause 37.5 the Developer is permitted to make variations to:

- (a) the Plans (including, without limitation, variations to the configuration of the Unit to accommodate services, riser ducts and structure, the location and size of columns) provided those variations:
  - (i) are in the Developer's opinion reasonably necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
  - (ii) are approved by the architect of the Building; or
  - (iii) are required by any relevant authority;

AND do not:

- (iv) reduce the size of the Unit by more than 5%; or
- (v) result in any room or unit subsidiary as shown on the Plans being deleted from the completed Unit;
- (b) the layout of the Unit (including any kitchen, bathroom and laundry) to accommodate services, riser ducts and other structures arising out of final detailed design;
- (c) the Inclusions specified in the Schedule of Inclusions, provided that the Building, the Common Property and the Unit inclusions of similar or better quality are provided; and

- (d) the Building, including the number of units (noting one or more units may be consolidated) provided that the variation does not alter the location of the Unit.

#### **55.4 Commercial and Retail Space**

- (a) The Buyer acknowledges that the Seller and Developer may change the configuration, location, area and number of units shown as commercial and retail space from that shown on the Plans.
- (b) The Seller and Developer may grant a special privilege at the inaugural general meeting of the Owners Corporation in favour of the owner(s) of the commercial and retail space with respect to erection of signage, use of common areas (including for location of plant and seating areas) and may also grant approval with respect to internal alterations to allow fit out of the commercial space.

#### **55.5 Measurement of Area**

The Seller and Developer disclose and the Buyer acknowledges that:

- (a) the areas of the Unit referred to in the Plans attached to this Contract have been calculated on a gross floor area basis and are measured from the centreline of any party wall and the external face of any external wall; and
- (b) the areas to be shown on the registered Units Plan will generally be measured from the centreline of all walls; and
- (c) as a consequence of the different methods of calculation that the areas shown on the Plans attached to this Contract will generally refer to a larger area than the area that will be shown on the registered Units Plan.

#### **55.6 The Buyer has no claim against Seller**

The Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract against the Seller in respect of:

- (a) the construction on the Land of the Building Works to complete the construction of the Unit or the installation of the Inclusions in the Unit and Building; or
- (b) rectification of defects in accordance with special condition 64 of this Contract.

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### **56. Units Plan**

#### **56.1 Preparation of Units Plan**

The Developer agrees to prepare, and promptly on completion of the Building Works, lodge for approval and registration, a Units Plan dividing the Building into units, together with the Common Property. The Seller agrees to sign such forms and attend to such matters as may be necessary for it to procure registration of the Units Plan.

#### **56.2 Unit entitlement**

The draft budget and levies attached to this Contract have been based on an estimate of the unit entitlements and the actual unit entitlement of the Unit and all other units in the Building will be in accordance with the allocation approved by the relevant authority.

#### **56.3 Units Plan Registration Date**

Despite the date set out in the Schedule for registration of the Units Plan and the provisions of clause 37, the Units Plan Registration Date may be extended by the Seller, at the request of the

Developer or financier, giving written notice to the Buyer if events occur beyond the Seller's or Developer's reasonable control preventing registration of the Units Plan by the Units Plan Registration Date, including but not limited to:

- (a) civil commotion, strike or lockout of workmen;
- (b) weather sufficiently inclement to prevent the Developer proceeding with the Building Works;
- (c) accident to the Building Works for which the Seller or Developer is not responsible;
- (d) in consequence of proceedings being taken or threatened by, or disputes with adjoining or neighbouring owners;
- (e) in obtaining building approvals or finalising Arrangements; or
- (f) any other reasonable cause beyond the control of the Seller or the Developer,

but in any event if the Units Plan has not registered by **30 March 2029**, then either party may, subject to compliance with any legislative requirements, within a 14 day period (i.e. by no later than 13 April 2029) rescind this Contract and the provisions of clause 21 will apply.

#### **56.4 Extension of Units Plan Registration Date**

- (a) If the Buyer has provided a Bond as the Deposit and the Units Plan Registration Date is extended in accordance with special condition 56.3 then, as an essential term of this Contract, the Buyer must, within 14 days of the date of a written request from the Seller or Developer, arrange to provide a new Bond so that it has an expiry date no earlier than 14 days after the date notified by the Seller under special condition 56.3.
- (b) If the Buyer fails to comply with special condition 56.4(a) or special condition 58.7 then the Buyer is in default and the Seller may, at the request of the Developer, sue the Buyer for the balance unpaid of the Deposit and/or terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies.

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### **57. Payment of Deposit by instalments**

#### **57.1 Clauses deleted**

Clauses 2.1, 2.2, 2.3, 2.4 and 52 of the Contract are deleted.

#### **57.2 Instalments**

The Buyer must pay the Deposit to the Stakeholder. The Seller and Developer agree to accept the payment of the Deposit as follows:

- (a) if the Deposit is to be paid by way of cheque or electronic funds transfer:
  - (i) the amount equal to 5% of the Price on the date of this Contract ("**First Instalment**"); and
  - (ii) the balance of the Deposit (if it has not already been paid) by bank cheque on the Date for Completion ("**Second Instalment**");

OR

- (b) if the Deposit is to be paid by way of Bond:

- (i) the amount equal to 10% of the Price by delivering a Bond to the Seller Solicitor on the date of this Contract in accordance with special condition 58 ("**First Instalment**"),

and in every respect time is of the essence for payment of the First Instalment of this special condition 57.2.

### **57.3 Completion**

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.

### **57.4 Failure to pay**

If the Deposit or any instalment of the Deposit is:

- (a) not paid on time and in accordance with special condition 57.2; or  
(b) paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may, at the request of the Developer, sue the Buyer for the balance unpaid of the Deposit and/or 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, then this Contract remains on foot, until either the Seller terminates the Contract, or waives the benefit of special condition 57.4 pursuant to special condition 57.6.

### **57.5 Benefit of clause**

Special condition 57.4 is for the benefit of the Seller and the obligations imposed on the Buyer by special condition 57.4 are essential.

### **57.6 Waiver**

The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of special condition 57.4 is waived.

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## **58. Bond**

### **58.1 Payment by bond**

Payment of the Deposit (in an amount equal to 10% of the Price) may be effected by the Buyer delivering a Bond to the Seller Solicitor at the time or times required by special condition 57.2 of the Contract. For the purposes of this Contract, to the extent of the amount secured by the Bond, delivery of the Bond will be deemed to be payment of the Deposit in accordance with special condition 57.2 of the Contract.

### **58.2 Seller to be beneficiary**

The Bond must show the Seller as the beneficiary of the Bond.

### **58.3 Buyer to pay on Completion**

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

### **58.4 Immediate payment of Deposit**

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If:

- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or
- (b) the term of the Bond expires before the date which is 14 days after the Units Plan Registration Date, or it is not renewed in accordance with special condition 56.4 or special condition 58.7; or
- (c) in the Seller's opinion, the provider of the Bond is unable to pay the amount referred to in the Bond,

then to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit, (or so much of it as has not been paid), to the Stakeholder.

### 58.5 Satisfaction of Deposit

The Seller acknowledges that payment under the Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under special condition 57.2.

### 58.6 External administration of relevant bank

If the provider of the Bond is placed under external administration of any nature before Completion, the Buyer must, within 24 hours, secure the Deposit to the Seller by either:

- (a) providing a replacement Bond by another bond provider reasonably acceptable to the Seller; or
- (b) payment of the Deposit in accordance with special condition 57.2 of the Contract,

and this special condition 58.6 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this special condition 58.6 is an essential condition of this Contract.

### 58.7 Extension of Bond

The Seller or the Developer may by notice in writing, at any time, but subject to an obligation to act reasonably, require the Buyer to provide a new Bond with a different expiry date. The Buyer must comply with any such request within 14 days of being requested to do so.

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## 59. Adjustments

### 59.1 Clauses deleted

Clauses 8.1, 8.2, 8.4 and 8.5 of this Contract are deleted.

### 59.2 Adjustment of income

The Seller is entitled to the Income up to and including Completion after which the Buyer will be entitled to the Income. The Seller is liable for all Land Charges (including Owners Corporation contributions) up to the day before registration of the Units Plan after which the Buyer will be liable for the Land Charges. The parties must pay any adjustment of the Income and Land Charges calculated pursuant to this special condition 59 on Completion.

### 59.3 Adjustments of Land Charges

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 based upon likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.

#### **59.4 Land Tax**

Despite clause 8 of the Contract, if the Land is liable to land tax ("**Land Tax**") then the parties must apportion the Land Tax on Completion based on the unit entitlement of the Unit irrespective of whether the Buyer intends to reside in the Unit following Completion.

#### **59.5 Buyer not to delay**

The Buyer is not entitled to delay Completion due to separate assessments of Land Charges not having been made at Completion.

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### **60. Completion**

#### **60.1 Date for Completion**

Completion of this Contract shall occur 21 days after the receipt by the Buyer of a copy of the registered Units Plan together with, if applicable, any registered alternative Rules.

#### **60.2 Place and time**

Completion shall, unless otherwise agreed and if not able to be undertaken through an electronic settlements platform, take place at the ACT Law Society Settlements Room in Canberra at a time during normal business hours nominated by the Seller.

#### **60.3 Buyer may inspect and list defects**

- (a) The Buyer may on one occasion, within five (5) business days of notification that the Unit is ready for inspection, inspect the Unit and provide the Seller and Developer with a list of defects in relation to the Unit and in this respect time is of the essence.
- (b) The notification referred to in special condition 60.3(a) will be done by the Seller's Agent prior to notification under special condition 60.1, but if the Seller's Agent fails to do this, will be taken as being done when the Seller provides notification under special condition 60.1.
- (c) The Seller, or its appointed agent, will conduct the Pre-Settlement Inspection with the Buyer. The parties acknowledge that the Pre-Settlement Inspection will be limited to a maximum of two people, whom must have a relationship with the Buyer (i.e. no consultants are to attend).

#### **60.4 Rectification of defects**

- (a) The Developer will use its best endeavours to rectify any reasonable defect notified to the Developer in accordance with special condition 60.3(a) prior to the Date for Completion calculated in accordance with special condition 60.1.
- (b) If the Developer has not completed any rectification work notified in accordance with special condition 60.3(a) prior to the Date for Completion, the Buyer may not delay Completion and any unrectified defects will be completed in accordance with special condition 64.
- (c) The submission of a defects list in accordance with special condition 60.3(a) or the failure to submit a list of defects in accordance with special condition 60.3(a) in no way derogates from the Buyer's rights under special condition 64.

---

## **61. Potential Staged Units Plan**

### **61.1 Staging**

- (a) The Seller and Developer disclose to the Buyer that the proposed development may be staged but if staged the only units forming Stage 2 will be the retail units currently being Units 354 and 355.
- (b) If the proposed development is to be staged then the Seller and Developer will issue a development statement and all related documents.

### **61.2 Completion of Contract**

If the Unit is located in Stage 2, Completion of this Contract shall take place within 14 days of the receipt of written notification from the Seller and Developer to the Buyer of the issue of a Compliance Certificate for the Unit which may be subject to conditions which the Seller and Developer agree to satisfy and secure performance of conditions by way of a bond to the Australian Capital Territory.

### **61.3 Seller and Developer powers**

The Seller and Developer may:

- (a) amend the articles of the Owners Corporation;
- (b) pass a resolution at the inaugural meeting of the Owners Corporation;
- (c) include as part of the development statement; or
- (d) do any one or more of those things,

to provide that:

- (i) the Seller and Developer must insure all unfinished common property and unfinished units until issue of relevant Compliance Certificates;
- (ii) the Owners Corporation has no responsibility for the security, maintenance or insurance of any unfinished areas of the Units Plan ("**Unfinished Areas**");
- (iii) the Seller and Developer are granted a special privilege to use the Unfinished Areas to enable it to complete the development of these areas;
- (iv) the Seller and Developer are under no obligation and must not be asked to make any contribution towards any levies, including any sinking fund in respect of any Unfinished Areas. This is as a result of the fact that a budget will not be prepared nor levies struck for the insurance and maintenance of any Unfinished Areas; and
- (v) the Seller and Developer will not (in respect of any voting rights held in respect of any units in the Unfinished Areas) be entitled to vote on ordinary or special resolutions at general meetings of the Owners Corporation except where any such resolutions impact on the Unfinished Areas or restrict the ability of the Seller to complete the development of the Land.

### **61.4 Seller to pay levies**

Where the Seller and Developer own any units in the Units Plan for which a Compliance Certificate has issued, the Seller and Developer shall (in respect of each such unit) be obliged to contribute to levies and be entitled to vote on all ordinary or special resolutions at general meetings of the Owners Corporation.

### **61.5 Subsequent Buyer**

The Buyer must ensure that any subsequent buyer is aware of the arrangements referred to in this special condition 61.

### **61.6 Buyer not to vote against resolution**

The Buyer shall not, and must ensure that any subsequent buyer shall not, vote in favour of any resolution the effect of which would be inconsistent with the provisions of this special condition 61.

### **61.7 Rates, taxes (including land tax), and outgoings**

Notwithstanding special condition 59 the Buyer shall, for stages other than the first stage, only be liable for Land Tax and Land Charges from the date of issue of a Certificate of Compliance for the Unit.

### **61.8 Buyer acknowledgement**

- (a) The Buyer acknowledges that any breach of this special condition 61 could result in the Seller suffering significant loss and that damages may not be an adequate remedy.

This special condition shall not merge on Completion.

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## **62. Legal Fees (Default Notice and Notice to Complete)**

- (a) Each time the Seller serves a default notice the Buyer must pay to the Seller a fee of \$550.00 (inclusive of GST) for issue of that notice. The seller may include this fee in the amount payable by the Buyer on Completion.
- (b) Each time the Seller serves a notice to complete the Buyer must pay to the Seller a fee of \$550.00 (inclusive of GST) for issue of that notice. The Seller may include this fee in the amount payable by the Buyer on Completion.

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## **63. Interest on Overdue Money**

If the Buyer defaults in the Completion of this Contract in accordance with special condition 60.1, the Buyer must pay interest on the entire Price at a rate of 10% per annum calculated on daily balances from the day after the Date for Completion to the date on which Completion actually takes place.

---

## **64. Defects**

### **64.1 Make good defects**

- (a) The Developer will cause all defects or faults (if any) in the Unit due to defective or improper materials or bad workmanship, as are notified in writing to it by the Buyer within the Defects Liability Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.
- (b) The Developer is not required to rectify:
  - (i) natural shrinkage in the Unit or defects caused by natural shrinkage in the Unit; or
  - (ii) minor defects or irregularities in natural materials used in the construction of the Unit; or

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- (iii) chips, cracks, marks or stains in paintwork, brickwork, tiles, carpets, concrete, paving or on walls, ceilings or windows, which are not notified by the Buyer prior to Completion.

### 64.2 Timing of repairs

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

- (a) if to or concerning:
  - (i) electricity or gas supplies or distribution;
  - (ii) sewerage or drainage; or
  - (iii) any portion of the Unit the fault or defect in which could materially restrict or interfere with the proper use and enjoyment of the Unit by the Buyer,as soon as practicable after receiving the notice;
- (b) in the case of any other defects or faults within 90 days from the date of receiving the notice,

PROVIDED that the Developer will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.

- (c) Other than for matters directly covered by special condition 64.2(a) the Buyer may submit only one list of defects during the Defects Liability Period.
- (d) The list of defects must be submitted by email **only** to [info@chase-group.com.au](mailto:info@chase-group.com.au) or such other valid email address notified to the Buyer on or before Completion. Submission by any other means will not be accepted.
- (e) The Buyer must make the Unit available, at the time or times notified by the Developer, to the Developer or the Developer's subcontractors to permit the defect rectification work to be completed in a prompt and timely manner.

### 64.3 Appliances and Fittings

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

### 64.4 Developer responsible for rectifying defects

For avoidance of doubt, the Developer, by its execution of this Contract, accepts full and sole responsibility for the rectification of defects in the Unit in accordance with this Contract.

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## **65. Depreciation of the Unit and Inclusions**

### **65.1 Seller / Developer to provide information**

- (a) Within 6 months of the end of the taxation year in which Completion occurred, the Buyer may request the Seller and Developer to provide information in respect of the cost of capital works to the property, in accordance with Section 262A(4AJA) of the Income Tax Assessment Act.
- (b) The Buyer must pay the costs of the quantity surveyor providing this information prior to the information being provided.
- (c) The rights and obligations contained in this special condition 65 do not merge on Completion.

---

## **66. Car parking and storage**

### **66.1 Car parking space**

- (a) The Unit sold will include a car parking space or spaces in the amount identified in the schedule (Annexure C) and the corresponding location shown in the attached Plans as a unit subsidiary or unit subsidiaries.
- (b) The location of the car parking space or spaces may be changed by the Seller or Developer but if:
  - (i) located side-by-side, so that they remain side by side (ignoring location of columns and access paths),
  - (ii) a garage so it remains a garage,and are subject to approval by the relevant authority.

### **66.2 Tandem Spaces**

- (a) The Buyer acknowledges that some Units have tandem car parking spaces as identified on the attached Plans.
- (b) If a car parking space is not shown to be a tandem car parking space in the attached Plans, then any relocation of that car parking space (if so required by the relevant authorities) will not result in the car parking space becoming tandem.

### **66.3 Storage area**

- (a) Subject to paragraph (b), the Unit sold will include a storage area, either attached to the car parking space or as a separate unit subsidiary to be located in the basement.
- (b) If the Unit includes a garage then no storage area will be provided.
- (c) The storage area will be approximately 1.5sqm and its location may be changed by the Seller or Developer, and is subject to approval by the relevant authority.

---

## **67. Colour Scheme Selection**

If the Buyer fails to provide the colour scheme selection within 30 days of the date of this Contract, then the Seller or Developer may make a selection on behalf of the Buyer.

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**68. Air conditioning**

- (a) Following Completion, the Buyer will be responsible for the repair and maintenance of the air conditioning system that services the Unit.
- (b) The Seller and Developer disclose that each Unit will be serviced by its own condenser unit which will be located on Common Property and numbered for ease of identification.

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**69. Unit Number, Address and Door Number**

The Seller and Developer disclose that the unit number, address and door number (where applicable) allocated to the Unit in this Contract and the Plans may differ from the unit number, address or door number allocated to the Unit in the Units Plan. If this is the case the Seller or Developer will advise the Buyer of the new unit number, address or door number allocated to the Unit in the Units Plan.

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**70. Caveat**

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

---

**71. Marketing**

The Seller and Developer reserve the right to utilise the Unit for marketing purposes prior to Completion. The Seller and Developer warrant that the Unit will not be used for display and marketing purposes following the Buyer submitting a list in accordance with special condition 60.3(a).

---

**72. Marketing Material for onsale or other purposes**

- (a) The Seller and Developer own the intellectual property in the marketing material relating to the Unit, Land and the project including the plans and other material attached to this Contract and including elevations, level plans, unit plan and the inclusions list (**Marketing Material**).
- (b) The use of the Marketing Material is expressly prohibited without the written consent of the Seller and Developer which may be withheld in their absolute discretion.
- (c) The Buyer acknowledges that a breach of this clause will result in the Seller and Developer suffering special damage and that, as a result, the Seller and Developer may seek urgent interlocutory relief preventing unauthorised use of the Marketing Material.

---

**73. Personal Property Securities Act 2009 (PPSA)**

- (a) The Seller and Developer disclose, and the Buyer acknowledges that on Completion the Seller or Developer may be subject to charge(s) or notifications under the PPSA. The Buyer cannot require the Seller or Developer to take any action in relation to such charge or notification.
- (b) The Seller and Developer warrant that notwithstanding special condition 73, any charge or notification in relation to the Seller or Developer will not have an adverse effect upon the Unit and the Inclusions.
- (c) This special condition 73 will not merge on Completion.

---

## 74. Assistance

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

---

## 75. Representations

### 75.1 Entire agreement

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

### 75.2 No reliance

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

---

## 76. Release of Seller

The Buyer acknowledges that:

- (a) the Seller enters into this Contract at the request of the Developer; and
- (b) the Developer, by its execution of this Contract, accepts full responsibility for the Seller's obligations and liabilities under this Contract and the Buyer releases the Seller from all obligations and liabilities under this Contract, except for the execution of documents necessary to register the Units Plan and transfer title to the Buyer as required by this Contract.

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## 77. Director's Guarantee

Where the Buyer is a corporation, each Director of that corporation shall guarantee that corporation's performance of its obligations under this Contract. The Director's Guarantee is to be in the form attached as **Annexure A**.

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## 78. Additional Disclosure Documents

### 78.1 Disclosure

In addition to the Required Documents, the Seller and Developer disclose to the Buyer the following:

- (a) that the Owners Corporation will enter into contracts for services contemplated in the draft budget annexed to this Contract, including;
  - (i) contracts for body corporate management and maintenance;
  - (ii) embedded networks (refer to special condition 54.6); and
  - (iii) body corporate management and maintenance (including cleaning, gardening, security and waste services);

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- (b) that the contracts referred to in paragraph (a) will be for a period not longer than 2 years;
- (c) the amount of the Buyer's contribution to the Owners Corporation administrative fund that will be used to service the contracts referred to in paragraph (a) is based on the estimate detailed in the draft budget annexed to this Contract;
- (d) that the contracts referred to in paragraph (a) are not available because the Building has not been completed at the date of this Contract;
- (e) except as disclosed in this special condition 78.1, that the Seller or Developer do not intend the Owners Corporation to enter into any contract where there is a personal business relationship between the Seller or the Developer and another party to the contract;
- (f) the default rules and Alternative Rules of the Owners Corporation; and
- (g) the Seller and Developer reserve the right to approve during the Developer Control Period the keeping of not more than 3 small/medium quiet dogs or 3 cats per Unit subject to the following conditions:
  - (i) approval to keep the pet may be withdrawn if the dog or cat causes a nuisance;
  - (ii) the dog or cat must be on a leash when on Common Property; and
  - (iii) compliance with any other conditions of approval for keeping of the pet.

### 78.2 Reasonable grounds

The draft levies have been based on a draft budget prepared by a professional strata manager. The draft levies have then been calculated based on an assumption that the sale prices of the units will be equivalent to the unit entitlements. The Seller and Developer believe that the draft budget and levies attached to this Contract are based on reasonable grounds as required by the *Civil Law (Property) Act 2006 (ACT)*.

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### 79. Amendment to printed terms

The printed terms of the Contract are amended as follows:

- (a) in clause 1.2 insert "and the Developer" after "the Seller";
- (b) in clause 2.6 replace "Seller" with "Developer";
- (c) in clause 2.7 replace "Seller" with "Developer";
- (d) delete clauses 9.2 and 9.3;
- (e) delete clause 10.1;
- (f) in clause 10.2 replace "Seller" with "Developer";
- (g) delete clause 14;
- (h) delete clause 15.5;
- (i) in clause 17.1 insert "and the Developer" after the "Seller";
- (j) in clause 17.1.1 insert "and the Developer" after "Seller" wherever it appears;

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- (k) delete clause 17.1.1(a);
- (l) in clause 17.1.2 insert "and the Developer" after "Seller";
- (m) in clause 17.1.2 replace "does" with "do";
- (n) in clause 17.1.2(e) delete "equally by the parties" and substitute "as to one half by the Seller and the Developer and as to one half by the Buyer";
- (o) in clause 18.1 replace "either party" with "the Seller and the Developer or the Buyer";
- (p) in clause 18, insert a new clause 18.12 to read as follows:  

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

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

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."
- (q) in clause 19.1 insert "and the Developer" after "Seller" wherever it appears;
- (r) in clause 19.1.2 insert "and the Developer" after "Seller" wherever it appears;
- (s) in clause 19.2 insert "and the Developer" after "Seller" wherever it appears;
- (t) in clause 20.1 insert "or the Developer" after "Seller" wherever it appears;
- (u) in clause 20.2 insert ", due to a default of the Seller or Developer" after "terminates";
- (v) delete clause 22.1.1;
- (w) delete clause 22.1.2;
- (x) in clause 26.2.5 delete ". , insert "; or" and insert a new clause 26.2.6 as follows:  

"26.2.6 by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or that the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 6:00pm on a Business Day, on the next Business Day."; and
- (y) delete clause 37.5.2.

---

## 80. Special Conditions Override Printed Terms

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

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## 81. Definitions

### 81.1 Definitions

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

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**"Alternative Rules"** means the proposed rules for the Units Plan as registered under section 27 of the Land Titles (Unit Titles) Act 1970 (ACT), a copy of which is annexed to this Contract.

**"Arrangements"** includes 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 Building Works.

**"Bond"** means either:

- (a) a deposit bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or
- (b) a bank guarantee issued by a bank operating in Australia in form and substance satisfactory to the Seller.

**"Building"** means the building to be constructed on the Land in which the Unit is to be situated.

**"Building Works"** means the construction of the Building on the Land, in accordance with the Plans (but subject to amendments as contemplated by this Contract), together with all Inclusions.

**"Common Property"** means that part of the 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 Titles Act 2001* (ACT).

**"Contract"** means this contract for sale including the Printed Terms and these Special Conditions and any annexure or schedules to it.

**"Defects Liability Period"** means the period of 9 months from but excluding the date of Completion, or from the date the Buyer takes occupation, whichever is earlier.

**"Developer"** means Eastbourne Dev G Pty Limited ACN 665 538 250 and APE Developer P Pty Limited ACN 618 063 568.

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

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

**"Inclusions"** means the inclusions listed in the Schedule of Inclusions.

**"Land"** means Block 5 Section 4 Parkes in the Australian Capital Territory.

**"Owners Corporation"** means the body corporate to be constituted pursuant to the *Unit Titles Act 2001* (ACT) following registration of the Units Plan.

**"Plans"** means the plans and specifications attached to this Contract.

**"Printed Terms"** means the printed terms of the standard ACT Law Society Contract forming part of this Contract.

**"Schedule of Inclusions"** means the schedule of inclusions attached to this Contract.

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

**"Units Plan"** means all of the documents forming part of the units plan registered in respect of the Land in accordance with the *Unit Titles Act 2001* (ACT).

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

## **81.2 Same meanings**

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

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## **82. Investment of Deposit**

### **82.1 Deposit to be Invested**

- (a) The Seller and the Buyer authorise the Stakeholder:
  - (i) to lodge the Deposit with an Australian bank in an interest bearing account in the name of the Stakeholder in trust for the Seller and the Buyer; and
  - (ii) to withdraw the Deposit and interest earned on Completion, rescission or termination of this Contract (whichever occurs); and
  - (iii) to pay the interest earned on the Deposit in accordance with this special condition 82.
- (b) Subject to special condition 82.1(f) if this Contract is completed then the Buyer and the Seller are entitled to share interest earned on the Deposit equally.
- (c) Subject to special condition 82.1(f), if the Seller terminates this Contract because of the Buyer's default, or the Contract is rescinded, then the Seller is entitled to all interest earned on the Deposit.
- (d) Subject to special condition 82.1(f), if the Buyer terminates this Contract because of the Seller's default then the Buyer is entitled to all interest earned on the Deposit.
- (e) The Stakeholder is authorised to deduct bank or other charges and a stakeholder's administration fee of not more than \$330.00 including GST per invested Deposit from the total amount of interest, if any, before the interest is paid under this special condition 82.
- (f) Each party acknowledges that if it does not provide its Tax File Number to the Stakeholder before the Deposit is invested then interest will be paid to the party that does provide its Tax File Number.
- (g) Each party acknowledges that if the cash component of the Deposit (if any) held by the Stakeholder is \$30,000.00 or less, the Stakeholder is not required to invest the Deposit in accordance with this special condition 82.
- (h) Each party also releases the Stakeholder from any liability if the Stakeholder fails to invest, delays investment or cancels the investment earlier than required.

### **82.2 Investment of Deposit not applicable**

Special condition 82 does not apply in respect of the Deposit if the Deposit is paid by way of a Bond or Bank Guarantee in accordance with special condition 58.

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## **83. No objection**

Subject to the Developer complying with its obligations under special condition 64 and unless otherwise permitted by this Contract, the Buyer shall not make any requisition, claim for compensation, delay Completion or rescind or terminate this Contract with respect to any matter disclosed in special conditions 54 to 84.

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## **84. Electronic Transaction**

### **84.1 Electronic signature**

Each party warrants that immediately prior to entering into this Contract, it has unconditionally consented to:

- (a) the requirement for a signature under any law being met; and
- (b) any other party to this Contract executing it,

by any method of electronic signature that other party uses (at that other party's discretion), including signing on an electronic device or by digital signature.

### **84.2 Counterparts and electronic communication**

- (a) This Contract may be executed in any number of counterparts by a party and by the parties on separate counterparts.
- (b) Each counterpart constitutes an original of this Contract, and all together constitute one agreement.
- (c) Where this Contract is executed in counterparts, its date is taken to be the date on which the last of the parties to do so executes its counterpart(s).
- (d) Without limitation, the parties agree that their communication of an offer or acceptance of this Contract, including exchanging counterparts, may be by hand, post, facsimile or any electronic method that evidences that party's execution of this Contract.



**Special Conditions**

**Campbell Resi An East Pty Limited ACN 604 271 150  
ABN 23 604 271 150 (Seller)  
Eastbourne Dev G Pty Limited ACN 665 538 250 & APE Developer P Pty  
Limited ACN 618 063 568**

THE  
**EASTBOURNE**

**Annexure B- Easement**



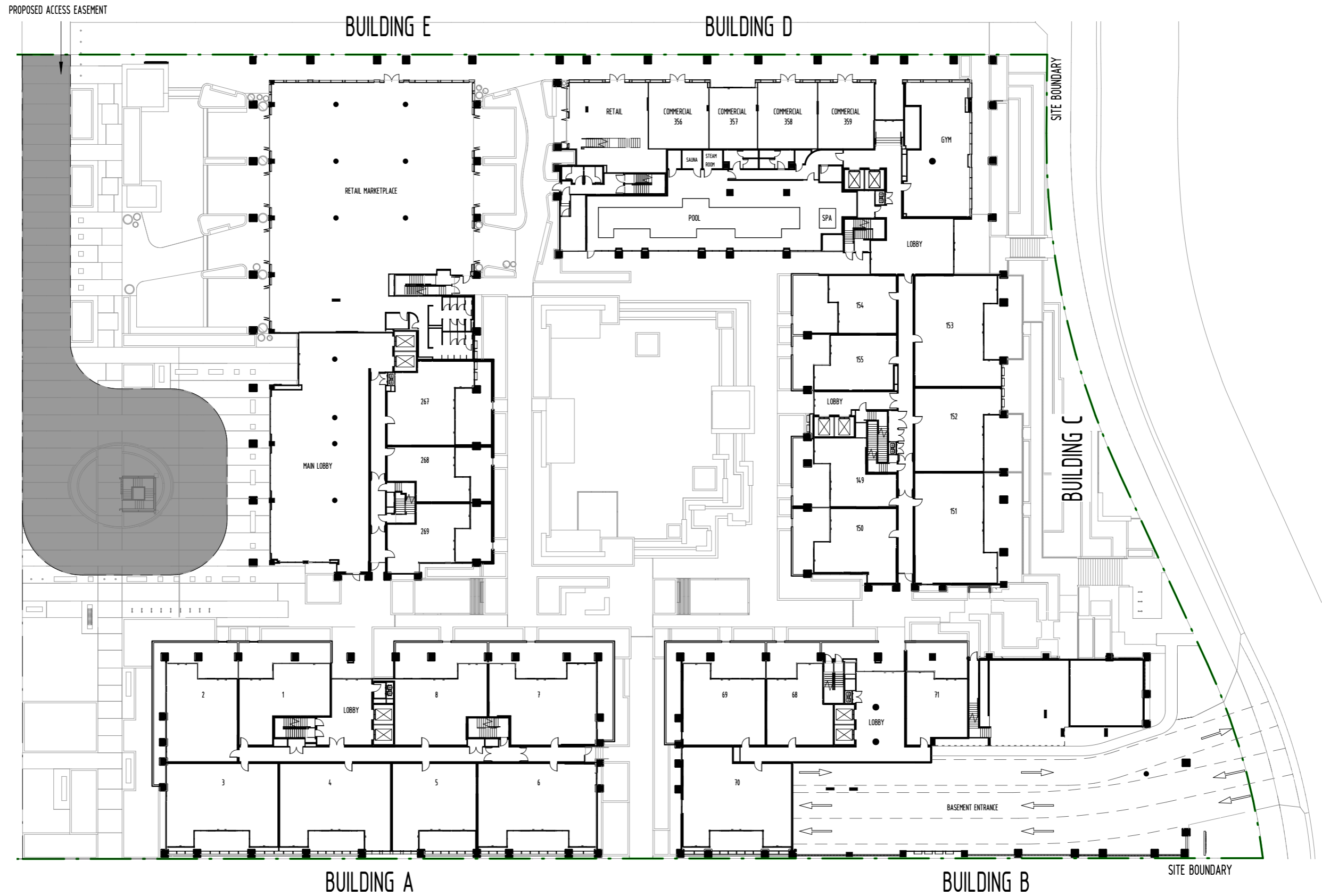
THE EASTBOURNE

BASEMENT 1

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



THE EASTBOURNE

GROUND FLOOR (LEVEL 1)

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3

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**Special Conditions**

**Campbell Resi An East Pty Limited ACN 604 271 150  
ABN 23 604 271 150 (Seller)  
Eastbourne Dev G Pty Limited ACN 665 538 250 & APE Developer P Pty  
Limited ACN 618 063 568**

THE  
**EASTBOURNE**

**Annexure C- Unit Schedule**

## The Eastbourne Master Schedule

Unit	Building	Level	Type	Bed	Bath	Living	Car	Car Space	Car Space	Car Space	Car Space	Car Type
1	A	1	2V	2	2	86.5	2	353	354			Tandem
2	A	1	2D-1	2	2	102.9	2	424	425			SBS
3	A	1	3A	3	2	135.3	2	58	59			DG
4	A	1	3C	3	2	137	2	208	209			DGT
5	A	1	2A	2	2	100.6	2	355	356			SBS
6	A	1	3B-1	3	2	143.9	2	42	43			DG
7	A	1	3N	3	2	120.5	2	206	207			DGT
8	A	1	2U-1	2	2	97.6	2	422	423			SBS
9	A	2	1D	1	1	58	1	211				Single
10	A	2	1D	1	1	56.7	1	210				Single
11	A	2	2D	2	2	102.9	2	378	379			SBS
12	A	2	3A	3	2	135.3	2	335	336			DG
13	A	2	3C	3	2	137	2	322	323			DG
14	A	2	2A	2	2	100.6	2	391	392			SBS
15	A	2	3B	3	2	143	2	320	321			DG
16	A	2	3M	3	2	138.2	2	383	384			SBS
17	A	2	2U	2	2	97.6	2	343	344			SBS
18	A	3	1D	1	1	58	1	216				Single
19	A	3	1D	1	1	56.7	1	215				Single
20	A	3	2D	2	2	102.9	2	366	367			SBS
21	A	3	3A	3	2	135.3	2	505	506			DG
22	A	3	3C	3	2	137	2	316	317			DG
23	A	3	2A	2	2	100.6	2	341	342			SBS
24	A	3	3B	3	2	143	2	503	504			DG
25	A	3	3M	3	2	138.2	2	385	386			SBS
26	A	3	2U	2	2	97.6	2	376	377			SBS
27	A	4	1D	1	1	58	1	213				Single
28	A	4	1D	1	1	56.7	1	212				Single
29	A	4	2D	2	2	102.9	2	362	363			SBS
30	A	4	3A	3	2	135.3	2	499	500			DG
31	A	4	3C	3	2	137	2	507	508			DG
32	A	4	2A	2	2	100.6	2	306	307			SBS
33	A	4	3B	3	2	143	2	501	502			DG
34	A	4	3M	3	2	138.2	2	72	73			SBS
35	A	4	2U	2	2	97.6	2	364	365			SBS
36	A	5	1D	1	1	58	1	218				Single
37	A	5	1D	1	1	56.7	1	217				Single
38	A	5	2D	2	2	102.9	2	357	358			SBS
39	A	5	3A	3	2	135.3	2	396	397			DG
40	A	5	3C	3	2	137	2	337	338			DG
41	A	5	2A	2	2	100.6	2	303	304			SBS
42	A	5	3B	3	2	143	2	398	399			DG
43	A	5	3M	3	2	138.2	2	80	81			SBS
44	A	5	2U	2	2	97.6	2	359	360			SBS
45	A	6	1D	1	1	58	1	301				Single
46	A	6	1D	1	1	56.7	1	302				Single
47	A	6	2D	2	2	102.9	2	387	388			SBS
48	A	6	3A	3	2	135.3	2	497	498			DG
49	A	6	3C	3	2	137	2	312	313			DG
50	A	6	2A	2	2	100.6	2	339	340			DG
51	A	6	3B	3	2	143	2	441	442			DG
52	A	6	3M	3	2	138.2	2	82	83			SBS
53	A	6	2U	2	2	97.6	2	580	581			SBS
54	A	7	1D	1	1	58	1	214				Single
55	A	7	1D	1	1	56.7	1	300				Single
56	A	7	2D	2	2	102.9	2	434	435			SBS
57	A	7	3A	3	2	135.3	2	308	309			DG
58	A	7	3C	3	2	137	2	310	311			DG
59	A	7	2A	2	2	100.6	2	443	444			DG
60	A	7	3B	3	2	143	2	70	71			DG
61	A	7	3M	3	2	138.2	2	84	85			SBS
62	A	7	2U	2	2	97.6	2	432	433			SBS
63	A	8	1D	1	1	58	1	299				Single
64	A	8	PH-A1	3	3	278.6	4	349	350	351	352	QG
65	A	8	PH-A2	3	3	217.8	4	202	203	204	205	QG
66	A	8	PH-A3	3	3	251.8	4	190	191	192	193	QG
67	A	8	2U	2	2	97.6	2	389	390			SBS
68	B	1	2X	2	1	74.2	1	65				Single
69	B	1	2H-1	2	2	96.6	2	130	131			SBS
70	B	1	3D	3	2	147.5	2	566	567			DG
71	B	1	1I	1	1	67.5	1	64				Single
72	B	2	2S	2	1	67.2	1	393				Single
73	B	2	2H	2	2	96.6	2	86	87			SBS
74	B	2	3D	3	2	147.5	2	552	553			DG
75	B	2	2S	2	1	67.5	1	91				Single
76	B	2	2E	2	2	100	2	136	137			SBS
77	B	2	2E	2	2	100	2	138	139			SBS
78	B	2	2S	2	1	67.5	1	132				Single
79	B	2	3E	3	2	131.4	2	531	532			DG
80	B	2	2F	2	2	111.9	2	495	496			SBS
81	B	2	1D	1	1	56.9	1	413				Single
82	B	2	1D	1	1	56.9	1	405				Single
83	B	2	1D	1	1	57.1	1	404				Single
84	B	3	2S	2	1	67.2	1	414				Single

85	B	3	2H	2	2	96.6	2	426	427			SBS
86	B	3	3D	3	2	147.5	2	554	555			DG
87	B	3	2S	2	1	67.5	1	90				Single
88	B	3	2E	2	2	100	2	517	518			SBS
89	B	3	2E	2	2	100	2	157	158			SBS
90	B	3	2S	2	1	67.5	1	89				Single
91	B	3	3E	3	2	131.4	2	556	557			DG
92	B	3	2F	2	2	111.9	2	515	516			SBS
93	B	3	1D	1	1	56.9	1	579				Single
94	B	3	1D	1	1	56.9	1	420				Single
95	B	3	1D	1	1	57.1	1	421				Single
96	B	4	2S	2	1	67.2	1	315				Single
97	B	4	2H	2	2	96.6	2	489	490			SBS
98	B	4	3D	3	2	147.5	2	536	537			DG
99	B	4	2S	2	1	67.5	1	88				Single
100	B	4	2E	2	2	100	2	134	135			SBS
101	B	4	2E	2	2	100	2	153	154			SBS
102	B	4	2S	2	1	67.5	1	133				Single
103	B	4	3E	3	2	131.4	2	534	535			DG
104	B	4	2F	2	2	111.9	2	491	492			SBS
105	B	4	1D	1	1	56.9	1	305				Single
106	B	4	1D	1	1	56.9	1	348				Single
107	B	4	1D	1	1	57.1	1	314				Single
108	B	5	2S	2	1	67.2	1	394				Single
109	B	5	2H	2	2	96.6	2	140	141			SBS
110	B	5	3D	3	2	147.5	2	564	565			DG
111	B	5	2S	2	1	67.5	1	530				Single
112	B	5	2E	2	2	100	2	560	561			DG
113	B	5	2E	2	2	100	2	513	514			SBS
114	B	5	2S	2	1	67.5	1	570				Single
115	B	5	3E	3	2	131.4	2	568	569			DG
116	B	5	2F	2	2	111.9	2	511	512			SBS
117	B	5	1D	1	1	56.9	1	361				Single
118	B	5	1D	1	1	56.9	1	380				Single
119	B	5	1D	1	1	57.1	1	395				Single
120	B	6	2S	2	1	67.2	1	431				Single
121	B	6	2H	2	2	96.6	2	428	429			SBS
122	B	6	3D	3	2	147.5	2	562	563			DG
123	B	6	2S	2	1	67.5	1	181				Single
124	B	6	2E	2	2	100	2	577	578			DG
125	B	6	2E	2	2	100	2	575	576			DG
126	B	6	2S	2	1	67.5	1	180				Single
127	B	6	3E	3	2	131.4	2	159	160			DG
128	B	6	2F	2	2	111.9	2	155	156			SBS
129	B	6	1D	1	1	56.9	1	77				Single
130	B	6	1D	1	1	56.9	1	76				Single
131	B	6	1D	1	1	57.1	1	430				Single
132	B	7	2S	2	1	67.2	1	78				Single
133	B	7	2H	2	2	96.6	2	447	448			SBS
134	B	7	3D	3	2	147.5	2	381	382			DG
135	B	7	2S	2	1	67.5	1	182				Single
136	B	7	2E	2	2	100	2	571	572			DG
137	B	7	2E	2	2	100	2	573	574			DG
138	B	7	2S	2	1	67.5	1	161				Single
139	B	7	3E	3	2	131.4	3	438	439	440		TG
140	B	7	2F	2	2	111.9	0					
141	B	7	1D	1	1	56.9	0					
142	B	7	1D	1	1	56.9	1	75				Single
143	B	7	1D	1	1	57.1	1	79				Single
144	B	8	2S	2	1	67.2	1	533				Single
145	B	8	PH-B1	4	3	290.6	4	194	195	196	197	QG
146	B	8	PH-B2	3	3	241.3	4	538	539	540	541	QG
147	B	8	PH-B3	3	3	295.9	4	198	199	200	201	QG
148	B	8	3L	3	2	117.9	2	445	446			SBS
149	C	1	1E - 2	1	1	63.6	1	419				Single
150	C	1	2Q-1	2	2	84.7	1	416				Single
151	C	1	3F-1	3	2	131.3	2	48	49			DG
152	C	1	2I-1	2	2	101.1	2	113	114			SBS
153	C	1	3K	3	2	139.6	2	474	475			DG
154	C	1	1H	1	1	61.1	1	418				Single
155	C	1	2W-1	2	1	65.9	1	417				Single
156	C	2	1E	1	1	63.6	1	415				Single
157	C	2	2Q	2	2	84.7	1	453				Single
158	C	2	3F	3	2	130.2	2	188	189			DG
159	C	2	2I	2	2	101.1	2	459	460			SBS
160	C	2	2I	2	2	100.3	2	111	112			SBS
161	C	2	2J	2	2	108.3	2	436	437			Tandem
162	C	2	2W	2	1	65.9	1	450				Single
163	C	3	1E	1	1	63.6	1	454				Single
164	C	3	2K	2	2	99.7	1	456				Single
165	C	3	3F	3	2	130.2	2	550	551			DG
166	C	3	2I	2	2	101.1	2	149	150			SBS
167	C	3	2I	2	2	100.3	2	457	458			SBS
168	C	3	2J	2	2	108.3	2	177	178			Tandem
169	C	3	2W	2	1	65.9	1	455				Single
170	C	4	1E	1	1	63.6	1	92				Single
171	C	4	2K	2	2	99.7	1	94				Single

172	C	4	3F	3	2	130.2	2	548	549			DG
173	C	4	2I	2	2	101.1	2	519	520			SBS
174	C	4	2I	2	2	100.3	2	151	152			SBS
175	C	4	2J	2	2	108.3	2	116	117			Tandem
176	C	4	2W	2	1	65.9	1	93				Single
177	C	5	1E	1	1	63.6	1	95				Single
178	C	5	2K	2	2	99.7	1	527				Single
179	C	5	3F	3	2	130.2	2	528	529			DG
180	C	5	2I	2	2	101.1	2	173	174			SBS
181	C	5	2I	2	2	100.3	2	171	172			SBS
182	C	5	2J	2	2	108.3	2	118	119			Tandem
183	C	5	2W	2	1	65.9	1	546				Single
184	C	6	1E	1	1	63.6	1	449				Single
185	C	6	2K	2	2	99.7	1	142				Single
186	C	6	3F	3	2	130.2	2	186	187			DG
187	C	6	2I	2	2	101.1	2	521	522			SBS
188	C	6	2I	2	2	100.3	2	175	176			SBS
189	C	6	2J	2	2	108.3	2	462	463			Tandem
190	C	6	2W	2	1	65.9	1	96				Single
191	C	7	1E	1	1	63.6	1	488				Single
192	C	7	2K	2	2	99.7	1	179				Single
193	C	7	3F	3	2	130.2	2	121	122			DG
194	C	7	2I	2	2	101.1	2	525	526			SBS
195	C	7	2I	2	2	100.3	2	523	524			SBS
196	C	7	2J	2	2	108.3	2	464	465			Tandem
197	C	7	2W	2	1	65.9	1	170				Single
198	C	8	PH-C1	3	2	173.3	2	184	185			DG
199	C	8	PH-C2	3	3	223	4	162	163	164	165	QG
200	C	8	PH-C3	4	3	259.9	3	467	468	469		TG
201	D	2	2Y	2	1	73.2	1	104				Single
202	D	2	2C-1	2	2	97.3	2	126	127			SBS
203	D	2	1D	1	1	56.9	1	101				Single
204	D	2	2M	2	2	87.9	2	124	125			SBS
205	D	3	2Y	2	1	73.2	1	263				Single
206	D	3	2C-1	2	2	97.3	2	128	129			SBS
207	D	3	1D	1	1	56.9	1	410				Single
208	D	3	2M	2	2	87.9	2	143	144			SBS
209	D	3	2C-2	2	2	101.1	2	102	103			SBS
210	D	3	2C	2	2	98.6	2	147	148			SBS
211	D	3	2C	2	2	98.6	2	145	146			SBS
212	D	3	2S	2	1	66.7	1	115				Single
213	D	3	3G	3	2	160.2	2	476	477			DG
214	D	3	1D-1	1	1	56.9	1	26				Single
215	D	3	2L	2	2	93.2	1	547				Single
216	D	4	2Y	2	1	73.2	1	248				Single
217	D	4	2C-1	2	2	97.3	2	259	260			SBS
218	D	4	1D	1	1	56.9	1	249				Single
219	D	4	2M	2	2	87.9	2	261	262			SBS
220	D	4	2C-2	2	2	101.1	2	472	473			SBS
221	D	4	2C	2	2	98.6	2	408	409			SBS
222	D	4	2C	2	2	98.6	2	406	407			SBS
223	D	4	2S	2	1	66.7	1	120				Single
224	D	4	3G	3	2	160.2	2	276	277			DG
225	D	4	1D-1	1	1	56.9	1	250				Single
226	D	4	2L	2	2	93.2	1	461				Single
227	D	5	2Y	2	1	73.2	1	245				Single
228	D	5	2C-1	2	2	97.3	2	451	452			SBS
229	D	5	1D	1	1	56.9	1	246				Single
230	D	5	2M	2	2	87.9	2	486	487			SBS
231	D	5	2C-2	2	2	101.1	2	264	265			SBS
232	D	5	2C	2	2	98.6	2	482	483			SBS
233	D	5	2C	2	2	98.6	2	484	485			SBS
234	D	5	2S	2	1	66.7	1	123				Single
235	D	5	3G	3	2	160.2	2	479	480			DG
236	D	5	1D-1	1	1	56.9	1	247				Single
237	D	5	2L	2	2	93.2	1	466				Single
238	D	6	2Y	2	1	73.2	1	370				Single
239	D	6	2C-1	2	2	97.3	2	22	23			SBS
240	D	6	1D	1	1	56.9	1	244				Single
241	D	6	2M	2	2	87.9	2	24	25			SBS
242	D	6	2C-2	2	2	101.1	2	109	110			SBS
243	D	6	2C	2	2	98.6	2	31	32			SBS
244	D	6	2C	2	2	98.6	2	29	30			SBS
245	D	6	2S	2	1	66.7	1	183				Single
246	D	6	3G	3	2	160.2	2	33	34			DG
247	D	6	1D-1	1	1	56.9	1	243				Single
248	D	6	2L	2	2	93.2	1	481				Single
249	D	7	2Y	2	1	73.2	1	372				Single
250	D	7	2C-1	2	2	97.3	2	27	28			SBS
251	D	7	1D	1	1	56.9	1	371				Single
252	D	7	2M	2	2	87.9	2	105	106			SBS
253	D	7	2C-2	2	2	101.1	2	272	273			SBS
254	D	7	2C	2	2	98.6	2	274	275			SBS
255	D	7	2C	2	2	98.6	2	270	271			SBS
256	D	7	2S	2	1	66.7	1	37				Single
257	D	7	3G	3	2	160.2	2	35	36			DG
258	D	7	1D-1	1	1	56.9	1	373				Single

259	D	7	2L	2	2	93.2	1	478					Single
260	D	8	2Y	2	1	73.2	1	278					Single
261	D	8	2C-1	2	2	97.3	2	266	267				SBS
262	D	8	1D	1	1	56.9	1	324					Single
263	D	8	2M	2	2	87.9	2	268	269				SBS
264	D	8	PH-D1	3	3	180.5	2	107	108				DG
265	D	8	PH-D2	3	2	150.2	2	38	39				DG
266	D	8	PH-D3	4	3	280.9	4	166	167	168	169		QG
267	E	1	2O-1	2	2	92.9	1	559					Single Garage
268	E	1	1D-2	1	1	57.8	1	298					Single
269	E	1	1F-2	1	1	67.8	1	219					Single
270	E	2	2O	2	2	92.9	1	99					Single
271	E	2	1D	1	1	57.8	1	97					Single
272	E	2	1F	1	1	67.8	1	220					Single
273	E	2	2R	2	2	80.6	1	98					Single
274	E	3	2O	2	2	92.9	1	6					Single
275	E	3	1D	1	1	57.8	1	296					Single
276	E	3	1F	1	1	67.8	1	297					Single
277	E	3	2N	2	2	88.3	2	325	326				SBS
278	E	3	2B	2	1	74.4	1	100					Single
279	E	3	2G	2	2	110.9	2	50	51				SBS
280	E	3	2G	2	2	110.9	2	52	53				SBS
281	E	3	2T	2	1	69.6	1	235					Single
282	E	3	2B	2	1	74.4	1	234					Single
283	E	3	3H-1	3	2	158.7	2	318	319				DG
284	E	3	2P-1	2	2	98.1	2	12	13				SBS
285	E	3	1D	1	1	57.1	1	222					Single
286	E	3	1D	1	1	57.8	1	221					Single
287	E	3	2O-2	2	2	82.2	1	5					Single
288	E	4	2O	2	2	92.9	1	240					Single
289	E	4	1D	1	1	57.8	1	294					Single
290	E	4	1F	1	1	67.8	1	295					Single
291	E	4	2N	2	2	88.3	2	14	15				SBS
292	E	4	2B	2	1	74.4	1	238					Single
293	E	4	2G	2	2	110.9	2	20	21				SBS
294	E	4	2G	2	2	110.9	2	18	19				SBS
295	E	4	2T	2	1	69.6	1	237					Single
296	E	4	2B	2	1	74.4	1	236					Single
297	E	4	3H	3	2	158.7	2	60	61				DG
298	E	4	2P	2	2	98.1	2	16	17				SBS
299	E	4	1D	1	1	57.1	1	224					Single
300	E	4	1D	1	1	57.8	1	223					Single
301	E	4	2O-2	2	2	82.2	1	239					Single
302	E	5	2O	2	2	92.9	1	10					Single
303	E	5	1D	1	1	57.8	1	292					Single
304	E	5	1F	1	1	67.8	1	293					Single
305	E	5	2N	2	2	88.3	2	54	55				SBS
306	E	5	2B	2	1	74.4	1	40					Single
307	E	5	2G	2	2	110.9	2	255	256				SBS
308	E	5	2G	2	2	110.9	2	253	254				SBS
309	E	5	2T	2	1	69.6	1	8					Single
310	E	5	2B	2	1	74.4	1	7					Single
311	E	5	3H	3	2	158.7	2	400	401				DG
312	E	5	2P	2	2	98.1	2	251	252				SBS
313	E	5	1D	1	1	57.1	1	226					Single
314	E	5	1D	1	1	57.8	1	225					Single
315	E	5	2O-2	2	2	82.2	1	9					Single
316	E	6	2O	2	2	92.9	1	284					Single
317	E	6	1D	1	1	57.8	1	290					Single
318	E	6	1F	1	1	67.8	1	291					Single
319	E	6	2N	2	2	88.3	2	368	369				SBS
320	E	6	2B	2	1	74.4	1	241					Single
321	E	6	2G	2	2	110.9	2	257	258				SBS
322	E	6	2G	2	2	110.9	2	374	375				SBS
323	E	6	2T	2	1	69.6	1	41					Single
324	E	6	2B	2	1	74.4	1	11					Single
325	E	6	3H	3	2	158.7	2	62	63				DG
326	E	6	2P	2	2	98.1	2	327	328				SBS
327	E	6	1D	1	1	57.1	1	228					Single
328	E	6	1D	1	1	57.8	1	227					Single
329	E	6	2O-2	2	2	82.2	1	286					Single
330	E	7	2O	2	2	92.9	1	279					Single
331	E	7	1D	1	1	57.8	1	289					Single
332	E	7	1F	1	1	67.8	1	288					Single
333	E	7	2N	2	2	88.3	2	56	57				SBS
334	E	7	2B	2	1	74.4	1	242					Single
335	E	7	2G	2	2	110.9	2	331	332				SBS
336	E	7	2G	2	2	110.9	2	329	330				SBS
337	E	7	2T	2	1	69.6	1	283					Single
338	E	7	2B	2	1	74.4	1	285					Single
339	E	7	3H	3	2	158.7	2	66	67				DG
340	E	7	2P	2	2	98.1	2	333	334				SBS
341	E	7	1D	1	1	57.1	1	230					Single
342	E	7	1D	1	1	57.8	1	229					Single
343	E	7	2O-2	2	2	82.2	1	280					Single
344	E	8	2O	2	2	92.9	2	411	412				Tandem
345	E	8	1D	1	1	57.8	1	287					Single

346	E	8	PH-E1	3	2	229.9	2	46	47			DG
347	E	8	PH-E2	3	3	202	2	68	69			DG
348	E	8	2T	2	1	69.6	1	282				Single
349	E	8	2B	2	1	74.4	1	281				Single
350	E	8	PH-E3	3	3	247.9	3	345	346	347		TG
351	E	8	1D	1	1	57.1	1	232				Single
352	E	8	1D	1	1	57.8	1	231				Single
353	E	8	2O-2	2	2	82.2	2	470	471			Tandem
<b>Unit</b>	<b>Building</b>	<b>Level</b>	<b>Type</b>	<b>Bed</b>	<b>Bath</b>	<b>Living</b>	<b>Car</b>	<b>Car Space</b>	<b>Car Space</b>			<b>Car Type</b>
354	E	1	ET			795	72	Retail 1 to	Retail 72			
355	D	1	ET			162.3	TBC					
356	D	1	COM			65.3	1	1				
357	D	1	COM			47.3	1	2				
358	D	1	COM			65.2	1	3				
359	D	1	COM			62.2	1	4				



CAMPBELL RESI AN EAST PTY LIMITED  
LEVEL 12  
68 NORTHBOURNE AVENUE  
CANBERRA ACT 2601

Our reference: 7150807180815  
Phone: 13 28 66  
16 July 2024

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410958998848
Vendor name	CAMPBELL RESI AN EAST PTY LIMITED
Clearance Certificate Period	16 July 2024 to 16 July 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

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**civium**

# Eastbourne Two Year Budget

[civium.com.au](http://civium.com.au)





# Expected Budget

## Preparing Two Year Budget Estimates

Our extensive experience in the management of a range of properties has provided us with the knowledge necessary to prepare two year budget estimates and budget notes for a development in the early stages. These budgets are estimates and may vary upon production of the formal schedule of unit entitlements and final stages of construction.

## About Eastbourne

We are thrilled to present our Strata Budget Proposal for the Eastbourne development. To accompany this budget, we will set you up with a team of experts who act as your personal advisors, elevating your Owner's Corporation living experience.

We have partnered with Amalgamated Property Group, to support their vision for the Eastbourne development. This project combines commercial and residential properties to meet the diverse needs of the Parkes community.

Our approach at Civium goes beyond just managing finances. We are dedicated to creating thriving communities that positively impact residents' lives. We have tailored the budget to align with our vision for how this building will become an iconic part of the community.

We are delighted to be part of this project and look forward to supporting the Eastbourne community with their strata affairs.

<b>Shared Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>FINANCE</b>		
Auditor	\$5,000.00	\$5,250.00
BAS/TAX Lodgement	\$480.00	\$504.00
<b>MANAGEMENT FEES</b>		
CFM   Onsite Team (Concierge & Building Management)	\$175,000.00	\$183,750.00
Strata Management	\$172,320.00	\$180,936.00
<b>MAINTENANCE</b>		
HVAC	\$1,500.00	\$6,300.00
Roller Door	\$5,000.00	\$15,000.00
Plumbing & Pumps	\$6,000.00	\$21,000.00
Building	\$15,000.00	\$15,750.00
Electrical	\$10,000.00	\$15,000.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Windows	\$40,000.00	\$42,000.00
Grounds & Garden Maintenance	\$32,760.00	\$34,398.00
<b>SYSTEMS &amp; SERVICES</b>		
Fire Protection Services	\$9,000.00	\$11,500.00
Telephone & Internet Services	\$1,000.00	\$1,050.00
Security Access System	\$5,000.00	\$5,000.00
<b>INSURANCE</b>		
Insurance	\$160,000.00	\$85,000.00
Insurance Valuation	\$2,000.00	\$0.00
<b>UTILITIES</b>		
Electricity (Common)	\$70,000.00	\$73,500.00
Water Consumption	\$40,000.00	\$42,000.00
<b>REPORTS</b>		
Third Party Defect Inspection Report	\$25,000.00	\$0.00
PPM & Asset Report	\$1,500.00	\$0.00
AS1851 Inspection (Passive / Fire Door Testing)	\$10,000.00	\$10,500.00
Height Safety Certification	\$1,100.00	\$0.00
<b>SINKING FUND</b>		
Sinking Fund Forecast	\$2,000.00	\$0.00
<b>CONTINGENCY</b>		
Contingency Line	\$95,000.00	\$99,750.00
GST On Expenses (10%)	\$88,466.00	\$84,818.80
<b>TOTAL</b>	<b>\$973,126.00</b>	<b>\$933,006.80</b>

<b>Residential Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>MANAGEMENT FEES</b>		
Assisted Move-In Period (4 weeks from UTAR)	\$12,000.00	\$15,750.00
<b>MAINTENANCE</b>		
Lifts	\$9,950.00	\$59,700.00
Gym Expenses	\$5,000.00	\$5,250.00
Pool & Spa Maintenance & Cleaning	\$12,500.00	\$13,125.00
Sauna & Steam Room Maintenance & Cleaning	\$5,000.00	\$5,250.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Building	\$191,325.00	\$200,891.25
Cleaning   Carpet	\$7,500.00	\$7,875.00
Cleaning   Basement Carpark	\$4,400.00	\$4,620.00
Cleaning   Garbage Chutes / Unblocking	\$2,500.00	\$2,625.00
GST On Expenses (10%)	\$24,922.50	\$29,963.63
<b>TOTAL</b>	<b>\$275,192.50</b>	<b>\$329,269.88</b>

<b>Commercial Admin Budget Contributions</b>	<b>Year 1</b>	<b>Year 2</b>
<b>MAINTENANCE</b>		
Lifts	\$50.00	\$300.00
<b>CLEANING &amp; GARDENING</b>		
Cleaning   Building	\$6,000.00	\$6,300.00
Cleaning   Basement Carpark	\$600.00	\$630.00
GST On Expenses (10%)	\$665.00	\$723.00
<b>TOTAL</b>	<b>\$7,315.00</b>	<b>\$7,953.00</b>

<b>TOTAL</b>	<b>\$1,255,633.50</b>	<b>\$1,270,229.68</b>
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Lot No.	Unit No.	Level	UOE	Unit Type	Year 1 Admin Fund	Year 2 Admin Fund
1	1	1	292	RESIDENTIAL	\$3,664.36	\$3,709.58
2	2	1	380	RESIDENTIAL	\$4,771.99	\$4,830.87
3	3	1	367	RESIDENTIAL	\$4,611.64	\$4,668.54
4	4	1	368	RESIDENTIAL	\$4,626.48	\$4,683.57
5	5	1	280	RESIDENTIAL	\$3,515.89	\$3,559.27
6	6	1	392	RESIDENTIAL	\$4,929.37	\$4,990.20
7	7	1	449	RESIDENTIAL	\$5,645.02	\$5,714.68
8	8	1	335	RESIDENTIAL	\$4,210.75	\$4,262.71
9	9	2	163	RESIDENTIAL	\$2,043.02	\$2,068.23
10	10	2	159	RESIDENTIAL	\$1,992.54	\$2,017.12
11	11	2	275	RESIDENTIAL	\$3,459.47	\$3,502.16
12	12	2	367	RESIDENTIAL	\$4,611.64	\$4,668.54
13	13	2	368	RESIDENTIAL	\$4,626.48	\$4,683.57
14	14	2	280	RESIDENTIAL	\$3,515.89	\$3,559.27
15	15	2	390	RESIDENTIAL	\$4,902.65	\$4,963.14
16	16	2	370	RESIDENTIAL	\$4,644.30	\$4,701.61
17	17	2	280	RESIDENTIAL	\$3,515.89	\$3,559.27
18	18	3	172	RESIDENTIAL	\$2,155.86	\$2,182.46
19	19	3	168	RESIDENTIAL	\$2,108.35	\$2,134.36
20	20	3	287	RESIDENTIAL	\$3,604.97	\$3,649.46
21	21	3	385	RESIDENTIAL	\$4,840.29	\$4,900.01
22	22	3	382	RESIDENTIAL	\$4,795.74	\$4,854.92
23	23	3	289	RESIDENTIAL	\$3,631.70	\$3,676.51
24	24	3	409	RESIDENTIAL	\$5,140.21	\$5,203.63
25	25	3	387	RESIDENTIAL	\$4,864.04	\$4,924.06
26	26	3	295	RESIDENTIAL	\$3,705.94	\$3,751.67
27	27	4	163	RESIDENTIAL	\$2,043.02	\$2,068.23
28	28	4	159	RESIDENTIAL	\$1,992.54	\$2,017.12
29	29	4	275	RESIDENTIAL	\$3,459.47	\$3,502.16
30	30	4	367	RESIDENTIAL	\$4,611.64	\$4,668.54
31	31	4	368	RESIDENTIAL	\$4,626.48	\$4,683.57
32	32	4	280	RESIDENTIAL	\$3,515.89	\$3,559.27
33	33	4	390	RESIDENTIAL	\$4,902.65	\$4,963.14
34	34	4	370	RESIDENTIAL	\$4,644.30	\$4,701.61
35	35	4	280	RESIDENTIAL	\$3,515.89	\$3,559.27
36	36	5	163	RESIDENTIAL	\$2,043.02	\$2,068.23
37	37	5	159	RESIDENTIAL	\$1,992.54	\$2,017.12
38	38	5	275	RESIDENTIAL	\$3,459.47	\$3,502.16
39	39	5	367	RESIDENTIAL	\$4,611.64	\$4,668.54
40	40	5	368	RESIDENTIAL	\$4,626.48	\$4,683.57
41	41	5	280	RESIDENTIAL	\$3,515.89	\$3,559.27
42	42	5	390	RESIDENTIAL	\$4,902.65	\$4,963.14
43	43	5	370	RESIDENTIAL	\$4,644.30	\$4,701.61
44	44	5	280	RESIDENTIAL	\$3,515.89	\$3,559.27
45	45	6	163	RESIDENTIAL	\$2,043.02	\$2,068.23
46	46	6	159	RESIDENTIAL	\$1,992.54	\$2,017.12
47	47	6	275	RESIDENTIAL	\$3,459.47	\$3,502.16
48	48	6	367	RESIDENTIAL	\$4,611.64	\$4,668.54

49	49	6	368	RESIDENTIAL	\$4,626.48	\$4,683.57
50	50	6	280	RESIDENTIAL	\$3,515.89	\$3,559.27
51	51	6	390	RESIDENTIAL	\$4,902.65	\$4,963.14
52	52	6	370	RESIDENTIAL	\$4,644.30	\$4,701.61
53	53	6	280	RESIDENTIAL	\$3,515.89	\$3,559.27
54	54	7	163	RESIDENTIAL	\$2,043.02	\$2,068.23
55	55	7	159	RESIDENTIAL	\$1,992.54	\$2,017.12
56	56	7	275	RESIDENTIAL	\$3,459.47	\$3,502.16
57	57	7	367	RESIDENTIAL	\$4,611.64	\$4,668.54
58	58	7	368	RESIDENTIAL	\$4,626.48	\$4,683.57
59	59	7	280	RESIDENTIAL	\$3,515.89	\$3,559.27
60	60	7	390	RESIDENTIAL	\$4,902.65	\$4,963.14
61	61	7	370	RESIDENTIAL	\$4,644.30	\$4,701.61
62	62	7	280	RESIDENTIAL	\$3,515.89	\$3,559.27
63	63	8	163	RESIDENTIAL	\$2,043.02	\$2,068.23
64	64	8	814	RESIDENTIAL	\$10,226.96	\$10,353.16
65	65	8	645	RESIDENTIAL	\$8,106.74	\$8,206.77
66	66	8	754	RESIDENTIAL	\$9,475.68	\$9,592.60
67	67	8	280	RESIDENTIAL	\$3,515.89	\$3,559.27
68	68	1	233	RESIDENTIAL	\$2,924.96	\$2,961.05
69	69	1	376	RESIDENTIAL	\$4,727.45	\$4,785.78
70	70	1	395	RESIDENTIAL	\$4,959.07	\$5,020.26
71	71	2	232	RESIDENTIAL	\$2,913.08	\$2,949.03
72	72	2	184	RESIDENTIAL	\$2,307.30	\$2,335.77
73	73	2	270	RESIDENTIAL	\$3,397.11	\$3,439.03
74	74	2	395	RESIDENTIAL	\$4,959.07	\$5,020.26
75	75	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
76	76	2	276	RESIDENTIAL	\$3,468.38	\$3,511.18
77	77	2	276	RESIDENTIAL	\$3,468.38	\$3,511.18
78	78	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
79	79	2	357	RESIDENTIAL	\$4,480.98	\$4,536.27
80	80	2	315	RESIDENTIAL	\$3,961.31	\$4,010.20
81	81	2	159	RESIDENTIAL	\$1,998.47	\$2,023.13
82	82	2	159	RESIDENTIAL	\$1,998.47	\$2,023.13
83	83	3	160	RESIDENTIAL	\$2,004.41	\$2,029.15
84	84	3	192	RESIDENTIAL	\$2,411.23	\$2,440.99
85	85	3	283	RESIDENTIAL	\$3,554.49	\$3,598.35
86	86	3	410	RESIDENTIAL	\$5,155.05	\$5,218.66
87	87	3	193	RESIDENTIAL	\$2,429.05	\$2,459.03
88	88	3	284	RESIDENTIAL	\$3,569.34	\$3,613.38
89	89	3	284	RESIDENTIAL	\$3,569.34	\$3,613.38
90	90	3	193	RESIDENTIAL	\$2,429.05	\$2,459.03
91	91	3	372	RESIDENTIAL	\$4,676.96	\$4,734.68
92	92	3	330	RESIDENTIAL	\$4,142.45	\$4,193.57
93	93	3	167	RESIDENTIAL	\$2,102.41	\$2,128.35
94	94	3	167	RESIDENTIAL	\$2,102.41	\$2,128.35

95	95	4	168	RESIDENTIAL	\$2,111.32	\$2,137.37
96	96	4	184	RESIDENTIAL	\$2,307.30	\$2,335.77
97	97	4	270	RESIDENTIAL	\$3,397.11	\$3,439.03
98	98	4	395	RESIDENTIAL	\$4,959.07	\$5,020.26
99	99	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
100	100	4	276	RESIDENTIAL	\$3,468.38	\$3,511.18
101	101	4	276	RESIDENTIAL	\$3,468.38	\$3,511.18
102	102	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
103	103	4	357	RESIDENTIAL	\$4,480.98	\$4,536.27
104	104	4	315	RESIDENTIAL	\$3,961.31	\$4,010.20
105	105	4	159	RESIDENTIAL	\$1,998.47	\$2,023.13
106	106	4	159	RESIDENTIAL	\$1,998.47	\$2,023.13
107	107	5	160	RESIDENTIAL	\$2,004.41	\$2,029.15
108	108	5	184	RESIDENTIAL	\$2,307.30	\$2,335.77
109	109	5	270	RESIDENTIAL	\$3,397.11	\$3,439.03
110	110	5	395	RESIDENTIAL	\$4,959.07	\$5,020.26
111	111	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
112	112	5	276	RESIDENTIAL	\$3,468.38	\$3,511.18
113	113	5	276	RESIDENTIAL	\$3,468.38	\$3,511.18
114	114	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
115	115	5	357	RESIDENTIAL	\$4,480.98	\$4,536.27
116	116	5	315	RESIDENTIAL	\$3,961.31	\$4,010.20
117	117	5	159	RESIDENTIAL	\$1,998.47	\$2,023.13
118	118	5	159	RESIDENTIAL	\$1,998.47	\$2,023.13
119	119	6	160	RESIDENTIAL	\$2,004.41	\$2,029.15
120	120	6	184	RESIDENTIAL	\$2,307.30	\$2,335.77
121	121	6	270	RESIDENTIAL	\$3,397.11	\$3,439.03
122	122	6	395	RESIDENTIAL	\$4,959.07	\$5,020.26
123	123	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
124	124	6	276	RESIDENTIAL	\$3,468.38	\$3,511.18
125	125	6	276	RESIDENTIAL	\$3,468.38	\$3,511.18
126	126	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
127	127	6	357	RESIDENTIAL	\$4,480.98	\$4,536.27
128	128	6	315	RESIDENTIAL	\$3,961.31	\$4,010.20
129	129	6	159	RESIDENTIAL	\$1,998.47	\$2,023.13
130	130	6	159	RESIDENTIAL	\$1,998.47	\$2,023.13
131	131	7	160	RESIDENTIAL	\$2,004.41	\$2,029.15
132	132	7	184	RESIDENTIAL	\$2,307.30	\$2,335.77
133	133	7	270	RESIDENTIAL	\$3,397.11	\$3,439.03
134	134	7	395	RESIDENTIAL	\$4,959.07	\$5,020.26
135	135	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
136	136	7	276	RESIDENTIAL	\$3,468.38	\$3,511.18
137	137	7	276	RESIDENTIAL	\$3,468.38	\$3,511.18
138	138	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
139	139	7	357	RESIDENTIAL	\$4,480.98	\$4,536.27
140	140	7	315	RESIDENTIAL	\$3,961.31	\$4,010.20
141	141	7	159	RESIDENTIAL	\$1,998.47	\$2,023.13
142	142	7	159	RESIDENTIAL	\$1,998.47	\$2,023.13
143	143	8	160	RESIDENTIAL	\$2,004.41	\$2,029.15

144	144	8	184	RESIDENTIAL	\$2,307.30	\$2,335.77
145	145	8	864	RESIDENTIAL	\$10,859.47	\$10,993.47
146	146	8	732	RESIDENTIAL	\$9,190.61	\$9,304.01
147	147	8	884	RESIDENTIAL	\$11,108.90	\$11,245.98
148	148	1	323	RESIDENTIAL	\$4,053.37	\$4,103.39
149	149	1	228	RESIDENTIAL	\$2,862.60	\$2,897.92
150	150	1	270	RESIDENTIAL	\$3,394.14	\$3,436.02
151	151	1	447	RESIDENTIAL	\$5,621.27	\$5,690.63
152	152	1	318	RESIDENTIAL	\$3,993.98	\$4,043.26
153	153	1	430	RESIDENTIAL	\$5,404.49	\$5,471.18
154	154	1	231	RESIDENTIAL	\$2,898.23	\$2,934.00
155	155	2	215	RESIDENTIAL	\$2,696.31	\$2,729.58
156	156	2	185	RESIDENTIAL	\$2,325.12	\$2,353.81
157	157	2	232	RESIDENTIAL	\$2,916.05	\$2,952.03
158	158	2	362	RESIDENTIAL	\$4,552.25	\$4,608.42
159	159	2	275	RESIDENTIAL	\$3,453.53	\$3,496.14
160	160	2	273	RESIDENTIAL	\$3,429.77	\$3,472.10
161	161	2	304	RESIDENTIAL	\$3,812.84	\$3,859.89
162	162	3	181	RESIDENTIAL	\$2,274.64	\$2,302.71
163	163	3	196	RESIDENTIAL	\$2,464.69	\$2,495.10
164	164	3	277	RESIDENTIAL	\$3,480.26	\$3,523.20
165	165	3	380	RESIDENTIAL	\$4,777.93	\$4,836.88
166	166	3	284	RESIDENTIAL	\$3,566.37	\$3,610.38
167	167	3	282	RESIDENTIAL	\$3,542.61	\$3,586.33
168	168	3	308	RESIDENTIAL	\$3,869.26	\$3,917.00
169	169	4	190	RESIDENTIAL	\$2,381.54	\$2,410.93
170	170	4	185	RESIDENTIAL	\$2,325.12	\$2,353.81
171	171	4	268	RESIDENTIAL	\$3,361.48	\$3,402.95
172	172	4	362	RESIDENTIAL	\$4,552.25	\$4,608.42
173	173	4	275	RESIDENTIAL	\$3,453.53	\$3,496.14
174	174	4	273	RESIDENTIAL	\$3,429.77	\$3,472.10
175	175	4	304	RESIDENTIAL	\$3,812.84	\$3,859.89
176	176	5	181	RESIDENTIAL	\$2,274.64	\$2,302.71
177	177	5	185	RESIDENTIAL	\$2,325.12	\$2,353.81
178	178	5	268	RESIDENTIAL	\$3,361.48	\$3,402.95
179	179	5	362	RESIDENTIAL	\$4,552.25	\$4,608.42
180	180	5	275	RESIDENTIAL	\$3,453.53	\$3,496.14
181	181	5	273	RESIDENTIAL	\$3,429.77	\$3,472.10
182	182	5	304	RESIDENTIAL	\$3,812.84	\$3,859.89
183	183	6	181	RESIDENTIAL	\$2,274.64	\$2,302.71
184	184	6	185	RESIDENTIAL	\$2,325.12	\$2,353.81
185	185	6	268	RESIDENTIAL	\$3,361.48	\$3,402.95
186	186	6	362	RESIDENTIAL	\$4,552.25	\$4,608.42
187	187	6	275	RESIDENTIAL	\$3,453.53	\$3,496.14
188	188	6	273	RESIDENTIAL	\$3,429.77	\$3,472.10
189	189	6	304	RESIDENTIAL	\$3,812.84	\$3,859.89
190	190	7	181	RESIDENTIAL	\$2,274.64	\$2,302.71
191	191	7	185	RESIDENTIAL	\$2,325.12	\$2,353.81
192	192	7	268	RESIDENTIAL	\$3,361.48	\$3,402.95
193	193	7	362	RESIDENTIAL	\$4,552.25	\$4,608.42
194	194	7	275	RESIDENTIAL	\$3,453.53	\$3,496.14

195	195	7	273	RESIDENTIAL	\$3,429.77	\$3,472.10
196	196	7	304	RESIDENTIAL	\$3,812.84	\$3,859.89
197	197	8	181	RESIDENTIAL	\$2,274.64	\$2,302.71
198	198	8	474	RESIDENTIAL	\$5,950.88	\$6,024.31
199	199	8	636	RESIDENTIAL	\$7,990.93	\$8,089.53
200	200	2	761	RESIDENTIAL	\$9,555.85	\$9,673.77
201	201	2	197	RESIDENTIAL	\$2,470.62	\$2,501.11
202	202	2	270	RESIDENTIAL	\$3,397.11	\$3,439.03
203	203	2	158	RESIDENTIAL	\$1,980.66	\$2,005.10
204	204	3	250	RESIDENTIAL	\$3,144.70	\$3,183.51
205	205	3	206	RESIDENTIAL	\$2,583.47	\$2,615.34
206	206	3	284	RESIDENTIAL	\$3,566.37	\$3,610.38
207	207	3	167	RESIDENTIAL	\$2,099.44	\$2,125.34
208	208	3	264	RESIDENTIAL	\$3,313.96	\$3,354.86
209	209	3	297	RESIDENTIAL	\$3,735.63	\$3,781.73
210	210	3	270	RESIDENTIAL	\$3,391.17	\$3,433.02
211	211	3	270	RESIDENTIAL	\$3,391.17	\$3,433.02
212	212	3	191	RESIDENTIAL	\$2,396.39	\$2,425.96
213	213	3	452	RESIDENTIAL	\$5,674.72	\$5,744.74
214	214	3	169	RESIDENTIAL	\$2,120.22	\$2,146.39
215	215	4	262	RESIDENTIAL	\$3,287.24	\$3,327.80
216	216	4	197	RESIDENTIAL	\$2,470.62	\$2,501.11
217	217	4	270	RESIDENTIAL	\$3,397.11	\$3,439.03
218	218	4	158	RESIDENTIAL	\$1,980.66	\$2,005.10
219	219	4	250	RESIDENTIAL	\$3,144.70	\$3,183.51
220	220	4	283	RESIDENTIAL	\$3,560.43	\$3,604.37
221	221	4	260	RESIDENTIAL	\$3,266.45	\$3,306.76
222	222	4	260	RESIDENTIAL	\$3,266.45	\$3,306.76
223	223	4	182	RESIDENTIAL	\$2,283.55	\$2,311.72
224	224	4	431	RESIDENTIAL	\$5,410.43	\$5,477.19
225	225	4	160	RESIDENTIAL	\$2,007.38	\$2,032.15
226	226	5	247	RESIDENTIAL	\$3,097.19	\$3,135.41
227	227	5	197	RESIDENTIAL	\$2,470.62	\$2,501.11
228	228	5	270	RESIDENTIAL	\$3,397.11	\$3,439.03
229	229	5	158	RESIDENTIAL	\$1,980.66	\$2,005.10
230	230	5	250	RESIDENTIAL	\$3,144.70	\$3,183.51
231	231	5	283	RESIDENTIAL	\$3,560.43	\$3,604.37
232	232	5	260	RESIDENTIAL	\$3,266.45	\$3,306.76
233	233	5	260	RESIDENTIAL	\$3,266.45	\$3,306.76
234	234	5	182	RESIDENTIAL	\$2,283.55	\$2,311.72
235	235	5	431	RESIDENTIAL	\$5,410.43	\$5,477.19
236	236	5	160	RESIDENTIAL	\$2,007.38	\$2,032.15
237	237	6	247	RESIDENTIAL	\$3,097.19	\$3,135.41
238	238	6	197	RESIDENTIAL	\$2,470.62	\$2,501.11
239	239	6	270	RESIDENTIAL	\$3,397.11	\$3,439.03
240	240	6	158	RESIDENTIAL	\$1,980.66	\$2,005.10
241	241	6	250	RESIDENTIAL	\$3,144.70	\$3,183.51
242	242	6	283	RESIDENTIAL	\$3,560.43	\$3,604.37
243	243	6	260	RESIDENTIAL	\$3,266.45	\$3,306.76
244	244	6	260	RESIDENTIAL	\$3,266.45	\$3,306.76
245	245	6	182	RESIDENTIAL	\$2,283.55	\$2,311.72
246	246	6	431	RESIDENTIAL	\$5,410.43	\$5,477.19
247	247	6	160	RESIDENTIAL	\$2,007.38	\$2,032.15

248	248	7	247	RESIDENTIAL	\$3,097.19	\$3,135.41
249	249	7	197	RESIDENTIAL	\$2,470.62	\$2,501.11
250	250	7	270	RESIDENTIAL	\$3,397.11	\$3,439.03
251	251	7	158	RESIDENTIAL	\$1,980.66	\$2,005.10
252	252	7	250	RESIDENTIAL	\$3,144.70	\$3,183.51
253	253	7	283	RESIDENTIAL	\$3,560.43	\$3,604.37
254	254	7	260	RESIDENTIAL	\$3,266.45	\$3,306.76
255	255	7	260	RESIDENTIAL	\$3,266.45	\$3,306.76
256	256	7	182	RESIDENTIAL	\$2,283.55	\$2,311.72
257	257	7	431	RESIDENTIAL	\$5,410.43	\$5,477.19
258	258	7	160	RESIDENTIAL	\$2,007.38	\$2,032.15
259	259	8	247	RESIDENTIAL	\$3,097.19	\$3,135.41
260	260	8	197	RESIDENTIAL	\$2,470.62	\$2,501.11
261	261	8	270	RESIDENTIAL	\$3,397.11	\$3,439.03
262	262	8	158	RESIDENTIAL	\$1,980.66	\$2,005.10
263	263	8	250	RESIDENTIAL	\$3,144.70	\$3,183.51
264	264	8	531	RESIDENTIAL	\$6,672.47	\$6,754.80
265	265	8	439	RESIDENTIAL	\$5,508.42	\$5,576.40
266	266	1	833	RESIDENTIAL	\$10,467.49	\$10,596.66
267	267	1	314	RESIDENTIAL	\$3,943.50	\$3,992.16
268	268	1	198	RESIDENTIAL	\$2,485.47	\$2,516.14
269	269	2	226	RESIDENTIAL	\$2,835.87	\$2,870.87
270	270	2	260	RESIDENTIAL	\$3,260.51	\$3,300.75
271	271	2	161	RESIDENTIAL	\$2,025.20	\$2,050.19
272	272	2	187	RESIDENTIAL	\$2,354.81	\$2,383.87
273	273	3	215	RESIDENTIAL	\$2,699.28	\$2,732.58
274	274	3	268	RESIDENTIAL	\$3,367.41	\$3,408.97
275	275	3	169	RESIDENTIAL	\$2,126.16	\$2,152.40
276	276	3	196	RESIDENTIAL	\$2,464.69	\$2,495.10
277	277	3	270	RESIDENTIAL	\$3,397.11	\$3,439.03
278	278	3	231	RESIDENTIAL	\$2,898.23	\$2,934.00
279	279	3	317	RESIDENTIAL	\$3,982.10	\$4,031.24
280	280	3	317	RESIDENTIAL	\$3,982.10	\$4,031.24
281	281	3	219	RESIDENTIAL	\$2,755.70	\$2,789.70
282	282	3	231	RESIDENTIAL	\$2,898.23	\$2,934.00
283	283	3	515	RESIDENTIAL	\$6,473.51	\$6,553.39
284	284	3	280	RESIDENTIAL	\$3,515.89	\$3,559.27
285	285	3	168	RESIDENTIAL	\$2,105.38	\$2,131.36
286	286	3	169	RESIDENTIAL	\$2,126.16	\$2,152.40
287	287	4	228	RESIDENTIAL	\$2,865.57	\$2,900.93
288	288	4	260	RESIDENTIAL	\$3,260.51	\$3,300.75
289	289	4	161	RESIDENTIAL	\$2,025.20	\$2,050.19
290	290	4	187	RESIDENTIAL	\$2,354.81	\$2,383.87
291	291	4	238	RESIDENTIAL	\$2,990.29	\$3,027.19
292	292	4	201	RESIDENTIAL	\$2,530.01	\$2,561.23
293	293	4	288	RESIDENTIAL	\$3,622.79	\$3,667.49
294	294	4	288	RESIDENTIAL	\$3,622.79	\$3,667.49
295	295	4	190	RESIDENTIAL	\$2,387.48	\$2,416.94
296	296	4	201	RESIDENTIAL	\$2,530.01	\$2,561.23
297	297	4	443	RESIDENTIAL	\$5,567.81	\$5,636.52
298	298	4	262	RESIDENTIAL	\$3,293.18	\$3,333.81
299	299	4	160	RESIDENTIAL	\$2,004.41	\$2,029.15
300	300	4	161	RESIDENTIAL	\$2,025.20	\$2,050.19

301	301	5	220	RESIDENTIAL	\$2,758.67	\$2,792.71
302	302	5	260	RESIDENTIAL	\$3,260.51	\$3,300.75
303	303	5	161	RESIDENTIAL	\$2,025.20	\$2,050.19
304	304	5	187	RESIDENTIAL	\$2,354.81	\$2,383.87
305	305	5	238	RESIDENTIAL	\$2,990.29	\$3,027.19
306	306	5	201	RESIDENTIAL	\$2,530.01	\$2,561.23
307	307	5	288	RESIDENTIAL	\$3,622.79	\$3,667.49
308	308	5	288	RESIDENTIAL	\$3,622.79	\$3,667.49
309	309	5	190	RESIDENTIAL	\$2,387.48	\$2,416.94
310	310	5	201	RESIDENTIAL	\$2,530.01	\$2,561.23
311	311	5	443	RESIDENTIAL	\$5,567.81	\$5,636.52
312	312	5	262	RESIDENTIAL	\$3,293.18	\$3,333.81
313	313	5	160	RESIDENTIAL	\$2,004.41	\$2,029.15
314	314	5	161	RESIDENTIAL	\$2,025.20	\$2,050.19
315	315	6	220	RESIDENTIAL	\$2,758.67	\$2,792.71
316	316	6	260	RESIDENTIAL	\$3,260.51	\$3,300.75
317	317	6	161	RESIDENTIAL	\$2,025.20	\$2,050.19
318	318	6	187	RESIDENTIAL	\$2,354.81	\$2,383.87
319	319	6	238	RESIDENTIAL	\$2,990.29	\$3,027.19
320	320	6	201	RESIDENTIAL	\$2,530.01	\$2,561.23
321	321	6	288	RESIDENTIAL	\$3,622.79	\$3,667.49
322	322	6	288	RESIDENTIAL	\$3,622.79	\$3,667.49
323	323	6	190	RESIDENTIAL	\$2,387.48	\$2,416.94
324	324	6	201	RESIDENTIAL	\$2,530.01	\$2,561.23
325	325	6	443	RESIDENTIAL	\$5,567.81	\$5,636.52
326	326	6	262	RESIDENTIAL	\$3,293.18	\$3,333.81
327	327	6	160	RESIDENTIAL	\$2,004.41	\$2,029.15
328	328	6	161	RESIDENTIAL	\$2,025.20	\$2,050.19
329	329	7	220	RESIDENTIAL	\$2,758.67	\$2,792.71
330	330	7	260	RESIDENTIAL	\$3,260.51	\$3,300.75
331	331	7	161	RESIDENTIAL	\$2,025.20	\$2,050.19
332	332	7	187	RESIDENTIAL	\$2,354.81	\$2,383.87
333	333	7	238	RESIDENTIAL	\$2,990.29	\$3,027.19
334	334	7	201	RESIDENTIAL	\$2,530.01	\$2,561.23
335	335	7	288	RESIDENTIAL	\$3,622.79	\$3,667.49
336	336	7	288	RESIDENTIAL	\$3,622.79	\$3,667.49
337	337	7	190	RESIDENTIAL	\$2,387.48	\$2,416.94
338	338	7	201	RESIDENTIAL	\$2,530.01	\$2,561.23
339	339	7	443	RESIDENTIAL	\$5,567.81	\$5,636.52
340	340	7	262	RESIDENTIAL	\$3,293.18	\$3,333.81
341	341	7	160	RESIDENTIAL	\$2,004.41	\$2,029.15
342	342	7	161	RESIDENTIAL	\$2,025.20	\$2,050.19
343	343	8	220	RESIDENTIAL	\$2,758.67	\$2,792.71
344	344	8	260	RESIDENTIAL	\$3,260.51	\$3,300.75
345	345	8	161	RESIDENTIAL	\$2,025.20	\$2,050.19
346	346	8	647	RESIDENTIAL	\$8,133.46	\$8,233.83
347	347	8	582	RESIDENTIAL	\$7,313.88	\$7,404.13
348	348	8	190	RESIDENTIAL	\$2,387.48	\$2,416.94
349	349	8	201	RESIDENTIAL	\$2,530.01	\$2,561.23
350	350	8	727	RESIDENTIAL	\$9,134.19	\$9,246.90
351	351	8	160	RESIDENTIAL	\$2,004.41	\$2,029.15
352	352	8	161	RESIDENTIAL	\$2,025.20	\$2,050.19

353	353	8	220	RESIDENTIAL	\$2,758.67	\$2,792.71
354	RM	G	1891	RETAIL MARKETPLACE	\$18,403.27	\$17,644.56
355	C01	G	300	RETAIL MARKETPLACE	\$2,921.52	\$2,801.07
356	C02	G	158	COMMERCIAL	\$3,531.96	\$3,642.04
357	C03	G	106	COMMERCIAL	\$2,372.21	\$2,446.15
358	C04	G	158	COMMERCIAL	\$3,531.96	\$3,642.04
359	C05	G	158	COMMERCIAL	\$3,531.96	\$3,642.04

**DEVELOPER DISCLOSURE - Pursuant to the Unit Titles Act 2001 as amended:**

Division 3.4 Developer Disclosure - Section 31A Contract for Sale of Unit before registration of Units Plan

- These levy estimates have been calculated using gross floor areas only, and may vary upon production of a formal schedule of unit entitlements.
- The Developer is granted permission to reproduce the estimated budget only, for the purpose of inclusion in any sales and other relevant documents produced for and relating to the Development; and that no guarantee is provided that the estimated budget will not change at the discretion of the Developer prior to completion or registration of the Development; or at the subsequent Meetings of the Owners Corporation in the future; and Civium can only take into account current circumstances and increases in costs of goods or services cannot be predicted. All care has been taken in arriving at the above estimates, however, Civium Property Group takes no responsibility for changes that occur during the development period or at any time in the future

# Budget Notes

## SHARED FACILITIES BUDGET

### FINANCE

- **Auditor**  
In November 2020, the Unit Titles (Management) Act was amended and complexes over a certain size or with a certain budget amount require a financial audit each year. This allowance has been added to the budget.
- **BAS/TAX Lodgment**  
Fixed expenses relating to the administration and financial management of the Eastbourne Owners Corporation

### MANAGEMENT FEES

- **CFM | Onsite Team (Concierge & Building Management)**  
Based on full-time Concierge and part-time Building Manager onsite, Monday - Friday, excluding Public Holidays and Christmas shutdown period.
- **Strata Management**  
All-inclusive Strata management fees.

### MAINTENANCE

- **HVAC**  
Eastbourne has a three-storey basement and it is expected to have car park ventilation. An electrician or HVAC company will be engaged to provide periodic maintenance of the carpark ventilation system.
- **Roller Doors**  
Most expenses in the first year are covered under DLP or insurance. Civium have found it prudent to keep a nominal amount in the first year budget for unforeseen maintenance or minor damages.
- **Plumbing & Pumps**  
Expenses relating to unforeseen maintenance of common areas and plumbing infrastructure. Expenses relating to servicing & preventative maintenance of pumps and plant of common areas. Assumes storm water pumps, irrigation pump, car park exhaust fans, pool pump and hot water central plants.
- **Building**  
Expenses relating to unforeseen maintenance of common areas

- **Electrical**  
Expenses relating to unforeseen maintenance of electrical equipment and infrastructure of the common property such as lighting etc. Makes allowance for light bulb replacement.

## **CLEANING & GARDENING**

- **Cleaning | Windows**  
Expense relating to the external clean and pest spray via abseil. Recommended to be conducted at the end of Year One & Two when the emergence of hard water stains on balconies and windows begin to emerge.
- **Grounds & Garden Maintenance**  
Based on a quote provided by Inside Outside Facility Services in June 2024 for 52 garden maintenance visits per annum. Quote includes blowing of paths, weed maintenance, nurturing of new plants, rake and removal of littered debris from common grounds, trimming of plants ongoing, and application of fertiliser.

## **SYSTEMS & SERVICES**

- **Fire Protection Services & Monitoring**  
Expenses relating to the back to base monitoring of the Fire Indicator Panel and servicing. Assumes 12 months of costs are covered as part of the installation of the equipment as negotiated by the developer/builders. Budget based on similar-sized development
- **Telephone & Internet Services**  
Expenses relating to the cost of telephone lines required for each lift as well as the Fire Indicator Panel.
- **Security Access System**  
Expenses relating to additional fob/swipe orders and maintenance/call out fees

## **INSURANCE**

- **Insurance**  
Expense relating to the provision of compulsory building insurance for all structures including apartments and common asset, with a public liability cover of \$20,000,000. This money covers the first insurance payment when the financial year starts, and it also accrues money for the second-year insurance policy payment. This strategy ensures we do not have to raise a special levy at the end of the year.
- **Insurance Valuation**  
This is a budgeted amount to have an insurance valuation arranged early after registration to ensure the building is sufficiently insured.

## UTILITIES

- **Electricity (Common)**  
Expenses relating to the cost of communal power for common area lighting and mechanical/plant (lifts etc).
- **Water Consumption**  
Estimate based on current charges levied by ACTEW AGL to cover costs for water.

## REPORTS

- **Third Party Defect Inspection Report**  
Estimate for professional fees associated with site inspection and preparation of a third party defect Inspection report.
- **PPM & Asset Report**  
Estimate for professional fees associated with provision of a Planned Preventative Maintenance schedule and Asset Report.
- **AS1851 Inspection (Passive/Fire Door Testing)**  
AS1851 is the Australian Standard for the routine service of fire protection systems and equipment. Adhering to these standards ensures that fire protection systems such as alarms, sprinklers, and extinguishers are properly maintained and functional, which is crucial for the safety of residents.
- **Height Safety Certification**  
In order to complete inaccessible window cleaning, the roof systems will need to be certified. We are assuming no requirement for roof maintenance within this budget as the roof has been designed as a common space accessible to owners.

## SINKING FUND

- **Sinking Fund Forecast**  
Known expense based on quoted price to prepare compulsory Sinking Fund Forecast in the first year.

## CONTINGENCY

- **Contingency Line**  
Provided to safeguard the Eastbourne community from any unforeseen costs that may arise throughout the management period. The inclusion of this line item mitigates the requirement to raise special levies should unfortunate and unexpected costs arise.

## GST

- **GST On Expenses (10%)**

As per Australian Taxation Office (ATO) requirements, any non-profit organisation with a turnover greater than \$150,000 per year must register for GST.

## RESIDENTIAL BUDGET

### MANAGEMENT FEES

- **Assisted Move-In Period (4 weeks from UTAR)**

As part of Civium's white glove service, we will provide a four-week period after Unit Titles Registration during which Civium staff will be on-site seven days a week to assist with lift allocations and removalist truck parking.

### MAINTENANCE

- **Lifts**

Expenses relating to maintenance and servicing of lift mechanics as well as the cost of emergency call-outs resulting from failures and breakdowns. Assumes 12 months of costs are covered as part of the equipment installation negotiated by the developer/builders.

- **Gym Expenses**

Expenses relating to the maintenance of equipment in the gymnasium.

- **Pool & Spa Maintenance & Cleaning**

Expenses relating to the maintenance and cleaning of the pool and spa area located on the Ground Floor.

- **Sauna & Steam Room Maintenance & Cleaning**

Expenses relating to the maintenance and cleaning of the sauna and steam room area located on the Ground Floor

### CLEANING & GARDENING

- **Cleaning | Building**

Based on a quote provided by Inside Outside Facility Services in June 2024 for 5 days/week cleaning services (Mon - Fri). Quote includes cleaning of Residential Foyers including Lift Lobby; Residential areas in the basement; Carpark entry; Ground floor common areas and externals; Levels 1 to 8 common space; and, Fire stairwells and service cupboards.

- **Cleaning | Carpet**

Deep carpet cleaning of Ground to Level 8 quarterly at \$1,500 per visit. The routine vacuuming of these levels will be encompassed in the 'Cleaning | Building' line item above and will occur twice weekly (per level).

- **Cleaning | Basement Carpark**

Annual full-service clean of the residential basement-level carparks. To be conducted at end of Year One and Year Two periods.

- **Cleaning | Garbage Chutes / Unblocking**

Garbage Chutes must be cleaned frequently, and a budget has been allocated for this. Without cleaning, the chutes easily become blocked and produce unpleasant odours. This also includes reactive call-outs to blocked chutes, which frequently occur in the first year of a buildings life as a result of inappropriate use of the chutes (namely large format cardboard being placed down chutes).

## **GST**

- **GST On Expenses (10%)**

As per Australian Taxation Office (ATO) requirements, any non-profit organisation with a turnover greater than \$150,000 per year must register for GST.

## **COMMERCIAL**

### **MAINTENANCE**

- **Lifts**

Expenses relating to maintenance and servicing of lift mechanics as well as the cost of emergency call-outs resulting from failures and breakdowns. Assumes 12 months of costs are covered as part of the equipment installation negotiated by the developer/builders. The Commercial units make a contribution to the lifts in share with the residential schedule. This has been distributed between the Commercial and Residential units via unit of entitlements and covers the nominal amount of use the commercial units will require in comparison with the residential unit holders.

### **CLEANING & GARDENING**

- **Cleaning | Building**

Based on a quote provided by Inside Outside Facility Services in June 2024 for 5 days/week cleaning services (Mon - Fri). Quote includes cleaning of common areas around Commercial units U356 - U359 and the cleaning of the common area toilets immediately adjacent to these units.

- **Cleaning | Basement Carpark**

Annual full-service clean of the commercial units U356 - U359 basement-level carparks. To be conducted at end of Year One and Year Two periods.

## **RETAIL MARKETPLACE**

- **EXPLANATORY NOTE**

In addition, to the cleaning and maintenance of assets within U354 & U355, the owner will maintain any of the lift risers, grease traps, kitchen exhausts, basement carparks, feature stairwells and retail toilets that are subsidiaries of U354 or U355.

# **civium**

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## Schedule 1      Default rules

(see s 7A)

### 1.1      Definitions—default rules

- (1) In these rules:

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

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

### 1.2      Payment of rates and taxes by unit owners

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

### 1.3      Repairs and maintenance

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

### 1.4      Erections and alterations

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

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

**Examples—permission not unreasonably withheld**

- safety considerations
- structural considerations

**Example—permission unreasonably withheld**

external appearance of a unit or the units plan

## 1.5 Pets in units

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

## 1.6 Assistance animals

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

**1.7 Use of common property**

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

**1.8 Hazardous use of unit**

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

**1.9 Use of unit—nuisance or annoyance**

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

**1.10 Noise**

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

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

### **1.11 Illegal use of unit**

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

### **1.12 What may an executive committee representative do?**

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

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

## Dictionary

(see s 2)

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

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

- GST
- in relation to.

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

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

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

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

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

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

# Alternative Rules

## Units Plan No. [insert] - Block 5 Section 4 Parkes

As passed by the Owners Corporation on [insert date] in accordance with the Unit Titles (Management) Act 2011 (ACT)

**[CU Note: Please note that the following are subject to change:**

- 1. residential unit numbers**
- 2. retail unit numbers**
- 3. commercial unit numbers**

### Schedule

Strata Manager: Civium Strata  
 Contact name: [insert]  
 Contact information: T: [insert] | E: clientservices@civiumstrata.com.au

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## Alternative Rules Units Plan No. [insert] - Block 5 Section 4 Parkes

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### 1. Definitions and interpretation

#### 1.1 Definitions

In these Alternative Rules:

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

**Commercial Units** means units [356 - 359].

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

**Exclusive Commercial Areas** means the area identified in Annexure E for being for the exclusive use of Commercial Units.

**Exclusive Retail Areas** means the area identified in Annexure E or being for the exclusive use of Retail Units.

**Exclusive Residential Areas** include the pool, spa, gym, sauna and steam room identified in Annexure E as well as facilities used exclusively by the Residential Units.

**Executive Committee** means the executive committee of the Units Plan.

**Owners Corporation** means the owners corporation of the Units Plan.

**Residential Units** means units [1-353].

**Retail Units** means units [354 & 355].

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

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

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

**Units Plan** means Units Plan No. [insert].

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

#### 1.2 UTMA definitions

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

---

## 2. Matters affecting the applicability of Alternative Rules

### 2.1 Relationship with Default Rules

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

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

#### 2.2 Authorisation by Owners Corporation

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

- (a) the Owners Corporation have authorised the relevant act or omission in accordance with the UTMA (including any special privileges in accordance with rule 4);
- (b) the Owners Corporation have recorded the relevant authorisation in the minutes of a general meeting of the Owners Corporation; and
- (c) any other applicable approvals under any other legislation have been obtained,

the act or omission is not a breach of these Alternative Rules or the Default Rules.

---

### 3. Payment of shared costs

#### 3.1 Intention

The Owners Corporation acknowledges and agrees that:

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

#### 3.2 Schedule of Costs Split

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

#### 3.3 Amendments to Schedule of Costs Split

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

#### 3.4 Fairness of contribution methods

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

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

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

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#### 4. Special privilege

##### 4.1 Grant of special privilege

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

##### 4.2 Recording the details of a special privilege

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

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

##### 4.3 Maintenance of special privilege areas

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

##### 4.4 General obligations

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

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

**Alternative Rules**  
**Units Plan No. [insert] - Block 5 Section 4 Parkes**

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**5. Waste**

**5.1 Waste rooms**

The Units Plan has exclusive waste rooms as depicted in Annexure F in which there will be dedicated waste receptacles for the Residential Units (**Residential Bins**) Commercial Units (**Commercial Bins**) and Retail Units (**Retail Bins**) respectively.

**5.2 Office waste room**

Block 4 Section 4 Parkes (**Office Building**) has the right via a registered easement to access and use a waste room (also depicted in Annexure F). The Office Building has no right to access or use any other waste rooms. The Office Building will be responsible to clean and maintain its waste room and the terms of the access and use as set out in the registered easement.

**5.3 Use of waste room by owners, occupiers and users**

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

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

**5.4 Retail waste room**

the Retail Bins and shared (with Commercial Units) waste room are for the use of the Retail Units and under no circumstances may an owner, occupier and user of a Commercial Unit or Residential Unit store any waste in, or otherwise use, any of the Retail Bins.

**5.5 Disposal of waste**

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

---

**6. Commercial and Retail Units**

**6.1 Relationship to other rules**

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

**6.2 Signage and advertising**

- (a) Subject to rule 6.2(c), an owner of a Commercial or Retail Unit may display (or permit to be displayed) signage or other advertising material within the insides and the boundaries of the relevant Commercial or Retail Unit which is visible from the

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

outside of the Units Plan without the prior written authorisation of the Executive Committee.

- (b) Subject to rule 6.2(c), any signage which is intended to be erected on the common property is not an alteration and default rule 1.4 does not apply. For clarity the relevant Commercial or Retail Unit may erect, maintain and replace signage without the prior approval of the Owners Corporation.
- (c) All signage (whether internal or external to a Commercial or Retail Unit) must, in addition to any other requirements by authorities or law, comply with the Signage Plan.

### 6.3 Commercial and Retail waste

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

- (a) the Commercial Units are, at its cost, solely responsible for arranging for the periodic collection of all waste generated by the Commercial Units that is placed in the Commercial Bins with an appropriately qualified contractor;
- (b) the Retail Units are, at its cost, solely responsible for arranging for the periodic collection of all waste generated by the Retail Units that is placed in the Retail Bins with an appropriately qualified contractor; and
- (c) for the avoidance of doubt:
  - (i) the Owners Corporation may enter into any contracts in relation to the satisfaction of the obligations set out in rules 6.3(a) and 6.3(b);
  - (ii) the Owners Corporation will recover any costs under such contracts from the Commercial Units or Retail Units responsible for such costs in the manner and proportions specified in the Schedule of Costs Split;
  - (iii) the reference in the Schedule of Costs Split to the periodic collection of waste and periodic cleaning of the shared commercial and retail waste room is to be read in connection with the obligations in this rule 6.3; and
  - (iv) the cleaning of the retail waste room is to be at the sole expense of the Retail Units.

### 6.4 Exclusive use areas

- (a) The Commercial Units and the Retail Units must not access or use the Exclusive Residential Areas and those areas will be the sole responsibility of the Residential Units.
- (b) The Residential and Commercial Units must not access or use the Exclusive Retail Areas and those areas will be the sole responsibility of the Retail Units.
- (c) The Residential and Retail Units must not access or use the exclusive Commercial Areas and those areas will be the sole responsibility of the Commercial Units.

**Alternative Rules**  
**Units Plan No. [insert] - Block 5 Section 4 Parkes**

**Annexure A - Default Rules**

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

**1.1 Definitions—default rules**

(1) In these rules:

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

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

**1.2 Payment of rates and taxes by unit owners**

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

**1.3 Repairs and maintenance**

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

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

**1.4 Erections and alterations**

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

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

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

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

**1.5 Pets in units**

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

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

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

#### 1.6 Assistance animals

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

#### 1.7 Use of common property

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

#### 1.8 Hazardous use of unit

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

#### 1.9 Use of unit—nuisance or annoyance

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

#### 1.10 Noise

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

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

#### 1.11 Illegal use of unit

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

#### 1.12 What may an executive committee representative do?

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

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

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

#### Annexure B - Schedule of Costs Split

Description of cost / expense	Responsible Units	Methodology of split between Responsible Units
Periodic collection of waste in commercial receptacles including service, maintenance and replacement (refer to rule 6.3)	Commercial Units [units 356 - 359]	Based on proportion of unit entitlements of relevant Commercial Units
Exclusive Retail Areas	Units [354 and 355]	Based on proportion of unit entitlements of relevant Retail Units
Exclusive Commercial Areas	Units [356 – 359]	Based on proportion of unit entitlements of relevant Commercial Units
Exclusive Residential Areas	Units [1 – 353]	Based on proportion of unit entitlements of relevant Residential Units
Residential and Commercial Lifts	Units [1-353] and [356-359]	Based on proportion of unit entitlements of relevant Residential and Commercial Units

## Alternative Rules

### Units Plan No. [insert] - Block 5 Section 4 Parkes

#### Annexure C - Schedule of Special Privileges

Unit	Special privilege	Maintenance and repair
Commercial Units and Retail Units [units 354 – 359]	Signage on common property (location and size of signs to be consistent with the Signage Plan)	Periodic maintenance, repair and replacement of signage to be undertaken by relevant Commercial Unit and Retail Unit owners
Shared Retail and Commercial Waste Room [Units 354 – 359]	Exclusive use of the shared retail and commercial waste room located on basement level one	Regular cleaning, maintenance and repair of shared retail and commercial waste room to be undertaken by units [354 to 359] (refer to Annexure E for location)
Residential Waste Rooms [Units 1 - 353]	Exclusive use of the residential waste rooms located on basement level one	Regular cleaning, maintenance and repair of residential waste rooms to be undertaken by units [1 – 353] (refer to Annexure E for location)
Pool, gym, sauna and steam room	Exclusive use of the pool, gym, sauna and steam room.	Regular cleaning, maintenance and repair of pool, gym, sauna and steam room to be undertaken by units [1 – 353]
Residential and Commercial Lifts	Exclusive use of residential and commercial lifts	Regular cleaning, maintenance and repair of commercial lifts to be undertaken by units [1-353] and [356-359] (refer to Annexure E for location)

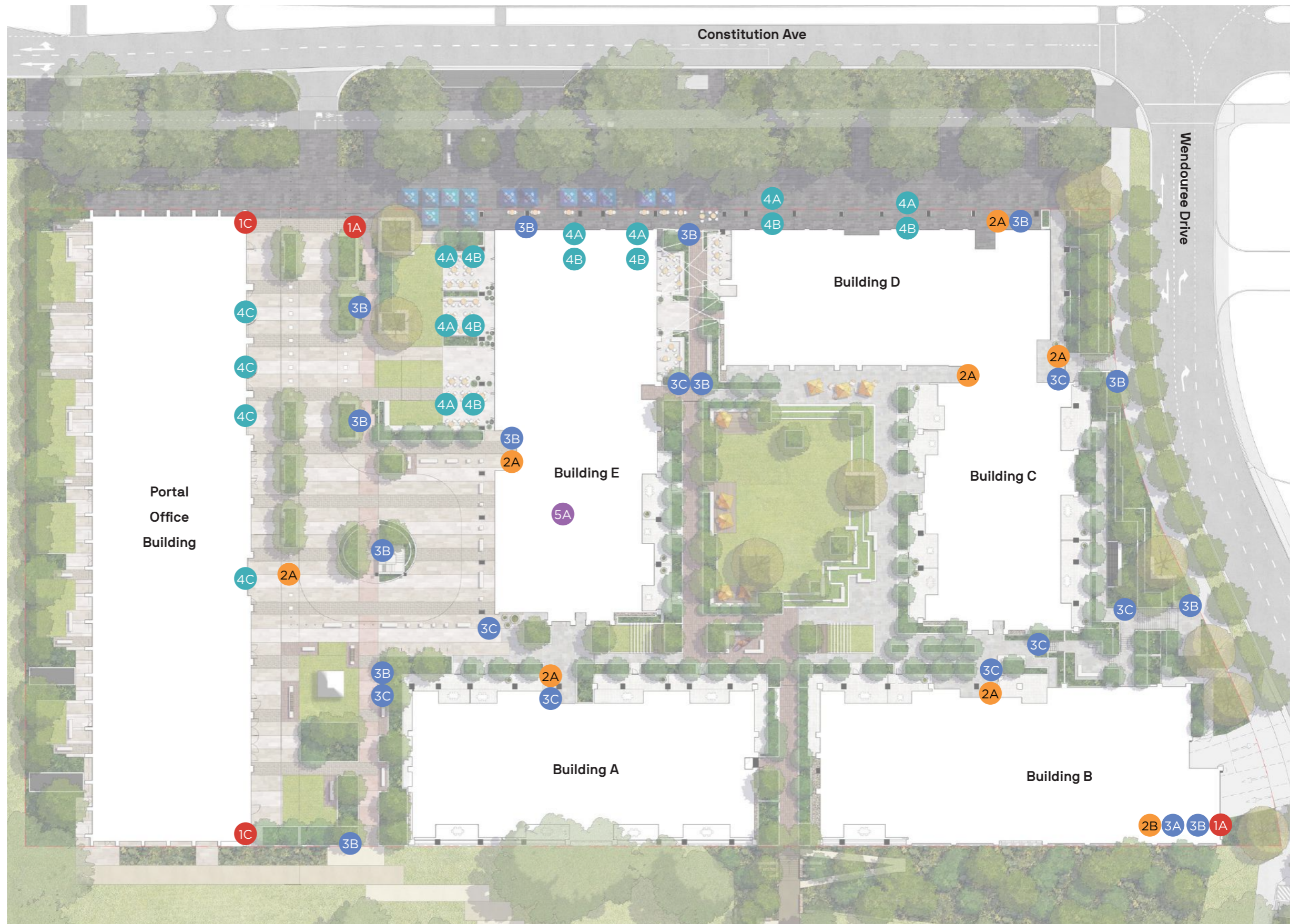
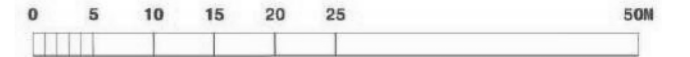
**Alternative Rules**

**Units Plan No. [insert] - Block 5 Section 4 Parkes**

**Annexure D - Signage Plan**

# Ground Level

## Signage Intent Plan



- DEVELOPMENT ENTRY SIGNAGE
  - 1A Primary Development Entry Information Sign
  - 1C Primary Development Office Building Sign
- BUILDING ENTRY & DIRECTIONAL SIGNAGE
  - 2A Building Entry Information Sign
  - 2B Vehicle Directional Information Sign
- GENERAL WAYFINDING SIGNAGE
  - 3A Visitor Parking Information Sign
  - 3B Primary General Wayfinding Information Sign
  - 3C Secondary General Wayfinding Information Sign
- COMMERCIAL TENANCY SIGNAGE
  - 4A Tenancy Hamper Sign
  - 4B Window Sign
  - 4C Office Building Awning Signage
- MAILBOXES
  - 5A Resident's Mailboxes

**Alternative Rules**

**Units Plan No. [insert] - Block 5 Section 4 Parkes**

**Annexure E - Exclusive Use Areas Plan**



Special Privilege for Residential and Commercial Units U1 to U353 U356 to U359

Special Privilege for Office Building

Special Privilege for Residential U1 - U353

Special Privilege for U354 to U359

THE EASTBOURNE

BASEMENT 1

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



Special Privilege for Residential and Commercial Units U1 to U353 U356 to U359

No Access for U354 to U359

THE EASTBOURNE

GROUND FLOOR (LEVEL 1)

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3

**Alternative Rules**

**Units Plan No. [insert] - Block 5 Section 4 Parkes**

**Annexure F – Waste Plans**



THE EASTBOURNE

BASEMENT 1

Waste Brief.CU.V3

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3

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# If a home was built before 1990 it may contain dangerous asbestos material

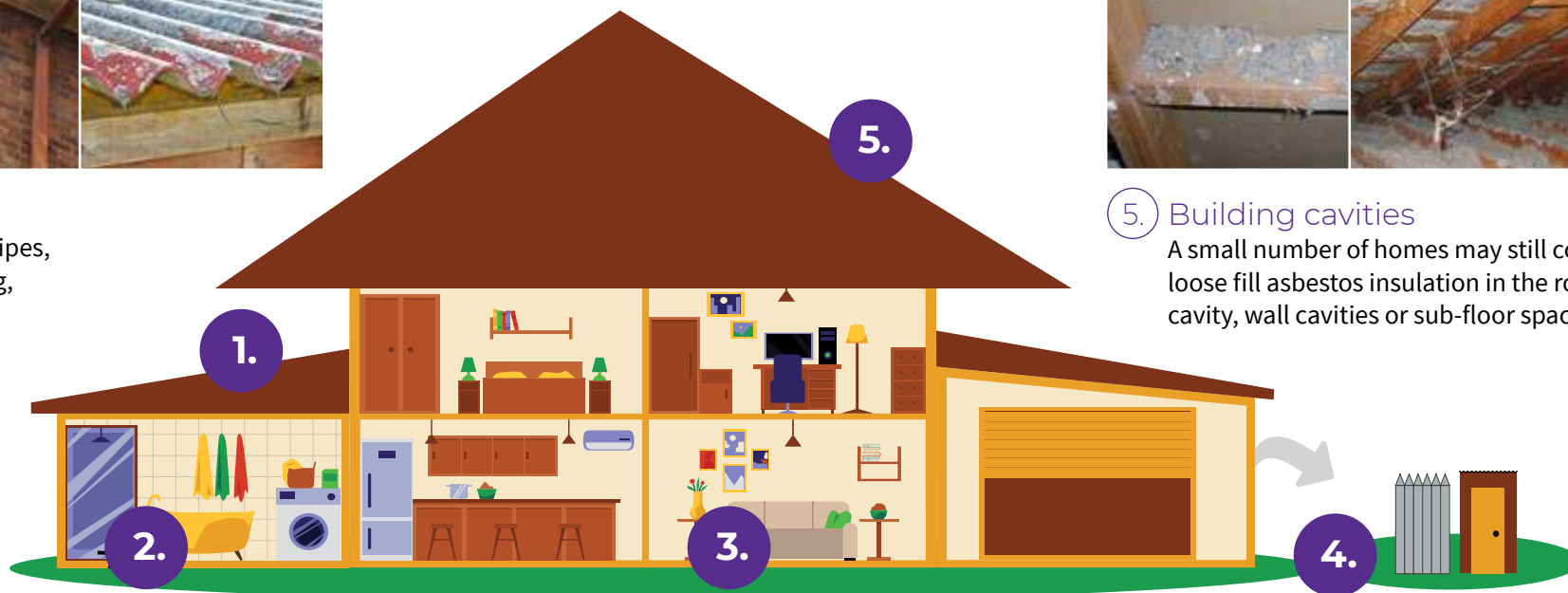
Identify where asbestos materials might be. Five common places are:



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



5. Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

# If a home was built before 1990 it may contain dangerous asbestos material

## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

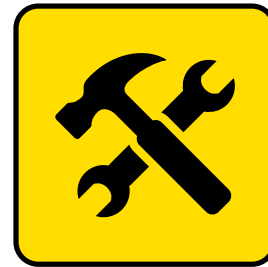
### Asbestos materials become dangerous when:



Broken or in poor  
condition



Damaged  
accidentally



Disturbed during  
renovation or repairs



Loose fill asbestos  
insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

**Volume 3021 Folio 279 Edition 4**

**AUSTRALIAN CAPITAL TERRITORY  
TITLE SEARCH**

**LAND**

Parkes Section 4 Block 5 on Deposited Plan 16288

Lease commenced on 28/05/2024, granted on 28/05/2024, terminating on 19/11/2116

Area is 1.3759 hectares or thereabouts

**Proprietor**

Campbell Resi An East Pty Limited

GPO Box 1041 Canberra City ACT 2601

**REGISTERED ENCUMBRANCES AND INTERESTS**

Original title is **Volume 3021 Folio 279**

**Restrictions**

Purpose Clause: Refer Crown Lease

S.370 Planning Act 2023: Current

Declaration of National Land: Released by MAE 3332801

**Easements**

Subject To Easement In Crown Lease

Registered Date	Dealing Number	Description
14/08/2024	3332801	Miscellaneous Application Revoke National Land Status - Refer Instrument

***End of interests***

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Access Canberra

LAND TITLES  
ACCESS CANBERRA

Chief Minister



MAE\$3332801

09/08/2024 10:16:03 EPT P

MISCELLAN

3332801

007 - MAE

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
Clayton Utz	<a href="mailto:conveyancing@claytonutz.com">conveyancing@claytonutz.com</a>	81025211	62794080

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Instrument / Associated Dealing Number
3021:278	PARKES	4	4		
3021:279	PARKES	4	5		

**TITLE OF APPLICATION** (Please briefly describe the application)

Revocation of national land status

**NATURE OF APPLICATION** (If insufficient space, please attach an annexure page)


Application to revoke national land status as per revocation notice dated 28 June 2018

**DATE**

08/08/2024

**CERTIFICATION** \*Delete the inapplicable Applicant

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

Signed By: 

Alfonso del Rio  
Legal Practitioner

for: Clayton Utz

on behalf of the Applicant

OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 14/08/2024
Data entered by		Attachments/Annexures	Gazette

2320:21 Section 4 Block 2 became Blocks 4 & 5



COMMONWEALTH OF AUSTRALIA

*Australian Capital Territory (Planning and Land Management) Act 1988*

*Acts Interpretation Act 1901*

**Revocation of Declaration of National Land**

Pursuant to subsection 27(1) of the *Australian Capital Territory (Planning and Land Management) Act 1988* and subsection 33(3) of the *Acts Interpretation Act 1901*, I, DAVID COLEMAN, Assistant Minister for Finance, revoke as and from the **Effective Date**, the declaration of National Land made pursuant to Section 27(1) of the *Australian Capital Territory (Planning and Land Management) Act 1988* by notice published in:

the Commonwealth of Australia Gazette No S 76, 2 March 1989 in so far as it relates to the land described in the Schedule below,

Schedule

<i>District</i>	<i>Division</i>	<i>Block</i>	<i>Section</i>	<i>Map/Plan Reference</i>
<i>Canberra Central</i>	<i>Parkes</i>	<i>2</i>	<i>4</i>	<i>Attached Plan</i>

*Note: The current Block 2 Section 4 Parkes (DP 11490) was formerly part of Block 1 Section 4 Parkes. Block 1 Section 4 Parkes was declared National Land in Commonwealth Gazette No. S 76, 2 March 1989.*

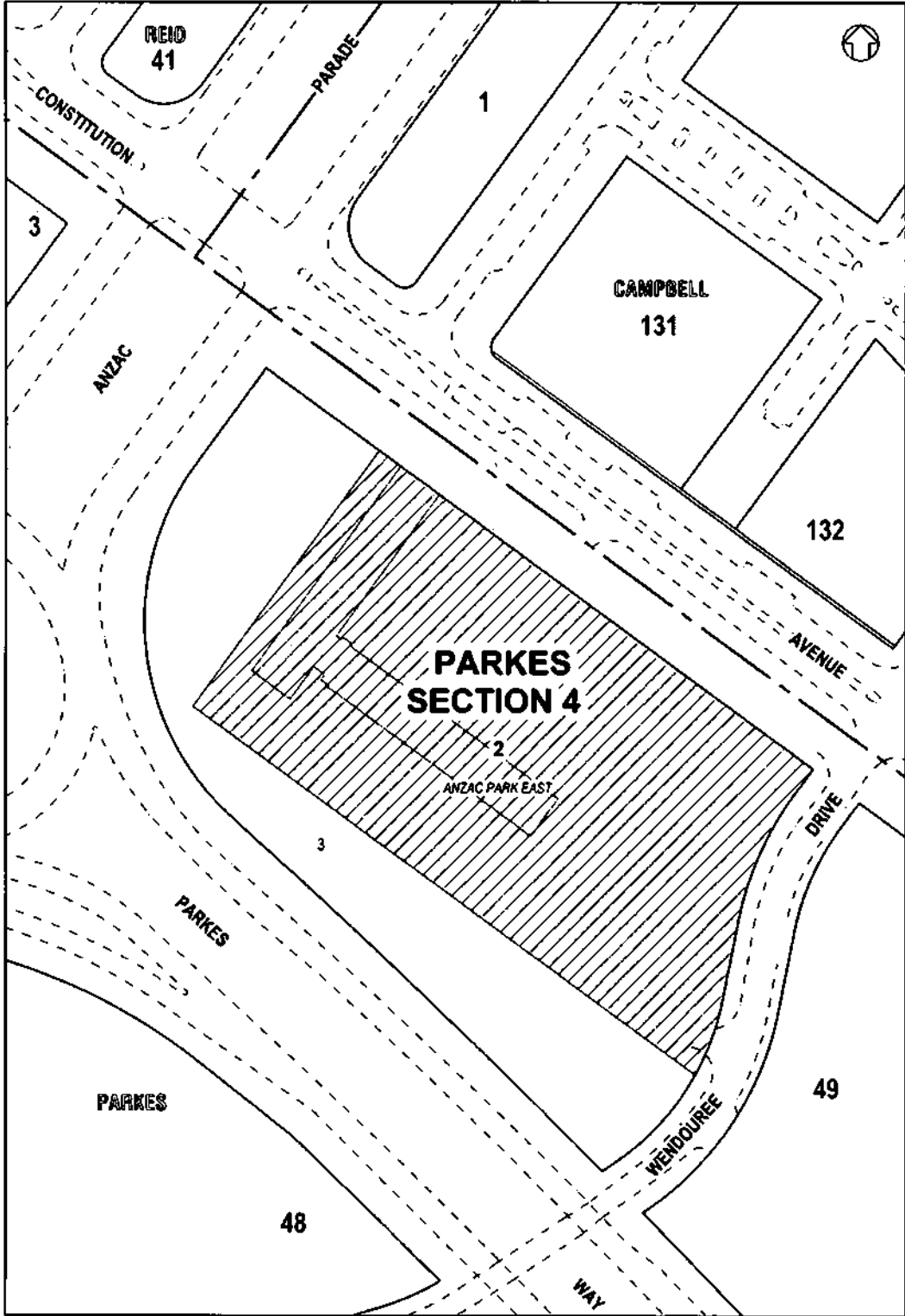
The **Effective Date** is the day on which a certificate of occupancy and use is issued under the *Building Act 2004 (ACT)*, or such equivalent replacement certificate under the *Building Act 2004 (ACT)* or any equivalent replacement legislation, in respect of the first improvement erected on the land described above, after the date of this gazette.

Explanation of Map References: Deposited Plans (DP) are registered with the ACT Registrar-General's Office.

**DAVID COLEMAN**

Assistant Minister for Finance

Dated this 28<sup>th</sup> day of June 2018





**ACT**  
Government

# Certificate of Completion of a Structure

Certificate No.: **B20233612C1**

**Access Canberra Land, Planning and  
Building Services**

ABN 16 479 763 216  
8 Darling Street Mitchell  
GPO Box 158 ACT 2601  
www.act.gov.au/accesscbr

This Certificate is issued in accordance with Section 72 (2) of the Building Act 2004.

The structure listed on this certificate has been erected and completed in accordance with the prescribed requirements.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	2	4	PARKES	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20233612/A

## Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
7a	New	CAR PARK	Structural piling, bulk excavation and site retention	A		B20233612N1	CHASE CONSTRUCTION (ACT) PTY LTD

Comments

Important Note:

The issue, under this Part, of a certificate in respect of a building or portion of a building does not affect the liability of a person to comply with the provisions of a law of the territory (including this Act) relating to the building or portion of the building.

Issued by: Douglas Farr

Issued on: 14/06/2024

Delegate of the ACT Construction  
Occupations Registrar.

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Registrar General

Leanne Taunton  
Deputy Registrar-General



**COMMONWEALTH OF AUSTRALIA**

*AUSTRALIAN CAPITAL TERRITORY NATIONAL LAND (LEASED) ORDINANCE 2022*

17/06/2024

**LESSEE** LEASE GRANTED pursuant to the *Australian Capital Territory National Land (Leased) Ordinance 2022* on the **28<sup>th</sup>** day of **MAY** 2024

**LAND** WHEREBY THE COMMONWEALTH OF AUSTRALIA (**the Commonwealth**) grants to Campbell Resi An East Pty Limited ACN 604 271 150 a company having its registered office at Level 12, 68 Northbourne Avenue, Canberra ACT 2601 (**the Lessee**) ALL THAT piece or parcel of land situated in the Australian Capital Territory and containing an area of **1.376 hectares** or thereabouts and being **Block 5 Section 4 Division of Parkes** as delineated on **Deposited Plan Number** 16288 in the Registrar-General's Office at Canberra in the said Territory (**the Land**) RESERVING unto the Commonwealth

**TERM** all minerals to HOLD unto the Lessee for the term commencing on the **28<sup>th</sup>** day of **MAY** 2024 (**the date of Commencement of the Lease**) and terminating on the nineteenth day of November 2116 (**the date of Termination of the Lease**) to be used by the Lessee for the purpose set forth in clause 3(a) of this Lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times hereinafter provided UPON and SUBJECT to the covenant, conditions and agreements hereinafter contained.

## 1. INTERPRETATION

### 1.1 In this Lease, unless the contrary intention appears:

- (a) **Administrative Use** means the use of any land, building or other structure for the purpose of a Court, House of Assembly, Territory Administration Centre, City Hall, Information Centre or other civic administration activities;
- (b) **Aquatic Recreation Facility** means a building or place used for a sporting, exercise, pastime or leisure activity, whether operated for gain or not which includes uses based on or adjacent to a water feature, such as a boat shed, boat landing facility, wharf, swimming facility and the like;
- (c) **Bank** means any premises used or intended for use for the purpose of carrying on the business of taking custody of money and includes a private trading or saving bank, but does not include a Cooperative Society as herein defined;
- (d) **Bar** means any premises or part of a premises primarily used or intended for use for the sale of alcoholic beverages and spirits to members of the public for consumption on the premises, subject to the issue of an on-licence pursuant to the relevant legislation;
- (e) **Building** means any building or structure, constructed or partially constructed, or to be constructed on the Land to replace the same in accordance with the covenants of this Lease, together with all fixtures, fittings, plant, amenities and appurtenances thereof and therein contained or thereon affixed or if the context so admits any part thereof owned by the Lessee;
- (f) **Business Day** means a day that is not a Saturday, Sunday or public or bank holiday in the Territory;
- (g) **Café** means any premises used or intended for use for the preparation and sale to the public of food and non-alcoholic beverages for consumption on the premises or elsewhere and includes take-away food, fast food and snack bars and the like;
- (h) **Car Park** means a structure or an area other than part of a road which is allocated for the parking of motor vehicles;
- (i) **Certificate of Occupancy and Use** means a certificate under section 69 of the *Building Act 2004* (ACT);
- (j) **Child Care Centre** means a building or place, without provision for residential care, used for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day which:
  - (i) caters for two or more children not related to the owner or operator of the child care centre;
  - (ii) may or may not include an educational function but not where this is a principle purpose; and
  - (iii) may or may not operate for the purpose of gain;
- (k) **Club** means a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and includes premises in respect of which a club licence is held in accordance with the provisions of the relevant liquor licensing regulations;

- (l) **Commercial Accommodation** means a building or place used for use for the purpose of providing temporary accommodation and includes a hotel, motel, guest house, caravan park/camping ground, serviced apartment, serviced house and the like;
- (m) **Commonwealth** means, except where this Lease specifies to the contrary, the Commonwealth of Australia but if the Land becomes Territory Land, shall, as from the date when the Land becomes Territory Land, mean the Australian Capital Territory Executive on behalf of the Commonwealth;
- (n) **Complete** means the Lessee has provided evidence to:
  - (i) if the Land is National Land, the Commonwealth; and
  - (ii) if the Land is Territory Land, the Commonwealth and the Territory,  
that:
    - (iii) a Certificate of Occupancy and Use has issued for the Works; and
    - (iv) the Works are consistent with:
      - (A) the National Capital Plan, the Detailed Conditions of Planning, Design and Development and the Development Conditions;
      - (B) the approvals issued by the National Capital Authority, including the approved plans; and
      - (C) all approvals required by Law;
- (o) **Consulting Rooms** means a building or place used for the provision of health care services (including dental, optical and veterinary services) to members of the public;
- (p) **Cooperative Society** means a building society or a credit union formed pursuant to the provisions of the relevant ACT legislation;
- (q) **Cultural Facility** means a building or place used or intended for use for the purpose of cultural activities and may include a library, museum, theatre, concert hall, art gallery other than a gallery operated for the principal purpose of selling or trading in art works;
- (r) **Detailed Conditions of Planning, Design and Development** means the ANZAC Park East and West Detailed Conditions of Planning, Design and Development prepared by the National Capital Authority (as amended from time to time, except in respect of the Development Conditions);
- (s) **Development Conditions** means the section of the Detailed Conditions of Planning, Design and Development titled "Development Conditions: Theme 1 Development Layout and Built Form" in the form current as at 6 April 2017;
- (t) **Diplomatic Mission** means any building, parts of buildings and the land ancillary thereto leased specifically for use for the purpose of an embassy, a high commission, a legation, or a consulate. This includes chanceries or diplomatic mission, and combined chanceries and residences;
- (u) **Educational Establishment** means a building or place used for the purpose of tuition or training, whether or not for the purposes of gain, and includes:
  - (i) a school;
  - (ii) a tertiary institution, being a university, a college or advanced education teachers college, technical college or other specialist college providing formal education beyond secondary education; and

- (iii) any other training or education centre including road safety education centres, adult education centres for continuing education, or sheltered workshops; and may include associated residential accommodation;
- (v) **Gross Floor Area** means the sum of the gross areas of the floor or floors of a Building or Buildings measured from the external faces of the exterior walls or from the centre lines of walls separating two Buildings but excluding any areas used solely for elevator shafts or stairwells, fixed mechanical plant or Car Parking;
- (w) **Health Centre** means a building or place used for the medical care (including diagnosis, preventative care and counselling) of out-patients only and may include medical or dental clinics, family planning clinics, first aid station or other professional or paramedical health care services;
- (x) **Hotel** means a building or place in possession of a general licence in accordance with the provisions of the relevant liquor licencing laws, which provides accommodation for visitors and others;
- (y) **Indoor Recreation Facility** means a recreation facility devoted to facilities and equipment for indoor recreation purposes, including squash courts, indoor sports stadium, fitness centre, gymnasium and the like;
- (z) **Lessee** means:
  - (i) where the Lessee consists of one person, be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include, in the case of a tenancy in common, the persons and each of them and each of their executors administrators and assigns, and, in the case of a joint tenancy, be deemed to include the said persons and each of them and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation, be deemed to include such corporation its successors and assigns;
- (aa) **Minister** means:
  - (i) while the Land is National Land, the Commonwealth Minister for the time being administering the National Land (Leased) Ordinance or any Statute or Ordinance substituted therefor; or
  - (ii) if the Land becomes Territory Land, the Minister for the time being administering the *Planning Act 2023* (ACT) or any Statute or Ordinance substituted therefor;
- (bb) **Motel** means a building or buildings used primarily for the temporary accommodation of persons travelling by motor vehicle where common facilities including meals are provided for persons accommodated in the motel or the public generally, and whether or not these facilities are licensed;
- (cc) **National Capital Authority** means any body, whether incorporated or unincorporated which from time to time exercises substantially the same powers as the powers which are at the date of the commencement of the Lease exercised by the National Capital Authority under the *Australian Capital Territory (Planning and Land Management) Act 1988* (Cth);
- (dd) **National Capital Plan** means the plan (from time to time) prepared by the National Capital Authority under Part III of the *Australian Capital Territory (Planning and Land Management) Act 1988* (Cth);
- (ee) **National Land** has the meaning given to that term by the *Australian Capital Territory (Planning and Land Management) Act 1988* (Cth);

- (ff) **National Land (Leased) Ordinance** means the *Australian Capital Territory National Land (Leased) Ordinance 2022*;
- (gg) **Office** means any premises used for the purpose of administration (including commercial and public administration), and clerical, technical, professional or like business activities;
- (hh) **Park** means land open to the public which:
- (i) has been or is intended to be ornamentally laid out or prepared;
  - (ii) is maintained so as to preserve or enhance its natural beauty including its flora and fauna and geological or physiographic features; and
  - (iii) has been or is intended to be prepared or maintained as a grassed area either with or without trees or shrubs,
- and which is intended for use for open-air recreation; the term includes any facilities provided on such land for the enjoyment or convenience of the public, being:
- (iv) kiosks or amphitheatres for band-stands or light refreshment booths;
  - (v) picnicking areas, public lookouts, routes for nature study or other trails, footways, cycle ways, equestrian trails;
  - (vi) information and display areas for the promotion of such land;
  - (vii) shelters and other conveniences;
  - (viii) playgrounds;
  - (ix) associated car parks; and
  - (x) cycle way,
- but does not include any activity associated with a Recreation Facility or playing field other than the occasional taking part in a game, sport or form of athletics on an informal basis;
- (ii) **Personal Service Establishment** means any premises used or intended for use for the purposes of barbering, skin care, non-professional health and/or body care, photography, and like activities, but does not include any premises used or intended for use for a purpose elsewhere herein specifically defined;
- (jj) **Place of Assembly** means a building or place used for the following entertainment purposes:
- (i) a trade fair or exhibition;
  - (ii) an auditorium or convention centre; or
  - (iii) reception rooms, including any premises not being part of a hotel, managed by a proprietor, and available for the use of parties on formal or ceremonious occasions, but not for unhosted use on general occasions for entertainment purposes;
- (kk) **Premises** means the Land, Building and all other improvements on the Land;

- (ll) **Public Utility** means the use of the land for the following utility undertakings:
- (i) headwork and network undertakings for the provision of sewerage and drainage services or the reticulation of water, electricity, or gas except for gas manufacture and storage;
  - (ii) communication facilities, including postal facilities, telecommunication facilities, television/radio broadcasting facilities, and air navigation communication facilities; and
  - (iii) municipal uses, including street cleaning depots, public toilets, parks and gardens depots, works depots and associated uses;
- (mm) **Residential** means the use of land for the primary purpose of providing shelter for human habitation together with such outbuildings as are incidental to and ordinarily associated with the residential use of the land;
- (nn) **Restaurant** means a building or place used for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed to sell liquor and whether or not entertainment is provided. The use includes tea rooms, cafés, bistros and the like;
- (oo) **Retail** means the selling of goods and providing personal services in any quantity and by any means other than by wholesale and includes retail shops, restaurants, drink establishments, drive-in facilities, bulky retailing, bulk landscape supplies, vehicle sales, service stations, retail plant nurseries and produce markets;
- (pp) **Road** means any way or street, whether in existence or under reserve, open to the public which is provided and maintained for the passage of vehicles, persons and animals and which may include footpaths, community paths, bus lay-bys, turning areas or traffic controls;
- (qq) **Serviced Apartments** means establishments with five or more units which mostly comprise self-contained units at the same location, and which are available on a unit/apartment basis to the general public for a minimum of one night. The units should have full cooking facilities (i.e. hot plates and oven/microwave), refrigerator and bath/shower and toilet facilities; all bed linen and towels should be provided, and daily servicing (i.e. cleaning and bed making) must be available through the on-site management, although this service may not necessarily be used;
- (rr) **Social / Community Facility** means a building or place used by a public authority or a body of persons associated for the purpose of providing for the social welfare of the community which may include:
- (i) meeting rooms, neighbourhood centres, recreation, child minding (including care and ancillary education), cultural activities, social functions and the like; or
  - (ii) a community club being a building or place used by persons sharing like interests, but not including a licensed club,
- whether or not that building or place is used for another purpose including associated administration;
- (ss) **Substantial Commencement** means expenditure (as evidence by copies of invoices and receipts and certified by a quantity surveyor) equal to or greater than 20% of the total cost of the Works;
- (tt) **Territory** means:
- (i) when used in a geographical sense the Australian Capital Territory; and

- (ii) when used in any other sense the body politic established by section 7 of the *Australian Capital Territory (Self Government) Act 1988* (Cth);
  - (uu) **Territory Land** has the meaning given to that term by the *Australian Capital Territory (Planning and Land Management) Act 1988* (Cth);
  - (vv) **Tourist Facility** means the use of land for the purpose of providing entertainment, recreation, cultural or similar facilities for use mainly by the general touring or holidaying public. This may include a restaurant, café, bar, service station, tourist accommodation (including motel) and the retail sale of crafts, souvenirs, antiques and the like; and
  - (ww) **Works** means the erection of a building or buildings and associated landscaping in accordance with clause 3(b) of this Lease.
- 1.2 If the Land becomes Territory Land, any reference in this Lease to the National Land (Leased) Ordinance shall, as from the date when the Land becomes Territory Land, be taken to be a reference to the *Planning Act 2023* (ACT) or any Statute or Ordinance substituted therefor.
- 1.3 In this Lease, unless the context otherwise requires:
- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under, that legislation or legislative provision;
  - (b) the singular includes the plural and vice versa;
  - (c) a reference to any thing (including any right, obligation or concept) includes a part of that thing;
  - (d) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
  - (e) a reference to any gender includes all genders;
  - (f) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
  - (g) a reference to any party to this Lease or any other document or arrangement includes that party's executors, administrators, permitted substitutes, successors and permitted assigns;
  - (h) where an expression is defined, another part of speech or grammatical form of that expression has corresponding meanings;
  - (i) a reference to a clause is a reference to a clause in this Lease;
  - (j) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
  - (k) a reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes technology or trade secrets; and
  - (l) headings are for convenience of reference only and do not affect interpretation.
- 1.4 If the day on which any act, matter or thing is to be done under or pursuant to this Lease is not a Business Day, that act is to be done on or by the next succeeding Business Day.

2. **THE LESSEE COVENANTS WITH THE COMMONWEALTH** as follows:

**RENT**

- (a) That the Lessee must pay to the Commonwealth:
- (i) rent at the rate of five cents per annum; and
  - (ii) any goods and services or similar tax paid or payable by the Commonwealth in respect of any supply it makes under this Lease,

if and when demanded, payable within one month of the date of any demand made by the Commonwealth relating thereto and served on the Lessee;

**MANNER OF PAYMENT OF RENT**

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

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

**PURPOSE**

- (a) To use the Premises for any one or more of the following:
- (i) Administrative Use;
  - (ii) Aquatic Recreation Facility;
  - (iii) Bank;
  - (iv) Bar;
  - (v) Car Park;
  - (vi) Café;
  - (vii) Club;
  - (viii) Commercial Accommodation LIMITED TO Serviced Apartments;
  - (ix) Consulting Rooms;
  - (x) Cooperative Society;
  - (xi) Cultural Facility;
  - (xii) Diplomatic Mission;
  - (xiii) Educational Establishment;
  - (xiv) Health Centre;
  - (xv) Hotel;
  - (xvi) Indoor Recreation Facility;
  - (xvii) Motel;
  - (xviii) Office;
  - (xix) Park;

- (xx) Personal Service Establishment;
- (xxi) Place of Assembly;
- (xxii) Public Utility;
- (xxiii) Residential;
- (xxiv) Restaurant;
- (xxv) Retail LIMITED TO the ground floor (including any mezzanine) of any Building;
- (xxvi) Road;
- (xxvii) Social/Communication Facility; and
- (xxviii) Tourist Facility

AND ancillary uses LIMITED TO:

- (xxix) Child Care Centre; and
- (xxx) Retail;

**BUILDING AND  
DEVELOPMENT  
COVENANT**

- (b) The Lessee must do the following:
  - (i) not later than 20 November 2025 or such later date as may be approved in writing by the Commonwealth:
    - (A) ensure that Substantial Commencement of the Works has occurred; and
    - (B) provide evidence to Commonwealth (to the Commonwealth's satisfaction) that Substantial Commencement of the Works has occurred;
  - (ii) after achieving Substantial Commencement of the Works, the Lessee must from that point of time:
    - (A) proceed with the Works with due expedition and without delay to obtain a Certificate of Occupancy and Use and finalise construction in accordance with relevant approved plans; and
    - (B) not suspend the whole or any part of the Works without valid excuse;
  - (iii) Complete the Works by no later than the day which is 4 years after the date Substantial Commencement of the Works has been achieved or such later date as may be approved in writing by the Commonwealth; and
  - (iv) ensure that any development on the Land (including the work referred to in this clause 3(b)) is undertaken in accordance with the approved master plan implementation strategy and the requirements of the National Capital Authority;

- CAR PARKING** (c) At all times after commencement of the Works, the Crown lessee must provide and maintain Car Park spaces on the Land in accordance with the requirements of the National Capital Plan and the Detailed Conditions of Planning, Design and Development;
- PAVING** (d) That the Lessee must provide and maintain paving on the Land to a standard acceptable to the National Capital Authority and any paving must be in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- LIGHTING** (e) That the Lessee must:
- (i) illuminate and keep illuminated at its own expense all public access areas on the Land to the satisfaction of the National Capital Authority; and
  - (ii) obtain all necessary approvals or authorisations from the National Capital Authority for the illumination of the public access areas on the Land;
- SIGNS** (f) That the Lessee must:
- (i) not display or permit to be displayed on the Premises any advertisement sign or hoarding without the previous consent in writing of the National Capital Authority; and
  - (ii) obtain all necessary approvals or authorisations from the National Capital Authority for the display of advertising signage or hoardings on the Land;
- SERVICE AREAS** (g) That the Lessee must screen and keep screened all service areas to the satisfaction of the National Capital Authority and shall ensure that all plant and machinery contained within the Premises is suitably screened from public view;
- BUILDING SUBJECT TO APPROVAL** (h) That:
- (i) The Lessee must not without the previous consent in writing of the National Capital Authority erect any Building on the Land or make any external structural alterations to the Premises; and
  - (ii) The obligation in clause 3(h)(i) does not apply to the Works referred to in clause 3(b) but this does not relieve the Lessee of any obligation to obtain approvals for the Works including any approval required by the National Capital Authority;
- ACCESS** (i) That the Lessee must provide and maintain the vehicular access existing at the date of the commencement of this Lease to the satisfaction of the National Capital Authority and must provide any further vehicular access in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the National Capital Authority;
- INDEMNITY** (j) That the Lessee must indemnify and keep indemnified the Commonwealth its servants and agents against all actions claims suits or demands brought made or maintained against the Commonwealth by any body corporate, person or body of persons arising out of or as a consequence of any demolition or

- construction work undertaken by or on behalf of the Lessee including, work which the Lessee is required or permitted to carry out under this Lease;
- REPAIR** (k) That the Lessee must at all times during the term of this Lease maintain repair and keep in repair the Premises to the satisfaction of the Commonwealth;
- FAILURE TO REPAIR** (l) If and when the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the Premises, the Commonwealth may, by notice in writing to the Lessee, specifying the repairs and maintenance needed, require the Lessee to effect the necessary work in accordance with the notice. If the Commonwealth is of the opinion that a Building or some other improvement on the Land is beyond reasonable repair, the Commonwealth may by notice in writing to the Lessee require the Lessee to remove the Building or improvement and may require the Lessee to construct a new Building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Commonwealth any person or persons duly authorised by the Commonwealth with such equipment as is necessary may enter the Premises and carry out the necessary work and all costs and expenses incurred by the Commonwealth in carrying out the work must be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid must for all purposes of this Lease be a debt due and payable to the Commonwealth by the Lessee;
- RIGHT OF INSPECTION** (m) (i) Subject to the provisions of the National Land (Leased) Ordinance, to permit any person or persons authorised by the Commonwealth to enter and inspect the Premises at all reasonable times and in any reasonable manner; and
- (ii) A reference in this clause 3(m) to the Commonwealth is:
- (A) while the Land is National Land, a reference to the Commonwealth of Australia only; and
- (B) while the Land is Territory Land, a reference to both the Commonwealth of Australia and the Territory;
- RATES AND CHARGES** (n) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the Premises as and when the same fall due;
- SERVICES** (o) That the Lessee must:
- (i) where the Land is not fully serviced, arrange, fund and execute all necessary site servicing with approval of the relevant authorities; and
- (ii) indemnify and keep indemnified the Commonwealth the Territory and their servants and agents from all actions, claims, suits, and demands brought maintained or made against the Commonwealth the Territory or their servants or agents by any person or body of persons arising out of the provision by the Lessee of design and construction of the works required by this clause to be carried out on the Land or adjoining unleased land until such works are completed and, where required, formally handed over to

the relevant authority;

**COMPLY WITH LAWS** (p) That the Lessee must, at its own cost obtain and comply with any licence, permit, consent or registration required to carry on the purpose, and comply with all laws in connection with the purpose and the Lessee's use of the Premises;

**EASEMENTS** (q) That the Commonwealth reserves the right for (and the Lessee will permit) the Territory and its successors in title to drain water through that part of the Land shown as "proposed drainage easement" on Deposited Plan Number 16288 but only within the site of the pipeline existing at the date of commencement of the Lease.

4. **THE COMMONWEALTH COVENANTS WITH THE LESSEE** as follows:

**QUIET ENJOYMENT** (a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed may quietly enjoy the Premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth.

5. **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

**TERMINATION** (a) That if:

- (i) any rent or other moneys payable under this Lease remains unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not);
- (ii) the Lessee fails to comply with clauses 3(b) or 3(o); or
- (iii) the Lessee fails to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and has failed to remedy that breach within a period of six months from the date of service on the Lessee of a notice in writing from the Commonwealth specifying the nature of such breach,

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

**NO COMPENSATION** (b) On the expiration, surrender or sooner determination of all or part of this Lease, the Lessee will not be entitled to receive any compensation from the Commonwealth in respect of any Buildings, erections, improvement or works upon or to the Land;

**ACCEPTANCE OF RENT** (c) That acceptance of rent or other moneys by the Commonwealth during or after any period referred to in clause 5(a)(iii) shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by clause 5(a);

**NOTICES** (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this Lease will be deemed to have been duly given or served if signed by or on behalf of the Commonwealth and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the Territory BUT if for any reason the Lessee does not have a registered office in the Territory then at the usual or last-known address of the

Lessee or affixed in a conspicuous position on the Premises;

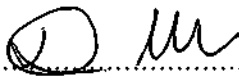
**EXERCISE OF POWER**

- (e) (i) Any and every right power and or remedy conferred on the Commonwealth, the Territory, or the respective Minister of the Commonwealth or the Territory hereunder or implied by law may be exercised on behalf of the Commonwealth, the Territory or the Minister, as the case may be by:
  - (A) the Minister;
  - (B) an authority or person for the time being authorised by the Minister referred to in clause 5(e)(i)(A) above or by law to exercise those powers or functions of the Commonwealth or the relevant Minister; or
  - (C) the person to whom the Minister referred to in clause 5(e)(i)(A) above has delegated any of his powers or functions under the National Land (Leased) Ordinance or any Statute Ordinance or Regulation substituted therefor; and
- (ii) A reference in this clause 5(e) to the Commonwealth is a reference to the Commonwealth of Australia only, irrespective of whether or not the Land has become or is Territory Land.

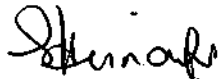
**IN WITNESS WHEREOF** the Commonwealth and the Lessee have executed this Lease.

**SIGNED SEALED and DELIVERED**

by  
a delegate of the Minister in the presence of:


  
.....

Witness Name (printed) **DULCE LANDER**  
**DEPARTMENT OF FINANCE**

}   
} **Suzanne Hitchciffe**  
**Assistant Secretary**  
**Department of Finance**  
**PROPERTY AND CONSTRUCTION**  
**DIVISION**

**EXECUTED by Campbell Resi An East Pty Limited ACN 604 271 150**

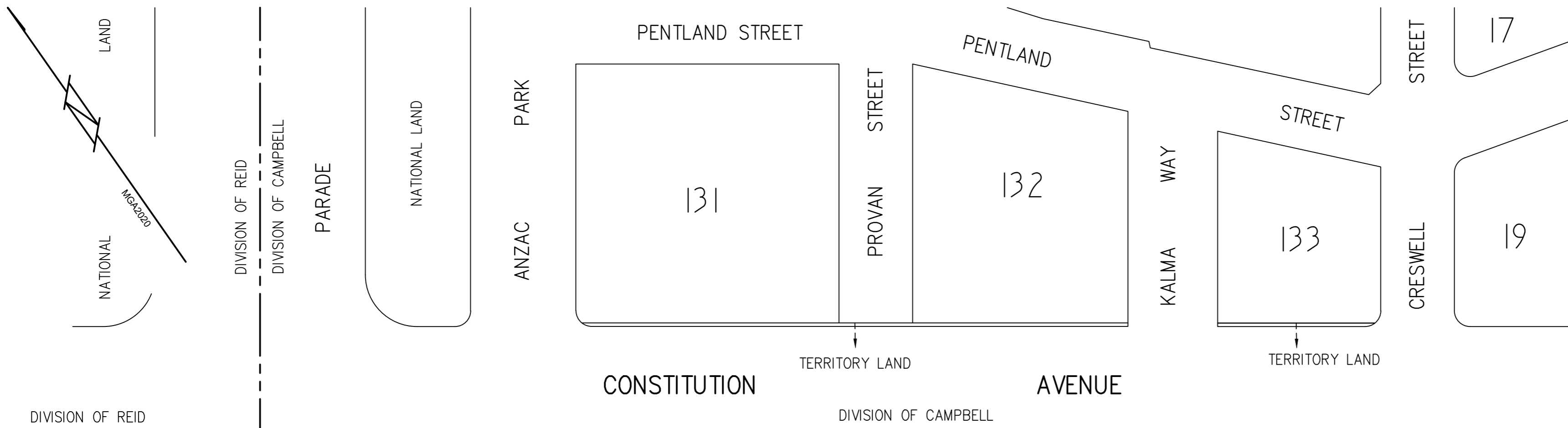
in accordance with section 127(1) of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Sole Director

**GRAHAM GERARD POTTS**  
Name (please print)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name (please print)

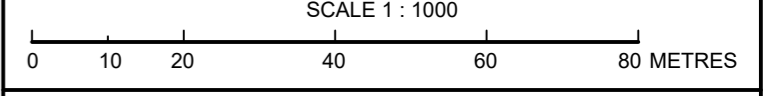


DEPOSITED PLAN  
16288/1

TITLE INFORMATION  
AMENDS DP11490  
X PLAN X22863

PLAN OF  
BLOCKS 4 & 5 SECTION 4  
BEING A SUBDIVISION OF  
BLOCK 2

DIVISION : PARKES  
DISTRICT : CANBERRA CENTRAL  
AUSTRALIAN CAPITAL TERRITORY



I, Matthew Dean Stevenson of Lonergan Surveying Pty Ltd a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 28/02/2024

*[Signature]*  
SURVEYORS REFERENCE 24015 Date 03/04/24

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

*[Signature]* 4/4/2024  
Date  
Surveyor-General of the ACT

LEGEND AND NOTES

Subject Boundary \_\_\_\_\_  
Adjoining Boundary \_\_\_\_\_  
Easement - - - - -  
Division Boundary \_\_\_\_\_

(D) PROPOSED DRAINAGE EASEMENT  
VARIABLE WIDTH

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

*[Signature]*  
Leanne Taunton  
Deputy Registrar-General

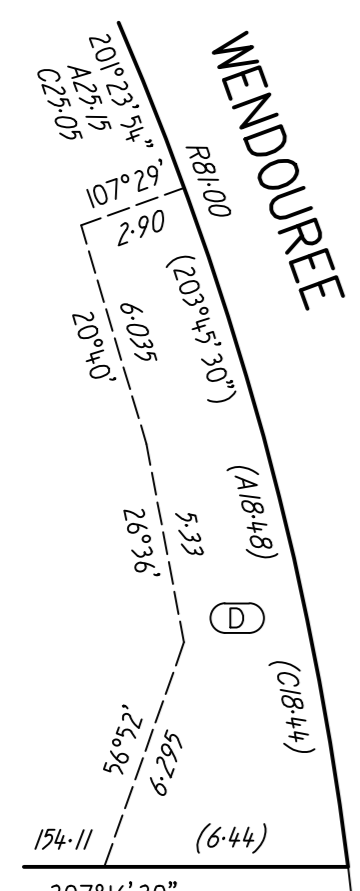
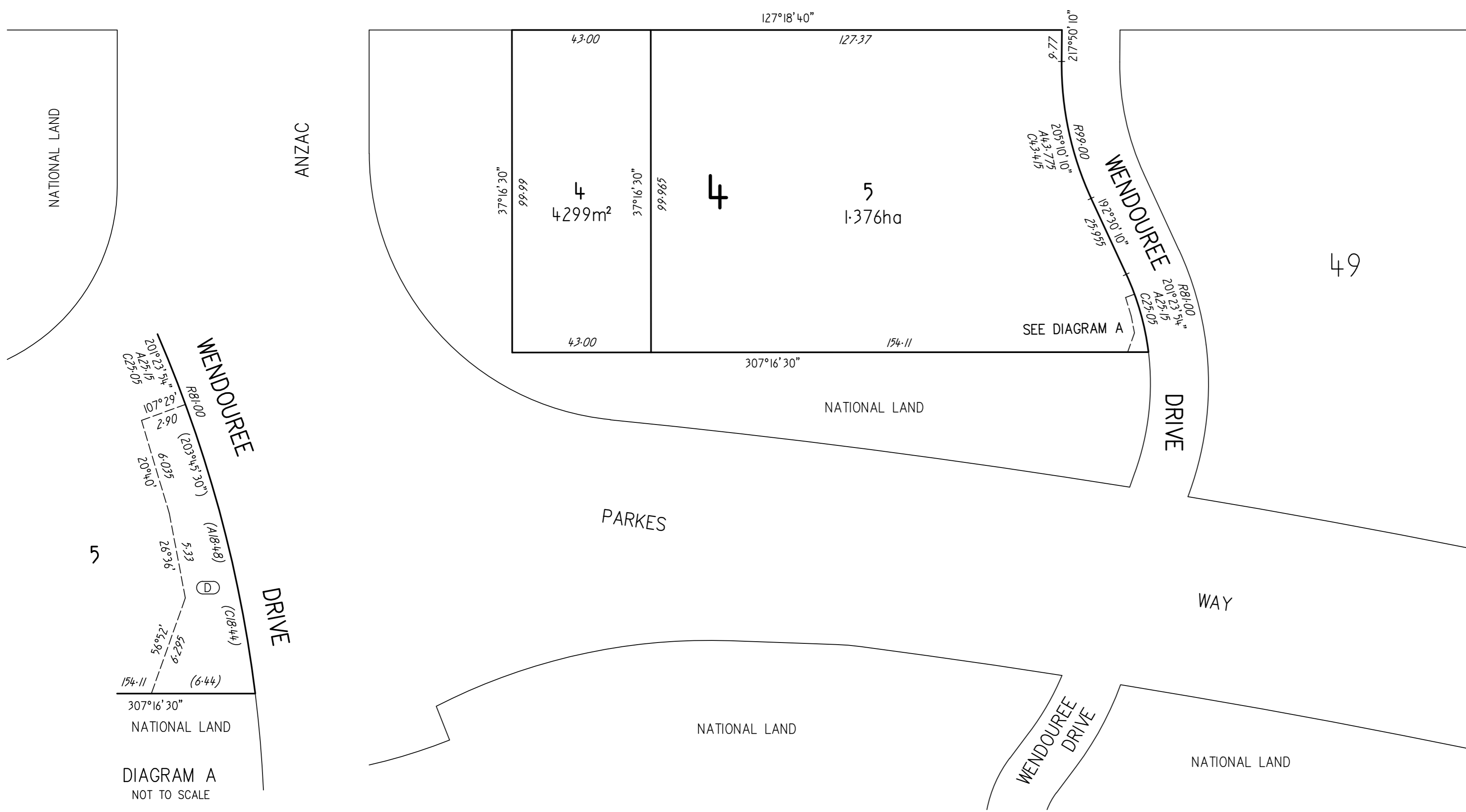
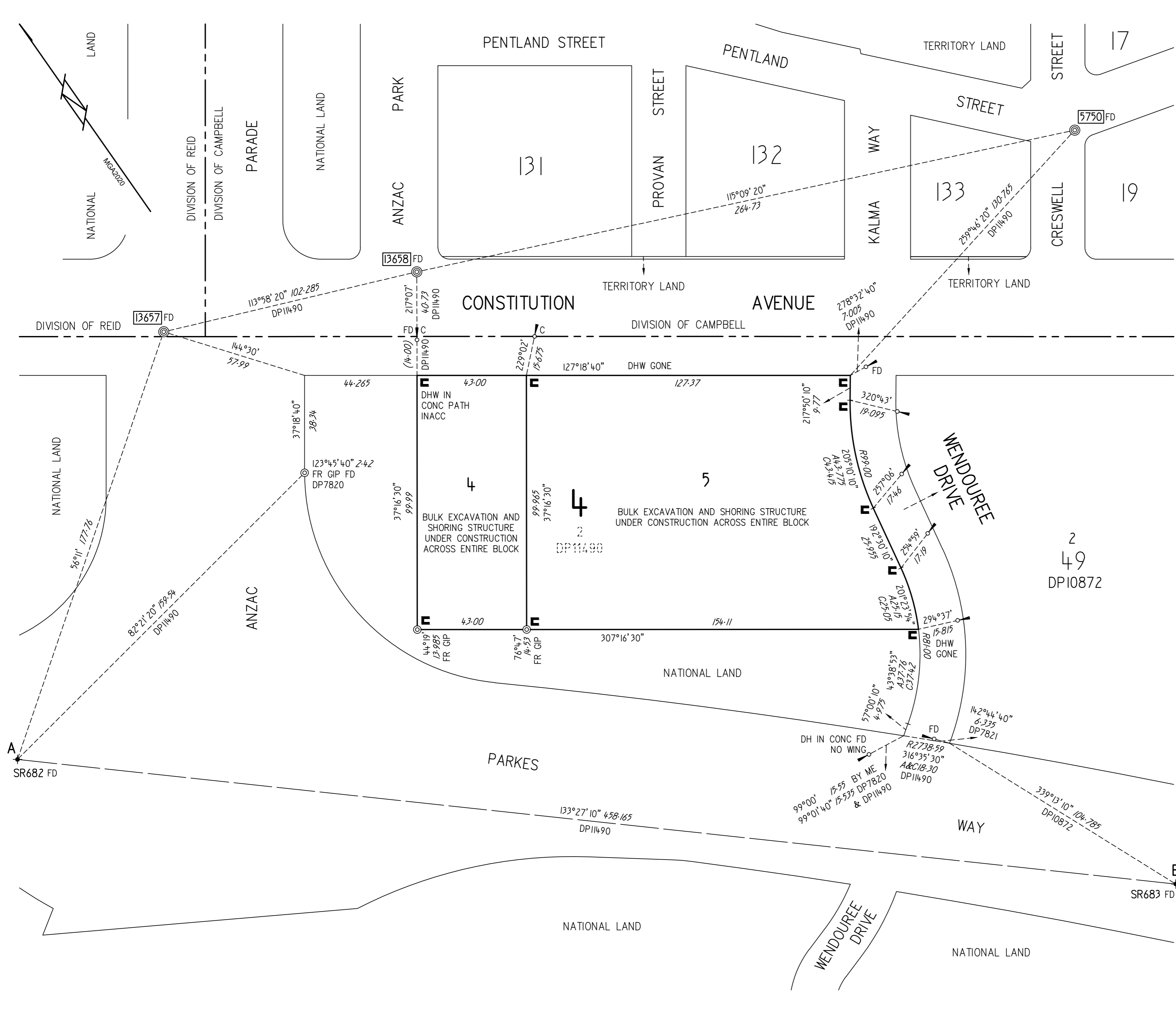


DIAGRAM A  
NOT TO SCALE



<b>DEPOSITED PLAN</b>	
<b>16288/2</b>	
<b>SURVEY INFORMATION</b>	
AMENDS	DP11490
X PLAN	X22863
<b>PLAN OF</b>	
<b>BLOCKS 4 &amp; 5 SECTION 4 BEING A SUBDIVISION OF BLOCK 2</b>	
<b>DIVISION : PARKES DISTRICT : CANBERRA CENTRAL AUSTRALIAN CAPITAL TERRITORY</b>	
SCALE 1 : 1000 	
<p>I, Matthew Dean Stevenson of Lonergan Surveying Pty Ltd a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 28/02/2024</p> <p style="text-align: right;"> SURVEYORS REFERENCE 24015 Date 03/04/24</p>	
<p>I certify that this plan has been examined in accordance with the Surveyors Practice Directions and Surveyor-General Guideline No. 6.</p> <p style="text-align: right;"> Surveyor-General of the ACT Date 4/4/2024</p>	
<b>LEGEND AND NOTES</b>	
<p>PEGS GONE UNLESS OTHERWISE SHOWN</p> <p> CNM INACC CONSTRUCTION SITE</p> <p> DHW IN CONC PATH</p>	
<p>Orientation Datum Line A - B 133°27'10" DP11490 STROMLO to MGA 2020 +1°09'40" SCDB All Easements are 2.5 metres wide (except as otherwise shown)</p>	
<b>PLANS USED</b>	
DP7820, DP7821, DP10872 & DP11490	
<b>SHEET 2 OF 2 SHEETS</b>	



## 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.

<b>Unit</b>	<b>0</b>	<b>Block</b>	<b>5</b>	<b>Section</b>	<b>4</b>	<b>Suburb</b>	<b>PARKES</b>
-------------	----------	--------------	----------	----------------	----------	---------------	---------------

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

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

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to 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: 28-AUG-24 15:25:37

Applicant's Name :

E-mail Address :

Client Reference :

Clayton Utz

mharris@claytonutz.com

81025211

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://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

28-AUG-2024 15:25

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**PARKES Section 4/Block 5**

**Area(m2):** 13,761.8

**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.

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

No Applications Found.

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. 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](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)

**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.

**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**



Dame Pattie Menzies Building  
16 Challis Street  
Dickson, ACT 2602

28-AUG-2024 15:25

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

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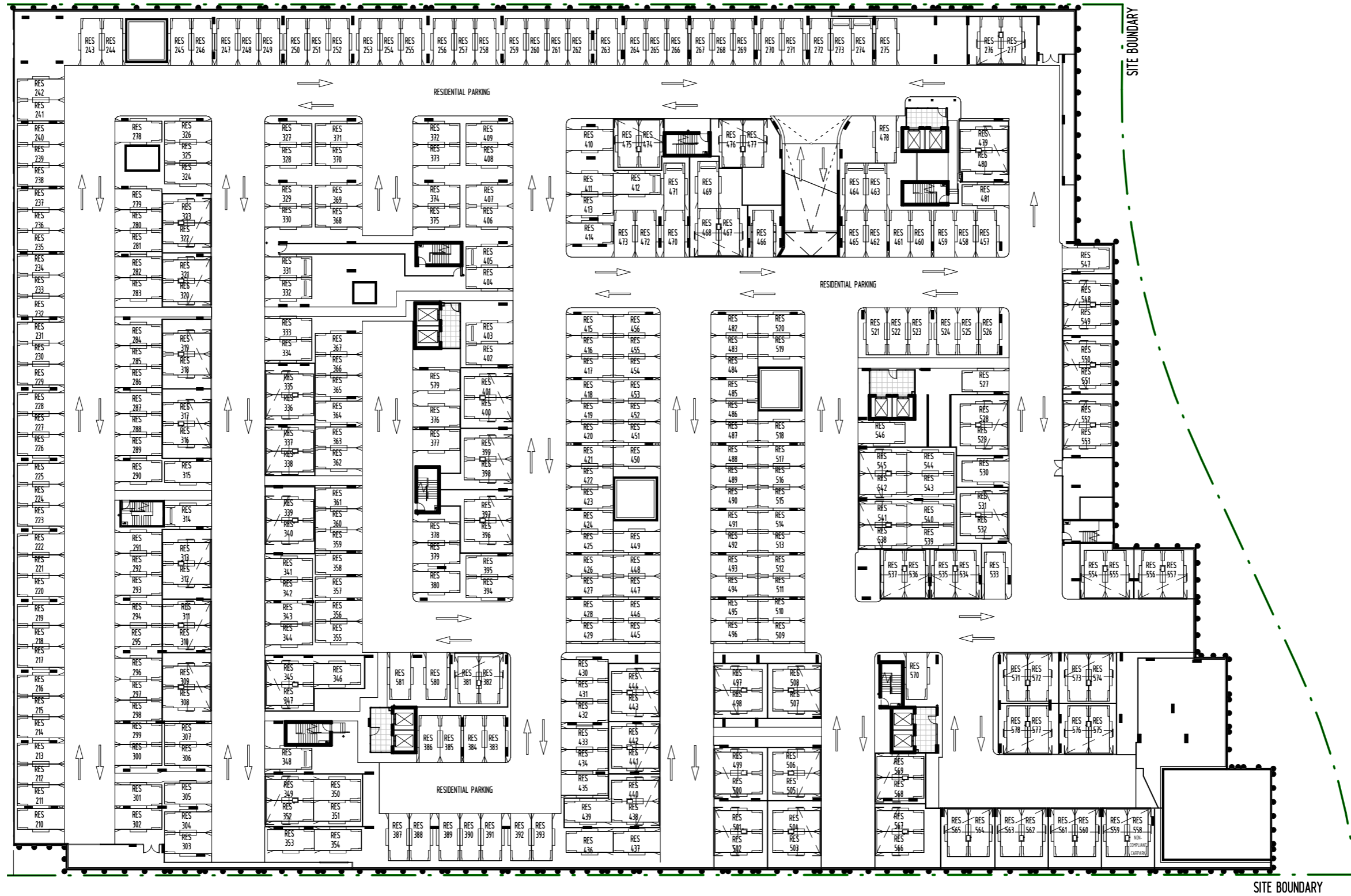
Page 2 of 2

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](http://www.tams.act.gov.au) or by phoning Access Canberra on 13 22 81.

**TREE PROTECTION ACT 2005**

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website [http://www.tams.act.gov.au/parks-recreation/trees\\_and\\_forests/act\\_tree\\_register](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 ----



THE EASTBOURNE

BASEMENT 2

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



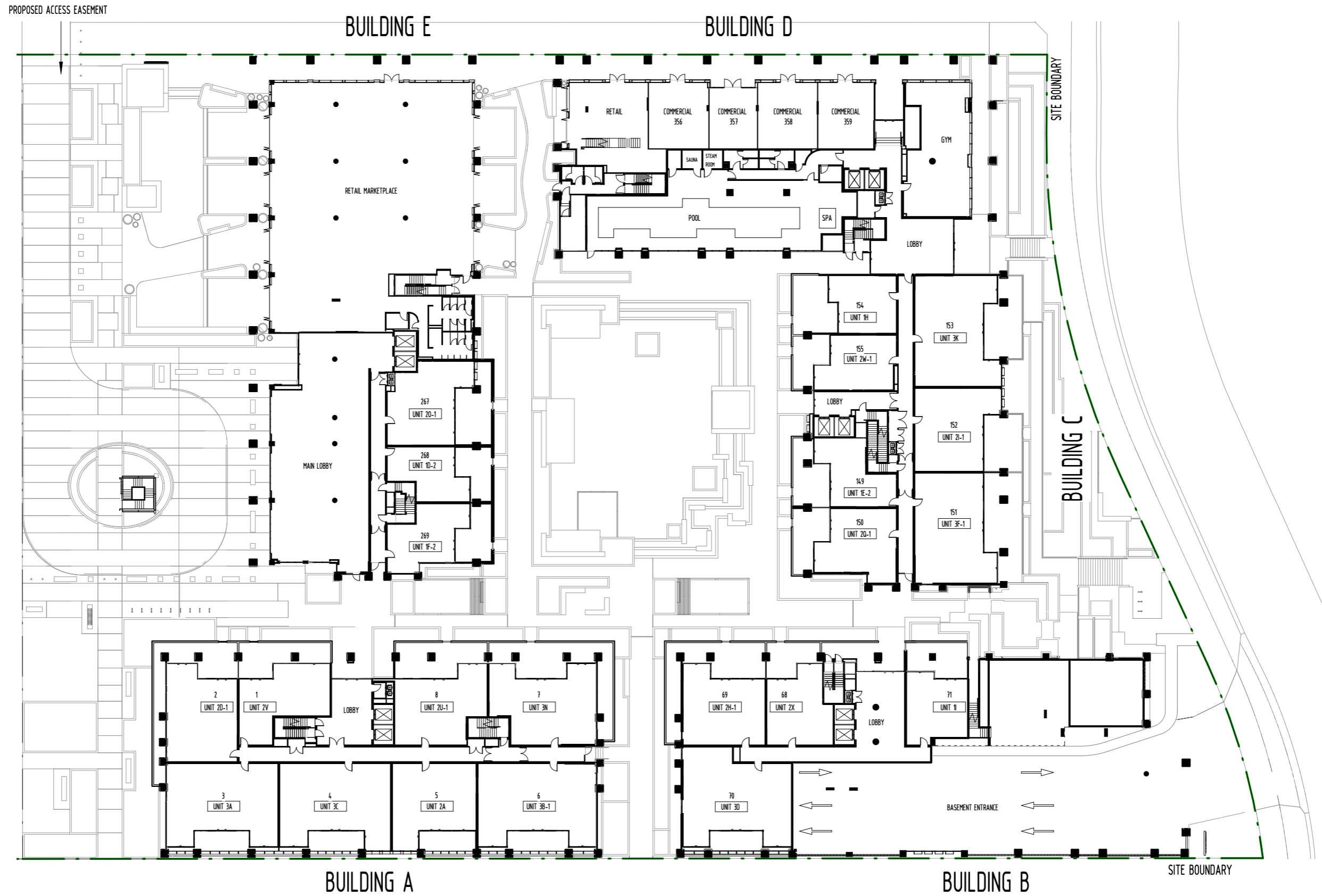
THE EASTBOURNE

BASEMENT 1

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0 2.5 5 10M

SCALE 1:500 @ A3



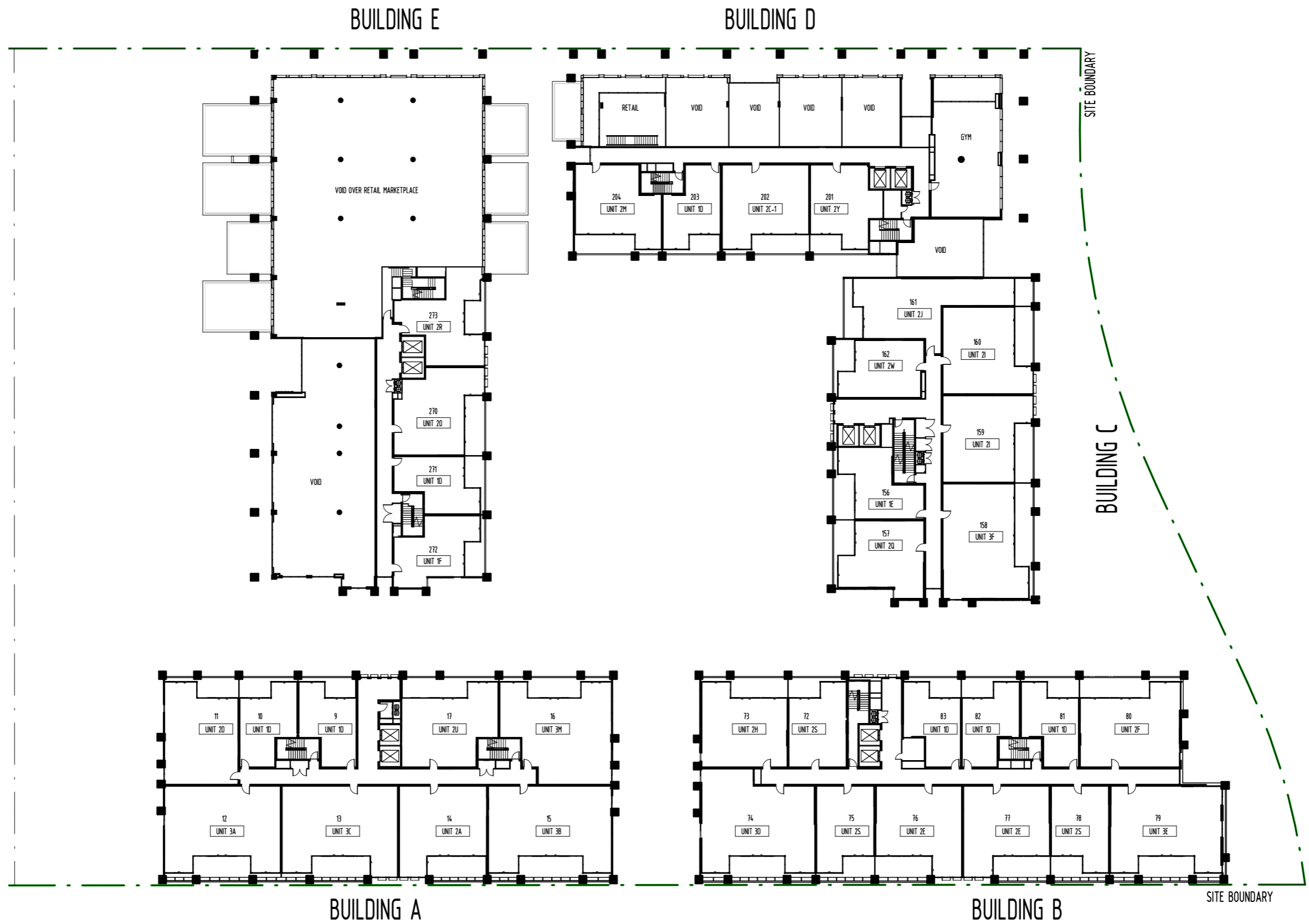
THE EASTBOURNE

GROUND FLOOR (LEVEL 1)

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



THE EASTBOURNE

LEVEL 2

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0 2.5 5 10M

SCALE 1:500 @ A3



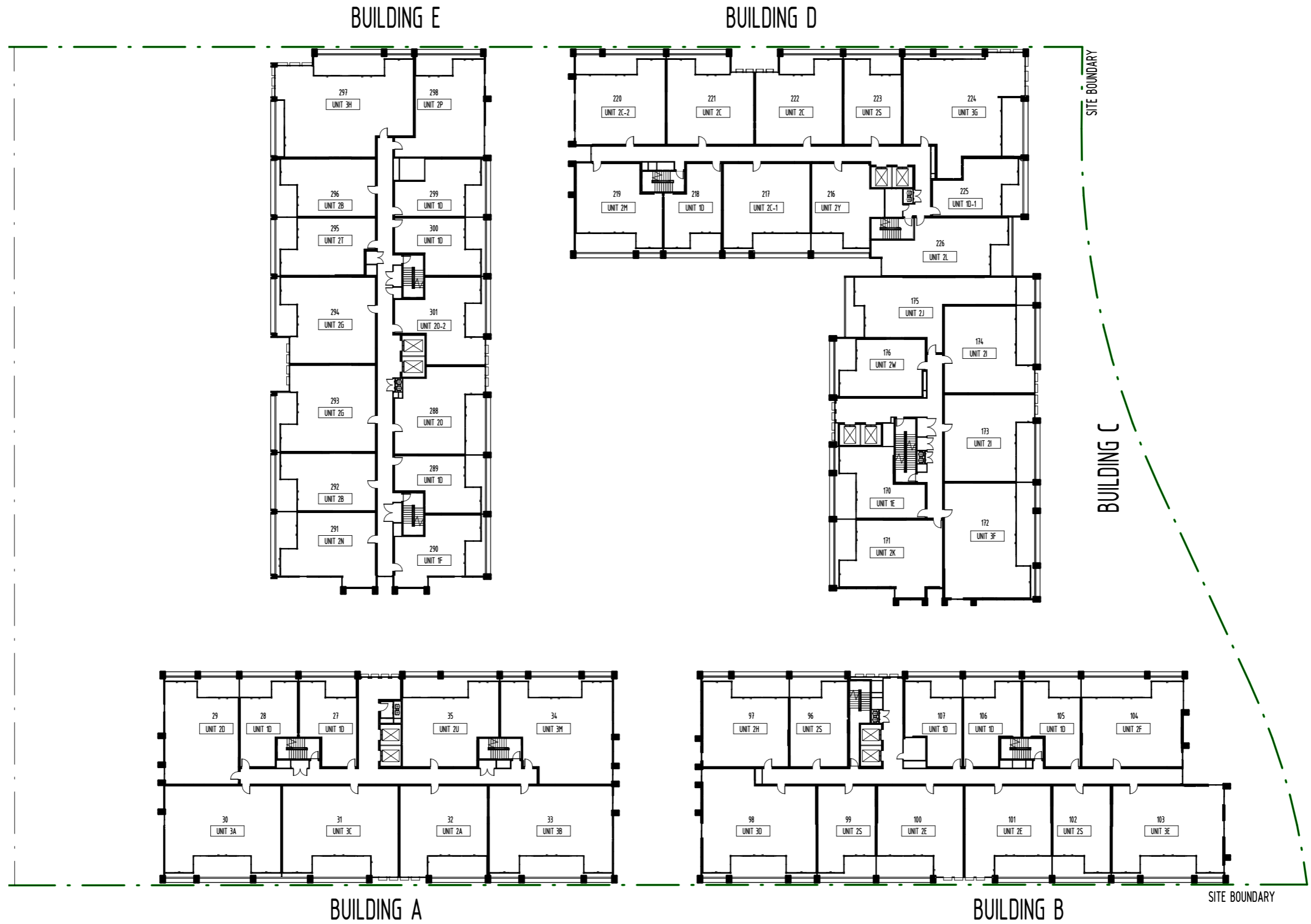
THE EASTBOURNE

LEVEL 3

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



THE EASTBOURNE

LEVEL 4

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



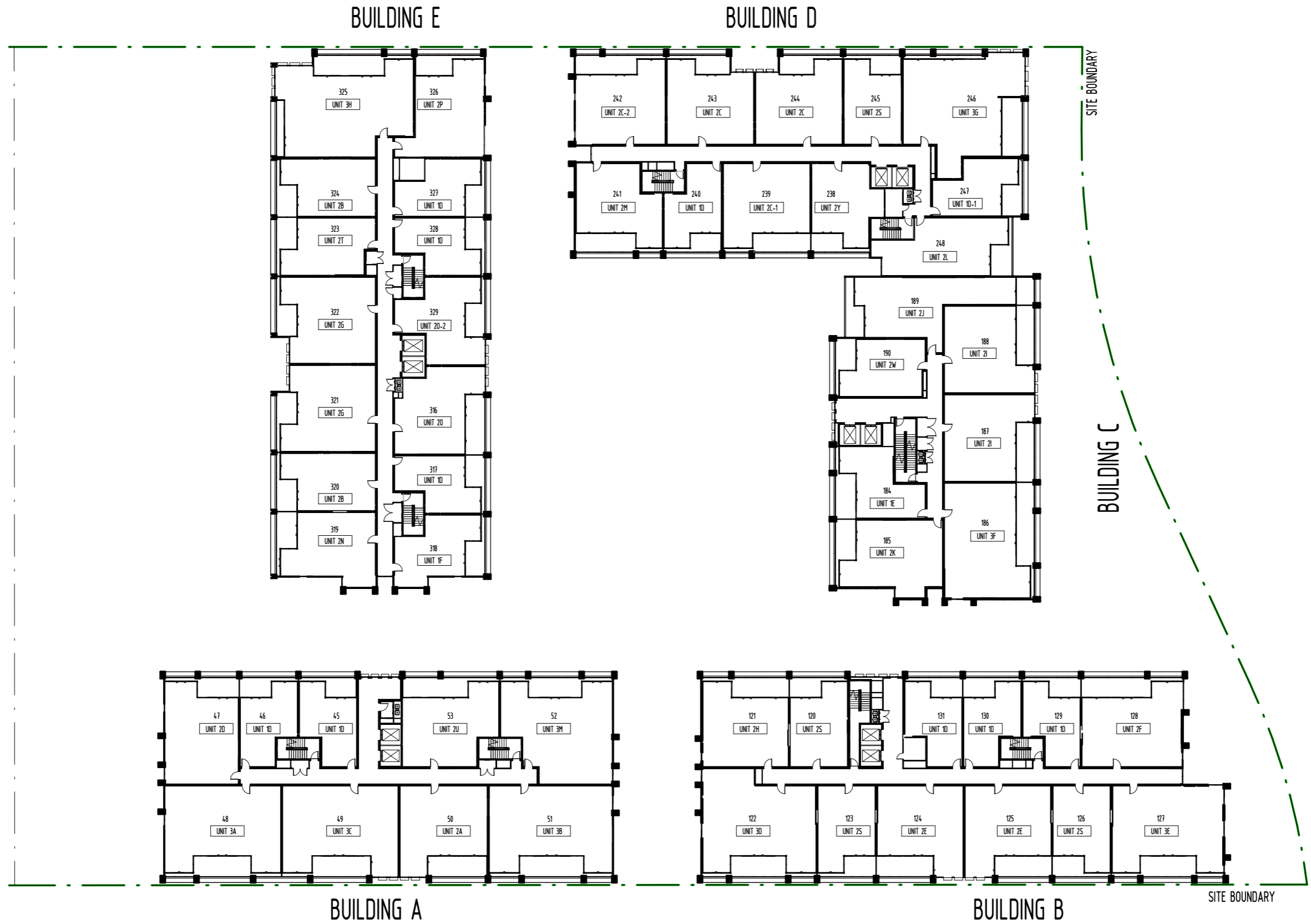
THE EASTBOURNE

LEVEL 5

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



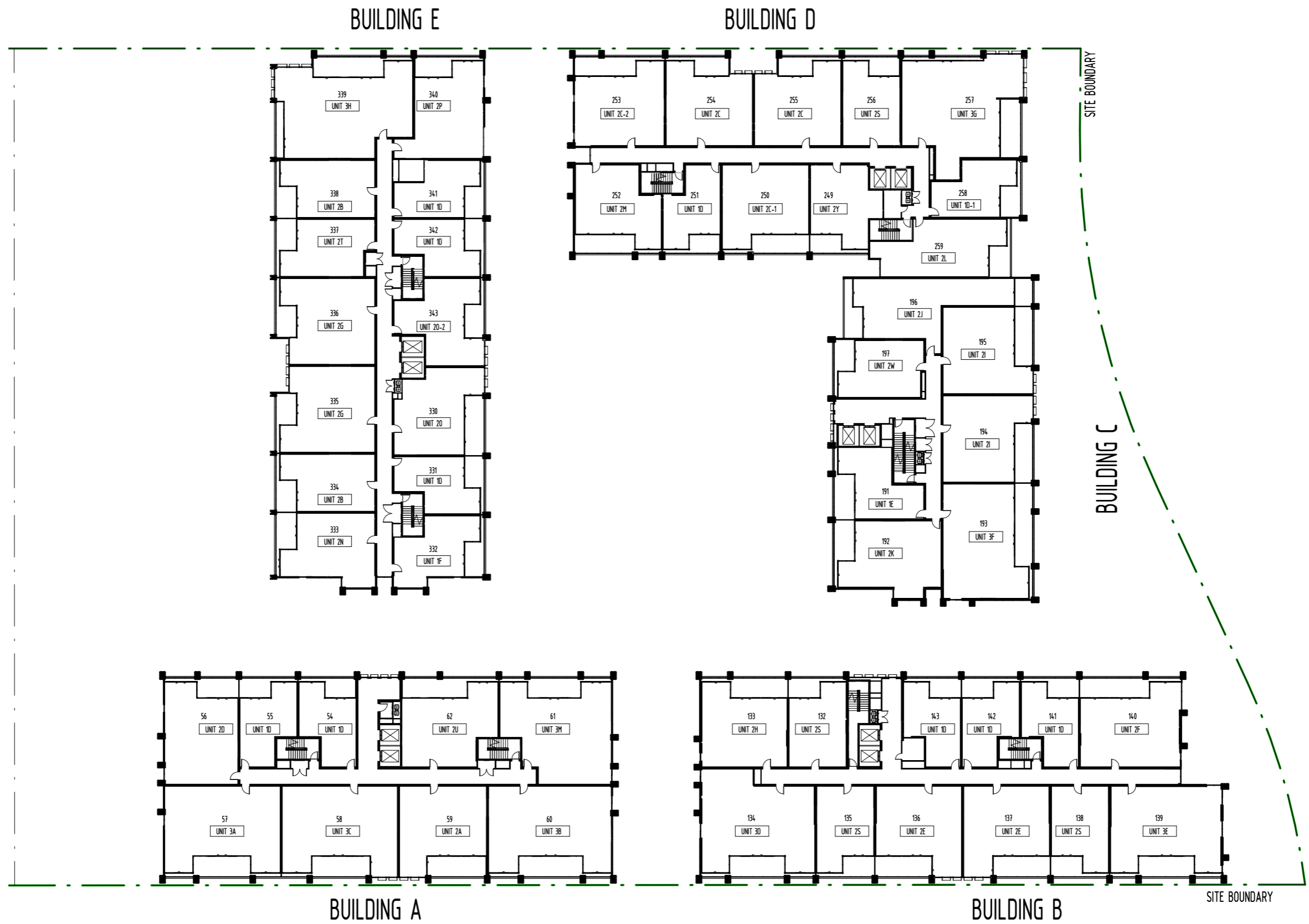
THE EASTBOURNE

LEVEL 6

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



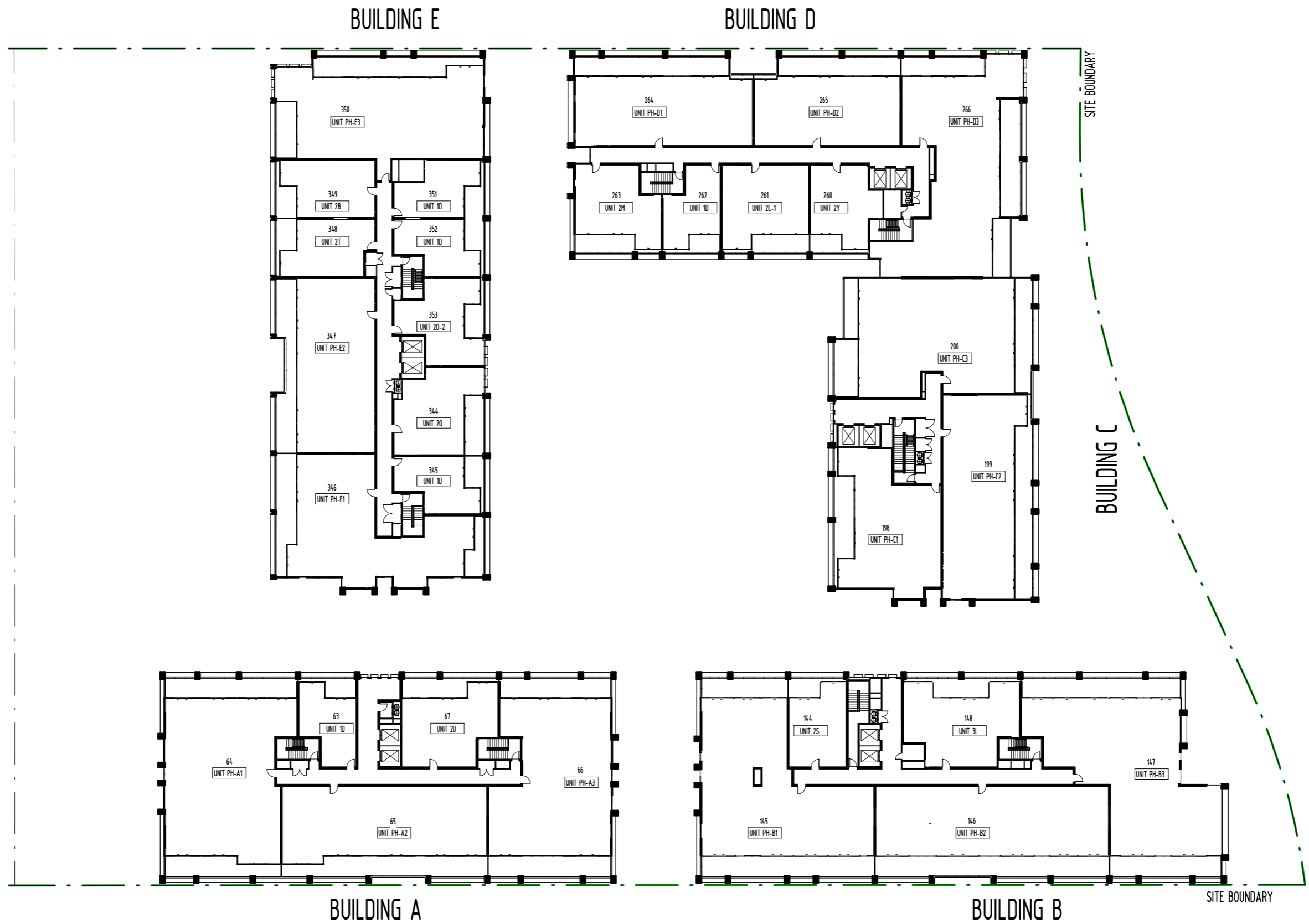
THE EASTBOURNE

LEVEL 7

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Window sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3



THE EASTBOURNE

LEVEL 8

Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions are indicative only and may be varied subject to detailed design and authority requirements. Windows sizes are indicative as downpipe locations vary.

0 2.5 5 10M

SCALE 1:500 @ A3





THE  
EASTBOURNE

INCLUSIONS LIST



## GENERAL

Structure	Piled basement perimeter walls, reinforced concrete and post-tensioned concrete floor slabs and roof slab.
Façade	Precast concrete, aluminium windows and feature elements.
Acoustic	Acoustic performance per the relevant National Construction Code (NCC).
Fire Services	Fire services per the relevant National Construction Code (NCC).
Landscaping	As per Landscape Architects' detailed design.
Letterboxes	1 Lockable letterbox per Apartment
Hot Water	Electric Instantaneous Hot Water Unit – located in each Apartment.
Internal Wall Finishes	Painted plasterboard finish to all walls unless noted otherwise.
Ceiling Finishes	Painted plasterboard finish typically.
Doors	Painted doors to apartments. Painted doors and aluminium glazed doors to Common Areas.
Skirtings	Timber skirting to all units and common areas unless noted otherwise.
External Apartment Windows & Sliding Doors	Powder coated aluminium window frames with double glazing to Architects' detailed design and to comply with the development's acoustic and energy efficiency rating requirements.  Fly screens to openable windows and doors.
Energy Efficiency Rating (EER)	Compliance with NCC Section J requirements. Minimum EER of 5 and an average EER of 6
Lifts	2 x passenger lifts are provided to each building servicing all floors.
Maintenance	270-day maintenance period.

## BASEMENT

Floors	Concrete slab basement floor - unsealed
Ceiling	Off-form concrete soffit. Insulation provided as required to slab soffit.
Lift Lobbies	Plasterboard walls and ceilings with tiled floors or equal.
Doors	Fire doors to be painted finish.
Lighting	To meet NCC and Australian Standard requirements for lighting levels.
Common Area Roller Doors	Powder coat finished roller doors.
Private Garage (if shown on plan)	Enclosed garage with powder-coated garage door and perimeter walls with required ventilation provisions. Single Phase EV Isolator Point to each garage (supply and install of EV Charger is the responsibility of the purchaser).
Storage Cages	Colorbond-clad (or similar) storage cage, allocated to each apartment (excludes apartments allocated a Private Garage)
Fire Stairs	Fire stairs are to be prefab stairs with galvanized handrails. All finishes to be from concrete or equal.
Waste Rooms	Masonry (or equal) walls with off-form concrete ceilings and powder coated roller shutter doors. Rooms to comply with TCCS / ACT NoWaste requirements.

## SECURITY & ACCESS CONTROL

Building Access Control	Electronic access control to each Building's foyer, external entry doors, lifts, gym and pool.
Basement Access Control	Basement access (entry and exit) is to be controlled via remote access.
Closed Circuit Television (CCTV)	CCTV monitoring at each Building's foyer, lifts and the carpark entry/exit.
Keys	Master keying system to all Apartments and common areas where electronic access control has not been provided.
Visitor Access	Intercom security system for visitor access to each Building's main entrances with door and lift control.

## COMMUNICATIONS & DATA SERVICES

Digital TV	Pre-wire and connection to free-to-air TV channels in rooms specified.
Cabled Broadband/ Telecommunications	Within each Apartment, Cat 6 or equivalent cabling will be routed to enable Broadband access. Broadband or any other internet access via this cabling is subject to apartment residents subscribing and fitting a router or wireless hub. The Purchaser is responsible for end-user connection fees.
	1,2 and 3 Bedroom Apartments receive 2 x data points. Penthouse Apartments receive 3 x data points.
TV	1 x Free-to-air outlet to each Living and Family Room.

## MECHANICAL SERVICES

Air Conditioning	Ducted air-conditioning system to bedrooms and living area with condenser units located in plant bays on the roof.
Bathroom / Laundry Ventilation	Mechanical externally vented system to all wet areas with make-up air supply path and externally vented kitchen range hoods.

## APARTMENT ENTRY

Wall & Ceiling Finishes	Painted plasterboard ceilings and painted plasterboard walls.
Floor Finish	Engineered Timber Floor – colour as per Purchaser's selections.
Lighting	LED downlights to Architects' detailed design.

## LIVING, FAMILY OR LOUNGE ROOM

Wall & Ceiling Finishes	2700mm high ceilings painted plasterboard ceilings and painted plasterboard walls.
Floor Finish	Engineered Timber Floor – colour as per Purchaser's selections.
Lighting	LED downlights to architects detailed design.
Power	2 x Double GPO's.

**MULTI-PURPOSE ROOM (MPR - WHERE SHOWN ON PLAN)**

Wall & Ceiling Finishes	Generally, 2700mm high painted plasterboard ceilings and painted plasterboard walls – colour as per Purchaser's selections.
Floor Finish	Engineered Timber Floor – colour as per Purchasers' selections.
Lighting	LED downlights to Architects' detailed design.
Power	2 x Double GPOs.
TV	1 x Free-to-air outlet.

**DINING ROOM**

Wall & Ceiling Finishes	2700mm high ceilings painted plasterboard ceilings and painted plasterboard walls.
Floor Finish	Engineered Timber floor – colour as per Purchaser's selections.
Lighting	LED downlights to Architects' detailed design.
Power	1 x Double GPO.

**KITCHEN (1 BED, 1 BED + STUDY, 2 BED, 2 BED + STUDY)**

Wall & Ceiling Finishes	Minimum 2400mm high ceilings painted plasterboard ceilings and painted plasterboard walls.
Floor Finish	Engineered Timber floor – colour as per Purchaser's selections.
Kitchen Benchtop	20mm Granite stone benchtop – colour as per Purchaser's selections.
Joinery Finishes	To Architects' detailed design – colour as per Purchaser's selections.
Splashback	Granite stone - colour as per Purchaser's selections.
Tapware	Streamline Vierra - RR018700.SN
Sink	Clark Prism single bowl undermount sink stainless steel.
Sink (2 Bedroom + Study)	Clark Prism 1.5 bowl undermount sink stainless steel.
Microwave	Spatial provision for a microwave (excludes 2 Bed + Study Apartments).
Microwave Speed Oven (2 Bed + Study only)	Miele Speed Oven H7240 BM.
Lighting	LED downlights to Architects' detailed design, with LED accent lighting to splashbacks.
Power	2 x Double GPOs plus GPO/power connection to rangehood, dishwasher, oven, cooktop, microwave and fridge cavity.
Oven	Miele H2851 BP
Cooktop	Miele KM7361 FL – Induction
Rangehood	Miele DA2450 – Externally ducted
Dishwasher	Miele G5000 SCI CLST I Semi-integrated

**KITCHEN (3 BED AND PENTHOUSES)**

Wall & Ceiling Finishes	Min. 2400mm high ceilings painted plasterboard ceilings and painted plasterboard walls.
Floor Finish	Engineered Timber floor – colour as per Purchaser’s selections.
Kitchen Benchtop	20mm Granite Stone benchtop – colour as per Purchaser’s selections.
Joinery Finishes	To Architects’ detailed design – colour as per Purchaser’s selections.
Splashback	Granite Stone – colour as per Purchaser’s selections.
Tapware	Streamline Vierra RR018700.SN
Sink	Clark Prism double bowl undermount sink stainless steel.
Microwave Speed Oven	Miele Speed Oven H7440 BM
Lighting	LED downlights to Architects' detailed design, with LED accent lighting to splashbacks.
Power	2 x Double GPO’s plus GPO/power connection to rangehood, dishwasher, oven, cooktop, microwave, fridge.
Oven	2 x Miele H 7464 BP
Cooktop	Miele KM7594-2FL – Induction
Rangehood	Miele DA2698 – Externally ducted.
Dishwasher	Miele G5000 SCI CLST I semi integrated.
Butlers Pantry (if shown on plan)	1 x Clark Prism single bowl undermount sink stainless steel. Streamline sink mixer – Brushed Nickel. Granite Stone benchtop to match the kitchen. Joinery to Architects’ detail.
Integrated Fridge/Freezer	Fully integrated Fridge/Freezer RS9120WRJ1. Water point to be installed to allow ice-making function.

**MAIN BEDROOM (BED 1)**

Wall & Ceiling Finishes	2700mm high ceilings painted plasterboard ceilings and painted plasterboard walls (except where bulkheads present) – colour as per Purchaser’s selections.
Floor Finish	Carpet floor finish – colour as per Purchaser’s selections.
Lighting	LED downlights to Architects' detailed design.
Power	3 x Double GPO’s.
TV	1 x Free-to-air outlet.
Robe	Sliding doors with internal melamine carcass, hanging rails, shelves and drawers.
Walk-in Robe (if shown on plan)	Internal timber laminate feature joinery, hanging rails, shelves and drawers.

### SUPPLEMENTARY BEDROOMS

Wall & Ceiling Finishes	2700mm high ceilings painted plasterboard ceilings and painted plasterboard walls (except where bulkheads present) – colour as per Purchaser’s selections.
Floor Finish	Carpet floor finish – colour as per Purchaser’s selections.
Lighting	LED downlights to architects detailed design.
Power	2 x Double GPO’s.
TV	1 x Free-to-air outlet.
Robe	Sliding doors with internal melamine carcass, hanging rails, shelves and drawers.
Walk-in Robe (if shown on plan)	Internal timber laminate feature joinery, hanging rails, shelves and drawers.

### BATHROOM & ENSUITE

Finishes	Fully tiled walls and floors with 2400mm high painted plasterboard ceilings – colour as per Purchaser’s selections.
Under Tile Heating	Electric under-tile heating to all bathrooms and ensuites.
Excludes Powder Rooms	LED downlights to Architects' detailed design.
Vanity Unit	Built-in joinery vanity and mirrored shaving cabinet unit with Granite stone benchtop, fascia panel and splashback – colour as per Purchaser’s selections.
Shower Mixer	Streamline Vierra – RR018300.SN.
Shower Head	Streamline shower column and tubular hand shower set - AX02316.BN.
Bath (if shown on plan)	Caroma Urbane 1600mm AU6WFW.
Vanity Mixer	Streamline Vierra RR018220.SN.
Bath Mixer	Streamline Vierra RR018220.SN.
Vanity Basin	Caroma CARAVELLE under counter basin.
Toilet Suite	Caroma LUNA cleanflush toilet suite.
Toilet Roll Holder	Streamline toilet roll holder.
Shower Screen	Frameless glass shower screen.
Lighting	LED downlights to Architects' detailed design.
Power	1 x Double GPO.
Towel Rail (1 Bed & 2 Bed)	1 x Axis Towel Rail to Bathroom. 1 x Axis Towel Rail to Ensuite. Excludes Powder Rooms.
Towel Rail (3 Bed & Penthouse)	1 x Axis Towel Rail to Bathroom. 1 x Heated Towel Rail to Ensuite. Excludes Powder Rooms.

### LAUNDRY - EURO

Wall & Ceiling Finishes	Painted plasterboard ceilings and painted plasterboard walls with tiled splash backs – colour as per Purchaser’s selections.
Floor Finishes	Tiled floor and skirtings – colour as per Purchaser’s selections.
Sink & Cabinet	Clark Eureka 35 litre compact tub and cabinet.
Laundry Sink tapware	Streamline AXUS sink mixer – Chrome.
Lighting	LED downlights to Architects’ detailed design.
Power	1 x Double GPO outlet.
Washing Machine Cocks	Streamline ENEO washing machine stop taps.
Washer / Dryer	Bosch WNA254U1AU.

### LAUNDRY - ROOM

Wall & Ceiling Finishes	Painted plasterboard ceilings and painted plasterboard walls with tiled splash backs – colour as per Purchaser’s selections.
Floor Finishes	Tiled floor and skirtings – colour as per Purchaser’s selections.
Joinery	As per the Architect’s detail.
Laundry Sink	Clark undermount 1 Bowl sink stainless steel.
Laundry Sink Tapware	Streamline AXUS sink mixer.
Lighting	LED downlights to Architects’ detailed design.
Power	1 x Double GPO outlet.
Washing Machine Cocks	Streamline ENEO washing machine stop taps.
Washing Machine	Bosch WGG24402AU.
Dryer	Bosch WQG24201AU.

### BALCONY & COURTYARDS

Floor Treatment	Pedestal pavers to all balconies and courtyards.
Lighting	LED Light Fitting to Architects’ detailed design.
Power	1 x Weatherproof double GPO per apartment where the total cumulative courtyard/balcony area exceeds 25m <sup>2</sup> for that Apartment.
Tap	1 x External tap per apartment where the total cumulative courtyard/balcony area exceeds 25m <sup>2</sup> for that Apartment.
Privacy Screens	As per Architects’ detail.
Balustrades	Balcony balustrade to Architects’ detail including precast concrete balustrades and/or semi-frameless glass.

## PURCHASER'S SELECTIONS

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Natural Materials Purchasers are advised that the finishes proposed for use in the apartments may include natural materials such as granite, marble, limestone, reconstituted stone products, timber veneer and timber.

Natural materials may display characteristics which may vary from the samples shown on the display colour boards due to the intrinsic nature of such naturally occurring materials.

Natural materials require specified ongoing maintenance and care to maintain durability and appearance. Maintenance protocols will be outlined within the Owners Manual provided to purchasers at settlement.

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Lights, GPO's, Bathroom Accessories Light fittings, GPO's, access control system, TV/cable outlets, telecommunication outlets and bathroom accessories are subject to detailed architectural design.

Minor variations in location and quantities of these items may occur following detailed architectural design.

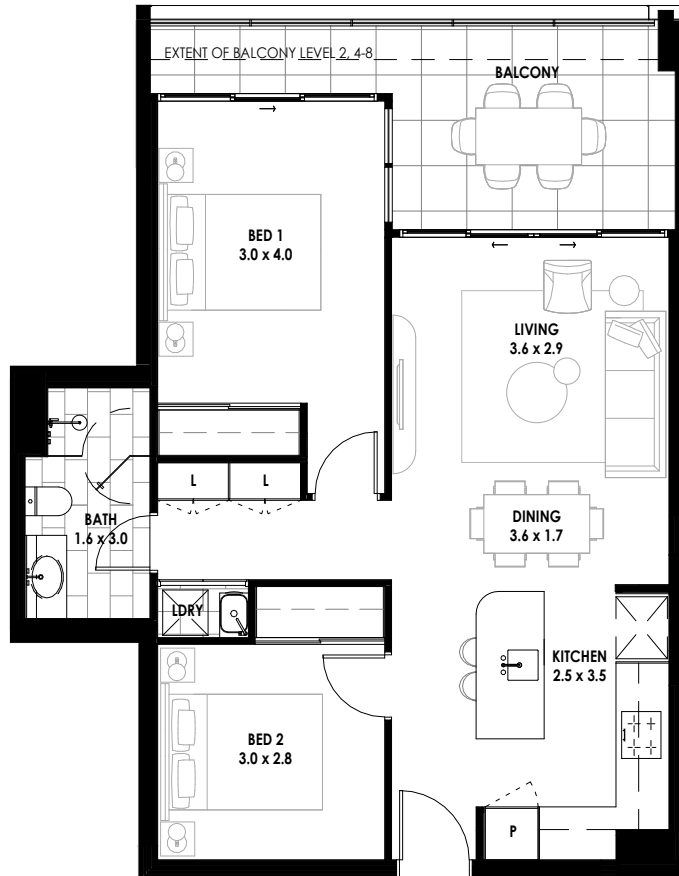
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Product Substitution The Seller reserves the right to substitute any specified inclusions with that of a similar quality.

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### Disclaimers:

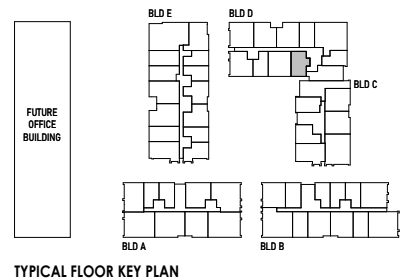
- We reserve the right to change the finishes and chattels referred to in this schedule provided that the replacement finishes and chattels are of an equivalent or better standard.
  - Appliance providers may update selected items and change the model numbers from those selected. We reserve the right to provide the alternate nominated replacement product.
  - All fittings, fixtures and chattels referred to in this schedule were available at the date this schedule was prepared. Should manufacturers cease supply of any fittings, fixtures or chattels, these items will be replaced by the manufacturer's replacement and/or we reserve the right to supply an alternate product of equivalent quality or better.
  - All finishes referred to are for colour or quality references and may also be substituted for equivalent or better quality based upon supply and availability.
  - Details may be subject to change. The developer reserves the right to amend inclusions on this specification without notice. The contract takes precedence over this Inclusions List. No responsibility is taken for any errors or omissions.
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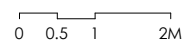
THE EASTBOURNE

**Type 2Y**  
201, 205, 216, 227, 238, 249, 260

2 Bedroom | 1 Bathroom  
Internal 73.2 m<sup>2</sup> | External L3: 13.8 m<sup>2</sup> L2, L4-8: 10.0 m<sup>2</sup>



Area calculations is for gross floor area and is measured to the outside face of external walls and common area walls and to the centre line of party walls and includes riser shafts and vertical service ducts. Balcony area is measured to the centre of the balustrade. Courtyard area is measured to the inside face of the fence. Any areas or dimensions shown are indicative only and may be varied subject to detail design and authority requirements. Windows sizes are indicative as downpipe locations vary. Northpoint relates to keyplan orientation.





## Energy Efficiency Rating Certificate for a single dwelling\*

*Civil Law (Sale of Residential Property) Act 2003 pt3 and  
Civil Law (Sale of Residential Property) Energy Efficiency Rating  
Guidelines Determination 2009 (No 2)*



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia  
Housing Provisions Verification V2.6.2.1

\*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

### Property Information

Unit 205      Block 5      Section 4  
Street Address Parkes  
Property Owner Campbell Resi an East Pty Ltd  
Owner's Address

### Energy Rating Assessor

Name Sulaiman Akbari [COLA Lic No. 2011217]      Company Arc Essentials  
Address 3 Lamilami Place, Bonner  
Telephone 0468920700      Email arcessentials@hotmail.com

House Energy Rating software BERS PRO      Version 4.4

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
6.2	86.0	9.0	143.9	10.5	154.4

### Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.  
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
<b>Roof</b>					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	None				
<b>Ceilings</b>					
Construction Type	Insulation R Value	Insulation description			
Concrete/Lined	None				
<b>Floors</b>					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
<b>Internal Walls</b>					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
<b>External Walls</b>					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined - Cladding/Lined Party Wall System	R 2.0 + Foil	Medium			
Party Wall System	Fire/Sound Rated	Between Units			
Party Wall System	R 2.0 [Fire/Sound]	Unit to Hallways			
Concrete/Lined	R 2.0 + Foil	Units to Services			
<b>Windows</b>					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Double Glaze [To meet Acoustic]	Imp. Aluminium	4.13	0.43	40.0	

**Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)**

Window & Floor Coverings as per inclusions list

**External Shading (eg pergolas, verandas, louvres, awnings etc)**

Shading Devices as per Plans

**Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration**

Orientation (from nominal north)	45
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	
Vented downlights	Sealed Lighting

\*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

30-06-2024

SUAKBARI

ASSESSOR