

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

Schedule

Land	The unexpired term of the Lease	Unit 161	UP No. 16855	Block 22	Section 12	Division/District Phillip
	and known as 1001/1 Brewer Street, Phillip					
Seller	Full name	Xanthe Veronica Cooke Fenwick				
	ACN/ABN					
	Address	37 Kneebone Street Bonython ACT 2905				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	JC/SC 60374		
	Email	john.chamberlain@lexmerca.com.au				
	Phone	+61 (2) 6181 2900	Fax	+61 (2) 6181 2911		
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	HIVE Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	HIVE Property (ACT) Pty Ltd				
	Ref	Samantha Linsdell				
	Phone	0402 507 902	Email	samanthal@hiveproperty.co		
	DX/Address	Level 1/4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	Potential residential land?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No	<input type="checkbox"/> Yes	
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone		Fax			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price)			<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance					
Date of this Contract						
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
Read This Before Signing Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions List
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	nil % per annum
Interest rate if the defaulting party is the Buyer	10.00 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$440 (incl GST)

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			



Product	Title Details
Date/Time	12/04/2026 05:17PM
Customer Reference	60374
Order ID	20260412000028
Cost	\$35.00

Volume 3026 Folio 821 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Phillip Section 12 Block 22 on Deposited Plan 15981 with 268 units on Unit Plan 16855

Unit 161 (Class A) entitlement 19 of 10000, 3 subsidiaries

Lease commenced on 20/03/2026, terminating on 20/11/2079

Proprietor

ZAPARI PROPERTY CORINNA STREET PTY LTD

10/33 BOUGAINVILLE STREET, GRIFFITH ACT 2603

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
25/03/2024	3303357	Mortgage to ALCEON GROUP SECURITY HOLDINGS PTY LIMITED (ACN: 613 555 712)

End of interests

ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
202037991	Development Application	14/12/2020	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	04/02/2022

Description

AMENDMENT TO DA202037991 (S144B) - PROPOSAL FOR A 15 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT. Amendment to development application for demolition of the existing buildings and construction of mixed-use development with commercial and residential tenancies, basement carparking, verge alterations, tree removal and associated works. which is still under consideration - the amendment is for ground floor services layout changes, modified building setbacks, reduced building height, car park alterations, façade revisions, landscaping modifications, internal layout changes and associated works.



Product	Title Details
Date/Time	20/03/2026 11:28AM
Customer Reference	2600692
Order ID	20260320000572
Cost	\$35.00

Volume 3026 Folio 660 Edition 1

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Phillip Section 12 Block 22 on Deposited Plan 15981 with 268 units on Unit Plan 16855

Lease commenced on 20/03/2026, terminating on 20/11/2079

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,855

Vantage Strata, 1 Brewer Street Phillip ACT 2606

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests



DEPOSITED PLAN

15981/1

TITLE INFORMATION

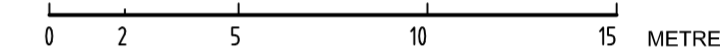
AMENDS DP 4741, DP 4938, DP 15370

X PLAN X22701

PLAN OF
BLOCK 22 SECTION 12
BEING A CONSOLIDATION OF
BLOCKS 4 5 & 7

DIVISION : PHILLIP
DISTRICT : WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 200



I, DAVID AMBROSE STONE of VERIS Australia 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 13/06/2023

09/08/2023

Surveyors Ref: 22021-271

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

9/8/2023

Surveyor-General of the ACT

Date

LEGEND AND NOTES

Subject Boundary _____
Adjoining Boundary _____

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

12:54 pm, 13/09/2023

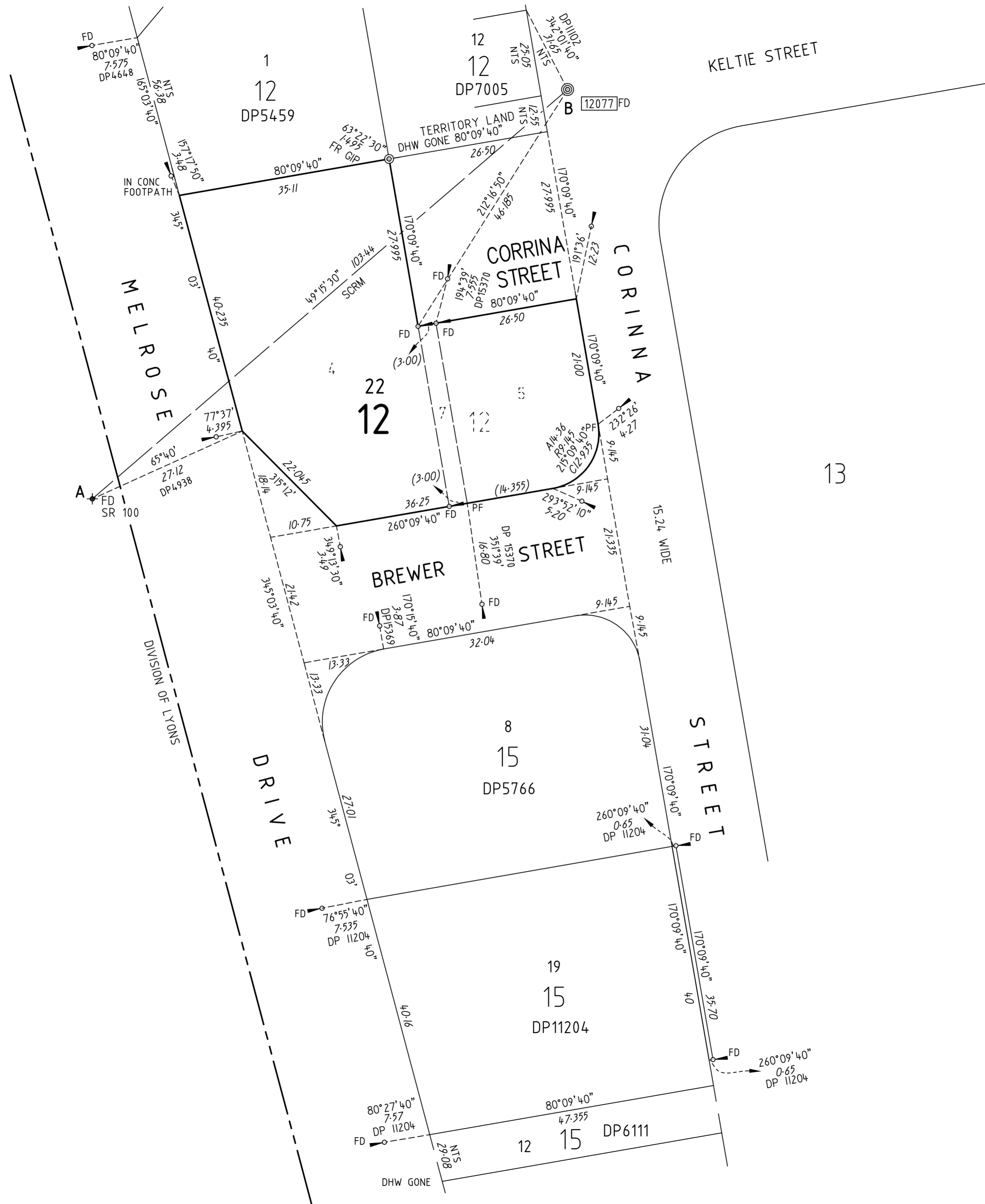
Approved

David Pryce
Registrar-General



Registrar of Titles

MGA 2020



DEPOSITED PLAN
15981/2

SURVEY INFORMATION
AMENDS DP 4741, DP 4938, DP 15370
X PLAN X22701

PLAN OF
BLOCK 22 SECTION 12
BEING A CONSOLIDATION OF
BLOCKS 4 5 & 7

DIVISION: PHILLIP
DISTRICT: WODEN VALLEY
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 500
0 5 10 20 30 40 METRES

I, DAVID AMBROSE STONE of VERIS Australia 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 13/06/2023

[Signature]
09/08/2023
Surveyors Ref: 22021-271

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

[Signature]
9/8/2023
Surveyor-General of the ACT Date

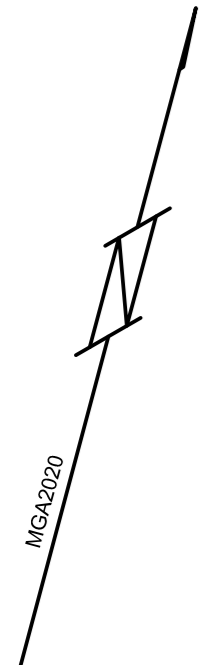
LEGEND AND NOTES

BUILDINGS ON SUBJECT LAND ARE TO BE DEMOLISHED
ALL PEGS GONE UNLESS OTHERWISE STATED

STROMLO TO MGA2020 01°09'40" DP15370

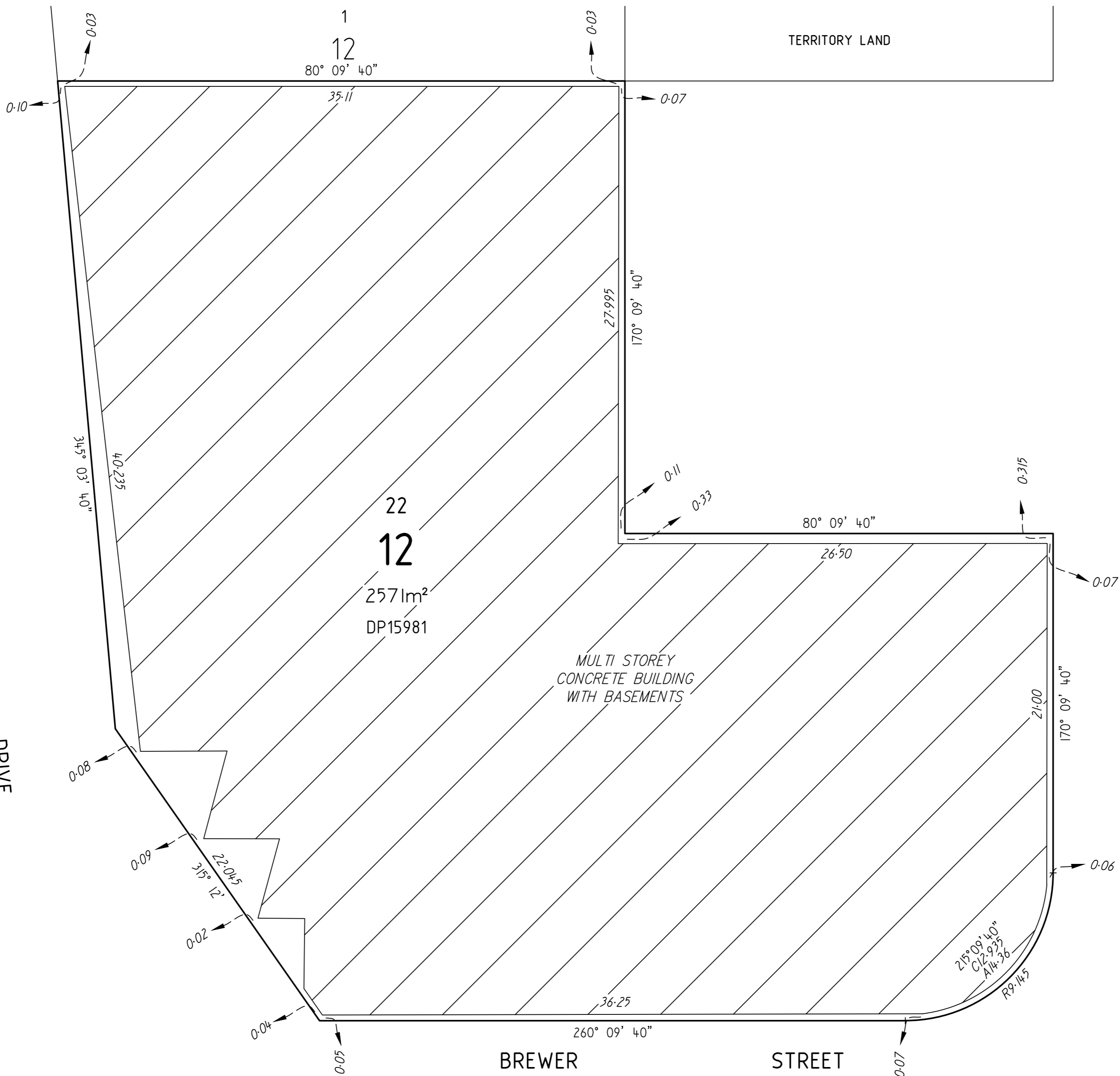
ORIENTATION DATUM LINE A-B 49°15'30" / 103.44 SCMR

PLANS USED
DP 4741, DP 4938, DP 5459, DP 5766, DP 7005, DP 10571
DP11202, DP 11204, DP 15369, DP 15370



MELROSE DRIVE

DRIVE



TERRITORY LAND

STREET

50

CORINNA

BREWER STREET

STREET

SURVEYORS DECLARATION

I, **STEPHEN JOHN NOAKES** of **VERIS AUSTRALIA PTY LIMITED**
 A surveyor registered under the *Surveyors Act 2007*, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 14/01/2026
- The survey is in accordance with the following Acts:
 - *Unit Titles Act 2001*;
 - *Land Titles (Unit Titles) Act 1970*;
 - *Land Titles Act 1925*; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

S. Noakes
 Signature of Registered Surveyor

Dated 14/01/2026

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

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

OR

- 3 (a), (b), (c)
- a) All units and unit subsidiaries shown in the diagrams are wholly within the parcel;
 - b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
 - c) The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

1 BREWER STREET, PHILLIP

Address for Service of Notice

Vantage Strata

Name of Manager / Owners Corporation

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

Sheet No. 1 of 50

SITE PLAN

LAND DETAILS

Block 22

Section 12

Division PHILLIP

Deposited Plan Number 15981

Volume/Folio 3018:83

Class of Units (A or B) A

A
 Signature of Lessee

Zapari Property
Corinna Street Pty Ltd
 A.C.N. 638 934 219
 Sole director

Sharon Harmer
 Sharon Harmer 13-03-2026
 Delegate of the
 ACT Planning and Land Authority

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

Leanne Taunton
 Leanne Taunton
 Deputy Registrar-General

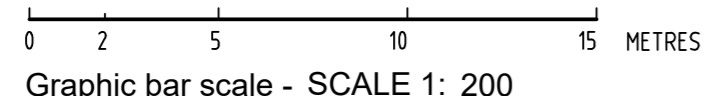


20/03/2026

UNITS PLAN No.
16855

Form 1

Form 088 - SP



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

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	47	3	3026	661
2	43	4	3026	662
3	25	3	3026	663
4	52	3	3026	664
5	22	3	3026	665
6	30	3	3026	666
7	26	3	3026	667
8	31	3	3026	668
9	23	3	3026	669
10	20	3	3026	670
11	48	3	3026	671
12	47	3	3026	672
13	43	3	3026	673
14	25	3	3026	674
15	52	3	3026	675
16	22	3	3026	676
17	27	3	3026	677
18	26	3	3026	678
19	31	3	3026	679
20	23	3	3026	680
21	20	3	3026	681
22	48	3	3026	682
23	47	3	3026	683
24	43	3	3026	684
25	25	3	3026	685
Aggregate	10,000	790		

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

Volume	Folio
3026	660

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
Deputy Registrar-General



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Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	52	3	3026	686
27	22	3	3026	687
28	27	3	3026	688
29	26	3	3026	689
30	30	3	3026	690
31	23	3	3026	691
32	20	3	3026	692
33	19	3	3026	693
34	47	3	3026	694
35	43	3	3026	695
36	25	3	3026	696
37	52	3	3026	697
38	22	3	3026	698
39	30	3	3026	699
40	26	3	3026	700
41	31	3	3026	701
42	23	3	3026	702
43	20	3	3026	703
44	29	3	3026	704
45	29	3	3026	705
46	49	3	3026	706
47	51	3	3026	707
48	40	3	3026	708
49	29	3	3026	709
50	61	3	3026	710
Aggregate	10,000	790	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	

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Signature:

Date 14 January 2026

Volume	Folio
3026	660

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	65	3	3026	711
52	20	3	3026	712
53	24	3	3026	713
54	24	3	3026	714
55	19	3	3026	715
56	47	3	3026	716
57	43	3	3026	717
58	25	3	3026	718
59	52	3	3026	719
60	22	3	3026	720
61	30	3	3026	721
62	26	3	3026	722
63	31	3	3026	723
64	23	3	3026	724
65	20	3	3026	725
66	29	3	3026	726
67	30	3	3026	727
68	51	3	3026	728
69	51	3	3026	729
70	40	3	3026	730
71	29	3	3026	731
72	61	3	3026	732
73	65	3	3026	733
74	20	3	3026	734
75	24	3	3026	735
Aggregate	10,000	790		

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

Volume	Folio
3026	660

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I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	24	3	3026	736
77	19	3	3026	737
78	31	3	3026	738
79	49	3	3026	739
80	32	3	3026	740
81	39	3	3026	741
82	27	3	3026	742
83	26	3	3026	743
84	31	3	3026	744
85	23	3	3026	745
86	20	3	3026	746
87	29	3	3026	747
88	30	3	3026	748
89	51	3	3026	749
90	51	3	3026	750
91	40	3	3026	751
92	29	3	3026	752
93	62	3	3026	753
94	65	3	3026	754
95	20	3	3026	755
96	24	3	3026	756
97	24	3	3026	757
98	19	3	3026	758
99	30	3	3026	759
100	47	3	3026	760
Aggregate	10,000	790		

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

Volume	Folio
3026	660

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Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	29	3	3026	761
102	35	3	3026	762
103	27	3	3026	763
104	26	3	3026	764
105	31	3	3026	765
106	23	3	3026	766
107	20	3	3026	767
108	29	3	3026	768
109	29	3	3026	769
110	51	3	3026	770
111	51	3	3026	771
112	40	3	3026	772
113	29	3	3026	773
114	62	3	3026	774
115	65	3	3026	775
116	20	3	3026	776
117	24	3	3026	777
118	24	3	3026	778
119	19	3	3026	779
120	30	3	3026	780
121	47	3	3026	781
122	29	3	3026	782
123	34	3	3026	783
124	27	3	3026	784
125	26	3	3026	785
Aggregate	10,000	790		

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

Volume	Folio
3026	660

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

**SUE**

Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	31	3	3026	786
127	23	3	3026	787
128	20	3	3026	788
129	29	3	3026	789
130	29	3	3026	790
131	51	3	3026	791
132	51	3	3026	792
133	40	3	3026	793
134	30	3	3026	794
135	62	3	3026	795
136	65	3	3026	796
137	20	3	3026	797
138	24	3	3026	798
139	24	3	3026	799
140	19	3	3026	800
141	30	3	3026	801
142	47	3	3026	802
143	29	3	3026	803
144	34	3	3026	804
145	27	3	3026	805
146	26	3	3026	806
147	30	3	3026	807
148	23	3	3026	808
149	20	3	3026	809
150	29	3	3026	810
Aggregate	10,000	790	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	30	3	3026	811
152	51	3	3026	812
153	51	3	3026	813
154	40	3	3026	814
155	29	3	3026	815
156	62	3	3026	816
157	65	3	3026	817
158	20	3	3026	818
159	24	3	3026	819
160	24	3	3026	820
161	19	3	3026	821
162	30	3	3026	822
163	47	3	3026	823
164	29	3	3026	824
165	34	3	3026	825
166	27	3	3026	826
167	26	3	3026	827
168	30	3	3026	828
169	23	3	3026	829
170	20	3	3026	830
171	29	3	3026	831
172	30	3	3026	832
173	51	3	3026	833
174	51	3	3026	834
175	40	3	3026	835
Aggregate	10,000	790		

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

Volume	Folio
3026	660

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	30	3	3026	836
177	62	3	3026	837
178	66	3	3026	838
179	20	3	3026	839
180	24	3	3026	840
181	24	3	3026	841
182	19	3	3026	842
183	30	3	3026	843
184	47	3	3026	844
185	29	3	3026	845
186	35	3	3026	846
187	27	3	3026	847
188	26	3	3026	848
189	30	3	3026	849
190	23	3	3026	850
191	20	3	3026	851
192	29	3	3026	852
193	30	3	3026	853
194	51	3	3026	854
195	51	3	3026	855
196	40	3	3026	856
197	30	3	3026	857
198	62	3	3026	858
199	66	3	3026	859
200	20	3	3026	860
Aggregate	10,000	790	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Volume**Folio**

3026

660

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	24	3	3026	861
202	24	3	3026	862
203	19	3	3026	863
204	31	3	3026	864
205	47	3	3026	865
206	29	3	3026	866
207	35	3	3026	867
208	27	3	3026	868
209	26	3	3026	869
210	30	3	3026	870
211	23	3	3026	871
212	20	3	3026	872
213	29	3	3026	873
214	30	3	3026	874
215	51	3	3026	875
216	51	3	3026	876
217	40	3	3026	877
218	30	3	3026	878
219	62	3	3026	879
220	66	3	3026	880
221	20	3	3026	881
222	24	3	3026	882
223	24	3	3026	883
224	19	3	3026	884
225	30	3	3026	885
Aggregate	10,000	790	The Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Title for the common property is:	

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Volume

3026

Folio

660

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
Phillip	12	22	16855

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	47	3	3026	886
227	29	3	3026	887
228	35	3	3026	888
229	27	3	3026	889
230	26	3	3026	890
231	30	3	3026	891
232	23	3	3026	892
233	20	3	3026	893
234	29	3	3026	894
235	30	3	3026	895
236	51	3	3026	896
237	51	3	3026	897
238	40	3	3026	898
239	30	3	3026	899
240	62	3	3026	900
241	66	2	3026	901
242	20	3	3026	902
243	24	3	3026	903
244	24	3	3026	904
245	19	3	3026	905
246	88	2	3026	906
247	73	2	3026	907
248	30	3	3026	908
249	26	3	3026	909
250	31	3	3026	910
Aggregate	10,000	790		

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

Volume	Folio
3026	660

VALUER'S CERTIFICATION

I, Georgie Koundouris of Knight Frank Valuations & Advisory Canberra, being a certified practising member of the Australian property Institute, certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the Unit Title Regulation 2001.

Signature:

Date 14 January 2026

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

FLOOR PLAN

Block

22

Section

12

Division

PHILLIP

FLOOR NUMBER

LEGEND/INDEX

UNITS PLAN No.
16855

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPORT/GARAGE		STORE ROOM		SUBSIDIARY TOTAL
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	21	FIRST	101			1	21	2	21	3	21	3	
2	21	FIRST	102			1	21	2,3	18	4	18	4	
3	21	FIRST	103			1	21	2	22	3	22	3	
4	21	FIRST	104			1	21	2	16	3	16	3	
5	21	FIRST	105			1	21	2	22	3	22	3	
6	21	FIRST	106			1	21	2	21	3	21	3	
7	21	FIRST	107			1	21	2	22	3	22	3	
8	21	FIRST	108			1	21	2	18	3	18	3	
9	21	FIRST	109			1	21	2	15	3	23	3	
10	21	FIRST	110			1	21	2	22	3	22	3	
11	22	SECOND	201			1	22	2	22	3	22	3	
12	22	SECOND	202			1	22	2	23	3	23	3	
13	22	SECOND	203			1	22	2	16	3	16	3	
14	22	SECOND	204			1	22	2	23	3	23	3	
15	22	SECOND	205			1	22	2	17	3	17	3	
16	22	SECOND	206			1	22	2	23	3	23	3	
17	22	SECOND	207			1	22	2	23	3	23	3	
18	22	SECOND	208			1	22	2	23	3	23	3	
19	22	SECOND	209			1	22	2	22	3	22	3	
20	22	SECOND	210			1	22	2	15	2	15	3	
21	22	SECOND	211			1	22	2	23	3	23	3	
22	23	THIRD	301			1	23	2	17	3	18	3	
23	23	THIRD	302			1	23	2	17	3	18	3	
24	23	THIRD	303			1	23	2	18	3	18	3	
25	23	THIRD	304			1	23	2	23	3	23	3	
26	23	THIRD	305			1	23	2	23	3	23	3	
27	23	THIRD	306			1	23	2	15	3	23	3	
28	23	THIRD	307			1	23	2	23	3	23	3	
29	23	THIRD	308			1	23	2	15	3	22	3	
30	23	THIRD	309			1	23	2	23	3	23	3	
31	23	THIRD	310			1	23	2	18	3	18	3	
32	23	THIRD	311			1	23	2	23	3	23	3	
33	24	FOURTH	401			1	24	2	19	2	19	3	
34	24	FOURTH	402			1	24	2	18	3	22	3	
35	24	FOURTH	403			1	24	2	17	3	23	3	
36	24	FOURTH	404			1	24	2	15	3	22	3	
37	24	FOURTH	405			1	24	2	16	3	22	3	
38	24	FOURTH	406			1	24	2	21	3	21	3	
39	24	FOURTH	407			1	24	2	15	3	22	3	
40	24	FOURTH	408			1	24	2	15	3	23	3	
41	24	FOURTH	409			1	24	2	17	3	17	3	
42	24	FOURTH	410			1	24	2	16	3	16	3	
43	24	FOURTH	411			1	24	2	18	3	18	3	
44	24	FOURTH	412			1	24	2	23	3	23	3	
45	24	FOURTH	413			1	24	2	23	3	23	3	
46	24	FOURTH	414			1	24	2	15	3	15	3	
47	24	FOURTH	415			1	24	2	16	3	23	3	
48	24	FOURTH	416			1	24	2	15	3	15	3	
49	24	FOURTH	417			1	24	2	23	3	23	3	
50	24	FOURTH	418			1	24	2	17	3	17	3	
51	24	FOURTH	419			1	24	2	15	3	15	3	
52	24	FOURTH	420			1	24	2	18	3	18	3	
53	24	FOURTH	421			1	24	2	17	3	22	3	
54	24	FOURTH	422			1	24	2	22	3	22	3	
55	25	FIFTH	501			1	25	2	22	3	22	3	
56	25	FIFTH	502			1	25	2	18	3	18	3	
57	25	FIFTH	503			1	25	2	17	3	23	3	
58	25	FIFTH	504			1	25	2	16	3	16	3	
59	25	FIFTH	505			1	25	2	16	3	16	3	
60	25	FIFTH	506			1	25	2	16	3	22	3	
61	25	FIFTH	507			1	25	2	15	3	18	3	
62	25	FIFTH	508			1	25	2	16	3	22	3	
63	25	FIFTH	509			1	25	2	16	3	16	3	
64	25	FIFTH	510			1	25	2	15	3	15	3	
65	25	FIFTH	511			1	25	2	18	3	18	3	
66	25	FIFTH	512			1	25	2	22	3	22	3	
67	25	FIFTH	513			1	25	2	16	3	22	3	
68	25	FIFTH	514			1	25	2	16	3	16	3	
69	25	FIFTH	515			1	25	2	17	3	17	3	
70	25	FIFTH	516			1	25	2	18	3	18	3	
71	25	FIFTH	517			1	25	2	23	3	23	3	
72	25	FIFTH	518			1	25	2	18	3	18	3	
73	25	FIFTH	519			1	25	2	15	3	15	3	
74	25	FIFTH	520			1	25	2	22	3	22	3	
75	25	FIFTH	521			1	25	2	18	3	18	3	
76	25	FIFTH	522			1	25	2	23	3	15	3	
77	26	SIXTH	601			1	26	2	23	3	23	3	
78	26	SIXTH	602			1	26	2	23	3	21	3	
79	26	SIXTH	603			1	26	2	15	3	23	3	
80	26	SIXTH	604			1	26	2	23	3	23	3	
81	26	SIXTH	605			1	26	2	15	3	22	3	
82	26	SIXTH	606			1	26	2	15	3	15	3	
83	26	SIXTH	607			1	26	2	16	3	23	3	
84	26	SIXTH	608			1	26	2	17	3	17	3	
85	26	SIXTH	609			1	26	2	16	3	16	3	
86	26	SIXTH	610			1	26	2	23	3	23	3	
87	26	SIXTH	611			1	26	2	15	3	23	3	
88	26	SIXTH	612			1	26	2	15	3	22	3	
89	26	SIXTH	613			1	26	2	16	3	16	3	
90	26	SIXTH	614			1	26	2	15	3	15	3	

- UR UTILITY ROOM - BEING COMMON PROPERTY
- UC UTILITY CUPBOARD - BEING COMMON PROPERTY
- D DENOTES DUCT - BEING COMMON PROPERTY
- C DENOTES COLUMN
- B DENOTES BALCONY
- S DENOTES STOREROOM
- CP DENOTES COMMON PROPERTY
- # DENOTES BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
- * DENOTES BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
- DENOTES BOUNDARY IS FACE OR LINE OF FACE OF WALL
- ▲ DENOTES CARPORT

WHERE A BALCONY ABUTS THE MAIN BUILDING WALL, THIS BALCONY SUBSIDIARY BOUNDARY IS THE EXTERNAL FACE OF SUCH WALL, OTHERWISE THE BALCONY SUBSIDIARY BOUNDARIES ARE CENTRELINE OF WALL

BALCONYS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE YARD

BALCONYS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT

UNITS AND SUBSIDIARIES ARE SUBJECT TO RIGHTS OF ENTRY FOR INSPECTION AND MAINTENANCE UNDER SECTION 34 OF THE UNIT TITLES ACT 2001

UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALL, UNLESS NOTED OTHERWISE

THE POSITION OF WALL CENTRELINES MAY HAVE BEEN ESTIMATED (DEDUCED) TO DETERMINE THE UNIT AREA

ALL AREAS ARE APPROXIMATE. UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICES DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN

THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001

FOR THE PURPOSE OF THIS PLAN, THE BOUNDARY BEARINGS SHOWN ARE IN TERMS OF MGA 2020

AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE

FLOOR PLAN

Block
22

Section
12

Division
PHILLIP

FLOOR NUMBER
INDEX

UNITS PLAN No.
16855

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPORT/GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
91	26	SIXTH	615			1	26	2	18	3	18	3	
92	26	SIXTH	616			1	26	2	15	3	15	3	
93	26	SIXTH	617			1	26	2	22	3	22	3	
94	26	SIXTH	618			1	26	2	18	3	18	3	
95	26	SIXTH	619			1	26	2	18	3	18	3	
96	26	SIXTH	620			1	26	2	18	3	18	3	
97	26	SIXTH	621			1	26	2	19	3	19	3	
98	27	SEVENTH	701			1	27	2	22	3	22	3	
99	27	SEVENTH	702			1	27	2	16	3	16	3	
100	27	SEVENTH	703			1	27	2	17	3	17	3	
101	27	SEVENTH	704			1	27	2	16	3	16	3	
102	27	SEVENTH	705			1	27	2	15	3	15	3	
103	27	SEVENTH	706			1	27	2	15	3	15	3	
104	27	SEVENTH	707			1	27	2	18	3	18	3	
105	27	SEVENTH	708			1	27	2	15	3	15	3	
106	27	SEVENTH	709			1	27	2	17	3	17	3	
107	27	SEVENTH	710			1	27	2	18	3	18	3	
108	27	SEVENTH	711			1	27	2	16	2	16	3	
109	27	SEVENTH	712			1	27	2	18	3	18	3	
110	27	SEVENTH	713			1	27	2	17	3	17	3	
111	27	SEVENTH	714			1	27	2	15	3	15	3	
112	27	SEVENTH	715			1	27	2	15	3	15	3	
113	27	SEVENTH	716			1	27	2	18	3	18	3	
114	27	SEVENTH	717			1	27	2	18	3	18	3	
115	27	SEVENTH	718			1	27	2	16	3	16	3	
116	27	SEVENTH	719			1	27	2	21	3	21	3	
117	27	SEVENTH	720			1	27	2	17	3	17	3	
118	27	SEVENTH	721			1	27	2	15	3	15	3	
119	28	EIGHTH	801			1	28	2	18	3	18	3	
120	28	EIGHTH	802			1	28	2	17	3	17	3	
121	28	EIGHTH	803			1	28	2	15	3	15	3	
122	28	EIGHTH	804			1	28	2	17	3	17	3	
123	28	EIGHTH	805			1	28	2	15	3	15	3	
124	28	EIGHTH	806			1	28	2	21	3	21	3	
125	28	EIGHTH	807			1	28	2	18	3	18	3	
126	28	EIGHTH	808			1	28	2	15	3	15	3	
127	28	EIGHTH	809			1	28	2	18	3	18	3	
128	28	EIGHTH	810			1	28	2	19	3	19	3	
129	28	EIGHTH	811			1	28	2	22	3	22	3	
130	28	EIGHTH	812			1	28	2	18	3	18	3	
131	28	EIGHTH	813			1	28	2	17	3	17	3	
132	28	EIGHTH	814			1	28	2	16	3	16	3	
133	28	EIGHTH	815			1	28	2	17	3	17	3	
134	28	EIGHTH	816			1	28	2	18	3	18	3	
135	28	EIGHTH	817			1	28	2	18	3	18	3	
136	28	EIGHTH	818			1	28	2	18	3	18	3	
137	28	EIGHTH	819			1	28	2	21	3	21	3	
138	28	EIGHTH	820			1	28	2	17	3	17	3	
139	28	EIGHTH	821			1	28	2	19	3	19	3	
140	29	NINTH	901			1	29	2	18	3	18	3	
141	29	NINTH	902			1	29	2	15	3	15	3	
142	29	NINTH	903			1	29	2	16	3	16	3	
143	29	NINTH	904			1	29	2	15	3	15	3	
144	29	NINTH	905			1	29	2	15	3	15	3	
145	29	NINTH	906			1	29	2	15	3	15	3	
146	29	NINTH	907			1	29	2	17	3	17	3	
147	29	NINTH	908			1	29	2	21	3	21	3	
148	29	NINTH	909			1	29	2	17	3	17	3	
149	29	NINTH	910			1	29	2	18	3	18	3	
150	29	NINTH	911			1	29	2	22	3	22	3	
151	29	NINTH	912			1	29	2	15	3	15	3	
152	29	NINTH	913			1	29	2	15	3	15	3	
153	29	NINTH	914			1	29	2	16	3	16	3	
154	29	NINTH	915			1	29	2	16	3	16	3	
155	29	NINTH	916			1	29	2	17	3	17	3	
156	29	NINTH	917			1	29	2	18	3	18	3	
157	29	NINTH	918			1	29	2	17	3	17	3	
158	29	NINTH	919			1	29	2	19	3	19	3	
159	29	NINTH	920			1	29	2	19	3	19	3	
160	29	NINTH	921			1	29	2	21	3	21	3	
161	30	TENTH	1001			1	30	2	17	3	17	3	
162	30	TENTH	1002			1	30	2	18	3	18	3	
163	30	TENTH	1003			1	30	2	17	3	17	3	
164	30	TENTH	1004			1	30	2	16	2	16	3	
165	30	TENTH	1005			1	30	2	15	3	15	3	
166	30	TENTH	1006			1	30	2	22	3	22	3	
167	30	TENTH	1007			1	30	2	17	3	17	3	
168	30	TENTH	1008			1	30	2	21	3	21	3	
169	30	TENTH	1009			1	30	2	18	3	18	3	
170	30	TENTH	1010			1	30	2	21	3	21	3	
171	30	TENTH	1011			1	30	2	22	3	22	3	
172	30	TENTH	1012			1	30	2	16	3	16	3	
173	30	TENTH	1013			1	30	2	16	3	16	3	
174	30	TENTH	1014			1	30	2	15	3	15	3	
175	30	TENTH	1015			1	30	2	16	3	16	3	
176	30	TENTH	1016			1	30	2	16	3	16	3	
177	30	TENTH	1017			1	30	2	18	3	18	3	
178	30	TENTH	1018			1	30	2	17	3	17	3	
179	30	TENTH	1019			1	30	2	21	3	21	3	
180	30	TENTH	1020			1	30	2	18	3	18	3	

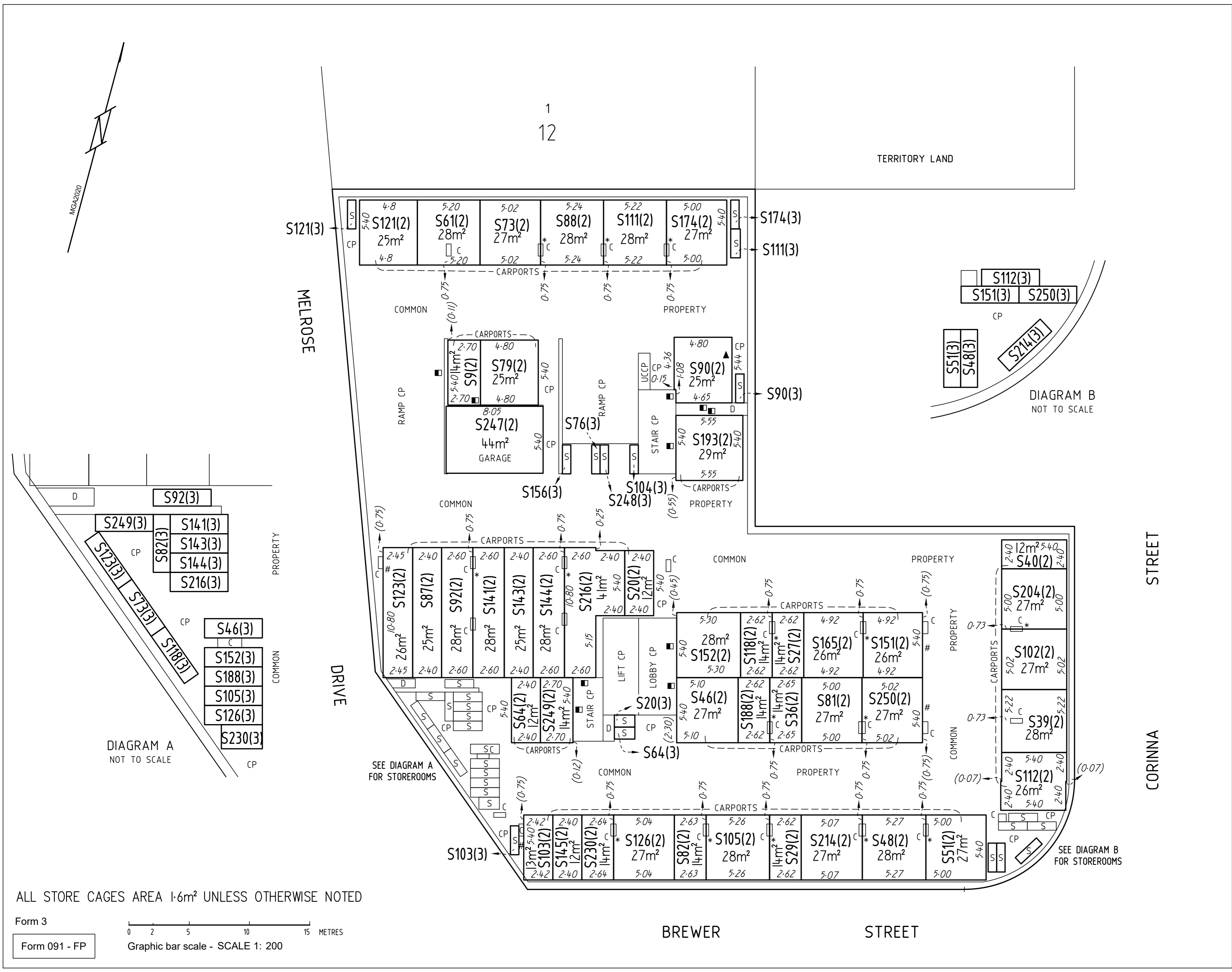
ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		CARPORT/GARAGE		STORE ROOM		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
181	30	TENTH	1021			1	30	2	23	3	23	3	
182	31	ELEVENTH	1101			1	31	2	22	3	22	3	
183	31	ELEVENTH	1102			1	31	2	17	3	17	3	
184	31	ELEVENTH	1103			1	31	2	19	3	19	3	
185	31	ELEVENTH	1104			1	31	2	17	3	17	3	
186	31	ELEVENTH	1105			1	31	2	17	3	17	3	
187	31	ELEVENTH	1106			1	31	2	22	3	22	3	
188	31	ELEVENTH	1107			1	31	2	15	3	15	3	
189	31	ELEVENTH	1108			1	31	2	22	3	22	3	
190	31	ELEVENTH	1109			1	31	2	19	3	19	3	
191	31	ELEVENTH	1110			1	31	2	19	3	19	3	
192	31	ELEVENTH	1111			1	31	2	22	3	22	3	
193	31	ELEVENTH	1112			1	31	2	15	3	15	3	
194	31	ELEVENTH	1113			1	31	2	17	3	17	3	
195	31	ELEVENTH	1114			1	31	2	21	3	21	3	
196	31	ELEVENTH	1115			1	31	2	16	3	16	3	
197	31	ELEVENTH	1116			1	31	2	16	3	16	3	
198	31	ELEVENTH	1117			1	31	2	18	3	18	3	
199	31	ELEVENTH	1118			1	31	2	17	3	17	3	
200	31	ELEVENTH	1119			1	31	2	21	3	21	3	
201	31	ELEVENTH	1120			1	31	2	19	3	19	3	
202	31	ELEVENTH	1121			1	31	2	19	3	19	3	
203	32	TWELFTH	1201			1	32	2	21	3	21	3	
204	32	TWELFTH	1202			1	32	2	15	3	15	3	
205	32	TWELFTH	1203			1	32	2	17	3	17	3	
206	32	TWELFTH	1204			1	32	2	17	3	17	3	
207	32	TWELFTH	1205			1	32	2	18	3	18	3	
208	32	TWELFTH	1206			1	32	2	17	3	17	3	
209	32	TWELFTH	1207			1	32	2	21	3	21	3	
210	32	TWELFTH	1208			1	32	2	18	3	18	3	
211	32	TWELFTH	1209			1	32	2	19	3	19	3	
212	32	TWELFTH	1210			1	32	2	22	3	22	3	
213	32	TWELFTH	1211			1	32	2	18	3	18	3	
214	32	TWELFTH	1212			1	32	2	15	3	15	3	
215	32	TWELFTH	1213			1	32	2	18	3	18	3	
216	32	TWELFTH	1214			1	32	2	15	3	15	3	
217	32	TWELFTH	1215			1	32	2	16	3	16	3	
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FLOOR PLAN

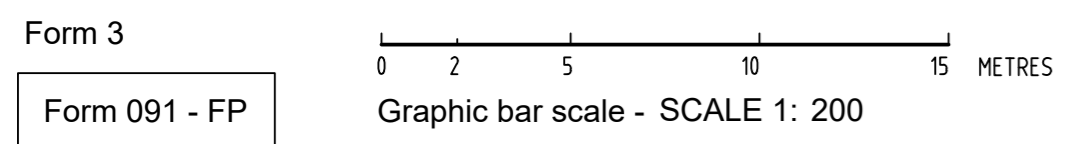
Block	22
Section	12
Division	PHILLIP
FLOOR NUMBER	BASEMENT 4

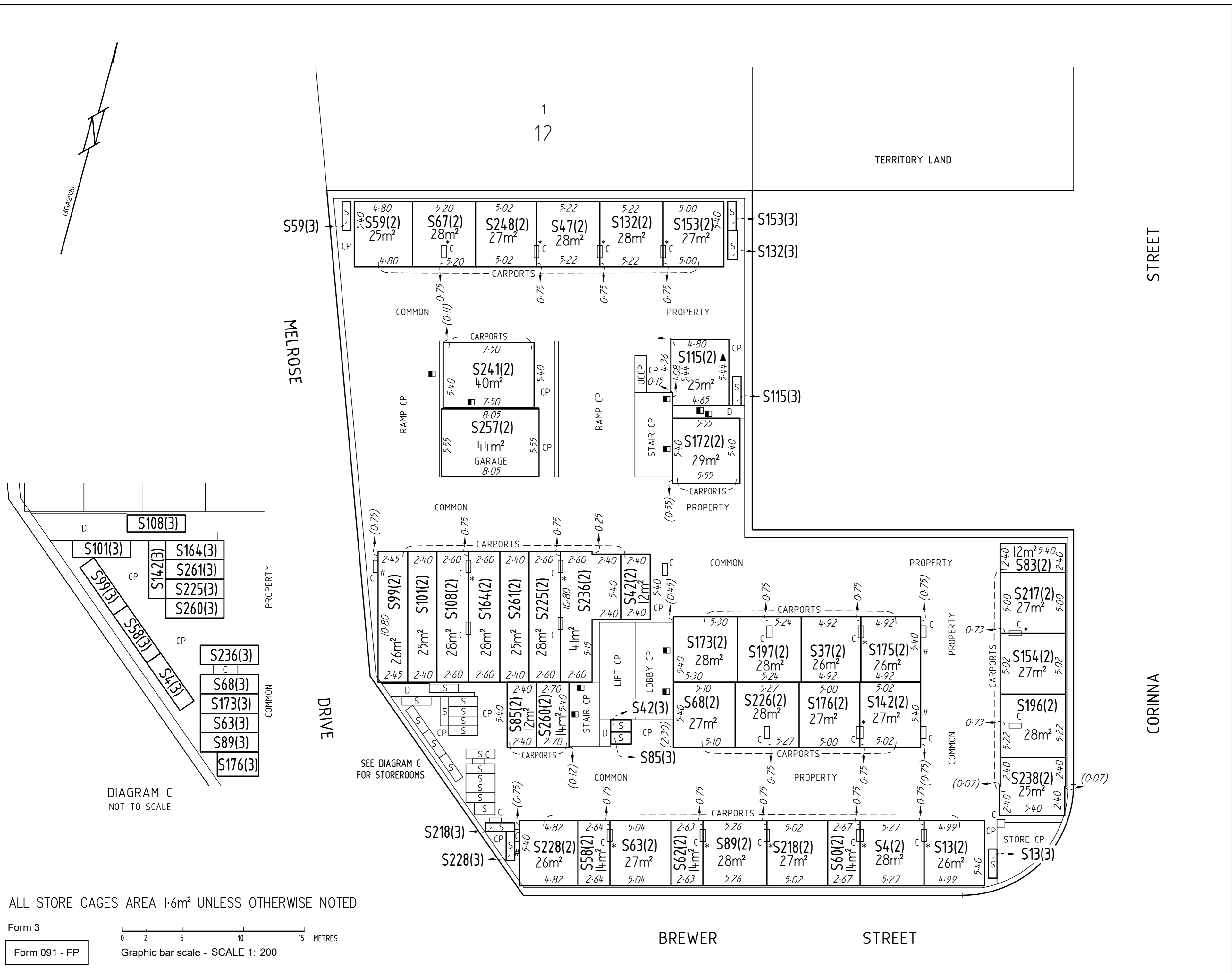
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

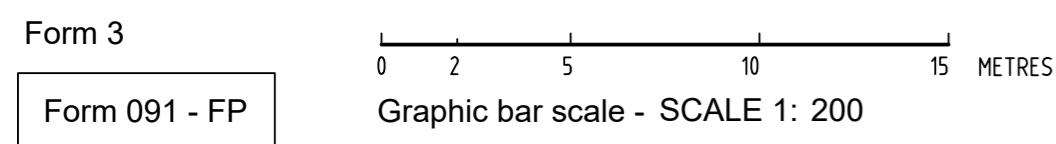


ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED





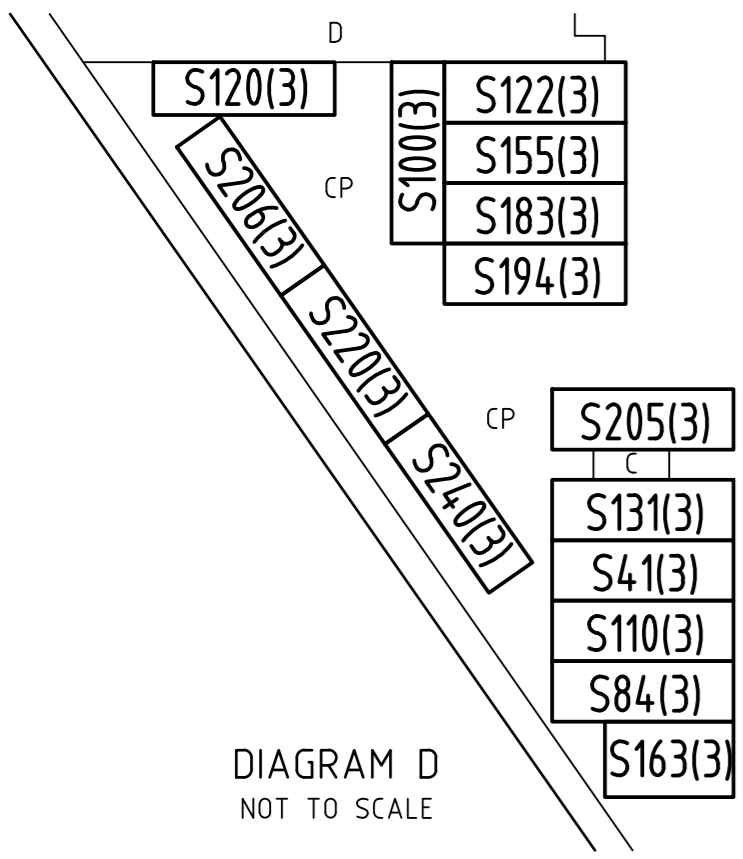
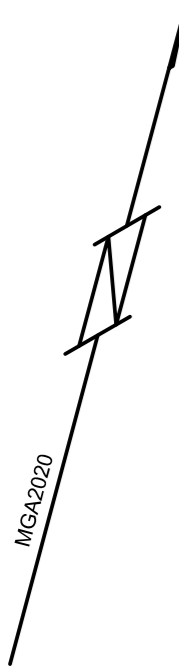
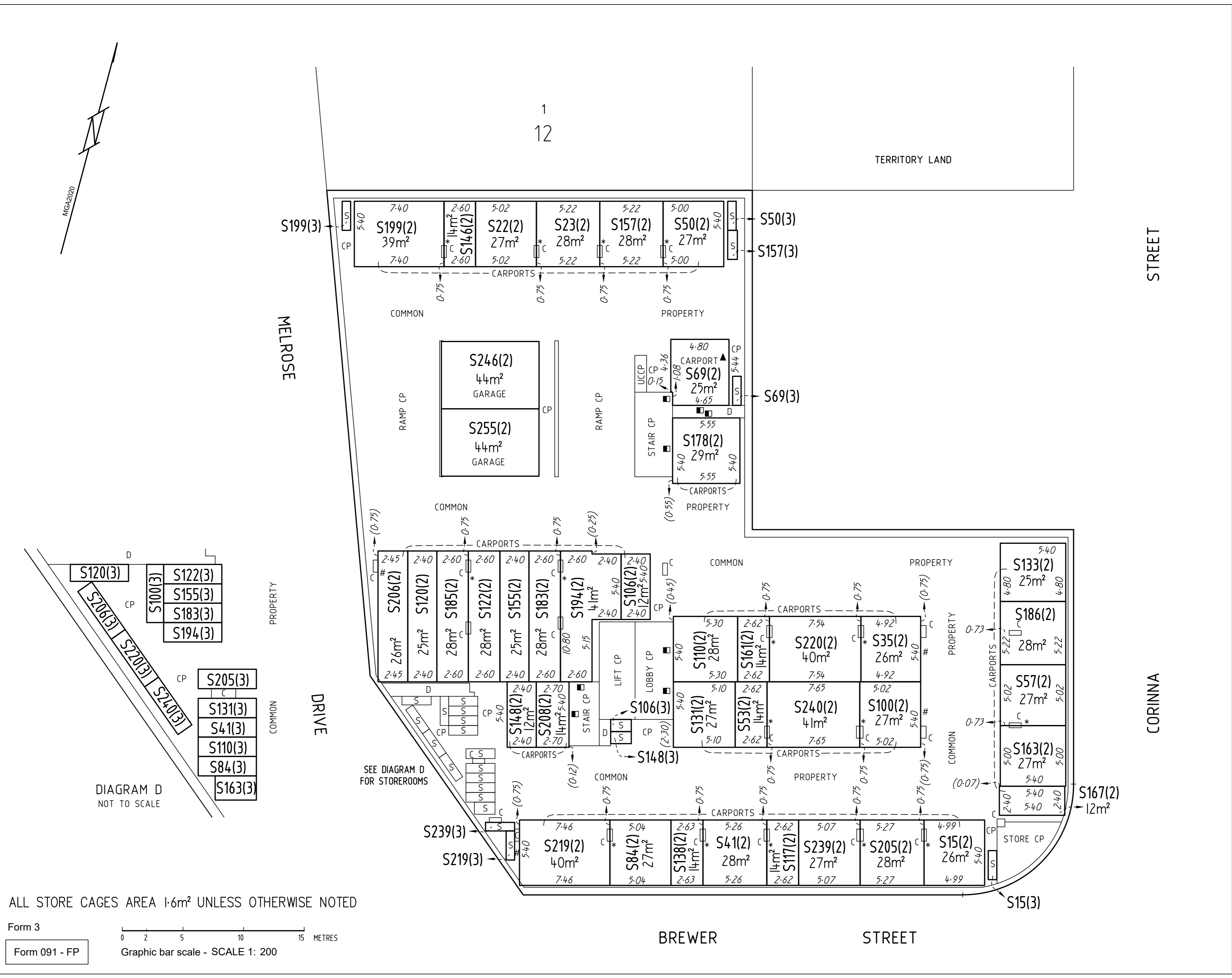
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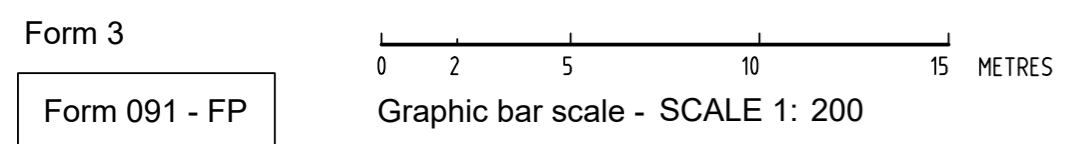
CLASS A UNITS AND UNIT SUBSIDIARIES
 SEE SHEET 13 FOR LEGEND
 UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

CLASS A UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE



ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED



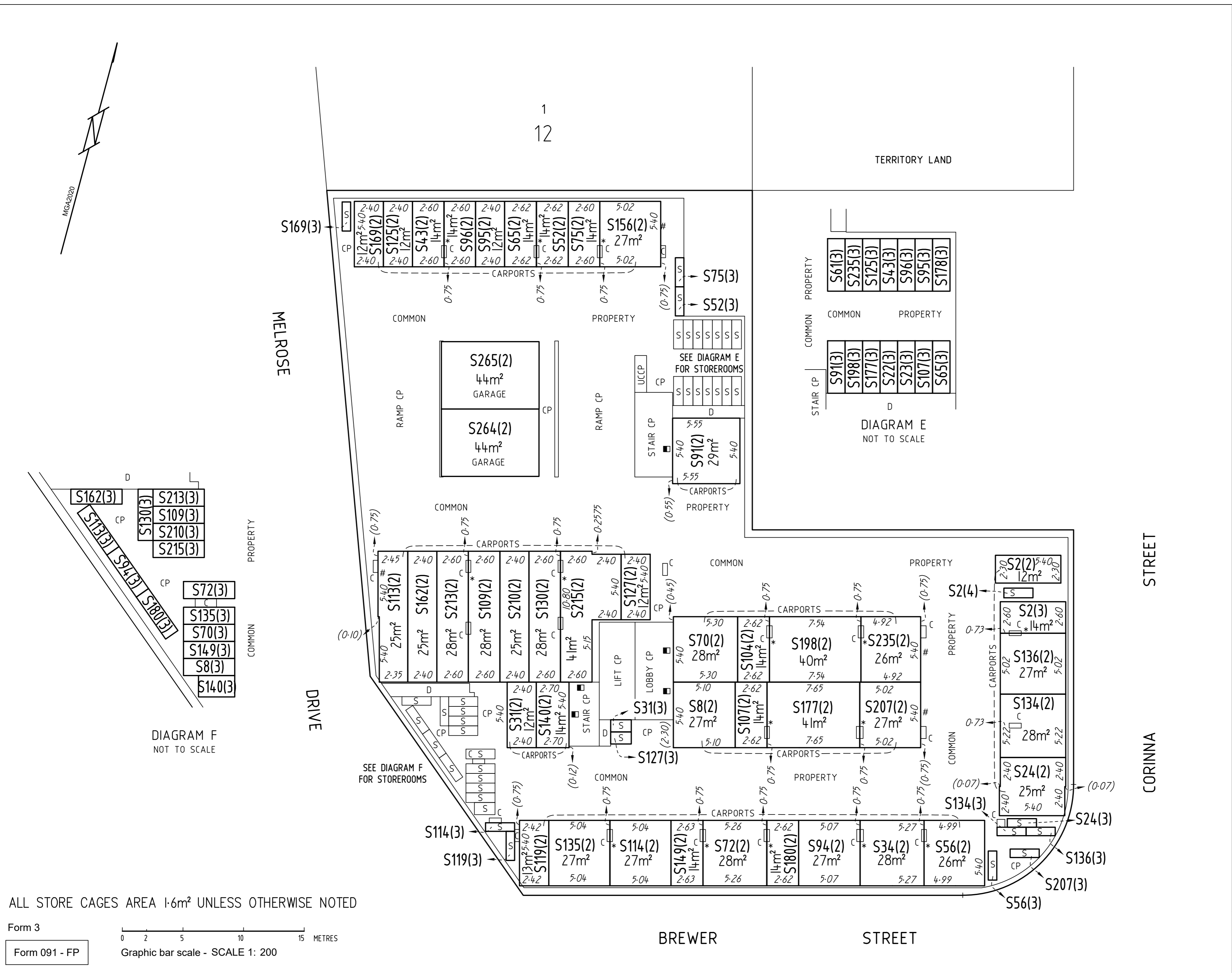
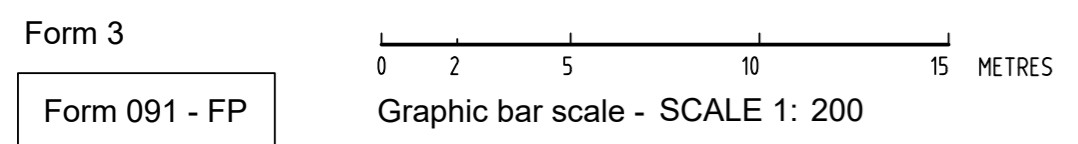


DIAGRAM F
NOT TO SCALE

SEE DIAGRAM F
FOR STOREROOMS

DIAGRAM E
NOT TO SCALE

ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED



CLASS A UNIT SUBSIDIARIES
 SEE SHEET 13 FOR LEGEND
 UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

FLOOR PLAN

Block

22

Section

12

Division

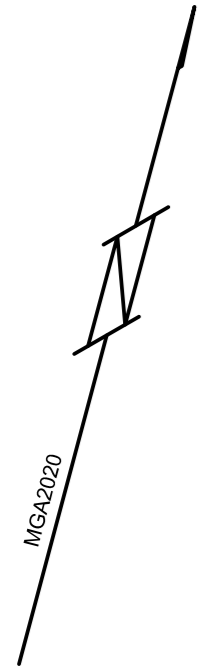
PHILLIP

FLOOR NUMBER

GROUND

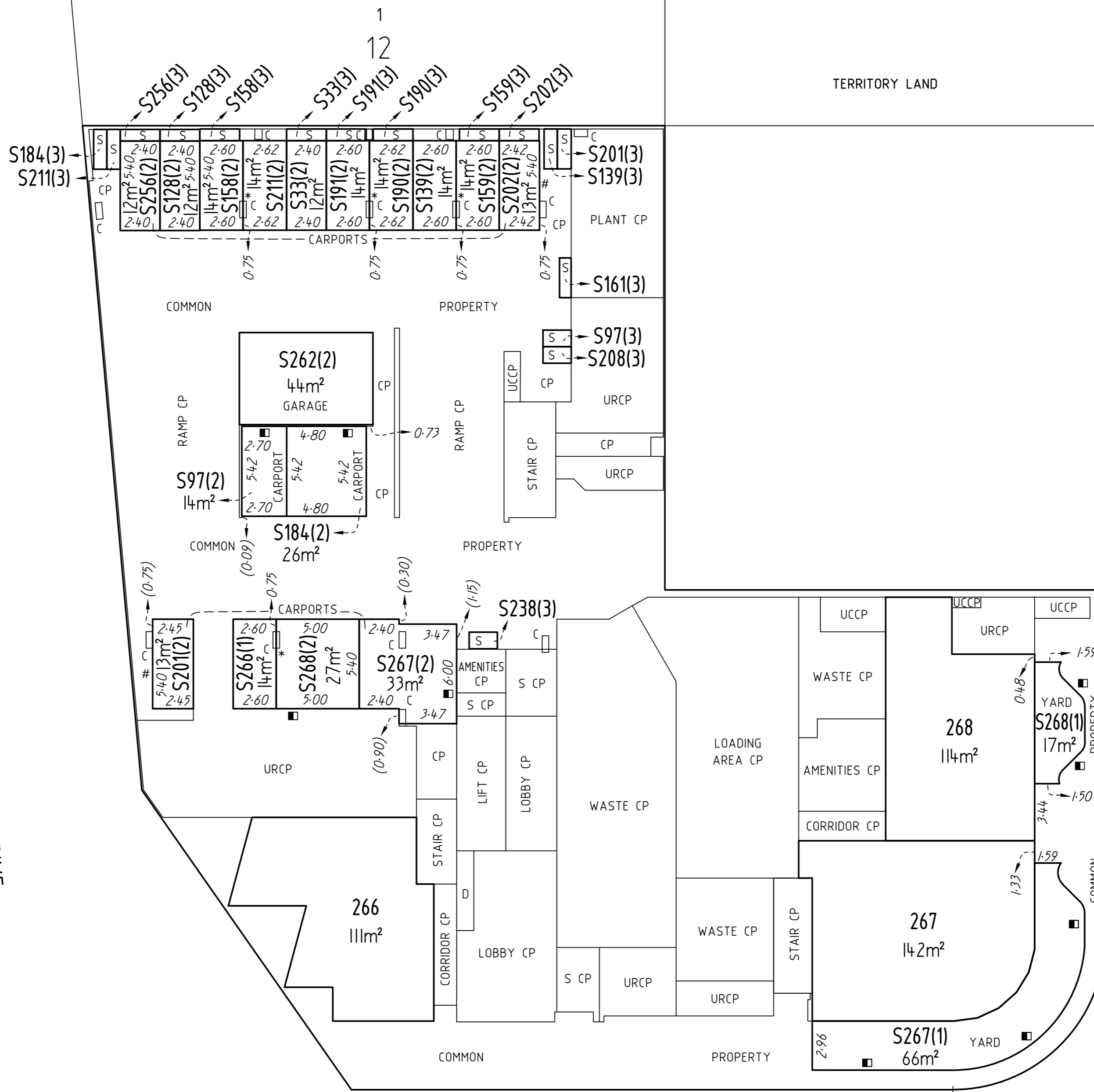
CLASS A UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855



MELROSE DRIVE

DRIVE



STREET

CORINNA

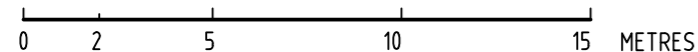
BREWER

STREET

ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED

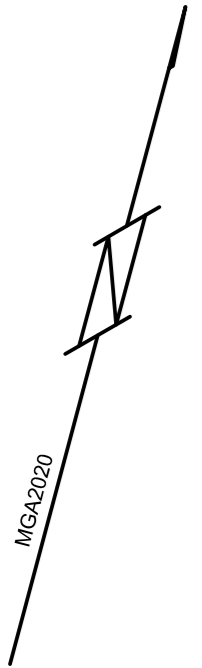
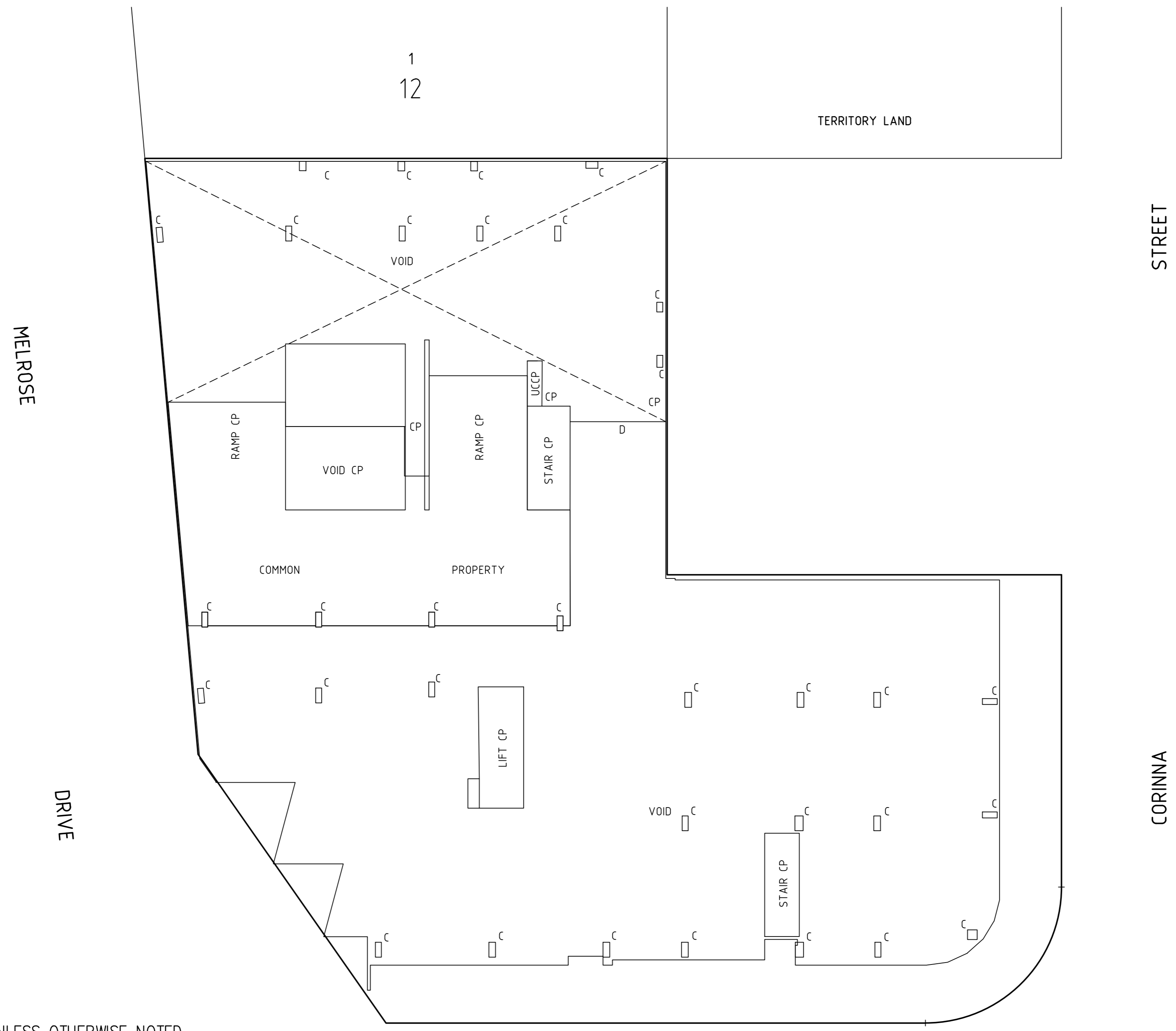
Form 3

Form 091 - FP



Graphic bar scale - SCALE 1: 200

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 20 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER RAMP LEVEL



ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED

Form 3
Form 091 - FP

0 2 5 10 15 METRES
Graphic bar scale - SCALE 1: 200

CLASS A UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER FIRST

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

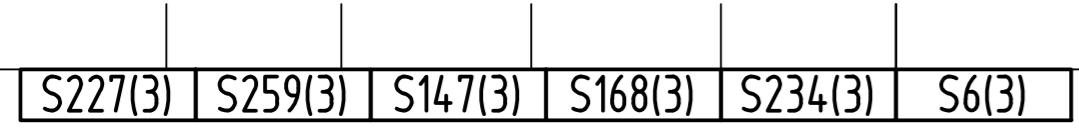
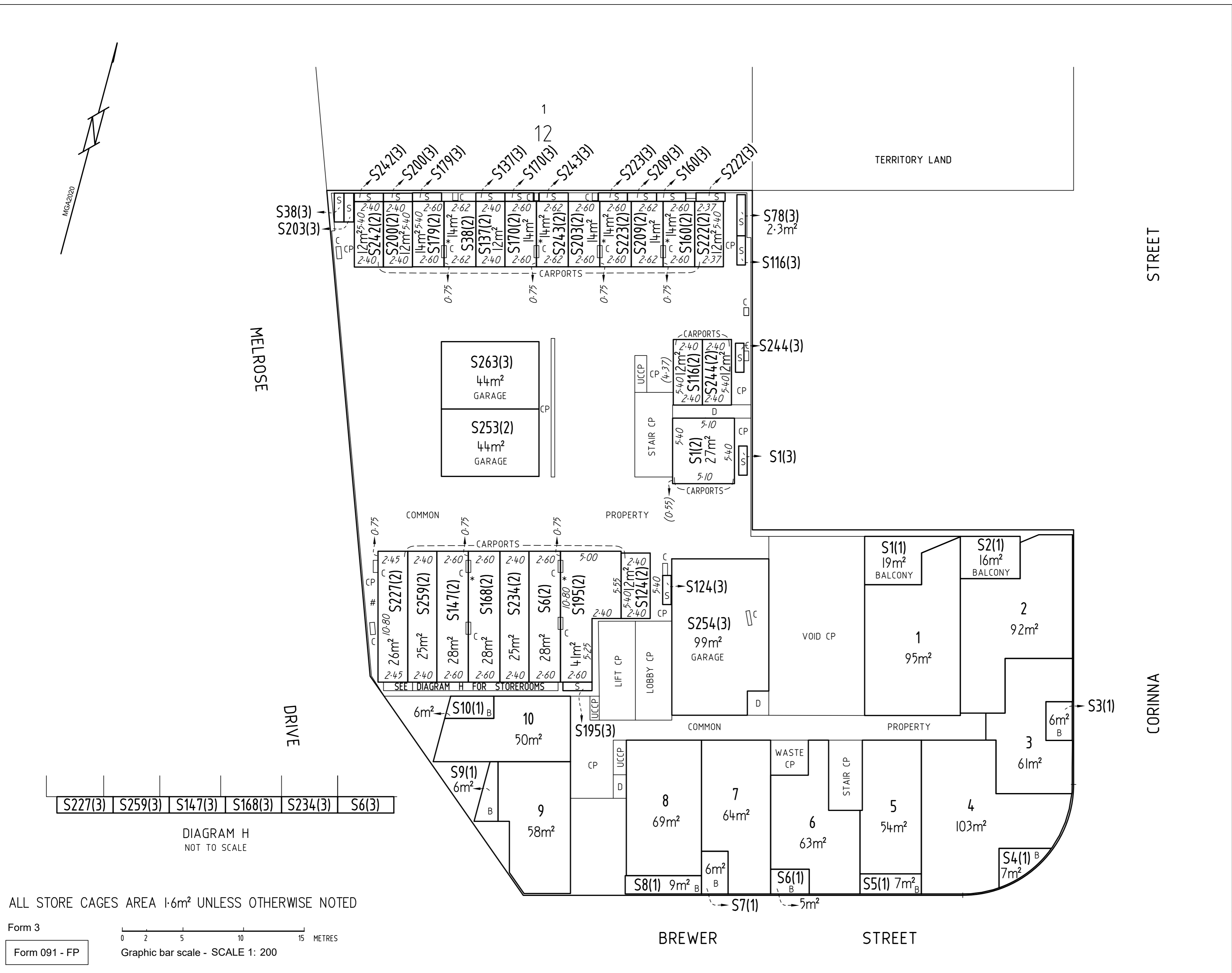
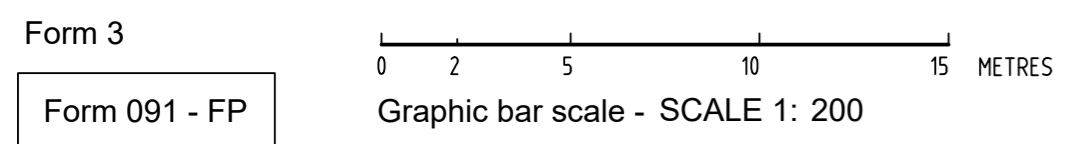


DIAGRAM H
NOT TO SCALE

ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED



FLOOR PLAN

Block

22

Section

12

Division

PHILLIP

FLOOR NUMBER

SECOND

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

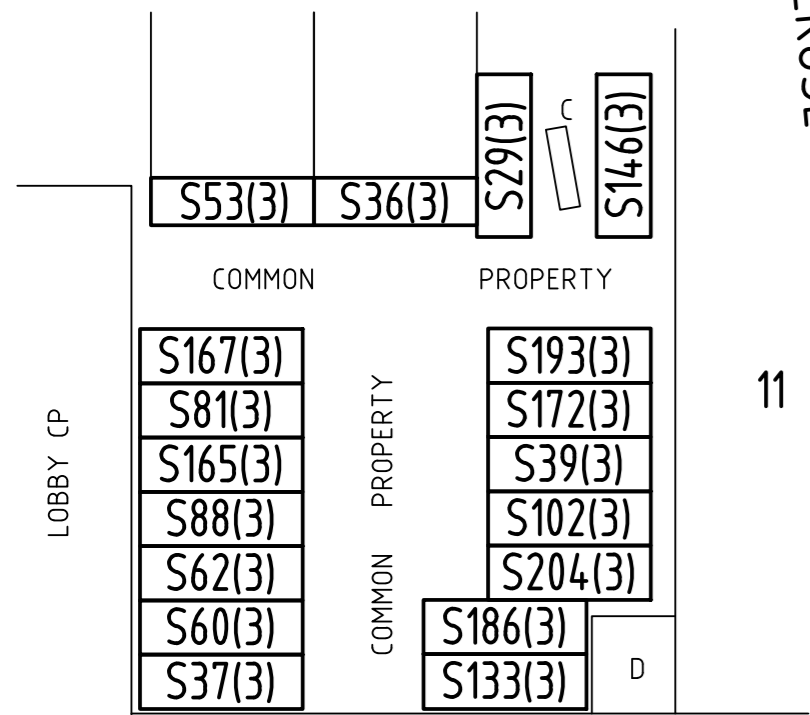
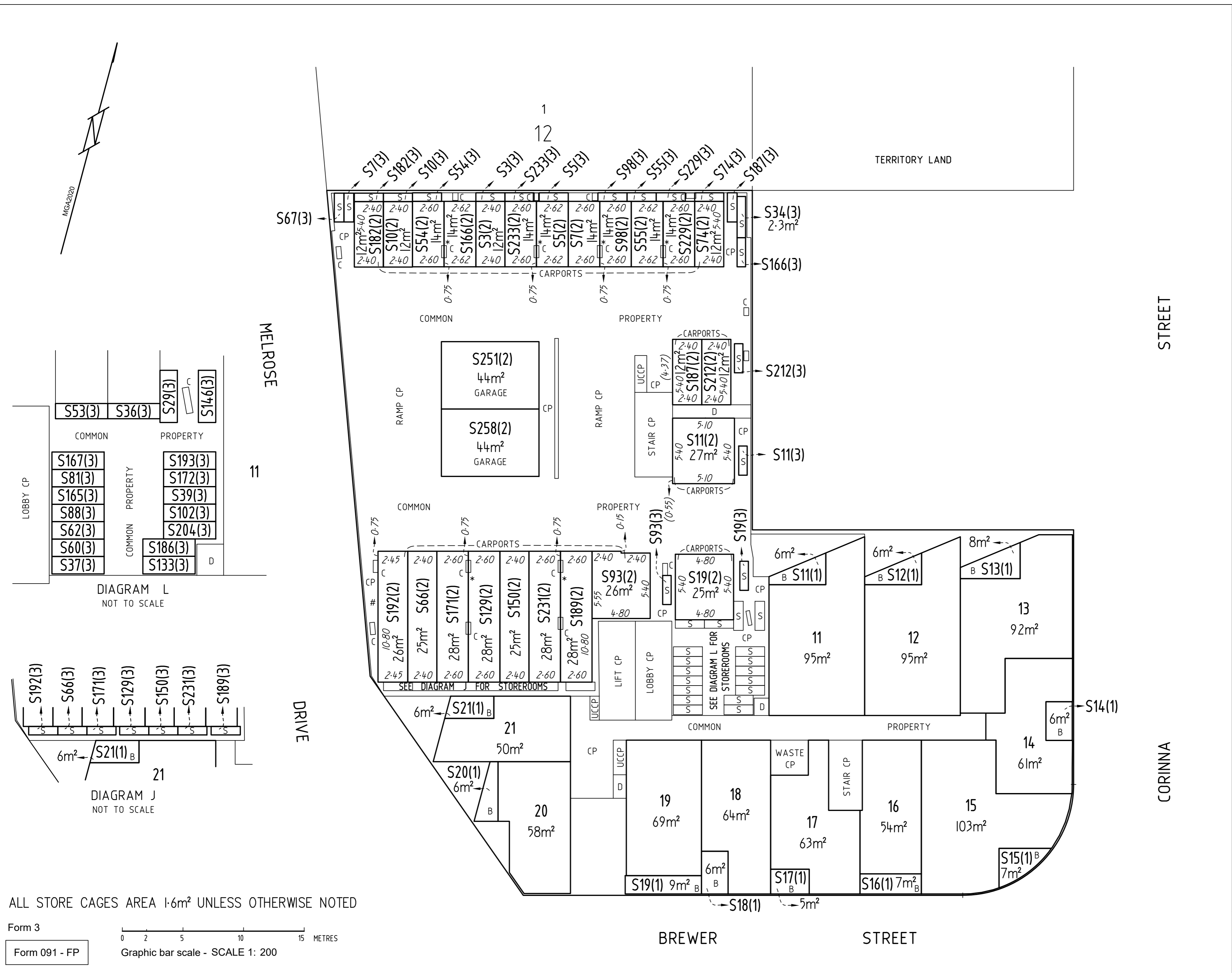


DIAGRAM L
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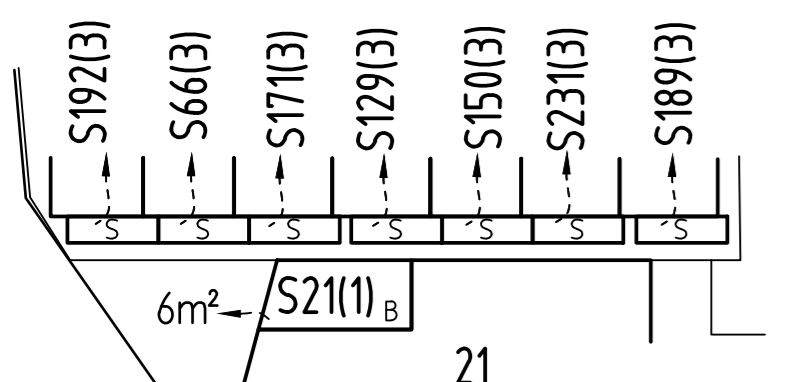
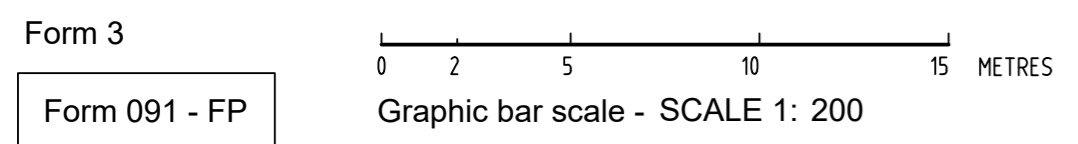
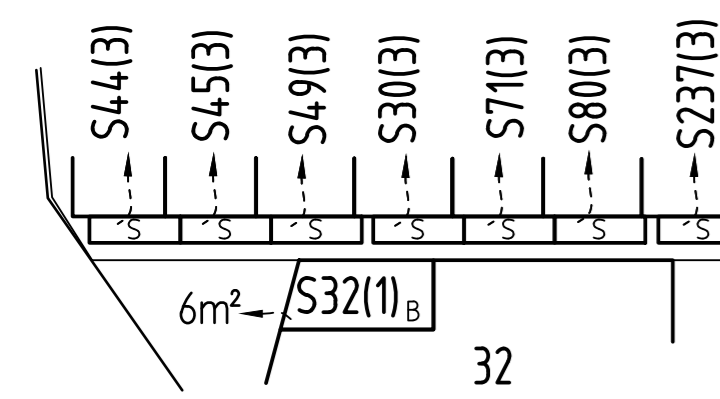
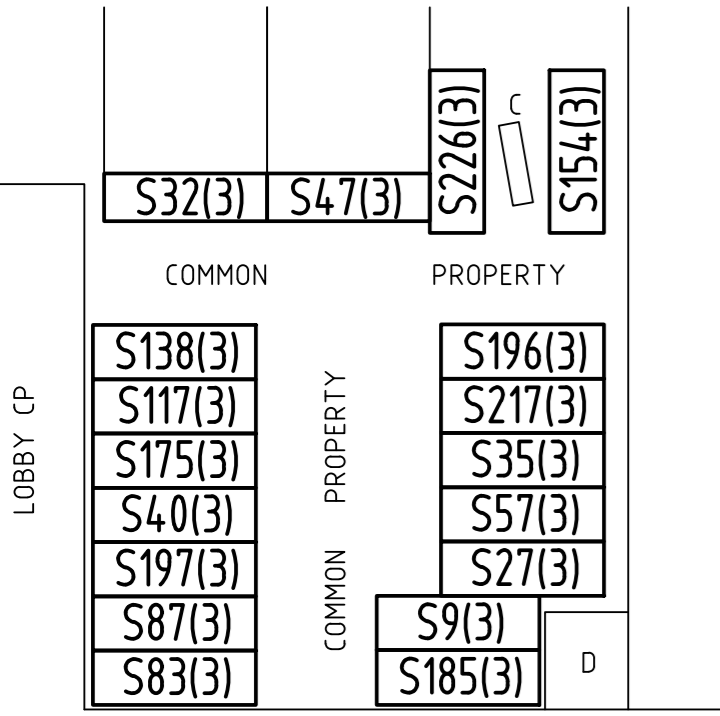
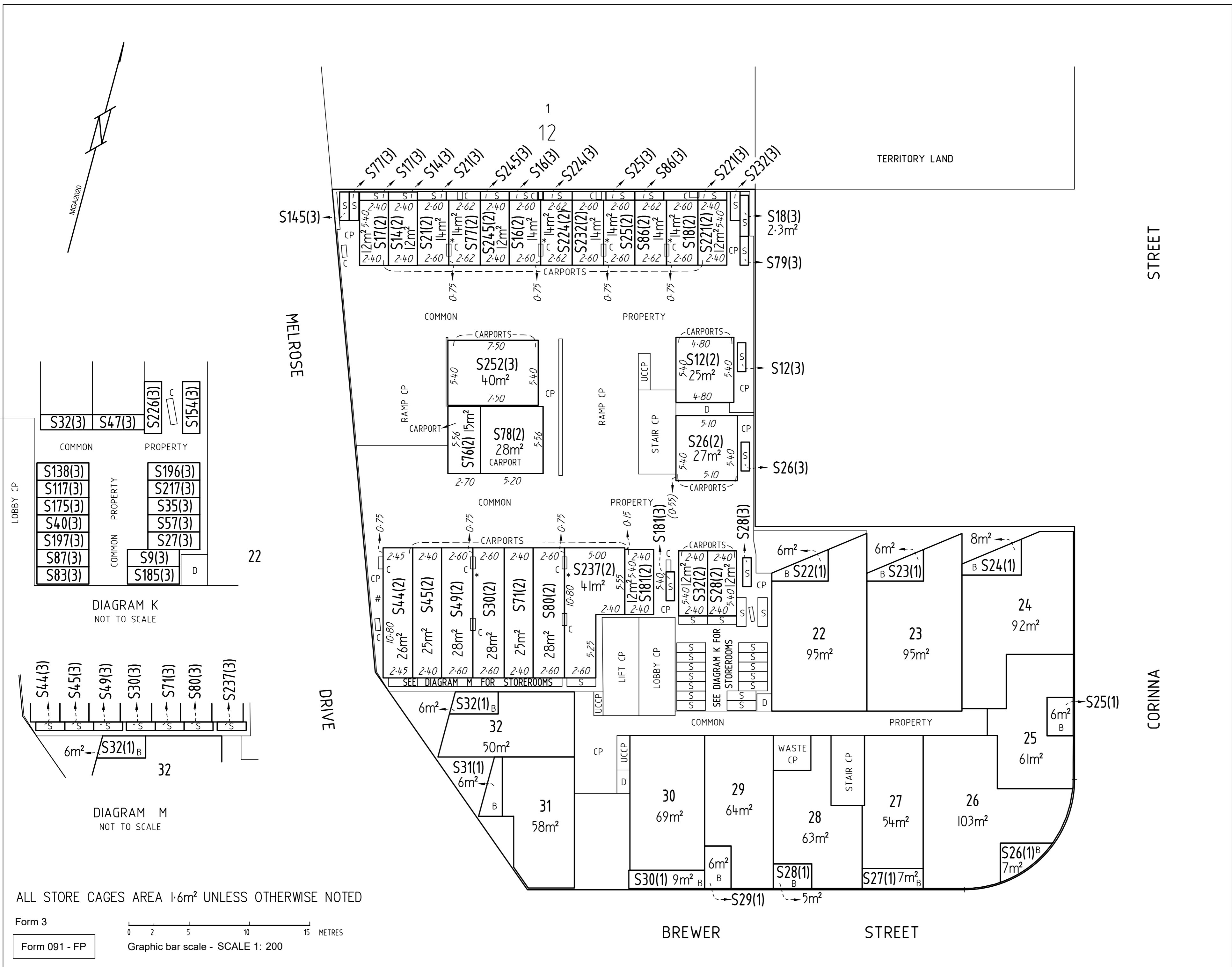


DIAGRAM J
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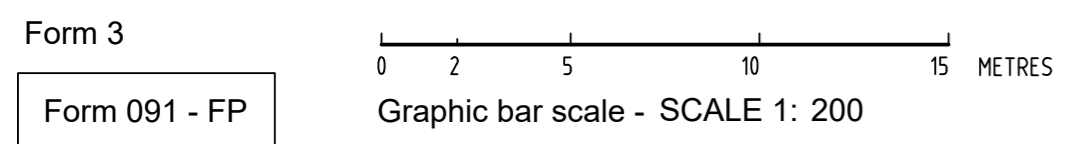
ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED



LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 23 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER THIRD



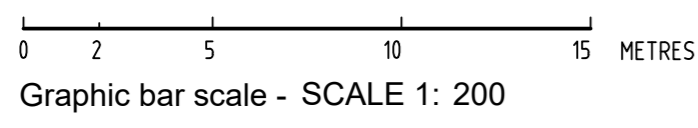
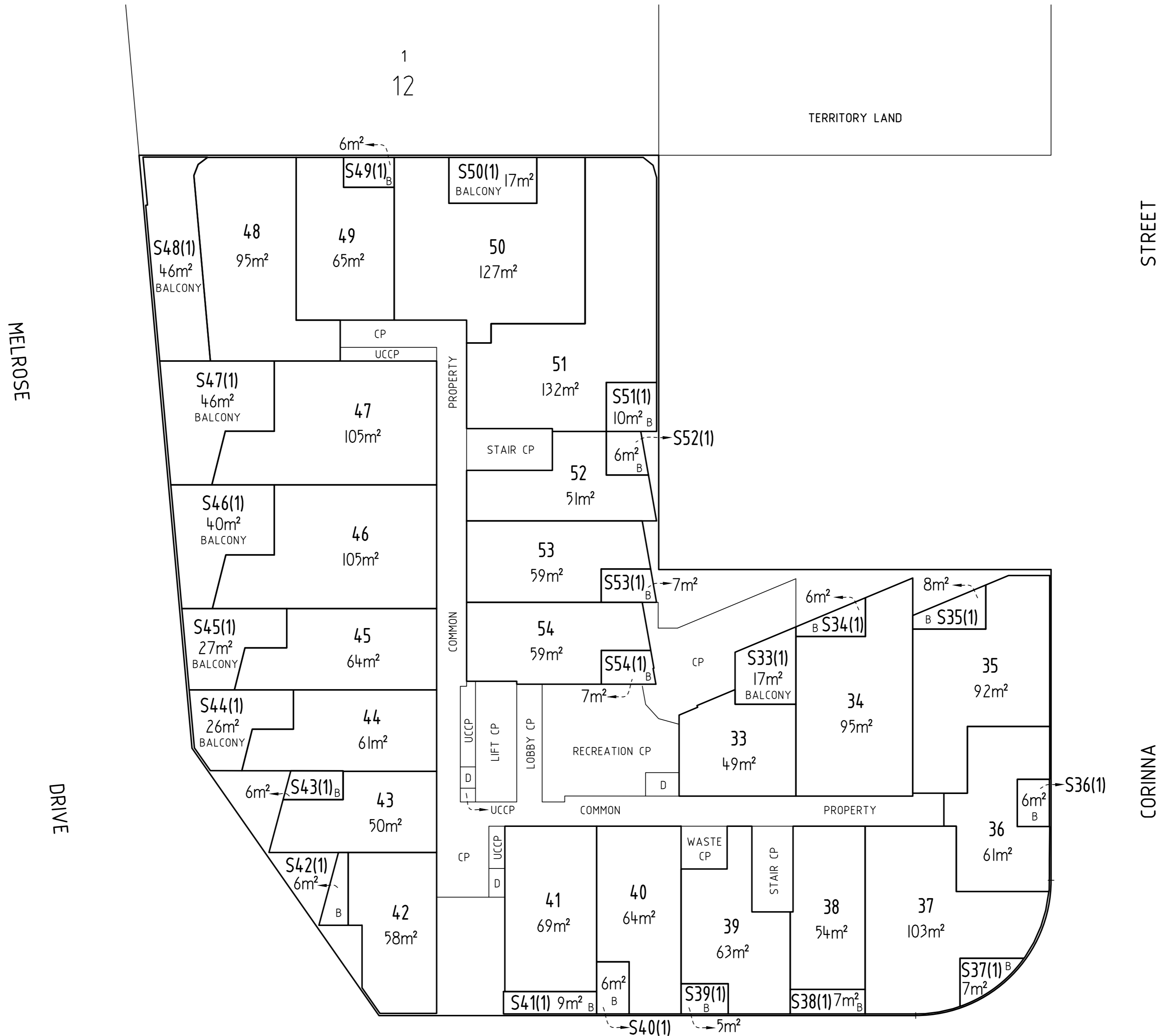
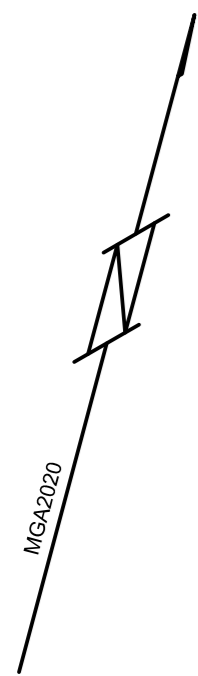
ALL STORE CAGES AREA 1.6m² UNLESS OTHERWISE NOTED



CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 24 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER FOURTH

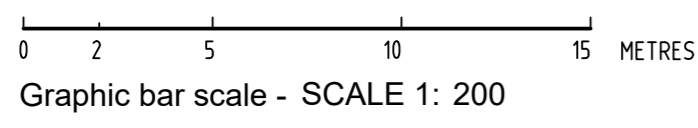
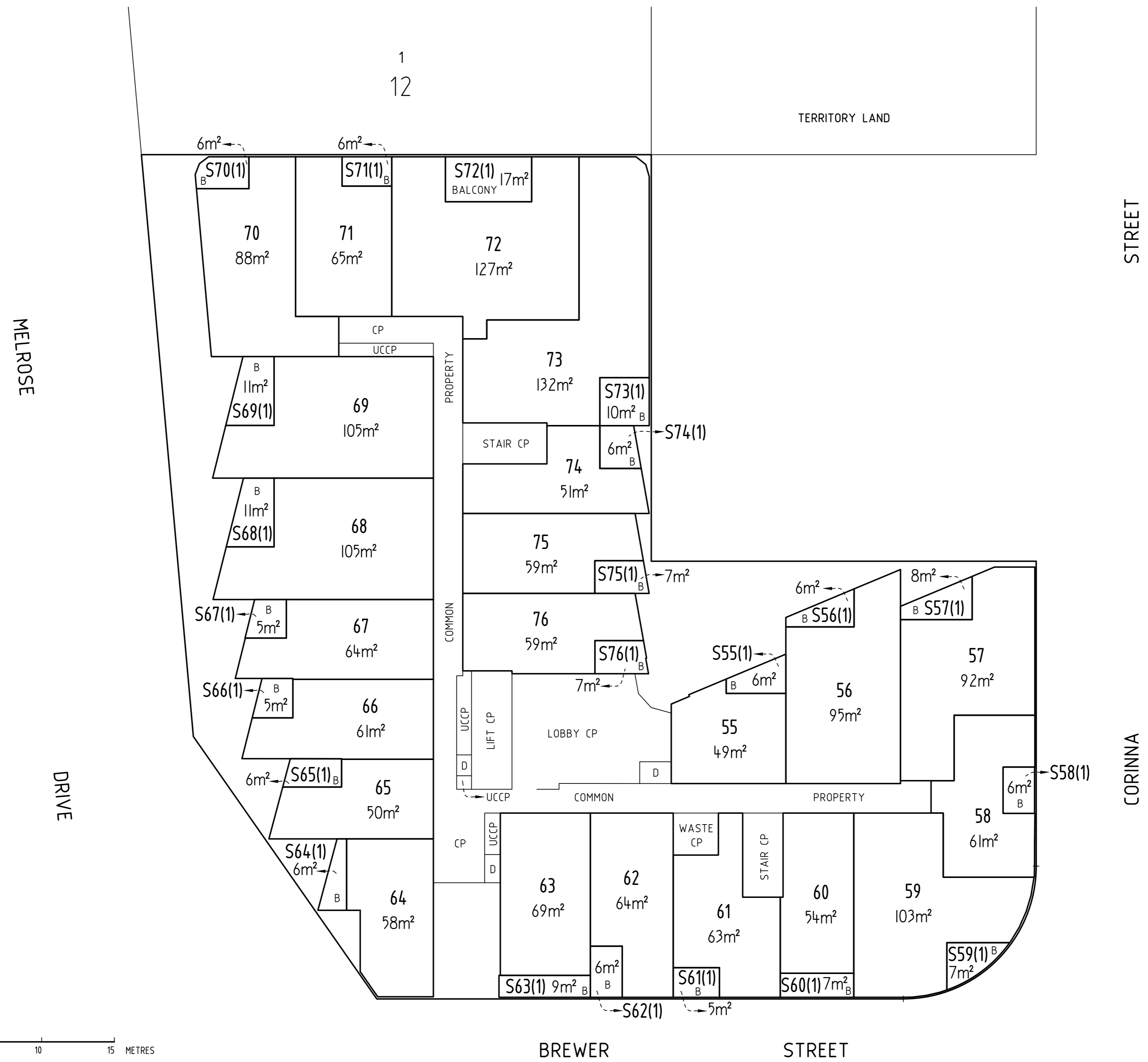


Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 25 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER FIFTH



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CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

FLOOR PLAN

Block
22

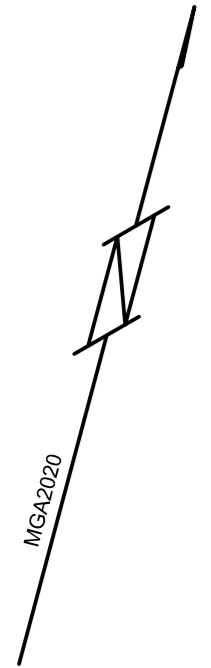
Section
12

Division
PHILLIP

FLOOR NUMBER
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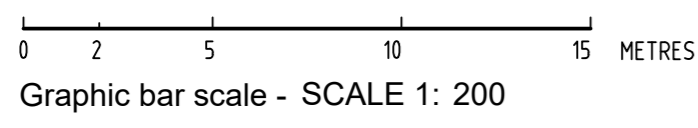
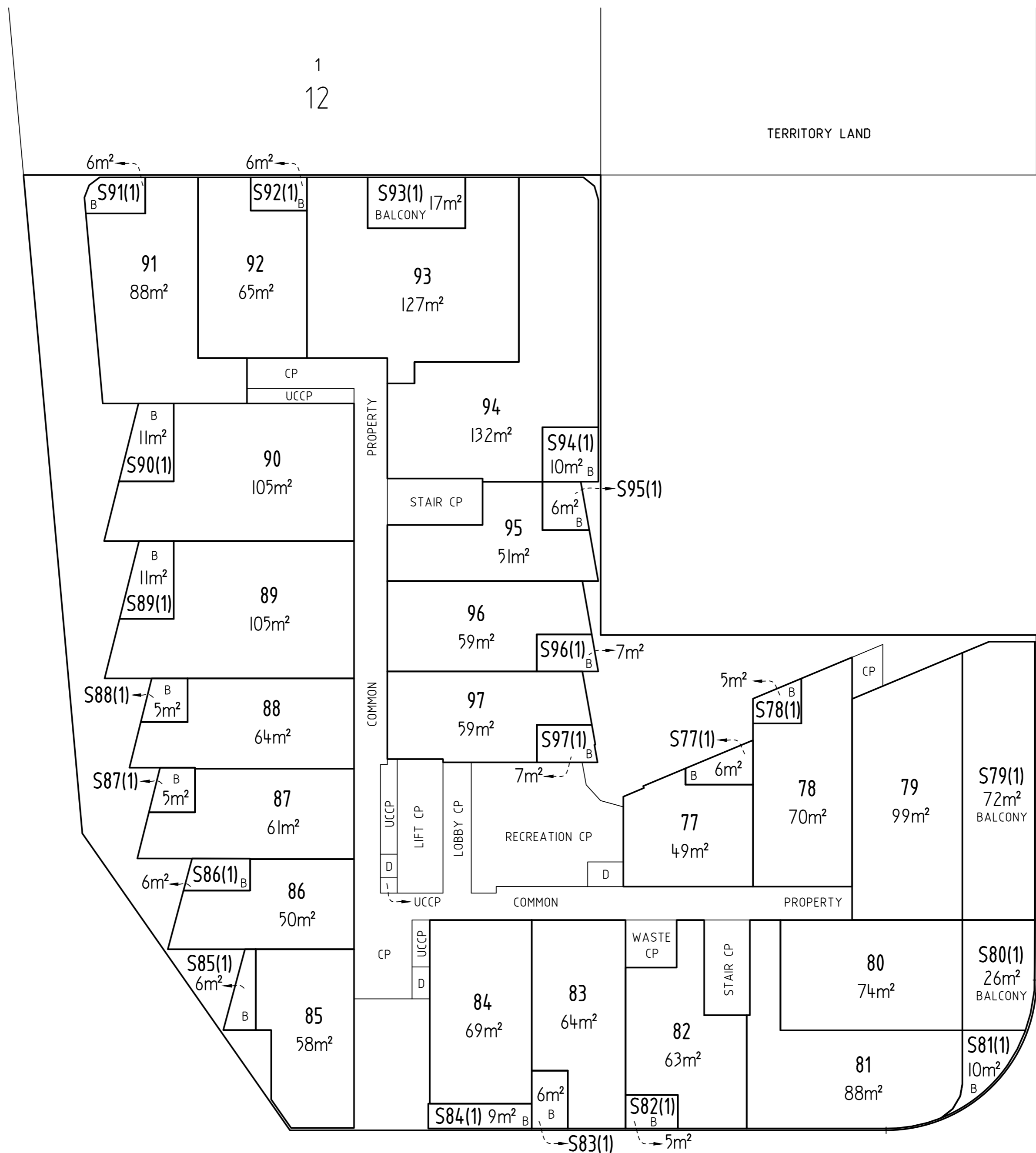
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

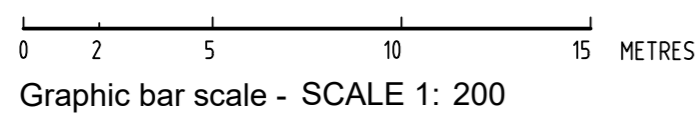
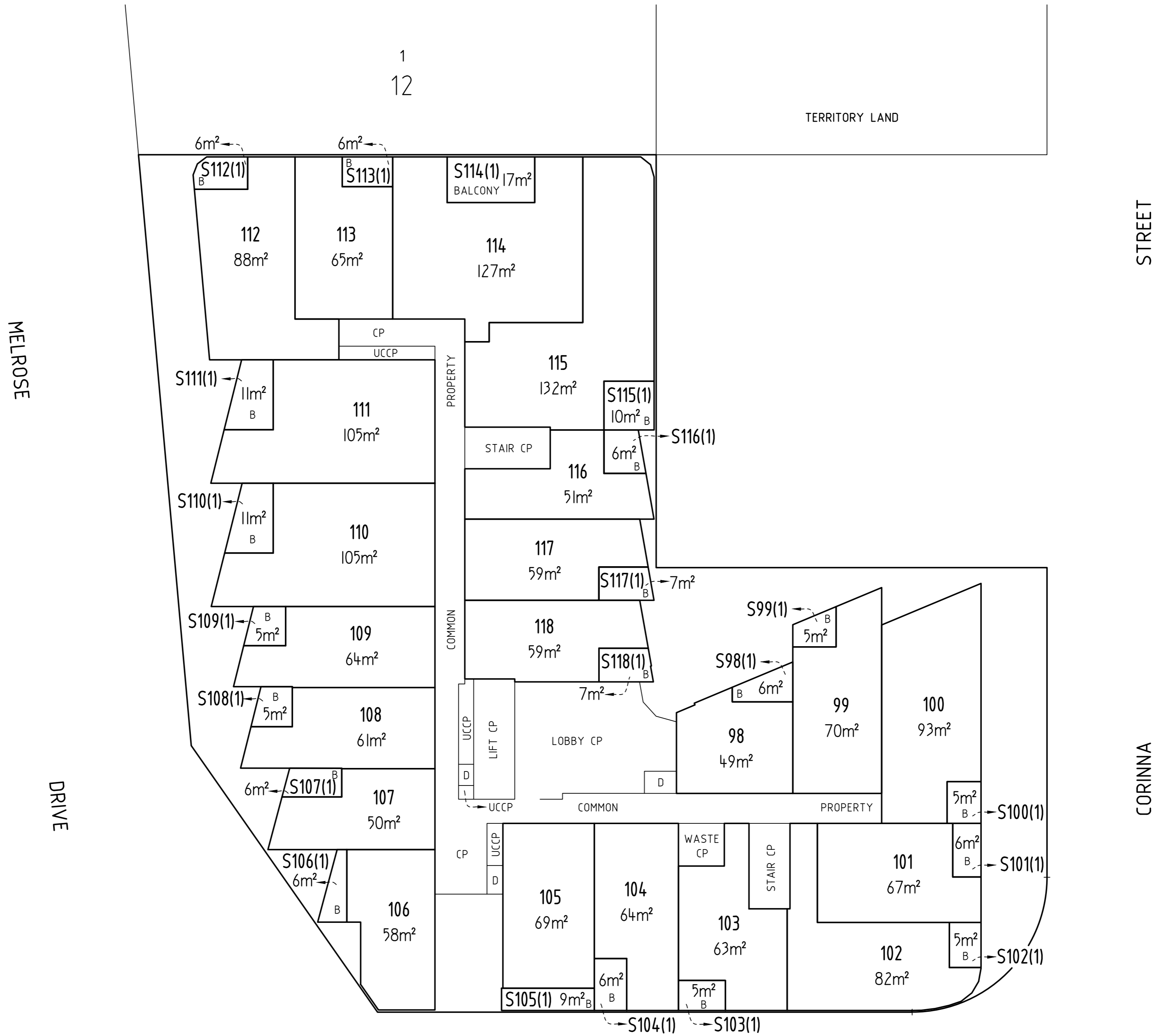
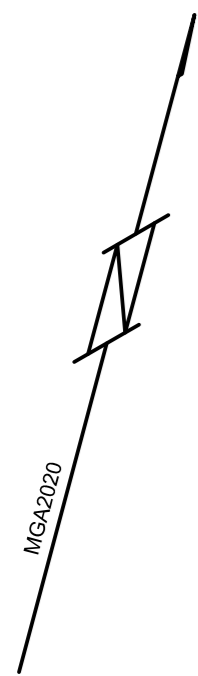


MELROSE DRIVE

STREET
CORINNA



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 27 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER SEVENTH

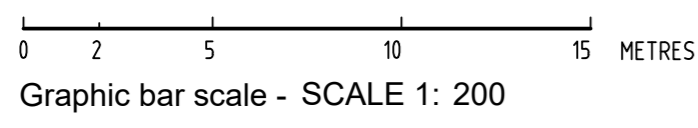
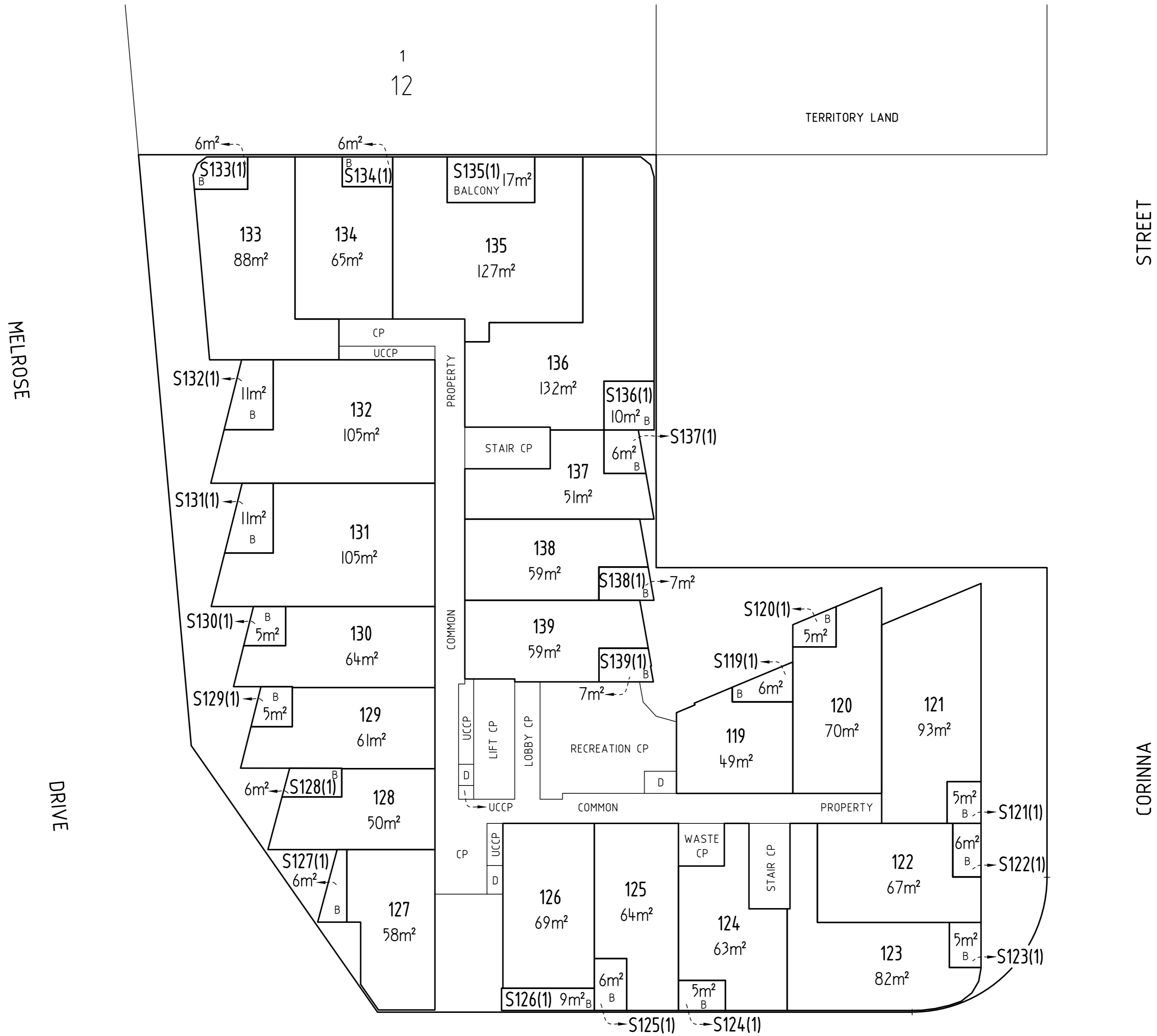
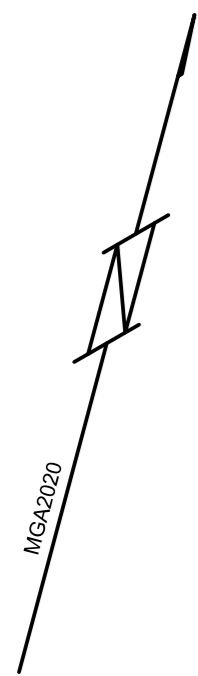


Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 28 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER EIGHTH

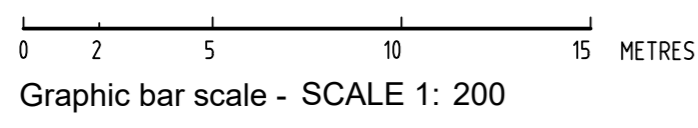
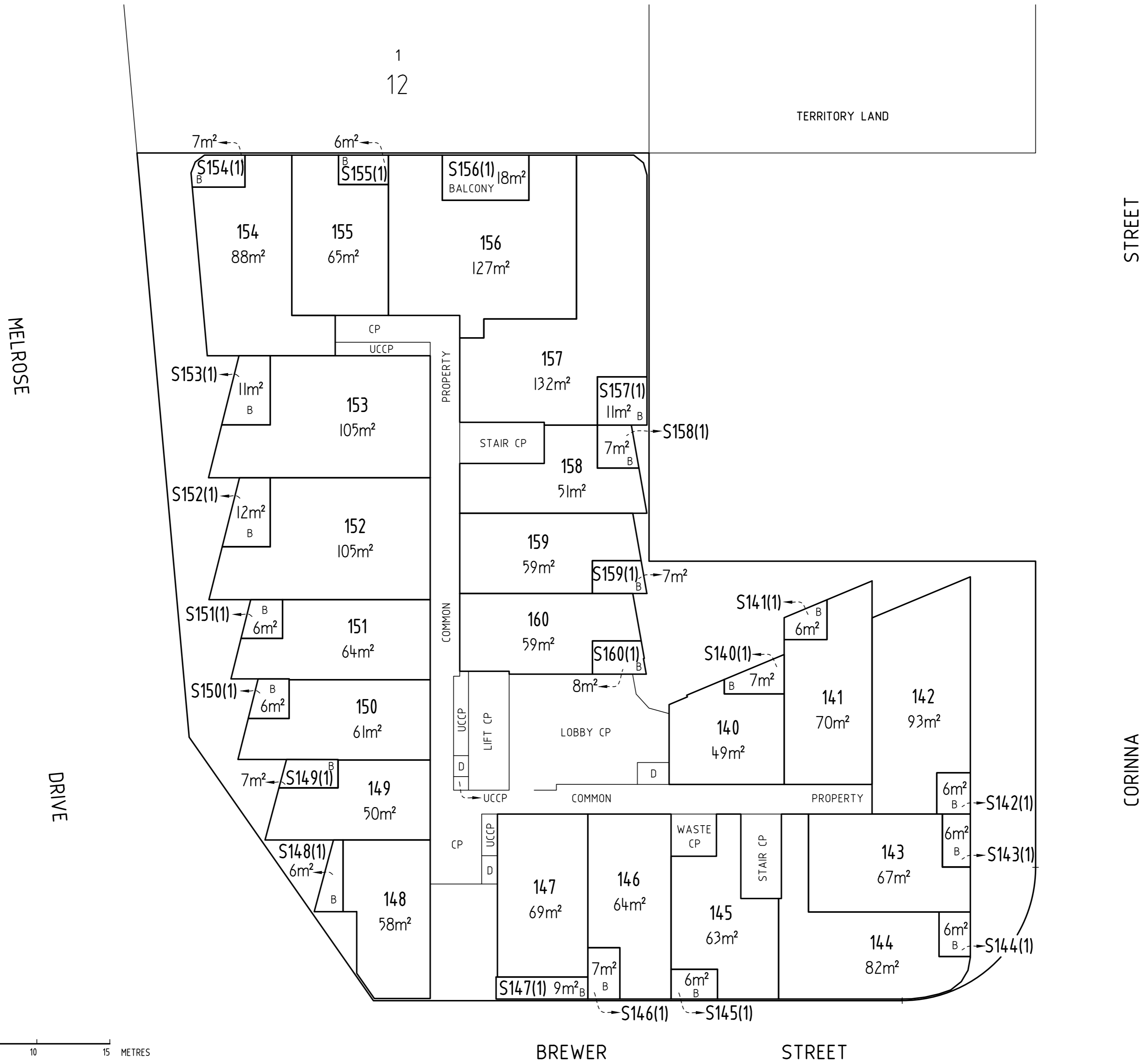
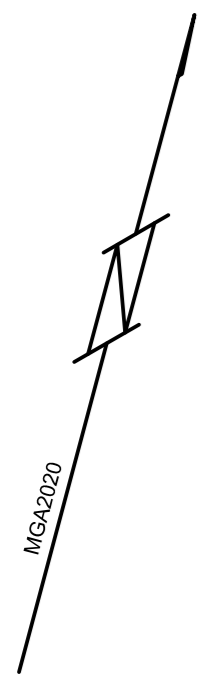


Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 29 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER NINTH

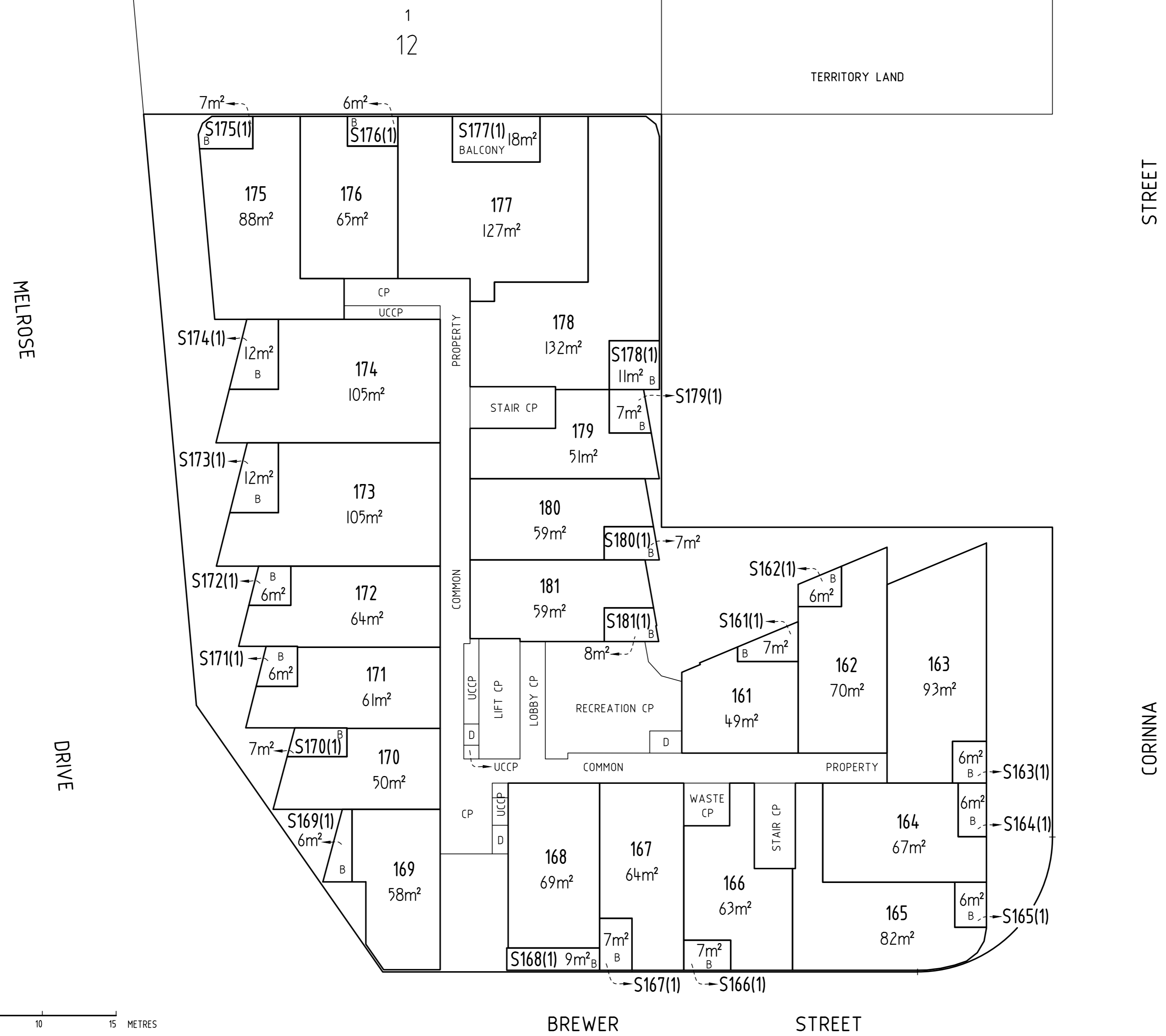


Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

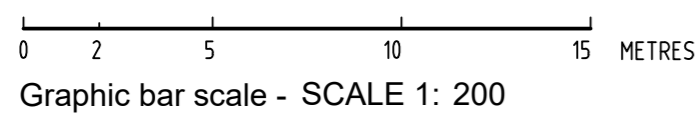
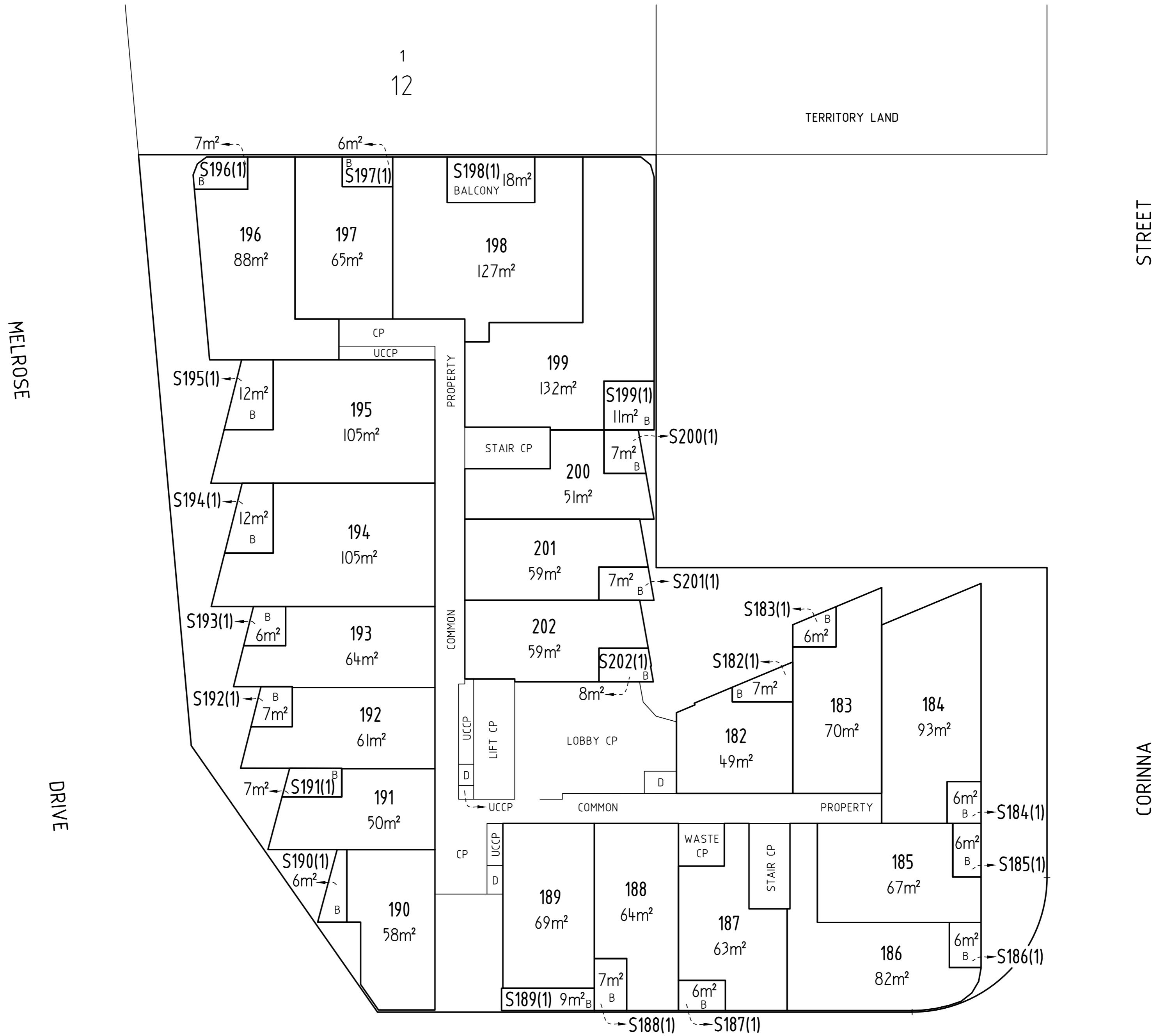
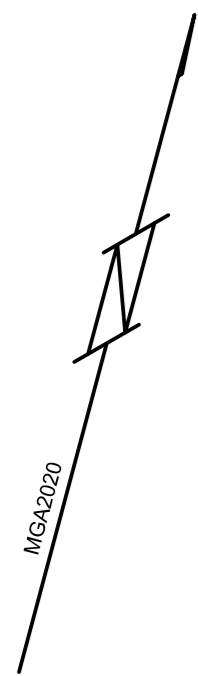
LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 30 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER TENTH



Form 3
Form 091 - FP
Graphic bar scale - SCALE 1: 200
0 2 5 10 15 METRES

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE
UNITS PLAN No. 16855

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 31 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER ELEVENTH

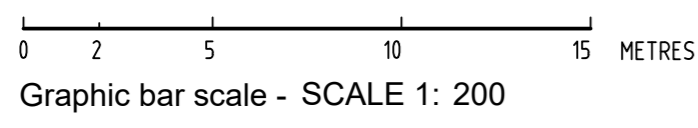
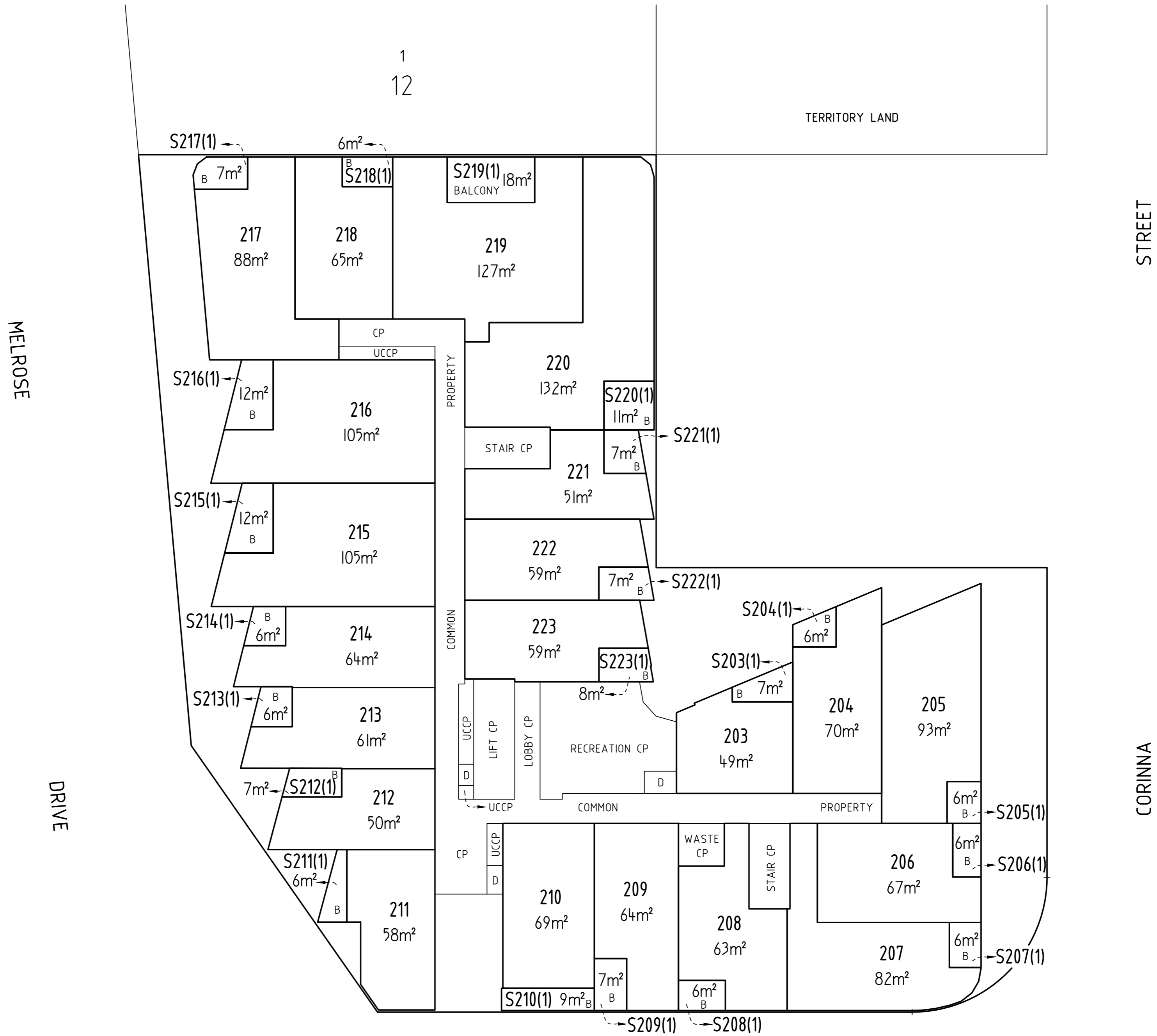
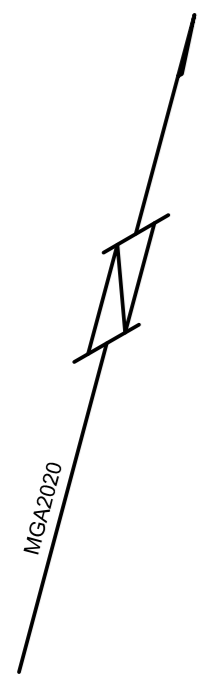


Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 32 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER TWELFTH



Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

FLOOR PLAN

Block
22

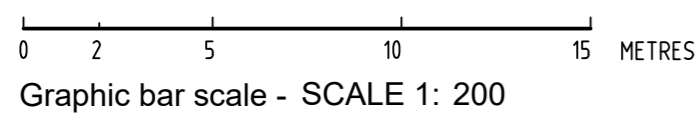
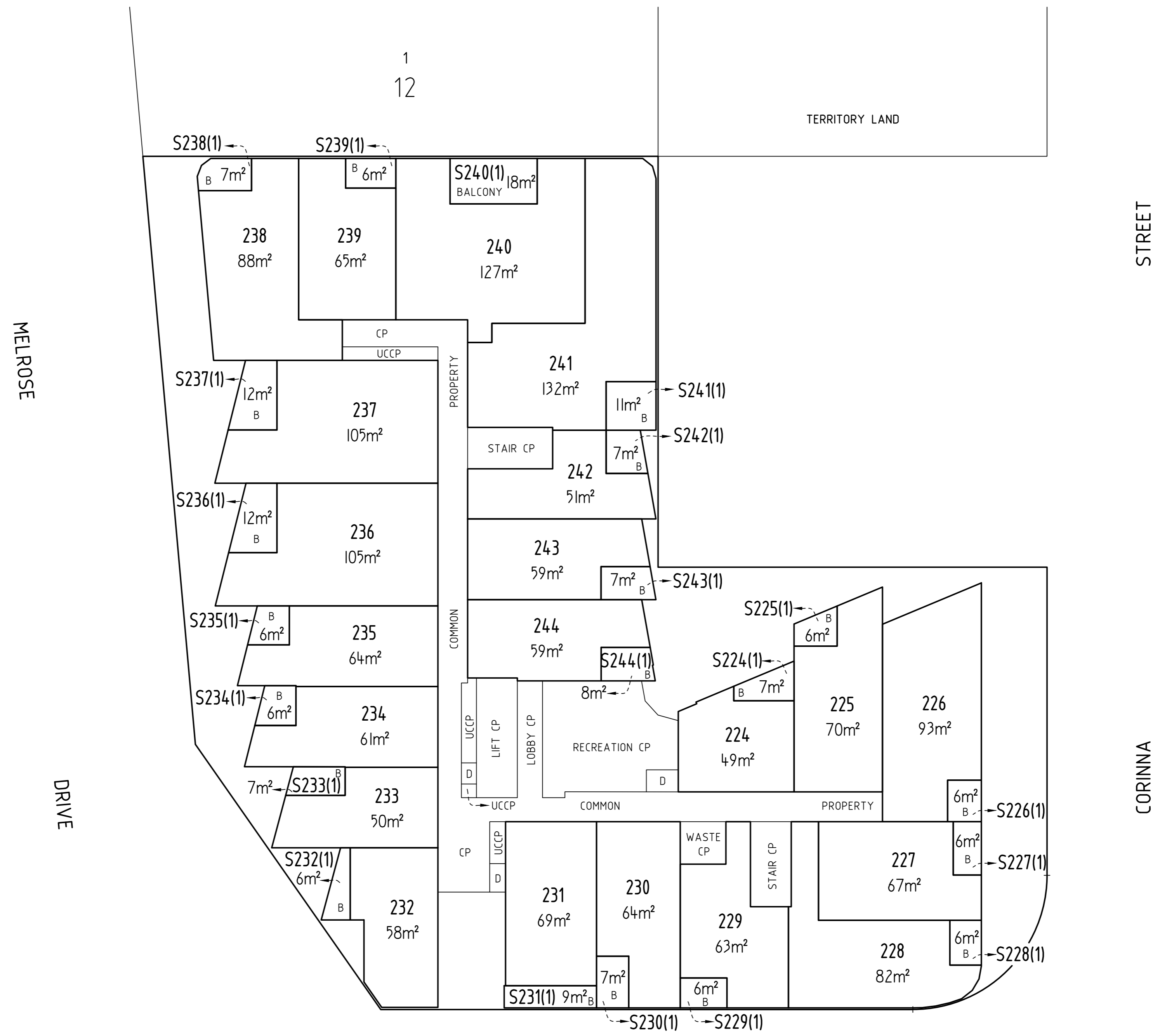
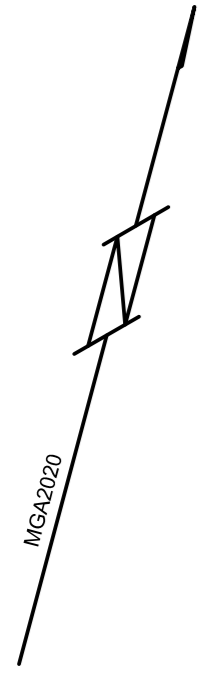
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Division
PHILLIP

FLOOR NUMBER
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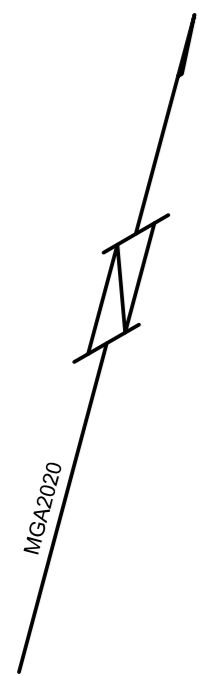
CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855



Form 3
Form 091 - FP

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 34 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER FOURTEENTH



MELROSE DRIVE

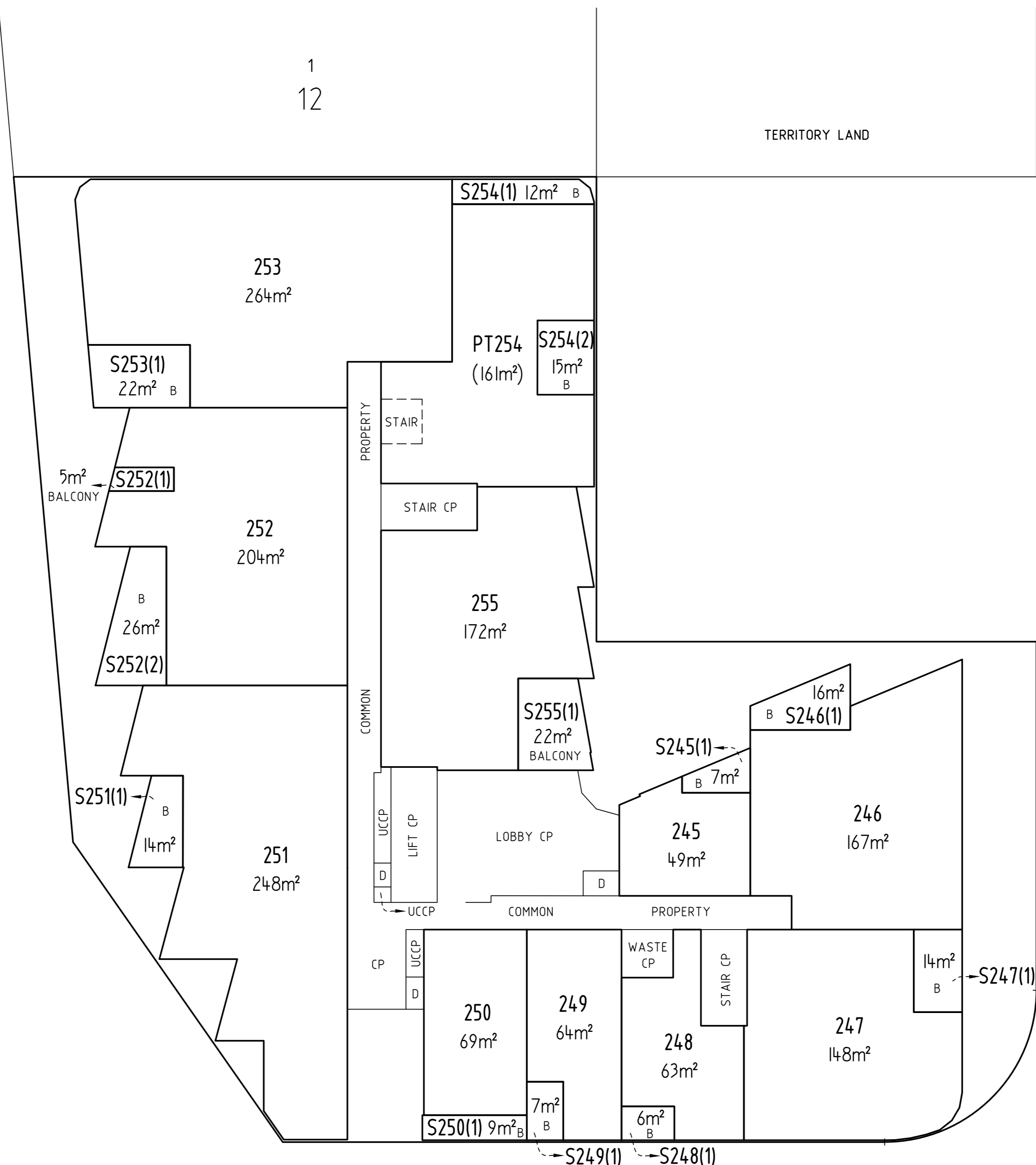
DRIVE

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12

TERRITORY LAND

STREET

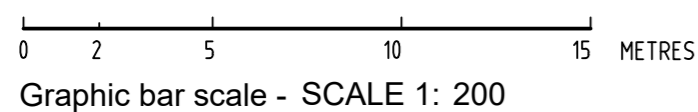
CORINNA



BREWER STREET

Form 3

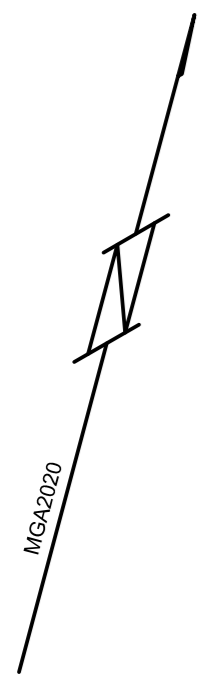
Form 091 - FP



CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 35 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER FIFTEENTH



MELROSE
DRIVE

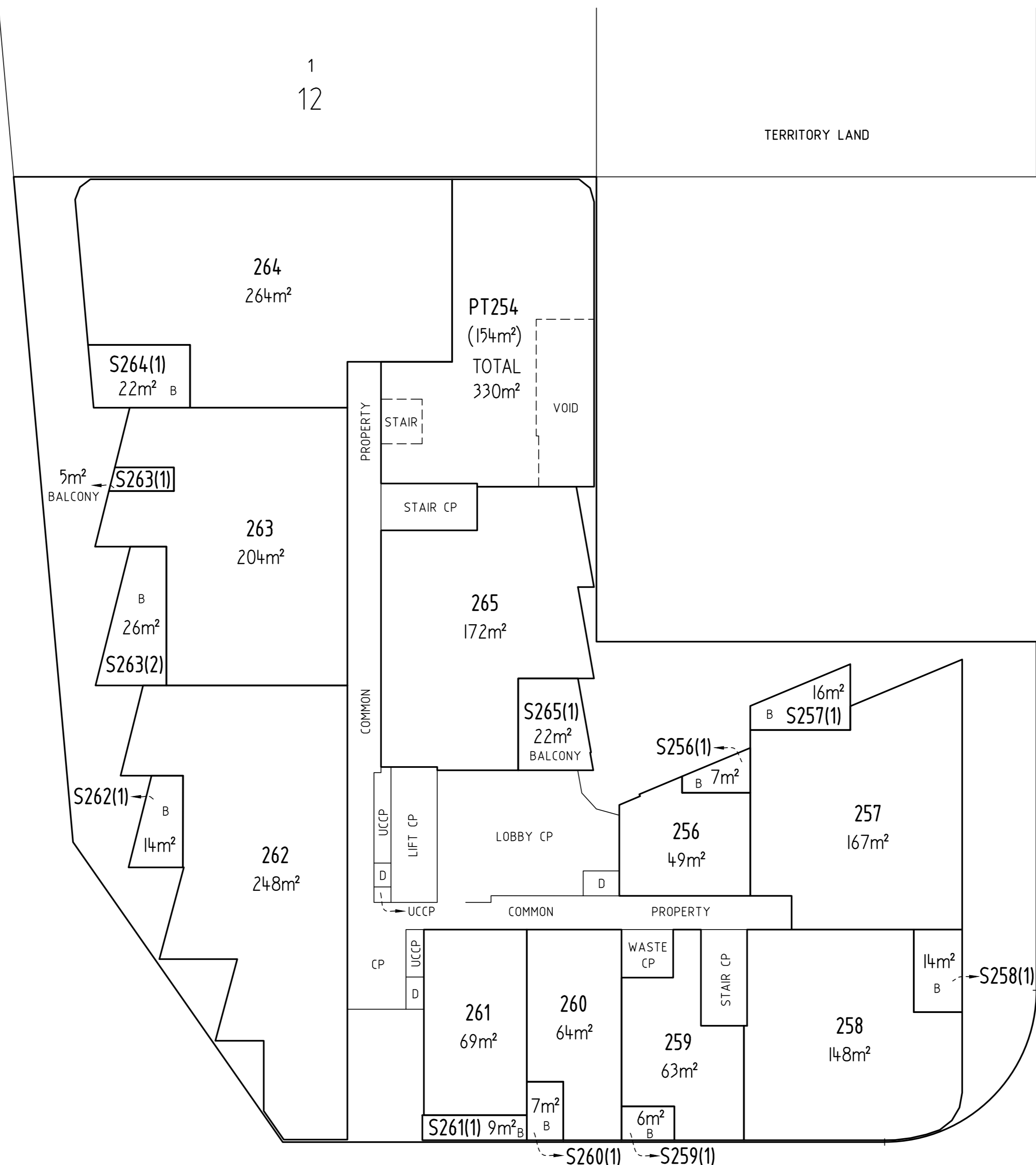
DRIVE

STREET

CORINNA

1
12

TERRITORY LAND

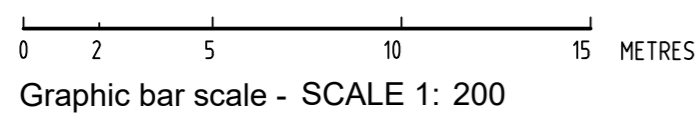


BREWER

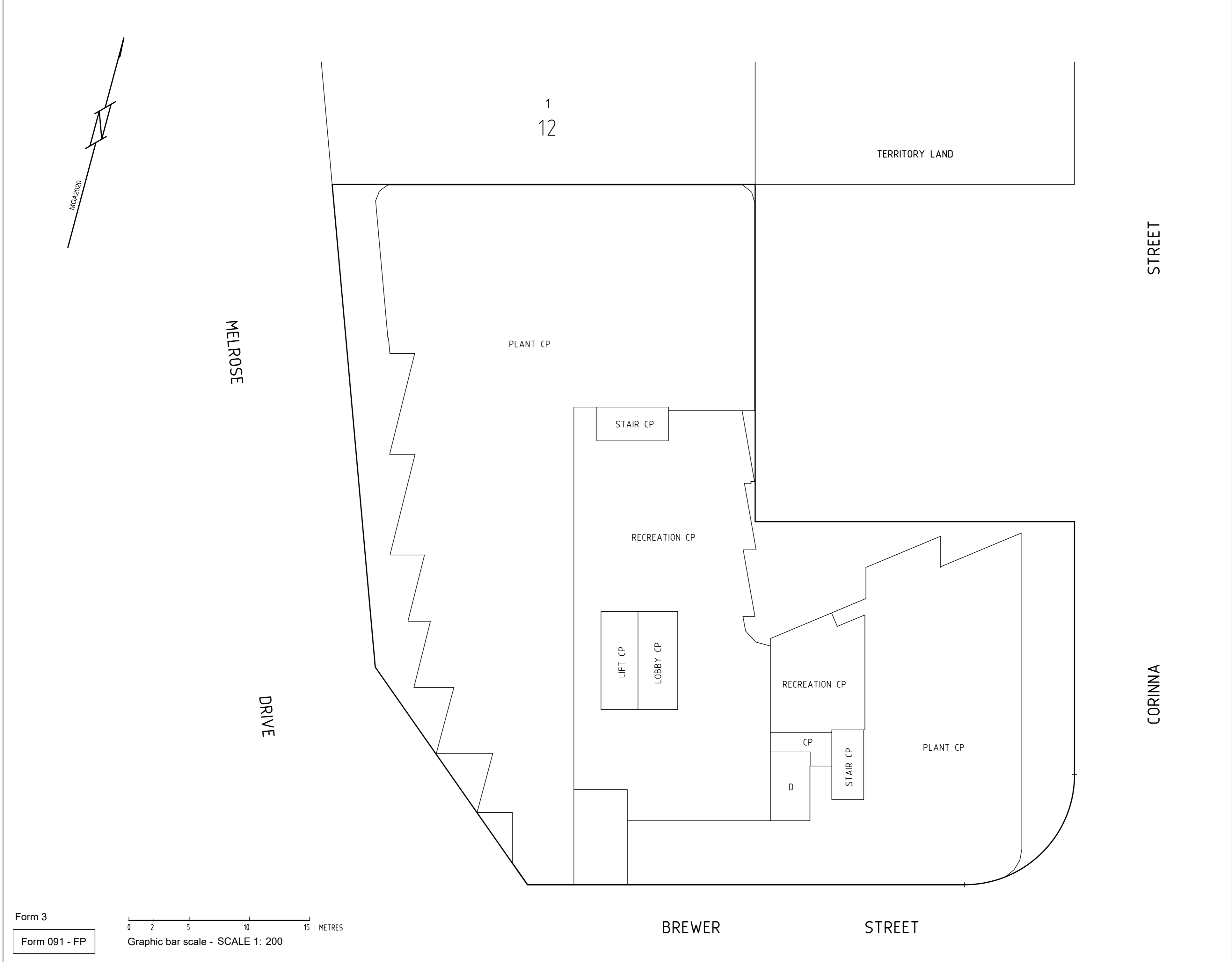
STREET

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 36 of 50
FLOOR PLAN
Block 22
Section 12
Division PHILLIP
FLOOR NUMBER SIXTEENTH



CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 13 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16855

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: 200

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 16855

Block 22 Section 12 Division of Phillip

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

- | | | |
|------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the twentieth day of November Two thousand and seventy nine. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| | 3. | Each Lessee of each of the Units Nos 1 - 268 inclusive covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none">(a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning Act 2023</u> and the <u>Unit Titles Act 2001</u>; |

- | | |
|------------------------------|--|
| PURPOSE | <p>(c) To use Units 1 to 268 for one or more of the following purposes:</p> <ul style="list-style-type: none"> (i) carpark; (ii) commercial accommodation use EXCLUDING tourist resort; (iii) community use LIMITED to health facility; (iv) non retail commercial use; (v) residential use LIMITED to multi unit housing; (vi) restaurant; and (vii) shop; <p>PROVIDED ALWAYS THAT shops are limited to a scale appropriate to provide convenient shopping and personal services for the local workforce and residents;</p> |
| SERVICE AREAS | <p>(d) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;</p> |
| BUILDING SUBJECT TO APPROVAL | <p>(e) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;</p> |
| REPAIR | <p>(f) That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u>;</p> |
| FAILURE TO REPAIR | <p>(g) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time</p> |

specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- | | |
|-----------------------|---|
| RIGHT OF INSPECTION | (h) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit; |
| RATES AND CHARGES | (i) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment; |
| PRESERVATION OF TREES | (j) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or (ii) to which the <u>Urban Forest Act 2023</u>, applies; |
| MINERALS AND WATER | (k) All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory. |
| 4. | The Commonwealth covenants with each of the Lessees of all the units as follows: |
| QUIET ENJOYMENT | That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority. |

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

TERMINATION	(a)	That if: <ul style="list-style-type: none">(i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or(ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or(iii) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach
		the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
ACCEPTANCE OF RENT	(b)	That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);
FURTHER LEASE	(c)	That any extension of terms for all the leases shall be in accordance with the provisions of the <u>Planning Act 2023</u> ;
NOTICES	(d)	That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF
POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

6. In this schedule unless the contrary intention appears:

- (a) “apartment” means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
- (c) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (d) “bulky goods retailing” means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - a) a large area for handling, storage or display; and/or
 - b) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) “business agency” means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) “carpark” means the use of the parcel of land specifically allocated for the parking of motor vehicles;

- (g) “commercial accommodation unit” means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (h) “commercial accommodation use” means commercial accommodation unit, guest house, hotel, motel, serviced apartment, tourist resort. It does not include a caravan park/camping ground or a group or organised camp;
- (i) “community use” means a child care centre, a community activity centre, a community theatre, a cultural facility, an educational establishment, a health facility, a hospital, a place of worship, and/or a religious associated use;
- (j) “department store” means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods; furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china; glassware and domestic hardware;
- (k) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (l) “dwelling” has the same meaning as in the Planning and Development Regulation 2008;
- (m) “financial establishment” means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (n) “guest house” means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

- (o) “health facility” means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to outpatients only;
- (p) “hotel” means the use of the parcel of land for one or more commercial accommodation units and where the premises is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (q) “Lessee” shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (r) “motel” means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar, or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (s) “multi-unit housing” means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (t) “non retail commercial use” means a business agency, financial establishment, office, or public agency;

- (u) “office” means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (v) “personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (w) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (x) “public agency” means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (y) “residential use” means caretaker’s residence, co-housing, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing and supportive housing;
- (z) “restaurant” means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (aa) “retail plant nursery” means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (bb) “serviced apartment” means an apartment that is used as a commercial accommodation unit;
- (cc) “shop” means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (dd) “supermarket” means a shop predominantly selling food and other household items where the selection of goods is organised on a self-service basis;

- (ee) “take-away food shop” means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (ff) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (gg) “tourist resort means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;
- (hh) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
 - (ii) words in the singular include the plural and vice versa;
 - (jj) words importing one gender include the other genders;

- (kk) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....thirteenth..... day ofMarch.....2026.

Sharon Harmer

Sharon Harmer
a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: ZAPARI PROPERTY CORINNA STREET PTY LTD – A.C.N. 638 934 219



Sole Director

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 16855

Block 22 Section 12 Division of Phillip

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

1. The term of the lease expires on the twentieth day of November Two thousand and seventy nine.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No.16855("the Owners Corporation") covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
 - (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
 - (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hard standing carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;

- (e) Except where necessary for compliance with Clause 3(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hard standing carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (i) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Urban Forest Act 2023, applies;

- (j) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
4. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning Act 2023;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.
5. In this schedule unless the contrary intention appears:
- (a) “Authority” means the Territory Planning Authority established by section 16 of the Planning Act 2023;
 - (b) “building” means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) “gross floor area” means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
 - (d) “owners corporation” means the body corporate under the name of ‘The Owners - Units Plan No. 16855 ‘;

- (e) “premises” means the parcel of land and any building or other improvements on the parcel of land;
- (f) “services” means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) “Territory” means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C’t’h);
- (h) “unit” means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....thirteenth..... day of.....March.....2026.

Sharon Harmer

Sharon Harmer
a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: ZAPARI PROPERTY CORINNA STREET PTY LTD – A.C.N. 638 934 219



Sole Director



LEASE CONVEYANCING ENQUIRY

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

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

Unit	161	Block	22	Section	12	Suburb	PHILLIP
-------------	------------	--------------	-----------	----------------	-----------	---------------	----------------

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

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

N/A

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?	(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?	(see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included)	(see report)
9. Has an Order been made in respect of the Land pursuant to Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?	(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?	(see report)

Applicant's Name : John Chamberlain

E-mail Address : john.chamberlain@lexmerca.com.au

Client Reference : 11755

Date: 14-APR-26 09:23:42



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 9

INFORMATION ABOUT THE PROPERTY

PHILLIP Section 12/Block 22/Unit 161

Building Class: A

Area(m2): 2,571.3

Unimproved Value: \$12,600,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 9

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 9

Application DA202037991 **Lodged** 14-DEC-20 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO APPROVED DA202037991-S205L. Amendment to the development application for Demolition of the existing buildings and construction of mixed-use development with commercial and residential tenancies, basement carparking, verge alterations, tree removal and associated works - the amendment is to update service areas, glazing, external appearance, common areas, basement and carpark, changes to apartment layout, rooftop landscape, addition of slabs to support structural design and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	4-4	
Woden Valley	Phillip	12	5-5	
Woden Valley	Phillip	12	7-7	
Woden Valley	Phillip	12	20-20	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Lessee	Filmwing Pty Limited
Lessee	Junstamp Pty Limited
Lessee	Tccs
Lessee	Tccs
Applicant	Canberra Town Planning Pty Ltd
Representor	Sindhu, Aditya
Representor	Confidential Representor
Representor	Smith, Andrew
Representor	Figgis, Matt
Representor	Kennedy, Rodney
Representor	Sadeghi, Parastoo
Representor	Dodimead, Sam
Representor	Peaker, Robert
Representor	Blackshaw Real Estate
Representor	Khalil Dania
Representor	Simonds, Tom
Representor	Hemsley, Ryan
Representor	Gocevski, Rob
Representor	Holden, Stephanie
Representor	Paz, Jennifer
Representor	Miller, Martin
Representor	Matatia, Dayne
Representor	Woden Valley Community Council

-- Activities -----



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 4 of 9

Application DA202037991 **Lodged** 14-DEC-20 **Type** See Subclass

Activity Name

Merit Track

Status

Approval Conditional

Application DA200502162 **Lodged** 17-MAY-05 **Type** Non-residential

-- Application Details -----

Description

To construct an alucobond facade feature incorporating two awnings that extend over the site boundary.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	5-5	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Applicant	Dezignteam Pty Ltd
Lessee	Magpies Investment Group

-- Activities -----

Activity Name	Status
Da - No Notification	Approval Conditional



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 9

Application DA200500597 **Lodged** 16-FEB-05 **Type** Non-residential

-- Application Details -----

Description

Restore existing fire damaged office building to meet current BCA regulations. Re-furbish corinna St entry foyer; Remove and replace first floor windows with new feature glazing and alvcobond facade features including awnings over Brewer and Corinna St entries.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	5-5	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Contact	Dunstone
Applicant	Dezignteam Pty Ltd
Lessee	Taylor

-- Activities -----

Activity Name	Status
Da - No Notification	Approved



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LAND, PLANNING & BUILDING SERVICES
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MITCHELL ACT 2911

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA984221 **Lodged** 01-SEP-98 **Type** Lease Variation

-- Application Details -----

Description

To replace the existing Lease Purpose Clause with the following:
 3(a) To use the premises for one or more of the following purposes: business agency; financial establishment; office; public agency; restaurant; shop; carpark.
 3(b) That (i) The Gross Floor Area of the building shall not exceed 3500 square metres;
 (ii) the Gross Floor Area of the portion to be used as a shop(s) shall not exceed 1050 square metres; (iii) The Gross Floor Area of the portion to be used for offices shall not exceed 2910 square metres.
 3(c) The building shall not exceed three storeys in height and shall contain a basement carpark with a minimum of 36 spaces.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	4-4	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Applicant	Smith Kostyrko Cohen Pty Ltd
Contact	Smith
Lessee	Justamp Pty Ltd

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional



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14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 7 of 9

Application DA980704 **Lodged** 25-FEB-98 **Type** Lease Variation

-- Application Details -----

Description

(1) TO VARY THE FOLLOWING LEASE PURPOSE CLAUSES: 3(a) To use the premises for one or more of the following purposes; business agency, financial establishment, office, public agency, restaurant, shop, car park. 3(b) That
 i) The Gross Floor area of the Building shall not exceed 3500 square metres. ii) The Gross Floor Area of the portion to be used as a shop shall not exceed 350 square metres. iii) The Gross Floor Area of the portion to be used for offices shall not exceed 2910 square metres. 3(c) The Building shall not exceed three storeys in height and shall contain a basement carpark with a minimum of 36 spaces. (2) Development approval for minor alterations to existing building. (3) Encroachment beyond lease boundary to allow expansion of existing canopy on front elevation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	4-4	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Applicant	S K International P/L
Contact	Smith
Lessee	Junstamp Pty Limited

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional

Application DA937307 **Lodged** 23-DEC-93 **Type** Non-residential

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	5-5	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Applicant	Geha

-- Activities -----

Activity Name	Status
D+S Non-Residential	Approved



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14-APR-2026 09:23

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

Page 8 of 9

Application DA936636 **Lodged** 12-NOV-93 **Type** Sign

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Phillip	12	4-4	
Woden Valley	Phillip	12	22-22	

-- Involved Parties -----

Role	Name
Applicant	Gio Australia Ltd
Objector	Woden Community Service

-- Activities -----

Activity Name	Status
D+S Signs	Approved

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

Sect	Blk	DA No.	Description	Overlay Policy	Status
13	2	202544004	PLANNING ACT 2023 - PROPOSAL FOR A NEW SIGN - New installation of business identification signage 'Leaf Café & Co' and replacement of existing blade sign with surface illuminated logo and associated works.	Approval Conditional	16-MAY-25
13	2	202544187	PLANNING ACT 2023 - PROPOSAL FOR ALTERATIONS AND ADDITIONS - partial demolition of outdoor seating area, outdoor area alterations, illuminated signage, facade changes and associated works.	Approval Conditional	10-JUL-25



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

14-APR-2026 09:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash.

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

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

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

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 16855 Unit No. 161

Unit Owner/Eligible Person: Zapari Property Corinna Street Pty Ltd

Zapari Property Corinna Street Pty Ltd
1001/1 Brewer Street, Phillip ACT
Phillip ACT 2606

1. Committee Details

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

The place where the corporation's records can be inspected and contact details:

Teagan Brissett
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	Flex Insurance	HQ0006166365	\$150,000,000.00	13/03/2027	\$0.00 Excess: \$5,000.00
Common Area Contents			\$1,500,000.00		
Loss of Rent/Temp Accommodation			\$22,500,000.00		
Public Liability			\$20,000,000.00		Excess: \$1,000.00
Voluntary Workers			\$200,000.00		
Fidelity			\$250,000.00		Excess: \$500.00
Office Bearers			\$5,000,000.00		Excess: \$5,000.00

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (20/03/2026 - 19/03/2027)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
20/03/2026	Standard Levy Contribution Schedule	\$744.90	\$0.00	\$0.00
20/09/2026	Standard Levy Contribution Schedule	\$744.90	\$0.00	\$0.00
Admin Fund Contributions				\$1,489.80
Sinking Fund Contributions				\$0.00
Total Contributions				\$1,489.80
Amount (if any) outstanding				\$744.90
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund \$356,409.48

Sinking Fund \$0.00

Total \$356,409.48

6. Developer Control Period

Developer control period expiry date: Still within developer control period

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: Electric Vehicle Charging Stations



9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 20/11/2079

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? **The swimming pool is located in the spa.**

All the information in this unit title certificate has been recorded on the following date from details shown in the books, records and other documents of the Owners Corporation:

Date: 30/03/2026 The Common Seal of The Owners – Units Plan No 16855	
Was hereunto affixed in The presence of  Signature: _____	

Swimming Pool Disclosure Statement for a Regulated Swimming Pool

Location of regulated swimming pool	UP16855 - The Shard - 1 Brewer Street PHILLIP ACT 2606
Date the premises was purchased	20/03/2026
Date of construction of the premises where the regulated swimming pool is located	14/01/2026
Was the swimming pool built or installed at the same time as the premises?	Yes
If no, do you know when the swimming pool was built or installed?	N/A
Was building approval issued at any time for the swimming pool or swimming pool area? If yes, please provide details of the building approval	Yes, COU attached
Are you aware of any alterations to the swimming pool since it was built or installed?	No
If yes, please provide details of the alterations including dates and type of alteration (where known)	N/A
Does a standing exemption apply to the pool? If yes, which one and why (include details of any advice to support this position)	No



Certificate of Occupancy and Use

Certificate No.: **B20233693C1**

**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 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	22	12	PHILLIP	WODEN VALLEY	Australian Capital Territory
	22	12	PHILLIP	WODEN VALLEY	Australian Capital Territory

Plans
B20233693/A
B20233693/B
B20233693/C
B20233693/D
B20233693/E

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
7a	New	CAR PARK	Construction of Level B4 basement carpark (Excludes B4 Upper)	A		B20233693N1	JWLAND CONSTRUCTION PTY LTD
6	New	SHOP/RETAIL BUILDING	Construction of 2 commercial tenancy on ground floor.	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential Units on ground floor.	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of a carpark, loading dock, waste room etc on ground floor	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of Carpark Units on Level 3	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential units on Level 3 to 9	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential units on Level 10 to 15	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential Units on Level 1 & 2	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of Carpark Units on Level 1 & 2	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7	New	PUBLIC CARPARK	Construction of Level B4 basement to Level 3 carpark (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD
6	New	SHOP/RETAIL BUILDING	Construction of Ground Floor (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Level 1 to Roof (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD

Comments

Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

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: Paul Moon

Issued on: 12/03/2026

Delegate of the ACT Construction
Occupations Registrar.

**MINUTES OF THE INAUGURAL MEETING OF
THE OWNERS UNITS PLAN NO.16855 'The Shard'
1 Brewer Street, Phillip, ACT 2606**

- Venue:** Held via teleconference
- Date:** 20/03/26
- Time:** 5:30 pm
- Present:** Milan Popovich (representing Zapari Property Corinna Street Pty Ltd)
Chris Miller (representing Vantage Strata – ***Licence number 184 01909***)
- Chair:** Milan Popovich (representing Zapari Property Corinna Street Pty Ltd) was elected chairperson for the meeting.
- Quorum:** As all units are owned by Zapari Property Corinna Street Pty Ltd a quorum was declared, and the meeting proceeded.
- Developer:** Corinna Street Developments RR Pty Ltd.
- Manager:** Vantage Strata.

1. PURPOSE OF MEETING

The Developer informed the meeting that the development situated at 1 Brewer Street, Phillip comprising 268 units was registered on 20/03/26 at the ACT Land Titles Office as Units Plan No. 16855. This meeting is necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 ("Act").

2. INSURANCE

The Owners Corporation holds Building insurance for the buildings as well as Public Liability insurance over the common property, as per the Product Disclosure Statement (available on request) pursuant to the requirements of the Unit Titles (Management) Act 2011. Owners may wish to consider their individual insurance needs for their units, including (but not limited to) contents or landlord insurance.

Please note that the aforementioned building policy may not cover any damage to individual unit carpets/flooring regardless of the circumstances of how they became damaged.

MOTION 1: *It was unanimously **resolved** that to conform with the requirements of Section 100 of the Unit Titles (Management) Act, an insurance policy has been entered into and that the Corporation should continue to insure the development with FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN no. HQ0006166365 as follows:*

Buildings \$150,000,000
Primary Public Liability \$30,000,000.00

Item	Amount
Base Premium	\$51,744.82
Emergency or Fire Services Levy	Not applicable in the ACT
Stamp Duty	Not applicable in the ACT
Underwriting Fee	\$1,000
Broker Fee	\$8,000
GST	\$6074.48
Commission	\$0
Allocation of strata insurance remuneration	Nil

CARRIED

MOTION 2: *It was further unanimously **resolved** that should payment for the above policy be required to be made by the Developer, this payment is to be regarded as a loan to the Owners Corporation to be repaid by the Owners Corporation immediately upon sufficient funds being available and the Manager is authorised to make this payment on behalf of the Owners Corporation.*

CARRIED

3. INSURANCE VALUATION

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

MOTION 3: *It was unanimously **resolved** that the Corporation authorises the Owners Corporation manager to obtain a professional Insurance Valuation from an appropriately qualified organisation.*

CARRIED

4. SINKING FUND

In accordance with Section 82 of the Act the Owners Corporation must approve, within 12 months from the date of the First AGM, a Sinking Fund Plan for capital expenses expected to be required for a 10 year period.

It is recommended that an appropriately qualified professional organisation be engaged in order to prepare the Sinking Fund plan on behalf of the corporation, for consideration at the next AGM.

MOTION 4: *It was unanimously **resolved** that the Owners Corporation authorises the Owners Corporation manager to obtain a professional Sinking Fund Plan from an appropriately qualified organisation.*

CARRIED

5. DEFECTS REPORT

MOTION 5: *It was unanimously **resolved** that the Owners Corporation authorises the Owners Corporation manager to obtain a professional Defects Report from an appropriately qualified service provider.*

CARRIED

6. SERVICES OF MANAGING AGENT

MOTION 6: *It was unanimously **resolved** in accordance with Section 50 of the Act that:*

- (a) Vantage Strata Pty Ltd t/as Vantage Strata ("**Agent**") be appointed as manager of Units Plan No. 16855 for a period of two years from the date of registration in accordance with the document marked **Annexure F**;
- (b) The Owners Corporation / Executive Committee delegates to the Agent all of its functions (other than those prohibited by the Act);
- (c) The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Agreement and the Act.

CARRIED

7. SERVICES OF BUILDING MANAGER

MOTION 7: *It was unanimously **resolved** in accordance with the relevant Section of the Act that:*

- (a) Vantage Strata Pty Ltd t/as Vantage Strata ("**Agent**") be appointed as building/facilities manager of Units Plan No. 16855 for a period of two years from the date of registration in accordance with the document marked **Annexure E**.

CARRIED

8. BANK ACCOUNT

MOTION 8: *It was unanimously **resolved** that the Owners Corporation open a bank account in the name of the Owners of Units Plan No. 16855 with the Macquarie Bank to be operated by Vantage Strata Pty Ltd and that Vantage Strata is authorised to open and close accounts at its discretion in the future providing that the opening and closing of such accounts is necessary for them to manage the affairs of the Owners Corporation.*

CARRIED

9. RULES

MOTION 9: *It was unanimously **resolved** that the default rules contained in the Act be adopted.*

CARRIED

10. ELECTRONIC MEETINGS

In an effort to streamline the process and reduce the associated cost for owners seeking permission from the Owners Corporation for certain matters (such as in the case of an owner seeking exclusive use of the common property), it is recommended that a process be adopted to enable on-line / digital meetings.

Attendance

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the unit owner is able to:
 - i. communicate with other participants in the meeting; and
 - ii. participate in the meeting and engage with the other participants at the meeting.

- (b) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.

- (c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

Participation

- (a) Where a unit owner participates in a general meeting of the Owners Corporation through electronic attendance the unit owner may participate in all aspects, including:
- i. participating in debate at the meeting; and
 - ii. voting on resolutions at the meeting.

Pre-Meeting Electronic Voting

- (a) Decision-making at general meetings of the Owners Corporation may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:
- i. voting by means of email submission of ballot papers;
 - ii. voting by means of accessing a website and submitting an online ballot paper;
 - iii. voting by means of utilising an electronic application and submitting a ballot paper; and
 - iv. voting by alternative electronic method as agreed by the Owners Corporation.
- (b) When providing notice of the meeting, the Owners Corporation must notify all unit owners that pre-meeting electronic voting is taking place and provide:
- i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
 - ii. the resolution to be voted on (including any explanatory material);
 - iii. instructions for completing the ballot paper and indicating the voter's choice;
 - iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
 - v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

MOTION 10: It was **resolved** by Special Resolution, that the Owners Corporation adopt the above provisions in regard to electronic meetings and voting.

CARRIED

11. COMMON SEAL

MOTION 11: It was unanimously resolved that in accordance with Section 9A (b) (ii) of the Act Vantage Strata is delegated the authority to sign and execute all notices, contracts and other documents on behalf of the Owners Corporation. Vantage Strata is further authorised to apply a digital common seal when executing documents, in the event that a seal is required.

CARRIED

12. SECTION 119 – UNIT TITLE CERTIFICATE

MOTION 12: It was unanimously resolved that Vantage Strata is delegated the function of executing the Unit Title Certificates (given under Section 119 of the Act) prepared for settlement of units by signing on behalf of the Owners Corporation and that the charge for preparing the certificate would be paid direct to Vantage Strata by the applicant.

CARRIED

13. COMMITTEE

It was noted that in accordance with the provisions of the Act the Committee will consist of all current members of the Owners Corporation for the initial period up until the First Annual General Meeting.

MOTION 13: *It was unanimously **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the second Annual General Meeting and appoint new contractors as needed, after following a competitive tender process.*

CARRIED

14. MANAGING AGENT AUTHORITIES

During the period up until the First Annual General Meeting, there may be a requirement for the provision of essential services for maintenance, or for the protection of common property and residents, such as cleaning, gardening, general building and equipment maintenance, additional waste collection, and security services and devices etc. As all current owners form the committee, it is not time feasible to seek approval from the committee and limited authority for the Manager to act is required.

MOTION 14: *It was unanimously **resolved** that the Owners Corporation authorise the Manager to arrange and pay, from the Owners Corporation funds, such services as required up until the first annual general meeting has been conducted and an appointed Executive Committee has been established.*

CARRIED

15. BUDGET

ADMINISTRATION BUDGET

MOTION 15: *It was unanimously **resolved** that the Administration Fund budget of \$784,102.12 (GST incl) for the period of 20/03/26 - 19/03/27 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 2 instalments due on 20/03/26 and 20/09/26.*

CARRIED

The Chairperson noted that administrative budget provided alongside sales contracts is an estimate of costs required to run the building, that the budget is not limited in expenditure for any one line item and that costs are flexible in their application over the course of the budget year. Should the initial envisaged scope rise above what was budgeted for any particular contract in the first year, this may increase costs applicable to that line item and require additional funds to be raised.

The Chairperson also noted that an increase in costs should be expected in the second year of the Owners Corporation existence, due to increased maintenance costs over time, moving beyond the Developer Warranty Period, and need to raise a Sinking Fund Contribution.

16. ADDRESS

The mailing address for the Owners Corporation is registered as PO Box 919, Dickson ACT 2602. It was noted that the Owners Corporation manager might change the mailing address from time to time providing that any change is registered with the Land Titles Office in accordance with the Act.

17. SPECIAL PRIVILEGE – DEVELOPER & AGENTS

MOTION 16: *It was unanimously **resolved** that pursuant to section 22 of the Act, the following special privileges would be granted:*

- (a) To Zapari Property Corinna Street Pty Ltd while is a unit owner (**Zapari**), to allow Zapari, its agents and other authorised parties (including the Developer), to erect temporary signage during business hours on the paved or landscaped common property for the purpose of selling any remaining units; and*
- (b) To Zapari Property Corinna Street Pty Ltd while is a unit owner (**Zapari**), to allow Zapari, its agents and other authorised parties (including the Developer, their builders and any subcontractors, consultants and agents) for unrestricted access to the common property for the purpose of fulfilling any builders warranty obligations.*

*Zapari must promptly repair any damage to the signage erected under (a) and promptly repair any areas of the common property that are damaged by its activities under (b).
The special privilege granted to Zapari ends on 19 June 2026.*

CARRIED

MOTION 17: *It was further unanimously **resolved** that the Manager would include in the agenda for the next general meeting of the Owners Corporation a motion, for consideration by the members of the Owners Corporation, to grant the Owner the benefit of a special privilege rule in accordance with section 112A of the Act on similar terms (but for a period of 2 years) to the special privilege granted to the Owner under Motion 16.*

CARRIED

18. FIRST ANNUAL GENERAL MEETING

It was noted that the inaugural general meeting served as the first AGM for the purposes of the Act, however a general meeting of all owners would be held within 3 months of registration of the Units Plan.

19. TEMPERING VALVES/FLOW METERS TO RESIDENTIAL APARTMENTS

MOTION 18: *It was unanimously **resolved** that the tempering valves/flow meters for each individual unit are for the exclusive use of the owners and their repair and maintenance falls under the responsibility of each individual owner of that unit.*

CARRIED

20. COMMERCIAL FIT-OUT APPROVALS

MOTION 19: *It was unanimously **resolved** that the Owners Corporation permits the commercial units to carry out any structural erection or alternation to their unit providing that;*

- (a) the erection or alteration is within the boundary of the unit or, if outside the boundary of the unit, is necessary for the unit to be used for its proper purpose and is in accordance with the provisions of any law in force in the territory applicable in the circumstances.
- (b) any works undertaken in accordance with this resolution shall be subject to compliance with the "Fit- Out Consent Guidelines" (as amended by the Owners Corporation from time to time) in accordance with the document marked **Annexure A**. Any fit-out works cannot commence without prior written commencement approval by the Certifier appointed on behalf of the Owners Corporation and that the Owners Corporation appoint Steve Watson and Partners Pty Ltd as the certifier for any commercial unit fit-out works that are required.
- (c) any works undertaken in accordance with this resolution shall be subject to:
 - A certificate of currency for construction risks (noting the interests of the Owners Corporation) being provided prior to any works commencing; and
 - A copy of the certificate of occupancy relating to the works

*It was further unanimously **resolved** that the Manager is authorised to affix the common seal of the Owners Corporation to any development and building applications for commercial units that are made in accordance with this resolution. In addition, the Manager is authorised*

to approve commencement of fitout construction works upon receiving approval from the certifier that the applicant's fitout is fully compliant.

Secretarial Note: It is noted that upon election of an Executive Committee at the First Annual General Meeting, the Executive Committee is not required to grant final approval but will be kept informed as to the progress of commercial fitouts following the above process.

CARRIED

21. COMMERCIAL UNITS – GREASE TRAPS

MOTION 20: *It was unanimously **resolved** that the commercial unit owners that utilise the grease trap are responsible for ongoing maintenance and service costs associated with the grease trap. Grease trap maintenance must be conducted in accordance with the requirements of the regulatory body, being Icon Water.*

Commercial unit operators must provide the receipts associated with maintenance costs to the Owners Corporation, ensuring cleaning is conducted at least every 13 weeks or sooner if required by Icon Water.

CARRIED

22. COMMERCIAL UNITS – WASTE

MOTION 21: *It was unanimously resolved that all waste generated by the commercial units is the responsibility of the individual commercial units, including any costs for waste collection, and commercial waste room and hopper hygiene. The waste rooms must be kept clean, ensuring that no waste materials are left outside of any commercial waste receptacles or on common property and that there are no spills or odours left unaddressed at any time.*

CARRIED

23. PARCEL LOCKERS

MOTION 22: *It was unanimously resolved that the Owners Corporation agrees to enter into a Delivery Services Agreement with Taylr Services for the provision of commercial delivery and collection services for residents at UP 16855, and further that Vantage Strata is authorised to execute the agreement attached in accordance with the document tabled at the meeting marked **Annexure B**.*

CARRIED

Secretarial Note: For the purpose of disclosure, it is noted that Taylr Services shares common stakeholders with Vantage Strata. Both businesses operate independently from the other.

24. COMMON AREA FURNITURE RENTAL

MOTION 23: *It was unanimously resolved* that the Owners Corporation agrees to enter into a Rental Agreement with KM Interiors for the provision of common area furniture styling at UP 16855, and further that Vantage Strata is authorised to execute the agreement attached in accordance with the document tabled at the meeting marked **Annexure C**.

CARRIED

25. CENTRALISED ENERGY SERVICES – ELECTRICITY EMBEDDED NETWORK INCLUDING METERING, BULK HOT WATER, GAS & EV CHARGING

It is noted that Origin Energy Electricity Limited ABN 33 071 052 287 (Origin) owns the Centralised Energy Equipment in the building.

MOTION 24: *It was unanimously resolved that:*

- (a) *the Owners Corporation enter into the Assignment and Assumption Agreement with Origin*
- (b) *all of the terms of the Master Agreement and Supply Orders for Metering Equipment, Bulk Hot Water, Natural Gas and EV Charging be ratified, accepted and approved and*
- (c) *the Manager be authorised to affix the seal of the Owners Corporation to the Assignment and Assumption Agreement with Origin.*

CARRIED

26. TELECOMMUNICATIONS SERVICES AND NETWORK

Document tabled

Broadband Agreement (Agreement) (undated) between Corinna Street Developments RR Pty Ltd and Lynham Networks Pty Ltd ACN 602 258 337 (Lightning) regarding The Shard – Blocks 4, 5 & 7 Section 12, Phillip ACT.

Noted

It was noted that:

(a) By virtue of clause 10 of the Agreement, Lightning offers for the Owners Corporation of Units Plan 16855 to become a party to the Agreement for certain purposes stated in the Agreement.

(b) By virtue of clause 10 of the Agreement, the Owners Corporation of Units Plan 16855 can accept that offer by passing the proposed resolution.

(c) By virtue of clause 10(g) of the Agreement, Lightning may suspend performance of its obligations if the Owners Corporation of Units Plan 16855 fails to pass the proposed resolution.

MOTION 25: In consideration of Lynham Networks Pty Ltd ACN 602 258 337 not suspending performance of its obligations pursuant to clause 10(g) of the Agreement, the Owners Corporation of Units Plan 16855 accepts Lynham Network's offer in clause 10 of the Agreement tabled at the meeting and marked **Annexure D** and unanimously resolves to enter into to the Agreement with Lightning.

CARRIED

27. CLOSURE

There being no further business the meeting was closed at **6:00 p.m.**

Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006166365
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	13/03/2026 to 13/03/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16855
Situation	1 BREWER STREET PHILLIP ACT 2606

Cover Selected

Sum Insured

Section 1	Insured Property	
	Building	\$150,000,000
	Common Area Contents	\$1,500,000
	Loss of Rent & Temporary Accommodation (total payable)	\$22,500,000
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$5,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000

insured event	Benefit
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected

Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

23/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples—permission not unreasonably withheld

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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

TENANCY FITOUT CONSTRUCTION APPROVALS PACK

Unit number

This information pack has been created to ensure that any required Fitouts can be conducted efficiently, quickly and that the Owners Corporation's services and assets are protected.

Contents

IMPORTANT NOTES:	1
Documents for completion and return:	2
Site Specific Conditions:	2
Execution and Acceptance	2

IMPORTANT NOTES:

- ***The Owners Corporation will appoint a suitably qualified person or company to conduct a review of all applications, plans, certificates, approvals and works and this entity will provide the Owners Corporation with the advice to issue the Commencement of Works and Applications for Certificates of Occupancy and Use. This appointment will be a cost borne by the applicant or owner of the unit (as agreed between those parties with the correct authority to act being provided). This person or company may be qualified to act as the Certifier for these works and the applicants should consider the need for appointing a separate Certifier for these works. The appointment form is attached.***
- Each tenancy is subject to the uses designated for that tenancy under the current DA Approval for the building. Your proposed use must be consistent with this specified use, or a Development Approval must be sought.
- No works may commence without an approval issued by the Owners Corporation in the form of a Building Commencement Notice (BCN).
- You are required to appoint an ACT Licenced Builder to undertake the works and provide the details in the "Appointment of Builder & Application for Commencement Notice" (attached).

Concrete Coring

- If concrete slab penetrations are required for any reason, a suitably qualified person must be engaged to scan for post-tensioning/reinforcement prior to permission being requested. The scanning report must be provided. All subsequent core samples must be retained and photos taken for further review. Further, an inspection (with a minimum of 2 working days' notice) of the areas to be accessed via these core holes (basement parking etc) must be undertaken with the Owners Corporation managing agent representative with accurate information of the position of these outlet holes prior to any works being undertaken, this to enable consultation with any affected persons.
- The appropriate sealing of any penetrations must be achieved for water tightness and fire rating.

Fire Safety Equipment and Services

- No works requiring the suspension of any Fire Monitoring may commence without approval being provided by the Owners Corporation on each occasion with a minimum of 2 working days notice. It is a requirement that any works in regards to fire equipment and services be conducted by the currently appointed fire services contractors.

The appointed Fire service provider is

- Upon receipt of the detailed plans and the duly completed forms, Vantage Strata will present these items to the person/company appointed for review.

The appointed person/company is

Documents for completion and return:

1. Appointment of Builder & Application for Commencement Notice
2. Appointment of a Certifier Application
3. Authorised Person Form

Please also provide a full set of plans detailing the proposed works.

Please reference the following link for more information.

<https://accesscanberra.custhelp.com/ci/fattach/get/104238/1474349615/redirect/1/session/L2F2LzEvdGltZS8xNjI4NDc0ODQ2L2dlbi8xNjI4NDc0ODQ2L3NpZC9mVWpMSjVvYyQUhpVXhfU nJNOEijODITa0pqdEZSb1FCeDIGa0t4YXpkVVZRMjUwR2ZoZTFyaktY2FKNFVvMThrczRY bDJSVExUeldNaVpgZGVBazR2T1J5ZlJqS3BCJTdFU nNPYWpPek1QQTNxJTdFWnJSRHFh TzFjcnBnJTlxJTlx/filename/Certifier+note+1302+- +Minimum+documentation+requirements+for+building+approval+lodgement+class+1.pdf>

Site Specific Conditions:

1. All works must be carried out in accordance with any applicable laws, regulations and standards.
2. The Owners Corporation must be advised of any variations to the works and provide approval for these variations prior to commencement.
3. Works must be performed by an appropriately licenced and qualified Builder, Plumber, Electrician or relevant tradesperson.
4. Access to common property will only be provided between the hours of 7.30am – 5.30pm on an “as required” basis and all works must be only carried out in accordance with the guidelines set out in the Environmental Protection Act and Regulations.
5. Building materials and equipment must not be stored on common property for any length of time.
6. Arrangements for waste/excess material removal must be provided by the builder and no waste/excess material may be placed in any residential waste bins or otherwise left on common property.
7. All works are to be carried out with due regard to the quiet enjoyment of all other residents in the building or surrounding buildings.
8. Where cable installation is undertaken, existing cable trays where practicable shall be utilised or cable shall be fixed in such a manner as to not rest on ceiling grid, ceiling tiles etc or interfere with other services located in the ceiling space. If cabling is to be passed up through the existing data cable cupboards fire rating is to be maintained by installation of approved fire rating material in the penetrations.
9. Prior to commencement of any work on the site the contractor(s) should be made aware of the obligations under the ACT Government Occupational Health and Safety ACT 1989 eg. to provide Material Safety Data Sheets (MSDS) for any known chemical they will use as part of the work.
10. The Builders Insurance must indemnify the Owners Corporation against any damage or liability, both for persons or property, during or as a result of the works undertaken.

Execution and Acceptance

I have read and understand the terms and conditions outlined in this document.

Signature

Name

I have provided a full set of plans

Tenant Authority Form

I have provided the Appointment forms for the Builder and Certifier



APPOINTMENT OF A CERTIFIER APPLICATION FOR BUILDING APPROVAL

Building Act 2004, S151

This form is to be completed by the Owner/s of the land to which the building work relates.

PART A PROJECT DETAILS

Block Section Suburb Unit No.

Street Address

Description of Building Works relevant to this application-*if more than 4 items please attach further details*

Describe each item of building work in this building approval	BCA Occupancy Class	BCA Construction Type	Area (m ²)	Number of Storeys	Cost of Works (refer to building cost)
1					
2					
3					
4					

Applicable approved requirements and reasons why building approval is not prevented from being issued

Is all work exempt from development approval?

- YES Attach assessment for exempt development checklist (if applicable)
- NO Provide reason/s or description of work: _____

Description of Attachments compliant with Division 3.3 Building Act 2004 Please attach any additional documentation not listed below

- Building Approval Plans
- Referrals, consultations & consents outcomes
- Asbestos Advice - If documents accompanying building approval do not include an asbestos assessment report as per the Building Act 2004, the building approval must have an AA attached as per the Act

PART B OWNER'S DETAILS – Please Print

All owners must be listed

Owner 1 will be considered the contact person in relation to this application

Company Details

ACN/ABN Number

Owner 1 _____ Owner 2 _____

Owner 3 _____ Owner 4 _____

Approved form AF2016-85 approved by David Middlemiss, Construction Occupations Deputy Registrar on 10 August 2016 under section 151 of the Building Act 2004 and revokes AF2016-80.

PART B continued**OWNER/S DETAILS – Please Print**

Postal Address

Suburb

State

Postcode

Phone Number Business Hours

Mobile

EMAIL ADDRESS

PART C**APPOINTMENT OF CERTIFIER**

As required under the Building ACT 2004 I/we hereby advise that I/we the owner/s have appointed the person whose details appear below as the certifier in relation to the building works described in this form

Company Details

Name of Certifier

ABN/
ACN

Postal Address

Suburb

State

Postcode

Phone Number Business
Hours

Mobile

EMAIL ADDRESS

PART D**APPLICATION FOR BUILDING APPROVAL**

I/we the Owner/s of the abovementioned property hereby apply under Section 26 of the *Building Act 2004* to the certifier named above to issue a building approval for the building work described in this form. I/we have provided the certifier with information and documentation required to issue a building approval as specified in the *Building (General) Regulation 2008*.

PART E**AUTHORITY TO ACCESS BUILDING FILE**

I/we hereby authorise the certifier to access the building file for the property which is the subject of this application for the purposes of obtaining information relevant to the issuing of a building approval and associated processes.

PART F**OWNER/S SIGNATURE/S**

1st Owner's Signature

Date

2nd Owner's Signature

Date

3rd Owner's Signature

Date

4th Owner's Signature

Date

NOTE: There are penalties for deliberately giving false and misleading information. The Planning and Land Authority or Minister may revoke an approval if satisfied that the approval was obtained by fraud or misrepresentation.

Approved form AF2016-85 approved by David Middlemiss, Construction Occupations Deputy Registrar on 10 August 2016 under section 151 of the *Building Act 2004* and revokes AF2016-80.

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

Where relevant the following information **MUST** be included in either the application or the plans accompanying the application for building approval:

General Requirements

- ▶ Estimated Cost of Works –as per *Building (General) (Cost of Building Work) Determination 2015*
- ▶ if the proposed building work to be carried out at or near a street or place that is open to or used by the public the application must contain details of the precautions proposed to be taken to protect the safety of people using the street or place while the building work is carried out
- ▶ the area of the parcel of land to which this application relates
- ▶ the class of the building according to the intended use of the building as proposed to be erected or altered;
- ▶ if applicable what fire-resisting construction type (under the building code) the building as proposed to be erected or altered will be
Note: Fire-resisting construction type may not be applicable if an alternative solution under the building code is used
- ▶ for an application relating to the erection of a class 1 building the site classification of the parcel of land
- ▶ for an application relating to the alteration of a class 1 building if the alteration will increase the building load carried by foundation material beyond the building load carried by the foundation before the alteration
- ▶ the site classification of the parcel of land
- ▶ for an application relating to the alteration of a building the class and type of fire-resisting construction of the existing building classified under the building code and the materials used in the existing building
Note Fire-resisting construction type may not be applicable if an alternative solution under the building code is used
- ▶ the number of storey's of the building as proposed to be erected or altered;
- ▶ the number of new dwellings (if any) created by the proposed building work;
- ▶ the floor area of the proposed building or proposed new part of the building;
- ▶ the materials to be used in the frame, floor, walls and roof of the proposed building or proposed new part of the building
- ▶ if a performance requirement of the building code is to be complied with by use of an alternative solution under the code -
 - (i) the performance requirement; and
 - (ii) the alternative solution; and
 - (iii) each assessment method used to show that the alternative solution complies with the performance requirement;
- ▶ if the building code does not state a standard of work in relation to any part of the proposed building work and it is intended to carry out that part of the proposed building work in accordance with a standard of work stated in another document -
 - (i) the nature of the proposed building work; and
 - (ii) the title of the document; and
 - (iii) each assessment method used to show that the proposed building work complies with the standard of work stated in the document.

Removal or demolition of building/s

- ▶ Details of the methods to be used in carrying out the proposed building work, including a work plan stated or set out in AS 2601 (Demolition of structures), as in force from time to time;
- ▶ the number of dwellings (if any) to be demolished.

Asbestos

- ▶ The application must include a description of the method proposed to be used to remove the bonded asbestos sheeting from the building
- ▶ the application must include the following information:
 - (i) the method proposed to be used to remove the asbestos;
 - (ii) the approximate amount and kind of asbestos to be removed;
 - (iii) the equipment proposed to be used to remove the asbestos, including any personal protective equipment;
 - (iv) details of a program, prepared in accordance with the asbestos removal code, for monitoring airborne asbestos to be followed during the removal.

Privacy Notice

The personal information on this form is provided to Access Canberra to enable the processing of your application. The collection of personal information is authorised by the *Building Act 2004*. If all or some of the personal information is not collected Access Canberra cannot process your application. The personal information you provide may be disclosed to Australian Bureau of Statistics, ACT Revenue Office and the Taxation Office. The information may also be disclosed where authorised by law or court order, or where the Directorate reasonably believes that the use or disclosure of the information is reasonably necessary for enforcement-related activities conducted by, or on behalf of, an enforcement body. Access Canberra's Information Privacy Policy contains information about how you may access or seek to correct your personal information held by Access Canberra, and how you may complain about an alleged breach of the Territory Privacy Principles. Access Canberra Information Privacy Policy can be found at www.act.gov.au/accessCBR

CONTACT INFORMATION

Email:
ACTPLAdevelopmentBA@act.gov.au

Post:
Access Canberra
Building Services
Shopfront Mitchell
GPO Box 158
Canberra, ACT 2601

In Person:
Please visit
www.act.gov.au/accessCBR
Or call **132281** to find an
Access Canberra Shopfront.





**APPOINTMENT OF BUILDER &
APPLICATION FOR
COMMENCEMENT NOTICE**

Building Act 2004, S151

In completing this form the owner is authorising the builder nominated below to apply to the appointed certifier to issue a Commencement Notice for the works detailed in this application form.

PART A PROJECT DETAILS

Block Section Suburb Unit No.

Street Address

Certifier Name

Description of Building Works relevant to this application-*if more than 6 items please attach further details*

1
2
3
4

PART B OWNER DETAILS – Please Print

All owners must be listed

Owner 1 will be considered the contact person in relation to this application

Company Details

Owner 1 _____ Owner 2 _____

Owner 3 _____ Owner 4 _____

Postal Address

Suburb State Postcode

Phone Number Business Hours Mobile

EMAIL ADDRESS

Approved form AF2016-79 approved by David Middlemiss, Construction Occupations Deputy Registrar on 02 August 2016 under section 151 of the *Building Act 2004*. This form repeals AF2014-72

Authorised by the ACT Parliamentary Counsel—also accessible at www.legislation.act.gov.au

PART C APPOINTMENT OF BUILDER

I/we the owner/s have appointed the person whose details appear below as the builder in relation to the building works described in this form

Licence Holders Name as it appears on licence card

Licence Number Class Expiry Date

List any conditions or endorsements on licence

EMAIL ADDRESS

PART D NOMINEE'S DETAILS
If the builder is a company or partnership provide details of the Nominee who will supervise the building

Nominee's Name

Licence Number Class Expiry Date

Signature of Nominee Date

PART E OWNER SIGNATURE/S-- all owners must sign this form

Owner 1 _____ Signature _____ DATE: _____

Owner 2 _____ Signature _____ DATE: _____

Owner 3 _____ Signature _____ DATE: _____

Owner 4 _____ Signature _____ DATE: _____

PART F BUILDER APPLICATION TO CERTIFIER FOR COMMENCEMENT NOTICE

I hereby apply to the building certifier listed above for a commencement notice for the works detailed in Part A of this form in accordance with the Building Act 2004.

- A site sign was not required to be displayed prior to making this application.
- A site sign was required to be displayed prior to making this application and I declare that a compliant sign was erected and displayed for the required period.

Signature of Builder Date

NOTE: There are penalties for deliberately giving false and misleading information. The Planning and Land Authority or Minister may revoke an approval if satisfied that the approval was obtained by fraud or misrepresentation.

PART G INSURANCE OR FIDELITY CERTIFICATE

For residential building work please provide details of insurance where applicable

Insurance Provider Policy No. Date Issued

PLEASE NOTE:

- ▶ A copy of this notice and where applicable the residential building insurance policy or fidelity certificate must be given to the Construction Occupations Registrar within one (1) week of the issue date.
- ▶ A copy of the Commencement Notice must also be provided to the owner/s.

Privacy Notice

The personal information on this form is provided to Access Canberra to enable the processing of your application. The collection of personal information is authorised by the *Building Act 2004*. If all or some of the personal information is not collected Access Canberra cannot process your application. The personal information you provide may be disclosed to Australian Bureau of Statistics, ACT Revenue Office and the Taxation Office. The information may also be disclosed where authorised by law or court order, or where the Directorate reasonably believes that the use or disclosure of the information is reasonably necessary for enforcement-related activities conducted by, or on behalf of, an enforcement body. Access Canberra's Information Privacy Policy contains information about how you may access or seek to correct your personal information held by Access Canberra, and how you may complain about an alleged breach of the Territory Privacy Principles. Access Canberra Information Privacy Policy can be found at www.act.gov.au/accessCBR

CONTACT INFORMATION

Email:

ACTPLAdevelopmentBA@act.gov.au

Post:

Access Canberra
Building Services
Shopfront Mitchell
GPO Box 158
Canberra, ACT 2601

In Person:

Please visit
www.act.gov.au/accessCBR
Or call **132281** to find an
Access Canberra Shopfront.

OWNER CONSENT FORM IN RELATION TO AN APPLICATION FOR FIT OUT COMMERCIAL TENANCY

I/We are the owner/s of the property below

Unit		Block		Section	
Full Property Address				Postcode	

I/We, being the owner of the above subject unit, consent to the fit out proposed by

Tenant Name

Business Name

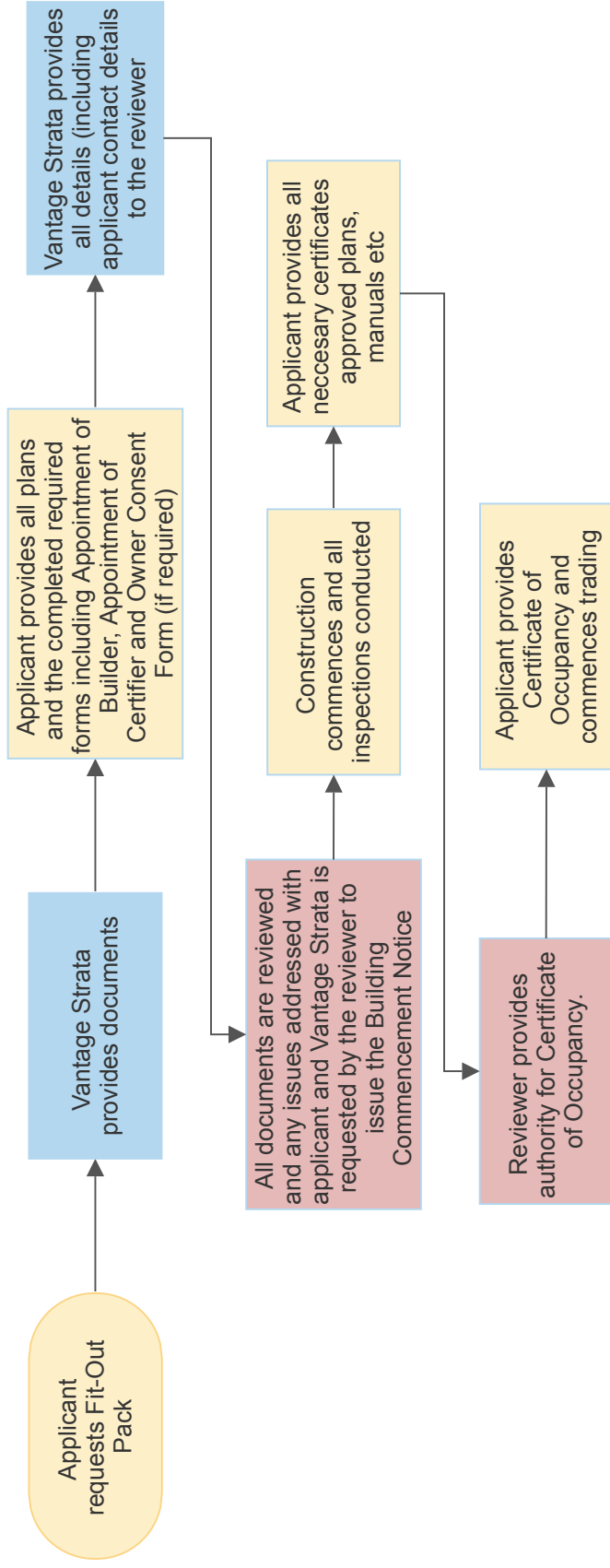
Email Address

Contact Number

"I declare that I have the authority to sign this form as the Owner of the subject property or that I have the written authority to act as the Agent of the Owner/s".

Date:

Construction (Fitout) Flowchart



Annexure B

Taylr Platform Licence

The party referred to in Item 1 of the Reference Schedule
Principal

Taylr Services Pty Limited
Service Provider

Clayton Utz
Level 10, NewActon Nishi
2 Phillip Law Street
Canberra ACT 2601
GPO Box 9806
Canberra ACT 2601
Tel +61 2 6279 4000
Fax +61 2 6279 4099
www.claytonutz.com

Our reference 216/81011163

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Taylr Platform Licence

Date	The date referred to in Item 2 of the Reference Schedule
Parties	The party referred to in Item 1 of the Reference Schedule (Principal) Taylr Services Pty Limited ACN 643 230 817 of 90/43 Constitution Ave, Reid ACT 2612 (Service Provider)

Background

- A. The Principal is the registered owner of the Premises.
- B. The Service Provider owns the Taylr Platform.
- C. The Service Provider has agreed to licence the Taylr Platform to the Principal and will customise the layout of the Taylr Platform for the Principal. The Service Provider will use the Taylr Platform to offer the provision of Additional Services to Unit Owners, Occupiers and Users.
- D. The Principal will also engage the Service Provider to provide the Principal Services on the terms and conditions set out in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Additional Services means services (other than the Principal Services) that may be offered or provided from time to time by the Service Provider to Unit Owners, Occupiers and Users.

Authorised Person means the persons specified in Item 12.

Building means the building constructed on the Land.

Building Manager means the building manager, if any, appointed by the Principal for the Building.

Business Day means a day which is not a Saturday or Sunday or a public holiday in Canberra.

Commencement Date means the date in Item 2.

Concierge Equipment means all equipment provided by the Service Provider to facilitate the provision of the Concierge Services (which, for clarity, does not include the items to be provided by the Principal in accordance with clause 10(b)), including but not limited to a telephone, computer equipment and loose furniture.

Concierge Hours means the hours specified in Item 11.

Concierge Services means, if Item 9 states that the Concierge Services are applicable, the provision of a concierge to the Premises who will undertake the activities selected in Schedule 1.

Concierge Services Fee means the value specified in Item 9.

Contractors means the contractors (if any) engaged to undertake part or all of the Principal Services.

Deed means this document including the schedules to this document.

Equipment means the Concierge Equipment, the Locker Equipment and the Linen Bin (as applicable).

Establishment Fee means the fee specified in Item 6.

Executive Committee means the executive committee of the Principal as established under the *Unit Titles (Management) Act 2011 (ACT)*.

Fees means the Taylr Platform Licence Fee, Locker Services Fee, Concierge Services Fee and Linen Bin Services Fee (as applicable) and, for clarity, does not include the Establishment Fee.

Infrastructure Requirements means the requirements selected by the Principal in Schedule 2.

Item means the corresponding item in the Reference Schedule.

Land means the land identified in Item 3.

Linen Bin means a linen bin for the provision of a linen and laundry service to Unit Owners, Occupiers and Users.

Linen Bin Services means, if Item 10 states that the Linen Bin Services are applicable, the installation, operation and maintenance of the Linen Bin.

Linen Bin Services Fee means the value specified in Item 10.

Locker Equipment means any equipment necessary for the provision of the Locker Services located on the Premises including lockers for the collection and delivery of goods and services (which will be in accordance with the specifications outlined in Item 8).

Locker Services means, if Item 8 states that the Locker Services are applicable, the installation, operation and maintenance of lockers for the collection and delivery of goods and services.

Locker Services Fee means the value specified in Item 8.

Operator means any person who performs part or all of the Owner Services, including an employee of a Contractor, an employee of the Service Provider, a subcontractor of a Contractor and an employee of that subcontractor.

Party means a party to this Deed.

Premises means part of the common property of the Building.

Principal Services means the Concierge Services, Locker Services and Linen Bin Services (as applicable).

Privacy Act means *Privacy Act 1988 (Cth)*.

Recipient means a Party who provides or is liable to provide consideration under this Deed for a supply.

Reference Schedule means the schedule of that name annexed to this Deed.

Supplier means a Party who makes a supply whether as agent or otherwise, and unless the context indicates a contrary intention:

- (a) a reference to a supply is to a supply under or in connection with this Deed;
- (b) a reference to GST payable by a Supplier includes any GST payable by the representative member of any GST group of which the Supplier is a member; and
- (c) words and phrases used that are also used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

Taylr Platform means the online platform owned by the Service Provider and used by the Service Provider to offer the provision of services to Unit Owners, Occupiers and Users.

Taylr Platform Licence Fee means the value specified in Item 7.

Term means the term specified in Item 5.

Third Party Fees has the meaning given in clause 8.1(d).

Unit has the meaning given in the *Unit Titles Act 2001* (ACT) and, for the avoidance of doubt, includes unit subsidiaries (as that term is defined in the *Unit Titles Act 2001* (ACT)).

Unit Information means the information set out in Schedule 3.

Unit Owners, Occupiers and Users means a unit owner (as defined in the *Unit Titles Act 2001* (ACT)) of a unit of the Units Plan, including an owner, occupier or user (as that phrase is defined in the *Unit Titles (Management) Regulation 2011* (ACT)) and also includes property managers.

Units Plan means the units plan identified in Item 4.

1.2 Interpretation

In this Deed:

- (a) a reference to an Item means a reference to the corresponding Item in the Reference Schedule;
- (b) headings and subclause headings are not part of this Deed and do not affect interpretation of it;
- (c) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (d) words of inclusion are not words of limitation;
- (e) words importing a gender include every gender;
- (f) a reference to a natural person includes the heirs, administrators and assigns of that person;
- (g) a reference to a body corporate includes the successors (including any successors created by statute) and assigns of that body corporate;
- (h) a reference to 2 or more persons is a reference to them jointly and severally and an agreement on the part of 2 or more persons binds them jointly and severally;

- (i) a reference to a statute includes all amendments for the time being in force and any other statute enacted in substitution therefor and all regulations, proclamations, ordinances and by-laws for the time being under that statute and any notice, demand, order, direction, requirement or obligation under or pursuant to that statute or those regulations, proclamations, ordinances and bylaws;
- (j) where the consent or approval of a Party is required to any act, manner or thing, that consent or approval must be in writing;
- (k) a reference to a clause, part or schedule is a reference to a clause, part or schedule of this Deed; and
- (l) any reference to a sum of money is a reference to Australian dollars and any obligation to pay money is an obligation to pay in Australian dollars.

2. Disclosure

The Parties acknowledge that the Service Provider is a related party of Vantage Strata Pty Ltd ACN 602 359 482.

3. Scope of this Deed

- (a) The Parties agree and acknowledge that the objective of this Deed is to document the Parties':
 - (i) roles;
 - (ii) rights; and
 - (iii) obligations,so far as those roles, rights, and obligations relate to the:
 - (iv) Service Provider's licence of the Taylr Platform to the Principal; and
 - (v) provision and management of the Principal Services by the Service Provider on behalf of the Principal.
- (b) The Parties agree that this Deed is a service contract for the purposes of the *Unit Titles (Management) Act 2011* (ACT).

4. Grant of licence for Taylr Platform

4.1 Grant of licence

- (a) The Service Provider agrees to:
 - (i) grant a licence to the Principal to use the Taylr Platform for the Term; and
 - (ii) customise the layout of the Taylr Platform for the Principal.
- (b) The Principal agrees:
 - (i) that the Service Provider can offer the Additional Services through the Taylr Platform to Unit Owners, Occupiers and Users;

- (ii) that the Service Provider will update and revise the Taylr Platform, and the Additional Services offered to Unit Owners, Occupiers and Users, from time to time and such updates and revisions will not have an adverse impact on the Principal.

4.2 Provision of Unit Information

- (a) The Principal acknowledges that the Service Provider requires the Unit Information in order to customise the Taylr Platform for the Principal and set up the Additional Services that will be offered through the Taylr Platform.
- (b) The Principal agrees to provide the Service Provider with:
 - (i) the Unit Information within 10 Business Days of the Commencement Date;
 - (ii) any other information reasonably requested by the Service Provider:
 - A. in relation to the Units such as appliance details (including appliance type, brand, model, serial number and warranty term); or
 - B. in relation to the Building such as the imbedded energy and internet providers, information relating to the hot water system and wall stud material and depth,

within 10 Business Days of the request for that information by the Service Provider.

4.3 Signage

The Service Provider is entitled during the Term to install reasonable signage in the Premises in locations reasonable to the Owner to advise the availability of the Taylr Platform and the Additional Services to Unit Owners, Occupiers and Users.

4.4 Intellectual Property

The Parties acknowledge that the Service Provider owns all intellectual property rights in the Taylr Platform.

4.5 Communication with Unit Owners

The Principal must:

- (a) advise Unit Owners, Occupiers, and Users of entry into this Deed and the availability of the Taylr Platform and Additional Services;
- (b) provide, or give authority for the Service Provider to engage with the strata manager to obtain contact details held by the Principal for Unit Owners, Occupiers, and Users;
- (c) ensure, or give authority for the Service Provider to engage with the strata manager to ensure that any changes in the Unit Owners, Occupiers, and Users, including changes in the contract details previously provided to the Service Provider, are provided as soon as reasonably practicable after becoming aware of or being otherwise notified of that change;
- (d) when notified by the Service Provider of any updates or revisions to the Taylr Platform or Additional Services, advise, or give authority for the strata manager to advise Unit Owners, Occupiers, and Users of such updates or revisions; and

- (e) advise, or give authority for the strata manager to advise Unit Owners, Occupiers, and Users of the availability of the Taylr Platform and Additional Services at events organised by the Principal and at each annual general meeting.

4.6 Privacy

The Service Provider must comply with the Privacy Act in relation to the receipt, collection and use of personal information (as defined in the Privacy Act) of Unit Owners, Occupiers and Users through the Taylr Platform.

5. Grant of licence to provide Principal Services

5.1 Grant of licence

The Principal grants to the Service Provider an exclusive licence to provide the Principal Services for the Term in accordance with this Deed.

5.2 Ability to engage Contractors

The Service Provider may engage Contractors to undertake some or all of the Principal Services.

6. Condition Precedent

- (a) The Parties agree and acknowledge that the provision of the Lockers Services and Linen Bin Services is conditional upon the Principal, at its own cost, providing the Infrastructure Requirements to the satisfaction of the Service Provider (**Condition Precedent**).
- (b) For clarity, the Principal acknowledges that it must pay the Locker Services Fee and Linen Bin Services Fee regardless of whether the Condition Precedent has yet been satisfied.

7. Building Manager

The Principal agrees that the Building Manager, if one has been appointed, will provide any assistance reasonably requested by the Service Provider in relation to the Principal Services and Additional Services, including:

- (a) notifying the Service Provider of:
 - (i) couriers incorrectly using the Locker Equipment;
 - (ii) parcels that have been incorrectly placed outside of the Locker Equipment and collecting such parcels; and
 - (iii) laundry or linen that has been incorrectly placed outside of the Linen Bin and collecting such laundry or linen;
- (b) assisting with investigations of missing parcels and missing laundry and linen, including providing CCTV footage;
- (c) placing items in lockers for Unit Owners, Occupiers and Users; and
- (d) daily collection and storage of items placed in the Locker Equipment by Unit Owners, Occupiers and Users.

8. Locker Services

8.1 Method of provision of Locker Services

In providing the Locker Services:

- (a) the Parties will agree where the Locker Equipment may be installed on the Premises (where such location must be in accordance with clause 12.1 and otherwise acceptable to the Service Provider);
- (b) the end users of the Locker Equipment will be the Unit Owners, Occupiers and Users who may also authorise third party goods and services providers to collect and deliver items from the Locker Equipment on their behalf;
- (c) the Service Provider will utilise the Taylr Platform in order for the Unit Owners, Occupiers and Users to be able to use and access the Locker Equipment;
- (d) the Service Provider may, in its absolute discretion, enter into agreements with third parties in relation to any aspect of the Locker Services and the delivery of goods to any Locker Equipment by any third parties for collection by the Unit Owners, and obtain payment from those third parties (the **Third Party Fees**); and
- (e) any Third Party Fees paid to the Service Provider will remain the sole property of the Service Provider and the Principal will have no claim to any Third Party Fees.

9. Linen Bin Services

9.1 Linen Bin Services

- (a) The Principal acknowledges that, where the Linen Bin Services are provided, the Linen Bin will be connected to the Locker Equipment and, as a consequence, the Linen Bin Services will be provided in connection with the Locker Services,
- (b) In providing the Linen Bin Services:
 - (i) the Parties will agree where the Linen Bin may be installed on the Premises (where such location must allow the Linen Bin to be connected to the Locker Equipment and otherwise acceptable to the Service Provider); and
 - (ii) the Service Provider will utilise the Taylr Platform in order for the Unit Owners, Occupiers and Users to be able to access and use the Linen Bin.

9.2 Linen and Laundry Collection Service

- (a) This clause 9.2 only applies if Item 10 states that the Linen Bin Services are not applicable.
- (b) The Service Provider will be entitled to provide a linen and laundry collection service (**Linen and Laundry Collection Service**) to those Unit Owners, Occupiers and Users who request the provision of the Linen and Laundry Collection Service through the Taylr Platform.
- (c) The Principal must allow Unit Owners, Occupiers and Users to leave linen and / or laundry on the doors of their Units for the Service Provider to collect for the purposes of providing the Linen and Laundry Collection Service.

10. Concierge Services

- (a) The Service Provider must provide the Concierge Services:
 - (i) selected by the Principal in Schedule 1; and
 - (ii) during the Concierge Hours.
- (b) The Principal agrees that it will provide:
 - (i) a desk for the concierge in the Premises that will be used in the provision of the Concierge Services;
 - (ii) a secure storage area for the storage of parcels collected by the concierge; and
 - (iii) a safe for the storage of keys and other valuable items by the concierge.
- (c) The Service Provider is entitled during the Term to install reasonable signage in the Premises in locations reasonable to the Principal to advise the availability of the Concierge Services in the Building.

11. Performance of the Principal Services

11.1 Service Provider's rights

The Service Provider is entitled during the Term:

- (a) to have access to and use of the Premises;
- (b) to conduct the Principal Services on the Premises; and
- (c) to install any Equipment.

11.2 Service Provider's obligations

The Service Provider, at its own cost, must during the Term:

- (a) provide and install the Equipment in the Premises;
- (b) maintain the Equipment in good and safe working condition; and
- (c) in the course of providing the Principal Services, ensure that Unit Owners, Occupiers and Users continue to have suitable access to their Units.

11.3 Ownership of Equipment

The Parties acknowledge that the Equipment will remain the sole property of the Service Provider and will not, for any reason whatsoever, form the property of the Principal or any other third party.

12. Access to Premises

12.1 Principal to provide access

- (a) The Principal will ensure that access to the Premises is available to the Service Provider and any Operators in such manner as reasonably required to allow the Principal Services and Additional Services to be provided, including the provision of

utilities and facilities noted in clause 12.1(b) at the Principal's cost (including consumption costs) which are reasonably necessary for the proper operation of the Equipment to the satisfaction of the Service Provider.

- (b) For the avoidance of doubt, and without limiting clauses 6 and 12.1(a), the Principal is responsible, at its cost, for:
 - (i) the supply of electricity, internet and other telecommunications connections which are reasonably necessary for the proper operation of the Equipment; and
 - (ii) ensuring that the Premises allows for the Service Provider to establish Bluetooth connections for the Locker Equipment and any security doors required to be accessed for deliveries.

12.2 Conditions of access

In providing the Principal Services and Additional Services, the Service Provider must:

- (a) provide all things and take all measures reasonably necessary to protect people and property within the Premises; and
- (b) take all steps necessary to prevent nuisance, unreasonable noise and disturbance arising out of the Premises to Unit Owners, Occupiers and Users.

12.3 Storage Area

The Principal acknowledges that the provision of storage space for use by the Service Provider will facilitate the provision of the Principal Services and Additional Services. The Principal therefore agrees to allow the Service Provider use of any unutilised storage space (or common area that could be used for storage space) for the storage of items related to the provision of the Principal Services and the Additional Services.

13. Licence Fee

13.1 Establishment Fee

If Item 6 states that the Taylr Establishment Fee is applicable, the Principal must pay the Establishment Fee to the Service Provider as specified in Item 6.

13.2 Taylr Platform Licence Fee

If Item 7 states that the Taylr Platform Licence Fee is applicable, then in consideration of the grant of the licence by the Service Provider to the Principal for the use the Taylr Platform, the Principal must pay the Taylr Platform Licence Fee to the Service Provider as specified in Item 7 and on each anniversary of the Commencement Date.

13.3 Locker Services Fee

In consideration of the provision of the Locker Services, the Principal must pay the Locker Services Fee to the Service Provider as specified in Item 8 and on each anniversary of the Commencement Date.

13.4 Concierge Services Fee

In consideration of the provision of the Concierge Services, the Principal must pay the Concierge Services Fee to the Service Provider as specified in Item 9 and on each anniversary of the Commencement Date.

13.5 Linen Bin Services Fee

In consideration of the provision of the Linen Bin Services, the Principal must pay the Linen Bin Services Fee to the Service Provider as specified in Item 10 and on each anniversary of the Commencement Date.

13.6 Annual increases

The Fees shall increase by 5% on each anniversary of the Commencement Date (including during any holding over under clause 18.2).

13.7 No other Fees without agreement

- (a) Except as expressly provided for in this Deed or as subsequently agreed in writing by the Parties, the Fees and the Establishment Fee are the only fees payable to the Service Provider under this Deed.
- (b) The Principal acknowledges that the Service Provider is entitled to collect and retain all and any fees, charges and revenue for the use of the Locker Equipment by third parties including from Third Party Fees.

14. Warranties

14.1 Principal's warranties

- (a) The Principal warrants that it has the capacity and authority to:
 - (i) enter into this Deed; and
 - (ii) perform its obligations under this Deed.
- (b) The Principal agrees that the Service Provider is entitled to rely upon all actions and oral and written communications from the Principal's Authorised Person in connection with this Deed as being duly authorised by the Owners or the Executive Committee as necessary under the *Unit Titles (Management) Act 2011 (ACT)*.

14.2 Service Provider's warranties

The Service Provider warrants that:

- (a) it has, and throughout the currency of this Deed will continue to have, sufficient skills and resources to operate the Taylr Platform and provide the Principal Services; and
- (b) it is entitled to enter into this Deed and its entry into this Deed does not violate any other agreement to which it is a party.

15. Liability

15.1 Liability

- (a) Subject to clauses 15.1(b) and (c), the Service Provider shall be liable for direct loss or damage (including personal injury whether or not resulting in death) or costs and expenses suffered or incurred by the Principal arising from the wilful default or negligent acts or omissions of the Service Provider in the course of performance of its obligations under this Deed.

- (b) The Service Provider shall not be liable to the Principal for any consequential or indirect loss suffered or incurred by the Principal.
- (c) The Service Provider's maximum aggregate liability to the Principal under or in connection with this Deed is limited to the total of the Fees payable by the Principal during the Term however this limitation does not apply to liability of the Service Provider to the Principal in relation to personal injury or death.

15.2 Exclusion of liability and indemnity

Any liability of the Service Provider under clause 15.1 is of no effect and excluded to the extent that any liability, loss, claims, damages, costs and expenses whatsoever arise as a result of the Principal causing or contributing to any such liability, loss, claim, damages, costs and expenses.

16. Confidentiality

This Deed and all matters and things connected with and related to it are confidential and neither Party may disclose them to any other person except its legal, financial or business advisers unless the prior written consent or waiver of the other Party has been obtained, or where such disclosure is required by law.

17. Dispute resolution

The Parties agree that they will seek to resolve any disputes which might arise between them in accordance with the following principles:

- (a) unless a Party to this Deed has complied with clauses 17(a) to 17(d), that Party may not commence court proceedings relating to any dispute arising from this Deed except where that Party seeks urgent interlocutory relief in which case that Party need not comply with this clause before seeking such relief. Where a Party to this Deed fails to comply with clauses 17(a) to 17(d), the other Party need not comply with this clause before commencing court proceedings;
- (b) any Party to this Deed claiming that a dispute has arisen under this Deed shall give written notice to the other Party designating as its representative in negotiations relating to the dispute a person with authority to settle the dispute, and the other Party shall promptly give notice in writing to the other Party designating as its representative in negotiations relating to the dispute a person with similar authority;
- (c) the designated persons shall, within 10 days of the last designation required by clause 17(b), following whatever investigations each deems appropriate, seek to resolve the dispute;
- (d) if the dispute is not resolved within the following 10 days (or within such further period as the representatives may agree is appropriate) the Parties in dispute shall within a further 10 days (or within such further period as the representatives may agree is appropriate) seek to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, independent expert determination or mini-trial and on:
 - (i) the procedure and timetable for any exchange of documents and other information relating to the dispute;
 - (ii) procedural rules and a timetable for the conduct of the selected mode of proceeding;

- (iii) a procedure for selection and compensation of any neutral person who may be employed by the Parties in dispute; and
- (iv) whether the Parties should seek the assistance of a dispute resolution organisation;
- (e) the Parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the dispute between the Parties. Neither Party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than in an attempt to settle a dispute between the Parties; and
- (f) after the expiration of the time established by or agreed under clause 17(d) for agreement on a dispute resolution process, a Party which has complied with the provisions of clauses 17(a) to 17(d) may in writing terminate this Deed.

18. Term

18.1 Commencement and expiry

Subject to clause 18.2, this Deed commences and becomes effective on the Commencement Date and continues for the Term.

18.2 New Licence

- (a) A party must give notice to the other party between the date that begins six months prior to the end of the Term and three months prior to the end of the Term that it intends to terminate this Deed.
- (b) In the event that a party does not give the notice referred to in clause 18.2(a), the Service Provider will be entitled to continue to occupy the Premises for a further six-month period:
 - (i) for which the fee to occupy the Premises will be half of the Fees (escalated in accordance with clause 13.6) payable in advance;
 - (ii) that either party may terminate with 6 months' notice, where such termination will be effective at the end of the next six-month term after the term within which that notice was received; and
 - (iii) otherwise on the terms set out in this Deed.

18.3 End of Licence

At the later of the end of the Term or termination of this Deed:

- (a) the Principal will no longer have access to the Taylr Platform;
- (b) the Principal must give the Service Provider access to the Premises to remove any Equipment;
- (c) the Service Provider must make good any damage caused by the removal of any Equipment; and
- (d) the Service Provider must return to the Principal any keys, access cards and other equipment provided by the Principal to the Service Provider for the purposes of providing the Principal Services and Additional Services.

19. Termination due to default

19.1 Termination on expiry/termination of Crown lease

If the Crown lease of the Land is surrendered, terminated or expires or the Units Plan is cancelled prior to the expiry of the Term, the Service Provider is entitled to terminate this Deed immediately by written notice given to the Principal.

19.2 Opportunity to remedy default

Where the Principal is in default of any of its material obligations under this Deed, the Service Provider is to comply with the following procedure before the Service Provider can exercise its right under clause 19.3 to terminate this Deed:

- (a) the Service Provider is to provide a written report to the Authorised Person of the Principal specifying:
 - (i) the breach and requiring the Principal to remedy the breach within a reasonable time (which will not be more than 14 days); and
 - (ii) specifying the actions of the Principal which, if carried out by the Principal, will be taken by the Service Provider to have remedied the breach; and
- (b) the Service Provider is to let that reasonable time pass (unless the Principal advises the Service Provider it does not intend to remedy the breach).

19.3 Termination for non-remedy of default

Where the Principal is in default and has not remedied that default in accordance with the terms of this Deed, the Service Provider may, by notice in writing to the Principal, terminate this Deed.

19.4 Rights and obligations of Service Provider

Any lawful termination pursuant to this clause 19 will not prejudice any right of action or remedy which has accrued or which may accrue in favour of the Service Provider and will not affect the obligations of the Parties existing prior to termination.

19.5 No relief

The Principal will not be relieved of the failure to carry out its obligations under this Deed by reason of the fact that the Service Provider has given its consent or approval or has required any matter or thing to be done (whether or not the consent, approval or requirement is based on the recommendation of the Principal).

20. Assignment and transfer of Licence

- (a) The Principal must not assign its interest in this Deed without the prior written consent of the Service Provider (which consent must not be unreasonably withheld).
- (b) The Service Provider is entitled to assign or sublicense any or all of its rights under this Deed in whole or in part at any time, provided that such assignment is in accordance with the *Unit Titles (Management) Act 2011* (ACT).
- (c) If the Principal transfers its interest in the Premises to a third party (**Transferee**), the Principal and the proposed Transferee must enter into a deed with the Service Provider in a form required by the Service Provider which includes:

- (i) a promise by the proposed Transferee to be bound by this Deed as if the proposed Transferee was the Principal; and
- (ii) a release of the Service Provider by the Principal from the Service Provider's obligations to the Principal on and from the date the transfer takes place.

21. Service of notices

- (a) Notices or other communications under this Deed must be in writing and signed by or on behalf of a Party by its representative, any officer, director, secretary, attorney, solicitor or other person duly authorised on its behalf or may be sent by email.
- (b) A notice must be delivered by hand, ordinary pre-paid post or email to the addresses or email addresses set out in Item 12.
- (c) Notices are deemed to be given:
 - (i) in the case of hand delivery, on delivery;
 - (ii) in the case of ordinary prepaid post, 2 business days after mailing; or
 - (iii) in the case of email, upon sending the email by the sender (unless the sender receives notification that the transmission has failed).
- (d) A Party may change its details for notice by notifying the new details to the other Party.

22. Costs and expenses

Each of the Parties must bear its own costs and expenses incurred in relation to the negotiation, preparation and execution of this Deed and any other document executed pursuant to this Deed. The Service Provider is to pay any stamp duty assessed on this Deed.

23. GST

If GST becomes payable by a Supplier in respect of any supply:

- (a) the Recipient must pay to the Supplier on demand an amount equal to that GST;
- (b) the Supplier must give a tax invoice to the Recipient in respect of that supply before the Supplier is entitled to receive payment of the GST under this clause 23; and
- (c) if the Recipient does not comply with its obligations under clause 23(a) and because of this the Supplier becomes subject to penalties or interest for late payment of GST, then the Recipient must pay to the Supplier on demand an amount equal to the amount of the penalty or interest.

24. Entire agreement

Except as expressed otherwise in this Deed:

- (a) this Deed constitutes the entire agreement between the Parties relating to the licence of the Taylr Platform and provision of the Owner Services; and
- (b) any prior arrangements, representations or undertakings are superseded.

25. Further assurance

Both Parties must do, sign and execute all acts, deeds, documents and other things as are reasonably required by the other so as to carry out and give effect to this Deed or to perfect or protect the rights of the other Party pursuant to this Deed.

26. Governing law

This Deed is governed by the laws of the Australian Capital Territory and the Parties submit to the jurisdiction of the courts of the Australian Capital Territory in respect of all matters arising under or relating to this Deed.

27. Non-Waiver

Failure by either Party to exercise any right against the other Party in the event of any default under this Deed is not a waiver of any right in the event of a continuing or further default.

28. Relationship of Parties

This Deed does not authorise either Party to be a partner, agent or legal representative of the other Party for any purpose whatsoever except as is expressly provided in this Deed. A Party must not make any representation contrary to this clause 28 by act or omission.

29. Variations

No variation of this Deed will be effective unless it is in writing and signed by each of the Parties.

Reference Schedule

Item	Information
1.	Principal The Owners - Units Plan No [insert] of [insert]
2.	Commencement Date [date of locker installation]
3.	Land Units Plan [insert] Block [insert] Section [insert]
4.	Units Plan Units Plan [insert]
5.	Term 2 years commencing on the Commencement Date
6.	Establishment Fee Applicable Establishment Fee: \$19,845 exclusive of GST payable on the Commencement Date (NOTE: Establishment fee paid by developer prior to registration of the Units Plan)
7.	Taylr Platform Licence Fee Not Applicable
8.	Locker Services Applicable Annual Locker Service Fee: \$5,900 exclusive of GST payable within 5 Business Days of the Commencement Date. Locker Equipment specifications: 1 x 28-door indoor in black
9.	Concierge Services Not Applicable
10.	Linen Bin Services Not Applicable
11.	Concierge Hours Not Applicable
12.	Notice <u>Principal</u> Authorised Person: The Secretary of the Executive Committee Postal address: As registered with the ACT Land Titles Office <u>Service Provider</u> Authorised Person: Candice Miller Street address: Level 4, 23 Challis Street, Dickson ACT 2602 Postal address: PO Box 206, Civic Square ACT 2608 Email address: candice@taylr.com.au

Executed as a deed.

PRINCIPAL

The Common Seal of The Owners – Units Plan
 [insert] was affixed in the presence of:

 Signature of Manager / Executive Committee
 Member

 Signature of other Executive Committee
 Member

 Full name of Manager / Executive Committee
 Member

 Full name of other Executive Committee
 Member

SERVICE PROVIDER

Signed, sealed and delivered for and on behalf
 of **Taylr Services Pty Limited ACN 643 230 817**
 by its attorney under a power of attorney dated
 11th September 2020 in the presence of:

 Signature of witness

 Signature of attorney who declares that the attorney
 has not received any notice of the revocation of the
 power of attorney

 Full name of witness

 Full name of attorney

Schedule 1 – Concierge Services

The concierge provided by the Service Provider will undertake the following Concierge Services (being those selected by the Principal):

- greet Unit Owners, Occupiers and Users and any other persons on arrival to the Building;
- ensure cleanliness of the Premises and the Equipment;
- distribute any notices or letters approved by the Principal to Unit Owners, Occupiers and Users;
- provide access to the Building to persons other than Unit Owners, Occupiers and Users;
- receive and store parcels until collected by Unit Owners, Occupiers and Users;
- arrange taxis when requested by Unit Owners, Occupiers and Users;
- assist Unit Owners, Occupiers and Users with services provided by the Service Provider other than the Services;
- provide support for the management of the Locker Services;
- notify the Principal of any maintenance matters in relation to the Building or any other matters unable to be resolved by the concierge;
- ensure security of the Building in functional at the end of each day;
- sort mail of Unit Owners, Occupiers and Users;
- assist with coordination of events organised by the Principal; and
- notify the Principal of any hazards or perceived dangers on the Premises.

Schedule 2 – Infrastructure Requirements

The Principal must at its own cost provide the following Infrastructure Requirements (being those selected by the Principal):

- ☒ installation of 10AMP (240v) twin power-points (weatherproof if located outdoors) - connected from the main distribution board with its own circuit breaker;
- ☒ installation, cabling and wiring of data line for locker camera;
- ☒ data line for the Locker Equipment;
- ☒ triple gang plate;
- ☒ Cat6 cable for internet connection - to be connected from the NBN box / NTD box to the gang plate;
- ☒ Cat6 cable for the dome camera - one end of the cable is to be connected to the gang plate and the other end of the cable is to be terminated with an RJ45 male plug;
- ☒ if the Locker Equipment is located behind manual doors, run the Cat6 cable from the gang plate and terminate the cable with the RJ45 male plug above the door - connect and run a Figure 8 cable from the electric strike of door and leave it next to the Cat6 cable above. Taylr will connect to the Bluetooth receiver once the Locker Equipment is installed;
- ☒ if the Locker Equipment is located behind an automatic/roller door, run the Cat6 cable from the gang plate and terminate the cable with the RJ45 male plug above the door - connect and run the Figure 8 cable from the door control device of the automatic/roller door (which may require a third party to be engaged) and leave it next to the Cat6 cable above. Taylor will connect to the Bluetooth receiver once the Locker Equipment is installed;
- ☒ connection to a security system for an event log history (for when the Locker Equipment is located behind security doors);
- ☒ sufficient internet connection; and
- ☒ installation of additional CCTV cameras that are connected to the Principal's digital video recorder in the vicinity of the Locker Equipment.

Schedule 3 - Unit Information

The Principal must provide the Service Provider the following Unit Information in relation to each Unit in the Building:

- (a) the unit / street address (as per Australia Post);
- (b) type of unit (apartment / townhouse);
- (c) level / floor;
- (d) stories;
- (e) number of bedrooms;
- (f) number of media rooms;
- (g) number of studies;
- (h) number of bathrooms;
- (i) number of carpark(s) and type of carpark(s);
- (j) number of outdoor areas;
- (k) outdoor area type;
- (l) internal square metre measurement; and
- (m) external square metres measurement.

Annexure C

KM INTERIORS



Developed for

Chris Miller and Vantage Strata ,
..

Developed By

KM INTERIORS
Brighton, VIC 3186

Cover Letter

Chris Miller and Vantage Strata ,
The Owners, Units Plan TBA

Re: KM Interiors Property Styling @ THE SHARD (Canberra Development) Proposal

Dear Chris Miller and Vantage Strata ,

Thank you so much for your interest in working with Kerry Melbourne Interiors. We are thrilled at opportunity to work with you and demonstrate the transformative power of our services for your property at KM Interiors Property Styling @ THE SHARD (Canberra Development). We have created a formal proposal for your consideration showcasing our past work as well as a cost breakdown for your project based on our discussions and your brief.

At Kerry Melbourne Interiors we are committed to delivering exceptional results that drive success for our clients. From faster sales to higher selling prices, our property styling services offer a multitude of benefits:

- **Faster sales:** Our expertly styled properties attract more buyers and sell quicker than unstaged ones
- **Higher selling prices:** Highlighting your property's best features helps maximise its perceived value
- **Competitive advantage:** Stand out in market with a professionally styled space that leaves a lasting impression on potential buyers
- **Eight week hire term:** As a testament to our commitment to our clients and agents, we offer an extended hire term, demonstrating our dedication to your success

Please review the attached proposal at your earliest convenience. We would love to regroup with you as soon as you're ready to talk about any additional queries and the next steps in our engagement process.

Kind Regards,



Kerry Melbourne
Director
KM INTERIORS





Company Profile

Renowned for her keen eye for detail, knowledge of the marketplace and close relationships with key suppliers. Kerry and her team facilitate an end to end approach to each individual project in line with the price point, market demographic and heritage of the property.

At KM Interiors transforming spaces into captivating showcases is our specialty. With a passion for property styling and a knack for creating irresistible appeal, we're here to elevate your property to its fullest potential.

Our dedicated team takes charge of the project from the initial planning stage, facilitating a flawless execution right through to a happy handover and fantastic sale price!

Why choose us?

- **Exceptional Results:** We deliver top-notch styling solutions that exceed expectations and drive sales.
- **Tailored Approach:** Personalised strategies that highlight your property's unique features and target market.
- **Efficiency and Expertise:** Years of industry experience ensure efficient, professional service without compromise.
- **Proven Results:** Faster sales, higher sale prices, and a competitive edge in the market.



Our Services

- Property styling
- Residential, commercial and corporate
- Display suites
- Interior design and decoration
- Design consultation
- Soft furnishings
- Gallery artwork
- Decluttering
- Storage and transport
- Plants and garden
- Painting and property preparation
- Fresh flowers



We are a one stop shop for all your property related requirements

Work Showcase



Click to play videos





Click to play videos



You can see more of our work at our website www.kmis.com.au



Hopetoun Rd, Toorak



Molesworth, Kew

Recent Project Highlights



Beaconsfield Pde, Port Melbourne



Prima Pearl Penthouse, Southbank

Our Clients Say...

“

- ✓ Comprehensive
- ✓ Professional
- ✓ Recommended

"Vision and taste combined"



**Toby
Toorak, Vic**

“

"Selling a home can be a stressful time but working with Kerry was so easy. She made the whole process of staging flow smoothly and the end result is showcased in the gorgeous photos of our listing. Service that is prompt, efficient, stylish - and fun. That's what you'll get if you use KM Interior Specialists"



**Trish
Brighton**

“

"Words cannot express how grateful we are that you transformed our apartment into the most amazing living space. It was such an easy process and everything flowed from beginning to end. We'll definitely be using your services again in the future"



**Anne
Parkdale**

“

"We found the service to be very professionally thought through and carefully implemented. The result enabled our unit to be presented in a most appropriate and attractive manner in preparation for sale"



**David
Toorak, Vic**

“

"Kerry and her team were great to deal with, put our campaign together on a tight timeframe and made it all easy"



Hayden, Bentleigh East

“

"Great job Kerry The styling comes up very well in the photos and video. Thanks for your flexibility, for working with us being remote and for working so well with the agent. Great result!"



**Thomas
Black Rock**

“

"Kerry was a breath of fresh air that walked through my front door!... an eye for what works and got to know me which I feel is important. I love what you have done with the colours.. it really works! .. ideas for my next home! Thank you so much for helping me"



**Helen
Box Hill**

“

"Kerry and her team have styled a gorgeous yet relatable home that looks amazing in real life and in sale photos. They were so easy to deal with and super flexible when deadlines dramatically changed. Highly, highly recommend!"



**Julie
Brighton**

“

"KM Interior Specialists are professional to the highest of standards with excellent taste in style. They made this experience stress free. They're a joy! I loved how they presented my home"



Lorraine, Bentleigh East

Proposal

Below is the itemised service list based on our discussions and your brief. If you have any questions about our pricing or need to increase or decrease the scope of work, please let us know.

GROUND FLOOR

2 x Arm Chair

1 x Coffee table

LEVEL 10- BUSINESS LOUNGE

1 x Coffee table

4 x Single Tables

8x Single Chairs

Boardroom Table

2 x Armchairs

10 x Chairs

LEVEL 12 -WINE ROOM

8 x Stools for bar area

2 x Single Tables

4 x Single Chairs

LEVEL 13- PIANO ROOM

2 x Armchairs

4 x Single Tables

8 x Single Chairs

1 x Coffee Table

QUOTE

The proposed total covers a 24-month hire term (commencing on date of units plan registration), including delivery, styling installation, and collection at the end of the hire period.

TOTAL

\$50,000.00

Plus GST

Commencement date - 20/03/2026

Additional Services



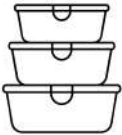
WEEKLY FLORAL SERVICE

Fresh flowers ready for open for inspections every Saturday!



LIVE PLANT SERVICE

Live plants can be arranged upon request. Live plants elevates your property and provide enhanced style and life to the property.



STORAGE ADVICE

Need help with storage? Storage advice is available upon request. We can offer a range of solutions to fit your needs.



TRADES ASSISTANCE

From gardening to painting, electricians and plumbers, we're a one-stop shop for all your needs.

If you would like any of the above options – available at an additional charge – please check the box beside the service above and we will be in touch to discuss.

Terms and Conditions

1. DAMAGE BOND

A fully refundable bond is required prior to installation as follows:

- \$1,000 for properties where pets are present
- \$500 for properties without pets

The bond acts as security to cover any costs in the event that hired furniture or décor items are damaged, lost, or otherwise compromised during the hire period.

In the event of damage, the client may choose to pay for the specific damaged item directly, in which case the full bond amount will still be refunded.

Once pack-up and inspection are complete, the bond will be refunded in full to the client's nominated bank account.

2. HIRE EXTENSION

It is the client's responsibility to contact KM Interiors if they would like to request an extension and it must be done at least three working days prior to original term expiry. If an extension is required the agreement will switch to a weekly term at 25% +GST of the original hire term cost per week. In case of this occurrence we collect your credit card details for security and payment. Your card will be charged weekly until we are notified that you wish the agreement to be terminated and our stock to be picked up.

3. REBATES

A rebate will not be provided if the property is sold prior to the agreed hire period. KM Interiors reserves the right to collect furniture on the first available day following a successful sales result or in the event that the client declines any offer to extend the hire agreement.

4. CONFIRMATION AND CANCELLATION

The client agrees to pay the quoted price as confirmation. For confirmations made earlier than 3 weeks prior to installation a 50% deposit is due. The balance payment is due 2 weeks prior to installation. Where the client cancels the agreement by providing not less than 5 days written notice prior to installation a cancellation fee applies. The cancellation fee is 25% of the total quoted amount.

5. WALL FIXINGS

These will be installed by a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove or repair walls. If you do not wish to have art hung please inform us before installation.

6. VARIATIONS & REFUND

KM Interiors will provide a mood board for client approval prior to purchasing or hiring any items. Written approval is required before proceeding. A booking is confirmed once the styling proposal has been signed and the invoice is paid in full. Full payment is required no later than 5 days prior to the scheduled installation date. Once the booking has been paid and confirmed, no refunds will be issued due to the extensive preparation involved, including furniture selection, logistics planning, and scheduling.

Any changes requested by the client (or their agents) following installation will be charged at a minimum of \$300.00 plus any additional hire and transport fees applicable. Refund will not be offered for items removed.

7. PAYMENT AGREEMENT

The quoted price of \$55,000.00 is accepted as well as the conditions outlined to hereby engage KM Interiors to prepare the property for the sale campaign. Additionally, you agree to pay the outstanding balance of the quoted price prior to the commencement of works.

Service Agreement

Your signature on this quotation is acceptance of the following detailed Service Agreement terms and conditions Kerry Melbourne Interiors (KM Interiors Pty Ltd ABN: 57659340422) operates under:

The client (which includes you, any agent representing you and any guarantor) hereby:-

- Rent from KM Interiors (we or us) for the hire period, which includes all items, articles, accessories and documents supplied with the goods; and accepts the scope of works to be performed by KM Interiors as specified in the quote.

This document records the Hire Terms and Conditions on which KM Interiors agrees to hire furniture to the customer. KM Interiors may in its absolute discretion decline to hire any Furniture to a Customer. Any variation to these Terms and Conditions must be agreed upon in writing by both KM Interiors and the client. Variations to these terms and conditions will apply to hire agreements entered into after the variations have occurred.

Costs and Fees

The total contract value is \$50,000 plus GST, payable in two instalments:

- First payment due within 45 days of delivery
- Second payment due 45 days from the first anniversary of the agreement

An additional fee of at least \$300.00 may be charged for delivery of hired items where changes are requested by the client. Property access and personal items KM Interiors, its employees and subcontractors have access to the clients' property as agreed. Prior to work commencing the client is advised to remove any valuable or breakable personal belongings from the property. If any damage to the property is caused by the KM Interiors delivery team, KM Interiors will be responsible for rectifying the damage. The client is responsible for arranging clear access for delivery and collection of the hired goods. If KM Interiors' employees or subcontractors are unable to gain access or access is limited or delayed for whatever reason, the client will pay additional costs incurred. These additional costs will be calculated at the rate of \$120.00 per hour. We use a professional picture hanger who will use fasteners (hooks, nails, screws, etc.) to hang wall art. We do not use adhesive hooks. It is not our responsibility to remove fixings or repair walls. If you do not wish to have art hung please inform us before installation.

Protection of our goods

The client must not alter or modify the hire goods. The client must not remove the hire goods from the property without the written authorisation of KM Interiors. The client must take reasonable steps to protect the hire goods from loss or damage. If any hire goods are lost or damaged, other than fair wear and tear, the client will be liable for the full cost of repair or replacement. This includes damage caused by your pets / animals.

Use of Hire Goods

The client agrees only to use the goods in a proper manner and in accordance with any manufacturer's requirements or guidelines. If the goods are damaged or in need of repair. The client agrees to notify us immediately.

Risk

The client agrees to use the hire goods at their own risk. KM Interiors are not liable for any direct or indirect loss arising from the use of the hire goods or any damage or defect in the goods. The client indemnifies KM Interiors against any claims arising from the hire or use of the hire goods.

Privacy Policy

KM Interiors is required to handle any personal information in accordance with the national privacy principles contained in legislation. Our privacy policy can be viewed at www.kmis.com.au/privacy-policy

Hire Period Extension

The hire period may be extended by mutual agreement. KM Interiors must be notified of your intention to extend the hire period within 3 working days of your nominated auction or sale date. KM Interiors will provide clients with at least two (2) months' written notice prior to the expiry of the term for any proposed increase in costs. It is the client's responsibility to contact KM Interiors if they would like to request an extension and must be done at least three working days prior to original term expiry.

Termination and Repossession

KM Interiors may terminate this agreement if:-

- a) The client breaches this agreement.
- b) The hire goods are lost or damaged.
- c) Any amount due is unpaid.

At termination the client must make the goods available for collection. You must provide us with all reasonable assistance to locate and collect the hire goods. The client grants the agents of KM Interiors the right of entry into premises or any premises where it is believed the hire goods are stored, using such force as is necessary, to repossess the hire goods. We will not be liable for any damage to property caused by any person in collection of the hire goods. If the hire goods are not available for collection at the nominated time, the client will be liable for any additional cost we incur. Hire fees will continue until the goods have been collected by us. Any termination will not prejudice any right to recover any unpaid amounts.

Outstanding Debt

The client is liable for any expenses, costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees and solicitors' costs and will be required to pay these costs.

Definitions and Interpretation

Business Hours means 8:30am to 5.00pm Monday to Friday (excluding public holidays).

Claim includes any claim, including a notice, demand, debt, account, action, expense, damage, the loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Cancellation Fee means 50% of the Hire Charge may be payable where the Customer cancels within 72 hours of commencement.

Collection Date means the last day of the Hire Period or otherwise agreed in writing.

Commencement means the date when the Customer takes possession of the furniture.

Consumer Guarantee means a consumer guarantee as it applies to supplies made under these terms and conditions, as set out in under Part 3-2, Division 1 of the Australian Consumer Law.

Delivery Date means the delivery date described in the Quotation, invoice or otherwise agreed in writing.

Event of Default means an event of default described in clause 6.1.

Furniture means any kind of furniture and accessories including but not limited to chairs, tables, beds, soft furnishings, linen, artwork, plants, lighting and any other equipment owned by KM Interiors and hired to the Customer in accordance with these terms and conditions.

GST has the meaning given in GST Law.

GST Law has the meaning given in A New Tax System (Furniture and Services Tax) Act 1999 (Cth).

Hire Bond means the security bond the Customer must pay KM Interiors via credit card or payment of \$1,000 in cleared funds (or other means as agreed with KM Interiors) as security for any damage over and above normal wear and tear, howsoever caused, to replace items damaged beyond repair and to cover costs if professional cleaning has been necessary.

Hire Charge means the amount payable by the Customer to hire the Furniture as agreed by the Customer and KM Interiors. Unless otherwise agreed by KM Interiors, the Hire Charge must be cleared into KM Interiors' bank account at least 7 days prior to the Delivery Date. Hire Period if no term is specified in the Quotation or other documentation between the Customer and KM Interiors is the Minimum Hire Period. The Hire Period may only be extended for one or more definite periods if the Customer requests it and if KM Interiors agrees. KM Interiors may issue and require the Customer to sign an amended Quotation or other extension letter for any extension of the Hire Period.

Loss or Damage Excess means a \$1,000 excess payable when damage or loss of goods are claimed. Insurance Policy means the insurance policy held by KM Interiors covering the Furniture for fire, theft and damage.

Laundering Charges means \$65 per bed and \$10 per towel payable if the Customer breaches clause 3.8(b) or if KM Interiors in its discretion considers are required due to an act or omission of the Customer.

Loss means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental.

Minimum Hire Period means 6 weeks. Penalty Interest Rate means the rate specified in accordance with the Penalty Interest Rate Act 1983 (Vic). Premises means the address described in a Quotation or otherwise agreed in writing. Quotation means a document which KM Interiors require the Customer to sign (or accept in a way KM Interiors requires) including particulars of the Premise, outline of suggested Furniture and such other information as KM Interiors may require. Unless otherwise agreed, a Quotation remains valid for a period of 30 days from the acceptance date.

This agreement is governed by the laws of Victoria, Australia.

Next Steps

1. Please read the contract on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please don't hesitate to contact us.
3. Once you feel confident about everything and are ready to showcase your property to achieve an outstanding result, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. An invoice will be emailed to you upon receipt of signed quote. Payment is required prior to install.
6. Once we receive notification of your acceptance and payment in full consider your project confirmed and we will be in contact.



Kerry Melbourne
Director
KM INTERIORS



SIGNATURE
Chris Miller and Vantage ...

Chris Miller and Vantage Strata ,
The Owners, Units Plan TBA

Thank you





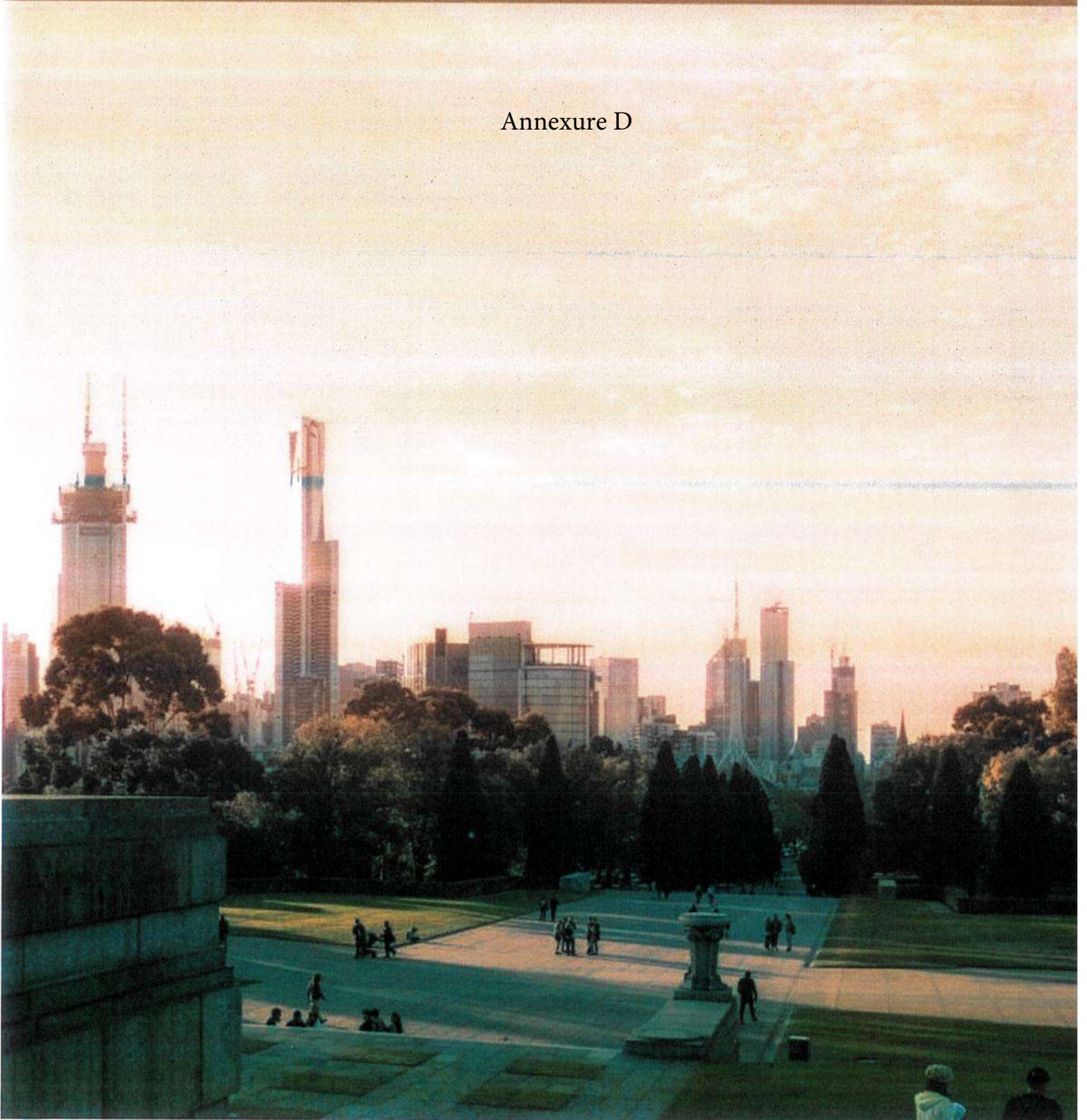
Lynham
Networks

Broadband Agreement

Development

'The Shard' Block 4, 5 & 7 Section 12 Phillip ACT

Annexure D



Part A – Broadband Agreement

This is a binding agreement between you, the Developer named in Part B, Item 2 and us, Lynham Networks Pty Ltd (ABN 17 602 258 337), a Lightning Group Company.

The Parties agree to perform their rights and obligations in accordance with this Agreement and those documents which form part of it. Those rights and obligations are interpreted in accordance with Schedule 2.

This agreement consists of the following documents and in the event of inconsistency apply in precedence in the order in which they appear:

Part A – Broadband Agreement

Part B – Agreement Details

Part C – Execution

Schedule 1 – General Terms and Conditions

Schedule 2 – Dictionary and Interpretation

Schedule 3 – Developer Works

Schedule 4 – Timetable

Schedule 5 – Access License

Schedule 6 – Ratification Resolution

Schedule 7 – Fees and Charges (**Fee Schedule**)

Attachment A – Typical Scope and Schematic

We are a Statutory Infrastructure Provider (SIP) registered with the Australian Government in accordance with the *Telecommunications Act 1997* and the telecommunications in new development policy.

<https://www.communications.gov.au/documents/2020-telecommunications-new-developments-policy>.

This document details your appointment of us as the exclusive provider of residential broadband services to the Development and our agreement to provide and operate high speed fibre Telecommunications Infrastructure to your Development, including the process by which a relevant Owners Corporation may provide us an access license.

Part B – Agreement Details

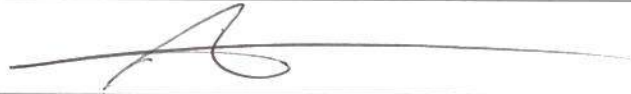
1.	Effective Date	The Effective Date of this Agreement is the date that the last party to sign, signs this Agreement
2.	Developer	CORINNA STREET DEVELOPMENTS RR PTY LTD
3.	Developer Address	10, 33 Bougainville St MANUKA ACT 2603
4.	Developer Contact	Name: Nick Mihalic Address: 10, 33 Bougainville St MANUKA ACT 2603 Email: nick.m@zapari.com.au
5.	Lynham Networks Contact	Name: Nick Goussis Address: T1 Building, Level 3, Unit 303 14 Lexington Drive BELLA VISTA, NSW 2153 Email: ngoussis@lightningbroadband.com.au
6.	Development Name/Address	'The Shard' Block 4, 5 & 7 Section 12 Phillip ACT
7.	Development Details	An MDU development with approximately: 265 residential lots 3 commercial and retail lots
8.	Solution	GPON fibre to all residential units, commercial/retail premises (if any) as detailed in Annexure A – Typical Scope and Schematics Optional items: 1. MATV over fibre 2. Community Wi-Fi (at no cost) We have allowed for up to 11 Wireless Access Points at no cost 3. Intercom Connectivity Notes: Where required, Lynham Networks equipment will fit in COMBINATION NBN ENCLOSURE PART# BBNBNSB24

9.	Developer Fees	<p>Zero dollars per lot subject to suitable backhaul at metro rates. Optional Items -</p> <p>MATV: MATV over Fibre - For MATV, network boundary is the optical receiver at the ONT location in the case of MATV over fibre or the first wall plate in the living room, in the case of a coaxial solution. In apartment copper cabling, amplifiers (is required) and wall outlets and power, pathways and building works are by others. Note where MATV is specified and there is no central building a comms lot will generally be required.</p> <p>Community WiFi: Horizontal and vertical pathways suitable for cabling and cables to the community Wi-Fi Access Points (WAPs), power and any building works, structural steel, poles, bollards or other non-standard mounting related to WAP installation, if community Wi-Fi is in scope.</p> <p>Intercom Connectivity Lynham Networks will provide connectivity for intercom through an allocated port on the ONT and configured VLANs. Network boundary is the port on the ONT.</p>
10.	End User Fees	<p>As published on the Lightning Wholesale website from time to time or in the case of wholesale services, the websites of our retail service providers.</p>

Part C - Execution

Executed by the parties as an agreement.

Executed by **the Developer** by its duly authorised signatory pursuant to s126 of the Corporations Act 2001 (Cth)



Signature - Authorised Signatory

NICHOLAS SLEEPER

Name (PLEASE PRINT)

DIRECTOR

Position (PLEASE PRINT)

Executed by **Lynham Networks Pty Ltd ACN 602 258 337** by its duly authorised signatory pursuant to s126 of the Corporations Act 2001 (Cth)

Signature - Authorised Signatory

Name (PLEASE PRINT)

Position (PLEASE PRINT)

Schedule 1 – General Terms and Conditions

1 Date

This Agreement is made on the Effective Date in the Details.

2 Parties

The Parties are:

- (a) Lynham Networks (we, us, etc);
- (b) the Developer in Item 2 of the Details (**you**); and
- (c) any Owners Corporation (**OC**) that passes a Ratification.

3 Roles & responsibilities

- (a) You must complete the Developer Works so as to allow us to deliver the Network.
- (b) Subject to clause 3(a), we shall deliver the Network substantially in accordance with the Solution in Item 8 of the Details.
- (c) Each Party warrants to the other:
 - (i) it will perform its obligations with due care, skill and diligence and in a professional manner consistent with all applicable standards, principles and practices, and
 - (ii) it and its Personnel are appropriately qualified and have the requisite knowledge, skill and expertise to perform their obligations.

4 Project Timetable

- (a) If we have not already agreed a Project Timetable with you, we will do so promptly after the Effective Date.
- (b) A Project Timetable:
 - (i) will be based on the steps and stages in Schedule 4, as adapted to your Development; and
 - (ii) will include a timeline.
- (c) The Parties acknowledge that valid factors may require changing the Project Timetable and must keep each other informed of, cooperate and deal with each other reasonably in relation to such matters.

5 Making good

In delivering the Network, we will use our best efforts to ensure that:

- (a) there is no unnecessary disruption of the Development; and
- (b) any damage to the Site by us or our contractors is made good.

6 Certification and records

- (a) We will provide required Certifications in connection with the Development, the Site, the Developer Works, the Solution, the Facilities or the Network.
- (b) We will maintain records about the Network and its installation in accordance with good industry and engineering practice.

7 Ownership

- (a) We will own the Network, any Facilities we supply and any that are supplied or installed for our use including those detailed in the Developer Works.
- (b) You must do anything reasonably required to ensure that legal title to Facilities supplied or installed for our use vests in us as soon as is practicable after they are installed.

8 Supplying services and Termination

- (a) When the Network is operational, we will operate and maintain the Network to supply Carriage Services in the Development.
- (b) Where required by law, those Carriage Services will be wholesale-only, open-access.

9 Grant of Access Licence

- (a) You grant to us the Access Licence in Schedule 5.
- (b) If you are not the sole owner of the Site at the Effective Date, you must procure that each such owner also grants us the Access Licence.
- (c) Where the consent or approval of any third party to the grant of the Access Licence is required, you warrant that such consent or approval has been given.
- (d) You must use your best efforts to ensure that we receive the full benefit of the Access Licence.

10 Offer to OC

- (a) Under this clause 10(a) We make a standing offer to accept the terms of this Agreement to any OC in respect of any part of the Site to admit any OC in respect of any part of the Site as a co-grantor of the Access Licence.
 - (b) An OC may accept the offer in clause 10(a) by:
 - (i) passing a resolution in the form in Schedule 6;
 - (ii) accepting the Access License; or
 - (iii) by executing a Deed in favour of Lynham Networks accepting the terms in the Access License,
- (Ratification).**
- (c) Within 30 days of an OC for any part of the site being created, You must use your best endeavours to:

- (i) procure that each of those OC's Ratifies this Agreement; and
 - (ii) provide a copy of the method of Ratification used under clause 10(b) to us.
- (d) Subject to the SIP Rules, if an OC does not accept the offer in clause 10(a) within 30 days after that OC comes into existence, then we may suspend any services that benefit the Common Property or the OC and are relieved from any applicable service levels, until the offer is accepted and we enjoy the full benefit of the Access Licence.
- (e) When an OC Ratifies this Agreement by any of the methods in 10(b):
 - (i) your obligations under this agreement remain in full force and effect; and
 - (ii) you and the OC are joint and several parties to this Agreement for the purposes the following terms only: clauses 7, 8, 9, 10, Schedule 5 (access licence) and the Fee Schedule.
- (f) If an OC delays in using best endeavours, or fails to Ratify the Agreement:
 - (i) this Agreement, including the Access Licence, remains in full force and effect; and
 - (ii) your obligation to procure Ratification continues.
- (g) Clause 10(c) is a fundamental term of this Agreement, and we may stop performing our obligations under this Agreement while it remains unsatisfied.

11 Fees & charges

- (a) Our fees and charges in respect of the Network and services we supply over the Network are set out in the Details.
- (b) Unless specified otherwise, fees and charges are exclusive of GST and payable 30 days from date of invoice.
- (c) Where Developer Fees are payable, they are payable on the following milestones:
 - (i) 10% on completion of design of the Network,
 - (ii) 70% on commencement of installation of the Network;
 - (iii) 20% on provisioning of the Network.
- (d) Developer acknowledges that any fees payable pursuant to this agreement are a partial contribution towards the cost of installing the Network.
- (e) Unless expressly stated otherwise in these Terms and Conditions, all charges for the Services are exclusive of GST. You will pay to us at the same time when any part of charges for the Service is payable, an amount equal to any GST payable on supply of the Service.
- (f) Each 30th of June after the first anniversary of the Effective Date, Lynham Networks may adjust the Developer fees in the Fee Schedule by the percentage

increase over the previous 12 months in the All Groups CPI index for weighted average of Australian capital cities. If the Australian Bureau of Statistics ceases publishing this index, the parties will negotiate in good faith and agree an alternative comparator.

12 Developer connection and backhaul charges

Unless a Backhaul Fee is specified in the Details, we do not charge you for:

- (a) connecting an End User Site to the Network; or
- (b) backhaul provided to the Development,

these expenses are passed through to RSPs who utilise the Network.

13 Suppling services

When the Network is operational, we will operate and maintain the Network to enable the supply of Carriage Services at the Site, which may be by RSPs who meet our onboarding requirements.

14 Retail Price Match Policy

- (a) Subject to our obligations pursuant to the Telco Act, we must ensure at least one RSP supplying Carriage Services on the Network to the Site maintains a Price Match Policy for End User Products.
- (b) The Price Match Policy:
 - (i) will implement the principle that End Users in the Development will pay no more for End User Products than the market price available for comparable products in comparable developments;
 - (ii) will clarify when products and developments are considered comparable;
 - (iii) may be updated from time to time to accommodate changing conditions; and
 - (iv) may specify commercially reasonable limitations and exclusions e.g. that no retrospective payments may be claimed.

15 Liability

- (a) A party to this Agreement (**First Party**) is not liable to any other party (**Second Party**) for Consequential Loss suffered or incurred by the Second Party under or in connection with this Agreement.
- (b) An exclusion of loss under clause 15(a) does not apply to any loss resulting from wilful or deliberate conduct in breach of this Agreement.
- (c) No party is liable for the consequences of Force Majeure.
- (d) Subject to clauses 15(a), (b) and (c) and notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, each Party's aggregate liability to the other Party in respect of any and all Claims arising from or in connection with this Agreement, is limited to \$250,000.

16 Confidentiality

The terms of this Agreement and any other Confidential Information of a party disclosed to the other party may not be disclosed to third parties except to the extent necessary for the exercise of the agreement, required by law, or permitted by the disclosing party.

17 Development Cancellation

Notwithstanding anything in this Agreement, if the Development is cancelled this agreement ends and neither party has any further obligation to the other to perform its obligations.

18 Change Control

An amendment of the terms of this Agreement or a proposed change of the Network or the scope of the activities to be undertaken by either party will not be binding unless it is accepted in writing by both parties. If a party ('**Requesting Party**') wishes to propose such a change it must give the other party ('**Receiving Party**') written notice specifying: the nature and reasons of the change sought; any likely costs involved (if known); any likely changes to the timing of any works; and any consequential change to other existing plans or specifications ('**Change Request**'). The Receiving Party will respond in writing within 5 business days advising of acceptance or rejection and providing reasons. The parties will act reasonably in assessing and negotiating agreement on impacts and costs and consideration of Change Requests for approval.

19 Insurance

- (a) The Developer must take out and maintain with a reputable insurer of good public standing Public Liability Insurance
- (b) Lynham Networks must take out and maintain with a reputable insurer of good public standing:
 - (i) public liability insurance in respect of individual claims of at least \$20 Million,
 - (ii) workers compensation insurance as required by law,
 - (iii) professional indemnity insurance with an insurer of good standing in respect of individual claims of at least \$10Million.
- (c) Upon request each party must provide the other with a copy of the certificate of currency for any insurance policy it is required to take out pursuant to this agreement.

20 Termination

A party may terminate this Agreement:

- (a) if the other party is subject to an Insolvency Event;

- (b) if the other party is in material breach of a fundamental term of the Agreement and fails to remedy that breach within 1 month of receipt of a written notice to do so; or
- (c) upon notice to the other party if an event of Force Majeure which has been notified occurs and that event prevents or will prevent performance of the Agreement for more than 6 months.

21 Dispute Resolution

If the parties cannot reach agreement on any matter arising under this agreement, a party may issue a notice detailing the dispute to the other party. If the dispute remains unresolved, then 10 business days after the notice, the parties must exchange written summaries of the dispute and within a further 10 business days a senior manager of each party must attempt to resolve the dispute. If the senior managers are unable to resolve the dispute within a further 10 business days or longer period agreed by the parties, either party may refer the dispute for resolution by a person agreed between the parties or if unable to agree, by a person nominated by the President of the Resolution in the State (**Independent Expert**). The parties will cooperate and act reasonably to permit the Independent Expert to resolve the dispute, acting as an expert and not an Arbitrator. The parties will bear equally the costs of the Independent Expert. This clause does not prevent a party applying to a court for urgent interlocutory relief.

22 Miscellaneous

- (a) Each Party must reasonably cooperate and consult with the other in performing their obligations in this Agreement to minimise delays and interruptions to each other's work programs.
- (b) Neither Party may assign or novate this Agreement without the consent in writing of the other Party, provided such consent is not unreasonably withheld.
- (c) Each Party must comply with all applicable Laws regarding occupational health and safety at the Site.
- (d) This Agreement is governed by the law of the Australian Capital Territory (including and applicable Commonwealth law) and the parties submit to the jurisdiction of its courts.
- (e) Each Party may provide notices to the other by their representatives at the addresses for their representatives in the Details. In the case of email, a notice is deemed delivered if a Party:
 - (i) sends the written notice to the listed email address of the other Party in the Details of this Agreement, and does not receive an error indicating the email is undeliverable within 24 hours of sending the notice.
- (f) Each Party represents and warrants it has authority to enter into this Agreement.

- (g) Each Party agrees that this Agreement may consist of any number of counterparts and that each when executed will be an original and all the counterparts together will constitute one and the same instrument.
- (h) Each Party consents to signing of this Agreement by electronic signature and exchange of electronic copies of the Agreement.

Schedule 2 – Dictionary and Interpretation

1 Dictionary

In this agreement, unless the context indicates otherwise:

Access Licence means Schedule 5 and the rights it provides for.

Agreement means this agreement including any Schedules, Attachments and any other document expressly incorporated by reference, all as amended from time to time.

Attachment means a section of this Agreement so titled and identified by a number.

Authority means a Public Authority and/or a Private Authority.

Carriage Service means the same as in the Telco Act.

Carriage Service Provider means the same as in the Telco Act.

Carrier means the same as in the Telco Act.

Carrier Obligations means Lynham Networks' obligations and duties under the Telco Act (including its Schedule 3) and any applicable instrument having force pursuant to the Telco Act including the Telecommunications Code of Practice 1997 and Industry Code C564:2011 Mobile Phone Base Station Deployment, except to the extent that such obligations and duties are lawfully modified or excluded by this Broadband Agreement (including the Access Licence), expressly or by implication.

Carrier Powers means Lynham Networks' rights, powers and immunities under the Telco Act, including its Schedule 3.

Certification means a certification in relation to the Development, the Site, the Developer Works, the Solution, the Facilities or the Network that is required by law and that the law authorises us to certify.

Claim means any claim, demand, action, proceeding or legal process (including by way of set off, cross-claim, counterclaim, or a claim for contribution to or indemnity in respect of, a third party loss).

Common Property means so much of a Site that is common property or community property or held by a neighbourhood association for common user or benefit (however titled or described).

Consequential Loss means:

- (a) economic loss;
- (b) business interruption;
- (c) loss of revenue, profits, actual or potential business opportunities or contracts;

- (d) anticipated savings;
- (e) loss of profits;
- (f) loss of data;
- (g) an obligation to indemnify another person;
- (h) an obligation to contribute to the compensation of loss or damage suffered by another person; and
- (i) consequential loss within the meaning of *Environmental Systems Pty Ltd v Peerless Holdings Pty Ltd* [2008] **VSCA** 26.

Confidential Information means any information that:

- (a) is by its nature confidential;
- (b) is communicated by the disclosing party to the confidant as confidential; or
- (c) the confidant knows or ought to know is confidential, but excludes any information:
 - (d) which the confidant can establish was in the public domain, unless it came into the public domain due to a breach of confidentiality by the confidant or another person; or
 - (e) was independently developed by the confidant.

Corporations Act means the *Corporations Act 2001* (Cth).

Details means Part B of this Agreement.

Developer Works means works to be completed by the Developer and specified in Schedule 3.

Development means the property development described in Item 7 of the Details

Dictionary means this list of defined terms.

Effective Date means the date in item 1 of the Details.

End User means a person who acquires Carriage Services for their own use, and is not a Carrier or a Carriage Service Provider.

End User Product means a telecommunications service that we supply directly to an End User by means of the Network.

End User Site means premises within the development occupied or for occupation by an End User e.g. an apartment, free-standing dwelling or business office.

Facility means any part of the infrastructure of a telecommunications network or any line, equipment, apparatus, tower, mast, dish, antenna, tunnel, duct, hole, pit, pole, transmitter, receiver, power supply, or other structure or thing now or hereafter used, or for use, in or in connection with a telecommunications network, and also

includes any other infrastructure now or hereafter supplied or installed by us under or in connection with the Solution or the Network. Where any such thing is upgraded, updated, added to, supplemented, extended or replaced, the upgrade, update, addition, supplement, extension or replacement is deemed to be a Facility as well.

Force Majeure, in relation to a Party, means any circumstances outside the Party's reasonable control, including act of god, fire, flood, storm, earthquake, war, riot, strike or unforeseen labour dispute, shortage of labour or materials, change of law or regulation, act or omission of any Authority.

GST means goods and services tax under the GST Law.

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

GST Law means the same as in the GST Act.

Insolvency Event means the appointment of an external administrator pursuant to Part 5 of the Corporations Act, unless it is for the purposes of restructuring.

Law means any law, Act, regulation, binding code or industry standard relevant to this Agreement or a Party, as updated or replaced from time to time, and includes a binding direction of an Authority.

Lynham Networks or **we, us**, etc means Lynham Networks Pty Ltd ACN 602 258 337 and its successors, transferees and licensees

Lighting Broadband means the Lynham Networks Pty Ltd functionally separated retail business unit.

Lot means a defined area on a Plan that may lawfully be disposed of, excluding Common Property.

Low-impact Facility means the same as in the Telco Act.

Plan means a plan of subdivision, a strata plan, a strata scheme, a land division plan or equivalent (however titled) in an Australian State or Territory.

MATV means a system whereby one centrally located antenna supplies free-to-air TV signal to multiple locations, and includes the physical infrastructure required to do so.

Network means the telecommunications network established in the Development by the Solution, as extended, upgraded or otherwise modified from time to time.

Non-excludable Rights means:

- (a) in the case of any term, provision, right or remedy that by law cannot be excluded or limited by contract – the whole of that term, provision, right or remedy; and

(b) in the case of any term, provision, right or remedy that by law may be excluded or limited by contract only to an extent – so much of that term, provision, right or remedy as cannot be excluded or limited.

Operate means, in relation to a thing, to install, use, operate, access, inspect, maintain, repair, update, upgrade, supplement, extend or replace that thing, to power that thing by means of existing power available at the Site or newly installed power and to use that thing to provide Carriage Services and/or other services or amenities, whether to persons or premises at (i) the Site or (ii) locations other than the Site.

Owners Corporation means an owners corporation, body corporate, neighbourhood association or other entity (however titled or described) that owns or controls Common Property.

Part means a section of this agreement so titled and identified by a letter of the alphabet.

Party means a party to this agreement, including an Owners Corporation that has passed a Ratification Resolution.

Price Match Policy means a policy in accordance with clause 14.

Private Authority means an authority, administrator, regulator or body that is not a Public Authority but has authority in relation to a Party eg .au Domain Administration Ltd in relation to Australian domain names.

Project Timetable means a timetable for delivery of the Network.

Public Authority means any governmental, semi-governmental, administrative, fiscal, statutory, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Ratification Resolution means a resolution substantially in accordance with clause 4 of Schedule 6.

Resolution Institute means Resolution Institute ACN 008 651 232.

Retail Service Provider or **RSP** means a person who provides Carriage Services to End Users.

Roof means Common Property that is the roof, or adjacent to the roof, of a building or other structure at the Site.

Roof Facility means a Facility installed on a Roof.

Roof Rights means Facilities Rights in relation to a Roof Facility.

Schedule means a section of this Agreement so titled and identified by a number.

Site means any land and/or buildings on which the Development occurs or are comprised in the Development including, without limitation, any rooftop or other common property.

Sold Lot means a Lot that has been subject to a completed sale to a third party.

Solution means the works and outcomes specified in Item 8 in the Details, always excluding the Developer's Works, the Exclusions and considered in light of the Assumptions in Schedule 3.

Telco Act means the *Telecommunications Act 1997*.

WAP means a wireless access point of a make and model determined solely by Lynham Networks to provide among other things community wifi.

2 Interpretation

In this Agreement, unless the context otherwise indicates:

- (a) Headings do not have substantive effect or operation.
- (b) Footnotes have substantive effect and operation.
- (c) If an expression is defined in the Dictionary in this Schedule 2, that is what it means.
- (d) If an expression is defined in the Dictionary, grammatical derivatives of that expression have a corresponding meaning.
- (e) Expressions like 'includes', 'including', 'eg' and 'such as' are not words of limitation. Any examples that follow them are not an exhaustive list.
- (f) A reference to the singular includes the plural and vice versa.
- (g) There is no significance in the use of gender-specific language.
- (h) A 'person' includes any entity which can sue and be sued.
- (i) A 'person' includes any legal successor to or representative of that person.
- (j) Anything that is unenforceable must be read down, to the point of severance if necessary.
- (k) Anything a party can do, it may do through an appropriately authorised representative.
- (l) Any matter in a party's discretion is in its absolute and unfettered discretion.
- (m) A reference to a document includes the document as modified from time to time and any document replacing it.
- (n) The words 'in writing' include any communication sent by letter, fax or email or any other form of communication capable of being read.
- (o) A reference to all or any part of a Law includes that Law as amended, consolidated, re-enacted or replaced from time to time.
- (p) Money amounts are stated in Australian currency and exclusive of any applicable GST unless otherwise specified.

- (q) This Agreement must not be construed against the interests of a Party on the grounds that the Party proposed or drafted all or part of this Agreement.

Schedule 3 – Developer Works, Exclusions and Assumptions

As detailed in Annexure A – Typical Solution Scope and Schematic and including:

1 MDU Developments (including apartments and commercial buildings) the Developer Works include:

- (a) A secure, accessible, clean (dust free), ventilated Mains Comms Room of at least 1400mm (W) x 950mm (D) to be provided with appropriate cooling for active network equipment. The Comms Room needs to be completed, secure and dust free at least 12 weeks prior to first connection and where this dependency is not met, developer acknowledges that availability of Carriage Services to End Users may be delayed
- (b) Minimum 150mm wide vertical cable tray with 100mm tray space required for vertical fibre cabling, minimum 100mm separation with other services
- (c) 2 x DGPO (Dedicated Circuit) to be Installed within Main Comms Rack in the nominated location (typically the basement comms room)
- (d) DGPO to be Installed adjacent to ONT locations for every lot to be connected
- (e) 1 x DGPO (Dedicated Circuit) to be Installed within Weatherproof Cabinet on Roof pathways
- (f) Lead-in conduit (P100 conduit) from site boundary into building as per current Electrical Services drawings (Lynham Networks to connect to lead conduit at site boundary and reticulate to nearest Telstra Pit outside boundary)
- (g) Pathway (P100 conduit and/or 100 mm cable trays) from P100 Lead-in Conduit to Main Comms Rack Location
- (h) Horizontal pathways suitable for fibre installation to each lot to be connected
- (i) Pathways from Main Comms Rack to Weatherproof cabinet on roof
- (j) Penetrations by others (for works associated with (b), (f) and (h) above only)
- (k) Fire stopping by others (for works associated with (b), (f) and (h) above only)
- (l) Internal Equipment Enclosure (IEE) 400w x 400h for every retail / commercial tenancies within apartment building

2 MDU Developments (including apartments and commercial buildings) Lynham Networks Exclusions:

- (a) Not used.

3 Optional Items (applicable if selected in Details)

- (a) MATV over Fibre - For MATV, network boundary is the optical receiver at the ONT location in the case of MATV over fibre or the first wall plate in the living room, in the case of a coaxial solution. In apartment copper cabling, amplifiers (is

required) and wall outlets and power, pathways and building works are by others. Note where MATV is specified and there is no central building a comms lot will generally be required.

- (b) Community Wi-Fi – Horizontal and vertical pathways suitable for cabling and cables to the community Wi-Fi Access Points (WAPs), power and any building works, structural steel, poles, bollards or other non-standard mounting related to WAP installation, if community Wi-Fi is in scope.
- (c) Intercom connectivity – network boundary is at the ONT location. Cabling to Lynham Networks active equipment (i.e. ONT) location, in apartment structured cabling, wall outlets and power (including PoE injectors if required), pathways and building works, fireproofing, integration of the end point systems is by others.
- (d) Essential Services - All cabling for the provision of essential services and Lift to be terminated into RJ45 patch panels within Main Comms Rack.

Schedule 4 – Timetable

1 Design

In the Design Stage, we will mark up the Development's plans to indicate the location of all Facilities (Facilities Plans).

2 Consultation

In the Consultation Stage, we will consult with the Development's builder, engineers and tradespersons to agree and finalise the Facilities Plans and the Installation Timetable.

3 Installation

In the Installation Stage, we will install the Facilities subject to any variations subsequently agreed in relation to the Facilities Plans or the Installation Timetable.

4 Commissioning

In the Commissioning Stage, we will test the Network, correct any identified faults or defects, and commission it.

5 Go-live

When the Network is commissioned, we will give you formal notice that the Network is available to provide Carriage Services to End User Sites in the Development.

6 Connection

From Go-live onwards, End User Sites will be able to access Carriage Services through a Retail Service Provider.

7 Indicative dates (subject to executed Agreements)

Network	Fri 1/03/24	Wed 23/07/25
Design	Tue 17/09/24	Wed 23/10/24
Procurement	Thu 24/10/24	Fri 13/12/24
Start Rough in (when units are at 70%)	Tue 13/05/25	Tue 17/06/25
Completion of Units	Mon 7/07/25	Wed 23/07/25
Installation of Communications Room	Thu 24/10/24	Sat 9/11/24
Commissioning of Communications Room	Fri 1/03/25	Fri 8/03/25

Schedule 5 – Access License

1 Introduction

- (a) Lynham Networks is a Carrier.
- (b) Lynham Networks and Developer have entered the Broadband Agreement.
- (c) This is the Access Licence contemplated by the Broadband Agreement.

2 Facilities Rights

- (a) Licensor grants to Lynham Networks a transferable, sub-licensable, perpetual, irrevocable, royalty-free licence as follows (**Facilities Rights**).
- (b) the Facilities Rights set out in this clause 2 survive the termination or expiry of the Broadband Agreement in any circumstances, and no further consideration or compensation shall be payable in respect the Facilities Rights.
- (c) Access – Network Operations
 - (i) Lynham Networks may Operate the Network and Facilities at the Site (**Network Operations**).
- (d) Access – Common Property
 - (i) For the purpose of Network Operations, Lynham Networks may access and occupy Common Property and use the infrastructure at the Site (including Developer Works). Lynham Networks will have exclusive access to the comms room and all comms lots.
- (e) Access – Lots (other than Sold Lots)
 - (i) For the purpose of Network Operations, Lynham Networks may access Lots that are not Sold Lots.
- (f) Access – Sold Lots
 - (i) For the purpose of Network Operations, Lynham Networks may access Sold Lots subject to any necessary consent of an owner or occupier of the Sold Lot.
 - (ii) Licensor must use its best efforts to procure access by Lynham Networks to a Sold Lot where reasonably necessary for the purpose of Network Operations.

3 Roof Rights

- (a) This clause does not detract from or limit clauses 2(c)(i) or 2(d).
- (b) Licensor acknowledges that:
 - (i) Roof Rights are essential to the Solution and the Network.
 - (ii) A Roof Facility may be impaired by co-location with other equipment that is incompatible or causes interference.

- (iii) Network Operations and the future requirements of the Network will require installation of additional Roof Facilities.
- (c) For the reasons set out in clause 3(b), subject to the overall design of the roof and its use by other non-telco services, Licensor must consult with Lynham Networks before permitting any third party to Operate a Roof Facility and must use best endeavours to ensure that a third party Roof Facility
 - (i) will not compromise Lynham Networks' existing or planned Roof Facilities; and
 - (ii) will leave sufficient Roof capacity for Lynham Networks' future requirements.
- (d) Lynham Networks will require use of 3m x 3m area on the Roof to mount a fixed wireless antenna and must consult with OC and consider visual amenity with respect to the location of Roof Facilities.
- (e) Clause 3(c), is subject to the Telco Act.

4 Lynham Networks' obligations

- (a) In exercising Facilities Rights, Lynham Networks must:
 - (i) comply with the Carrier Obligations and all other all applicable laws;
 - (ii) give Licensor at least 5 days' written notice of the installation of a Facility (other than one required for in the Solution);
 - (iii) comply with Licensor's reasonable rules and directions about safety;
 - (iv) maintain public liability insurance of at least \$20m and provide to Licensor (within 30 days after a request) proof of currency of such insurance;
 - (v) comply with its obligations to Licensor without unreasonable delay; and
 - (vi) except as otherwise stated by the Broadband Agreement – pay its own costs and expenses.

5 Consideration

- (a) Lynham Networks agreement to deliver the Solution is its consideration and Licensor's compensation for the Access Licence.
- (b) Licensor acknowledges that such consideration and compensation are sufficient for all purposes.

6 Licensor's obligations

- (a) Licensor must:
 - (i) give Lynham Networks any assistance it reasonably requires to exercise the Facilities Rights;
 - (ii) not do anything which will prejudice or impair Lynham Networks rights under the Broadband Agreement or this Access Licence;

- (iii) sign any document (e.g. consent to separate power supply or meter; consent to application for local council approval) etc required by Lynham Networks for the purpose of enjoying the Facilities Rights;
- (iv) keep the Common Property in a safe and serviceable condition;
- (v) if the Common Property are to be sold or transferred – notify Lynham Networks of the details of the proposed new owner and notify the proposed new owner of the Access Licence;
- (vi) use its best efforts to ensure that the sale of any part of the Development does not impair Lynham Networks rights under this Access Licence;
- (vii) except as otherwise stated by the Broadband Agreement – pay its own costs and expenses of an in connection with this Access Licence; and
- (viii) indemnify Lynham Networks from and against any harm, loss of or damage to the Network or any Facility as a result of any act or omission of Licensor, any Owners Corporation, or any of their employees, agents, contractors or invitees to a Lot or the Site.

7 Making Good

- (a) If a party (**Defaulting Party**) fails to do anything required of it by this Access Licence (**Default**), the other party (**Innocent Party**) may give the Defaulting Party notice to cure the Default.
- (b) If the Defaulting Party does not cure the Default within 30 days, the Innocent Party may (at its election):
 - (i) cause the Default to be cured and recover its reasonable costs of doing so from the Defaulting Party; or
 - (ii) take any other action available to it under law.

8 Licensor warranties

Licensor warrants that it is the owner of the Site (except for any Sold Lots) and is legally competent to grant this Access Licence.

9 Application of Telco Act

- (a) To the fullest extent under law, the Facilities Rights are an exercise of Carrier Powers. To the extent Carrier Powers do not apply, the Facilities Rights apply by agreement.
- (b) If a Facility is not, or may not be, a Low-impact Facility, Lynham Networks shall have the same rights with respect to it as if it was a Low-Impact Facility and shall enjoy all Carrier Powers.
- (c) Nothing in this Access Licence limits, modifies or excludes Lynham Networks Carrier Powers.

- (d) Licensor waives any right:
 - (i) to receive notice under clause 17, 18 or 19 of Schedule 3 of the Telco Act; and
 - (ii) to object to activities to which those clauses relate.

10 Applicable law and courts

- (a) This Access Licence is subject to, and shall be construed in accordance with, the laws of Victoria, Australia (including applicable Commonwealth laws), and the parties submit to the non-exclusive jurisdiction of the courts of that State in connection with it and disputes arising under or in connection with it.

11 Special Conditions

- (a) Any Special Conditions attached to this Access Licence and signed by the parties:
 - (i) are part of this Access Licence; and
 - (ii) override anything else in this Access Licence except clause 9

12 Definitions

- (a) An expression that is defined by this clause 12 is so defined for the purposes of this Access Licence.
- (b) An expression that is not defined by this clause 12, but is defined by the Broadband Agreement (other than this clause 12) is so defined for the purposes of this Access Licence.
- (c) **Broadband Agreement** means the agreement so titled between Lynham Networks and Developer concerning the Development.
- (d) **Developer** means CORINNA STREET DEVELOPMENTS RR PTY LTD.
- (e) **Development** means 'The Shard' Block 4, 5 & 7 Section 12 Phillip ACT.
- (f) **Facilities Rights** – see clause 2.
- (g) **Licensor** means the person granting this Access Licence.
- (h) **Lynham Networks** means Lynham Networks Pty Ltd ACN 602 258 337 and its successors, transferees and licensees

13 Interpretation

This Access Licence will be interpreted in the same way as the Broadband Agreement.

Schedule 6 – Ratification Resolution

1 Proposed resolution

In consideration of Lynham Networks not suspending performance of its obligations pursuant to clause 10(g) of the Agreement, [owners corporation] accepts Lynham Networks offer in clause 10 of the Agreement.

2 Document tabled

Broadband Agreement (Agreement) dated [date] between [Developer] and Lynham Networks Pty Ltd ACN 602 258 337 regarding 'The Shard' Block 4, 5 & 7 Section 12 Phillip ACT.

3 Noted

It was noted that:

- (a) By virtue of clause 10 of the Agreement, Lynham Networks offers for [owners corporation] to become a party to the Agreement for certain purposes stated in the Agreement.
- (b) By virtue of clause 10 of the Agreement, [owners corporation] can accept that offer by passing the proposed resolution.
- (c) By virtue of clause 10(g) of the Agreement, Lynham Networks may suspend performance of its obligations if [owners corporation] fails to pass the proposed resolution.

4 Resolved

In consideration of Lynham Networks not suspending performance of its obligations pursuant to clause 10(g) of the Agreement, [owners corporation] accepts Lynham Networks offer in clause 10 of the Agreement.

Schedule 7 – Fees and Charges

- 1** Developer Network contribution – \$0
- 2** New Development Fee collection.
 - (a) In accordance with the Commonwealth Government’s Telecommunications In New Developments policy, a New Development Fee of \$300 (inc GST) is payable to Lynham Networks by the first resident to connect a broadband service to each lot at the Development.
- 3** Project Management, Testing, Training and Documentation - Lynham Networks will provide standard Telco Carrier project management, training, testing and documentation comprising project specific schematic, markup of pathways on service drawings, provisioning letter and resident welcome pack. Additional deliverables and other professional services related to the Network installation and detailed in a scope of works between the parties may be agreed and provided on a time and materials basis by Lynham Networks, at the following hourly rates (payable by the Developer to Lynham Networks monthly in arrears on 14 day payment terms) –

(a) Technician, Installer	\$120 per hour
(b) Designer	\$150 per hour
(c) Project Manager	\$170 per hour
(d) Engineer	\$200 per hour

all prices and fees in this Schedule are exclusive of GST. The date of Lynham Networks provisioning letter will be evidence of the date of provisioning of the Network.
- 4** End User Fees – As published on the websites of our retail service providers including our retail business unit, Lightning Broadband.

Annexure E



On-Site Building Management Agreement

Vantage Strata Pty Ltd

ACN 602 359 482

Level 4, 'DKSN No.2', 23 Challis Street, Dickson, ACT 2602

Tel: 02 6171 9700 Email: info@vantagestrata.com.au

[f]

ON-SITE BUILDING MANAGEMENT AGREEMENT


Owners Corporation:	THE OWNERS CORPORATION – UNITS PLAN NO. 16855	
ABN:	74 359 486 862	
Address:	Complex Name: The Shard (268 Units) Street Address: 1 Brewer Street PHILLIP Block: 22 Section: 12	
Telephone:	Email:	
Manager:	Vantage Strata Pty Ltd ACN 602 359 482	Licence No: 184 01909
ABN:	79 602 359 482	
Address:	Address: DKS N 2.0 Level 4, 23 Challis Street. Dickson ACT 2602 Postal Address: PO Box 919, Dickson ACT 2602	
Telephone:	02 6171 9700	Email: info@vantagestrata.com.au
PARTICULARS:		
Commencement Date	20/03/2026	
Initial Term	2 Years	
Annual Fee	\$79,040 (plus GST)	

Fee Review Method	Fixed percentage of 5%
Core Functions	Services set out in clause Error! Reference source not found.
Non-Core Functions	Services set out in clause Error! Reference source not found. and Schedule B to this Agreement.
Additional Services Fees	Fees as set out in Schedule B to this Agreement.
Units Plan	means Units Plan 16855

EXECUTED BY:

Owners Corporation

The common seal of the Owners Corporation was affixed on 20/03/26



in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:

Signature	Signature
Name Milan Popovich	Name
Position Authorised Officer Zapari Property Corinna Street Pty Ltd	Position

Manager

Executed by Vantage Strata Pty Ltd ACN 602 359 482 Licence Number 184 01909 in accordance with Section 127 of the Corporations Act 2001:	
Signature of a Director	
Name of Director Rupert Cullen	
Signed by Rupert Cullen in the presence of	
Signature of witness	Name of signatory, authorised by the Manager
Name of witness	

The Owners Corporation ACKNOWLEDGES & AGREES that:

1. It has read and understood the terms of this Agreement.
2. It agrees to be bound by the terms and conditions of this Agreement.
3. The person(s) executing this Agreement have the legal authority to do so on behalf of the Owners Corporation and have been duly authorised to do so.
4. All information given to the Manager about the property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either.
5. The Owners Corporation has had the opportunity to obtain independent legal advice before entering into this Agreement.

TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement:

Act means the *Unit Titles Act 2001 (ACT)*.

Additional Services Fee means the fees for the Non-Core Functions

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

Annual Fee means the Fee payable for the Core Functions in accordance with this Agreement.

Building Manager has the meaning given in clause 4.2(e).

Commencement Date has the meaning given in the Agreement Particulars.

Common Property has the meaning given in section 13 of the Act.

Core Function means the functions described in clause **Error! Reference source not found.**

Executive Committee has the meaning given in the Management Act.

Fee Review Method has the meaning given in the Agreement Particulars.

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

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

Initial Term has the meaning given in the Agreement Particulars.

Law means any act, ordinance, order, rule, regulation, by-law, code manual or other legislative or subordinate legislative instrument, and includes any industrial agreement, scheme, undertaking, code or award, and also includes any replacement or amendment of any of them from time to time.

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

Non-Core Functions means any work which is not a Core Function.

Service Contract has the meaning given to that term in the Management Act.

Service Contractor has the meaning given to that term in the Management Act.

2 APPOINTMENT AND TERM

2.1 Appointment of Manager

On and from the Commencement Date, the Owners Corporation appoints the Manager, and the Manager accepts the appointment, to perform the Core Functions, and any Non-Core Functions which may be agreed to by the Manager, on the terms and conditions set out in this Agreement.

2.2 Term of Appointment

- (a) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.**, this Agreement remains in force for the Initial Term from the Commencement Date.
- (b) Upon the expiry of the Initial Term the Executive Committee may resolve to re-appoint the Manager for a further terms on terms and conditions to be agreed between the parties,

3 BUILDING MANAGEMENT FEE

3.1 Core functions

The Manager is entitled to be paid the Annual fee For carrying out the Core Functions identified in clauses 6.1 and 6.2.

3.2 Non-Core Functions

If the Manager is required to perform any of the Non-Core Functions as set out clause 6.2 the Additional Services Fee will apply as follows:

- (a) if the non-Core Function is carried out between the hours of 9am and 6 pm Monday to Friday each week, the charge shall be calculated pro rata in 6- minute increments at the rate determined in 'Schedule B'.
- (b) if the non-Core Function is carried out between the hours 6pm and 9am. Monday to Friday, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.
- (c) if the non-Core Function is carried out on a public holiday, on a Saturday or Sunday, the charge shall be calculated pro rata in 6-minute increments at the rate determined in 'Schedule B'.

3.3 Payment

- (a) The Annual Fee and Additional Services Fees are payable monthly in advance, upon receipt of a tax invoice from the Manager.
- (b) The Owners Corporation must pay the Manager within 14 days of receipt of a valid tax invoice.
- (c) The Owners Corporation authorises the Manager to deduct payment of the Annual Fee and Additional Services Fee from the general funds collected by the Manager on behalf of the Owners Corporation if the Owners Corporation fails to pay a tax invoice in accordance with clause **Error! Reference source not found.**.
- (d) The Manager is authorised to deduct monies from any account operated by it on behalf of the Owners Corporation for any monies due and payable to the Manager and for which an account has been rendered to the Owners Corporation but remains unpaid after a period of 14 days.
- (e) The Manager shall be entitled to be reimbursed for all expenditure lawfully incurred in carrying out its functions on behalf of the Owners Corporation, such expenditure includes but is not limited to the cost of engaging courier services, postal charges, filing fees etc.

3.4 Review of On -Site Management Fees

The Annual Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date unless otherwise agreed.

4 OBLIGATIONS AND ACKNOWLEDGMENTS OF THE OWNERS CORPORATION

4.1 Agreement

The Owners Corporation agrees to do the following:

- (a) Revoke in writing and finalise any pre-existing appointment given to any other manager.
- (b) Inform the Manager as soon as practicable of any material changes affecting the Units Plan.
- (c) Meet all obligations imposed by the Management Act for example, maintaining a minimum of \$20m public liability insurance cover as required by section 102 of the Management Act and Regulation 7.
- (d) Pay the Annual Fee and the Additional Services Fee in accordance with clause 3 Reimburse the Manager as indicated in this Agreement.
- (e) Promptly give reasonable instructions to the Manager when requested.
- (f) Immediately notify the Manager of any changes to the contact details of persons on the Executive Committee with whom the Manager may need to liaise.
- (g) At the start of this Agreement ensure, so far as it is reasonably practicable to do so, that the property is in a reasonable state of repair and meets all building requirements of Territory, State (where applicable) and Commonwealth authorities; for example, stairs and balconies are properly constructed and secure, any pool is properly fenced.
- (h) Provide keys or access cards, which will allow the Manager access to all common areas and any areas housing maintenance equipment.
- (i) Provide to the Manager all documents, records, statements, reports sufficient to enable the Manager to carry out its functions under this Agreement.
- (j) Advise the Manager as soon as practicable of any defects with the property which may require repair, replacement, restoration or renewal and make prompt decisions in respect of any work which may need to be undertaken.
- (k) Advise the Manager of any report or information held or known or suspected by the Owners Corporation as to the presence of asbestos on the property.

4.2 Acknowledgements

The Owners Corporation acknowledges that:

- (a) The Manager's contractual obligations are limited to those given or accepted pursuant to this Agreement.

- (b) The authority vested in the Manager by this Agreement extends to the persons employed or engaged by the Manager.
- (c) The Manager assumes no responsibility for the ongoing state of repair of the Units Plan otherwise than when directed in writing to do so, but by negligent act or omission failed to carry out those instructions.
- (d) The Manager is not required to act on instructions which the Manager considers to be unreasonable or unlawful.
- (e) The Manager has allocated a resource (Building Manager) to perform the Core Functions and Non-Core Functions. The Building Manager is an employee of the Manager in whom the Manager over a period of time has invested various resources. Considering this, the Owners Corporation undertakes to refrain from approaching any employees of the Manager to work or contract directly with or for the Owners Corporation. This undertaking is to apply during the term of this Agreement and after the term of the agreement.

5 WARRANTIES AND DUTIES OF THE MANAGER

The Manager warrants that

- (a) The Manager will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner.
- (b) The Agreed Services are included in the Annual Fee.
- (c) In carrying out the Core Functions, and when requested the Non-Core Functions, the Manager will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- (d) The Manager holds a real estate agent's licence under the Agents Act 2003 (ACT) and the licence will be maintained while the Agreement is in force.
- (e) It will act in the best interests of the Owners Corporation unless it is unlawful to do so.
- (f) It will act honestly, fairly and professionally in exercising its functions.
- (g) It ensure that its employees comply with all Laws when exercising functions under this Agreement.
- (h) It will ensure that goods and services obtained on behalf of or supplied to the Owners Corporation are acquired at a competitive price.
- (i) It will keep the Owners Corporation informed of matters in which it acts on behalf of the Owners Corporation by preparing regular reports to the Executive. Reports include information transmitted by email, sent by letter or given verbally.
- (j) It will take out and maintain public liability insurance coverage in the sum of \$20m.
- (k) It will protect and secure all information provided to the Manager be this information specifically relating to the building under management or the personal information

of owners or residents. See the company privacy policy on the following link for further information [Privacy Policy | Vantage Strata](#).

- (l) It will undertake best efforts and all reasonable steps to ensure that personal or other information transmitted electronically is protected, however the Manager cannot be held responsible for events arising from unauthorised access to personal information. See the company privacy policy on the following link for further information [Privacy Policy | Vantage Strata](#).

6 MANAGER'S FUNCTIONS

6.1 General

The Owners Corporation authorises and engages the Manager to perform the Core Functions as identified within this clause. In addition, the Owners Corporation may from time to time request the Manager to perform functions which are non-Core Functions which will be subject to Additional Services Fees as set out in 'Schedule B'.

6.2 On-site Building Management - Core Functions

The following are Core Functions performed on behalf of and in the name of the Owners Corporation as part of the Annual Fee without additional charge:

- (a) **Monitoring of the General Condition of the Building**

The undertaking of regular inspections of the common property to ensure that the required standards of presentation, compliance and maintenance are being met. This shall ensure that the cleaning, repairs and the servicing of utilities are being maintained by the relevant service contractors.

- (b) **Breakdown Repair Management**

- (i) Identify any breakdowns and faults and implement correct rectification measures.
- (ii) Attend to all repair works and maintenance deemed necessary in a timely manner. Any items of expenditure exceeding the prior authorised amount, will be submitted to the Executive Committee for approval, unless such expenditure is considered of an urgent nature to either protect the property, ensure the supply of essential services to the property or to mitigate any further liability.

- (c) **Security Control, Access and Management Services**

Personnel are to be trained in the use of installed proprietary access systems. Access control and general security arrangements will be managed to ensure compliance with the Owners Corporation's requirements.

- (d) **Service Maintenance Contracts**

- (i) Supervision and routine performance monitoring, inspection and vetting of the following maintenance contracts (if applicable) in accordance with standard contract specifications and or the appointed service company's

standard contract provisions. Any shortfalls in service standards will be addressed with the contractors concerned.

- A. Lift Services
 - B. Mechanical Plant and Air Conditioning systems
 - C. Building Automation and Control systems
 - D. Electrical systems
 - E. Fire and Evacuation systems
 - F. Electronic monitoring and Access Control systems (hard key and electronic)
 - G. Entry doors and Roller doors
 - H. Cleaning and window cleaning services
 - I. All other contracts that are necessary for the proper operation of day-to-day core building services
- (ii) All service maintenance specifications and contract terms are to be approved in writing by the Executive Committee of the Owners Corporation prior to execution.
- (e) Physical Management – Specific Duties
- (i) Report of any repairs that are required to Common Property over and above maintenance requirements under Service Contracts.
 - (ii) Property inspections shall be undertaken to confirm plant start up and correct operation, including the inspection of common areas and assessment of cleaning standards.
 - (iii) All reasonable steps will be undertaken to ensure safe, clean conditions and orderly operation of common/public areas of the building.
 - (iv) The inspection of toilets, lifts, car park, lobbies, fire stairs/doors and all other non-tenancy areas (plant rooms, communications and electrical risers/rooms).
 - (v) Liaising with contractors on service-related matters.
 - (vi) Facilitating the attendance of all maintenance and Service Contractors and overseeing the performance of these contractors.
 - (vii) Provision of a monthly report on the building, including maintenance undertaken, incidents and maintenance required.
 - (viii) Maintenance of risk management and compliance documentation.
 - (ix) Immediately report and record any insurance recoverable event.
 - (x) Facilitate the delivery of minor (non-capital) works to the property.

- (xi) Maintain a register of any out of the ordinary incidents occurring at the building.
- (xii) Maintain a register on the building management portal of complaints related to the Common Property and report any complaints.
- (xiii) Where necessary provide assistance to residents around the use of Common Property.
- (xiv) Maintain a close working relationship with the Executive Committee and the Manager and provide any reasonable information requested.
- (xv) Attend meetings as requested.
- (xvi) Take all reasonable steps to ensure correct and safe work practices are always adopted in the building.
- (xvii) Immediately report to the Manager any hazards or perceived dangers on the Common Property
- (xviii) Monitor and confirm the efficient operation and maintenance of building control systems.
- (xix) Take all reasonable steps to ensure the efficient and professional operation, maintenance and repair of all aspects of the building services, including the mechanical, electrical, vertical transportation, fire protection and other services.
- (xx) If applicable issue and accept the return of swipes/fobs/cards.
- (xxi) Notify the Manager of any keys/fobs/cards that have been issued.
- (xxii) Re-code Security Keys/Fobs/Cards at intervals as required.
- (xxiii) Audit all Security Keys/Fobs/Cards annually.
- (xxiv) Take appropriate action to protect the security of the property by cancelling or re-coding any or all Security Keys/Fobs/Cards as required.
- (xxv) Immediately report any breaches of security to the police, and the Manager.
- (xxvi) Remove uncollected parcels from the onsite parcel locker each day of attendance and store them for safe keeping in the building managers office.
- (xxvii) Maintain a collections register for parcel collected from the building managers office.

(f) Resource Allocation

The Manager shall arrange for a Building Manager to be present at the Property for 19 (Nineteen) hours per week Monday to Friday (excluding weekends and Public Holidays**), to perform the duties outlined above for the common property areas in keeping with the services outlined in clauses 6.1 and 6.2.

Should the aforementioned schedule of hours change, the annual charge will be adjusted accordingly.

****Note:** Some buildings will require attendance for certain essential services on some public holidays, an example is waste collection. If attendance is required, the appropriate charge as per Schedule B will apply.

(g) Building Management Portal

The Manager utilises a building management platform/portal to ensure the successful management of the building. It is imperative that the Owners Corporation is subscribed to the platform/portal as a tool for the On-Site Manager to achieve the required objectives.

6.3 On-Site Building Management - Non-Core Functions

The following are Non-Core Functions which shall be subject to charges as determined in 'Schedule B':

(a) Repairs and Maintenance

- (i) Arranging building inspections and reports for non-routine maintenance and Non-Core Functions work.
- (ii) Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified contractors to undertake non-routine repairs and maintenance and Non-Core Functions work.
- (iii) Attending to out of hours emergency call outs.
- (iv) Project management of capital works authorised by the Executive Committee.

(b) General

- (i) At the direction of the Executive Committee, represent the Owners Corporation in tribunal or court proceedings.
- (ii) Any other services requested by the Owners, which are Non-Core Functions that can be provided by the Manager.

(c) Cost of After-Hours Response

The Manager will be entitled to charge a fee as per Schedule B, for any additional Service that is provided After Hours and not included in the Core Functions.

7 INDEMNITY

- (a) The Owners Corporation acknowledges that the Manager is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Manager may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- (b) The Owners Corporation releases and indemnifies the Manager from:
 - (i) any payments for which the Manager may, arising out of the Manager's provision of the Agreed Services or the Additional Services, render itself legally liable;

- (ii) any claim made against the Manager by any third party arising out of the Manager's provision of the Agreed Services or the Additional Services, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Manager.

8 TERMINATION BY THE OWNERS CORPORATION

8.1 Termination

The Owners Corporation may terminate this Agreement:

- (a) immediately by notice in writing to the Manager if the Manager fails or neglects to carry out the Agreed Services, or any Additional Services which it has agreed to provide, and:
 - (i) the Owners Corporation has given notice in writing requiring the Manager to rectify the breach within 28 days; and
 - (ii) the Manager has failed to rectify the breach;
- (b) immediately by notice in writing to the Manager if the Manager is guilty of gross misconduct or gross negligence in the performance of the Agreed Services, or any Additional Service which it has agreed to provide; or
- (c) immediately by notice in writing to the Manager if the Manager has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

8.2 Consequences of Termination

On termination In accordance with clause **Error! Reference source not found.** under this Agreement and without prejudice to any accrued rights or remedies of either party on demand in writing made by the Manager the Owners Corporation must pay to the Manager the amount being the aggregate of the following:

- (a) any amount already due to it (and not yet paid) under a tax invoice submitted under clause **Error! Reference source not found.**; and
- (b) a reasonable amount in respect of any work performed by it, prior to receipt of the termination notice, which is not covered by any such tax invoice.

9 ENTIRE CONTRACT

This document embodies the entire Agreement between the parties other than any other statutory provisions which impose obligations or duties on either of the parties. This document supersedes any previous negotiations, representations of the parties.

10 SEVERANCE

In the event that any clause or condition in this Agreement is held by a Court or Tribunal to be invalid or unenforceable for any reason whatsoever, that clause or condition shall be read down to the extent necessary to give efficacy to this agreement or otherwise shall be

severed and the remainder of this Agreement shall continue to have full effect and bind the parties accordingly.

11 GOVERNING LAW

This Agreement shall be governed by the laws of the Australian Capital Territory and the parties subject themselves to the exclusive jurisdiction of the Courts and Tribunals of that Territory.

12 GST

- (a) Words or expressions used in this clause **Error! Reference source not found.**, or elsewhere in this Agreement, that are defined in the GST Act, have the same meaning in this Agreement.
- (b) All amounts expressed in this Agreement are exclusive of GST.
- (c) If the Manager incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Manager for that supply is increased by an amount equal to the GST liability that the Manager incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

13 NOTICES

- (a) Unless this Agreement provides to the contrary, a notice in connection with this Agreement must be in writing and may (in addition to any other lawful or effective means of service) be given or served:
 - (i) by being left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the addressee's address specified in the Agreement Particulars or if the addressee notifies another address, to that address; or
 - (ii) by e-mail to the addressee's email address specified in the Agreement Particulars or if the addressee notifies another e-mail address, to that e-mail address,provided that a notice in relation to any default, or termination under this Agreement may only be given by post and must not be given by e-mail or any other electronic transmission.
- (b) A notice takes effect from the later of the time it is received and the time specified in it.
- (c) A notice is taken to be received:
 - (i) if by post, on the 4th Business Day after posting; and
 - (ii) if by email, on production of a delivery or read receipt by the computer from which the message was sent which indicates that the message was sent to the email address of the recipient, whichever is received earlier.

SCHEDULE A - B

<u>Item</u>	<u>Charge (Excluding GST)</u>
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Schedule A

Core Functions

All Items	As reflected in clause 6.1 above.
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SCHEDULE B

Non-Core Functions

Monday to Friday between 9am and 6pm	\$180 per hour (rate from 1/7/25), calculated pro rata in 6-minute increments.
Monday to Friday between 6pm and 9am	\$240 per hour, (rate from 1/7/25), calculated pro rata in 6-minute increments.
Public Holiday, Saturday and Sunday	\$240 per hour, (rate from 1/7/25), calculated pro rata in 6-minute increments.

Annexure F



Management Agreement

Vantage Strata Pty Ltd


ACN 602 359 482

DKSN 2.0 Level 4, 23 Challis Street, Dickson ACT 2602

Tel: 02 6171 9700 Email: info@vantagestrata.com.au

OWNERS COPORATION MANAGEMENT AGREEMENT

Owners Corporation:	THE OWNERS CORPORATION – UNITS PLAN NO. 16855	
ABN:	74 359 486 862	
Address:	Complex Name: The Shard (268 Units) Street Address: 1 Brewer Street PHILLIP Block: 22 Section: 12	
Telephone: _____ Email: _____		
Manager:	Vantage Strata Pty Ltd ACN 602 359 482	Licence No: 184 01909
ABN:	79 602 359 482	
Address:	Address: DKS N 2.0 Level 4, 23 Challis Street. Dickson ACT 2602 Postal Address: PO Box 919, Dickson ACT 2602	
Telephone: 02 6171 9700 Email: info@vantagestrata.com.au		
PARTICULARS:		
Commencement Date	20/03/2026	
Initial Term	2 years	
Annual Fee	\$127,300 (plus GST)	

Fee Review Method	Fixed percentage of 5%
Core Functions	Services set out in clause Error! Reference source not found.
Non-Core Functions	Services set out in clause Error! Reference source not found. and Schedule B to this Agreement.
Additional Services Fees	Fees as set out in Schedule B to this Agreement.
Units Plan	means Units Plan 16855
EXECUTED BY:	
Owners Corporation	
<p>The common seal of the Owners Corporation was affixed on 20/03/26</p> <div style="text-align: right;">  </div> <p>in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:</p>	
Signature	Signature
Name Milan Popovich	Name
Position Authorised Officer Zapari Property Corinna Street Pty Ltd	Position
Manager	
Executed by Vantage Strata Pty Ltd ACN 602 359 482 Licence Number 184 01909 in accordance with Section 127 of the Corporations Act 2001:	

Signature of a Director	
Name of Director Rupert Cullen	
Signed by Rupert Cullen in the presence of	
Signature of witness	Name of signatory, authorised by the Manager
Name of witness	

The Owners Corporation 'ACKNOWLEDGES & AGREES' that:

- (a) It has read and understood the terms of this Agreement.
- (b) It agrees to be bound by the terms and conditions of this Agreement.
- (c) The person(s) executing this Agreement have the legal authority to do so on behalf of the Owners Corporation and have been duly authorised to do so.
- (d) So far as it is aware all information given to the Manager about the Units Plan is true and correct.
- (e) The Owners Corporation has had the opportunity to obtain independent legal advice before entering into this Agreement.

TERMS AND CONDITIONS

1 DEFINITIONS

In this Agreement:

Act means the *Unit Titles Act 2001 (ACT)*.

Additional Services Fee means the fees for the Non-Core Functions

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

Annual Fee means the Fee payable for the Core Functions in accordance with this Agreement.

Commencement Date has the meaning given in the Agreement Particulars.

Core Function means the functions described in clause **Error! Reference source not found.**

Executive Committee has the meaning given in the Management Act.

Fee Review Method has the meaning given in the Agreement Particulars.

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

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

Initial Term has the meaning given in the Agreement Particulars.

Law means any act, ordinance, order, rule, regulation, by-law, code manual or other legislative or subordinate legislative instrument, and includes any industrial agreement, scheme, undertaking, code or award, and also includes any replacement or amendment of any of them from time to time.

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

Non-Core Functions means any work which is not a Core Function.

2 APPOINTMENT AND TERM

2.1 Appointment of Manager

On and from the Commencement Date, the Owners Corporation appoints the Manager, and the Manager accepts the appointment, to perform the Core Functions, and any Non-Core Functions which may be agreed to by the Manager, on the terms and conditions set out in this Agreement.

2.2 Term of Appointment

- (a) Subject to clauses **Error! Reference source not found.** and **Error! Reference source not found.**, this Agreement remains in force for the Initial Term from the Commencement Date.
- (b) Unless this Agreement has been terminated in accordance with clause 9, upon the expiry of the Initial Term the Executive Committee may resolve to re-appoint the

Manager for a further term on terms and conditions to be negotiated between the parties.

3 ANNUAL FEE AND ADDITIONAL SERVICES FEE

3.1 Core Functions

The Manager is entitled to be paid the Annual Fee for carrying out the Core Functions identified in clause 6.1.

3.2 Non-Core Functions

If the Manager is required to perform any Non-Core Functions the Additional Services Fee will apply as follows:

- (a) if the Non-Core Function is carried out between the hours of 9am and 6 pm Monday to Friday each week, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.
- (b) if the Non-Core Function is carried out between the hours 6pm and 9am. Monday to Friday, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.
- (c) if the Non-Core Function is carried out on a public holiday, on a Saturday or Sunday, the charge shall be calculated pro rata in 6 minute increments at the rate determined in 'Schedule B'.Payment
- (a) The Annual Fee and Additional Services Fees are payable monthly in advance, upon receipt of a tax invoice from the Manager.
- (b) The Owners Corporation must pay the Manager within 14 days of receipt of a valid tax invoice.
- (c) The Owners Corporation authorises the Manager to deduct payment of the Annual Fee and Additional Services Fee from the general funds collected by the Manager on behalf of the Owners Corporation if the Owners Corporation fails to pay a tax invoice in accordance with clause 3.3(b).
- (d) The Manager is authorised to deduct monies from any account operated by it on behalf of the Owners Corporation for any monies due and payable to the Manager and for which an account has been rendered to the Owners Corporation but remains unpaid after a period of 14 days.
- (e) The Manager shall be entitled to be reimbursed for all expenditure lawfully incurred in carrying out its functions on behalf of the Owners Corporation, such expenditure includes but is not limited to the cost of engaging courier services, postal charges, filing fees etc.

3.4 Review Of Management Fees and Charges

The Annual Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date unless otherwise agreed.

4 OBLIGATIONS AND ACKNOWLEDGMENTS OF THE OWNERS CORPORATION

4.1 Agreement

The Owners Corporation agrees to do the following;

- (a) Revoke in writing and finalise any pre-existing appointment given to any other manager.
- (b) Inform the Manager as soon as practicable of any material changes affecting the Units Plan.
- (c) Meet all obligations imposed by the Management Act which have not or cannot be delegated under this Agreement; for example, maintaining a minimum of \$10m public liability insurance cover as required by section 102 of the Management Act and Regulation 7.
- (d) Pay the Annual Fee and the Additional Services Fee in accordance with clause **Error! Reference source not found.** remuneration as set out in this Agreement.
- (e) Reimburse the Manager as indicated in this Agreement.
- (f) Promptly give reasonable instructions to the Manager when requested.
- (g) Immediately notify the Manager of any changes to the contact details of persons on the Executive Committee with whom the Manager may need to liaise.
- (h) At the start of this Agreement ensure, so far as it is reasonably practicable to do so, that the property is in a reasonable state of repair and meets all building requirements of Territory, State (where applicable) and Commonwealth authorities; for example, stairs and balconies are properly constructed and secure, any pool is properly fenced.
- (i) Provide keys or access cards, which will allow the Manager access to all common areas.
- (j) Provide to the Manager all documents, records, statements sufficient to enable it to carry out its delegated functions under this Agreement or otherwise required by operation of law.
- (k) Provide adequate authority and delegation to the Executive Committee of its powers and functions so as to enable decisions to be made in the best interests of the Owners Corporation between General or other meetings of the Owners Corporation.
- (l) Maintain adequate funds to ensure the present and future financial needs of the Owners Corporation can be met.
- (m) Advise the Manager as soon as practicable of any defects with the Unit Plan which may require repair, replacement, restoration or renewal and make prompt decisions in respect of any work which may need to be undertaken.
- (n) Advise the Manager of any report or information held or known or suspected by the Owners Corporation as to the presence of asbestos on the property.

4.2 Acknowledgements

The Owners Corporation acknowledges that:

- (a) The Manager's contractual obligations are limited to those given or accepted pursuant to this Agreement.
- (b) The authority vested in the Manager by this Agreement extends to the persons employed or engaged by the Manager.
- (c) The Manager assumes no responsibility for the ongoing state of repair of the Units Plan otherwise than when directed in writing to do so, unless by negligent act or omission in failing to carry out those instructions.
- (d) The Manager cannot be held responsible for non-payments of accounts if renewals, notices or accounts or redirection notices are not received and is not liable for interest charges that may accrue as a result. If insufficient funds are held by the Owners Corporation to pay accounts, the Manager is not liable for any charges that may be levied by suppliers.
- (e) The Manager is not required to act on instructions which the Manager considers to be unreasonable or unlawful.

5 WARRANTIES AND DUTIES OF THE MANAGER

The Manager warrants that

- (a) The Manager will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner.
- (b) The Agreed Services are included in the Annual Fee.
- (c) In carrying out the Core Functions, and when requested the Non-Core Functions, the Manager will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- (d) The Manager holds a real estate agent's licence under the Agents Act 2003 (ACT) and the licence will be maintained while the Agreement is in force.
- (e) It will act in the best interests of the Owners Corporation unless it is unlawful to do so. It will act honestly, fairly and professionally in exercising its functions.
- (f) It ensure that its employees comply with all Laws when exercising functions under this Agreement.
- (g) It will ensure that goods and services obtained on behalf of or supplied to the Owners Corporation are acquired at a competitive price.
- (h) It will keep the Owners Corporation informed of matters in which it acts on behalf of the Owners Corporation by preparing regular reports to the Executive. Reports include information transmitted by email, sent by letter or given verbally.

- (i) It will keep and maintain all records relating to transactions carried out by it on behalf of the Owners Corporation and will account to the Owners Corporation for all monies received, paid or disbursed on its behalf.
- (j) It will take out and maintain public liability insurance coverage in the sum of \$20m, or as otherwise required by legislation, for any act or omission in the exercise of its functions which may cause death, injury, loss or damage to the property of anyone.
- (k) Protect and secure all information provided to the Manager be this information specifically relating to the Units Plan under management or the personal information of owners or residents. See the company privacy policy on the following link for further information [Privacy Policy | Vantage Strata](#).
- (l) Use best efforts and take all reasonable steps to ensure that personal or other information transmitted electronically is protected, however the Manager cannot be held responsible for events arising from unauthorised access to personal information. See the company privacy policy on the following link for further information [Privacy Policy | Vantage Strata](#).

6 MANAGER'S FUNCTIONS

6.1 General

The Owners Corporation authorises and engages the Manager to perform the Core Functions as identified within this clause. In addition the Owners Corporation may from time to time request the Manager to perform functions which are Non-Core Functions which will be subject to Additional Services Fees as set out in 'Schedule B'.

6.2 Core Functions

The following are Core Functions performed on behalf of and in the name of the Owners Corporation as part of the Annual Fee without additional charge:

- (a) Accounting and Financial Management
 - (i) Establish and operate a bank account in the name of the Units Plan.
 - (ii) Receive and bank all monies or levies owed.
 - (iii) Pay all invoices by the due date.
 - (iv) Generate and distribute levy and other notices necessary to meet the actual and anticipated financial needs of the Owners Corporation.
 - (v) Provide financial statements to the Executive Committee.
 - (vi) Manage all administrative, sinking and other funds necessary for the efficient running of the Owners Corporation.
 - (vii) Engage professional assistance to facilitate the preparation and lodgement of taxation returns and Business Activity Statements (BAS).

- (viii) Provide reconciled accounts including balance sheets, statements of income and expenditure and levy status reports, which may be required for meetings under the Act.
 - (ix) Invest monies held on behalf of the Owners Corporation as directed by a licensed and qualified third party.
 - (x) Prepare all necessary budgets to enable the Owners Corporation to make informed decisions.
 - (xi) Engage professional assistance to facilitate the issue of notices, letters of demand and related legal action for any monies owed by members or third parties to the Owners Corporation. Any fees relating to the recovery of the debt to be levied against the Owners Corporation and then recovered from the individual owner/s.
 - (xii) Act as treasurer for the Owners Corporation, subject to the authority delegated by the Executive Committee.
- (b) Meetings and Secretarial Support
- (i) Prepare and distribute notices for the Annual General Meeting (AGM).
 - (ii) Prepare all necessary financial statements for presentation at the AGM or any other formal meeting required to be held under the Act.
 - (iii) Prepare and distribute minutes of any meetings.
 - (iv) Provide advice on the conduct of meetings.
 - (v) Arrange facilities and administrative support to enable the meetings to be held in an efficient and timely manner.
 - (vi) Attend the AGM for up to two hours in each calendar year,
 - to be held between Monday and Thursday between the hours of 9am and 7.30pm,
 - to commence no later than 5.30pm,
 - to conclude by 7.30pm,
 - should the meeting overrun these times, a Schedule B charge will apply.
 - (vii) Attend 4 (four) meetings with the Executive Committee for up to 60 minutes in each calendar year,
 - (viii) to be held Monday to Thursday between the hours of 9am and 7.30pm,
 - (ix) to commence no later than 5.30pm,
 - (x) to conclude by 7.30pm,
 - (xi) should the meeting/s overrun these times, a Schedule B charge will apply, additional meetings will be charged at Schedule B rates.
 - (xii) Maintain the corporate register, minute book and electronic rolls.

- (xiii) Correspond on behalf of the Owners Corporation to owners and third parties and maintain appropriate records of such correspondence.
 - (xiv) Retain the common seal and use as appropriately required.
 - (xv) Act as secretary for the Owners Corporation, subject to the authority delegated by the Executive Committee.
 - (xvi) If necessary, arrange for the registration of an ABN (Australia Business Number) and/or registration for GST for the Owners Corporation.
 - (xvii) Electronically store Owners Corporation records, including service and management contracts.
 - (xviii) Act as public officer for the Owners Corporation, subject to the authority delegated by the Executive Committee.
- (c) Advice and Administration
- (i) Provide advice and assistance to the Executive Committee and to members of the Owners Corporation on matters relating to compliance under the Act.
 - (ii) Arrange for appropriate accounting, legal or other professional advice to be obtained in order to protect the interests of the Owners Corporation or individual members with such advice to be at the cost of the Owners Corporation or the members.
 - (iii) Enter contracts on behalf of and bind the Owners Corporation in respect of all necessary dealings with third parties.
 - (iv) The Manager utilises a building management platform or resident portal to optimally manage buildings under management. It is anticipated that the Owners Corporation will subscribe to the resident portal. Once subscribed, the Manager will utilise, manage and maintain the portal on behalf of the Owners Corporation. Should the Owners Corporation opt out from subscribing to the resident portal as nominated by the Manager, the management fees for Core Functions will increase by \$2 per unit per month plus GST.
- (d) Insurance
- (i) Renew insurances from time to time via an appropriately licensed insurance broker.
 - (ii) Provide information to an appropriately licensed insurance broker to assist in preparation and lodgement of routine insurance claims.
 - (iii) Arrange appropriate valuations as may be required to ensure effective insurance coverage.
- (e) Repairs and Maintenance
- (i) Arrange for routine and minor repairs and maintenance of the common property to be carried out by suitably qualified persons.

- (ii) Vantage Strata utilise an outside entity to ensure that the contractors providing a service to the Owners Corporation are compliant in the following areas:
- (iii) Valid ABN
- (iv) Valid Licences (where applicable)
- (v) Public Liability Insurance
- (vi) Professional Indemnity Insurance (if required)
- (vii) Workers' Compensation Insurance
- (viii) The annual charge for this service is currently \$92 + GST and is to be borne by the Owners Corporation.

6.3 Non-Core Functions

The following are Non-Core Functions which shall be subject to the Additional Services Fee:

- (a) Attendances at Courts or Tribunals
 - (i) Where it is necessary to attend a court or tribunal to collect or file documents, appear or give evidence on behalf of the corporation.
 - (ii) Where it is necessary to brief lawyers in connection with proceedings concerning the Owners Corporation or to attend conferences or meetings with witnesses associated with such proceedings.
 - (iii) Preparing records or other documents which may be used in connection with legal or other proceedings involving the Owners Corporation.
- (b) Administrative
 - (i) Assisting and advising the Executive Committee in drafting changes to the Rules of the Owners Corporation.
 - (ii) Any enforcement action which may need to be taken against any member of the Owners Corporation who has failed to comply with any notice of demand or levy or other charge imposed.
 - (iii) Arranging any additional financial or specific purpose reports requested by the Executive Committee.
 - (iv) Arranging for facilities management tasks which are not of a routine nature or attending the Property to deal with an emergency situation which may cause significant loss to the Owners Corporation.
 - (v) Meeting with insurance representatives, loss adjusters or contractors to facilitate works which may be necessary to effect repairs, rectification or restoration of the property.

- (vi) When it is necessary to prepare additional or non-standard notices or correspondence as a result of defaults by members of the Owners Corporation including activities such as referral to a debt collector.
- (vii) Preparation of section 119 certificates and requisitions (billed directly to the applicant) in accordance with section 119 of the Management Act.
- (viii) Preparation of circulars or special publications necessary for the efficient running of the corporation.
- (ix) Attending the AGM or Executive Committee meetings in excess of that provided for as a core function.
- (x) Attending and facilitating general meetings. The cost of general meetings called by individual unit owners, will be recovered directly from those individual owners.
- (xi) Issuing Infringement Notices. Cost to be recovered from the offending party.
- (xii) Corresponding with insurance brokers other than Vantage Strata's preferred broker.
- (xiii) The preparation and provision of 'reminder notices' to those owners in arrears. The Owners Corporation agrees that the manager is to process and address reminder notices to those parties in arrears, as per pricing indicated in 'Schedule B'. (The charge will initially be levied against the Owners Corporation and later recovered from the applicable debtor /owner and credited back to the Owners Corporation).
- (xiv) The manager if applicable, will from time-to-time purchase remotes, swipes and fob's on behalf of the Owners Corporation. These devices will be held in stock by the Manager and issued to owners and residents as required. The related cost will be recovered from owners and residents directly.
- (xv) The management fees quoted under clause 3.1 above, include all correspondence and circulation charges related to those activities. This includes but is not limited to, data, printing, stationery and postage costs. Over and above this, a postage charge will be levied on all other letters posted or hand delivered. In respect of general meetings, this cost will be billed to the party calling the general meeting.
- (xvi) Registering of rules, a fee will be levied as per Schedule B. The standard application fee levied by the Office Of Regulatory Services will apply over and above this fee.
- (xvii) Preparation of BAS (Business Activity Statements) for those Owners Corporations registered for GST, charge as per 'Schedule B'.
- (xviii) Preparation of annual tax return, charge as per 'Schedule B'.
- (xix) Sending of SMS messages under instruction of the Executive Committee, charge as per 'Schedule B'.

- (xx) In the case of an emergency (after 6:00pm Mon – Fri, or on Saturdays, Sundays and Public Holidays) arranging for contractors or relative maintenance personnel to attend.

7 REBATES, COMMISSIONS, REFERRAL FEES OR DISCOUNTS

- (a) Should the Manager enter into a business arrangement with a service provider, whereby the Manager will earn a commission, rebate, referral fee or discount, these arrangements will be disclosed to the Owners Corporation, in accordance with 'Schedule C – Disclosure Schedule'.
- (b) If, during the term of this Agreement, any of the arrangement referred to in clause **Error! Reference source not found.** arises, the Manager will immediately notify the Owners Corporation and act in accordance with the instructions of the Owners Corporation.

8 INDEMNITY

- (a) The Owners Corporation acknowledges that the Manager is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Manager may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- (b) The Owners Corporation releases and indemnifies the Manager from:
 - (i) any payments for which the Manager may, arising out of the Manager's provision of the Agreed Services or the Additional Services, render itself legally liable; and
 - (ii) any claim made against the Manager by any third party arising out of the Manager's provision of the Agreed Services or the Additional Services,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Manager.

9 TERMINATION BY THE OWNERS CORPORATION

9.1 Termination

The Owners Corporation may terminate this Agreement:

- (a) immediately by notice in writing to the Manager if the Manager fails or neglects to carry out the Agreed Services, or any Additional Services which it has agreed to provide, and:
 - (i) the Owners Corporation has given notice in writing requiring the Manager to rectify the breach within 28 days; and
 - (ii) the Manager has failed to rectify the breach;

- (b) immediately by notice in writing to the Manager if the Manager is guilty of gross misconduct or gross negligence in the performance of the Agreed Services, or any Additional Service which it has agreed to provide; or
- (c) immediately by notice in writing to the Manager if the Manager has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business.

9.2 Consequences of Termination

On termination In accordance with clause **Error! Reference source not found.** under this Agreement and without prejudice to any accrued rights or remedies of either party on demand in writing made by the Manager the Owners Corporation must pay to the Manager the amount being the aggregate of the following:

- (a) any amount already due to it (and not yet paid) under a tax invoice submitted under clause **Error! Reference source not found.**; and
- (b) a reasonable amount in respect of any work performed by it, prior to receipt of the termination notice, which is not covered by any such tax invoice.

10 ENTIRE CONTRACT

- 10.1 This document embodies the entire agreement between the parties other than any other statutory provisions which impose obligations or duties on either of the parties. This Agreement supersedes any previous negotiations, representations of the parties.

11 SEVERANCE

In the event that any clause or condition in this Agreement is held by a Court or Tribunal to be invalid or unenforceable for any reason whatsoever, that clause or condition shall be read down to the extent necessary to give efficacy to this agreement or otherwise shall be severed and the remainder of this Agreement shall continue to have full effect and bind the parties accordingly.

12 GOVERNING LAW

This Agreement shall be governed by the laws of the Australian Capital Territory and the parties subject themselves to the exclusive jurisdiction of the Courts and Tribunals of the Australian Capital Territory.

13 GST

- (a) Words or expressions used in this clause **Error! Reference source not found.**, or elsewhere in this Agreement, that are defined in the GST Act, have the same meaning in this Agreement.
- (b) All amounts expressed in this Agreement are exclusive of GST.
- (c) If the Manager incurs a liability to pay GST in connection with a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must

pay to the Manager for that supply is increased by an amount equal to the GST liability that the Manager incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

14 NOTICES

- (a) Unless this Agreement provides to the contrary, a notice in connection with this Agreement must be in writing and may (in addition to any other lawful or effective means of service) be given or served:
- (i) by being left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the addressee's address specified in the Agreement Particulars or if the addressee notifies another address, to that address; or
 - (ii) by e-mail to the addressee's email address specified in the Agreement Particulars or if the addressee notifies another e-mail address, to that e-mail address,
- provided that a notice in relation to any default, or termination under this Agreement may only be given by post and must not be given by e-mail or any other electronic transmission.
- (b) A notice takes effect from the later of the time it is received and the time specified in it.
- (c) A notice is taken to be received:
- (i) if by post, on the 4th Business Day after posting; and
 - (ii) if by email, on production of a delivery or read receipt by the computer from which the message was sent which indicates that the message was sent to the email address of the recipient, whichever is received earlier.

SCHEDULE A - C

<u>Item</u>	<u>Charge (Excluding GST)</u>	
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Schedule A

Core Functions

All Items	As reflected in clause 6.1 above.
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Schedule B

Non Core Functions

Monday to Friday between 9am and 6pm	\$180 per hour (rate from 1/7/25), calculated pro rata in 6-minute increments.
Monday to Friday between 6pm and 9am	\$240 per hour, (rate from 1/7/25), calculated pro rata in 6-minute increments.
Public Holiday, Saturday and Sunday	\$240 per hour, (rate from 1/7/25), calculated pro rata in 6-minute increments.

Non Core Functions Attracting A Flat Rate

Preparation Of Section 119 Certificates	As per the fee prescribed by regulation.	This agreement provides appropriate delegated authority for Vantage to act and produce on
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		behalf of the Owners Corporation all certificates nominated under sections 115 and 119. This certificate is required when a lot sells. It is paid by the seller.
Issuing Of Infringement Notices	\$182.25	Paid to VS by the Owners Corporation and then recovered from the owner by the Owners Corporation.
First Reminder Notice (30 Days in Arrears)	\$50 (As endorsed by ACAT (ACT Civil and Administrative Tribunal)).	Paid to VS by the Owners Corporation and then recovered from the owner by the Owners Corporation via levies
Second Reminder Notice (60 Days in Arrears)	\$50 (As endorsed by ACAT (ACT Civil and Administrative Tribunal)).	Paid to VS by the Owners Corporation and then recovered from the owner by the Owners Corporation via levies.
Third Reminder Notice & Transfer to Debt Collectors (90 Days In Arrears)	\$50 (As endorsed by ACAT (ACT Civil and Administrative Tribunal)).	Paid to VS by the Owners Corporation and then recovered from the owner by the Owners Corporation via levies.
Registering Of Rules at The Office Of Regulatory Services	\$182.25	As implied only charged when By-Laws are registered from time to time.
Preparation Of BAS Return	\$245 per quarterly return from 1/7/25 \$260 per quarterly return from 1/7/26 \$275 per quarterly return from 1/7/27 \$290 per quarterly return from 1/7/28	Only applies if the Owners Corporation is registered for GST. Is only mandatory if the total of the annual levies collected are in excess of \$150K.
Preparation Of Annual Tax Return	\$470 from 1/7/25	As implied, charged for the completion of the annual tax return. VS utilise the services of a

	<p>\$490 from 1/7/26</p> <p>\$510 from 1/7/27</p> <p>\$530 from 1/7/28</p>	<p>registered tax agent for the preparation of the annual return.</p>
Banking, Software & Infrastructure Fee	\$400 per annum	<p>This fee is levied and applied toward offsetting fees/subscription charges incurred in relation to operating and managing the various financial and electronic platforms utilised in the process of providing a technologically advanced suite of services to the Owners Corporation.</p>
Insurance levy (where an event, action or direction precludes or does not allow Vantage Strata to earn a commission or fee from placing insurance)	\$80 per lot per annum	<p>Only applies if the insurance commission is not received, or the policy is not insured through a Disclosed Supplier.</p>

Schedule C - Disclosure Schedule

N/A

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples—permission not unreasonably withheld

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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

Certificate of Currency Residential Strata Insurance Plan

Policy No	HQ0006166365
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	13/03/2026 to 13/03/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16855
Situation	1 BREWER STREET PHILLIP ACT 2606

Cover Selected

Sum Insured

Section 1	Insured Property	
	Building	\$150,000,000
	Common Area Contents	\$1,500,000
	Loss of Rent & Temporary Accommodation (total payable)	\$22,500,000
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$5,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000

insured event	Benefit
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected

Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed

23/03/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



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 167 Block 4,5,7 Section 12
Street Address Phillip
Property Owner Corinna St Developments
Owner's Address

Energy Rating Assessor

Name Sulaiman Akbari [COLA Lic No. 2011217] Company
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 ²)		Loads (area adjusted MJ/m ² /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
6.3	44.7	4.9	140.5	11.9	152.4

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
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	Unit Above	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete & Lightweight Party Wall System	R 2.0 + Sarking	Medium			
Party Wall System	Fire/Sound Rated	Between Units			
Party Wall System	R 2.0 [Fire/Sound]	Unit to Service Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value ⁺	SHGC ⁺	Area (m ²)	*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	4.3	0.58	17.0	
Carpets, Internal Window Coverings and Pelnets (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)	15	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.
Terrain category	Climate 24	
Ventilated skylights		
Seals to windows and doors	Yes	
Exhaust fans without dampers		
Vented downlights	Sealed Lighting	

20-07-2021

Sulaiman Akbari



Certificate of Occupancy and Use

Certificate No.: **B20233693C1**

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 69 (2) of the Building Act 2004.

The building work listed on this certificate has been completed substantially in accordance with the prescribed requirements and is considered fit for occupation and use.

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	22	12	PHILLIP	WODEN VALLEY	Australian Capital Territory
	22	12	PHILLIP	WODEN VALLEY	Australian Capital Territory

Plans
B20233693/A
B20233693/B
B20233693/C
B20233693/D
B20233693/E

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
7a	New	CAR PARK	Construction of Level B4 basement carpark (Excludes B4 Upper)	A		B20233693N1	JWLAND CONSTRUCTION PTY LTD
6	New	SHOP/RETAIL BUILDING	Construction of 2 commercial tenancy on ground floor.	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential Units on ground floor.	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of a carpark, loading dock, waste room etc on ground floor	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of Carpark Units on Level 3	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential units on Level 3 to 9	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential units on Level 10 to 15	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Residential Units on Level 1 & 2	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7a	New	CAR PARK	Construction of Carpark Units on Level 1 & 2	A		B20233693N3	JWLAND CONSTRUCTION PTY LTD
7	New	PUBLIC CARPARK	Construction of Level B4 basement to Level 3 carpark (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD
6	New	SHOP/RETAIL BUILDING	Construction of Ground Floor (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of Level 1 to Roof (STRUCTURE ONLY)	A		B20233693N2	JWLAND CONSTRUCTION PTY LTD

Comments

Important Note:

This building work incorporates an alternative solution to the Building Code of Australia (BCA). Refer to the approval documentation for further information.

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: Paul Moon

Issued on: 12/03/2026

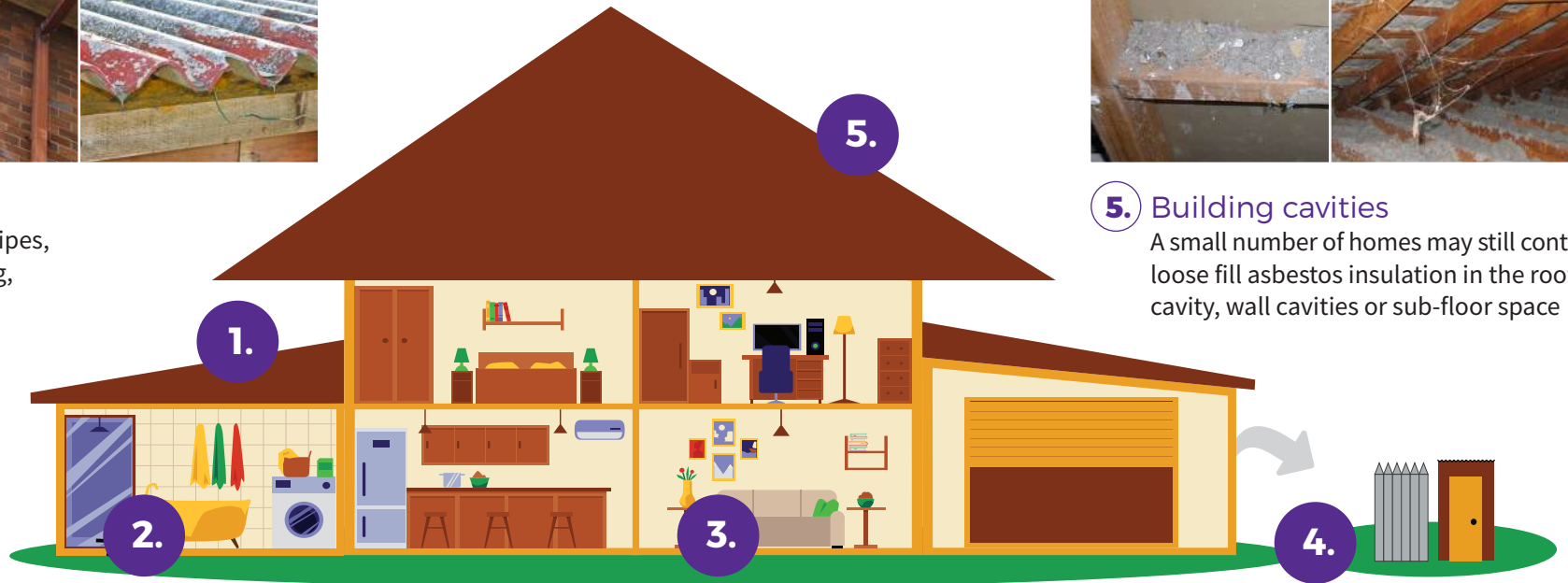
Delegate of the ACT Construction
Occupations Registrar.

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 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.

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

Unit Titles Act means the *Unit Titles Act 2001* (ACT);

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

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

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

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to “section 370” refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to “section 280” refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to “section 306” refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to “section 351” refers to this restriction. 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.

- 4.4 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.

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