

DISCLOSURE STATEMENT – OFF THE PLAN CONTRACTS FOR A UNIT DEVELOPMENT

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

Seller: Turner Investments TTM Pty Ltd ACN 666 817 143

Property: Unit 1 on an unregistered Units Plan, Block 8 Section 60 Division of Turner

Required Information	Comments
<p>A Plan that shows:</p> <ul style="list-style-type: none"> the proposed location and dimensions of the unit in relation to other units and the common property in the units plan; and the internal floor plan of the unit; anything else prescribed by regulation, including the detail (including type and location) of any unit subsidiary for the unit that adjoins the unit (e.g. balcony or courtyard). 	Refer to the Plans attached to this Contract.
Is a building management statement required or proposed for a building, or part of a building, subdivided by the units plan?	No - a building management statement is not required or proposed for the building.
A statement about the proposed use of each unit in the units plan showing the full list of potential authorised uses under the lease for the unit	Each unit in the units plan will be used for residential purposes.
Does the developer propose to restrict the use of a unit to a subset of the potential authorised uses under the lease?	No – the Seller does not intend to restrict any uses to which a unit may be put other than restrictions in the Crown Lease or the Territory Plan.
The proposed schedule of unit entitlement for the units plan	Refer to the budgets for the owners corporation attached to this Contract - the unit entitlements in the Units Plan will be in accordance with the allocations approved by the relevant Authority.
Details of each proposed unit subsidiary in the units plan, including the potential uses of the subsidiary	Refer to the Plans attached to this Contract.
A statement about the potential for, and type of, easements that may be required for the units plan	<p>None other than those disclosed in the Crown Lease or required by legislation.</p> <p>The Seller reserves the right to register any easement, right of way, encumbrance or covenant if required by any Authority.</p>
The proposed rules for the owners corporation for the units plan including any special privilege rule	Refer to the Default Rules attached to this Contract.
<p>Does the developer intend the owners corporation to enter into any contract?</p> <p>If yes, details of any contract the developer intends the owners corporation to enter, including the amount of the buyer's general fund contribution that will be used to service the contract; and any personal or business</p>	<p>Yes – refer to the budgets for the owners corporation and proposed contracts attached to this Contract in relation to the Buyer's general fund contributions to service the contract(s).</p> <p>The Seller discloses that there is no personal or business relationship with any of the other contracting parties (other than as disclosed in the Contract in</p>

relationship between the developer and another party to the contract	connection with any proposed embedded network agreement).
The developer's estimate, based on reasonable grounds, of the buyer's general fund contribution for 2 years after the units plan is registered;	Refer to the budgets for the owners corporation attached to this Contract.
The method proposed for working out the contribution to be paid into the sinking fund by each unit	The Buyer acknowledges that the contributions payable for the general fund and sinking fund for each unit will be in accordance with the <i>Unit Titles Management Act 2011</i> (ACT).
Is a staged development of the units proposed?	No - a staged development is not proposed.
Has Development Approval (DA) been obtained?	Yes
If no, the Seller must provide a statement confirming the current DA status. The Seller must also provide an undertaking to notify the Buyer when the DA is lodged.	Not applicable
If yes, DA details are as follows: <ul style="list-style-type: none"> • DA number; • is the DA subject to any conditions; and • has the DA been lodged. 	DA202342509 (subject to DA amendment) Yes, conditions contained in the Notice of Decision. Yes
In all cases, the Seller must provide a statement about where the Buyer may find further information about the DA including information about how to find information about publicly notified amendments to the DA	The Buyer may find further information about the DA (including any publicly notified amendments) from: <ul style="list-style-type: none"> • Environment, Planning and Sustainable Development Directorate • Website: https://www.planning.act.gov.au/applications-and-assessments/development-applications • Phone: 02 6205 2888 • General Enquiries: 02 6207 1923 • Address: 16 Challis Street, Dickson ACT.
Provision of utility services – will there be any units in the units plan individually metered for the purpose of cold water supply?	The Seller discloses that the utility services for the Units and Owners Corporation are disclosed in the Contract. The Units will not be individually metered for cold water.
Sustainability infrastructure – will there be any facilities provided for charging electric vehicles in the units plan	The Seller does not intend to install sustainability infrastructure, including facilities for charging electric vehicle in the units plan.

Note:

1. The Buyer should seek independent legal advice regarding the information provided in this disclosure statement.
2. The Buyer should be aware of their rights in relation to disclosure statements under Division 2.9.2 of the *Civil Law (Property) Act 2006* (ACT). The Buyer may have the right to rescind a contract for sale in certain circumstances, such as if the disclosure statement is not provided to the Buyer, is provided late, or if the Buyer suffers significant prejudice because of certain, material changes to the matters set out in this disclosure statement. The Buyer should seek independent legal advice in relation to their rights.

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

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	TBD	8	60	Turner
		and known as Unit 1 'Ensemble' 6 Wedge Crescent, Turner ACT 2612				
Seller	Full name	Turner Investments TTM Pty Ltd				
	ACN/ABN	ACN 666 817 143				
	Address	C/- Unit 1, 28 National Circuit, Forrest ACT 2603				
Seller Solicitor	Firm	Terracon Legal				
	Email	conveyancing@terraconlegal.com.au				
	Phone	02 6128 0755	Ref:	Rhys Mitchell		
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	michael@hiveproperty.co				
	Phone	0419 888 627	Ref:	Michael Morris		
	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 this Contract for Sale (if any)				
Goods	Description	Refer to the Inclusions List attached to this Contract for Sale				
Date for Registration of Units Plan	31 March 2027, subject to clause 61(c) of this Contract for Sale					
Date for Completion	Refer to clause 62 of this Contract for Sale					
Electronic Transaction?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			

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

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

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

Seller signature	Buyer signature
Refer to Execution Page	
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660.00 (GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

1 An Agent, authorised by the Seller, may:

- insert:
 - the name and address of, and contact details for, the Buyer;
 - the name and address of, and contact details for, the Buyer Solicitor;
 - the Price;
 - the Date of this Contract,
- insert in, or delete from, the Goods; and
- exchange this Contract.

2 An Agent must not otherwise insert, delete or amend this Contract.

3 **The Agent must not exchange this Contract unless expressly authorised by the Seller or (if a solicitor is acting for the Seller) by the Seller or the Seller Solicitor.**

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

1. Definitions and interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

easement for support or not having the benefit of an easement for support;

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

7. Seller warranties

7.1 The Seller warrants that at the Date of this Contract:

- 7.1.1 the Seller will be able to complete at Completion;
- 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
- 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
- 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

- (a) any written Tenancy Agreement to which this Contract is subject;
- (b) a notice of attornment;
- (c) if applicable, any notice required to be signed by the Seller to transfer the rental bond by the Office of Rental Bonds to the Buyer; and
- (d) if applicable, any other notice required to be signed by the Seller under the Residential Tenancies Act.

9.3.3 The Buyer indemnifies the Seller in relation to any liability which the Seller incurs or to which the Seller is subject under the tenancy because of matters occurring after Completion.

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

- the Stakeholder in trust for the Seller and the Buyer;
- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

- 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

22. Damages for delay in Completion

- 22.1 If Completion does not occur by the Date for Completion, due to the default of either party, the party who is at fault must pay the other party as liquidated damages on Completion:

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

- 22.2 Whether or not percentages are inserted in clauses 22.1.1 or 22.1.2 the party at fault must pay the amount specified in clause 22.1.3 in addition to any other damages to which the party not at fault is entitled both at law and under this Contract.

- 22.3 The parties agree that:

- 22.3.1 the amount of any damages payable under clause 22.1.1 or clause 22.1.2 to the party not in default is a genuine and honest pre-estimate of loss to that party for the delay in Completion, and
22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

- 23.1 The Buyer warrants the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer of the Lease under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

- 23.2 This clause is an essential term.

24. GST

- 24.1 If a party must pay the Price or provide any other consideration to another party under this Contract, GST is not to be added to the Price or amount, unless this Contract provides otherwise.

- 24.2 If the Price is stated in the Schedule to exclude GST and the sale of the Property is a taxable supply, the Buyer must pay to the Seller on Completion an amount equal to the GST payable by the Seller in relation to the supply.

- 24.3 If under this Contract a party (Relevant Party) must make an adjustment, pay an amount to another party (excluding the Price but including the Deposit if it is released or forfeited to the Seller) or pay an amount payable by or to a third party:

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

- 24.4 If this Contract says this sale is the supply of a going concern:

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

31.1 Any adjustment under clause 8 must include an adjustment of the contributions to the Owners Corporation under section 78 and section 89 of the Unit Titles Management Act.

32. Inspection of Unit

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

33. Seller warranties

33.1 The Seller warrants that at the Date of this Contract:

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

33.2 For clauses 33.1.1 to 33.1.4 inclusive, a Seller is taken to have knowledge of a thing if the Seller has actual knowledge, or ought reasonably to have knowledge, of that thing.

33.3 The Seller warrants that at Completion to the Seller's knowledge, there are no circumstances (other than circumstances disclosed in this Contract) in relation to the affairs of the Owners Corporation likely to significantly prejudice the Buyer.

33.4 For the purposes of clause 7, Property includes the Common Property.

33.5 These warranties are in addition to those given in clause 7.

34. Damage or destruction before Completion

34.1 If the Unit is destroyed or substantially damaged before Completion not due to the fault of either party then either party may by notice to the other rescind and clause 21 applies.

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

35.1 The parties must comply with the rules of the Owners Corporation in relation to notification of the sale and purchase of the Unit.

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.
- In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

Warning: The following clauses 53.1 to 53.9 are subject to the Withholding Law, and do not encompass all obligations under the Withholding Law.

- 53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

Unit 1 6 Wedge Crescent, Turner ACT
2612
Block 8 Section 60 Turner

SPECIAL CONDITIONS

54. DEFINITIONS

In this Contract:

- (a) **Arrangements** means:
 - i. the grant of any development approvals in order to undertake and complete the Building Works and the Development on the Land on conditions acceptable to the Seller (including any required statutory approvals);
 - ii. development funding or related financing being obtained; and
 - iii. any other approvals (including any amendment), consents, applications, arrangements registration, permits, authorities, insurances or exemptions being obtained;
- (b) **Arrangements Date** means 30 June 2026;
- (c) **Authority** includes any government or public, governmental, semi-government, local government, administrative, fiscal, statutory or judicial body, department, commission, tribunal, agency, entity or authority and includes a Minister of the Crown (in any right) and any person, body, department, commission, tribunal, agency, entity or authority exercising a power pursuant to any statute or regulation;
- (d) **Builder** means the builder or builders engaged, or to be engaged, by the Seller (in its absolute discretion) to carry out the Building Works;
- (e) **Building** means the building or buildings to be constructed on the Land;
- (f) **Building Works** means the completion by the Seller of all construction works to construct the Development, including the Unit, its unit subsidiaries and all common property as contemplated by the Plans and installation of the Inclusions, subject to the Seller's rights to make variations to the Plans and Inclusions under this Contract;
- (g) **Business Day** means any day on which banks are open for business in Canberra, ACT excluding Saturdays and Sundays;
- (h) **Contract** means this contract including the General Conditions, these special conditions and any schedule, appendix, attachment or annexure;
- (i) **Control** has the same meaning given to it in the *Corporations Act 2001* (Cth);
- (j) **Date for Registration of the Units Plan** means the 'Date for Registration of Units Plan' shown on the Schedule to this Contract (subject to any extensions in accordance with this Contract);
- (k) **Defects Period** means the period of ninety (90) days:
 - i. after Completion; or
 - ii. from the date the Buyer takes occupation,
 whichever is earlier;

- (l) **Development** means the proposed development of the Land substantially in accordance with the Plans (subject to any variations or amendments which may be made under the Contract);
- (m) **General Conditions** means the printed terms of the ACT Law Society Contract for Sale 2024;
- (n) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **Inclusions** means the inclusions listed in the Inclusions List;
- (p) **Inclusions List** means the list of inclusions attached to this Contract;
- (q) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding;
- (r) **Owners Corporation** means the body corporate constituted pursuant to the *Unit Titles Act 2001* (ACT) following registration of the Units Plan of which, the owner of the Land will be a member;
- (s) **Plans** means the plans and specifications (as varied by the Seller from time to time in accordance with the terms of this Contract) a copy of which are attached;
- (t) **Raise Issue** means any of (and any combination of) the following:
 - i. make any claim (for damages or otherwise);
 - ii. make any requisition;
 - iii. object;
 - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - v. retain, or seek to retain, any monies otherwise payable to the Seller;
 - vi. rescind this Contract;
 - vii. terminate this Contract;
 - viii. require works to be undertaken to the Building or Land;
 - ix. require any documents, certificates, approvals or similar; or
 - x. delay Completion.

55. ENTIRE AGREEMENT

- (a) This Contract:
 - i. sets out the entire understanding between the parties concerning the subject matter of this Contract; and
 - ii. supersedes any prior arrangement, contract, agreement advice or material provided to the Buyer.
- (b) The Buyer acknowledges and agrees that it has not relied on any warranty or representation from the Seller, or the Seller's Agent or any other person acting on behalf of the Seller concerning the Property.

56. ARRANGEMENTS

- (a) The Seller must use reasonable endeavours to obtain the Arrangements by the Arrangements Date.
- (b) If any Arrangements or the Condition have not been obtained by the Arrangements Date or become incapable of being obtained or are reasonably unlikely to be obtained by the Arrangements Date, then the Seller may in its sole discretion:
 - i. extend the Arrangements Date by giving notice to the Buyer; or
 - ii. rescind this Contract in accordance with clause 21, subject to the requirements of Part 2A of the Sale of Residential Property Act.
- (c) Any extension of the Arrangements Date in accordance with this clause 56 will automatically, and without further notice to the Buyer, extend the Units Plan Registration Date by an equivalent period.

57. CONSTRUCTION DELAYS

- (a) Subject to compliance with any legislative requirements, if the Seller, or the Builder are prevented from completing the Building Works due to anything outside of the control of the Seller (**Delay**), the Seller may rescind this Contract by providing written notice to the Buyer if the Delay continues for longer than 90 days provided the Seller has taken reasonable steps to remove or rectify the cause of the Delay.
- (b) Nothing in this clause 57(a) requires the Seller to commence legal proceedings to remove the cause of the Delay.

58. CONSTRUCTION OF UNITS

- (a) The Seller is solely responsible for:
 - i. procuring the construction of the Building Works on the Land, to complete construction of the Unit; and
 - ii. installing the Inclusions in the Unit and the Building.
- (b) The Seller has engaged, or will engage, the Builder to undertake the Building Works substantially in accordance with the Plans and Inclusions in a proper and workmanlike manner.
- (c) In addition to clause 37.5 of the Contract, the Seller may make variations to:
 - i. the Plans (including, without limitation, variations to the configuration of the Unit to accommodate services, riser ducts and structures) provided those variations:
 - 1. are in the Seller's reasonable opinion necessary to comply with the National Construction Code or any other law; or
 - 2. are required by any Authority,and do not:
 - 3. reduce the area of the Unit by more than 5%; or

- 4. result in any room or unit subsidiary being deleted;
 - ii. the layout of the Unit to accommodate services, riser ducts and other structures arising out of final detailed design;
 - iii. the Inclusions, provided that the inclusions provided on Completion are of similar value and quality;
 - iv. the energy efficiency rating of the Unit to accommodate any variations arising out of this clause 58 or clause 37.5 of this Contract; and
 - v. the Building, provided that the variation does not alter the location of the Unit.
- (d) Regarding the area of the Unit:
- i. the areas shown on the Plans have been calculated on a gross floor area basis and are measured from the centreline of any party wall and the external face of any external wall; and
 - ii. the areas that will be shown on the Units Plan once registered are usually measured from the centreline of all walls,
- which means that, because of the different methods of measurement, the areas of the Unit shown on the Plans will generally be greater than the areas of the Unit shown on the registered Units Plan.
- (e) The Buyer must not Raise Issue as a result of any variation, alteration or substitution to the Plans and Inclusions made in accordance with this clause 58.

59. COLOUR SELECTION

- (a) The Buyer acknowledges that there will be no colour selection available for the Unit.
- (b) The Buyer must not Raise Issue in relation to any matters disclosed in this clause 59.

60. VARIATION WORKS

- (a) This clause 60 applies if the Seller and Buyer agree in writing that additional works are to be undertaken to the Unit by the Builder which are not included in the Plans and Inclusions (**Variation Works**).
- (b) The Buyer must pay the agreed cost of any Variation Works (plus GST) on the earlier of:
 - i. this Contract ending (whether by completion, termination, rescission or otherwise);
 - ii. this Contract being assigned by the Buyer in accordance with these special conditions;
 - iii. upon written demand by the Seller;
 - iv. Completion; and
 - v. the Buyer taking access of the Unit.
- (c) Time is of the essence for the payment of any monies due under this clause 60.

61. REGISTRATION OF UNITS PLAN

- (a) The Seller:
 - i. will prepare the Units Plan; and
 - ii. must use reasonable endeavours to register the Units Plan by the Date for Registration of the Units Plan.
- (b) The Seller may extend the Date for Registration of the Units Plan for any delays caused or contributed to by:
 - i. any action, notice or threatened action by any Authority;
 - ii. dispute with any neighbours or surrounding residents;
 - iii. weather preventing the Seller or the Builder from undertaking the Building Works;
 - iv. damage to the Land or works on the Land for which the Seller is not responsible;
 - v. civil action (including strikes, lockouts or riots);
 - vi. outbreak of an epidemic;
 - vii. difficulties in obtaining any of the Arrangements; or
 - viii. any other issue that is outside of the Seller's control.
- (c) The Seller will not be permitted to extend the Date for Registration of the Units Plan under clause 61(b) for a period longer than one (1) year.

62. COMPLETION

- (a) The Date for Completion will be 21 days from the date the Seller provides the Buyer with:
 - i. written notice that the Units Plan has registered; and
 - ii. a copy of the registered Units Plan.
- (b) Completion will take place at the ACT Law Society Settlements Room in Canberra at a time during normal business hours nominated by the Seller unless:
 - i. agreed otherwise by the parties; or
 - ii. settlement is able to be undertaken via the Nominated ELN in accordance with clause 13 of this Contract.

63. ADJUSTMENTS

- (a) The Seller is liable for all Land Charges up to and including the day prior to the date that the Units Plan registers.
- (b) The Buyer is liable for all Land Charges from and including the date that the Units Plan registers.

- (c) If Land Charges are not available on or prior to Completion:
- i. adjustments will be made between the parties based on the Seller's reasonable opinion of the Land Charges;
 - ii. when the Land Charges are made available, the parties will promptly make any necessary adjustment,
- and the Buyer must not Raise Issue with respect to this clause 63 or the unavailability of any assessment for any Land Charges.
- (d) If the Unit is subject to land tax, then the parties just adjust land tax on Completion regardless of whether the Buyer would be liable for land tax or not.

64. DEFECTS

- (a) Prior to Completion:
- i. the Seller will provide the Buyer with the opportunity to inspect the Unit on one (1) occasion (**Pre-Completion Inspection**); and
 - ii. the Buyer will be permitted to provide the Seller with one (1) list of written defects within three (3) days of the Pre-Completion Inspection (**Pre-Completion Defect Notice**).
- (b) The Seller will use reasonable endeavours to rectify any defect notified to the Seller in the Pre-Completion Defect Notice prior to Completion.
- (c) If the Seller cannot remedy the defects in the Pre-Completion Defect Notice prior to Completion, the Buyer must not Raise Issue and any such defects will be completed in accordance with the remainder of this clause 64.
- (d) In addition to the Pre-Completion Defect Notice, the Buyer may make and deliver a written list of defects in the construction of the Unit to the Seller within the Defects Period.
- (e) The Seller must remedy all defects in the Unit due to defective or improper materials or bad workmanship in a proper and workmanlike manner at the Seller's cost:
- i. as soon as reasonably practicable after receiving the notice if the defects concern:
 1. electricity supply or distribution;
 2. sewerage or drainage; or
 3. any area of the Unit where the defect could, or might, lead to damage to any chattels in the Unit or could restrict or interfere with the proper occupation and use of the Unit; and
 - ii. otherwise, within ninety (90) days of the Seller receiving the notice.
- (f) The Seller is not liable to remedy or repair:
- i. any items of equipment within the Unit which are covered by a manufacturer's warranty (the benefit of which is transferred to the Buyer); or

- ii. chips, cracks, marks or stains in paint work, brickwork, tiles, carpets, concrete, painting on walls, ceilings or windows, which are not notified by the Buyer to the Seller prior to Completion.
- (g) The Buyer is only permitted to submit one (1) list of defects during the Defects Period by email only to an email address notified to the Buyer on or before Completion. Submission of the list of defects by any other means will not be accepted.
- (h) The Buyer must provide access to the Seller, the Builder and any tradesman to permit the rectification of any defects.
- (i) The Buyer must not delay Completion due to any minor defects or omission in the construction of the Unit or other buildings or common areas on the Land.

65. NATURAL PRODUCTS AND OTHER FINISHES

- (a) The Buyer acknowledges and agrees that the materials:
 - i. used in construction of the Unit (particularly in the finishes and fittings) may comprise natural products (such as stone, timber and the like);
 - ii. may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
 - iii. may expand, contract, or distort over time as a result of exposure to heat, cold, weather or the like;
 - iv. may mark or stain if exposed to certain substances;
 - v. may be damaged or disfigured by impact or scratching or other means; and
 - vi. may be subject to shade variations and manufacture batching (for example: in carpet, tiles and other finishes).
- (b) The Buyer must not Raise Issue due to any of the occurrences referred to in this clause 65.

66. UNIT NUMBER, CAR PARKING & STORAGE AREAS

- (a) The Buyer acknowledges that:
 - i. the door number, address and unit number of the Unit; and
 - ii. the location of any car parking spaces or storage areas,
shown in this Contract may differ from:
 - iii. the unit number, address and door number; or
 - iv. the location of any car parking spaces or storage areas,
allocated to the Unit in the Units Plan.
- (b) The Buyer must not Raise Issue with a change in the:

- i. unit number, address or door number of the Unit; or
- ii. the location of any car parking spaces or storage areas.

67. DISPLAY AND MARKETING

- (a) If required by the Seller prior to Completion, the Buyer agrees that the Seller or any of their agents may use the Unit for display, marketing and sale purposes.
- (b) The Buyer must not Raise Issue due to the matters disclosed in this clause 67

68. AIR CONDITIONING

The Buyer will be responsible for the repair and maintenance of any air conditioning unit which services the Unit on and from the earlier of:

- (a) Completion; and
- (b) the date which the Buyer begins to occupy the Unit with the consent of the Seller.

69. SELLER DISCLOSURE – OWNERS CORPORATION

The Seller discloses:

- (a) the Default Rules of the Owners Corporation are attached to this Contract;
- (b) the Seller intends the Owners Corporation to enter into contracts for the provision of services such as body corporate management, cleaning and so on as set out in the budget attached to this Contract (**OC Contracts**);
- (c) aside from the OC Contracts attached to this Contract, the OC Contracts are not available because the Building Works have not been completed as at the Date of this Contract;
- (d) the OC Contracts will not be for a period longer than two (2) years;
- (e) the amount of the Buyer's contribution to the administrative fund of the Owners Corporation will be used to pay the OC Contracts, the details of which are provided in the draft budget attached to this Contract;
- (f) the Seller does not intend the Owners Corporation to enter any OC Contract where the Seller has a personal or business relationship with any party to that contract;
- (g) the estimates provided in this Contract for the Buyer's contribution to the Owners Corporation fund for two (2) years after the Units Plan is registered have been prepared by a professional strata manager and the Seller believes they are based on reasonable grounds (as required by the *Civil Law (Property) Act 2006 (ACT)*);
- (h) the unit number assigned to the Property will be assessed by the relevant Authorities and the address of the Property, including the street number of the Property, may change after the Date of this Contract; and

- (i) the unit entitlements in the Units Plan will be in accordance with the allocations approved by the relevant Authority and the draft budget and levies attached to this Contract are based on an estimate of the unit entitlements.

70. EMBEDDED NETWORK

- (a) The Seller, and the Builder (or either of them) may enter into:
 - i. agreements with utility or service providers for the provision of an embedded network (including, for example, for gas, electricity, telecommunications and internet) (**Embedded Network Agreement**); and
 - ii. one or more Embedded Network Agreements which require the Owners Corporation to enter into similar agreements at its inaugural meeting for the providing of the relevant services or utilities which will not exceed two (2) years.
- (b) The Buyer agrees and acknowledges that:
 - i. any Embedded Network Agreement entered into by the Seller or the Builder may confer benefits on the Seller or the Builder (and a business relationship existing between these parties);
 - ii. some retail service providers choose not to participate in networks provided by a number of wholesale suppliers (excluding NBN); and
 - iii. the Seller, and the Builder are not responsible for the costs incurred by the Buyer for an account or contract terminated because of an embedded network provided under clause 70(a) being unable to support a specific service or utility provider.
- (c) The Seller is not able to attach any proposed Embedded Network Agreement at this stage given the terms have not yet been negotiated or agreed with any service provider as at the Date of this Contract.
- (d) The Seller does not expect any Embedded Network Agreement to result in higher charges for services or utilities payable by the Buyer or Owners Corporation during the term of that agreement.
- (e) The Buyer must not Raise Issue with respect to any Embedded Network Agreement entered into by the Builder, or the Seller.

71. EASEMENTS

- (a) The Seller may register any easement, right of way, encumbrance or covenant required by any Authority.
- (b) The Buyer must not Raise Issue with respect to the existence of any easement, right of way, encumbrance or covenant registered on the title, deposited plan or Units Plan relating to the Unit on Completion that:
 - i. was a requirement of any Authority; or
 - ii. does not otherwise substantially interfere with the Unit or the Buyer's use and enjoyment of the Unit.

72. AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the Property.
- (b) The Buyer indemnifies the Seller against any Claim or demand for commission or remuneration by any person other than the Seller's Agent arising from a breach of the warranty given in clause 72(a) of this Contract.

73. RESTRICTION ON RE-SALES

- (a) The Buyer must not until after Completion sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Unit or any of the Buyer's right or interest in, to or under this Contract without the prior written consent of the Seller (which may be given or withheld in the absolute discretion of the Seller). This is an essential term of the Contract.
- (b) Despite clause 73(a), the Buyer may sell the Unit after the Date of this Contract but prior to Completion only if:
 - i. the Buyer uses the agency services of the Seller's Agent to sell the Unit; and
 - ii. the Unit is not offered for a price lower than the Price on this Contract; and
 - iii. any contract for sale between the Buyer and a purchaser for the Unit must include a clause similar to clause 73 for the benefit of the Seller.
- (c) The Seller may waive the requirements in clause 73(b) on written request from the Buyer in its absolute discretion.

74. BUYER WARRANTY

The Buyer warrants:

- (a) they are not prohibited by any legislation or laws from entering this Contract; and
- (b) that each Buyer has the authority and power to enter this Contract.

75. FIRB APPROVAL

The Buyer warrants to the Seller that it does not require any approvals under the Australian Governments foreign investment policy to acquire the Property and warrants that the Treasurer cannot make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the Property by the Buyer.

76. DEATH & MENTAL ILLNESS

- (a) If the Buyer (or one of the buyers, if there are multiple buyers) dies or becomes mentally ill, then the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.
- (b) If this Contract is rescinded in accordance with this clause 76, then clause 21 will apply.

77. INSOLVENCY EVENT

- (a) For the purposes of this clause 77, an **'Insolvency Event'** will be if the Buyer is declared bankrupt, resolves to go into liquidation, enters into any scheme of arrangement for the benefit of its creditors, or a liquidator, provisional liquidator, receiver, receiver and manager is appointed to it.
- (b) If an Insolvency Event occurs, the Seller will be permitted to terminate this Contract by providing written notice effective immediately and clause 19 will apply.

78. NO CAVEAT

- (a) The Buyer must not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Development, the Land or the land of which the Property forms a part.
- (b) The Buyer irrevocably appoints the Seller and each director, officer and manager of the Seller as its joint and several attorney to sign and lodge a withdrawal of any caveat lodged by the Buyer in breach of clause 78(a).

79. DEPRECIATION

Upon receiving a written request from the Buyer within six (6) months of Completion, the Seller must:

- (a) provide the Buyer with information regarding the cost of capital works to the property in accordance with section 262A(4AJA) of the *Income Assessment Act 1936* (Cth); and
- (b) the Buyer must pay the cost of the Seller's quantity surveyor in providing this information.

80. ASSIGNMENT

- (a) The Buyer must not assign its interest in this Contract without the written consent of the Seller. The Seller may withhold its consent to any proposed assignment in its absolute discretion and, if consent is granted, may impose any conditions on that consent that the Seller's considers appropriate.
- (b) The Seller may assign or transfer its interest or rights and obligations under this Contract to another entity at its sole discretion without the consent of the Buyer. If any assignment or transfer takes place, the Seller will provide the Buyer with written notice as soon as practicable (and the assignment or transfer will not be effective until such notice has been provided to the Buyer).
- (c) For the purposes of this clause 80, "assignment" or "assign" includes a change in effective Control if the Buyer is a company.

81. ASSISTANCE

- (a) The Buyer must perform all acts, or do all things, required under this Contract in a timely manner.
- (b) The Buyer must provide all reasonable assistance to the Seller to assist with the Seller complying with its obligations under this Contract.

82. NON MERGER

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

83. GST WITHHOLDING REGIME

- (a) The RW Amount Information is deleted on page 3 of the General Conditions and the following table is inserted in its place:

Supplier	Name	Turner Investments TTM Pty Ltd		
	ABN	51 666 817 143	Phone	0448 822 096
	Business address	C/- Unit 1, 28 National Circuit, Forrest ACT 2603		
	Email	akenyon@williambuck.com		
Residential Withholding Tax	Supplier's portion of the RW Amount	100%		
	RW Percentage	7%		
	RW Amount (ie the amount that the Buyer is required to pay to the ATO):			
	Is any of the consideration not expressed as an amount in money?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	If 'Yes', the GST inclusive market value of the non-monetary consideration:	Not Applicable		
	Other details (including those required by regulation or the ATO forms):			

- (b) Clause 53 is amended as follows:
 - i. clause 53.1: amend the definition of "RW Amount" to delete "the Buyer must pay" and replace with "must be paid";
 - ii. clause 53.2: delete "no later than 7 days after the Date of this Contract" and replace with "not later than 28 days before the Date for Completion";
 - iii. clauses 53.3 and 53.4: replace "Buyer required to make a withholding payment?" with "RW Amount to be paid";
 - iv. clause 53.6.1: deleted, along with the words "whichever is the earlier";
 - v. clause 53.8: replace "retain" with "provide to the Seller or Seller Solicitor or settlement agent";

- vi. clause 53.9: replace “the Buyer must” with “the Seller must”;
 - vii. clause 53.9.2: Replace “Seller” with “Buyer”.
- (c) The parties agree that the Seller may provide the Buyer with updated RW Amount Information at any time prior to Completion. If provided, the Buyer must within seven (7) days provide the Seller a copy of the withholding notification online form issued to the Buyer by the ATO including the updated RW Amount Information.
- (d) The Buyer and Seller must do all things reasonably necessary to ensure compliance with the requirements under the Withholding Law. If it is necessary to ensure compliance with the Withholding Law and clause 53.6 of the General Conditions, the Buyer appoints the Seller Solicitor as its agent for the purposes of completing any notification required to be given by the Buyer to the ATO.

84. GENERAL

- (a) This Contract cannot be varied, except by a later written document executed by all parties.
- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right.
- (c) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.
- (d) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (e) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non- exclusive jurisdiction of the courts of the State and any courts competent to hear appeals from those courts.
- (f) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause 84(f) has no effect if the severance alters the basic nature of this contract or is contrary to public policy.
- (g) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (h) This Contract is properly executed if each party executes either this document or an identical document.
- (i) In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (j) The provisions of this Contract, which are intended to have application after Completion, continue to apply from Completion and do not merge on completion of this Contract.
- (k) To the extent that the General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

85. NOTICES

- (a) A notice must be in writing and must be given to the recipient by being:
 - i. hand delivered;
 - ii. sent by email;
 - iii. sent by prepaid ordinary mail within Australia; or
 - iv. sent by prepaid Express Post International airmail, if the Address for Service of the sender and recipient are in different countries.
- (b) A notice is given if:
 - i. hand delivered, on the date of delivery;
 - ii. sent by email, at the time that the email is received by the recipient's email server;
 - iii. sent by prepaid ordinary mail within Australia, on the date being three (3) Business Days after the date of posting; or
 - iv. sent by prepaid Express Post International airmail between countries, on the date that is seven (7) Business Days after the date of posting.

86. ELECTRONIC EXECUTION

- (a) The parties each warrant that prior to entering into this Contract, it unconditionally consented to:
 - i. the signature requirements under any law being met; and
 - ii. any other party to this Contract executing it,by any method of signing electronically that the other party uses including signing on an electronic device or by digital signature.
- (b) This Contract may be executed:
 - i. in a number of counterparts by a party; and
 - ii. by the parties on separate counterparts.

87. GENERAL CONDITION AMENDMENTS

To the extent as permitted by law, the General Conditions are amended as follows:

- (a) clause 2.3 is amended by deleting the words "or in cash (up to \$3,000)" and inserting in its place "electronic funds transfer (noting payment is received once cleared in the recipient's account and not at the time of transfer from the payee's account)";
- (b) clause 2.6 is amended by deleting the words "or in cash (up to \$200)";
- (c) clauses 4.2 to clause 4.5 (inclusive) are deleted;

- (d) clauses 8.2 to 8.5 (inclusive) are deleted;
- (e) clause 10.1 is deleted;
- (f) clauses 12.1.3 to 12.1.5 (inclusive) are deleted;
- (g) clause 13.6 is amended by deleting the words 'within 7 days of the Effective Date' and inserting 'no later than 14 days before the Date for Completion';
- (h) clause 13.7 is deleted;
- (i) clause 13.9 is deleted;
- (j) clauses 13.10.1 and 13.10.2 (inclusive) are deleted in their entirety;
- (k) clause 14 is deleted;
- (l) clause 16 is deleted;
- (m) clause 17.1.1(a) is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
- (n) clause 17.1.2(a) is amended by deleting the words '5% of the Price' and inserting '\$1,000.00';
- (o) clause 22.1.1 is deleted;
- (p) clause 22.1.2 the words "date 7 days after the" are deleted;
- (q) clause 22.1.3 is amended by replacing the words "if Completion occurs later than 7 days after the Date for Completion" with ", however, this clause 22.1.3 does not apply for the benefit of the Buyer";
- (r) clause 33 is deleted;
- (s) clauses 37.3 to 37.8 (inclusive), and 37.10 are deleted;
- (t) clauses 38 to 39 (inclusive) are deleted;
- (u) clauses 40 to 50 (inclusive) are deleted.

88. DIRECTOR GUARANTEE AND INDEMNITY

- (a) If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (**Guarantee & Indemnity Deed**).
- (b) If any Guarantor has not signed the Guarantee & Indemnity Deed within seven (7) days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

ANNEXURE A – GUARANTEE & INDEMNITY

In this Deed:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.
- (c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.
- (d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (b).
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:
 - i. the death, bankruptcy or liquidation of any Guarantor;
 - ii. the resignation of any Guarantor as a director of the Buyer;
 - iii. any waiver or extension of time granted from the Seller to the Buyer;
 - iv. the Contract being held invalid or incomplete for any reason;
 - v. Completion of the Contract; or
 - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

Executed as a Deed

DATED:

SIGNED AND SEALED by the **GUARANTOR** in
the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

SIGNED AND SEALED by the **GUARANTOR** in
the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

EXECUTION PAGE

Seller

EXECUTED by **TURNER INVESTMENTS
TTM PTY LTD ACN 666 817 143** in
accordance with section 127 of the
Corporations Act 2001 (Cth):

Signature of Director/Company Secretary

Signature of Director

Name of Director/Company Secretary

Name of Director

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:



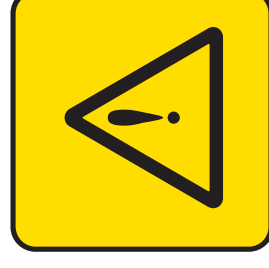
Broken or in poor condition



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

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Turner Section 60 Block 8 on Deposited Plan 297

Lease commenced on 15/11/1955, granted on 04/04/1956, terminating on 14/11/2054

Area is 816 square metres or thereabouts

Proprietor

TURNER INVESTMENTS TTM PTY LTD

27 WANDOO STREET, O'CONNOR ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 41 Folio 4095**

Restrictions

Purpose Clause: Refer Crown Lease

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

Registered Date	Dealing Number	Description
03/08/2023	3261084	Mortgage to BEYOND BANK AUSTRALIA LIMITED (ACN: 087 651 143)

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
202342509	Development Application	14/12/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	10/05/2024

Description

PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR MULTI TOWNHOUSE DEVELOPMENT - demolition of the existing dwelling, construction of 3 three storey townhouses, basement, garages, driveway works, landscaping and associated works.

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



Product	Title Details
Date/Time	04/02/2026 10:02AM
Customer Reference	
Order ID	20260204000332
Cost	\$35.00

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
202342514	Development Application	14/12/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	02/04/2025

Description

PLANNING & DEVELOPMENT ACT 2007 - LEASE VARIATION - To vary the Crown lease by specifying a maximum of three dwellings.

CANTONMENT
CENTRAL OFFICE OF TITLE OFFICER

Entered in Register Book Vol. 41 Folio 4095

D. Harris Deputy Registrar of Titles.
23.4.56

THE COMMONWEALTH OF AUSTRALIA.

Australian Capital Territory.

The City Area Leases Ordinance 1936-1951.

LEASE

GRANTED pursuant to the City Area Leases Ordinance 1936-1951 and the Regulations thereunder on the fourth day of April One thousand nine hundred and fiftysix WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to MYROSLAW MANDRYK of 6 Wedge Crescent Turner in the Australian Capital Territory Technical Officer

(hereinafter called the "Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of _____ acres _____ rods ^{32 1/4}/₃₂ perches or thereabouts and being Block-8 _____ Section-60 _____ Division of Turner _____ as delineated on Sub-divisional Plan Number-297 _____ in the office of the Registrar of Titles at Canberra in the said Territory and being the land shown by pink colour on the plan endorsed hereon RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fifteenth day of November One thousand nine hundred and fiftyfive to be used by the Lessee for residential purposes _____ only YIELDING AND PAYING THEREFOR during the first twenty (20) years of the said term rent at the rate of ten pounds

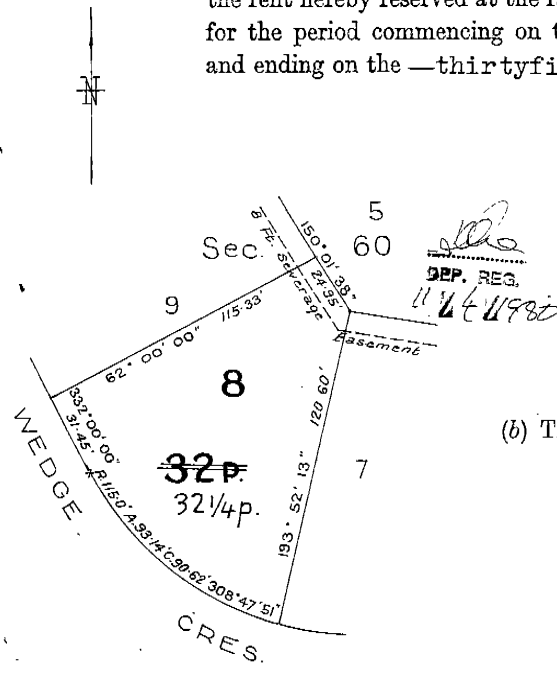
per annum and after the expiration of the said first twenty years during the remainder of the said term rent at the rate of Five pounds per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisalment of the said value under any Statute Ordinance or Regulation.

1 THE lessee covenants with the Commonwealth as follows :-

(a) That the lessee will in respect of the first year of the said term pay to the Minister on behalf of the Commonwealth or to such person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advance without any deduction whatsoever and that the lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid in the following manner namely in advance for the period commencing on the fifteenth day of November and ending on the thirtyfirst day of December One thousand nine hundred and fiftysix and thereafter

by quarterly payments in advance on the FIRST day of January the FIRST day of April the FIRST day of July and the FIRST day of October in each year to the Minister or to such person as may from time to time be authorized by the Minister for that purpose at Canberra aforesaid without any deductions whatsoever the first of such quarterly payments to be made on the FIRST day of January One thousand nine hundred and fiftyseven

(b) That the lessee will pay to the Minister on behalf of the Commonwealth or to such person as may be authorized as aforesaid at Canberra in the said Territory as additional rent a sum at the rate of Eight pounds per centum (8%) per annum of rent payable under this lease which may remain unpaid for one calendar month after the day appointed for payment thereof computed from the expiration of the said calendar month to the date upon which such payment is made such additional rent to be added to and paid with the said amount of rent;



4614. R

Scale : 60 Feet to an Inch.

- (c) That the lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister ;
- (d) That the lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land ;
- (e) To use the said land for residential purposes

only ;

- (f) If and whenever the lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the lessee specifying the wants of repairs require the lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with or without carts or other vehicles horses or other animals may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be deemed to be rent payable under this lease and unpaid by the lessee ;
- (g) To permit any person or persons authorized by the Commonwealth or the Minister on behalf of the Commonwealth in that behalf to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the lessee—

- (a) That the lessee may at any time upon payment of all rent and other moneys due to the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land ;
- (b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

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

(a) That if—

- (i) any rent payable under this lease shall remain unpaid for twelve calendar months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not) ; or
- (ii) ~~after completion of a building~~ the said land is at any time not used for a period of two years for the purpose for which this lease is granted ;

the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the lessee in respect of any breach of the covenants on the part of the lessee to be observed or performed ;

- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in paragraph (ii) of sub-clause (a) of this Clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause ;

- (c) If at the expiration of this lease the Minister shall have decided not to subdivide the said land and that it is not required for any Commonwealth purpose and shall have declared the said land to be available for lease the lessee shall be entitled to a further lease of the said land for such further term and at such rent and subject to such conditions (including re-appraisal of rent) as may then be provided or permitted by Statute Ordinance or Regulation. If the Minister shall have decided to subdivide the said land the lessee shall be entitled to a lease under the Statutes Ordinances and Regulations then in force of any one block which forms part of the said land and which the Minister shall have declared to be available for lease ;
- (d) That in this lease the expression "Minister" shall mean the Minister of State of the Commonwealth for the time being administering the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor or the member of the Executive Council of the Commonwealth for the time being performing the duties of such Minister and shall include the authority or person for the time being authorized by the Minister or by law to exercise the powers and functions of the Minister under the *City Area Leases Ordinance 1936-1951* including any amendments thereof or any Statute or Ordinance substituted therefor ;
- (e) That any notice requirement demand consent or other communication to be given to or served upon the lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or at the usual or last-known address of the lessee or affixed in a conspicuous position on the said land ;
- (f) That if the lessee shall consist of one person the word "Lessee" shall where the context so admits or requires be deemed to include the lessee and the executors administrators and assigns of the lessee ;
- (g) That if the lessee shall consist of two or more persons the word "Lessee" shall where the context so admits or requires in the case of a tenancy in common be deemed to include the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and the administrators executors and assigns of the survivor of them ;
- (h) That if the lessee shall be a corporation the word "Lessee" shall where the context so admits or requires be deemed to include such corporation and its successors and assigns.
- (i) That Section 28A of the *City Area Leases Ordinance 1936-1951* shall apply to this lease.

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

SIGNED SEALED AND DELIVERED }
 by JOHN NOBLE CORE ROGERS }
 delegate of the Minister of State for }
 the Interior of the Commonwealth of }
 Australia in the presence of—

J. Rogers

W. Maguire
Public Servant
Canberra

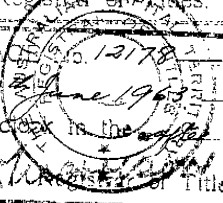
SIGNED SEALED AND DELIVERED }
 by the Lessee in the presence of—

Signature

W. Maguire
Public Servant,
Canberra

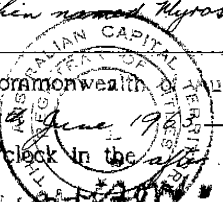
No. 12178 MORTGAGE from the within named Myroslaw Mandryk to Commonwealth of Australia
Produced 17th day 1956 at twenty-five minutes past ten o'clock in the forenoon and entered 14th June 1956 at three minutes past ten o'clock in the forenoon.

W. Martin
Deputy Registrar of Titles



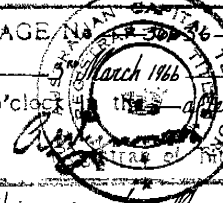
No. 36635 DISCHARGE OF MORTGAGE No. 12178
Produced 28th May 1963 and entered 19th June 1963 at thirty minutes past two o'clock in the afternoon

W. Martin
Registrar of Titles



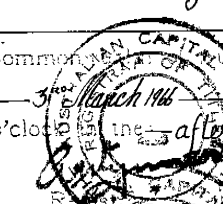
No. 36636 MORTGAGE from the within named Myroslaw Mandryk to Commonwealth of Australia
Produced 28th May 1963 and entered 19th June 1963 at forty minutes past two o'clock in the afternoon

W. Martin
Registrar of Titles



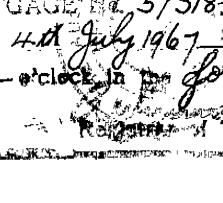
No. 57517 DISCHARGE OF MORTGAGE No. 36636
Produced 2nd March 1966 and entered 3rd March 1966 at thirty minutes past two o'clock in the afternoon

W. Martin
Registrar of Titles



No. 57518 MORTGAGE from the within named Myroslaw Mandryk to Commonwealth of Australia
Produced 2nd March 1966 and entered 3rd March 1966 at forty minutes past two o'clock in the afternoon

W. Martin
Registrar of Titles



No. 69699 DISCHARGE OF MORTGAGE No. 57518
Produced 15th June 1967 and entered 14th July 1967 at five minutes past nine o'clock in the forenoon

W. Martin
Registrar of Titles

REGISTERED AND CERTIFIED
1967



LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	8	Section	60	Suburb	TURNER
-------------	----------	--------------	----------	----------------	-----------	---------------	---------------

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

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

Certificate Number: N/A

Dated:

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

Applicant's Name : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 20246693 - 185151231

Date: 04-FEB-26 10:23:17



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

04-FEB-2026 10:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

TURNER Section 60/Block 8

Area(m2): 816.3
Unimproved Value: \$1,540,000 **Year:** 2025
Subdivision Status: Application not 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

04-FEB-2026 10:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202342514 **Lodged** 14-DEC-23 **Type** See Subclass

-- Application Details -----

Description

PLANNING & DEVELOPMENT ACT 2007 - LEASE VARIATION - To vary the Crown lease by specifying a maximum of three dwellings.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	8-8	

-- Involved Parties -----

Role	Name
Lessee	Turner Investments Ttm Pty Ltd
Applicant	Purdon Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA202342509 **Lodged** 14-DEC-23 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO APPROVED DA202342509-S205B. Amendment to the development application for demolition of the existing dwelling, construction of 3 new three storey town-houses with basement, driveway works, landscaping and associated works. - The amendment is to add POE, NBN and Main Switch, sumps, FSBV, FIP, water meter, adjust vertical circulation spaces, update material and courtyard wall, adjust building setbacks and add piers under the boundary wall and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	8-8	

-- Involved Parties -----

Role	Name
Lessee	Turner Investments Ttm Pty Ltd
Applicant	Yellow Architecture
Representor	Hauff, Colin

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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



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

04-FEB-2026 10:23

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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 -----

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

Proposed Budget & Contribution Schedule For:

6 Wedge Street, Turner

BLOCK 8 SECTION 60 TURNER

Prepared for

Turner Investments TTM PTY LTD

Prepared by

LJ Hooker Strata ACT | July 2024

Estimated Budget – 6 Wedge Street, Turner

Block 8 Section 60 TURNER

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

Item	Year 1	Year 2
BUDGET		
Caretaker - Cleaning & Gardens	\$1,000	\$1,000
Common seal	\$100	\$-
Insurance	\$2,500	\$2,800.00
R&M General	\$500	\$500.00
Sinking Fund forecast	\$300	\$-
Strata Management	\$1,500	\$1,500.00
Electricity	\$400	\$420.00
Total Administrative Fund	\$6,300	\$6,220

No Sinking Fund Budget has been allowed for due to the requirement for the Owners Corporation and there is no requirement for a Sinking Fund Forecast to be obtained due to the number of units within the development.

Estimated Levies – 6 Wedge Street, Turner

Block 8 Section 60 TURNER

The developer's estimate, based on reasonable grounds of the corporation's Administrative Fund budget for 2 years after the units plan is registered.

Unit Number	Assumed Unit Entitlement	Year 1 Contribution	Year 1 Quarterly	Year 2 Contribution	Year 2 Quarterly	Unit Type
1	33	\$2,100	\$525.00	\$2,073	\$518.33	TH
2	33	\$2,100	\$525.00	\$2,073	\$518.33	TH
3	33	\$2,100	\$525.00	\$2,073	\$518.33	TH
TOTAL	100	\$6,300	\$1,575	\$6,220	\$1,555.00	

No Sinking Fund Budget has been allowed as this is not a requirement for a development of this size.

The above schedule is based upon estimates of Unit Entitlements which rely on the sales prices provided at the time of preparing the budget. A licensed valuer will be required to update the actual schedule of entitlements prior to registration.

Pursuant to Section 260 (2) (c) of the Civil Law (Property) Act 2006; The contract for sale of a Unit within a Units Plan before the Unit Plan is registered must include; The developers estimate, based on reasonable grounds, of the buyers general fund contribution for 2 years after the Units Plan is registered.

Inclusions

ENSEMBLE

TURNER

External	
Exterior of building	Brickwork, masonry and light weight cladding (where applicable). As per construction drawings
Roof	Colorbond metal
Fascia and gutter	Colorbond metal
Front door	Aluminium as per EER (FROSTED GLASS?)
Windows and sliding doors	Aluminium as per EER
Door locks	Lockwood (keyed alike where possible)
Concreting	As per plan
Landscaping	As per plan
Tap	External tap within each ground floor courtyard
Internal	
Ceiling height	As per plan. 2900mm – Ground Floor Living, 2650mm Upper Living and 2400mm wet areas.
Internal doors	Flush panel 2040mm high hinged doors throughout
Robe doors	As per colour board
Door handles	Zanda - Epic
Walls	Plasterboard (moisture resistant to wet areas)
Paint work	Paint Finish (as per colour board)
Living Area floors	Engineered Timber Flooring (as per colour board)
Bedrooms and Rumpus	Carpet (as per Colour Board)
Stairs	Timber tread with timber handrail

Heating, Cooling And Hot Water

Ducted reverse cycle heating and cooling	Zoned ducted air conditioning
Hot water system	Instantaneous electric hot water system

Electrical

Master bedroom	Lighting to architects detailed design. LED downlight fitting. Three double power points and one data point
Bedrooms	Lighting to architects detailed design. LED downlight fitting. One double power point
Walk-in robe	Lighting to architects detailed design. LED downlight fitting.
Bathroom and ensuite	Lighting to architects detailed design. LED downlight fitting. Exhaust fan and one double power point
Laundry	Lighting to architects detailed design. LED downlight fitting. Exhaust fan and two double power point
Kitchen	Lighting to architects detailed design. LED downlight fitting. Pendant light above kitchen bench and two double power points
Living/meals area	Lighting to architects detailed design. LED downlight fitting. Two double power points, one TV point and one data outlet.
Power room	Lighting to architects detailed design. LED downlight fitting. One exhaust fan
Stairwell	Lighting to architects detailed design. LED downlight fitting. As required
Hallway	Lighting to architects detailed design. LED downlight fitting
Smoke detectors	As per Australian Standards, hardwired with battery back up
External lights	Lighting to architects detailed design.

Kitchen	
Oven	Miele 60cm Oven (H 2861 B Black) – Two
Cooktop	Miele 80cm Induction cooktop (KM 7474 FL)
Rangehood	90cm Undermount Rangehood
Joinery doors	Timber look laminate (as per colour board)
Joinery carcass	White melamine – water resistant board
Bench tops	60mm Natural Stone (as per colour board)
Cabinet handles	Finger pull handles
Dishwasher	Miele Fully-Integrated Dishwasher (G 5053 SCVI BK)
Integrated Fridge	Fisher and Paykel Integrated Fridge (RS90A1)
Sink	INNOVA – Kova – 870mm Double Sink – Stainless Steel (SRD745)
Tapware	Kova – Arch Sink mixer – (BL9002GM)
Bank of 4 drawers	Cutlery insert to top draw
Bin	Integrated bin 2x40L.
Kitchen splashback	Natural Stone to match kitchen benchtop (as per colour board)
Storage/Linen	
All robes	Standard carcass to all robes
Doors (where applicable)	Laminated sliding doors or hinged door (where applicable)

Bathroom/Ensuite

Vanity	Custom wall hung vanity, undermount basin - Seima - Plati 204 (191470)
Bath (where shown on plan)	INNOVA - 1700mm freestanding bath - Marlo 1700
Shower screen	Frameless Screen.
Mirror	Fixed polished edge mirror above vanity
Toilet suite	Kova -Wall hung toilet Suite (soft close seat) with inbuilt cistern- (KOVAWHP)
Tapware	Element – 3 Piece Wall Mixer with spout (BL3329M) – (Gunmetal)
Shower	Nirvana Shower Rose Gunmetal (BL802701), with New York – Slim Hand shower with bracket – Gunmetal (YSD104GM) and Hot and Cold Taps – Gunmetal (Innova BL3377)
Accessories	Toilet roll holder, towel rail, hand towel rail, mounted toilet brush set and robe hook (Gun metal) Vertical Heated towel rail (HR1000VGM) – Ensuite Only (Gunmetal)
Wall tiling	600x600 full height wall tiles. (as per colour board)
Feature wall tiling	Mosaic full height wall tiles to all shower walls (as per colour board)
Floor tiling	600x600 floor tiles (as per colour board)

Powder Room

Vanity	Custom Wall hung vanity 500mm xxmm INNOVA – New York - undermount basin (B5639MKII)
Tapware	3 Piece Wall Mixer with spout – Gunmetal (Innova BL3377)
Accessories	Toilet roll holder, hand towel rail and mounted toilet brush set (Gun metal)
Mirror	Fixed polished edge to suit vanity
Toilet suite	Kova -Wall hung toilet Suite (soft close seat) with inbuilt cistern- (KOVAWHP)
Wall tiling	600x600 full height wall tiles (as per colour board)
Floor tiling	600x600 floor tiles (as per colour board)

Laundry

Sink	ABI - Seba single sink (10247) - Gunmetal
Washing machine	Hot and cold water connections
Tapware	Innova - Kova Mixer (BL2002)
Wall tiling	Tile skirting and moisture resistant painted plasterboard
Floor tiling	600x600 floor tiles (as per colour board)

Garage

Door	Perforated roller door with two remotes
Floor	Concrete slab floor

CONSTRUCTION

90-day maintenance period
All risk, public liability, construction insurance
Service connection of electricity, water and NBN (excludes any connection fees)
Builders clean on completion
Slab and footings to engineer's specifications
Termite treatment
Common walls with STC acoustic rating separation between townhouses as per BCA/NCC

DISCLAIMER Circle Developments Pty Ltd reserves the right to amend any fixtures and fittings on this inclusion list without notice and reserves the right to substitute any specified inclusions with that of equal or higher quality in the event of unavailability. All items on this inclusion list are to be read in conjunction with the approved plans only. Due to construction factors such as plumbing and ducted service requirements, Circle Developments Pty Ltd reserves the right to make minor changes and adjustments to the plans to ensure satisfactory completion of the project with all the specified inclusions. THE PLANS OR INCLUSIONS LIST CANNOT BE VARIED OR CHANGED WITHOUT PRIOR WRITTEN APPROVAL AND AGREEMENT BY AND WITH THE BUILDER. Any changes to the inclusions list or any other colour or material selections for any off the plan contracts must be made within 14 days of the contracts exchanging otherwise the standard inclusions listed in this document will apply. To expedite the construction process, it should be generally assumed that any requests for variation to the plans or the inclusions list will be declined. Please note: Window treatments can be quoted and installed prior to settling on the property. This is at the purchasers own expense.

RHYTHM

ENSEMBLETURNER.COM.AU

RESIDENCE

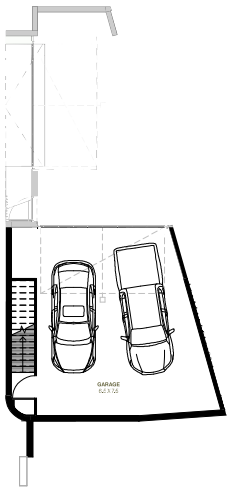
NO.1

ENSEMBLE · TURNER · 2612

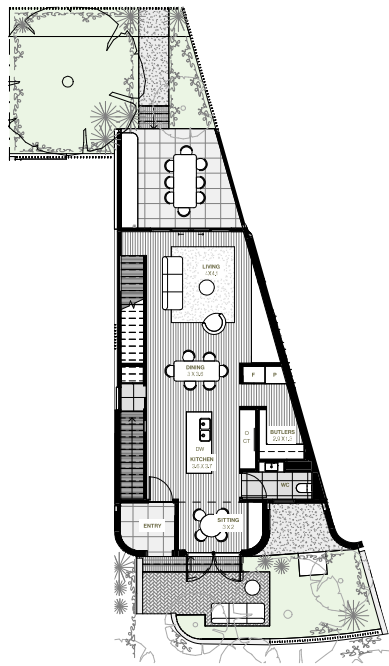
RHYTHM

Ensemble Residence No.1

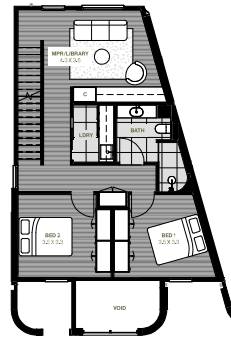
Basement



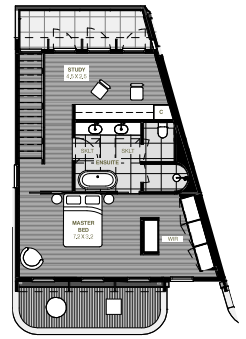
Ground



Level 1

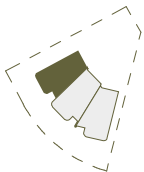


Level 2



0m 0.5 1 2.5 5

1:100



ENSEMBLE TURNER

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

F Integrated fridge
P Pantry
DW Dishwasher
O Oven
CT Cooktop
S Store
C Cupboard
SKLT Skylight

3 Bedrooms
2.5 Bathrooms
2 Car Spaces

Garage 57m²
Balcony 6.5m²
Courtyard 86m²
Living 214m²

Residential energy rating report Non-accredited No. #HR-GPJGOW-01

Generated on 17 Sep 2024 using Hero 4.1

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

Property

Address	1, 6 Wedge Crescent, Turner, ACT, 2612
Lot/DP	Block 8 Section 60
NCC Class*	2
Floor/all Floors	1 of 4 floors
Type	New

Plans

Main Plan	
Prepared by	Yellow Architecture

Construction and environment

Assessed floor area (m ²)*	Exposure Type
Conditioned*	181.5 Open
Unconditioned*	7.1 NatHERS climate zone
Total	237.6 24 - Canberra Airport
Garage	49.0

Rater**

Name	Andrew Pickard
Business name	PowerHaus Engineering
Email	team@powerhausengineering.com.au
Phone	+61 401268558
Declaration of interest	No Conflict of Interest

NCC Requirements

BCA provisions	Volume 1
State/Territory variation	No

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J2D2(2)(a) and (3) of NCC Volume One.

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

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

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

Thermal performance star rating

6.7

star rating

132.8 MJ/m²

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

Thermal performance (MJ/m²)

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	101.0	31.9
Load limits	145	33

Features determining load limits

Floor type (lowest conditioned area)	CSOG
NCC climate zone 1 or 2	N
Outdoor living area	N
Outdoor living area ceiling fan N	N

Whole of Home performance rating

58 out of 100

Verification

To verify this certificate, scan the QR code or visit

<http://www.hero-software.com.au/pdf/HR-GPJGOW-01>.

When using either link, ensure you are visiting <http://www.hero-software.com.au>



* Refer to glossary.

About the ratings

Thermal performance rating

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

Whole of Home performance rating

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

Heating and Cooling Load Limits

Additional information

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

Setting options:

Floor type:

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

NCC climate Zone 1 or 2:

- Yes
- No
- NA - Not Applicable

Outdoor living area:

- Yes
- No
- NA - Not Applicable

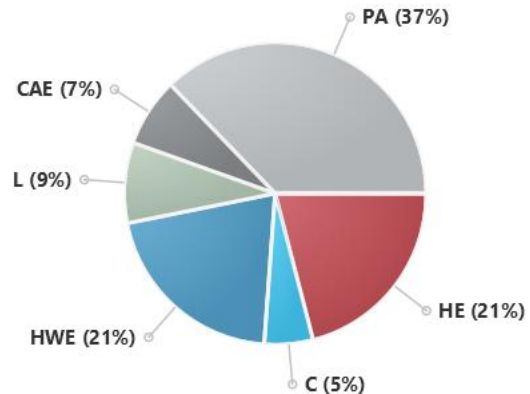
Outdoor living area ceiling fan:

- Yes
- No
- NA - Not Applicable

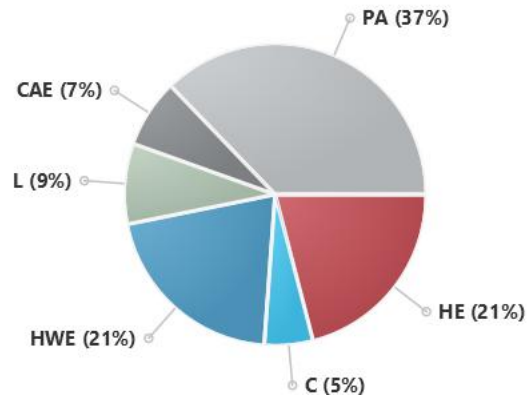
Predicted Whole of Home annual impact by appliance

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

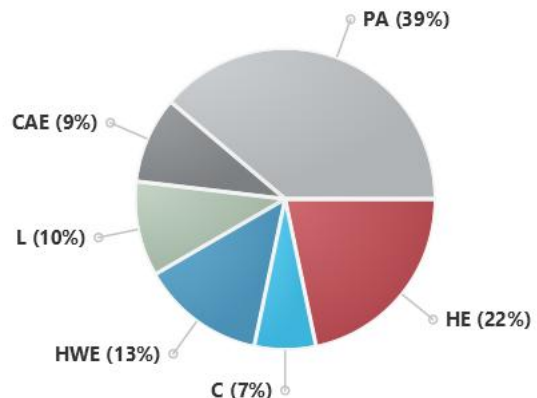
Energy use:



Greenhouse gas emissions:

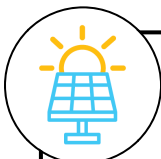


Cost:



Graph Key:

Colour:	Code:	Name:	Fuel type:
Red	HE	Heating	Electric
Light Red	HG	Heating	Gas
Dark Red	HW	Heating	Wood
Light Blue	C	Cooling	Electric
Blue	HWE	Hot water	Electric
Dark Blue	HWG	Hot water	Gas
Light Green	L	Lights	Electric
Light Blue	P	Pool/spa equipment	Electric
Grey	PA	Plug-in appliances	Electric
Dark Grey	CAE	Cooking appliances	Electric
Light Grey	CAG	Cooking appliances	Gas



Predicted onsite renewable energy impact

Your Whole of Home performance rating without onsite renewable energy generation is **58 out of 100**

This home's annual greenhouse emissions:
1117 kg CO2e (with solar)
1117 kg CO2e (without solar)

Predicted annual electricity generated: 0 kWh
 Exported to the grid: 0 %
 Used by the home: 0 %

* Refer to glossary.

Certificate check

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

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

Approval stage		Construction stage		
Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other

Genuine certificate check

Does this Certificate match the one available at the web address or QR code verification link on the front page?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the NatHERS certificate number on the NatHERS-stamped plans match the number on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thermal performance check

Windows and glazed doors

Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

External walls

Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'External wall type table' on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Floor

Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Ceiling penetrations*

Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Ceiling

Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Roof

Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Certificate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Apartment entrance doors (NCC Class 2 assessments only)

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Exposure*

Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Heating and cooling load limits*

Do the load limits settings (shown on page 1) match what is shown on the NatHERS-stamped plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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* Refer to glossary.

Certificate check

Continued

Approval stage		Construction stage		
Assessor checked	Consent authority/surveyor checked	Builder checked	Consent authority/surveyor checked	Occupancy/other

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

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?

Insulation installation method

Has the insulation been installed according to the NCC requirements?

Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?

Whole of Home performance check (not applicable if a Whole of Home assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Certificate?

Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Certificate?

Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?

Does the hot water system meet the additional requirements specified in the NCC?

Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?

Other NCC requirements

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

* Refer to glossary.

Room schedule

Room	Zone Type	Area (m ²)
TH1 Garage	Garage	48.95
Stairs Basement	Unconditioned	7.09
Stairs 1 Ground	Day Time	5.33
Stairs 2 Ground	Day Time	4.56
Pantry	Day Time	5.62
WC	Day Time	3.63
Kit/Liv/Din/Sit	Kitchen/Living	53.18
Bed 2	Bedroom	11.84
Bed 3	Bedroom	11.40
Bath Upper	Day Time	5.82
Laundry	Day Time	4.18
Stairs Upper	Day Time	4.56
Hallway Upper	Day Time	10.67
MPR	Living	15.52
Study	Day Time	12.83
Master Bed	Bedroom	16.81
WIR Master	Night Time	6.40
Ensuite	Day Time	11.21
Hall/Stairs Terrace	Day Time	8.42

Window and glazed door type and performance

Default* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
None					

* Refer to glossary.

Custom* windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
AWS-114-041	Residential Series 758 Sliding Door Tall Rail - Double Glazed	3.67	0.55	0.52	0.58
BRD-093-013	Signature Casement Window 100 - Double Glazed	3.67	0.53	0.50	0.55
BRD-153-001	Essential SW67 Fixed Lite - Double Glazed	3.65	0.53	0.50	0.56

Window and glazed door schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
Bed 2	BRD-153-001	W17	2400	900	Fixed	0	SW	None
Bed 3	BRD-153-001	W16	2400	900	Fixed	0	SW	None
Hall/Stairs Terrace	BRD-093-013	W08	1000	900	Casement	90	NW	None
Hall/Stairs Terrace	BRD-153-001	W04	2900	863	Fixed	0	NE	None
Hallway Upper	BRD-093-013	W09	1000	900	Casement	90	NW	None
Kit/Liv/Din/Sit	BRD-093-013	W18	2900	2200	Hinged Door	90	SW	None
Kit/Liv/Din/Sit	AWS-114-041	W07	2400	3250	Sliding Door	45	NE	OP-70%
Kit/Liv/Din/Sit	BRD-093-013	W20	2400	900	Hinged Door	90	SW	None
MPR	BRD-153-001	W05	2400	1650	Sliding	45	NE	None
MPR	BRD-153-001	W06	2400	900	Fixed	0	NE	None
Master Bed	BRD-153-001	W11	2500	900	Fixed	0	SW	None
Master Bed	BRD-153-001	W12	2500	900	Fixed	0	SW	None
Master Bed	BRD-153-001	W13	2500	900	Fixed	0	SW	None
Stairs 1 Ground	BRD-093-013	W10	1000	900	Casement	90	NW	None
Study	BRD-093-013	W01	2900	900	Hinged Door	90	NE	None
Study	BRD-093-013	W02	2900	900	Hinged Door	90	NE	None
Study	BRD-093-013	W03	2900	900	Hinged Door	90	NE	None
Kit/Liv/Din/Sit	BRD-153-001	W15	2200	2100	Fixed	0	SW	None
WC	BRD-153-001	W19	2400	900	Fixed	0	SW	None

* Refer to glossary.

Window and glazed door *schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orient-ation	Shading device*
WIR Master	BRD-153-001	W14	2500	900	Fixed	0	SW	None

Roof window *type and performance value*

Default* roof windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
None					

Custom* roof windows

Window ID	Window Description	Maximum U-value*	SHGC*	SHGC substitution tolerance ranges	
				lower limit	upper limit
VEL-011-01 W	FS - Fixed Skylight DG 3mm LoE 366 / 8.5mm Argon Gap / 5.36mm Clear La	2.58	0.24	0.23	0.25

Roof window *schedule*

Location	Window ID	Window no.	Opening %	Height (mm)	Width (mm)	Orient-ation	Outdoor shade	Indoor shade
Ensuite	VEL-011-01 W	SKYRW 01	0	1050	2500	WSW	OP-90%	None

Skylight *type and performance*

Skylight ID	Skylight description
None	

Skylight *schedule*

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orient-ation	Outdoor shade	Diffuser	Shaft Reflectance
None								

External door *schedule*

Location	Height (mm)	Width (mm)	Opening %	Orientation
None				

External wall *type*

Wall ID	Wall Type	Solar absorptance	Wall Colour	Bulk insulation (R-value)	Reflective wall wrap*
BV-NONREFL-CAV	Brick Veneer Stud Wall with Non-Reflective Sarking	0.50	Medium	2.50	No

* Refer to glossary.

External wall type

Wall ID	Wall Type	Solar absorptance	Wall Colour	Bulk insulation (R-value)	Reflective wall wrap*
DINCEL 210 Insulated	210mm Fully Core-Filled - Insulated	0.50	Medium	0.00	No
FC-NONREFL-CAV	Fibre-Cement Clad Battened (Non-Refl Cavity) Stud Wall	0.50	Medium	2.50	No
PARTY WALL3	CBMA Firezone party wall system	0.50	Medium	4.00	No

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Bed 2	BV-NONREFL-CAV	2700	3303	NW		No
Bed 2	FC-NONREFL-CAV	2700	2170	SW	2150	Yes
Bed 3	FC-NONREFL-CAV	2700	2218	SW		Yes
Hall/Stairs Terrace	FC-NONREFL-CAV	2800	5492	NW		No
Hall/Stairs Terrace	FC-NONREFL-CAV	2950	863	NE	832	Yes
Hallway Upper	FC-NONREFL-CAV	2700	45	SW		Yes
Hallway Upper	FC-NONREFL-CAV	2700	2191	NW		Yes
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2900	1265	SE		Yes
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2900	1008	S		Yes
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2900	2748	SW		Yes
Kit/Liv/Din/Sit	FC-NONREFL-CAV	2900	2053	NW		Yes
Kit/Liv/Din/Sit	FC-NONREFL-CAV	2900	3852	NE		Yes
Kit/Liv/Din/Sit	FC-NONREFL-CAV	2900	1139	SW		Yes
Kit/Liv/Din/Sit	FC-NONREFL-CAV	2900	402	ESE		Yes
MPR	FC-NONREFL-CAV	2700	3852	NE		Yes
MPR	PARTY WALL3	2700	418	ESE		Yes
Master Bed	FC-NONREFL-CAV	2500	5262	SW	450	No
Master Bed	FC-NONREFL-CAV	2575	3195	NW		No
Stairs 1 Ground	FC-NONREFL-CAV	2900	953	SW		Yes
Stairs 1 Ground	BV-NONREFL-CAV	2900	4346	NW		Yes

* Refer to glossary.

External wall schedule

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* projection (mm)	Vertical shading feature
Stairs 1 Ground	FC-NONREFL-CAV	2900	1252	NW		Yes
Stairs 2 Ground	FC-NONREFL-CAV	2900	953	NE		Yes
Stairs 2 Ground	FC-NONREFL-CAV	2900	4780	NW		Yes
Stairs Basement	DINCEL 210 Insulated	2500	372	SW		No
Stairs Basement	DINCEL 210 Insulated	2500	924	W		No
Stairs Basement	DINCEL 210 Insulated	2500	6936	NW		No
Stairs Basement	DINCEL 210 Insulated	2500	953	NE		No
Stairs Upper	FC-NONREFL-CAV	2700	953	NE		Yes
Stairs Upper	FC-NONREFL-CAV	2700	4780	NW		Yes
Study	FC-NONREFL-CAV	2950	4350	NE	832	Yes
TH1 Garage	DINCEL 210 Insulated	2500	7524	SW		No
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2700	1265	SE		Yes
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2700	964	S		Yes
Kit/Liv/Din/Sit	BV-NONREFL-CAV	2700	2735	SW		No
Kit/Liv/Din/Sit	FC-NONREFL-CAV	2700	1925	NW	2250	Yes
WC	FC-NONREFL-CAV	2900	2218	SW		Yes
WIR Master	FC-NONREFL-CAV	2500	2457	SW	450	No

Internal wall type

Wall ID	Wall Type	Area (m ²)	Bulk insulation
CONCBLOCK-100-PBBS	Concrete Block 1000mm Hollow - Plasterboard Both sides	30.3	0.00
DINCEL 210 Insulated	210mm Fully Core-Filled - Insulated	19.3	0.00
INT-PB	Internal Plasterboard Stud Wall	54.3	2.00
INT-PB	Internal Plasterboard Stud Wall	123.0	0.00
PARTY WALL3	CBMA Firezone party wall system	82.1	4.00

* Refer to glossary.

Floor type

Location	Construction	Area (m ²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Bath Upper	TIMB-001: Suspended Timber Floor	5.8	N/A	4.00	Tile (8mm)
Bed 2	TIMB-001: Suspended Timber Floor	11.5	N/A	4.00	Carpet
Bed 2	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	0.4	N/A	2.00	Carpet
Bed 3	TIMB-001: Suspended Timber Floor	10.8	N/A	4.00	Carpet
Bed 3	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	0.6	N/A	2.00	Carpet
Ensuite	TIMB-001: Suspended Timber Floor	11.2	N/A	4.00	Tile (8mm)
Hall/Stairs Terrace	TIMB-001: Suspended Timber Floor	8.4	N/A	4.00	Timber (12mm)
Hallway Upper	TIMB-001: Suspended Timber Floor	10.6	N/A	4.00	Timber (12mm)
Kit/Liv/Din/Sit	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	53.2	N/A	2.00	Timber (12mm)
Laundry	TIMB-001: Suspended Timber Floor	4.2	N/A	4.00	Tile (8mm)
MPR	TIMB-001: Suspended Timber Floor	15.5	N/A	4.00	Timber (12mm)
Master Bed	TIMB-001: Suspended Timber Floor	16.7	N/A	4.00	Carpet
Pantry	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	5.6	N/A	2.00	Timber (12mm)
Stairs 1 Ground	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	5.3	N/A	2.00	Timber (12mm)
Stairs 2 Ground	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	4.6	N/A	2.00	Timber (12mm)
Stairs Basement	CSOG-200: Concrete Slab on Ground (200mm)	7.1	N/A	0.00	Timber (12mm)
Stairs Upper	TIMB-001: Suspended Timber Floor	4.6	N/A	4.00	Timber (12mm)
Study	TIMB-001: Suspended Timber Floor	12.7	N/A	4.00	Carpet
TH1 Garage	CSOG-200: Concrete Slab on Ground (200mm)	49.0	N/A	0.00	Exposed
WC	SUSP-CONC-200: Suspended Concrete Slab Floor (200mm)	3.6	N/A	2.00	Tile (8mm)
WIR Master	TIMB-001: Suspended Timber Floor	6.4	N/A	4.00	Carpet

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
Bath Upper	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes

* Refer to glossary.

Ceiling type

Location	Construction	Bulk insulation (R-value)	Reflective wrap*
Bed 2	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
Bed 3	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
Ensuite	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	6.00	Yes
Hall/Stairs Terrace	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	6.00	Yes
Hallway Upper	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
Laundry	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
MPR	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
Master Bed	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	6.00	Yes
Stairs Upper	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
Study	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	6.00	Yes
TH1 Garage	SLAB-300-CEIL-01: Concrete Slab (300mm) with Suspended PB Ceiling	4.00	No
Kit/Liv/Din/Sit	ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	6.00	Yes
WIR Master	FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	6.00	Yes

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed /unsealed
Bath Upper	1	Exhaust Fan	350	Sealed
Ensuite	1	Exhaust Fan	350	Sealed
Kit/Liv/Din/Sit	1	Exhaust Fan	350	Sealed
Laundry	1	Exhaust Fan	350	Sealed
Stairs Basement	1	Downlight	200	Sealed
WC	1	Exhaust Fan	350	Sealed

Ceiling fans

Location	Quantity	Diameter (mm)
Kit/Liv/Din/Sit	2	1800

* Refer to glossary.

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof Colour
ATTIC-METAL-01: Pitched / Attic Metal Roof (Roofspace) & Flat PB Ceiling	1.30	0.50	Medium
FLAT-02: Flat Framed / Skillion Metal Roof & Cathedral PB Ceiling (11°-33°)	1.30	0.50	Medium
SLAB-300-CEIL-01: Concrete Slab (300mm) with Suspended PB Ceiling	0.00	0.50	Medium

Thermal bridging *schedule for steel frame elements*

Building element	Steel section dimensions (height x width, mm)	Frame spacing (mm)	Steel thickness (BMT mm)	Thermal Break (R-value)
None				

Appliance *schedule*

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

Cooling system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
Ducted Air-Conditioner	WIR Master / Ensuite / Stairs 2 Ground / Stairs Upper / Hallway Upper / Pantry / Laundry / MPR / Bed 2 / Bed 3 / Stairs 1 Ground / Bath Upper / Master Bed / Hall/Stairs Terrace / Kit/Liv/Din/Sit / Study / WC	Electricity	3.0 stars	n/a

Heating system

Type	Location	Fuel Type	Minimum efficiency / performance	Recommended capacity
Ducted Air-Conditioner	WIR Master / Ensuite / Stairs 2 Ground / Stairs Upper / Hallway Upper / Pantry / Laundry / MPR / Bed 2 / Bed 3 / Stairs 1 Ground / Bath Upper / Master Bed / Hall/Stairs Terrace / Kit/Liv/Din/Sit / Study / WC	Electricity	3.0 stars	n/a

Hot water system

Type	Fuel type	Hot Water CER Zone	Minimum efficiency / STC	Assessed daily load [litres]
Heat Pump (Off-Peak)	Electricity	5	17 STCs	138

Pool / spa equipment

Type	Fuel type	Minimum efficiency / performance	Recommended capacity
None			

* Refer to glossary.

Onsite Renewable Energy *schedule*

Type	Orientatation	Generation Capacity [kW]
None		

Battery *schedule*

Type	Storage Capacity [kWh]
None	

Explanatory Notes

About this report

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

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

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

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

Accredited assessors

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

Non-accredited assessors (Raters) have no ongoing training requirements and

are not quality assured.

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

Disclaimer

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

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

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

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

Glossary

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

* Refer to glossary.