

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

Schedule

Land	The unexpired term of the Lease	Unit 192	UP No. 16821	Block 50	Section 6	Division/District Dickson
	and known as 602/300 Northbourne Avenue, Dickson ACT 2602 - Calypso					
Seller	Full name	Art Projects Nominees Pty Ltd				
	ACN/ABN	610 529 452				
	Address	PO Box 17 Mitchell ACT 2911				
Seller Solicitor	Firm	MV Law				
	Email	christina.berlis@mvlaw.com.au				
	Phone	02 6279 4359	Ref: Archie Tsirimokos/Christina Berlis: 2202124			
	DX/Address	GPO Box 764 Canberra ACT 2601				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co				
	Phone	0468 771 763				
	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 Special Conditions				
Goods	Description	Fixed floor coverings, lights fittings, dishwasher, dryer as inspected				
Date for Registration of Units Plan	N/A					
Date for Completion	On or before 28 days from the date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA			
Land Tax to be adjusted?	<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes			
Residential Withholding Tax	New residential premises?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes (See SC 76.3)	
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 checked="" 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 SEE ANNEXURE EXECUTION PAGE	Buyer signature
Seller witness name and signature	Buyer witness name and signature

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0 % per annum
Interest rate if the defaulting party is the Buyer	10 % per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$550 (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.

MARKETING CONTRACT
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SPECIAL CONDITIONS

54 DEFINITIONS & INTERPRETATION

54.1 Definitions

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

- (a) **Bank Guarantee** means a bank guarantee issued to the Seller by a bank operating in Australia in form and substance satisfactory to the Seller, acting reasonably, for an indeterminate time.
- (b) **Beneficiaries** means Art Projects Precinct 2 Pty Ltd ACN 614 544 982 and its successors and assigns.
- (c) **Bond** means a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller acting reasonably.
- (d) **Commissioner** has the same meaning as specified in the Taxation Administration Act 1953 (Cth).
- (e) **Contract** means this contract for sale including the Printed Terms and these Special Conditions and any annexure, schedule or attachment to it.
- (f) **Defects Liability Period** means the period of 90 days from but excluding the date of Completion.
- (g) **Developer** means Dickson Developments Precinct 2 Pty Ltd ACN 614 545 005 and includes its controllers, successors and assigns.
- (h) **Developer Control Period** has the meaning given by the Unit Titles Management Act.
- (i) **Estate** means the property held, pursuant to the terms of the Trust, on trust by the Trustee for the Beneficiaries.
- (j) **Foreign Person** means:
 - (i) a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - (ii) a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (k) **Insolvency Event** means the following:
 - (i) where the Buyer is a natural person and:
 - A. the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - B. a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - C. the Buyer commits an act of bankruptcy; or
 - (ii) where the Buyer is a body corporate and:

- A. attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - B. attempts are made to have a controller (as defined by the *Corporations Act 2001* (Cth)) appointed for any of the Buyer's assets.
- (l) **Land** means Block 50 Section 6 Dickson in the Australian Capital Territory.
 - (b) **Margin Scheme** has the meaning given that term in Division 75 of the A New Tax System (Goods & Services Tax) Act 1999 (Cth).
 - (c) **Personal Information** means personal information as defined in the *Privacy Act 1988* (Cth) relating to the Buyer including all personal information set out in this Contract and otherwise collect by the Seller or the Developer or their agents whether before or after the Date of this Contract.
 - (m) **Printed Terms** means the printed terms of the standard ACT Law Society Contract.
 - (n) **Services** has the meaning in clause 1.1 of the Printed Terms but also includes basement exhaust and extraction systems and fire services.
 - (d) **Trust** means the Nominee Trust Deed in respect of Land between the Trustee, the Beneficiaries and others, as may be varied from time to time.
 - (e) **Trustee** means Art Projects Nominees Pty Ltd ACN 610 529 452.
 - (o) **Special Conditions** means these Special Conditions 54 onwards.
 - (p) **Stakeholder** means Meyer Vandenberg.

54.2 Other definitions

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

55 AMENDMENT TO PRINTED TERMS

55.1 Amendment

The Printed Terms of the Contract are amended as follows:

- (a) clause 1.8 is amended by adding the following words at the end: "but the Guarantee and Indemnity must be signed in wet ink and witnessed by an independent adult";
- (b) insert "or the Developer" after "Seller" in line 1 in clause 2.7;
- (c) clauses 8.1, 8.2, 8.4 and 8.5 are deleted;
- (d) replace the word "Seller" with "Developer" in clause 10.1;
- (e) replace the word "Seller" with "Developer" in clause 10.2;
- (f) replace the word "Seller" with "Developer" in the first line of clause 11.1;
- (g) clause 12 is deleted;
- (h) clause 14 is deleted;
- (i) insert the words "and the Developer" after "Seller" in clause 17.1 line 3;
- (j) insert the words " 2 Business Days before the Date for" prior to "Completion" in clause 17.1 line 3;

- (k) insert the words “and the Developer” after “Seller” in clause 17.1.1 line 1;
- (l) clause 17.1.1(a) is amended by deleting ‘5% of the Price’ and inserting \$1,000.00;
- (m) insert the words “and the Developer” after “Seller” in clause 17.1.1(b) line 1;
- (n) insert the words “and the Developer” after “Seller” in clause 17.1.1(c) line 2;
- (o) insert the words “and the Developer” after “Seller” in clause 17.1.2 line 1;
- (p) replace the word “does” with “do” in clause 17.1.2;
- (q) delete existing sub clause (e) in clause 17.1.2 and insert:
“the cost of the arbitration must be paid as to one half by the Seller and the Developer and as to one half by the Buyer unless otherwise determined by the arbitrator.”
- (r) delete “either party” and insert “the Seller and the Developer or the Buyer” in clause 18.1;
- (s) insert the words “and the Developer” after “Seller” in clause 19.1 Line 3;
- (t) insert the words “and the Developer” after “Seller” wherever it appears in clause 19.1.2;
- (u) replace the word "has" with "have" in clause 19.1.2 Line 6;
- (v) insert the words “and the Developer” after “Seller” in clause 19.2 Line 2;
- (w) insert the words “or the Developer” after “Seller” in clause 20.1 Line 1;
- (x) insert the words “and the Developer” after “Seller” in clause 20.1 Line 4;
- (y) insert the words “or the Developer” after “Seller” in clause 22.1.1 Line 1;
- (z) the words “date 7 days after the” are deleted from clause 22.1.2;
- (aa) delete clause 22.13 and insert:
“if the defaulting party is the Buyer the amount of \$550.00 (including GST) is to be applied towards any legal costs and disbursements incurred by the Developer.”
- (bb) clause 51.4.4 is amended by deleting the words, “the parties must both” and inserting, “the Buyer must”; and
- (cc) clauses 53.2, 53.3, 53.4 and 53.9 are deleted.

55.2 Special Conditions Override Printed Terms

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

56 TRUSTEE’S LIMITATION OF LIABILITY

56.1 Trustee

- (a) The Seller is the Trustee.
- (b) The Trustee pursuant to the Trust declared that it holds the Land as nominee, and on trust, for the Beneficiaries.
- (c) The Unit is part of the Estate held on trust by the Trustee for the Beneficiaries.

56.2 Acting as Trustee

The Trustee enters into this Contract only in its capacity as trustee of the Trust and in no other capacity.

56.3 Limitation of Liability

A liability arising under or in connection with this Contract is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Estate. This limitation of the Trustee's liability applies despite any provision of this Contract to the contrary and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, deed or transaction related to this Contract.

56.4 No effect on Trustee personally

The Buyer may not sue the Trustee personally or seek the appointment of a liquidator, administrator, receiver or similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee.

56.5 Trustee's fraud

The provisions of this clause 56 do not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the terms of the Trust, or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Estate as a result of the Trustee's fraud, negligence or wilful default.

56.6 No breach

Any failure by the Trustee to perform an obligation which it determines is either inconsistent with or beyond its powers and obligations under the Trust will not amount to a breach of or default under this Contract.

56.7 Trustee's discretion

The Trustee is not obliged to do or refrain from doing anything under this Contract (including incur any liability) unless the Trustee's liability is limited in the manner satisfactory to the Trustee in its absolute discretion. The Trustee's determination as to whether an obligation otherwise imposed upon it under this Contract is inconsistent with or beyond the scope of its obligations and powers under the Trust is final and binding on all parties.

56.8 No personal liability

No attorney, agent, receiver or receiver and manager appointed in accordance with this Contract or otherwise has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or wilful default of the Trustee for the purpose of clause 56.5.

56.9 No fraud

A failure by the Trustee to comply with or a breach by the Trustee of any of its obligations under this Contract will not be considered to be fraud, negligence or wilful default by the Trustee if the relevant failure or breach:

- (a) arose as a result of a breach by a person other than the Trustee where the performance of the action (the non-performance of which gave rise to such breach) is a precondition to the Trustee performing the said obligation; or
- (b) was in accordance with a lawful court order or direction or otherwise required by law.

56.10 Overriding effect

All of the terms, clauses and conditions of this Contract are subject to this Special Condition 56.

57 DEPOSIT BOND OR BANK GUARANTEE

57.1 Bond or Bank Guarantee

The 10% Deposit may be paid by the delivery of a Bank Guarantee or Bond to the Seller's Solicitor in accordance with this Special Condition 56.

57.2 Beneficiary

The Bond or Bank Guarantee must show the Seller as the beneficiary of the Bond or Bank Guarantee.

57.3 Payment

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

57.4 Default

- (a) If:
- (i) the Seller and the Developer serve on the Buyer a notice in writing claiming to forfeit the Deposit;
 - (ii) the Bond or the Bank Guarantee has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller not less than 30 days prior to the expiry of the Bond or the Bank Guarantee; or
 - (iii) in the Seller's opinion, the provider of the Bond or the Bank Guarantee is unable to pay the amount referred to in the Bond or Bank Guarantee;
- and to the extent that the Deposit has not already been paid, the Buyer is in default of this Contract. The Buyer must pay the Deposit, or any unpaid instalments of the Deposit, to the Stakeholder within 2 Business Days of any default under Special Condition 57.4(a).
- (b) If the Buyer does not satisfy its obligations under Special Condition 57.4(a) of this Contract, the Buyer is in breach of an essential term of this Contract and the Seller and the Developer may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies.

57.5 Default of Bond Provider or Bank

If the provider of the Bond or the Bank Guarantee is placed under external administration of any nature before the Date for Completion, the Buyer must, within 2 Business Days, secure the Deposit to the Seller by either:

- (a) providing a replacement Bond or Bank Guarantee by another bond provider or bank reasonably acceptable to the Seller; or
- (b) payment of the unpaid instalments of the Deposit.

58 GUARANTEE

58.1 Guarantee - Corporation

Where the Buyer is a corporation, all directors of that corporation agree to guarantee that corporation's performance of its obligations under this Contract. The Buyer acknowledges and agrees that each of the directors of the Buyer have, on the Date of this Contract, properly executed the Guarantee attached to this Contract.

58.2 Guarantee - Trust

If the Buyer is a trustee of a trust:

- (a) the trustee enters into this Contract both in its own right and as trustee of the trust; and
- (b) the performance of the obligations of the Buyer under this Contract, including the obligation to pay the balance of the Price, must be guaranteed:
 - (i) where the trust is a bare trust or a unit trust, by all of the beneficiaries of the trust (other than any beneficiary which is a fund); and
 - (ii) where the trust is a discretionary trust, or a beneficiary of the trust is a fund, and the trustee is a corporation, by all of the directors of the corporation.

58.3 Buyer Acknowledgement

The Buyer acknowledges and agrees that the appropriate guarantor(s) required by this Special Condition 58 have on the Date of this Contract, properly executed the Guarantee attached to this Contract.

58.4 Essential Term

The provisions of this Special Condition 58 are essential terms of this Contract.

59 CAVEAT

The Buyer acknowledges and agrees:

- (a) that the presence of a caveat on the title to the Unit may adversely affect the Seller's and the Developer's ability to obtain and maintain finance; and consequently
- (b) they may not lodge a caveat for registration against the title to the Unit prior to Completion.

60 COMPLETION

60.1 Location and time

Completion is to take place at the place in Canberra or via the PEXA platform and at the time during normal business hours nominated by the Seller.

61 DEFECTS

- (a) Subject to the remainder of this Special Condition 61, the Developer will cause all defects in the Unit, as are notified in writing to it by the Buyer within the Defects Liability Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.

- (b) The Seller or the Developer are not required to rectify:
- (i) minor defects or irregularities in natural materials used in the construction of the Unit;
 - (ii) natural shrinkage or defects caused by natural shrinkage in materials used to construct or fitout the Unit; or
 - (iii) chips, cracks, marks or stains in finishes, Inclusions and appliances in the Unit which are not notified by the Buyer prior to Completion.
- (c) The Developer will make good defects notified during the Defects Liability Period:
- (i) if to or concerning:
 - A. electricity or gas supplies or distribution;
 - B. sewerage or drainage; or
 - C. any portion of the Unit the fault or defect in which could materially restrict or interfere with the proper use and enjoyment of the Unit by the Buyer,as soon as practicable after receiving the notice; and
 - (ii) in the case of any other defects or faults, within 90 days from the date of receiving the notice.
- (d) The Seller and the Developer will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.
- (e) Other than for matters directly covered by Special Condition 61(c)(i) the Buyer may submit only one list of defects during the Defects Liability Period.
- (f) The Buyer must make the Unit available, at the time or times notified by the Developer, to the Developer or the Developer's tradesmen to permit the defect rectification work to be completed in a prompt and timely manner.

62 NOTICE TO COMPLETE

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

- (a) the Seller and the Developer may unilaterally extend the period for Completion under the Notice to Complete; or
 - (b) it may be withdrawn unilaterally by the Seller,
- by written notice to the Buyer in the Seller's and Developer's absolute discretion and with or without the consent of the Buyer.

63 ASSISTANCE

63.1 Buyer Assistance

The Buyer agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable assistance to the seller to assist in the timely Completion of this Contract.

63.2 Dealings Pending Registration

- (a) The Buyer acknowledges and agrees that the Seller or Developer may refinance facilities prior to Completion.
- (b) Where dealings have been lodged on title to the Unit with ACT Land Titles Office and are pending registration and:
 - (i) the Seller has provided the Buyer copies of the documents lodged; and
 - (ii) the Buyer is not materially prejudiced by the unregistered dealing,the Buyer is not entitled to delay Completion due to any unregistered dealings on title to the Unit.

64 ADJUSTMENTS

64.1 Land Charges

The Developer is entitled to the Income up to and including Completion after which the Buyer will be entitled to the Income. The Developer is liable for all Land Charges (including Owners Corporation contributions) up to the date of Completion after which the Buyer will be liable for the Land Charges. The parties must pay any adjustment of the Income and Land Charges (including Land Tax) calculated pursuant to this Special Condition 64.1 on Completion.

64.2 Estimates

If separate assessments of rates, taxes (including land tax), and outgoings (including Owners Corporation contributions), in respect of the Unit are not issued on Completion, all necessary adjustments between the parties will be based upon the reasonable opinion of the Developer based upon likely amounts. When actual assessments are made any adjustments will be made promptly between the parties.

64.3 No delay

The Buyer is not entitled to delay Completion due to separate assessments of rates, taxes and outgoings not having been made at Completion.

65 PRICE INCLUSIVE OF GST

65.1 Price inclusive

The Price payable in accordance with this Contract is inclusive of GST.

65.2 Margin Scheme

- (a) The parties agree that, to the extent the Seller is able to apply the Margin Scheme to the supply of the Unit, the Margin Scheme will be applied and the Buyer and the Seller agree that any GST that the Seller is liable to pay on the supply of the Unit to the Buyer under this Contract is to be calculated under Division 75 of the A New Tax System (Goods & Services Tax) Act 1999 (Cth) (ie. the Margin Scheme).
- (b) If the Margin Scheme is not available, it will not be applied.

65.3 Notice Pursuant to Section 14-255 of the *Taxation Administration Act 1953* (Cth)

The Seller hereby provides the Buyer with written notice of the following:

- (a) The Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) ('**Tax Act**') in relation to the supply of the Unit under this Contract.

- (b) The details for the supplier are as follows:
- (i) **Supplier:** Art Projects Precinct 2 Pty Ltd ABN 43 614 544 982
 - (ii) **Address:** C/- Maxim Chartered Accounts, Level 2, 59, Wentworth Avenue Kingston ACT 2604
 - (iii) **Phone:** 0413 880 249
 - (iv) **Email:** accounts@artgroup.com.au
- (c) The amount that the Buyer is required to pay to the Commissioner of Taxation ('**Commissioner**') under section 14-250 of the Tax Act in relation to the supply is:
- (i) 7% of the Price; or
 - (ii) such other percentage of the Price that is in accordance with a determination given by the Minister under paragraph 14-250(8) of the Tax Act and as notified by the Seller to the Buyer prior to Completion,
('GST Portion of the Price').
- (d) The Buyer must pay the GST Portion of the Price on Completion.

65.4 Payment of GST Portion of the Price

- (a) Unless the provisions of Special Condition 65.4(b) apply, the Buyer must pay the GST Portion of the Price to the Commissioner in the manner required by the Commissioner as published in guidance issued by the Australian Taxation Office (if any) at the time of Completion.
- (b) If requested by the Seller, the Buyer must on Completion provide to the Seller an unendorsed bank cheque in favour of the Commissioner for the GST Portion of the Price and the Seller agrees that it will irrevocably instruct and authorises its Solicitor deliver the bank cheque provided by the Buyer to the Commissioner promptly after Completion.
- (c) The Seller acknowledges that the bank cheque provided by the Buyer in accordance with Special Condition 65.4(b) is for the payment of the GST Portion of the Price payable to the Commissioner only.
- (d) The Buyer and the Seller acknowledge that where the Buyer complies with Special Condition 65.4(b) the Seller will have complied with subsection (3) of section 16-30 in Schedule 1 of the Tax Act.
- (e) Where the Seller has made a request pursuant to Special Condition 65.4(b) and the Buyer has not complied with clause 53.6, the Buyer is in default of its obligations under this Contract and the Seller may, but is not obligated to, elect to postpone Completion until the Buyer has complied with its obligations under clause 53.6. Where the Buyer has delayed Completion pursuant to this Special Condition, the provisions of clause 22.1.2 will apply.

65.5 General

- (a) The parties' obligations under this Special Condition 65 are essential terms of this Contract.
- (b) This Special Condition 65 does not merge on Completion.

66 REPRESENTATIONS

66.1 Representations

The Buyer sets out in the following paragraph all representations and warranties that have been provided to it by the Seller, the Developer or the Agent in connection with the Unit, that are not otherwise set out in this Contract:

66.2 Entire agreement

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

66.3 No reliance

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

67 INSOLVENCY AND CAPACITY OF THE BUYER

67.1 Notice

If the Buyer suffers an Insolvency Event, the Buyer must immediately notify the Seller and the Developer in writing.

67.2 Termination

If the Seller and/or the Developer receives notice that the Buyer has suffered an Insolvency Event (either pursuant to Special Condition 67.1 or by some other means), the Seller and/or the Developer may terminate this Contract and clause 19 applies.

67.3 Death or Mental Illness of Buyer

Without in any manner negating, limiting or restricting the rights or remedies which would have been available to either party at law or in equity had this Special Condition 67 not have been included in the Contract, the parties hereby agree that should the Buyer (or any of them if there is more than one) prior to completion die or become mentally ill (as defined in the Mental Health Act 2015 as amended) then the Developer and/or Seller may rescind this Contract by notice served on the Buyer and clause 21 applies.

68 PRESERVATION

68.1 Rights of the Seller

- (a) Nothing in this contract is to be interpreted as restricting or preventing the Seller or the Developer from assigning their rights and obligations under this Contract. The Seller and/or the Developer ('Assignor') may assign its rights and obligations under this Contract to any person ('Assignee') without the Buyers consent.
- (b) The Seller and/or the Developer will, as soon as practicable after any assignment of their rights and obligations under this Contract provide the Buyer with a notice of the assignment identifying the Assignee together with all necessary contact details for the Assignee ('Notice of Assignment'). On the issue of such Notice of Assignment to the Buyer or the Buyer's solicitor the Seller and/or the Developer, or if only one is assigning the entity identified in the Notice of Assignment as the Assignor, is released from all of its obligations under this Contract.

- (c) As soon as practical following the assignment, the Assignee will issue the Buyer with a Deed Poll pursuant to which the Assignee will covenant with the Buyer to comply with the Assignor's obligations and liabilities under and pursuant to this Contract.
- (d) The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this Special Condition 68.1.

68.2 Buyer May Not Assign Rights

The Buyer agrees:

- (a) The Buyer may not assign any of its rights or obligations under this Contract without the Seller's written consent, which will not be unreasonably withheld where the provisions of Special Condition 71.2 are complied with; and
- (b) The Buyer agrees and acknowledges that this Special Condition 68.2 is an essential term of the Contract.

69 NOTICES

69.1 Delivery

If a notice is served in accordance with clause 26.2.1, the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day.

69.2 Post

If a notice is served in accordance with clause 26.2.2, the notice is taken to have been received on the day 2 Business Days after the day it was posted.

69.3 E-mail

- (a) In addition to the means stipulated in clause 26.2.5, where the Buyer is self-represented, the Seller may serve a notice by electronic mail ('e-mail') to the Buyer's e-mail address as notified by the Buyer from time to time.
- (b) A notice is taken to have been received on the date shown in the delivery receipt produced by the electronic mail system used to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

70 FOREIGN PERSONS

70.1 Buyer's Warranty

In entering into this Contract, the Buyer warrants that they are not a Foreign Person.

70.2 Indemnity

The Buyer indemnifies the Seller and must compensate the Seller for any loss of profit, damage, penalty, fine or legal costs incurred by the Seller as a result of the Buyer's breach of their warranty under this Special Condition 70.

71 AGENTS AND RESALE

71.1 Agent Warranty

- (a) The Buyer warrants that it was not introduced to the Seller or the Property by any agent other than the Seller's Agent or that anyone else has been the real and effective cause of the Buyer entering into this Contract.
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any claim by any person other than the Seller's agent for a real estate agent's commission in respect of the sale of the Property.

71.2 Resale or Onsale

- (a) The Buyer acknowledges that:
 - (i) during the period between the Date of this Contract and Completion the Seller may have unsold units within the Complex ("**Unsold Units**"); and
 - (ii) it is reasonable for the Seller to seek to protect its interest in the Unsold Units.
- (b) Subject to Special Condition 71.2(c), the Buyer agrees that prior to Completion it will not, without the written consent of the Developer; sell, market for sale, or seek offers to purchase from any third party:
 - (i) the Unit, or
 - (ii) the Buyer's interest in this Contract.
- (c) The Developer will not unreasonably withhold consent to the sale, marketing or seeking offers to purchase where:
 - (i) the Unit or interest in this Contract is being marketed or offered for sale at a price that is not less than the Price; and
 - (ii) Completion of this Contract will not be delayed by any onsale.
- (d) The Buyer must ensure that the subsequent Buyer is aware of the provisions of this Contract, and in particular this Special Condition 71.2.
- (e) The parties agree and acknowledge that this Special Condition 71.2 is an essential term of the Contract.

72 SEVERENCE

If any provision of this Contract is illegal, void or unenforceable, that provision is to be treated as removed from this Contract but the rest of the Contract is not affected.

73 PRIVACY ACT

- (a) The Buyer hereby consents to the collection of Personal Information and the use and disclosure by the Seller and Developer of Personal Information:
 - (i) for the purposes of enabling the Seller and Developer to comply with their obligations under, associated with or arising in connection with this Contract, including any obligations to any third parties, such as the financiers financing the development;
 - (ii) to its consultants for the purpose of carrying out marketing activities and market research relating to the business of the Seller or the Developer; and

- (iii) for the purposes of enabling the Seller and the Developer to enforce their rights under this Contract; and
- (iv) to third party service providers engaged by the Seller or the Developer for the purpose of:
 - A. enabling the Seller or the Developer to comply with and fulfil their obligations under or arising under or in connection with this Contract; and
 - B. procuring the provision to the Buyer of products and services contemplated by this contract;
- (b) The Buyer acknowledges that:
 - (i) the Personal Information is held by the Seller and the Developer subject to the requirements of the Privacy Act 1988 (Cth) and accordingly the Buyer may request access to Personal information at any time; and
 - (ii) the Buyer may request that Personal Information be corrected and may do so by contacting the Seller Solicitor with the corrected information.

MARKETING CONTRACT

GUARANTEE

Guarantor 1	
Name	
Address	
Guarantor 2	
Name	
Address	
Guarantor 3	
Name	
Address	
Guarantor 4	
Name	
Address	

I/We agree as follows:

1. I/We are the Guarantor(s) under this Contract.
2. If there is more than one Guarantor, the guarantee provided under this Guarantee is joint and several, and a reference to 'I' or 'my' is a reference to 'we' or 'us'.
3. In consideration of the Seller and Developer entering into this Contract at my request, I agree to guarantee to the Seller and Developer:
 - (a) the performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
 - (b) the payment of all money payable to the Seller or the Developer or to third parties under this Contract or otherwise.
4. This is a continuing guarantee and binds me notwithstanding:
 - (a) my subsequent death, bankruptcy or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's guarantors;
 - (b) the fact that any other person who should have executed this Guarantee, or provided a guarantee on similar terms, did not;
 - (c) any indulgence, waiver or extension of time by the Seller or the Developer to the Buyer or to me or to the Buyer's guarantors; and
 - (d) Completion of this Contract.
5. In the event of any breach by the Buyer covered by this Guarantee, including in the payment of any money payable to the Seller or the Developer or to third parties under this Contract or otherwise, the Seller or the Developer may proceed to recover the amount claimed as a debt or as damages from me without having instituted legal proceedings against the Buyer or any other of the Buyer's guarantors and without first exhausting the Seller's or the Developer's remedies against the Buyer.

6. I agree to keep the Seller and the Developer indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller or the Developer may incur in respect of this Contract.
7. If the Buyer does not pay any amount due to the Seller or the Developer on time and in accordance with the terms of this Contract, then I agree to pay those monies to the Seller or the Developer (as applicable) on demand.
8. I agree:
 - (a) that the Seller or the Developer need not make a demand on the Buyer before making a demand on me. A demand on me may be made at any time and from time to time; and
 - (a) I waive any right I have of first requiring the Seller or the Developer to proceed against or enforce any other right against the Buyer or any other person including another of the guarantors, before making any claim against any other guarantors under this Guarantee.
9. I represent and warrant that:
 - (a) my obligations under this Guarantee are valid and binding;
 - (b) except as otherwise expressed in this Contract, I do not enter into this Guarantee in the capacity of a trustee of any trust or settlement;
 - (c) I am a natural person over the age of eighteen (18) years;
 - (d) I am a guarantor as required under the Contract, being either a director of the Buyer or beneficiary of the Buyer (as the case may be);
 - (e) all guarantors as required by this Contract have provided a guarantee in respect of the Buyer's obligations under the Contract; and
 - (f) the Seller and the Developer have given valuable consideration for this Guarantee.
10. The Guarantor acknowledges that the Seller and the Developer have both entered into this Contract in reliance on the Guarantor's warranties in clause 9 of this Guarantee.
11. This Guarantee is an essential term of this Contract.

EXECUTED AS A DEED

THIS DEED IS DATED THE SAME DATE AS THE CONTRACT

Signed sealed and delivered by **Guarantor 1**)
in the presence of:)
)
)
)

Signature

Signature of Witness

Name of Witness in full

Address of Witness

Signed sealed and delivered by **Guarantor 2**)
in the presence of:)
)
)
)

Signature

Signature of Witness

Name of Witness in full

Address of Witness

Signed sealed and delivered by **Guarantor 3**)
in the presence of:)
)
)
)

Signature

Signature of Witness

Name of Witness in full

Address of Witness

Signed sealed and delivered by **Guarantor 4**)
in the presence of:)
)
)
)

Signature

Signature of Witness

Name of Witness in full

Address of Witness

[If more than one guarantor, sign additional execution blocks:]

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Dickson Section 6 Block 50 on Deposited Plan 16798 with 207 units on Unit Plan 16821

Unit 192 (Class A) entitlement 105 of 10000, 4 subsidiaries

Lease commenced on 16/02/2026, terminating on 11/12/2124

Proprietor

ART PROJECTS NOMINEES PTY LTD

PO BOX 17, MITCHELL ACT 2911

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement Created By 3435626

Registered Date	Dealing Number	Description
06/07/2020	3012698	Mortgage to P.T. Limited (ACN: 004 454 666)

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
201527481	Development Application	09/06/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	24/11/2015

Description

The Planning and Land Authority is extending the public consultation period for the following Development Application due to a discrepancy with the plans previously made available. Proposed amendments to DA 201527481-S144A still under consideration - Amendments include the retention of a number of heritage buildings previously identified for demolition. Documentation has been updated to reflect these changes.

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201733114	Development Application	26/02/2019	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	18/10/2019

Description

PROPOSAL FOR 9 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - construction of two new 9 storey developments comprising 143 dwellings, two levels of basement parking, landscaping and associated works. The development proposes a partially covered roof terrace on the upper level of both new buildings. Changes to the heritage building on the site to accommodate non retail commercial use are also included in the proposal.

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Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201425880	Development Application	08/07/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	17/12/2014

Description

MULTI-RESIDENTIAL-DEMOLITION. Proposed demolition of existing structures on the block/s; removal of several trees; 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 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
202038154	Development Application	23/03/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	21/01/2022

Description

AMENDMENT TO APPROVED DA202038154 - S197F Amendment to the development application for Construction of three nine-storey residential buildings comprising of 212 units, rooftop terrace, basement carparking, landscaping and associated works. - The amendment is to update the basement extent, cores reconfigured, basement entry ramp amended, additional ramps included in design, basement carparks reconfigured, basement levels adjusted, 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 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
202139368	Development Application	08/11/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/09/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - demolition of the existing dwelling and construction of 2 new 9 storey buildings comprising a total of 166 units, 3 level basement carparking underneath, common use facilities, terraces, driveway, civil 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 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
202241166	Development Application	21/12/2022	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	07/02/2023

Description

PROPOSAL FOR SIGNAGE - installation of new address sign, building signs, indicative signage for post boxes and associated works.

MARKETING CONTRA

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Dickson Section 6 Block 50 on Deposited Plan 16798 with 207 units on Unit Plan 16821

Lease commenced on 16/02/2026, terminating on 11/12/2124

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,821

Vantage Strata Pty Ltd, PO Box 206 Civic Square ACT 2608

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan

Subject To Easement Created By 3435626

End of interests

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Description

MULTI-RESIDENTIAL-DEMOLITION. Proposed demolition of existing structures on the block/s; removal of several trees; 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 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
202038154	Development Application	23/03/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	21/01/2022

Description

AMENDMENT TO APPROVED DA202038154 - S197F Amendment to the development application for Construction of three nine-storey residential buildings comprising of 212 units, rooftop terrace, basement carparking, landscaping and associated works. - The amendment is to update the basement extent, cores reconfigured, basement entry ramp amended, additional ramps included in design, basement carparks reconfigured, basement levels adjusted, 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 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
202139368	Development Application	08/11/2021	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	09/09/2022

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - demolition of the existing dwelling and construction of 2 new 9 storey buildings comprising a total of 166 units, 3 level basement carparking underneath, common use facilities, terraces, driveway, civil 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 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
202241166	Development Application	21/12/2022	MERIT TRACK - MINOR NOTIFICATION	APPROVAL CONDITIONAL	07/02/2023

Description

PROPOSAL FOR SIGNAGE - installation of new address sign, building signs, indicative signage for post boxes and associated works.

MARKETING CONTRACT



Access Canberra.

Chic TGE\$3435626 02/02/2026 12:30:25 Spen A

LAND TITLES
CANBERRA
REGISTRATOR

3435626

INSTRUMENT

Land Titles Act 1925

Form 080 - TGE

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
MV Law	lodgements@mvlaw.com.au	2600099	02 6279 4444

TITLE AND LAND DETAILS SERVICIENT TENEMENT / GRANTOR				
Volume & Folio	District/Division	Section	Block	Unit
3025:784	Dickson	6	50	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE				
Volume & Folio	District/Division	Section	Block	Unit
3025:784	Dickson	6	50	

FULL NAME AND ADDRESS OF APPLICANT / GRANTOR / SERVICIENT TENEMENT (Surname Last) (ACN required for all Companies)

Art Projects Nominees Pty Ltd A.C.N, 610 529 452, of Level 10, Constitution Place, 1 Constitution Avenue, Canberra ACT

FULL NAME AND ADDRESS OF GRANTEE / DOMINANT TENEMENT (Surname Last) (ACN required for all Companies)

Icon Distribution Investments Ltd ACN 073 025 224 and Jemena Networks (ACT) Pty Ltd ACN 008 552 663 of 40 Bunda St, Canberra City ACT 2601

TYPE OF APPLICATION (Please state in full the type of easement – ie, Easement for Overhang and Guttering)

Easement in Gross for Electricity

DETAILS OF APPLICATION (Please outline briefly and add full detail on annexure page with plan as attachment)

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – Refer to attached Easement in Gross Deed (Recital Document) together with the plan attached as Annexure 'A' of that Deed

CONSENTING PARTY – SUPPORTING DOCUMENTATION

Please complete and attach – **Form 042 – C – Consent** (One form required for each party required to consent)

RECITAL DOCUMENT

Please complete and attach the recital document

DATE

GRANTOR / SERVIENT TENEMENT

30 January 2026.

CERTIFICATION *Delete the inapplicable

Grantor / Servient Tenement

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

Signed By:



Rachael Wood
Solicitor

for: MV Law

on behalf of the Grantor / Servient Tenement

CERTIFICATION *Delete the inapplicable

Grantee / Dominant Tenement

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

Signed By:



Michael Ivan Hugh Hope
An employed solicitor of the Grantee, ACT Practising Certificate Member ID I 659

for: the Grantee, being Icon Distribution Investments Ltd ACN 073 025 224 and Jemena Networks (ACT) Pty Ltd ACN 008 552 663

on behalf of the Grantee / Dominant Tenement

OFFICE USE ONLY

Lodged by		Registered date / by	LMT - 03/02/2026
Data entered by		Attachments/Annexures	Recital + Consent



ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3025:784	Dickson	6	50		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
Transfer and Grant of Easement - Form 080 -TGE	9

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
Art Projects Nominees Pty Ltd A.C.N, 610 529 452, of Level 10, Constitution Place, 1 Constitution Avenue, Canberra ACT (Grantor)
Icon Distribution Investments Ltd ACN 073 025 224 and Jemena Networks (ACT) Pty Ltd ACN 008 552 663 of 40 Bunda Street, Canberra City ACT 2600 (Grantee)

MARKETING CONTRACT

EASEMENT IN GROSS

Date: 30 January 2026

Parties: Icon Distribution Investments Ltd ABN 83 073 025 224 and
Jemena Networks (ACT) Pty Ltd ABN 24 008 552 663, trading as
Evoenergy ABN 76 670 568 688, of 40 Bunda Street, Canberra
City ACT 2601

(“Evoenergy”)

and

Art Projects Nominees Pty Ltd ACN 610 529 452, of Level 10,
Constitution Place, 1 Constitution Avenue, Canberra ACT

(“Grantor”)

Recitals:

- A. The Grantor is the registered proprietor of the Land.
- B. Evoenergy’s Equipment runs through the Land.
- C. The Grantor agrees to grant and Evoenergy accepts an easement on the terms contained in this deed.

Operative provisions:

1. INTERPRETATION

1.1 Definitions

“Act” means the Utilities Act 2000 (ACT).

“Claim” means any action, suit, proceeding or demand of any kind (including by or against Evoenergy).

“Deed” means this deed;

“Easement Area” means the respective areas shown as ‘Proposed Electrical Supply Service Easement 3 Wide’ on the survey plan dated 19 January 2026 , a copy of which is attached to this Deed and marked Annexure A.

“Electricity Network” has the same meaning as in the Act.

“Evoenergy’s Rights” means the rights set out in clause 3.

“Equipment” means all equipment of whatever kind owned or used by Evoenergy in the provision of Utility Services, and includes Infrastructure.

“Infrastructure” has the same meaning as in section 7 of the Act.

“Grantor’s Rights” means the rights and obligations at clause 4.

“Land” means Block 50 Section 6 Dickson being the land held under Certificate of Title Volume 3025 Folio 784

“Law” means any law, legislation, statute, act, regulation, ordinance, rule, order, by-law or code.

“Liability” means any damage, Claim, loss, liability, cost (on an indemnity basis) and expense of any kind.

“Technical Regulation Act” means the *Utilities (Technical Regulation) Act 2014* (ACT).

“Utility Service” has the same meaning as in the Act.

2.1 Interpretation

Unless otherwise stated:

- a. “Evoenergy” includes Evoenergy’s administrators, successors, transferees, permitted assigns, licensees, employees, officers, agents, contractors and subcontractors and any other person authorised by Evoenergy;
- b. “Grantor” includes the Grantor’s administrators, successors, transferees, permitted assigns, licensees, employees, agents, contractors and subcontractors, invitees and any other person to which the rights or interests under this Easement are transferred or passed by operation of law, from time to time;
- c. unless the contrary intention appears, the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- d. an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- e. reference to:
 - i. one gender includes all genders;
 - ii. the singular includes the plural and the plural includes the singular;
 - iii. two parties means those parties jointly and severally;
 - iv. “agent” includes financial advisors, solicitors and other advisors;
 - v. a Law includes any instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;

- vi. a clause, schedule, attachment or annexure is to a clause, schedule, attachment or annexure of this Deed;
- vii. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- viii. headings are for convenience only and do not form part of this Deed of affect its interpretation;
- ix. no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it;
- x. the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.

2. GRANT OF EASEMENT

- 2.1 The Grantor grants to Evoenergy an easement over the Easement Area (“Easement”) on the terms contained in this Deed.
- 2.2 The Easement runs with and burdens the Land.
- 2.3. For the purposes of this clause 2 only, “Evoenergy” means Evoenergy, and its administrators, successors, transferees and permitted assigns.

3. RIGHTS AND OBLIGATIONS OF EVOENERGY

- 3.1 Evoenergy may at any time and without restriction for purposes connected with the provision or maintenance of a Utility Service:
 - a. enter and traverse the Land to access the Easement Area and to access, inspect, maintain, repair, renew, add to, alter, remove, replace or use the Equipment;
 - b. cause or permit electricity to be transmitted through Equipment;
 - c. make surveys, take samples and examine soil on the Land;
 - d. enter the Land to construct, install, erect, lay or place Equipment in, on or under the surface of the Land within the Easement Area, or demolish, destroy or remove any part of the Equipment;
 - e. fell or lop trees, or clear, cut or remove anything, or direct the Grantors to remove anything, which interferes with or may interfere with the exercise of Evoenergy’s Rights or the Equipment including, without limitation, trees, plants, roots, branches, improvements, structures, fixtures, and soil fill or any other items whether temporary or permanent in nature;
 - f. interrupt the provision of Utility Services to the Land;
 - g. make cuttings or excavations in the Easement Area;
 - h. erect fences and other structures within the Easement Area when required by Law or when exercising Evoenergy’s Rights.

- i. put a gate or passageway in a fence or wall that prevents or hinder the work of Evoenergy, or remove such a gate or passageway;
- j. temporarily divert or stop traffic on a public road thereby affecting access to the Land;
- k. remove and dispose of soil, vegetation and other material accumulated during the exercise of the Evoenergy Rights;
- l. use those parts of the Land adjacent to the Easement Area which are reasonably required by Evoenergy in connection with the exercise of the Evoenergy Rights;
- m. in urgent circumstances, Evoenergy may perform any of the Evoenergy Rights without prior notice to the Grantor;
- n. install within the Easement Area any other equipment or infrastructure necessary to ensure the operation of the Electricity Network and comply with Law and industry standards;
- o. enter upon the Land and bring its equipment and vehicles onto the Land for the purpose of exercising its rights under this Deed;
- p. carry out any powers given to them under the Act or any other Law where exercising those powers is necessary or desirable for a purpose connected with the provision of Utility Services.

4. THE GRANTOR'S RIGHTS AND OBLIGATIONS

- 4.1 The Grantor must maintain the Easement Area in a way which ensures that Evoenergy has unobstructed and unimpeded access to the Easement Area and the Equipment.
- 4.2 The Grantor must not:
 - a. interfere with the Evoenergy Rights; or
 - b. cause interference (as defined in the Technical Regulation Act) with or to the Equipment within the Easement Area
- 4.3 The Grantor must not do anything which may.
 - a. remove, damage, destroy or interfere with the Equipment; or
 - b. obstruct, prevent, or interfere with Evoenergy's provision of a Utility Service.
- 4.4 The Grantor must not place any structure within the Easement Area, nor plant trees or shrubs which have a potential to damage the Equipment or obscure access to the Easement Area or Equipment, without Evoenergy's prior consent.

5. OWNERSHIP OF EVOENERGY EQUIPMENT

- 5.1 All Equipment will remain the property of Evoenergy whether annexed or affixed to the Land or not.

6. INDEMNITY AND RELEASE

- 6.1 The Grantor indemnifies and must keep Evoenergy indemnified from and against any Liability arising from or in connection with:
- a. a breach by the Grantor of its obligations under this Deed, or any default, act, omission or negligence of the Grantor; or
 - b. illness, personal injury or death caused or contributed to by a default, act, omission or negligence of the Grantor.
- 6.2 It is not necessary for Evoenergy to incur expense or make payment before enforcing a right of indemnity under this Deed.
- 6.3 The Grantor releases Evoenergy from and against all Liability incurred by the Grantor, whether arising directly or indirectly, relating to or in connection with Evoenergy's exercise of the Evoenergy Rights.

7 OTHER MATTERS

- 7.1 The Grantor represents and warrants it has full power and capacity to enter into this Deed.
- 7.2 The Grantor must do all things reasonably required by Evoenergy to:
- a. register this Deed; and
 - b. ensure Evoenergy is given all rights and powers intended to be conferred by this Deed.
- 7.3 The Grantor is responsible for all legal and other professional costs (including those of Evoenergy) associated with the preparation and negotiation of this Deed and the registration of the Easement under it, including but not limited to:
- a. registration fees;
 - b. consent fees; and
 - c. costs associated with obtaining any plan required to be lodged to register this Deed.

8. SURVIVAL OF DEED

- 8.1 This Deed shall survive any change in ownership of the Land and shall bind every subsequent owner as if that owner had executed this Deed in its own right.

9. STATUTORY RIGHTS

- 9.1 Nothing in this Deed limits Evoenergy's rights under the Act or any Law.

10. GOVERNING LAW

- 10.1 This Deed is governed by the law of the Australian Capital Territory.

- 10.2 Each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and any court that can hear appeals from those courts.

11. SEVERABILITY

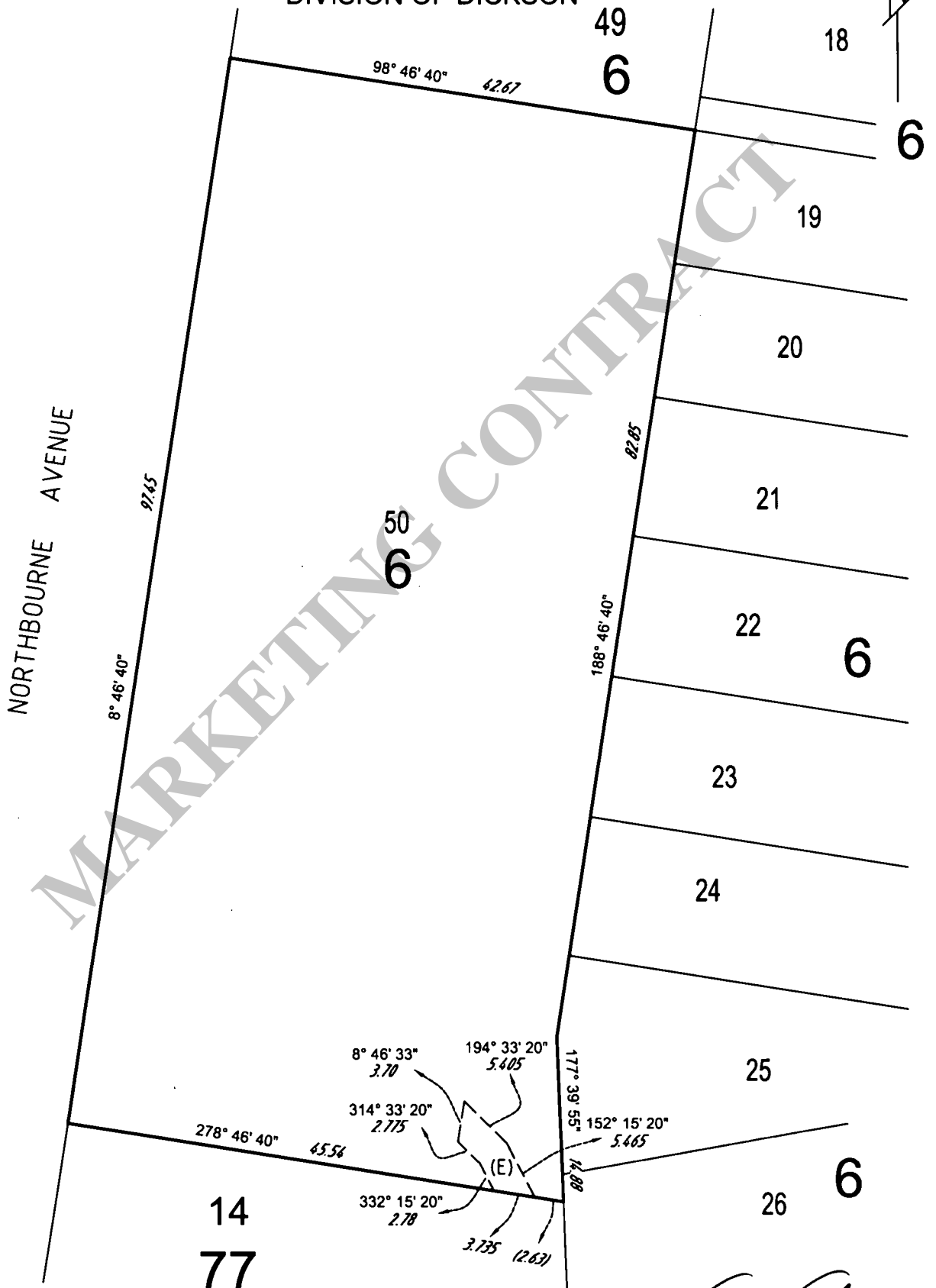
- 11.1 If any provision of this Deed is held invalid, unenforceable or illegal for any reason, the Deed shall otherwise remain in full force and effect apart from the provisions which have been severed.

MARKETING CONTRACT

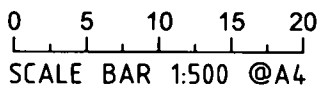
ANNEXURE A – EASEMENT AREA

MARKETING CONTRACT

ANNEXURE A
 PLAN OF ELECTRIC SUPPLY SERVICE EASEMENT
 OVER BLOCK 50 SECTION 6
 DIVISION OF DICKSON



(E) - ELECTRIC SUPPLY SERVICE EASEMENT 3 WIDE



Greg Gibson

GREGORY IRETON GIBSON
 REGISTERED SURVEYOR
 19 / 01 / 2026
 REF. 25-018-P3 TGE-ELEC

Execution page

EXECUTED as a deed

EXECUTED for)
Icon Distribution Investments Limited)
ABN 83 073 025 224 and Jemena Networks)
(ACT) Pty Ltd ABN 24 008 552 663)

by the **Chief Executive Officer of**)
ActewAGL, as their attorney under power of)
attorney ACT registered no. 0138518 in the)
presence of)

K Barry)
.....)
Signature of witness)

Kelly Barry)
.....)
Name of witness)

.....)
By executing this Deed the attorney)
states that the attorney has received)
no notice of revocation of the power)
of attorney.)

EXECUTED by Art Projects)
Nominees Pty Ltd ACN 610 529 452in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

Elisa Roso)
.....)
Name of sole director/company)
secretary)

[Signature])
.....)
Signature of sole director/company)
secretary)



CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

NOTE – Where a Subleasee or Caveator consents to the registration of a units plan, upon registration, it will have the effect of determining the sublease pursuant to S90 of the Land Titles Act 1925 and S25(1)(a) of the Land Titles (Unit Titles) Act 1970.

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3025:784	Dickson	6	50	

FULL NAME OF CONSENTING PARTY (Surname Last) (ACN required for all companies)

P.T. Limited ACN: 004 454 666

CONSENT TO REGISTER (Please specify the purpose of this consent and all parties related to the instrument to be registered)


TRANSFER AND GRANT OF EASEMENT (FORM 080 - TGE)
 Art Projects Nominee Pty Ltd ACN 610 529 452, Icon Distribution Investments Ltd ACN 073 025 224 and Jemena Networks (ACT) Pty Ltd ACN 008 552 663

CERTIFICATION **Delete the inapplicable*

Applicant

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

Signed By:



Name of certifying party: Dilip Perina
 Capacity of certifying party: Employee of P.T. Limited

for: P.T. Limited ACN: 004 454 666

on behalf of the Mortgagee



3439945

LAND TITLES
ACCESS CANBERRA
City and Environment Directorate

APPLICATION FOR TITLE REPAIR (CORRECTION)

004 - ATR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
CED – Unit Titling	Shannon.mould@act.gov.au	-	

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3026 / 216	Dickson	6	50	CP

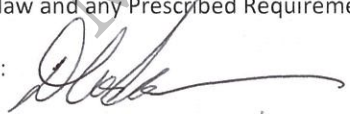
NAME AND ADDRESS OF APPLICANT/S (including postcode) (Provide Full Name, Surname Last)
The Owners – Units Plan No 16821 Vantage Strata Pty Ltd, PO Box 206 Civic Square ACT 2608

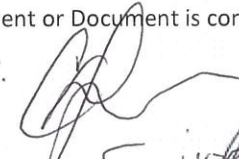
SUPPORTING DOCUMENTS (the following documents are required in support of this application) (refer guidance notes for more information)
<input checked="" type="checkbox"/> Statutory Declaration/s <input type="checkbox"/> Contract for Sale (if required) <input type="checkbox"/> Other (please specify)

DATE	CORRECTION TO BE RECORDED AS AN ENCUMBRANCE?
25/02/2026	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CERTIFICATION *Delete the inapplicable Applicant

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

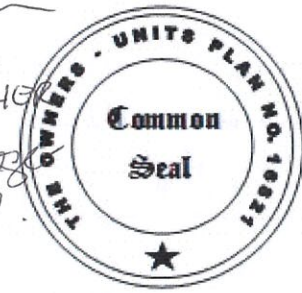
Signed By: 

Witness: 

<Name of certifying party> Daniel Leskovec
 <Capacity of certifying party> Strata Manager for and on behalf of UP 16821

CARMEL FISCHER
 Senior Admin Manager
 Vantage Strata

for: <Company name> Vantage Strata
 on behalf of the Registered Proprietor



OFFICE USE ONLY			
Lodged by		Registered date / by	LMT - 27/02/2026
Data entered by		Attachments/Annexures	2 x Stat Dec

VOI Category 3 sighted LMT - 27/02/2026

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16821

Block 50 Section 6 Division of DICKSON

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

1. The term of the lease of each of the units expires on the eleventh day of December Two thousand one hundred and twenty four.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 207 inclusive covenants with the Territory Planning Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit for residential use LIMITED TO multi-unit housing and caretaker’s residence;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration*

I,¹ Sharon Harmer, 480 Northbourne Avenue Dickson, Public Servant make the following declaration under section 9 of the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs*

² While preparing the Units Plan for Block 50 Section 6 Dickson, an error occurred at point 3 on Form 4 at sheet no. 50. Leasing Services included units 1-177 rather than 1-207.

The error then went unnoticed by the lessee of the block and the units plan was executed by all parties.

A replacement page has been included with the Statutory Declaration to replace the current sheet no.50.

I believe that the statements in this declaration are true in every particular, and I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, the punishment for which is imprisonment for a term of 4 years.

3 *Signature of person making the declaration*

³

Sharon Harmer

4 *Email address or telephone number of person making the declaration*

⁴ sharon.harmer@act.gov.au
(02) 6207 1790

5 *Place*

6 *Day*

7 *Month and year*

Declared at ⁵ Dickson on ⁶ 25th of ⁷ February 2026

8 *Signature of person observing the declaration being made*

Observed by me,

⁸

SMJd

9 *Full name, qualification and address of person observing the declaration being made*

⁹ Shannon Mould, Public Servant, 480 Northbourne Avenue Dickson

10 *Email address and/or telephone number of person observing the declaration being made*

¹⁰ shannon.mould@act.gov.au
(02) 6205 8355

Commonwealth of Australia
STATUTORY DECLARATION
Statutory Declarations Act 1959

1 *Insert the name, address and occupation of person making the declaration* I,¹ Elisa Roso, Sole Director, Art Projects Nominees Pty Ltd A.C.N. 610 529 452, of Level 10, Constitution Place, 1 Constitution Avenue, Canberra make the following declaration under section 9 of the *Statutory Declarations Act 1959*:

2 *Set out matter declared to in numbered paragraphs* ² I am aware that while preparing the Units Plan for Block 50 Section 6 Dickson, an error occurred at point 3 on Form 4 at sheet no. 50. Leasing Services included units 1-177 rather than 1-207.

The error then went unnoticed by me when executing the Units Plan.

I am aware that a replacement page has been prepared by Leasing Services and will be included to replace the current sheet no.50.

I believe that the statements in this declaration are true in every particular, and I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, the punishment for which is imprisonment for a term of 4 years.

3 *Signature of person making the declaration*

3

4 *Email address or telephone number of person making the declaration*

0418 244 273

5 *Place*

Declared at ⁵ 1 Constitution Avenue ⁶ 25th of ⁷ February 2026
AVENUE CANBERRA ACT 2601

6 *Day*

7 *Month and year*

Observed by me,

8 *Signature of person observing the declaration being made*

9

¹⁰ SIMON MICHAEL HUSZAR

9 *Full name, qualification and address of person observing the declaration being made*

MEMBER INSTITUTE OF CHARTERED ACCOUNTANTS
AUSTRALIA AND NZ MEM# 378483

10 *Email address and/or telephone number of person observing the declaration being made*

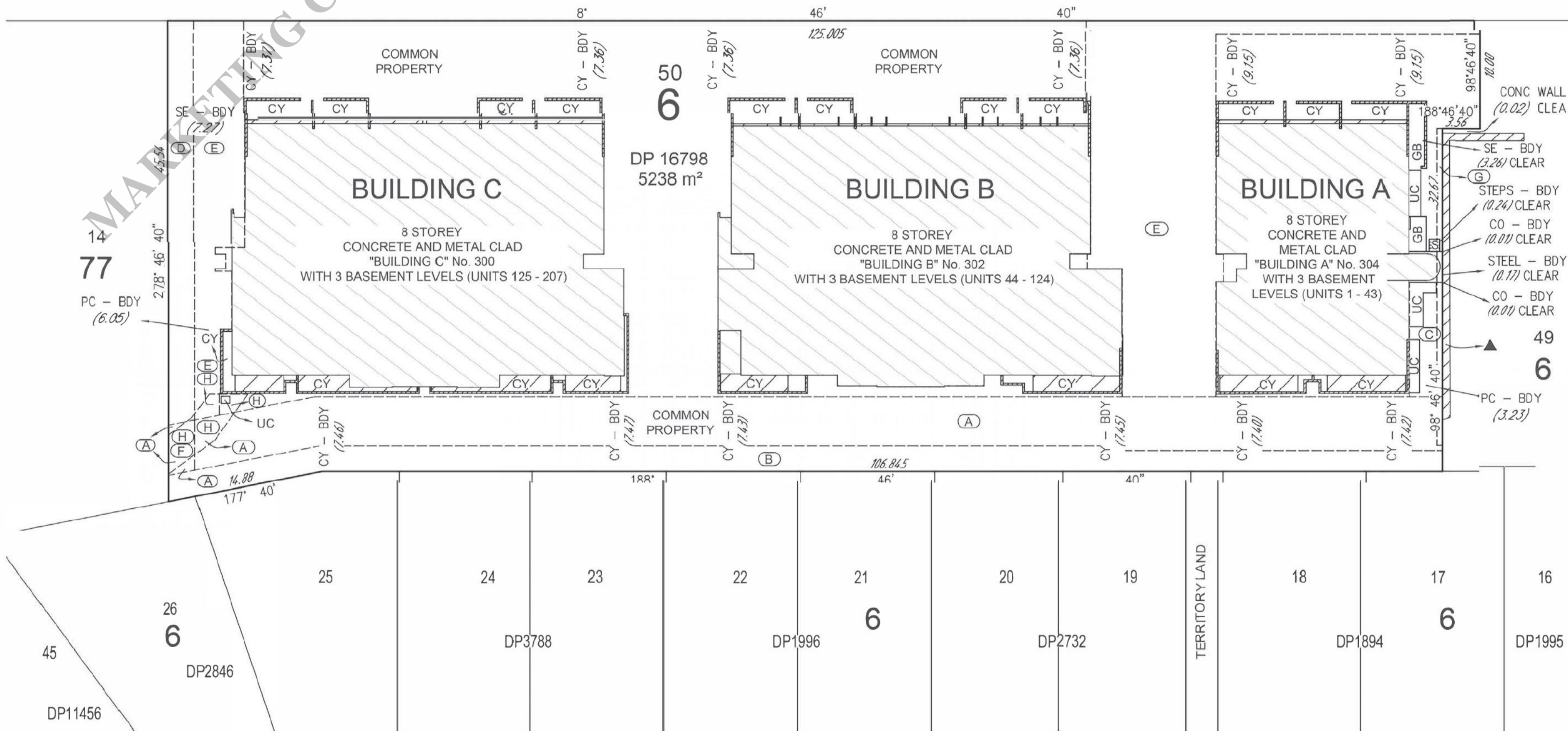
0413 880 249

- (A) - PROPOSED ACCESS EASEMENT AND DRAINAGE SERVICE EASEMENT 4.70, 5.15 WIDE & VARIABLE WIDTH LIMITED IN DEPTH TO RL570.70 AND UNLIMITED IN HEIGHT (VIDE DP 16798)
- (B) - PROPOSED ACCESS, DRAINAGE, ELECTRIC AND GAS SUPPLY SERVICE EASEMENT 2.00 WIDE, 2.45 WIDE AND VARIABLE WIDTH (VIDE DP 16798)
- (C) - PROPOSED DRAINAGE SERVICE EASEMENT 3.16 WIDE LIMITED IN DEPTH TO RL570.90 AND LIMITED IN HEIGHT TO RL571.65 (VIDE DP 16798)
- (D) - PROPOSED DRAINAGE SERVICE EASEMENT AND PROPOSED PEDESTRIAN ACCESS EASEMENT 2.5 WIDE (VIDE DP 16798)
- (E) - PROPOSED PEDESTRIAN ACCESS EASEMENT AND DRAINAGE SERVICE EASEMENT VARIABLE WIDTH AND LIMITED IN DEPTH TO RL570.70 AND LIMITED IN HEIGHT TO RL574.00 (VIDE DP 16798)
- (F) - PROPOSED DRAINAGE SERVICE EASEMENT AND ACCESS EASEMENT 2.5 WIDE (VIDE DP 16798)
- (G) - DENOTES EASEMENT FOR SUPPORT 0.5 WIDE (VIDE DEALING 3263823)
- (H) - DENOTES ELECTRIC SUPPLY SERVICE EASEMENT 3 WIDE (VIDE DEALING 3435626)



DIVISION OF LYNEHAM

NORTHBOURNE AVENUE



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

Sheet No. 1 of 62

SITE PLAN

LAND DETAILS

Block 50
Section 6
Division DICKSON
Deposited Plan Number DP 16798
Volume/Folio 3025/784
Class of Units (A or B) A

ART PROJECTS NOMINEES PTY LTD
ACN: 610 529 452 BY ITS SOLE DIRECTOR IN ACCORDANCE WITH S.127 OF THE CORPORATIONS ACT
Art Projects Nominees Pty Ltd
ACN 610 529 452

Elisa Roso
Sole Director Elisa Roso
SOLE DIRECTOR

Signature of Lessee

Sharon Harmer
Sharon Harmer
Delegate of the
ACT Planning and Land Authority
12th February 2026
APPROVED UNDER THE UNIT TITLES ACT 2001, AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

Leanne Taunton
Leanne Taunton
Deputy Registrar-General

16/02/2026

UNITS PLAN No. 16821

SURVEYORS DECLARATION

I, GREGORY IRETON GIBSON of ELLIPSE SURVEYING

A surveyor registered under the Surveyors Act 2007, herby certify that:

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on 18/12/2025
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Greg Gibson
Signature of Registered Surveyor

REF: 23-088 Dated 05/02/2026

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

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

OR

3 (a), (b), (c)

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

PO BOX 206 CIVIC SQUARE ACT 2608
Address for Service of Notice

VANTAGE STRATA PTY LTD
Name of Manager / Owners Corporation

Form 1
Form 088 - SP

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

FLOOR PLAN

Block
50

Section
6

Division
DICKSON

FLOOR NUMBER

INDEX

UNIT IDENTIFIER					SUBSIDIARIES						SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR LEVEL	DOOR No.	STREET ADDRESS	BALCONY / COURTYARD		CARSPACE / GARAGE		STOREAGE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	14	GROUND	G02	No. 304 Northbourne Avenue	1	14	2	8	3	8	3
2	14	GROUND	G03	No. 304 Northbourne Avenue	1	14	2	8	3	8	3
3	14	GROUND	G04	No. 304 Northbourne Avenue	1	14	2	8	3	8	3
4	14	GROUND	G05	No. 304 Northbourne Avenue	1	14	2	8	3	8	3
5	14	GROUND	G01	No. 304 Northbourne Avenue	1	14	2,3	8	4,5	8	5
6	17	LEVEL 1	102	No. 304 Northbourne Avenue	1	17	2	11	3	11	3
7	17	LEVEL 1	103	No. 304 Northbourne Avenue	1	17	2	11	3	11	3
8	17	LEVEL 1	104	No. 304 Northbourne Avenue	1	17	2	11	3	11	3
9	17	LEVEL 1	105	No. 304 Northbourne Avenue	1	17	2	11	3	11	3
10	17	LEVEL 1	101	No. 304 Northbourne Avenue	1	17	2	11	3	11	3
11	20	LEVEL 2	202	No. 304 Northbourne Avenue	1	20	2	13	3	13	3
12	20	LEVEL 2	203	No. 304 Northbourne Avenue	1	20	2	11	3	11	3
13	20	LEVEL 2	204	No. 304 Northbourne Avenue	1	20	2	5	3	5	3
14	20	LEVEL 2	205	No. 304 Northbourne Avenue	1	20	2	5	3	5	3
15	20	LEVEL 2	201	No. 304 Northbourne Avenue	1	20	2	5	3	5	3
16	23	LEVEL 3	302	No. 304 Northbourne Avenue	1	23	2	8	3	11	3
17	23	LEVEL 3	303	No. 304 Northbourne Avenue	1	23	2	11	3	11	3
18	23	LEVEL 3	304	No. 304 Northbourne Avenue	1	23	2	8	3	8	3
19	23	LEVEL 3	305	No. 304 Northbourne Avenue	1	23	2	8	3	8	3
20	23	LEVEL 3	301	No. 304 Northbourne Avenue	1	23	2	8	3	8	3
21	26	LEVEL 4	402	No. 304 Northbourne Avenue	1	26	2	8	3	8	3
22	26	LEVEL 4	403	No. 304 Northbourne Avenue	1	26	2	7	3	7	3
23	26	LEVEL 4	404	No. 304 Northbourne Avenue	1	26	2	7	3	7	3
24	26	LEVEL 4	405	No. 304 Northbourne Avenue	1	26	2	7	3	5	3
25	26	LEVEL 4	401	No. 304 Northbourne Avenue	1	26	2	8	3	8	3
26	29	LEVEL 5	502	No. 304 Northbourne Avenue	1	29	2	8	3	8	3
27	29	LEVEL 5	503	No. 304 Northbourne Avenue	1	29	2	8	3	5	3
28	29	LEVEL 5	504	No. 304 Northbourne Avenue	1	29	2	10	3	10	3
29	29	LEVEL 5	505	No. 304 Northbourne Avenue	1	29	2	8	3	8	3
30	29	LEVEL 5	501	No. 304 Northbourne Avenue	1	29	2	9	3	9	3
31	32	LEVEL 6	602	No. 304 Northbourne Avenue	1	32	2	8	3	8	3
32	32	LEVEL 6	603	No. 304 Northbourne Avenue	1	32	2	12	3	12	3
33	32	LEVEL 6	604	No. 304 Northbourne Avenue	1	32	2	8	3	8	3
34	32	LEVEL 6	605	No. 304 Northbourne Avenue	1	32	2	10	3	10	3
35	32	LEVEL 6	601	No. 304 Northbourne Avenue	1	32	2	6	3	7	3
36	35	LEVEL 7	702	No. 304 Northbourne Avenue	1	35	2	11	3	11	3
37	35	LEVEL 7	703	No. 304 Northbourne Avenue	1	35	2	11	3	11	3
38	35	LEVEL 7	704	No. 304 Northbourne Avenue	1	35	2	11	3	11	3
39	35,38	LEVEL 7,8	705	No. 304 Northbourne Avenue	1,2	35,38	3,4	11	5,6	11,38	6
40	35	LEVEL 7	701	No. 304 Northbourne Avenue	1	35	2	12	3	12	3
41	38	LEVEL 8	802	No. 304 Northbourne Avenue	1	38	2	11	3	11	3
42	38	LEVEL 8	803	No. 304 Northbourne Avenue	1	38	2	11	3	11	3
43	38	LEVEL 8	801	No. 304 Northbourne Avenue	1	38	2,3	11	4	11	4
44	15	GROUND	G02	No. 302 Northbourne Avenue	1	15	2	9	3	9	3
45	15	GROUND	G03	No. 302 Northbourne Avenue	1	15	2	9	3	5	3
46	15	GROUND	G04	No. 302 Northbourne Avenue	1	15	2	12	3	12	3
47	15	GROUND	G05	No. 302 Northbourne Avenue	1	15	2,3	9	4	5	4
48	15	GROUND	G06	No. 302 Northbourne Avenue	1	15	2,3	11	4,5	11,8	5
49	15	GROUND	G01	No. 302 Northbourne Avenue	1	15	2	9	3	5	3
50	18	LEVEL 1	103	No. 302 Northbourne Avenue	1	18	2,3	6	4	5	4
51	18	LEVEL 1	104	No. 302 Northbourne Avenue	1	18	2	6	3	6	3
52	18	LEVEL 1	105	No. 302 Northbourne Avenue	1	18	2	6	3	6	3
53	18	LEVEL 1	106	No. 302 Northbourne Avenue	1	18	2	6	3	6	3
54	18	LEVEL 1	107	No. 302 Northbourne Avenue	1	18	2	5	3	5	3
55	18	LEVEL 1	108	No. 302 Northbourne Avenue	1	18	2	5	3	5	3
56	18	LEVEL 1	109	No. 302 Northbourne Avenue	1	18	2	6	3	5	3
57	18	LEVEL 1	110	No. 302 Northbourne Avenue	1	18	2	5	3	5	3
58	18	LEVEL 1	101	No. 302 Northbourne Avenue	1	18	2	10	3	10	3
59	18	LEVEL 1	102	No. 302 Northbourne Avenue	1	18	2	6	3	6	3

UNIT IDENTIFIER					SUBSIDIARIES						SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR LEVEL	DOOR No.	STREET ADDRESS	BALCONY / COURTYARD		CARSPACE / GARAGE		STOREAGE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
60	21	LEVEL 2	203	No. 302 Northbourne Avenue	1	21	2	9	3	9	3
61	21	LEVEL 2	204	No. 302 Northbourne Avenue	1	21	2	9	3	11	3
62	21	LEVEL 2	205	No. 302 Northbourne Avenue	1	21	2	6	3	6	3
63	21	LEVEL 2	206	No. 302 Northbourne Avenue	1	21	2	6	3	6	3
64	21	LEVEL 2	207	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
65	21	LEVEL 2	208	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
66	21	LEVEL 2	209	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
67	21	LEVEL 2	210	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
68	21	LEVEL 2	201	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
69	21	LEVEL 2	202	No. 302 Northbourne Avenue	1	21	2	5	3	5	3
70	24	LEVEL 3	303	No. 302 Northbourne Avenue	1	24	2	6	3	5	3
71	24	LEVEL 3	304	No. 302 Northbourne Avenue	1	24	2	5	3	5	3
72	24	LEVEL 3	305	No. 302 Northbourne Avenue	1	24	2	5	3	5	3
73	24	LEVEL 3	306	No. 302 Northbourne Avenue	1	24	2	5	3	5	3
74	24	LEVEL 3	307	No. 302 Northbourne Avenue	1	24	2	5	3	5	3
75	24	LEVEL 3	308	No. 302 Northbourne Avenue	1	24	2	5	3	5	3
76	24	LEVEL 3	309	No. 302 Northbourne Avenue	1	24	2	11	3	7	3
77	24	LEVEL 3	310	No. 302 Northbourne Avenue	1	24	2,3	11	4	11	4
78	24	LEVEL 3	301	No. 302 Northbourne Avenue	1	24	2,3	8	4	5	4
79	24	LEVEL 3	302	No. 302 Northbourne Avenue	1	24	2,3	5	4,5	5,7	5
80	27	LEVEL 4	403	No. 302 Northbourne Avenue	1	27	2	5	3	5	3
81	27	LEVEL 4	404	No. 302 Northbourne Avenue	1	27	2	5	3	5	3
82	27	LEVEL 4	405	No. 302 Northbourne Avenue	1	27	2	5	3	5	3
83	27	LEVEL 4	406	No. 302 Northbourne Avenue	1	27	2	5	3	5	3
84	27	LEVEL 4	407	No. 302 Northbourne Avenue	1	27	2	12	3	12	3
85	27	LEVEL 4	408	No. 302 Northbourne Avenue	1	27	2	11	3	11	3
86	27	LEVEL 4	409	No. 302 Northbourne Avenue	1	27	2	11	3	11	3
87	27	LEVEL 4	410	No. 302 Northbourne Avenue	1	27	2	11	3	11	3
88	27	LEVEL 4	401	No. 302 Northbourne Avenue	1	27	2	10	3	10	3
89	27	LEVEL 4	402	No. 302 Northbourne Avenue	1	27	2	8	3	8	3
90	30	LEVEL 5	503	No. 302 Northbourne Avenue	1	30	2	8	3	8	3
91	30	LEVEL 5	504	No. 302 Northbourne Avenue	1	30	2	8	3	8	3
92	30	LEVEL 5	505	No. 302 Northbourne Avenue	1	30	2	8	3	8	3
93	30	LEVEL 5	506	No. 302 Northbourne Avenue	1	30	2	9	3	9	3
94	30	LEVEL 5	507	No. 302 Northbourne Avenue	1	30	2	9	3	9	3
95	30	LEVEL 5	508	No. 302 Northbourne Avenue	1	30	2	9	3	9	3
96	30	LEVEL 5	509	No. 302 Northbourne Avenue	1	30	2	12	3	7	3
97	30	LEVEL 5	510	No. 302 Northbourne Avenue	1	30	2	12	3,4	8,38	4
98	30	LEVEL 5	501	No. 302 Northbourne Avenue	1	30	2,3	7	4	7	4
99	30	LEVEL 5	502	No. 302 Northbourne Avenue	1	30	2	5	3	5	3
100	33	LEVEL 6	603	No. 302 Northbourne Avenue	1	33	2,3	8	4	5	4
101	33	LEVEL 6	604	No. 302 Northbourne Avenue	1	33	2	8	3	8	3
102	33	LEVEL 6	605	No. 302 Northbourne Avenue	1	33	2	8	3	8	3
103	33	LEVEL 6	606	No. 302 Northbourne Avenue	1	33	2	9	3	9	3
104	33	LEVEL 6	607	No. 302 Northbourne Avenue	1	33	2	7	3	7	3
105	33	LEVEL 6	608	No. 302 Northbourne Avenue	1	33	2	9	3	9	3
106	33	LEVEL 6	609	No. 302 Northbourne Avenue	1	33	2	12	3	11	3
107	33	LEVEL 6	610	No. 302 Northbourne Avenue	1	33	2	12	3,4	38,8	4
108	33	LEVEL 6	601	No. 302 Northbourne Avenue	1	33	2	10	3	10	3
109	33,36	LEVEL 6,7	602	No. 302 Northbourne Avenue	1	33	2,3	12	4	12	4
110	36	LEVEL 7	702	No. 302 Northbourne Avenue	1	36	2,3	10	4	10	4
111	36	LEVEL 7	703	No. 302 Northbourne Avenue	1	36	2	11	3	11	3
112	36	LEVEL 7	704	No. 302 Northbourne Avenue	1	36	2,3	6	4	5	4
113	36	LEVEL 7	705	No. 302 Northbourne Avenue	1	36	2	9	3	7	3
114	36	LEVEL 7	706	No. 302 Northbourne Avenue	1	36	2	13	3	13	3
115	36	LEVEL 7	707	No. 302 Northbourne Avenue	1	36	2	12	3	12	3
116	36	LEVEL 7	708	No. 302 Northbourne Avenue	1	36	2	12	3	12	3
117	36	LEVEL 7	709	No. 302 Northbourne Avenue	1	36	2	12	3,4	7,38	4
118	36	LEVEL 7	701	No. 302 Northbourne Avenue	1	36	2	10	3	10	3

FLOOR PLAN

Block
50

Section
6

Division
DICKSON

FLOOR NUMBER

INDEX

UNIT IDENTIFIER					SUBSIDIARIES						SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR LEVEL	DOOR No.	STREET ADDRESS	BALCONY / COURTYARD		CARSPACE / GARAGE		STOREAGE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
119	39	LEVEL 8	802	No. 302 Northbourne Avenue	1	39	2	11	3	11	3
120	39	LEVEL 8	803	No. 302 Northbourne Avenue	1	39	2	11	3	11	3
121	39	LEVEL 8	804	No. 302 Northbourne Avenue	1	39	2	12	3	12	3
122	39	LEVEL 8	805	No. 302 Northbourne Avenue	1	39	2	12	3	12	3
123	39	LEVEL 8	806	No. 302 Northbourne Avenue	1	39	2,3,4	10	5,6	10	6
124	39	LEVEL 8	801	No. 302 Northbourne Avenue	1	39	2,3,4	9	5,6	10,8	6
125	16	GROUND	G03	No. 302 Northbourne Avenue	1	16	2	10	3	10	3
126	16	GROUND	G04	No. 300 Northbourne Avenue	1	16	2	6	3	6	3
127	16	GROUND	G05	No. 300 Northbourne Avenue	1	16	2	10	3	10	3
128	16	GROUND	G06	No. 300 Northbourne Avenue	1	16	2	10	3	10	3
129	16	GROUND	G07	No. 300 Northbourne Avenue	1	16	2	13	3	8	3
130	16	GROUND	G08	No. 300 Northbourne Avenue	1	16	2	13	3	8	3
131	16	GROUND	G01	No. 300 Northbourne Avenue	1	16	2	10	3	10	3
132	16	GROUND	G02	No. 300 Northbourne Avenue	1	16	2	9	3	9	3
133	19	LEVEL 1	103	No. 300 Northbourne Avenue	1	19	2	7	3	7	3
134	19	LEVEL 1	104	No. 300 Northbourne Avenue	1	19	2,3	10	4	10	4
135	19	LEVEL 1	105	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
136	19	LEVEL 1	106	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
137	19	LEVEL 1	107	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
138	19	LEVEL 1	108	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
139	19	LEVEL 1	109	No. 300 Northbourne Avenue	1	19	2,3	9	4	10	4
140	19	LEVEL 1	110	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
141	19	LEVEL 1	101	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
142	19	LEVEL 1	102	No. 300 Northbourne Avenue	1	19	2	6	3	6	3
143	22	LEVEL 2	203	No. 300 Northbourne Avenue	1	22	2	6	3	6	3
144	22	LEVEL 2	204	No. 300 Northbourne Avenue	1	22	2	6	3	6	3
145	22	LEVEL 2	205	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
146	22	LEVEL 2	206	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
147	22	LEVEL 2	207	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
148	22	LEVEL 2	208	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
149	22	LEVEL 2	209	No. 300 Northbourne Avenue	1	22	2,3	13,12	4	8	4
150	22	LEVEL 2	210	No. 300 Northbourne Avenue	1	22	2,3	13	4	8	4
151	22	LEVEL 2	201	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
152	22	LEVEL 2	202	No. 300 Northbourne Avenue	1	22	2	7	3	7	3
153	25	LEVEL 3	303	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
154	25	LEVEL 3	304	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
155	25	LEVEL 3	305	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
156	25	LEVEL 3	306	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
157	25	LEVEL 3	307	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
158	25	LEVEL 3	308	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
159	25	LEVEL 3	309	No. 300 Northbourne Avenue	1	25	2	10	3	10	3
160	25	LEVEL 3	310	No. 300 Northbourne Avenue	1	25	2	13	3	8	3
161	25	LEVEL 3	301	No. 300 Northbourne Avenue	1	25	2	7	3	7	3
162	25	LEVEL 3	302	No. 300 Northbourne Avenue	1	25	2,3	7	4	7	4
163	28	LEVEL 4	403	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
164	28	LEVEL 4	404	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
165	28	LEVEL 4	405	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
166	28	LEVEL 4	406	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
167	28	LEVEL 4	407	No. 300 Northbourne Avenue	1	28	2	9	3	10	3
168	28	LEVEL 4	408	No. 300 Northbourne Avenue	1	28	2	12	3	12	3
169	28	LEVEL 4	409	No. 300 Northbourne Avenue	1	28	2	13	3	8	3
170	28	LEVEL 4	410	No. 300 Northbourne Avenue	1	28	2	13	3	8	3
171	28	LEVEL 4	401	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
172	28	LEVEL 4	402	No. 300 Northbourne Avenue	1	28	2	9	3	9	3
173	31	LEVEL 5	503	No. 300 Northbourne Avenue	1	31	2	9	3	9	3
174	31	LEVEL 5	504	No. 300 Northbourne Avenue	1	31	2	9	3	9	3
175	31	LEVEL 5	505	No. 300 Northbourne Avenue	1	31	2	9	3	9	3
176	31	LEVEL 5	506	No. 300 Northbourne Avenue	1	31	2	9	3	9	3
177	31	LEVEL 5	507	No. 300 Northbourne Avenue	1	31	2	9	3	9	3

UNIT IDENTIFIER					SUBSIDIARIES						SUBSIDIARY TOTAL
UNIT No.	SHEET No.	FLOOR LEVEL	DOOR No.	STREET ADDRESS	BALCONY / COURTYARD		CARSPACE / GARAGE		STOREAGE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
178	31	LEVEL 5	508	No. 300 Northbourne Avenue	1	31	2	13	3	13	3
179	31	LEVEL 5	509	No. 300 Northbourne Avenue	1	31	2	13	3	8	3
180	31	LEVEL 5	510	No. 300 Northbourne Avenue	1	31	2	13	3	8	3
181	31	LEVEL 5	501	No. 300 Northbourne Avenue	1	31	2	10	3	10	3
182	31	LEVEL 5	502	No. 300 Northbourne Avenue	1	31	2	10	3	10	3
183	34	LEVEL 6	603	No. 300 Northbourne Avenue	1	34	2,3	9	4	5	4
184	34	LEVEL 6	604	No. 300 Northbourne Avenue	1	34	2	12	3	12	3
185	34	LEVEL 6	605	No. 300 Northbourne Avenue	1	34	2	11	3	11	3
186	34	LEVEL 6	606	No. 300 Northbourne Avenue	1	34	2	11	3	11	3
187	34	LEVEL 6	607	No. 300 Northbourne Avenue	1	34	2	12	3	12	3
188	34	LEVEL 6	608	No. 300 Northbourne Avenue	1	34	2	6	3	5	3
189	34	LEVEL 6	609	No. 300 Northbourne Avenue	1	34	2	12	3	11	3
190	34	LEVEL 6	610	No. 300 Northbourne Avenue	1	34	2	12	3	11	3
191	34	LEVEL 6	601	No. 300 Northbourne Avenue	1	34	2	12	3	12	3
192	34,37	LEVEL 6,7	602	No. 300 Northbourne Avenue	1	34	2,3	6	4	5	4
193	37	LEVEL 7	702	No. 300 Northbourne Avenue	1	37	2	12	3	12	3
194	37	LEVEL 7	703	No. 300 Northbourne Avenue	1	37	2	13	3	13	3
195	37	LEVEL 7	704	No. 300 Northbourne Avenue	1	37	2	13	3	13	3
196	37	LEVEL 7	705	No. 300 Northbourne Avenue	1	37	2	12	3	12	3
197	37	LEVEL 7	706	No. 300 Northbourne Avenue	1	37	2	12	3	12	3
198	37	LEVEL 7	707	No. 300 Northbourne Avenue	1	37	2,3	6	4	5	4
199	37	LEVEL 7	708	No. 300 Northbourne Avenue	1	37	2	13	3	8	3
200	37	LEVEL 7	709	No. 300 Northbourne Avenue	1	37	2	13	3	8	3
201	37	LEVEL 7	701	No. 300 Northbourne Avenue	1	37	2	12	3	12	3
202	40	LEVEL 8	802	No. 300 Northbourne Avenue	1	40	2	12	3	12	3
203	40	LEVEL 8	803	No. 300 Northbourne Avenue	1	40	2	12	3	12	3
204	40	LEVEL 8	804	No. 300 Northbourne Avenue	1	40	2	13	3	8	3
205	40	LEVEL 8	805	No. 300 Northbourne Avenue	1	40	2,3	10	4	10	4
206	40	LEVEL 8	806	No. 300 Northbourne Avenue	1	40	2,3	13	4	13	4
207	40	LEVEL 8	801	No. 300 Northbourne Avenue	1	40	2,3	9	4	7	4

FLOOR PLAN

Block

50

Section

6





Division

DICKSON

FLOOR NUMBER

LEGEND

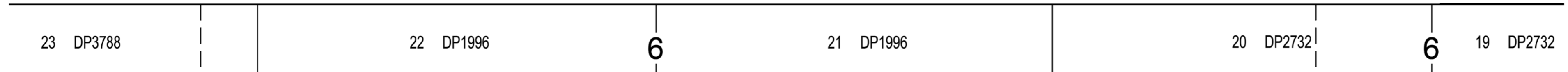
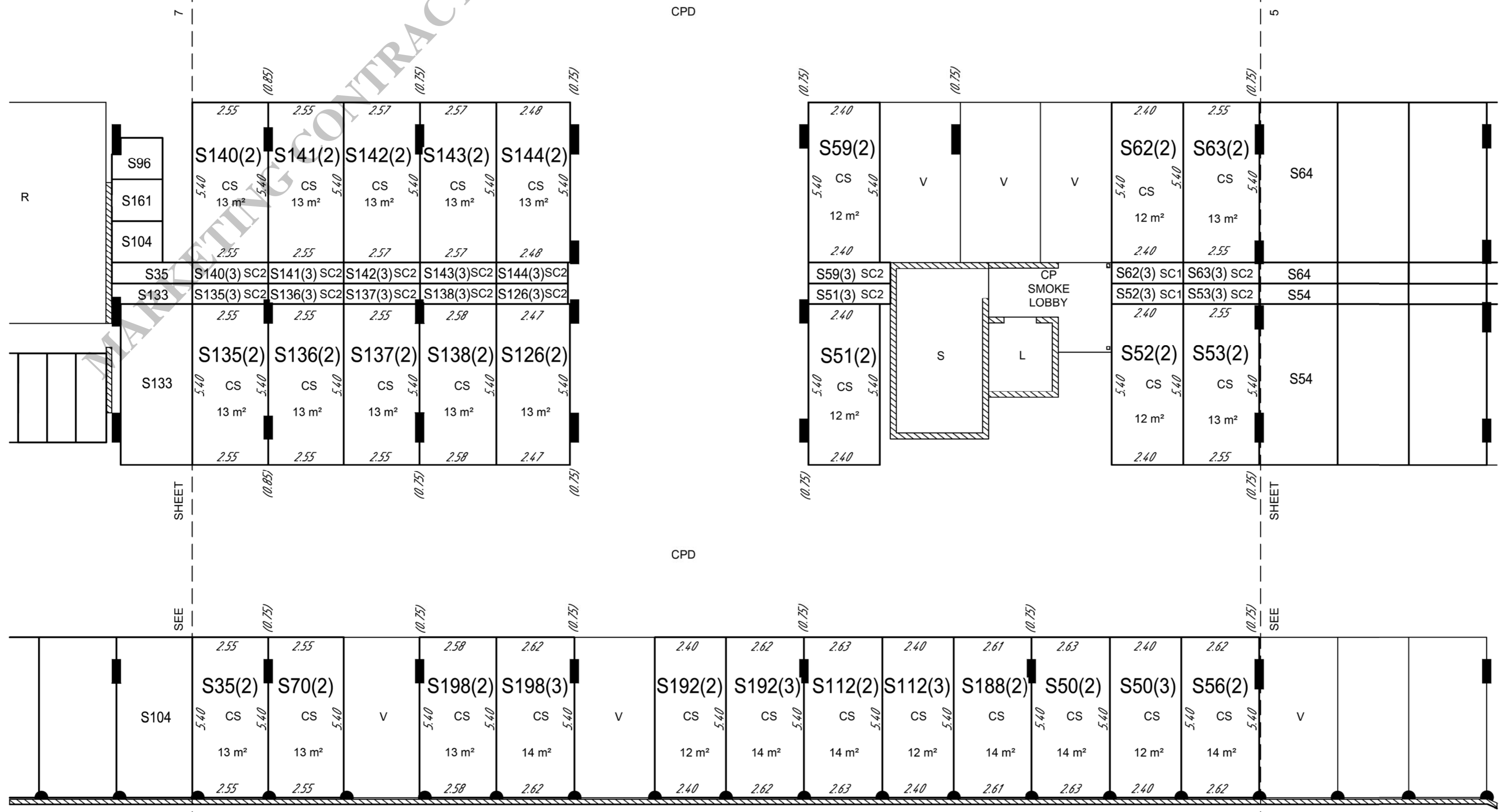
- AD - DENOTES ADAPTABLE VISITOR CAR SPACE (COMMON PROPERTY)
- B - DENOTES BALCONY
- BDY - DENOTES BOUNDARY
- CP - DENOTES COMMON PROPERTY
- CPD - DENOTES COMMON PROPERTY DRIVEWAY
- CS - DENOTES CAR SPACE (ALL CAR SPACES ARE RECTANGLE UNLESS OTHERWISE NOTED)
- CY - DENOTES COURTYARD
- D - DENOTES DUCT (COMMON PROPERTY)
- GB - DENOTES GARDEN BED (COMMON PROPERTY)
- L - DENOTES LIFT (COMMON PROPERTY)
- LB - DENOTES LETTER BOX (COMMON PROPERTY)
- LBY - DENOTES LOBBY (COMMON PROPERTY)
- MB - DENOTES MOTORCYCLE SPACE (COMMON PROPERTY)
- PB - DENOTES PLANTER BOX (COMMON PROPERTY)
- PC - DENOTES PRECAST PANEL WALL
- R - DENOTES RAMP (COMMON PROPERTY)
- S - DENOTES STAIRS (COMMON PROPERTY)
- SE - DENOTES SLAB EDGE
- SH - DENOTES SHARED CAR SPACE (COMMON PROPERTY)
- SC - DENOTES STORAGE CAGE
- SC1 - DENOTES STORAGE CAGE 1.5 m² UNLESS NOTED OTHERWISE
- SC2 - DENOTES STORAGE CAGE 2 m² UNLESS NOTED OTHERWISE
- SC3 - DENOTES STORAGE CAGE 2.5 m² UNLESS NOTED OTHERWISE
- SC4 - DENOTES STORAGE CAGE 3 m² UNLESS NOTED OTHERWISE
- UC - DENOTES UTILITY CUPBOARD (COMMON PROPERTY)
- V - DENOTES VISITOR PARKING (COMMON PROPERTY)
- W - DENOTES WASTE ENCLOSURE (COMMON PROPERTY)

-  - DENOTES STRUCTURAL COLUMN (COMMON PROPERTY)
-  - DENOTES PROLONGATION CENTRELINE OF COLUMN
-  - DENOTES PROLONGATION FACE OF COLUMN
-  - DENOTES FACE OF NEIGHBORING CONCRETE WALL ON BOUNDARY

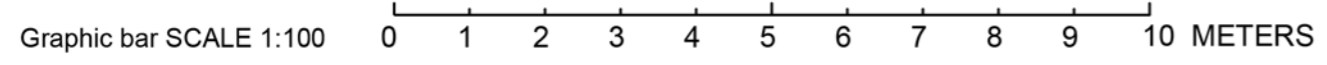
1. - UNIT AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINES OF WALLS, EXCEPT WHERE THE EXTERNAL WALL OF THAT UNIT ABUTS COMMON PROPERTY AND THE AREA OF THAT UNIT WILL INCLUDE THAT WALL.
2. - UNIT SUBSIDIARIES FOR COURTYARDS AND BALCONY'S ARE TAKEN TO THE EXTERNAL FACE OF MAIN BUILDING, COURTYARD AND OR BALCONY STRUCTURES, EXCEPT WHERE ABUTTING AN ADJOINING UNIT OR UNIT SUBSIDIARY, IN THOSE CASES THE BOUNDARY IS ALONG THE CENTERLINE OF THE ABUTTING UNIT WALL.
3. - ALL DOORS, WINDOWS, ARCHITECTURAL EMBELLISHMENTS AND ELECTRICAL APPLIANCES PROTRUDING FROM THE MAIN EXTERNAL WALLS ARE COMMON PROPERTY.
4. - THE POSITION OF THE WALL CENTRELINES HAVE BEEN DEDUCED FROM ARCHITECTURAL PLANS TO DETERMINE UNIT AREA.
5. - COURTYARDS ARE LIMITED IN DEPTH TO THE MEDIAN OF THE CONCRETE SLAB WHICH FORMS THE LOWER SURFACE OF THE COURTYARD.
6. - COURTYARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UPPER BOUNDARY OF THE RESPECTIVE UNIT.
7. - ALL AREAS ARE APPROXIMATE. AREAS ARE SHOWN FOR THE PURPOSES OF THE UNITS PLAN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
8. - UNITS AND SUBSIDIARIES MAY CONTAIN COLUMNS AND SERVICE DUCTS, WHICH ARE COMMON PROPERTY AND MAY NOT BE SHOWN ON THE UNITS PLAN.
9. - THE OWNERS CORPORATION OR OTHER UNIT OWNERS HAVE RIGHTS OVER THESE COLUMNS AND SERVICE DUCTS UNDER SECTIONS 34 AND 35 OF THE UNIT TITLES ACT 2001.
10. - UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE.



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Block

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Section

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Division

DICKSON

FLOOR NUMBER

BASEMENT 3
ZONE 2

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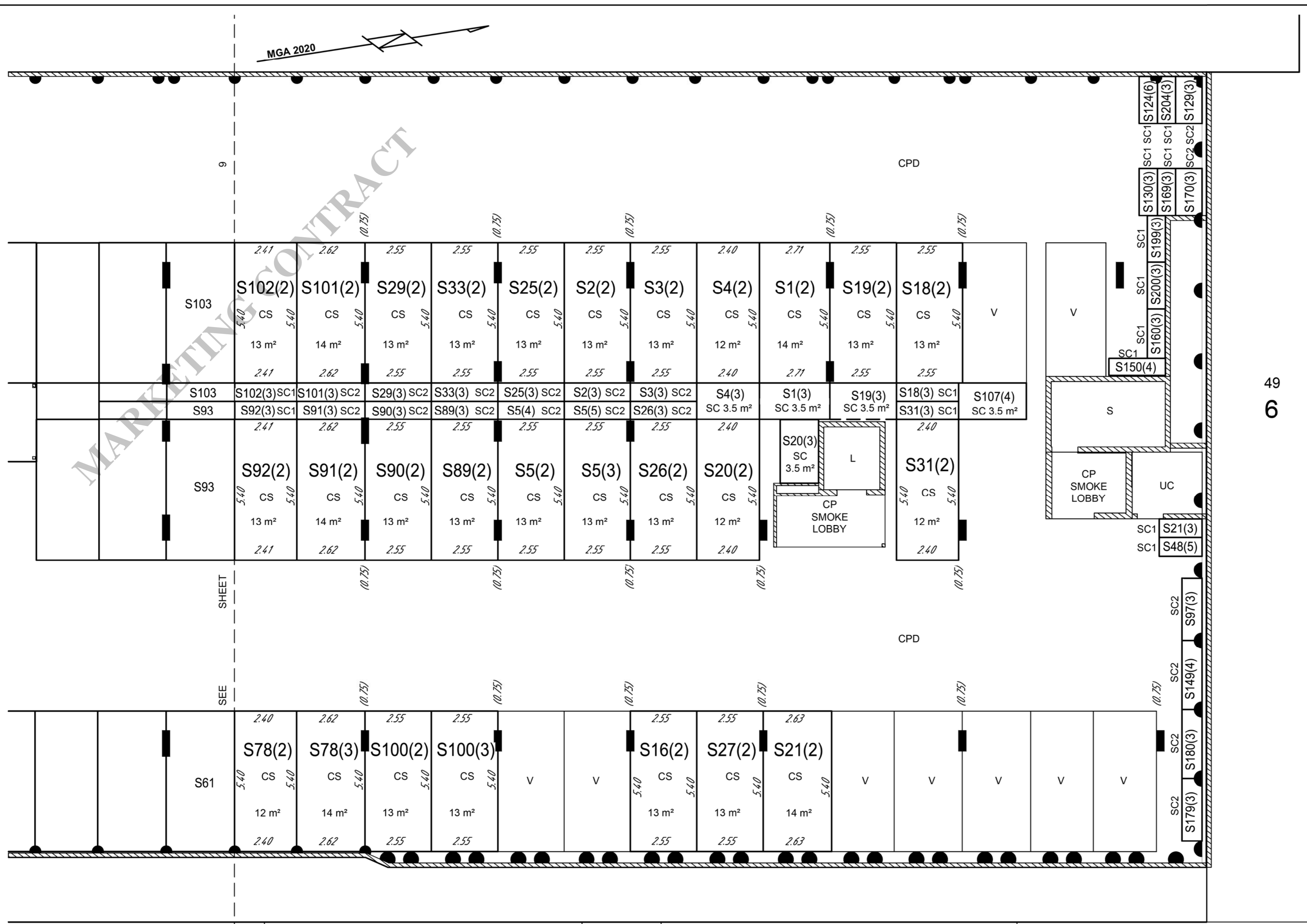
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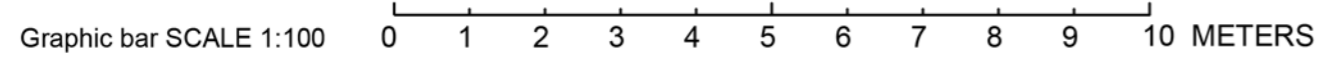


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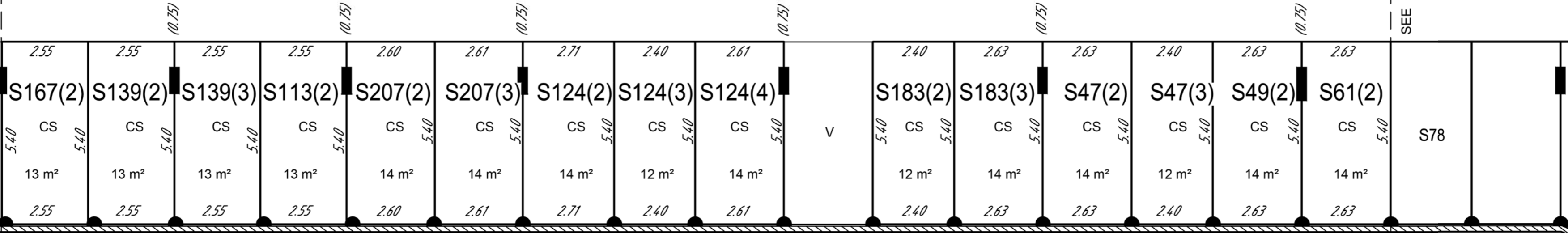
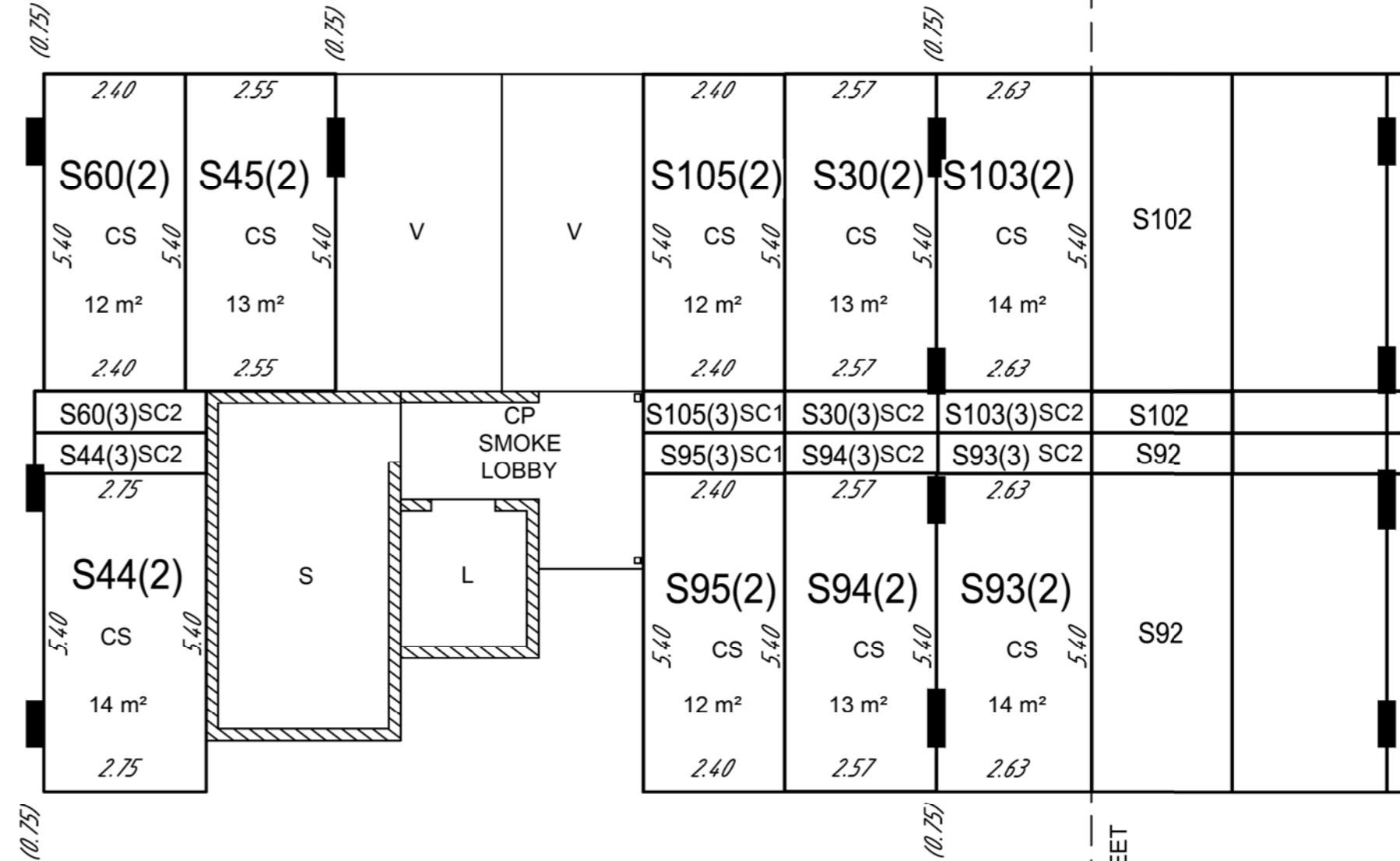
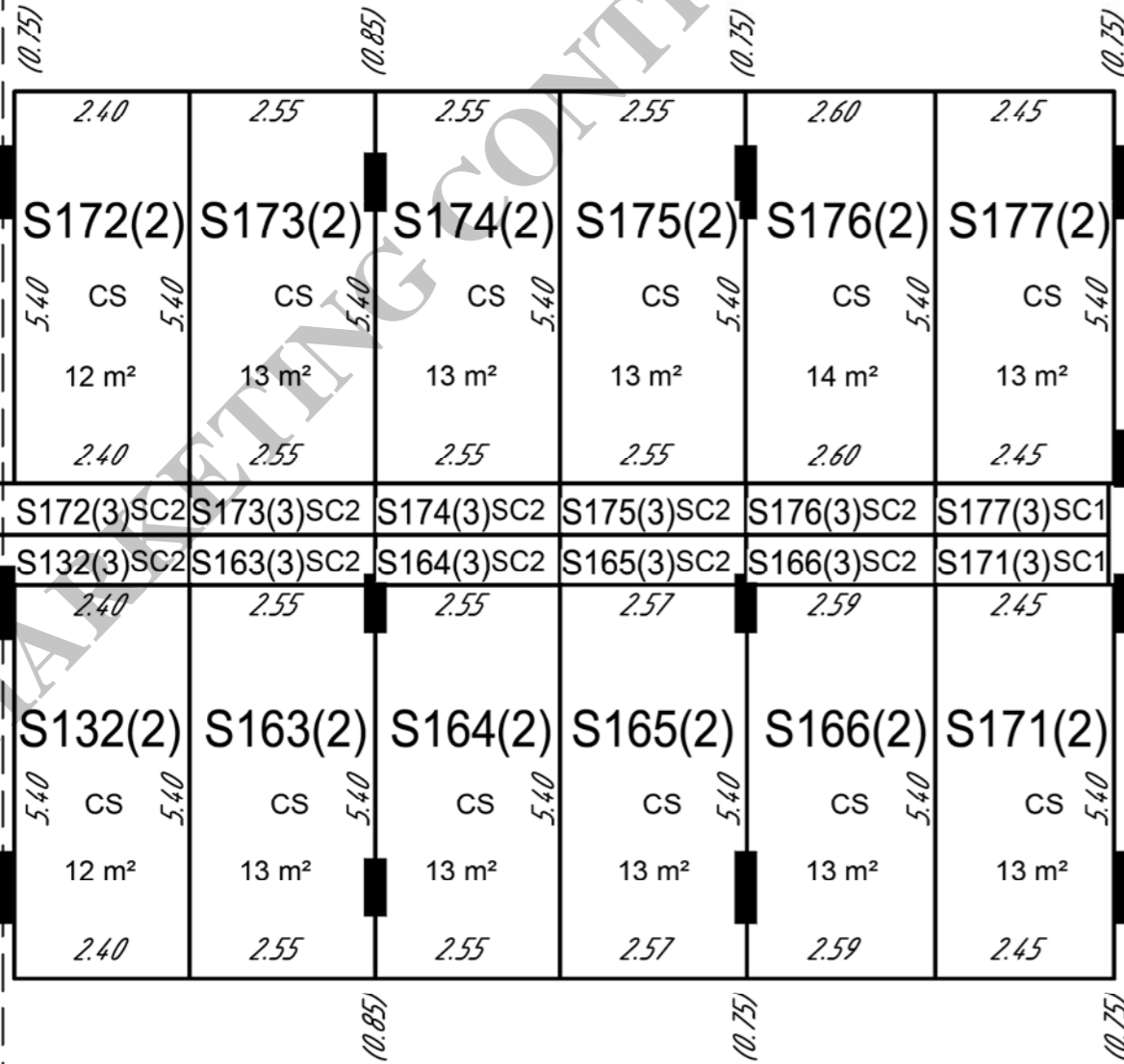
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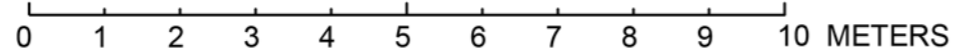
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Graphic bar SCALE 1:100



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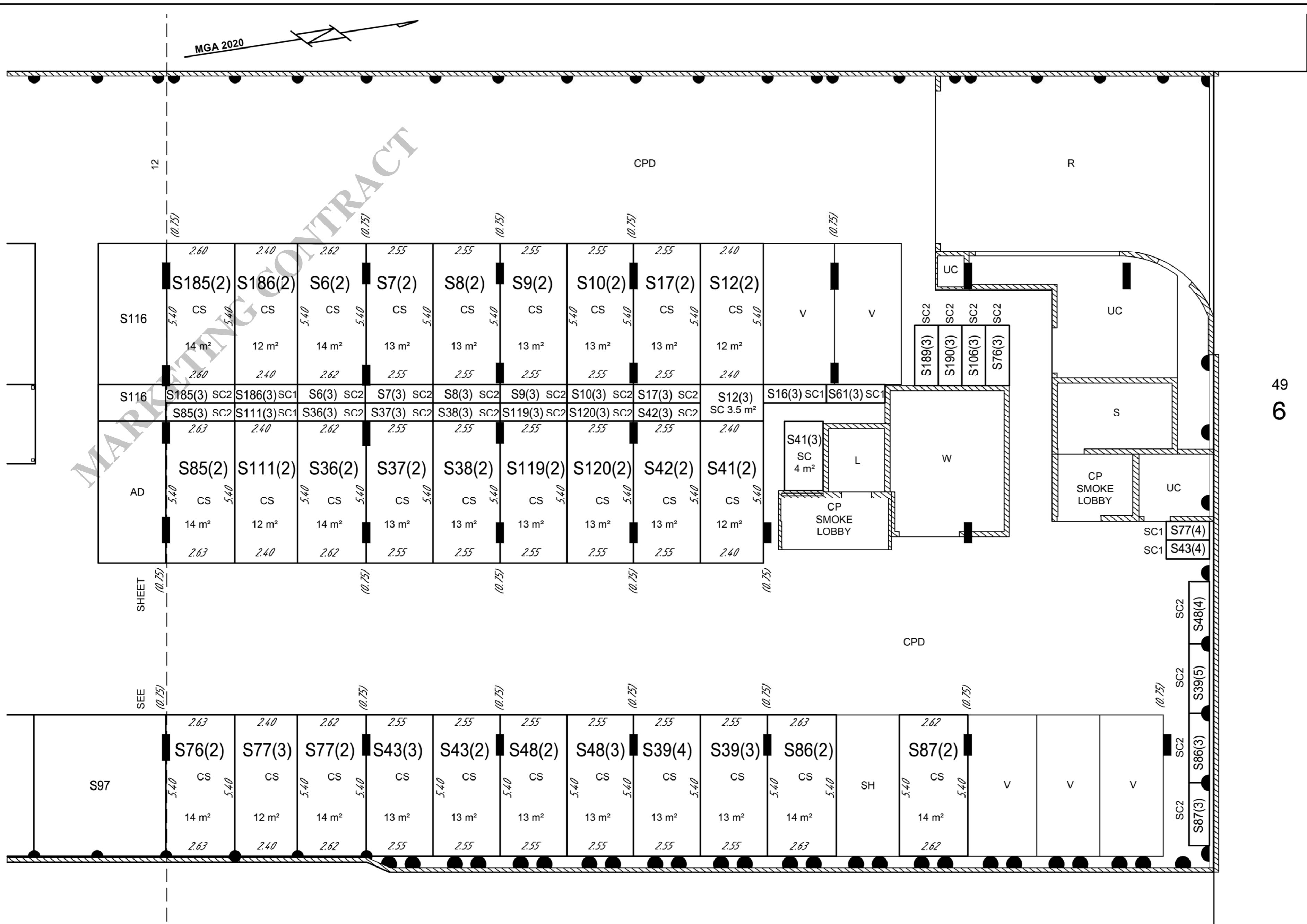
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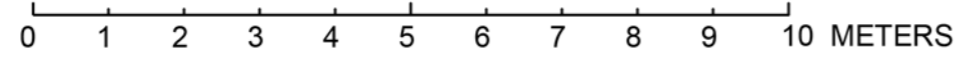
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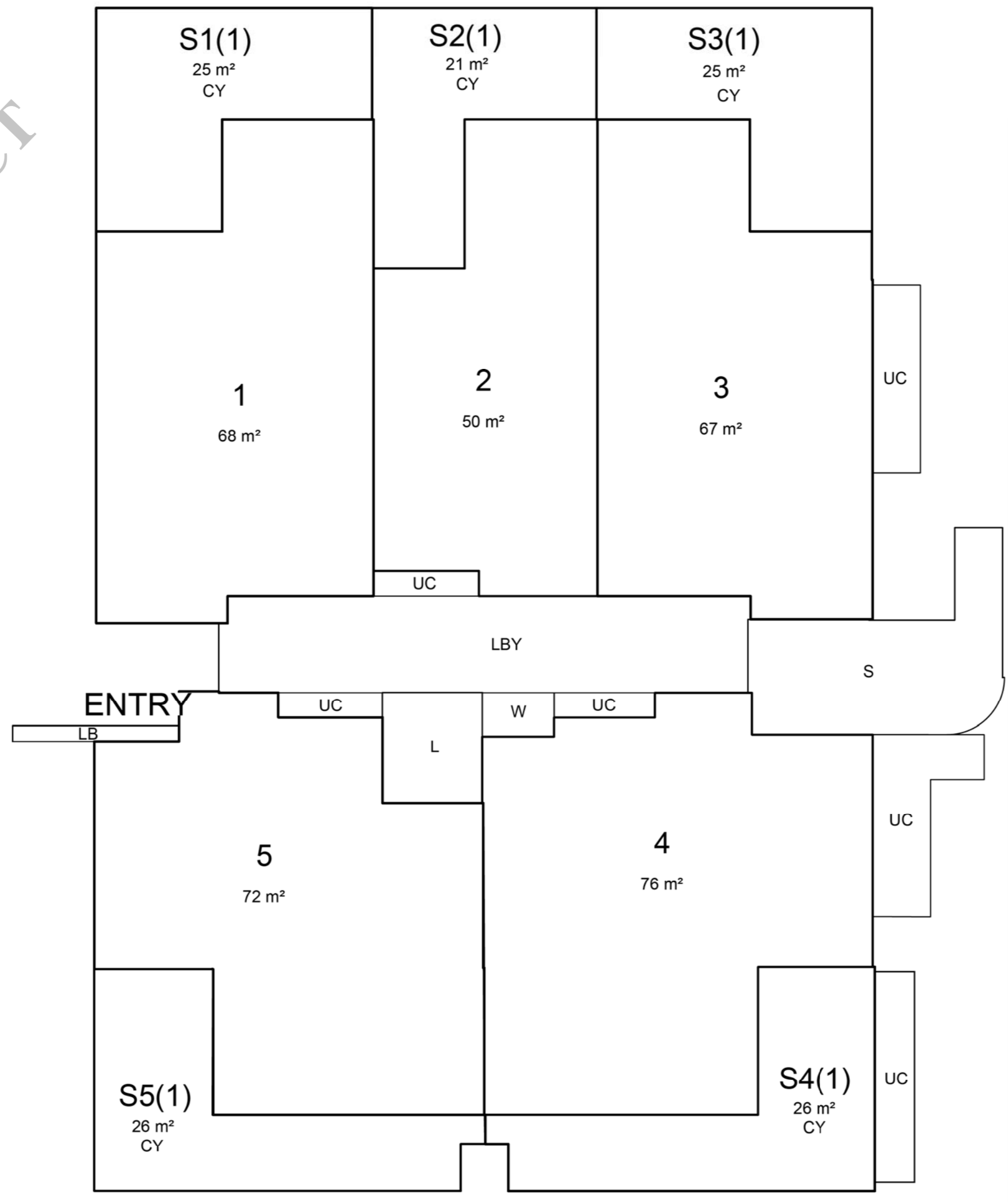
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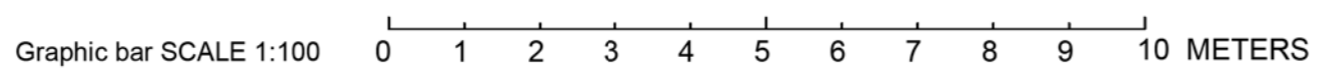


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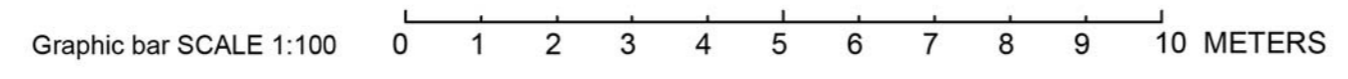
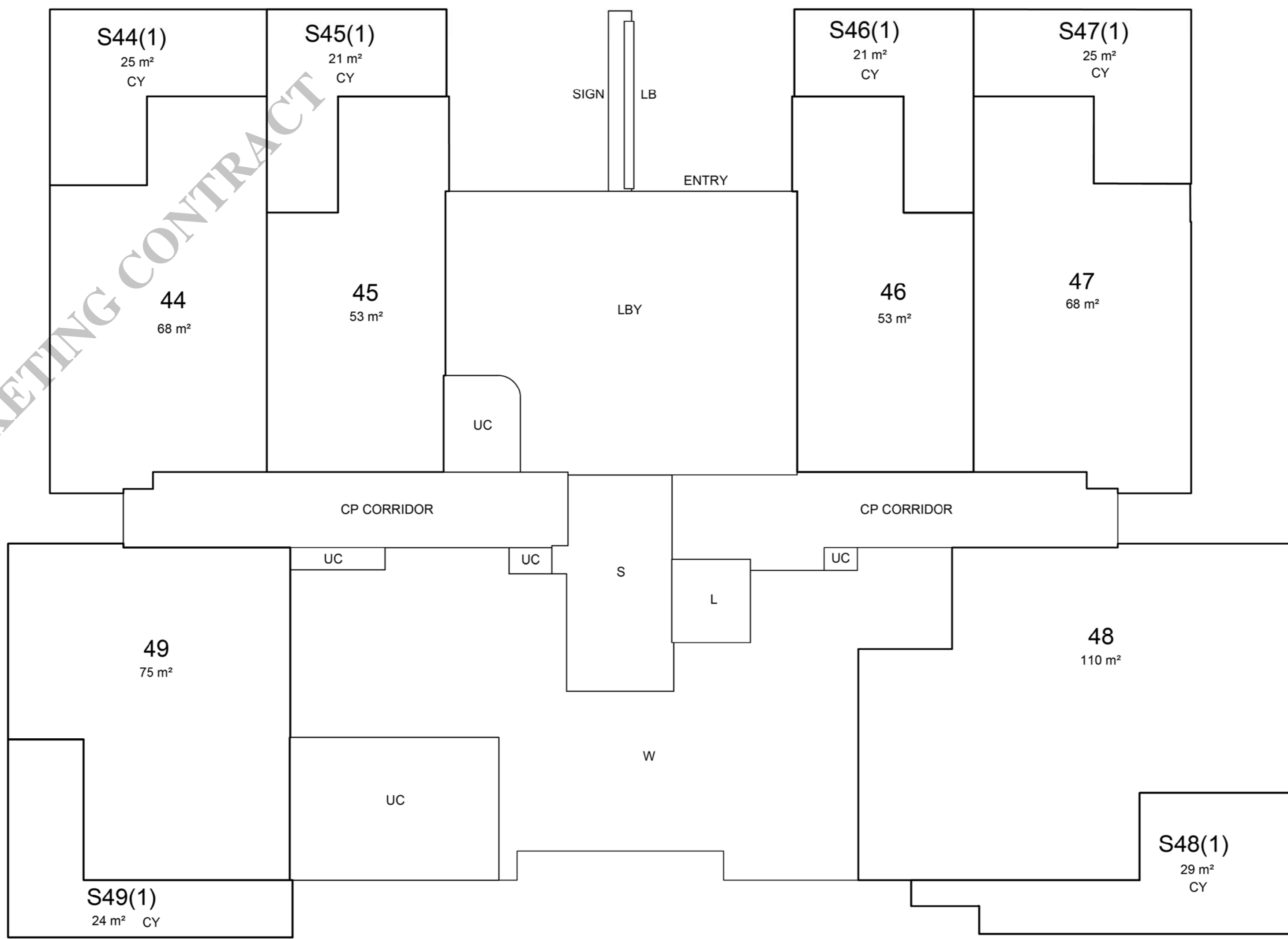
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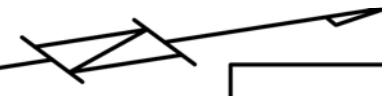
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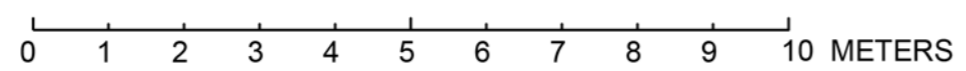
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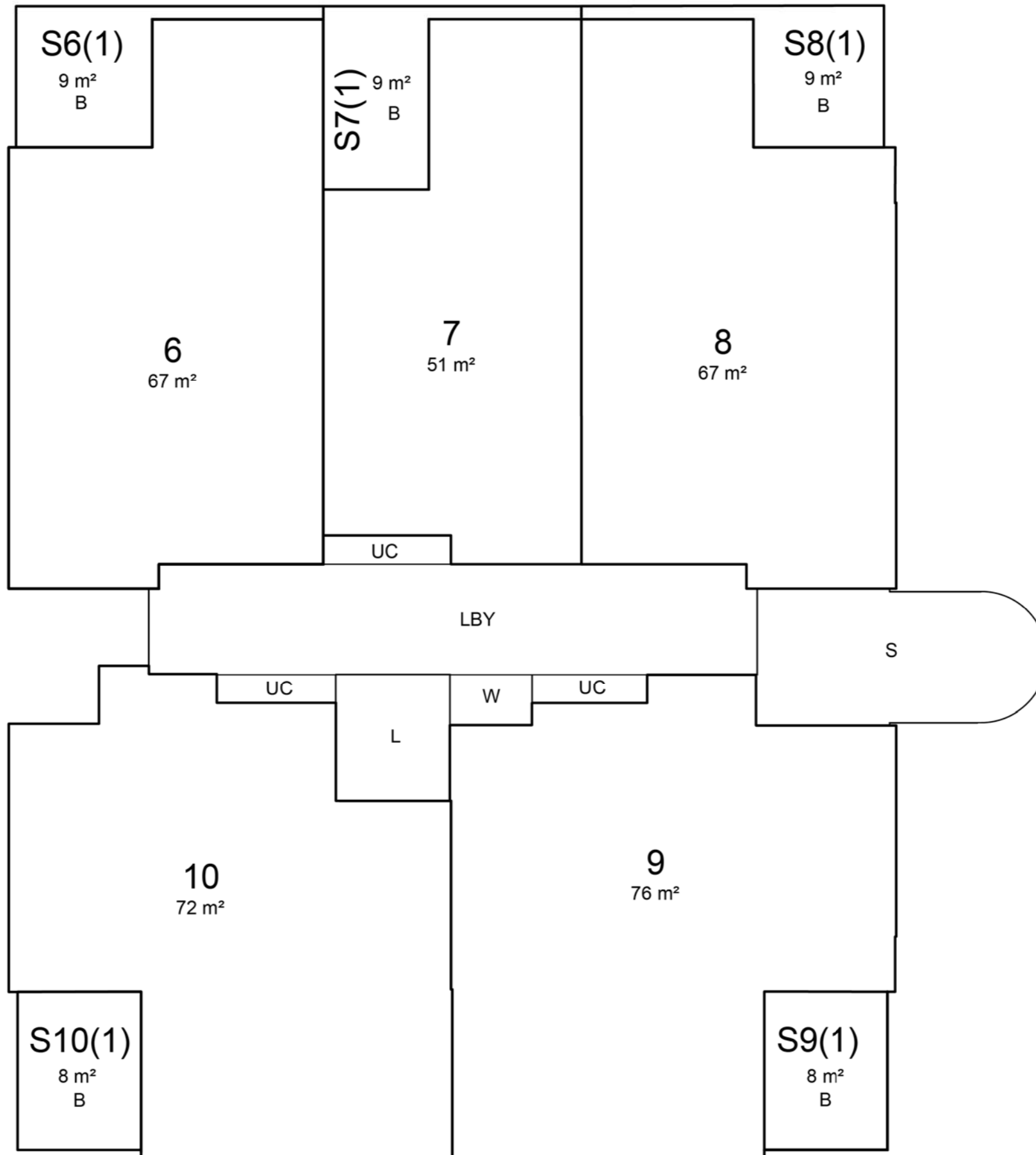
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Graphic bar SCALE 1:100 0 1 2 3 4 5 6 7 8 9 10 METERS

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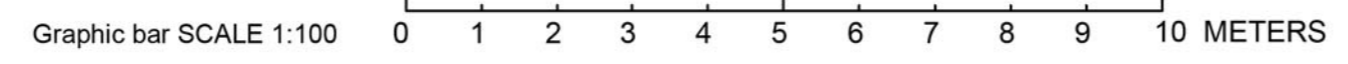
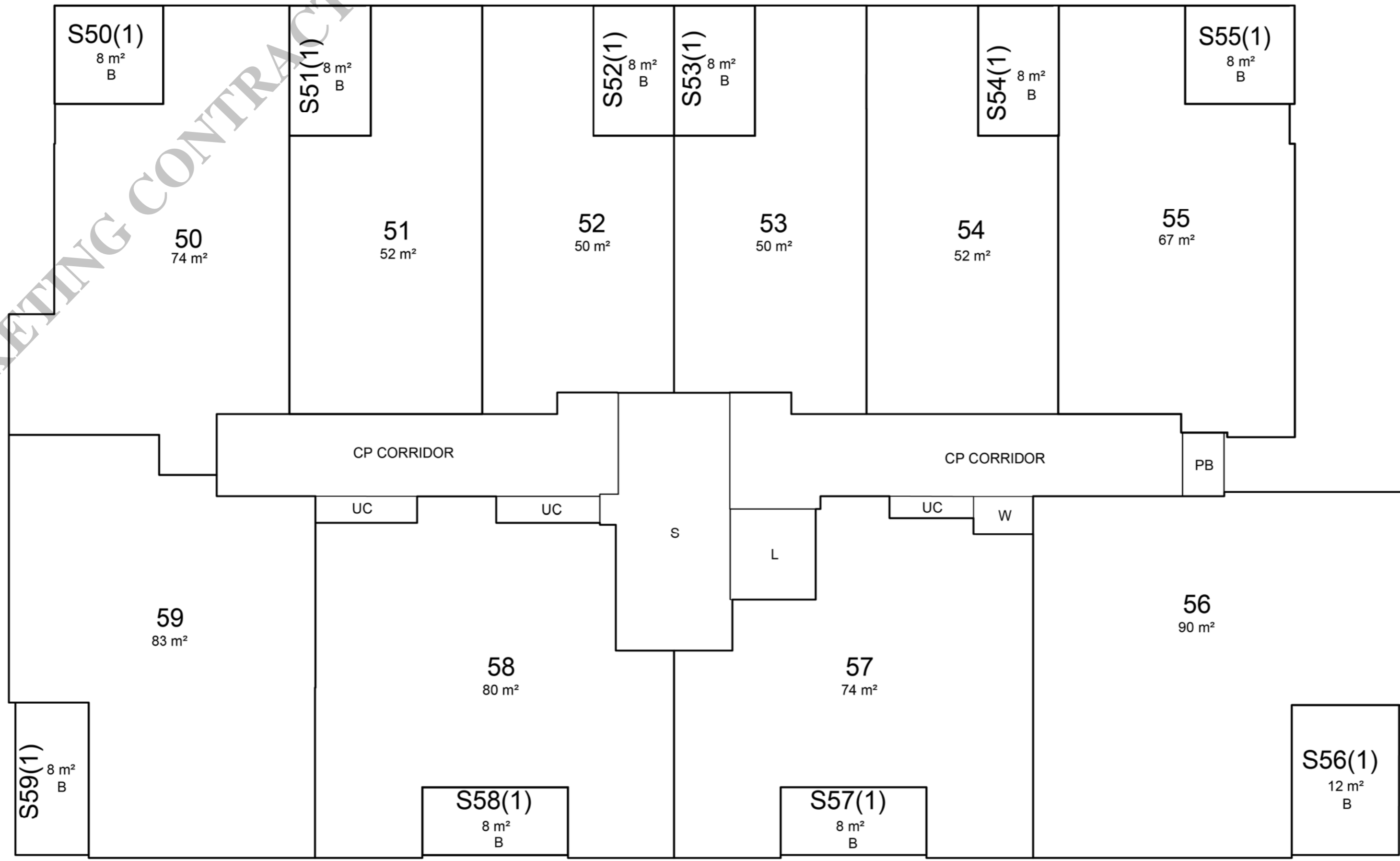
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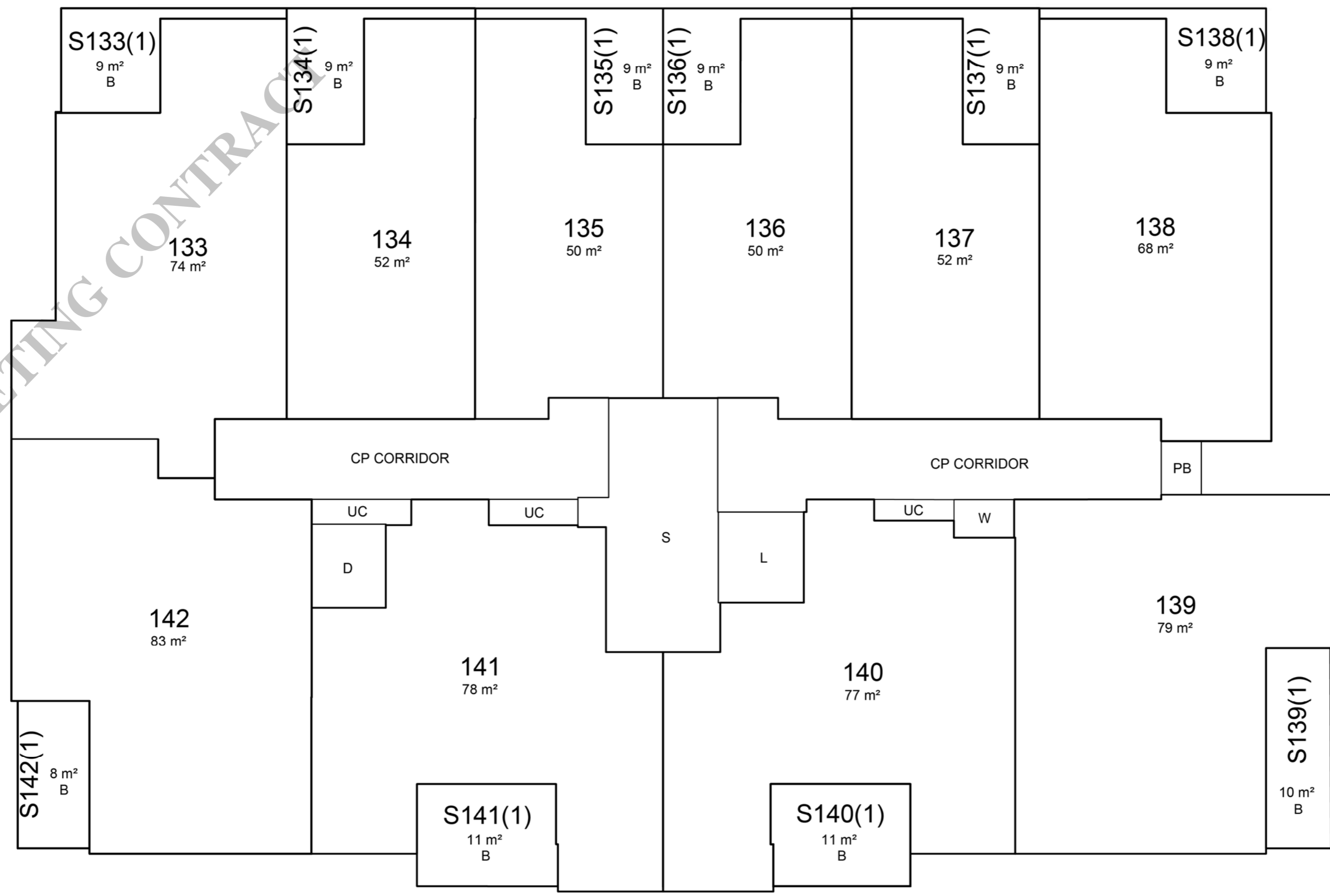
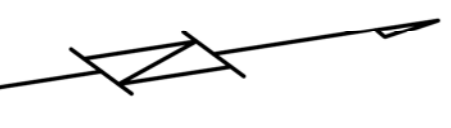
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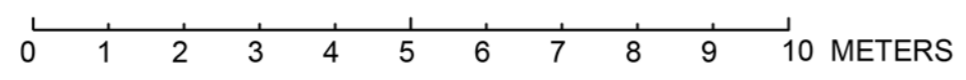
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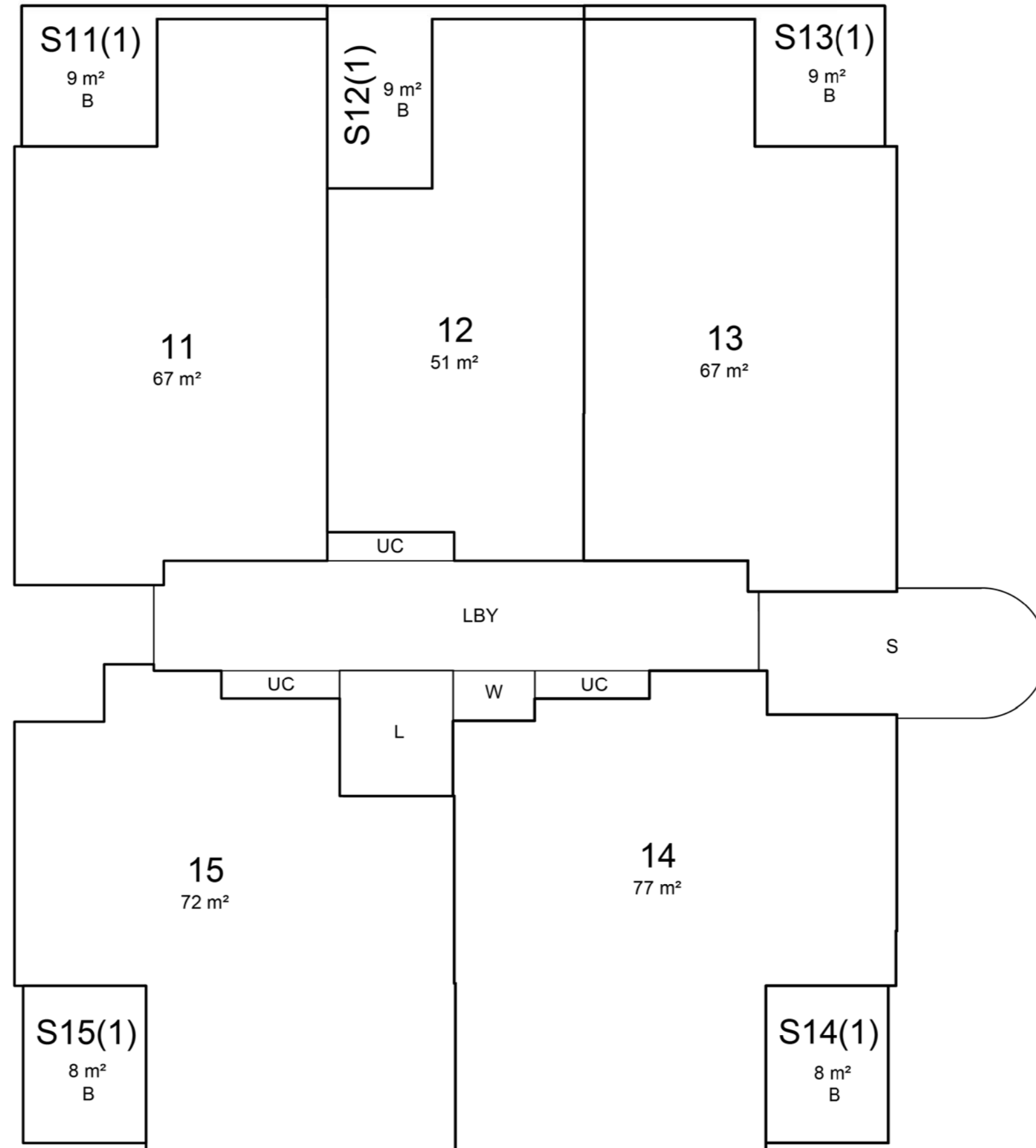
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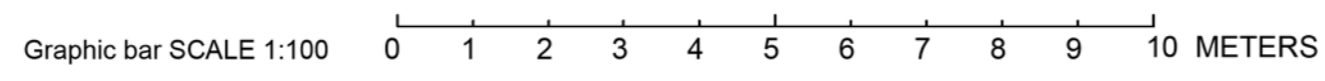
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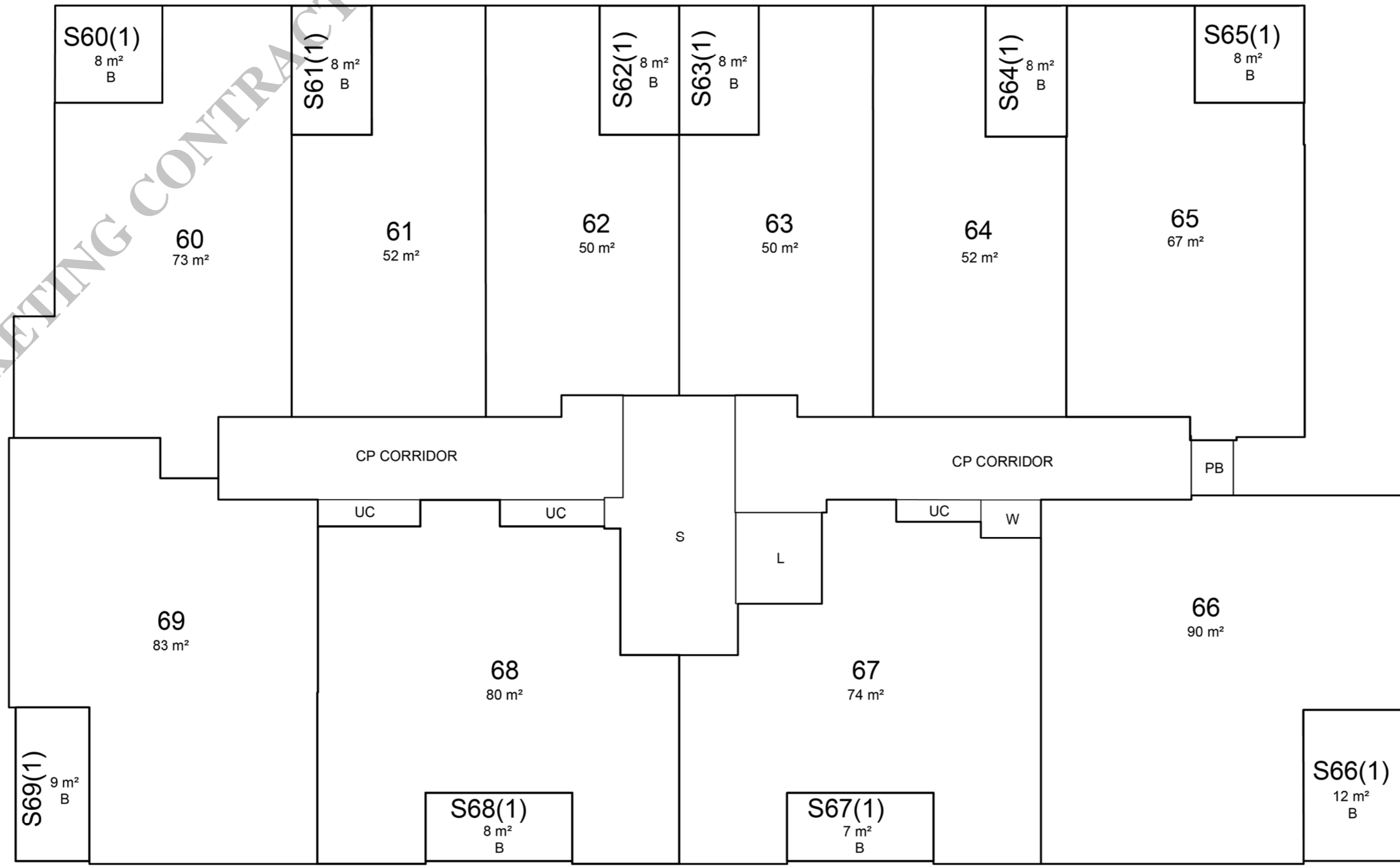
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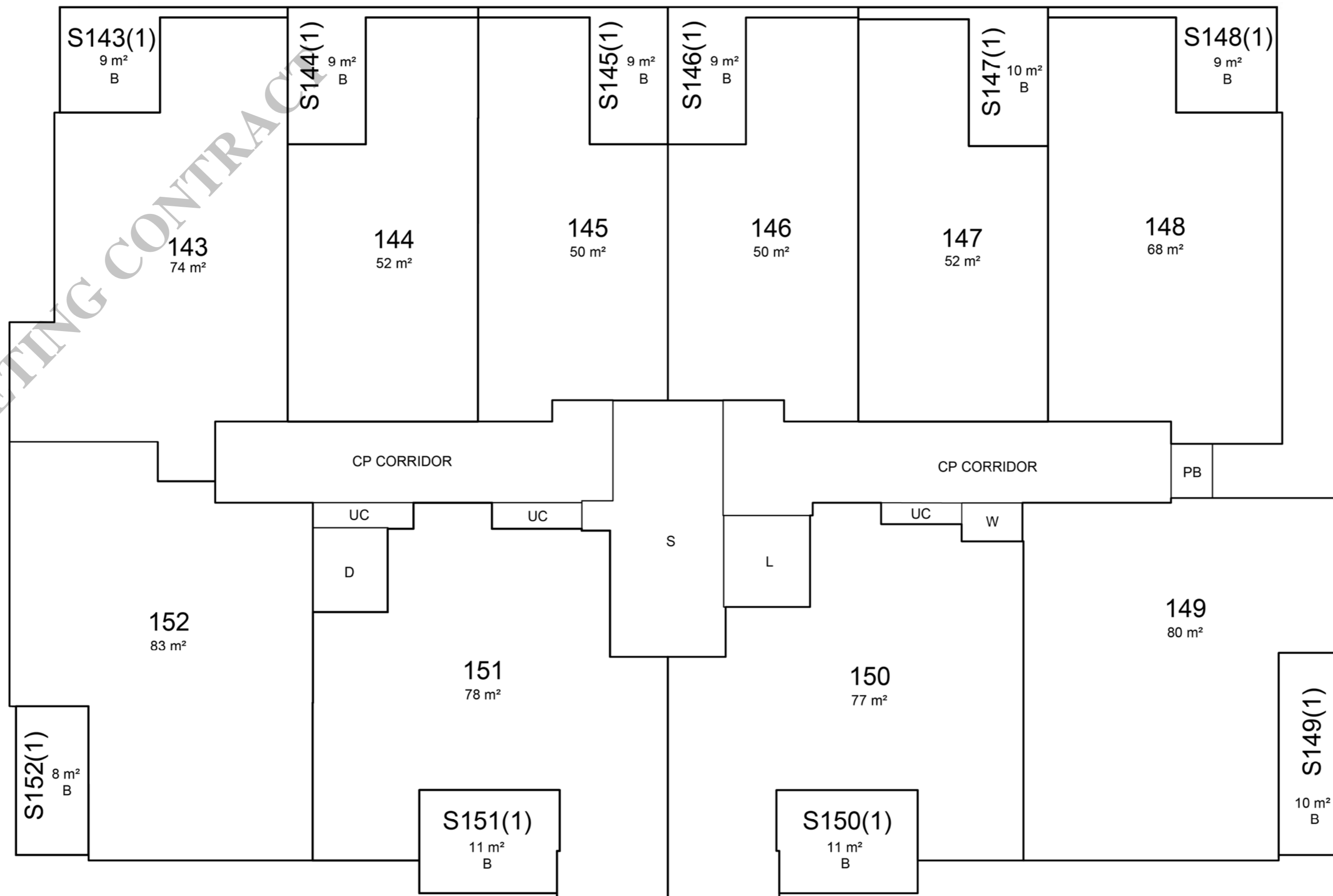
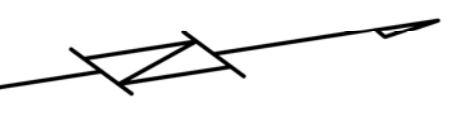
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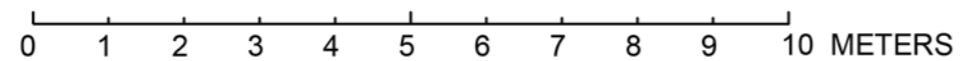
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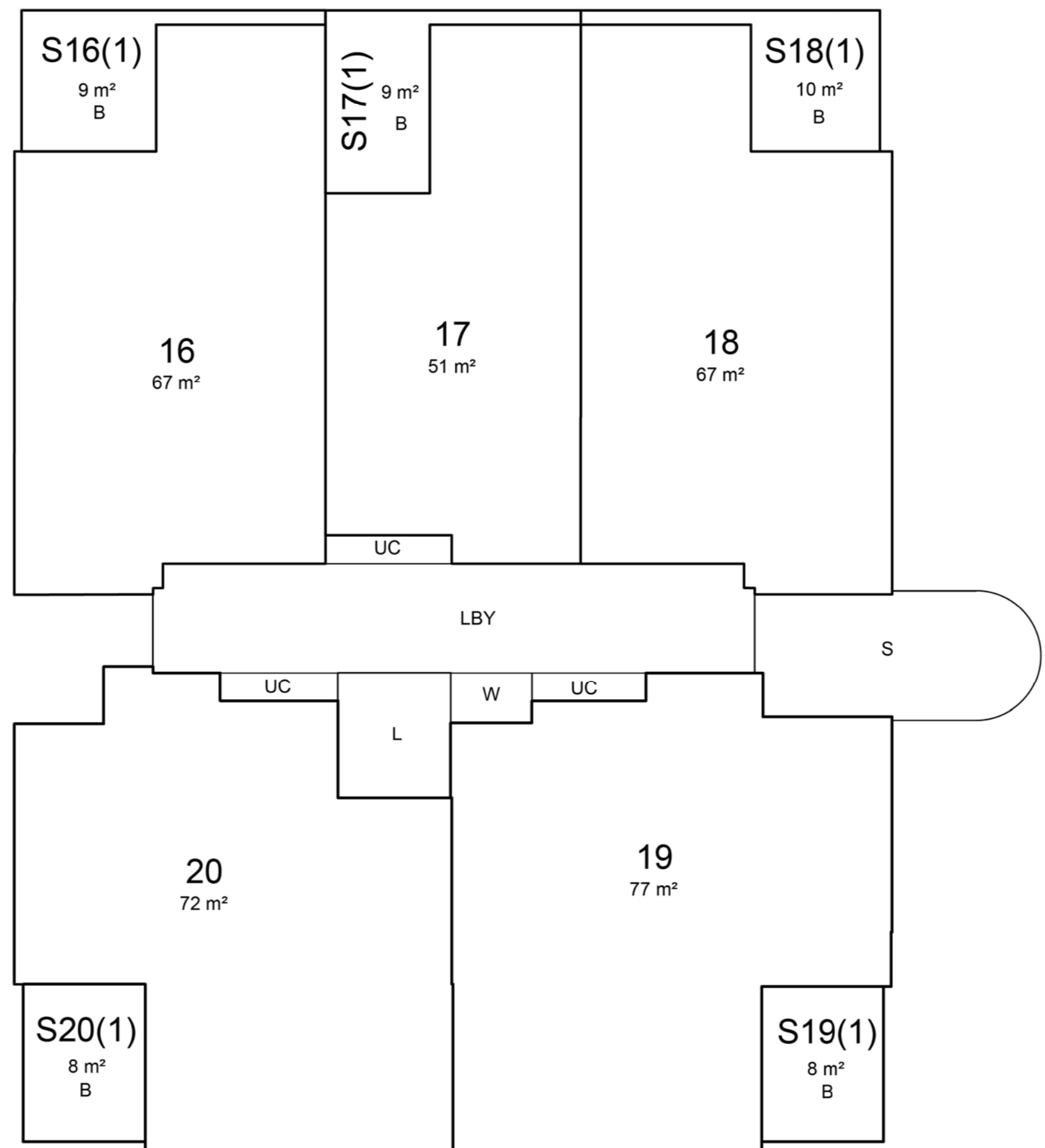
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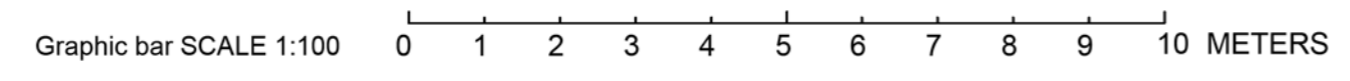
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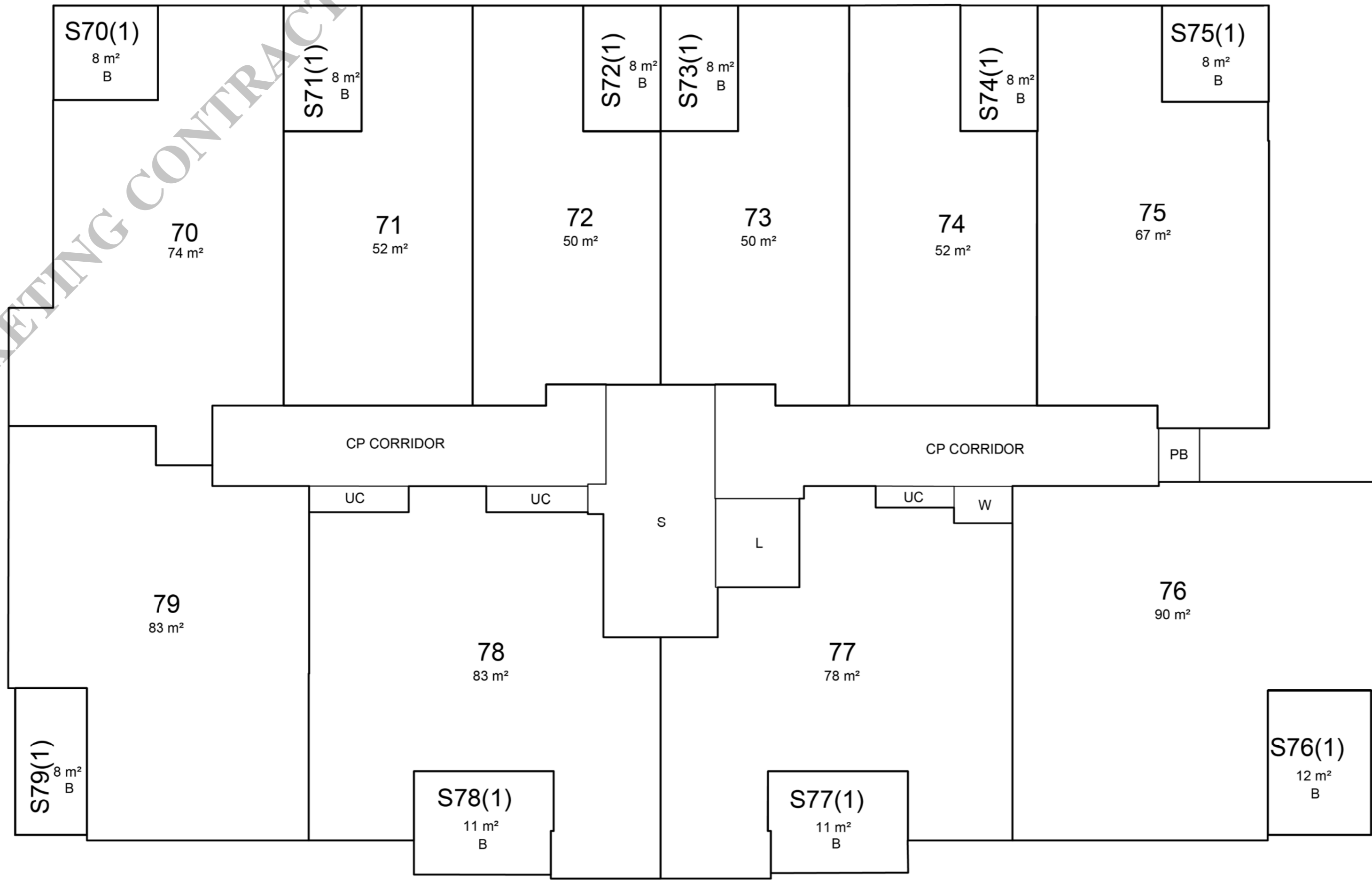
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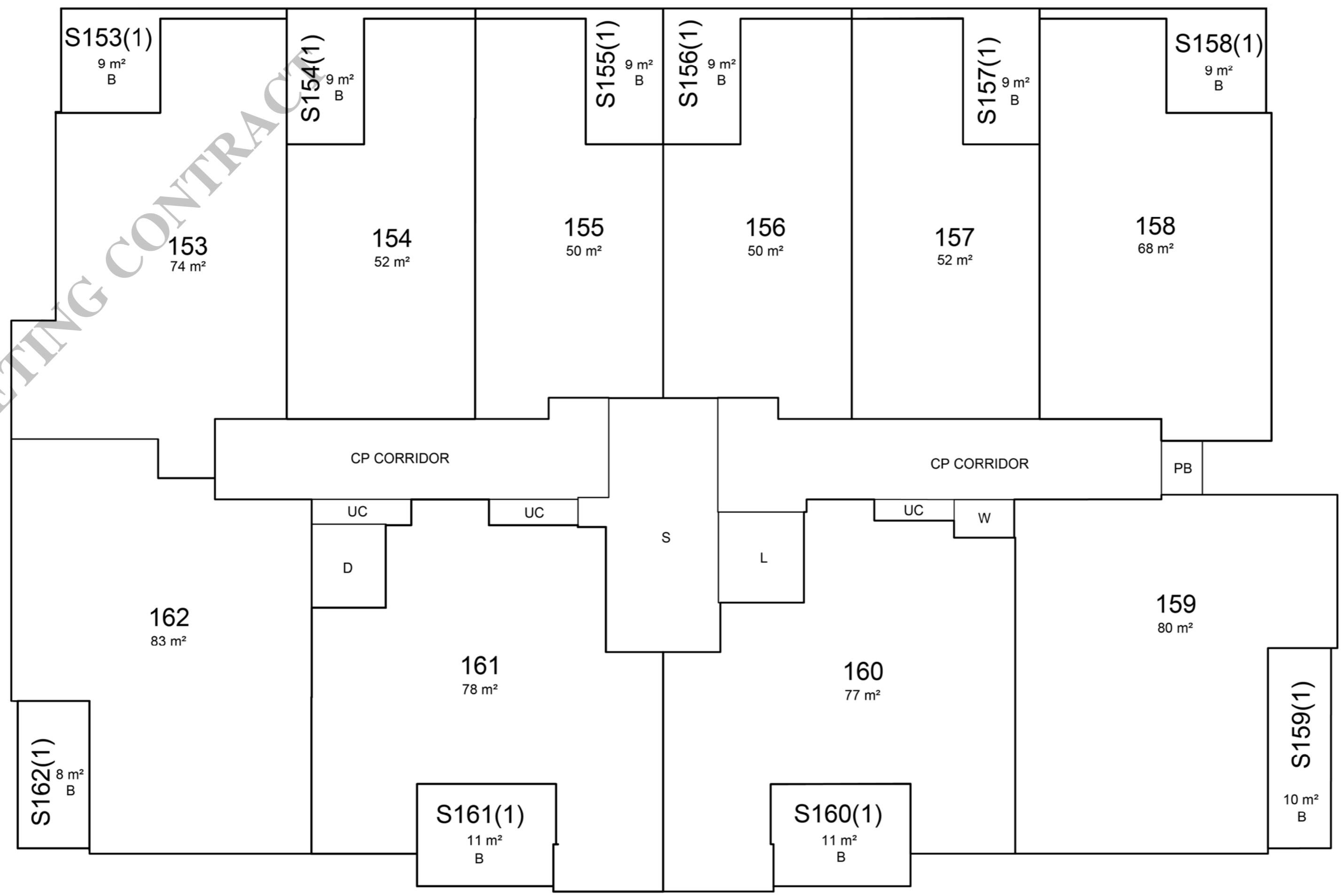
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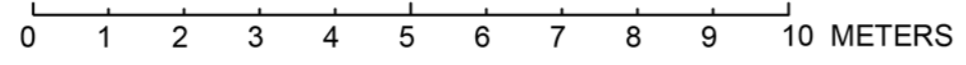


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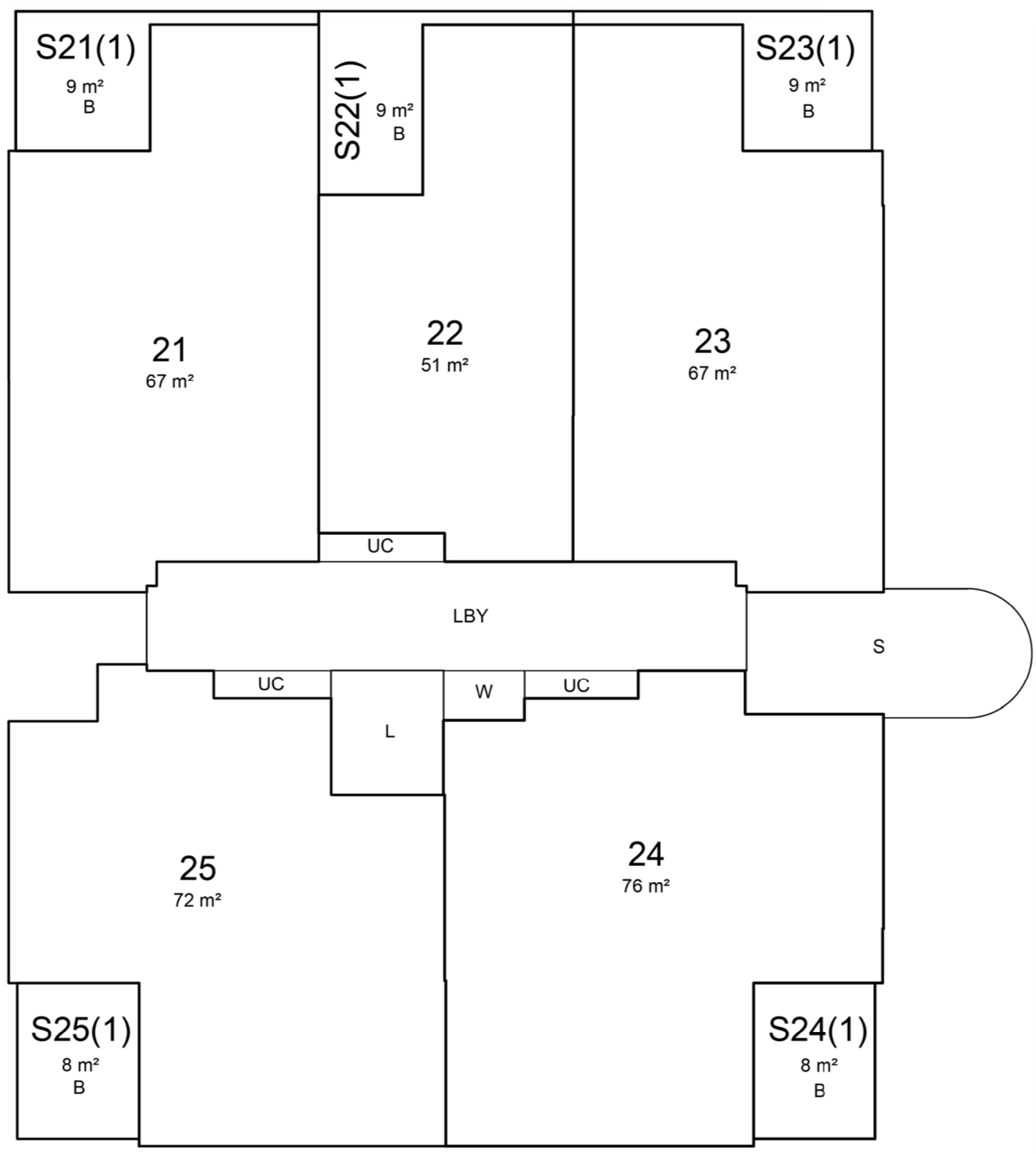
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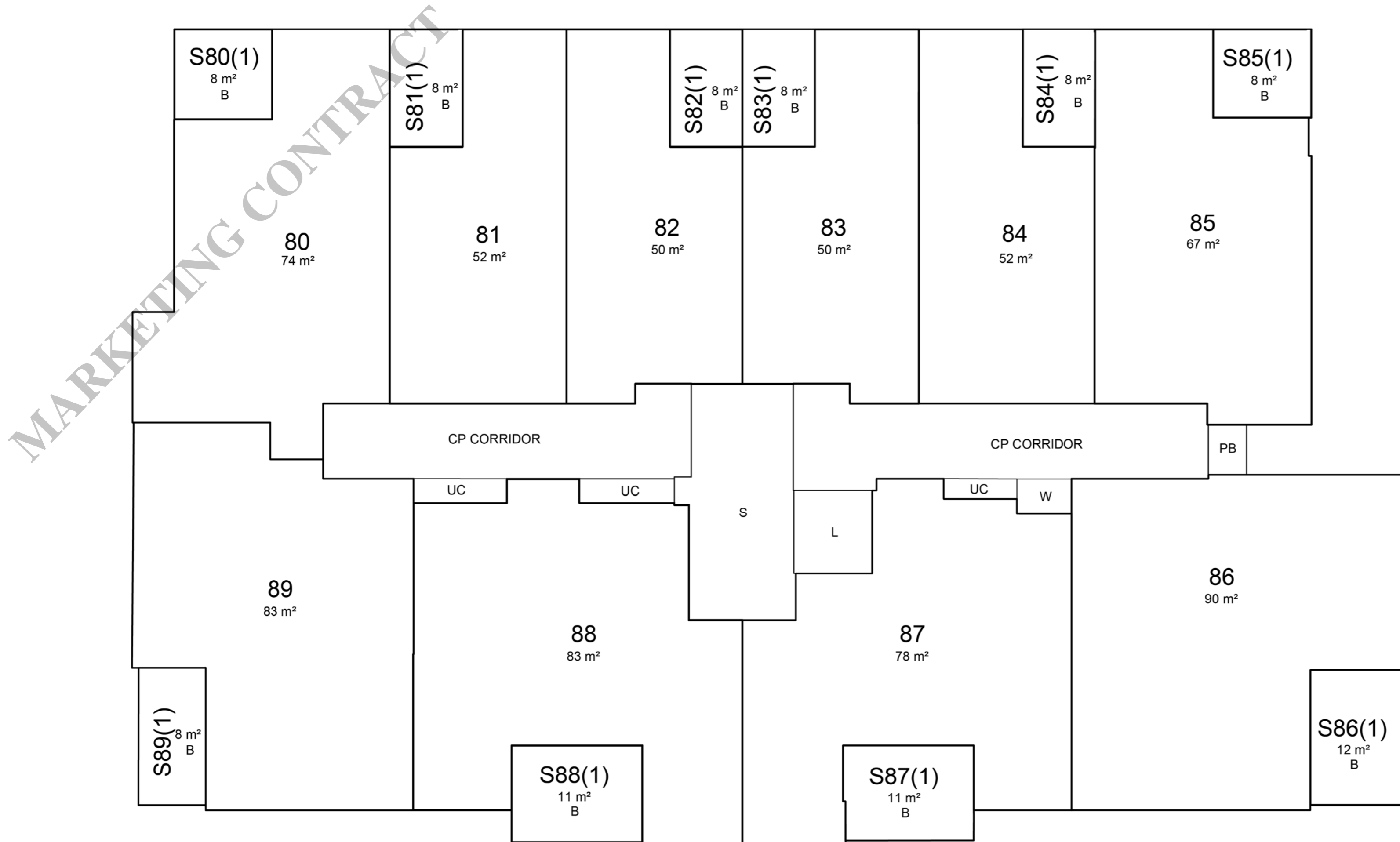
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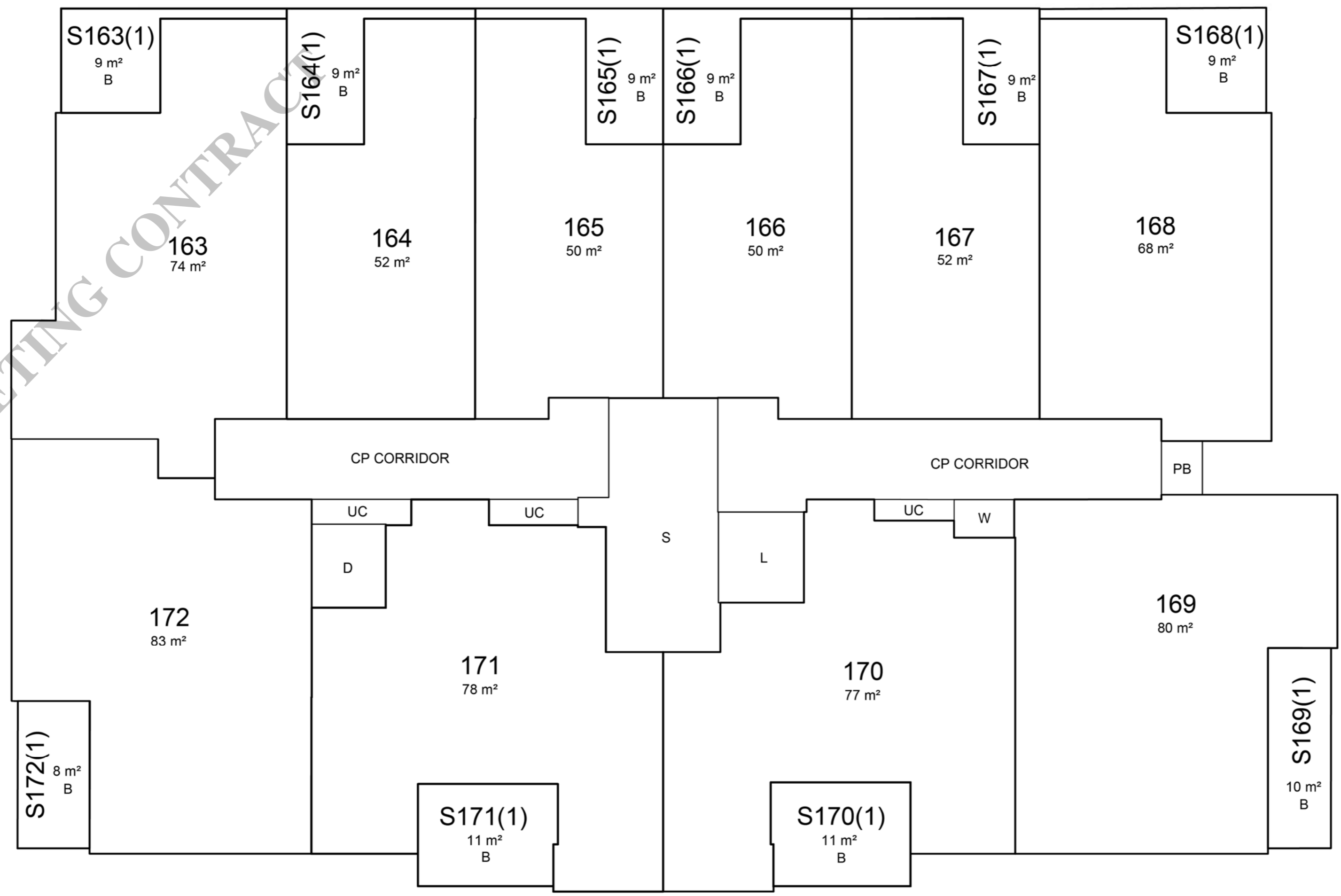
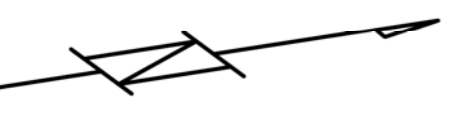
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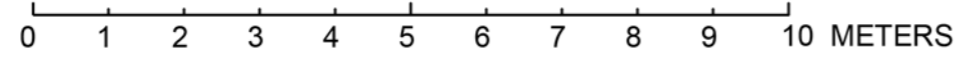
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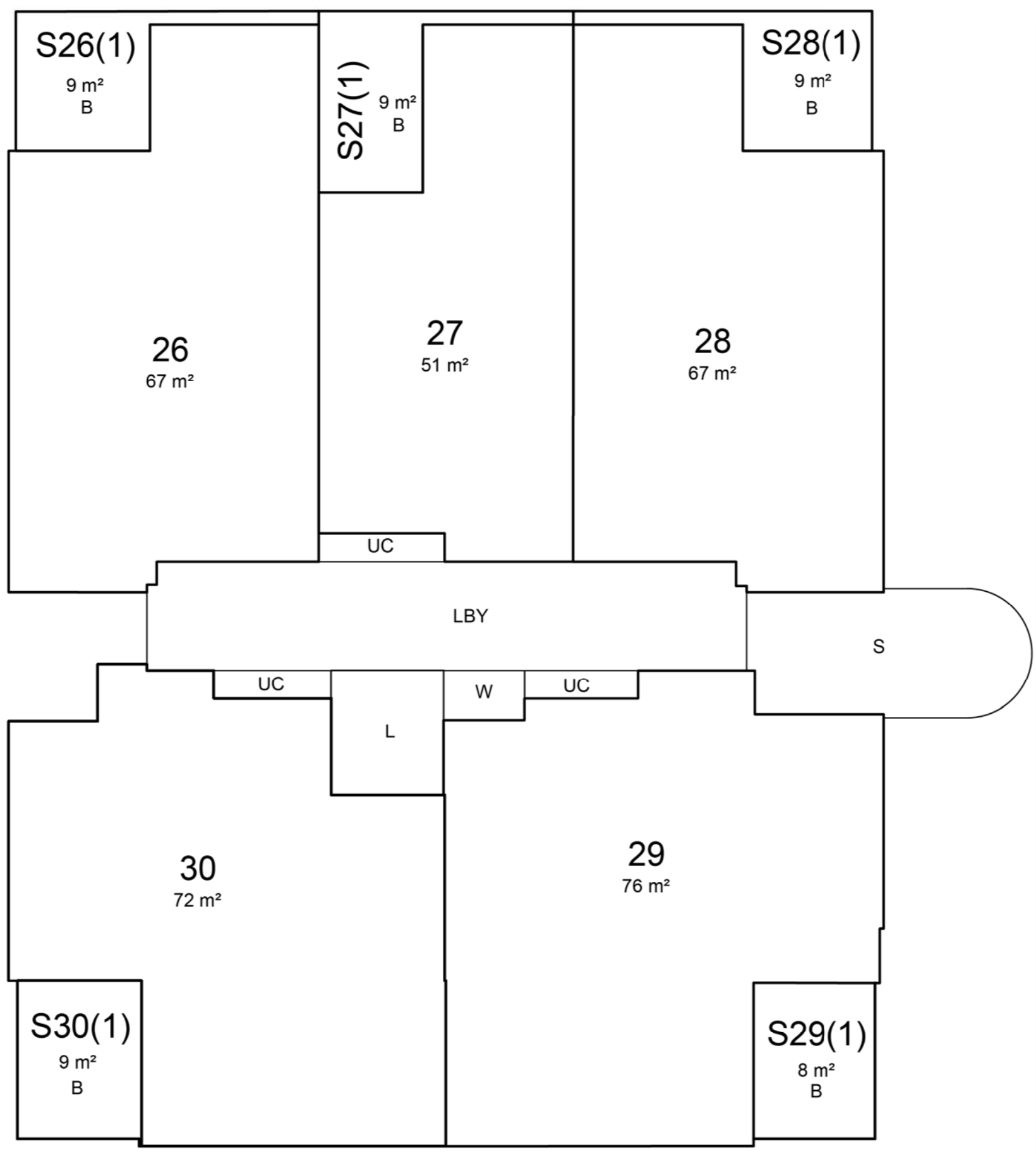
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Graphic bar SCALE 1:100 0 1 2 3 4 5 6 7 8 9 10 METERS

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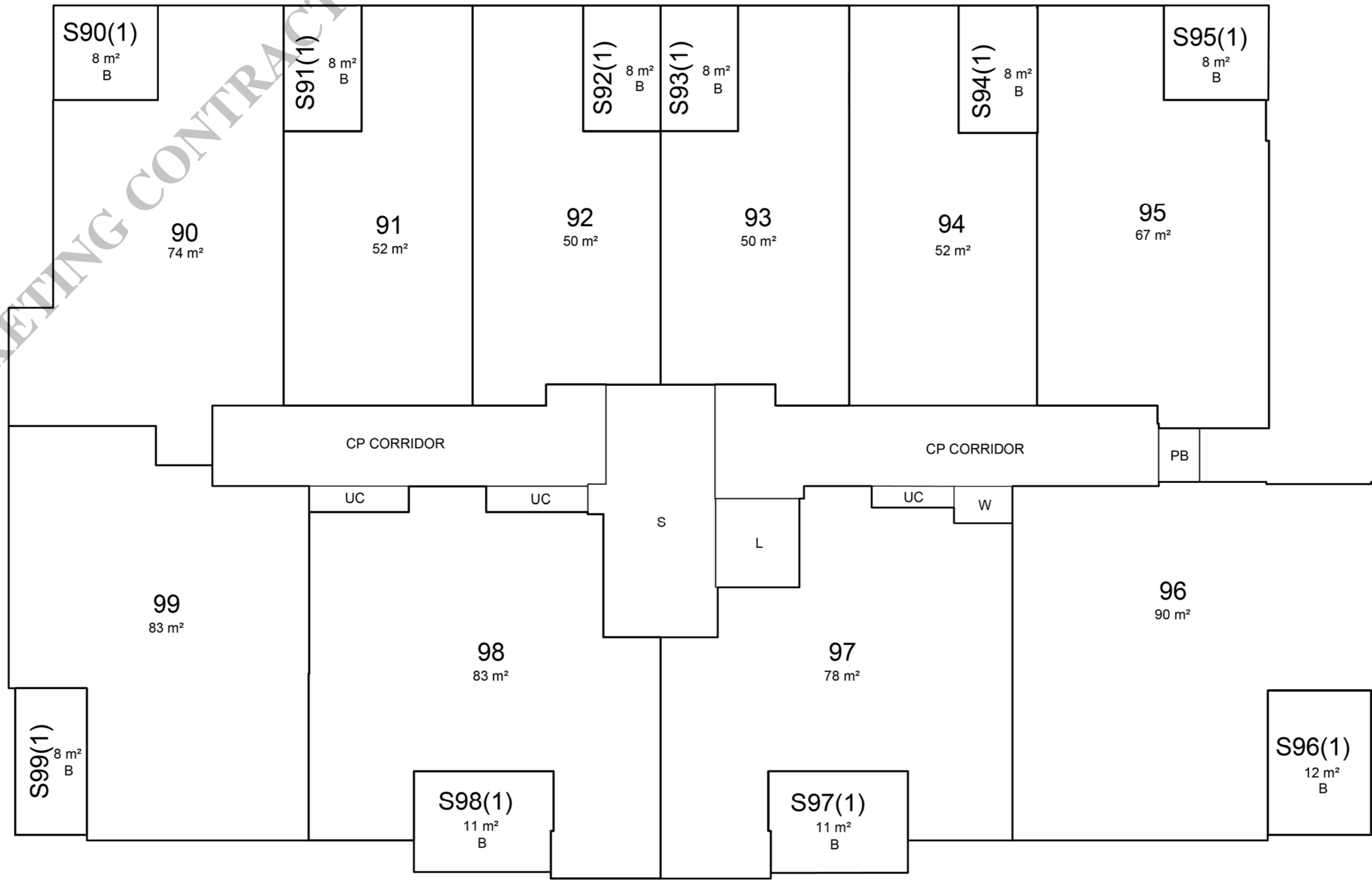
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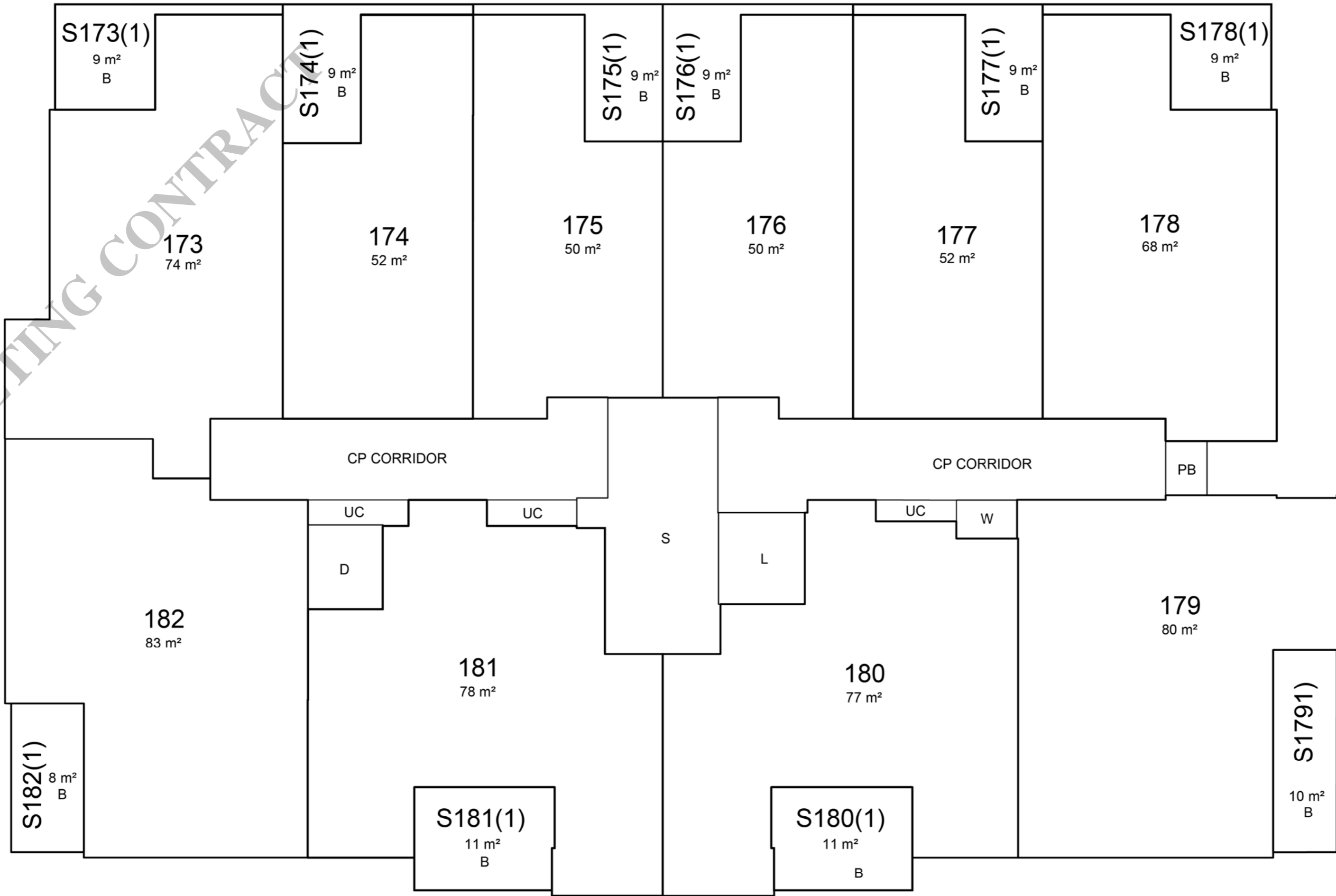
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19 DP2732

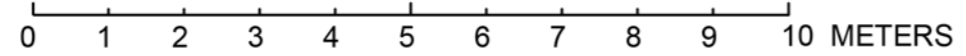
UNITS PLAN No. 16821



LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.31.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	LEVEL 5 OF BUILDING C

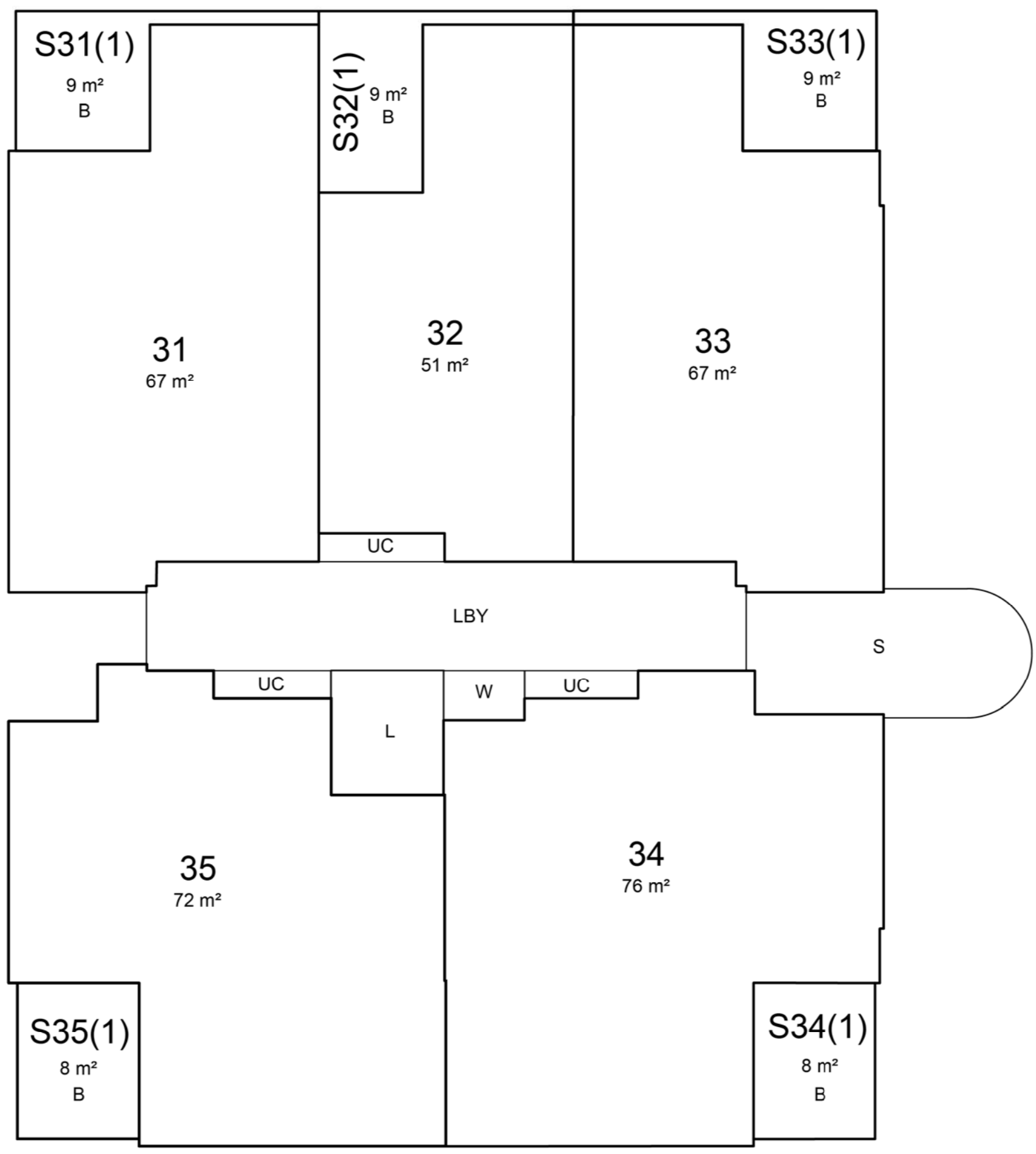
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77

MARKETING CONTRACT



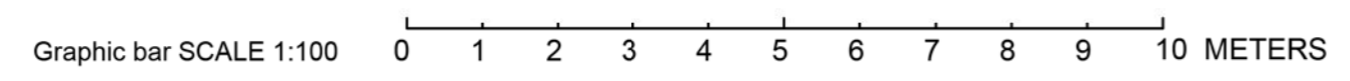


MARKETING CONTRACT



49
6

LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 32 of 62
FLOOR PLAN
Block 50
Section 6
Division DICKSON
FLOOR NUMBER LEVEL 6 OF BUILDING A



Form 3

Form 091 - FP

6 19 DP2732

TERRITORY
LAND

18 DP1894

6

17 DP1894

16 DP1995

UNITS PLAN No.
16821

MGA 2020



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

Sheet No. 33 of 62

FLOOR PLAN

Block

50

Section

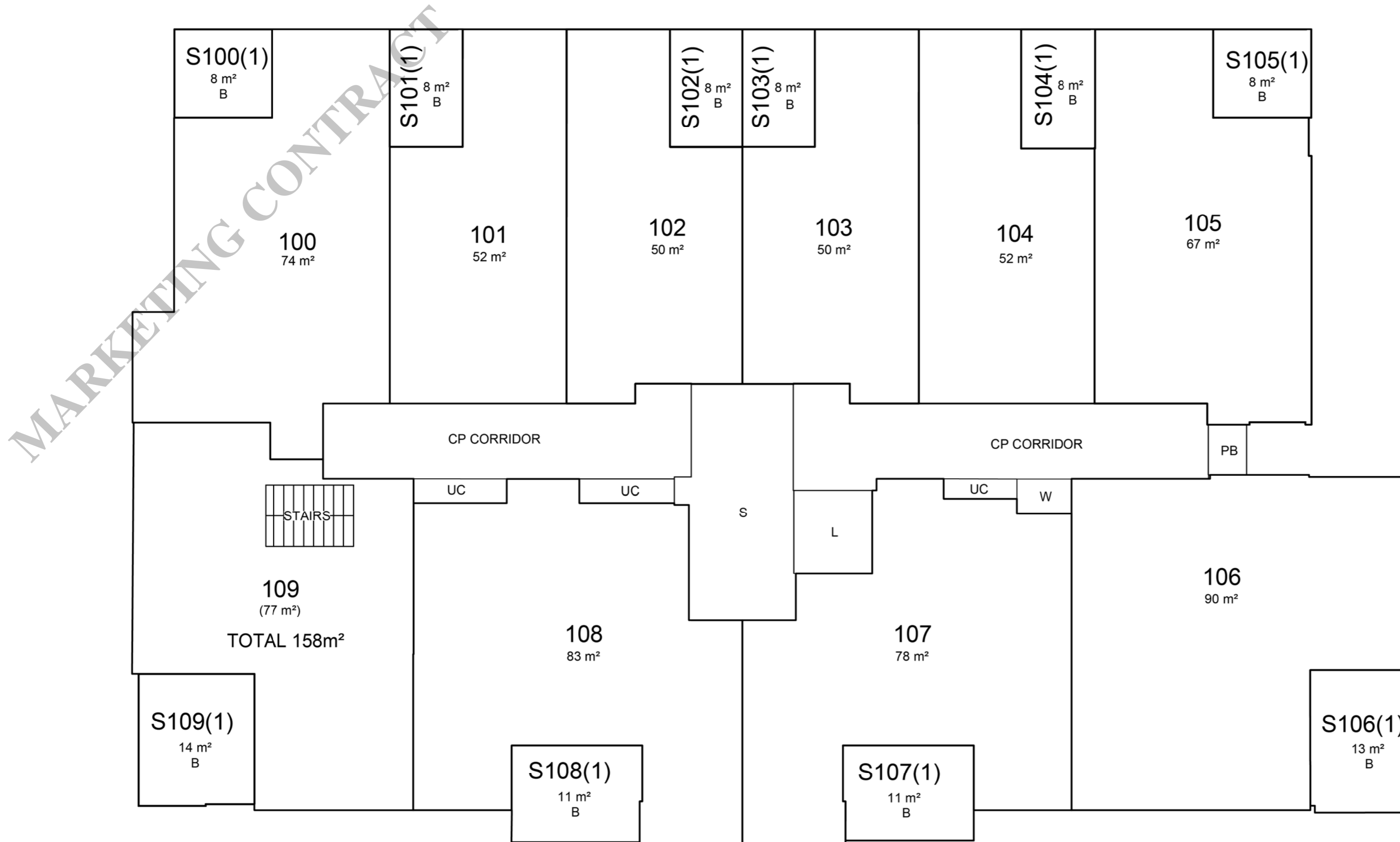
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Division

DICKSON

FLOOR NUMBER

LEVEL 6
OF BUILDING B



Graphic bar SCALE 1:100 0 1 2 3 4 5 6 7 8 9 10 METERS

Form 3

Form 091 - FP

22 DP1996

6

21 DP1996

20 DP2732

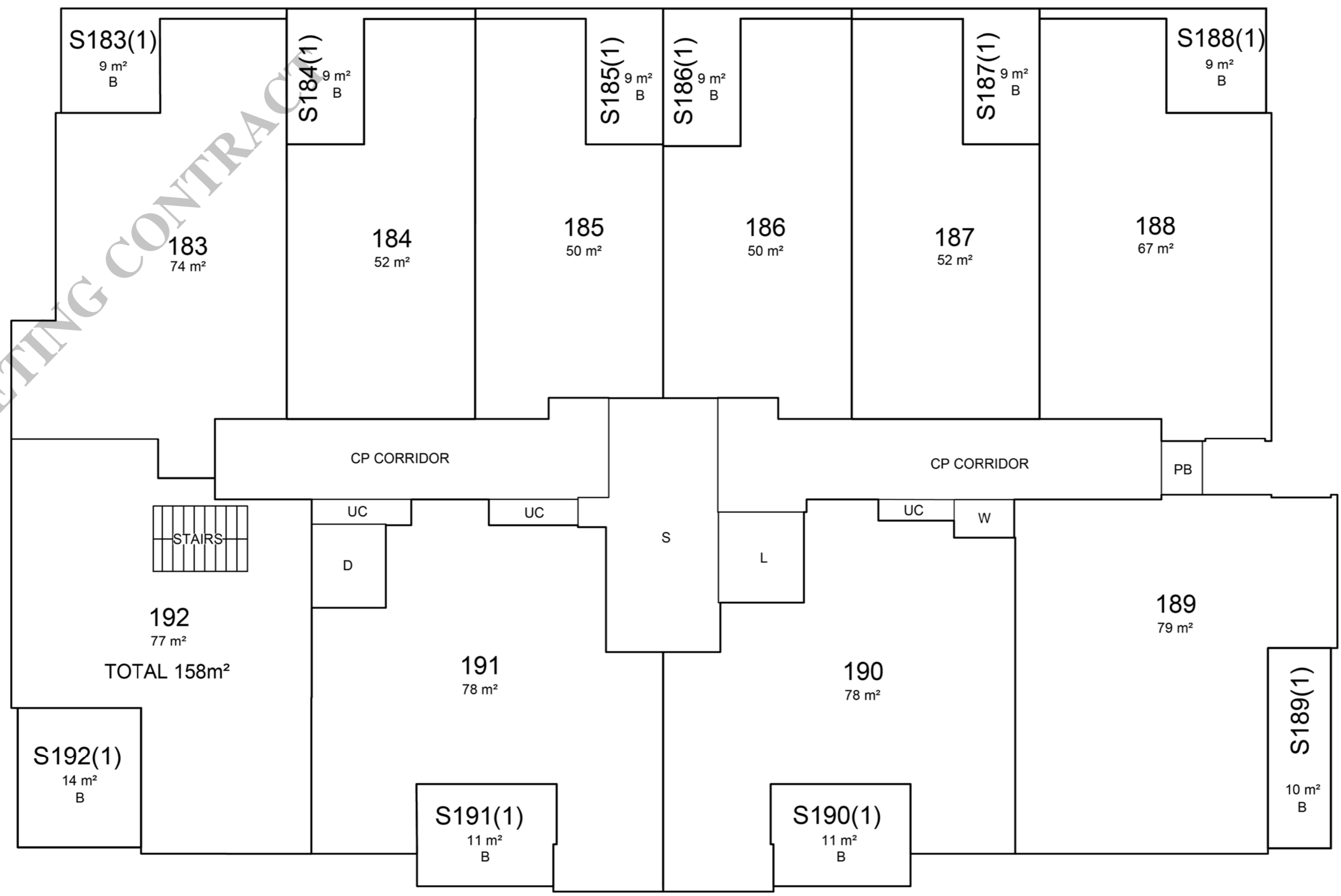
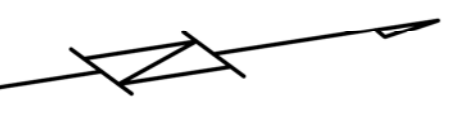
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19 DP2732

UNITS PLAN No.

16821

MGA 2020



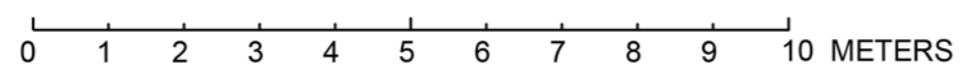
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LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.34.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	LEVEL 6 OF BUILDING C

Form 3

Form 091 - FP

Graphic bar SCALE 1:100



25 DP2846

24 DP3788

6

23 DP3788

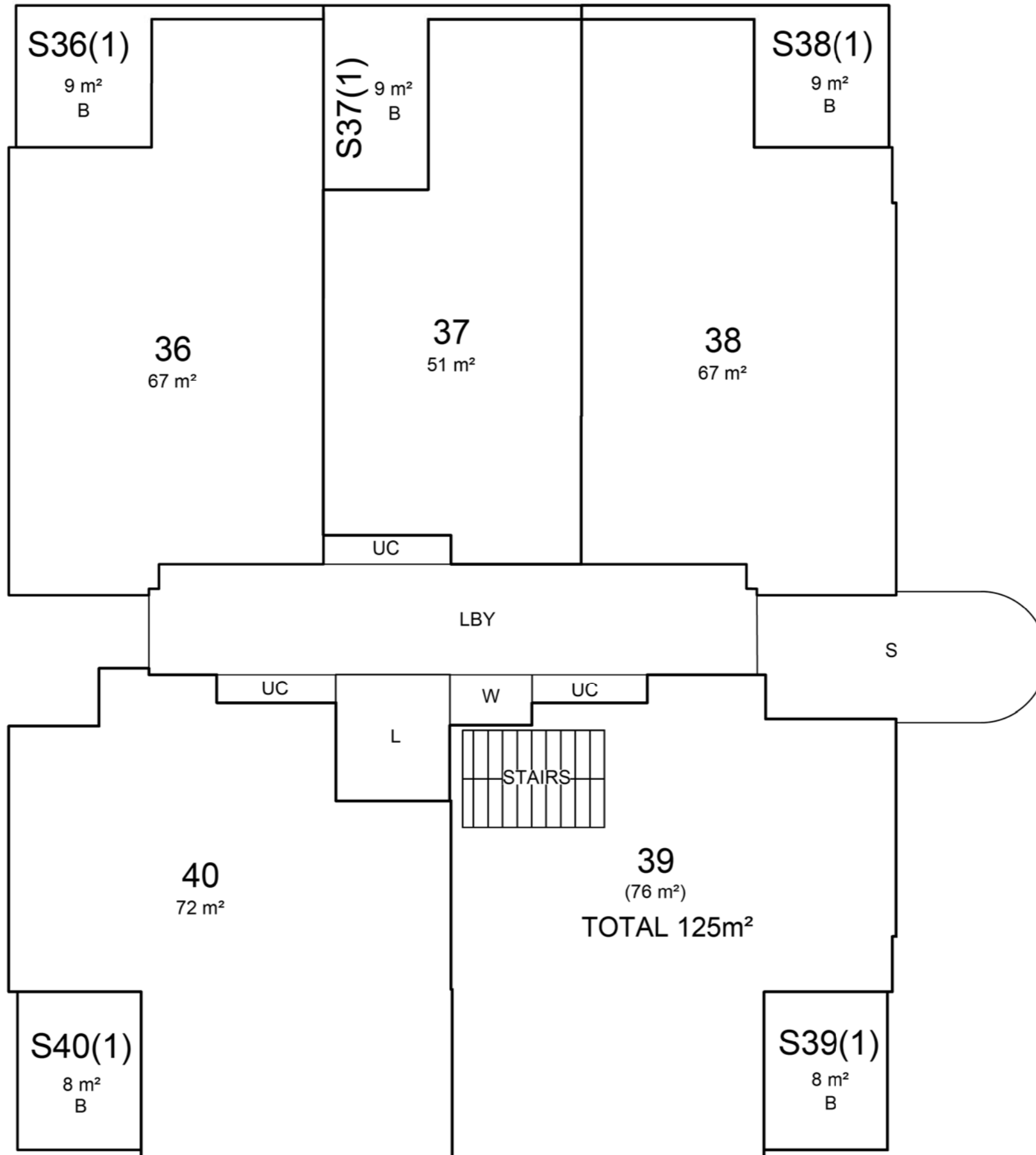
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DP1996

UNITS PLAN No.
16821

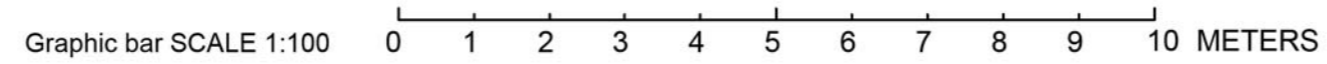
MGA 2020



MARKETING CONTRACT



49
6



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate
Sheet No. 35 of 62
FLOOR PLAN
Block
50
Section
6
Division
DICKSON
FLOOR NUMBER
LEVEL 7 OF BUILDING A

Form 3

Form 091 - FP

6

19 DP2732

TERRITORY LAND

18 DP1894

6

17 DP1894

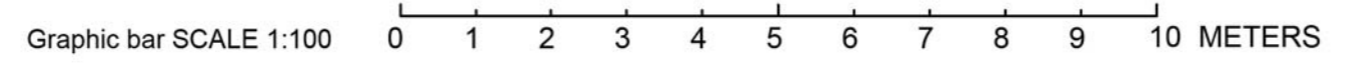
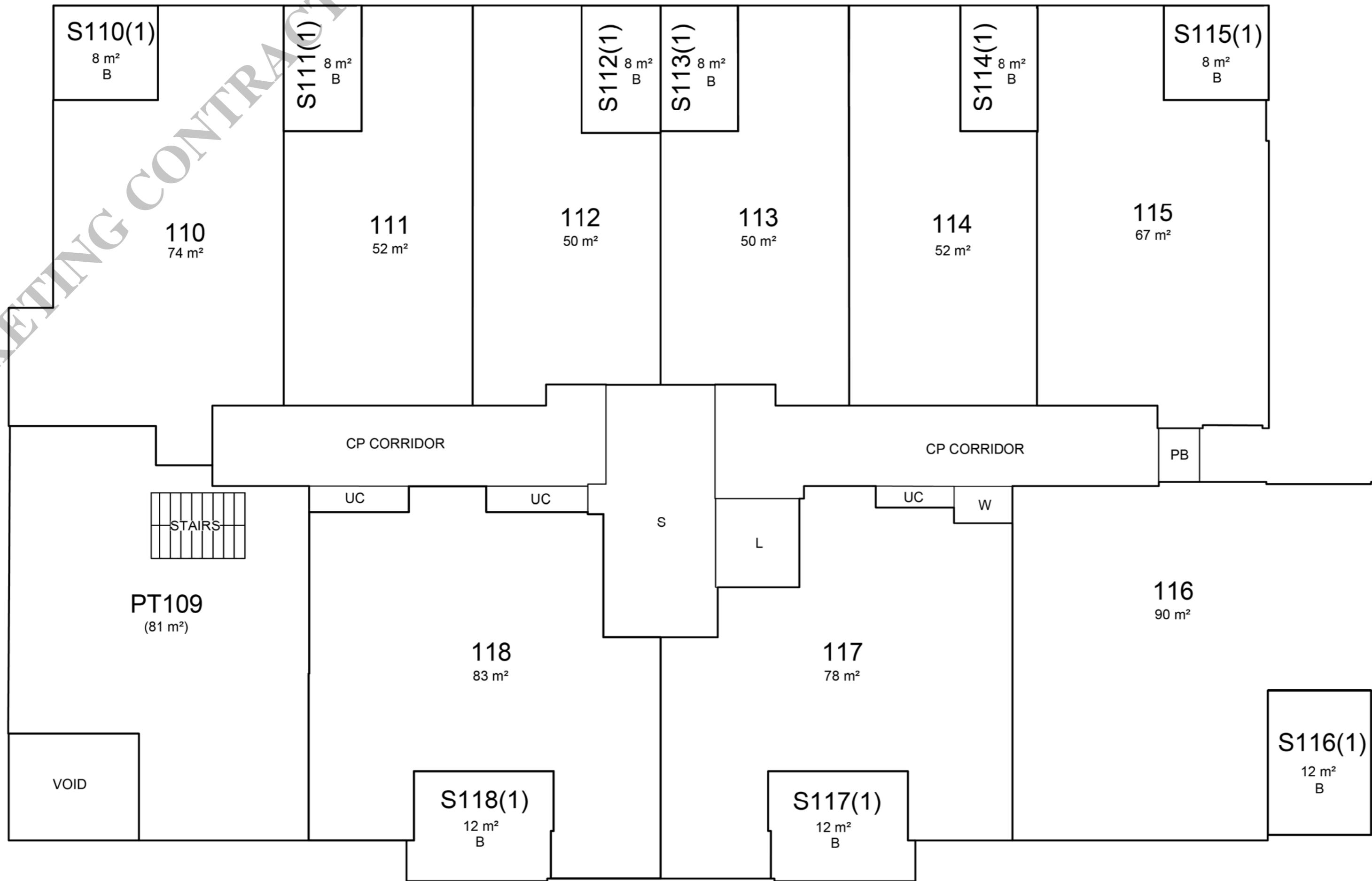
16 DP1995

UNITS PLAN No.
16821



LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No.36.....of62.....
FLOOR PLAN
Block 50
Section 6
Division DICKSON
FLOOR NUMBER LEVEL 7 OF BUILDING B

MARKETING CONTRACT

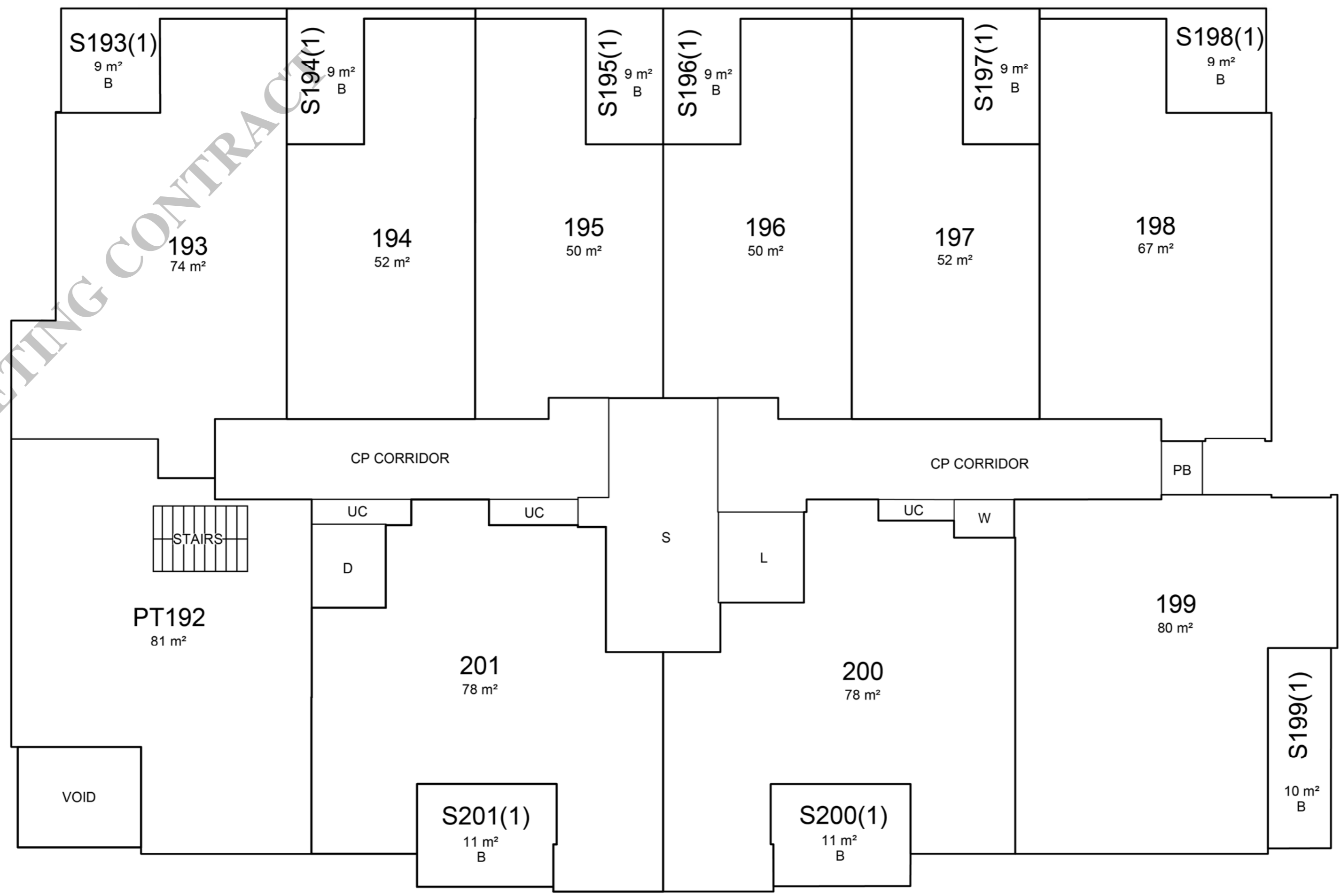


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Form 091 - FP						

UNITS PLAN No.
16821

MGA 2020

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77



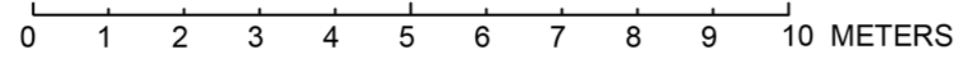
LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.37.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	LEVEL 7 OF BUILDING C

MARKETING CONTRACT

Form 3

Form 091 - FP

Graphic bar SCALE 1:100



25 DP2846

24 DP3788

6

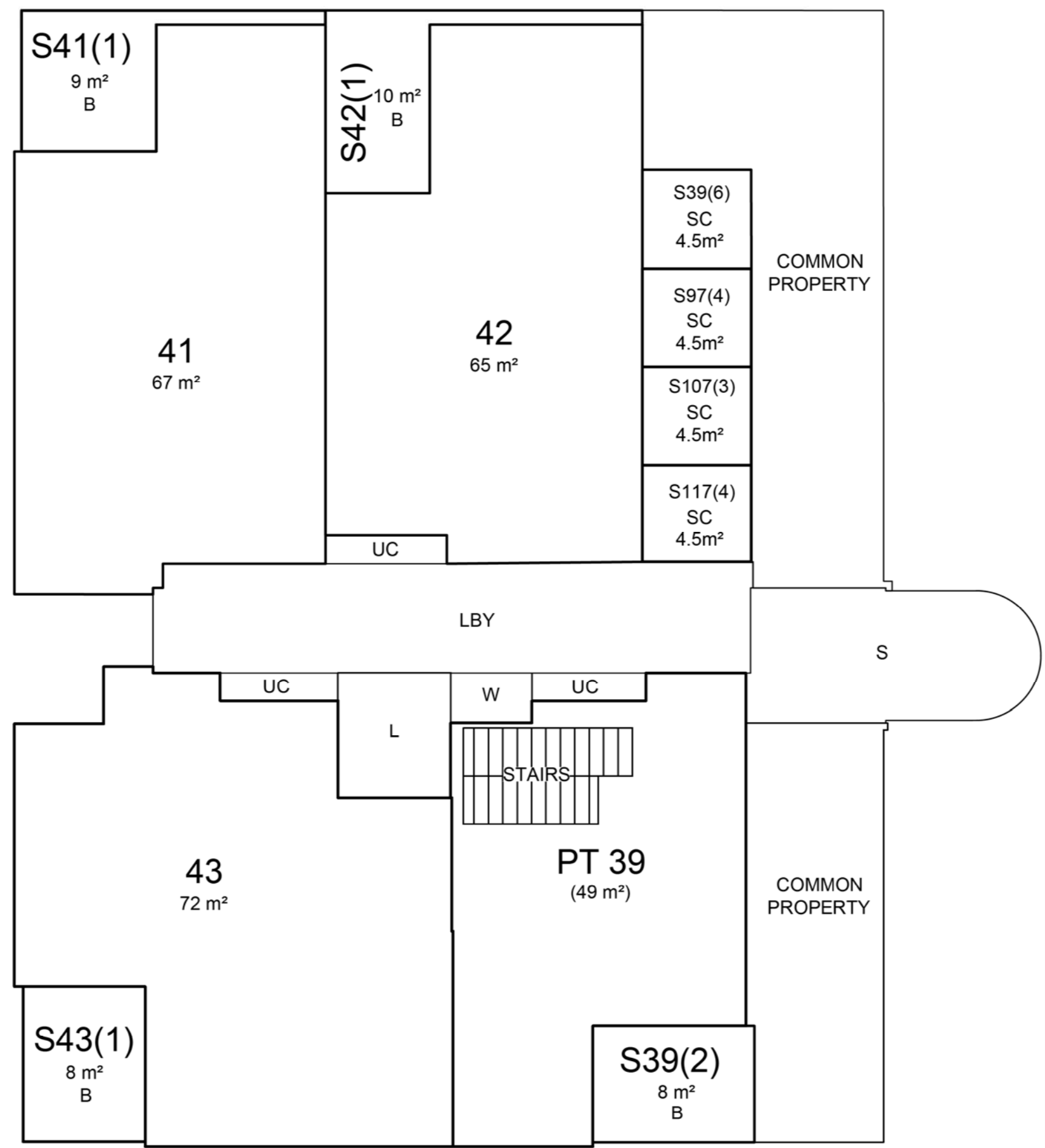
23 DP3788

22
DP1996

UNITS PLAN No.
16821

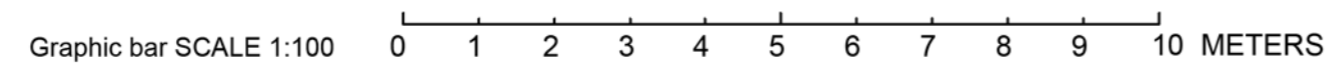


MARKETING CONTRACT



49
6

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.38.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	LEVEL 8 OF BUILDING A



Form 3

Form 091 - FP

6 19 DP2732

TERRITORY
LAND

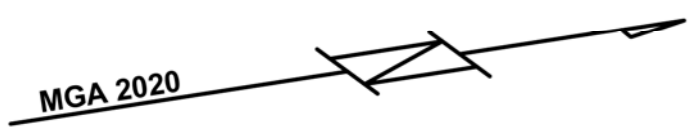
18 DP1894

6

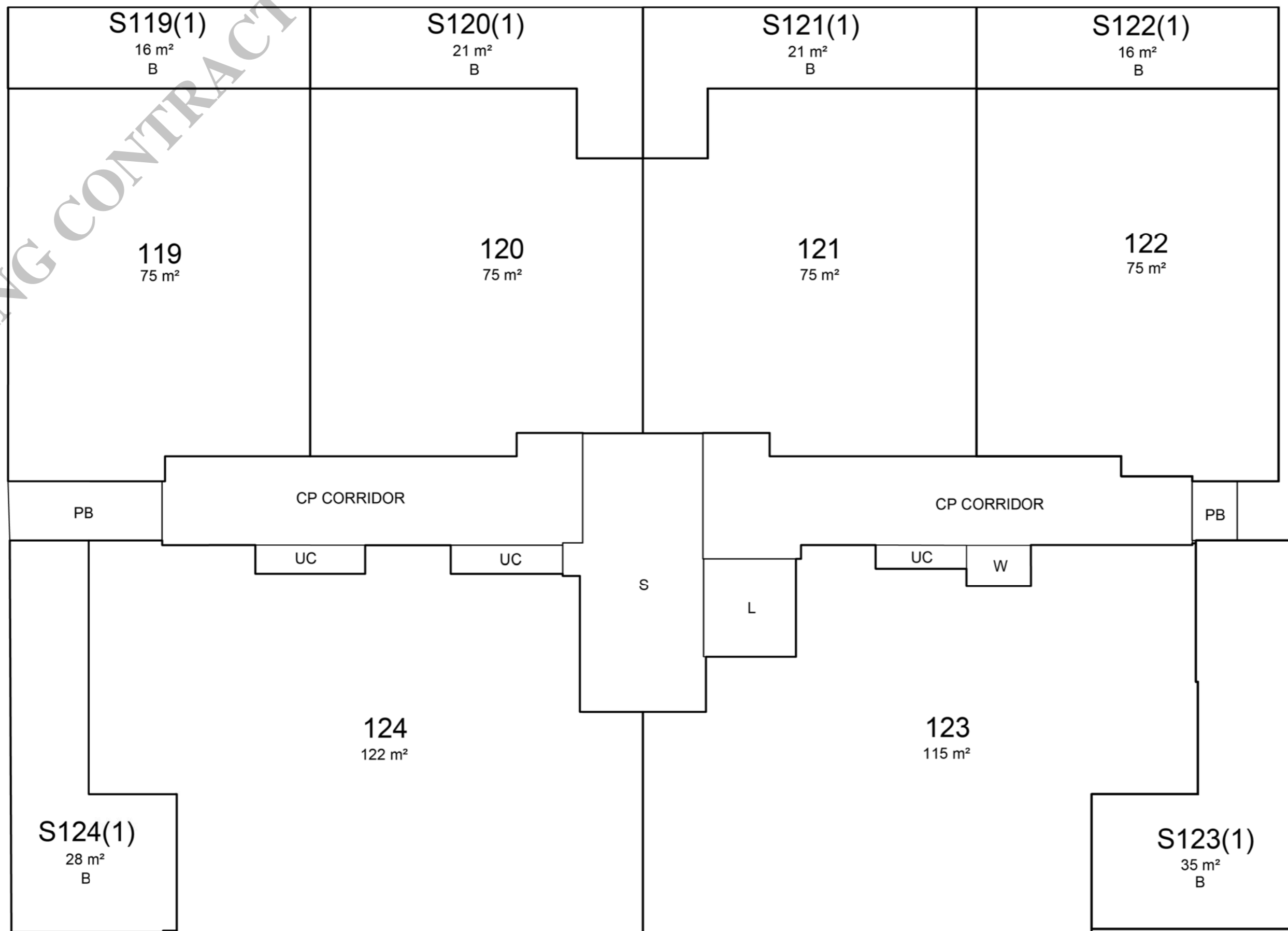
17 DP1894

16 DP1995

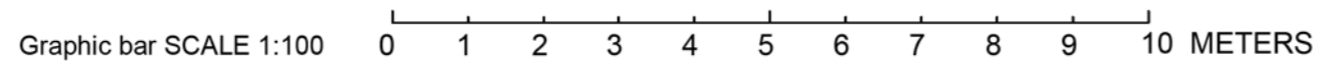
**UNITS PLAN No.
16821**



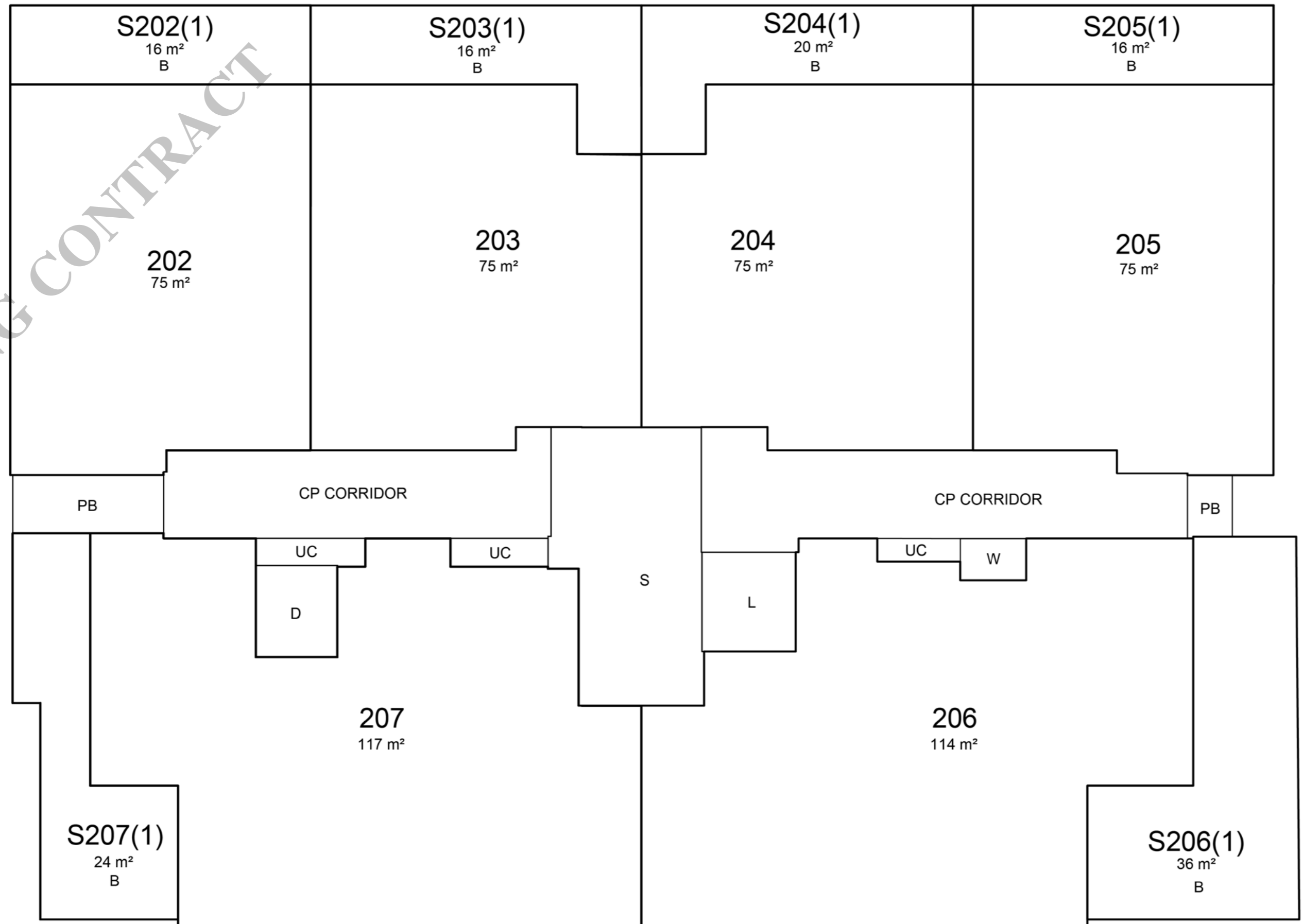
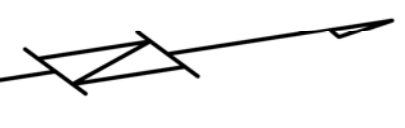
MARKETING CONTRACT



LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.39.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	
	LEVEL 8 OF BUILDING B



MGA 2020



14
77

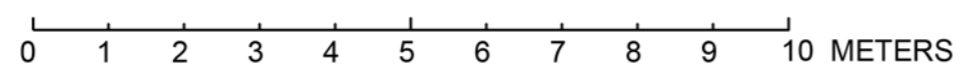
MARKETING CONTRACT

LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.40.....of62.....	
FLOOR PLAN	
Block	50
Section	6
Division	DICKSON
FLOOR NUMBER	LEVEL 8 OF BUILDING C

Form 3

Form 091 - FP

Graphic bar SCALE 1:100



25 DP2846

24 DP3788

6

23 DP3788

22
DP1996

**UNITS PLAN No.
16821**



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	45	3	3026	217
2	36	3	3026	218
3	45	3	3026	219
4	53	3	3026	220
5	53	5	3026	221
6	44	3	3026	222
7	34	3	3026	223
8	44	3	3026	224
9	50	3	3026	225
10	48	3	3026	226
11	44	3	3026	227
12	35	3	3026	228
13	45	3	3026	229
14	51	3	3026	230
15	49	3	3026	231
16	45	3	3026	232
17	36	3	3026	233
18	45	3	3026	234
19	52	3	3026	235
20	50	3	3026	236
21	46	3	3026	237
22	37	3	3026	238
23	46	3		
24	53	3		
25	51	3		

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

Volume	Folio
3026	216

VALUER'S CERTIFICATION

I Iga Li of Knight Frank Valuation & Advisory, Canberra being a Property Valuer certified by the Australian Property Institute (API), or the Australian Valuers Institute (AVI), certify the value of unit entitlements for the parcel in accordance with S2E(1)(b) of the *Unit Title Regulation 2001*.

Signature

Date: 7 October 2025

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General

ACT GOVERNMENT

Land Titles (Unit Titles) Act 1970

Access Canberra

Form 078 - SUE

Sheet No 42 of 62Sheets



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	47	3	3026	242
27	38	3	3026	243
28	51	3	3026	244
29	53	3	3026	245
30	52	3	3026	246
31	48	3	3026	247
32	48	3	3026	248
33	39	3	3026	249
34	48	3	3026	250
35	54	3	3026	251
36	53	3	3026	252
37	50	3	3026	253
38	39	3	3026	254
39	50	3	3026	255
40	39	3	3026	256
41	50	3	3026	257
42	95	6	3026	258
43	54	3	3026	259
44	53	3	3026	260
45	43	3	3026	261
46	55	4	3026	262
47	45	3	3026	263
48	37	3	3026	264
49	37	3	3026	265
50	45	4	3026	266
48	85	5		
49	53	3		
50	48	4		

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Volume	Folio
3026	216

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Signature

Date: 7 October 2025

Leanne Taunton
Deputy Registrar-General



Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	35	3	3026	267
52	34	3	3026	268
53	34	3	3026	269
54	35	3	3026	270
55	44	3	3026	271
56	55	3	3026	272
57	49	3	3026	273
58	55	3	3026	274
59	52	3	3026	275
60	49	3	3026	276
61	35	3	3026	277
62	34	3	3026	278
63	34	3	3026	279
64	35	3	3026	280
65	44	3	3026	281
66	55	3	3026	282
67	50	3	3026	283
68	53	3	3026	284
69	54	3	3026	285
70	50	3	3026	286
71	37	3	3026	287
72	35	3	3026	288
73	35	3		
74	37	3		
75	45	3		

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Volume	Folio
3026	216

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Signature

Date: 7 October 2025

Leanne Taunton
 Deputy Registrar-General



.....
 Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	56	3	3026	292
77	53	4	3026	293
78	55	4	3026	294
79	55	5	3026	295
80	51	3	3026	296
81	37	3	3026	297
82	36	3	3026	298
83	36	3	3026	299
84	37	3	3026	300
85	46	3	3026	301
86	58	3	3026	302
87	54	3	3026	303
88	55	3	3026	304
89	55	3	3026	305
90	52	3	3026	306
91	38	3	3026	307
92	37	3	3026	308
93	37	3	3026	309
94	38	3	3026	310
95	47	3	3026	311
96	59	3	3026	312
97	55	4	3026	313
98	57	4		314
99	56	3		315
100	53	4		316

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Date: 7 October 2025

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Volume	Folio
3026	216

Leanne Taunton
Deputy Registrar-General



Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	38	3	3026	317
102	38	3	3026	318
103	38	3	3026	319
104	38	3	3026	320
105	48	3	3026	321
106	60	3	3026	322
107	56	4	3026	323
108	58	3	3026	324
109	58	3	3026	325
109	105	4	3026	326
110	54	4	3026	327
111	39	3	3026	328
111	39	3	3026	329
112	39	4	3026	330
113	38	3	3026	331
114	39	3	3026	332
115	50	3	3026	333
116	60	3	3026	334
117	57	4	3026	335
118	59	3	3026	336
118	59	3	3026	337
119	55	3	3026	338
120	55	3	3026	339
121	55	3	3026	340
122	55	3	3026	341
123	88	6		
124	95	6		
125	45	3		

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

Volume	Folio
3026	216

VALUER'S CERTIFICATION

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Signature

Date: 7 October 2025

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	37	3	3026	342
127	37	3	3026	343
128	45	3	3026	344
129	53	3	3026	345
130	53	3	3026	346
131	53	3	3026	347
132	53	3	3026	348
133	48	3	3026	349
134	36	4	3026	350
135	33	3	3026	351
136	33	3	3026	352
137	35	3	3026	353
138	44	3	3026	354
139	51	4	3026	355
140	51	3	3026	356
141	51	3	3026	357
142	52	3	3026	358
143	49	3	3026	359
144	35	3	3026	360
145	34	3	3026	361
146	34	3	3026	362
147	35	3	3026	363
148	44	3	3026	364
149	52	4	3026	365
150	52	4	3026	366

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

Volume	Folio
3026	216

VALUER'S CERTIFICATION

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Signature

Date: 7 October 2025

Leanne Taunton
Deputy Registrar-General



Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	51	3	3026	367
152	52	3	3026	368
153	50	3	3026	369
154	37	3	3026	370
155	35	3	3026	371
156	35	3	3026	372
157	37	3	3026	373
158	37	3	3026	374
159	45	3	3026	375
160	53	3	3026	376
161	53	3	3026	377
162	53	3	3026	378
163	52	3	3026	379
164	55	4	3026	380
165	51	3	3026	381
166	37	3	3026	382
167	36	3	3026	383
168	36	3	3026	384
169	37	3	3026	385
170	37	3	3026	386
171	46	3	3026	387
172	53	3	3026	388
173	54	3	3026	389
174	54	3	3026	390
175	55	3	3026	391
176	52	3		
177	38	3		
178	37	3		

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Volume	Folio
3026	216

VALUER'S CERTIFICATION

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Signature

Date: 7 October 2025

Leanne Taunton
Deputy Registrar-General



Deputy Registrar-General



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
CANBERRA CENTRAL / DICKSON	6	50	16821

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	37	3	3026	392
177	38	3	3026	393
178	47	3	3026	394
179	54	3	3026	395
180	55	3	3026	396
181	55	3	3026	397
182	56	3	3026	398
183	53	4	3026	399
184	38	3	3026	400
185	38	3	3026	401
186	38	3	3026	402
187	38	3	3026	403
188	38	3	3026	404
189	48	3	3026	405
189	55	3	3026	406
190	56	3	3026	407
190	56	3	3026	408
191	56	3	3026	409
192	105	4	3026	410
193	54	3	3026	411
194	39	3	3026	412
195	39	3	3026	413
196	39	3	3026	414
197	39	3	3026	415
197	39	3	3026	416
198	50	4		
199	57	3		
200	57	3		

VALUER'S CERTIFICATION

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Signature

Date: 7 October 2025

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

Volume	Folio
3026	216

Leanne Taunton
Deputy Registrar-General



.....
Deputy Registrar-General

FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16821

Block 50 Section 6 Division of DICKSON

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

1. The term of the lease of each of the units expires on the eleventh day of December Two thousand one hundred and twenty four.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 177 inclusive covenants with the Territory Planning Authority (“the Authority”) on behalf of the Commonwealth of Australia (“the Commonwealth”) in respect of each Lessee’s relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit for residential use LIMITED TO multi-unit housing and caretaker’s residence;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other

improvement is beyond reasonable repair the Authority may require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) to pay to the Authority or any statutory authority the proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning Act 2023 and the Unit Titles Act 2001;
- (i) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Urban Forest Act 2023, applies;
- (j) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

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

- (a) the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;
- (e) any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the unit or at its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:

- (i) the Authority;
- (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or the Territory; or
- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 16 of the Planning Act 2023;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (d) "dwelling" has the same meaning as in *the Planning (General) Regulation 2023*;
- (e) "Lessee" shall:
 - (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
 - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (g) "premises" means the parcel of land and any building or other improvements on the parcel of land;

- (h) "RL" (Reduced Level) means the vertical height in metres above Australian Height Datum (AHD);
- (i) "residential use" includes caretaker's residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing and supportive housing;
- (k) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (l) "unit" means the parcel of land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (m) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (n) words in the singular include the plural and vice versa;
- (o) words importing one gender include the other genders;
- (p) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... **sixth** day of..... **February** 2026.

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

Twelfth day of February 2026

LESSEE: ART PROJETS NOMINEES PTY LTD A.C.N. 610 529 452

Art Projects Nominees Pty Ltd
ACN 610 529 452



Sole Director Elisa Roso

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16821

Block 50 Section 6 Division of DICKSON

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

1. The term of the lease expires on the eleventh day of December Two thousand and Two thousand one hundred and twenty four.
 2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
 3. That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as:
 - A. proposed access easement and drainage service easement 4.70, 5.15 wide & variable width limited in depth to RL570.70 and unlimited in height;
 - B. proposed access, drainage, electric and gas supply service easement 2.00 wide, 2.45 wide and variable width;
 - C. proposed drainage service easement 3.16 wide limited in depth to RL570.90 and limited in height to RL571.65;
 - D. proposed drainage service easement and proposed pedestrian access easement 2.5 wide;
 - E. proposed pedestrian access easement and drainage service easement variable width and limited in depth to RL570.70 and limited in height to RL574.00; and
 - F. proposed drainage service easement and access easement 2.5 wide;
- as shown on the Deposited Plan, a reservation ('Reservation') in favour of the relevant provider (referred to as the "service provider");

- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
- (iii) do anything reasonable necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or

- (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Reservation;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Reservation UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Reservation, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.

4. The Owners – Units Plan No. 16821 ("the Owners Corporation") covenants with the Territory Planning Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:

- (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
- (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
- (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

- (e) except where necessary for compliance with Clause 4(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) to permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (h) that the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

- (i) that the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Urban Forest Act 2023, applies;
- (j) That the owners corporation shall:
- (i) provide and maintain pedestrian access over that part of the parcel of land identified as:
 - (A) proposed drainage service easement and proposed pedestrian access easement 2.5 wide; and
 - (B) proposed pedestrian access easement and drainage service easement variable width and limited in depth to RL570.70 and limited in height to RL574.00;

as shown on the Deposited Plan. The owners corporation must at all times permit members of the public to pass and repass for all lawful purposes over and along the pedestrian access provided;
 - (ii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land (except as permitted by the Authority) comprising any easement;
 - (iii) not place, nor permit to be placed, any tree or any other vegetation on any part of the land (except as permitted by the Authority) comprising any easement; and
 - (iv) at any times maintain the easements (including all paths and services constructed on the easements) in good repair and condition and to the satisfaction of the Authority;
- (k) That the owners corporation shall:
- (i) permit vehicles and pedestrians access across, over and along those parts of the parcel of land identified as:
 - (A) proposed access easement and drainage service easement 4.70, 5.15 wide & variable width limited in depth to RL570.70 and unlimited in height;

(B) proposed access, drainage, electric and gas supply service easement 2.00 wide, 2.45 wide and variable width; and

(C) proposed drainage service easement and access easement 2.5 wide;

as shown on the Deposited Plan;

- (ii) not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land (except as permitted by the Authority) comprising any easement;
- (iii) not place, nor permit to be placed, any tree or any other vegetation on any part of the land (except as permitted by the Authority) comprising any easement; and
- (iv) at any times maintain the easements (including all paths and services constructed on the easements) in good repair and condition and to the satisfaction of the Authority;
- (m) all minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.

5. It is mutually covenanted and agreed by the Commonwealth and the Owners Corporation as follows:

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning Act 2023;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or

- (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning Act 2023.

5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 16 of the Planning Act 2023;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 16821';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
- (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

DATED the..... sixth day of..... February2026

Sharon Harmer

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

Twelfth day of February 2026

LESSEE: ART PROJETS NOMINEES PTY LTD A.C.N. 610 529 452

Art Projects Nominees Pty Ltd
ACN 610 529 452



Sole Director Elisa Roso

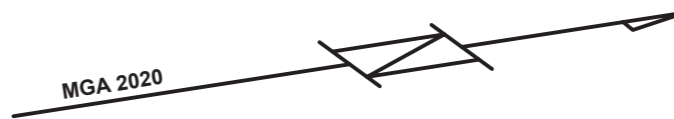
MARKETING CONTRACT

DIVISION

OF

LYNEHAM

- (A) - PROPOSED ACCESS EASEMENT AND DRAINAGE SERVICE EASEMENT 4.70, 5.15 WIDE & VARIABLE WIDTH LIMITED IN DEPTH TO RL570.70 AND UNLIMITED IN HEIGHT
- (B) - PROPOSED ACCESS, DRAINAGE, ELECTRIC AND GAS SUPPLY SERVICE EASEMENT 2.00 WIDE, 2.45 WIDE AND VARIABLE WIDTH
- (C) - PROPOSED DRAINAGE SERVICE EASEMENT 3.16 WIDE LIMITED IN DEPTH TO RL570.90 AND LIMITED IN HEIGHT TO RL571.65
- (D) - PROPOSED DRAINAGE SERVICE EASEMENT AND PROPOSED PEDESTRIAN ACCESS EASEMENT 2.5 WIDE
- (E) - PROPOSED PEDESTRIAN ACCESS EASEMENT AND DRAINAGE SERVICE EASEMENT VARIABLE WIDTH AND LIMITED IN DEPTH TO RL570.70 AND LIMITED IN HEIGHT TO RL574.00
- (F) - PROPOSED DRAINAGE SERVICE EASEMENT AND ACCESS EASEMENT 2.5 WIDE



NORTHBOURNE

AVENUE

DEPOSITED PLAN

16798/1

TITLE INFORMATION

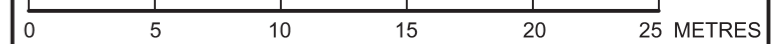
AMENDS DP15943 & DP11558

X PLAN X23095

PLAN OF
BLOCK 50 SECTION 6 &
BLOCK 14 SECTION 77
BEING A SUBDIVISION OF
BLOCKS 5 & 11 SECTION 77

DIVISION: DICKSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1 : 300



I GREGORY IRETON GIBSON of ELLIPSE SURVEYING a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 22/10/2025

Greg Gibson

Surveyor's Reference: 25-018-P2 Registration No: 408
Date: 30/10/2025

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

Greg Ledwidge

6/11/2025

Greg Ledwidge
Surveyor-General of the ACT Date:

LEGEND AND NOTES

- Subject Boundary _____
- Adjoining Boundary _____
- Easement - - - - -
- Division Boundary - - - - -

VERTICAL DATUM IS AUSTRALIAN HEIGHT DATUM	
ORIGIN OF REDUCED LEVELS	
KBM 518	571.797
KBM 521	571.164
KBM 522	571.058

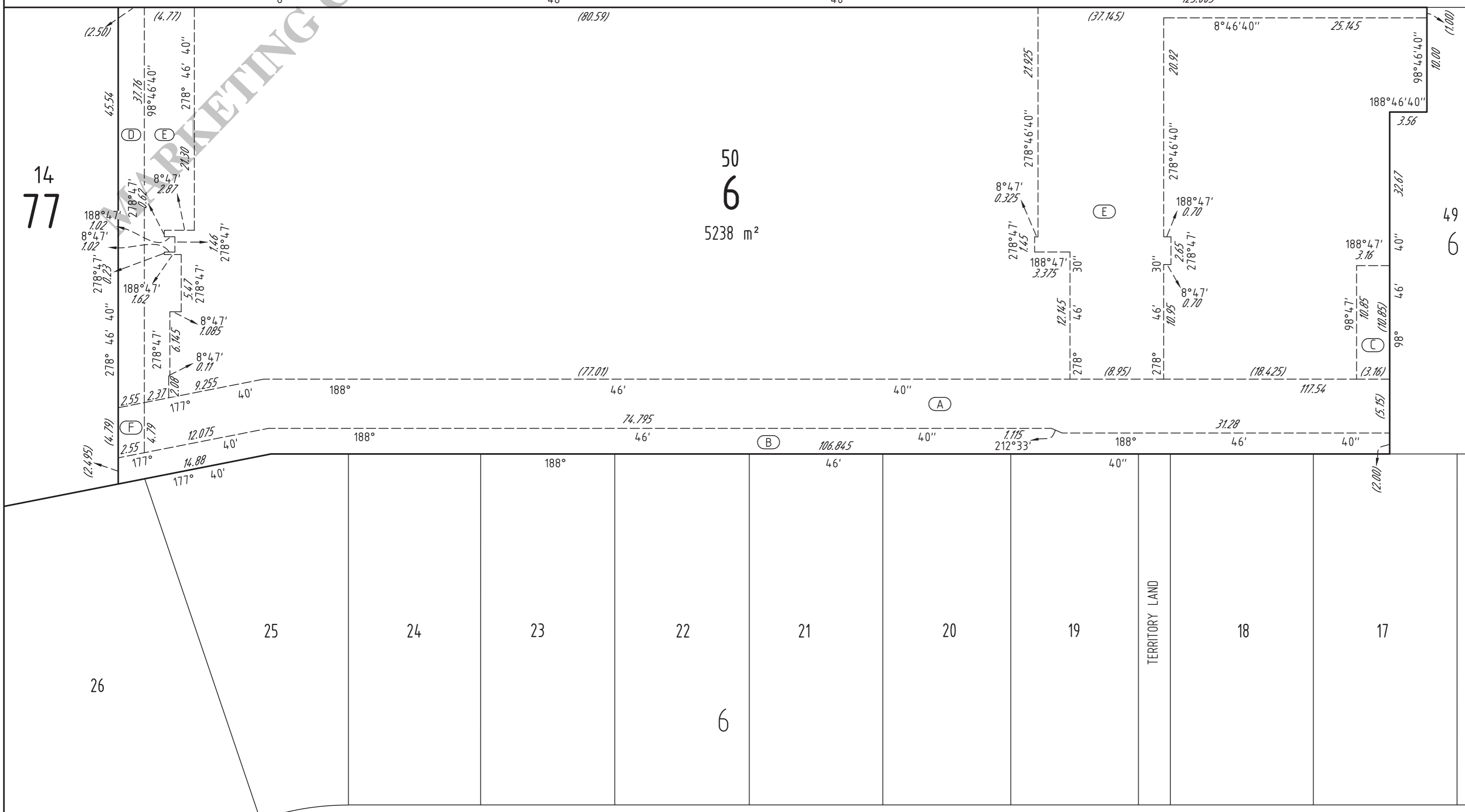
ALL EASEMENTS ARE 2.5 METRES WIDE
(EXCEPT AS OTHERWISE SHOWN)

Leanne Taunton
Leanne Taunton
Deputy Registrar-General



17/12/2025 at 11:49am

SHEET 1 OF 3 SHEETS



14
77

50
6
5238 m²

49
6

LOWRIE

STREET

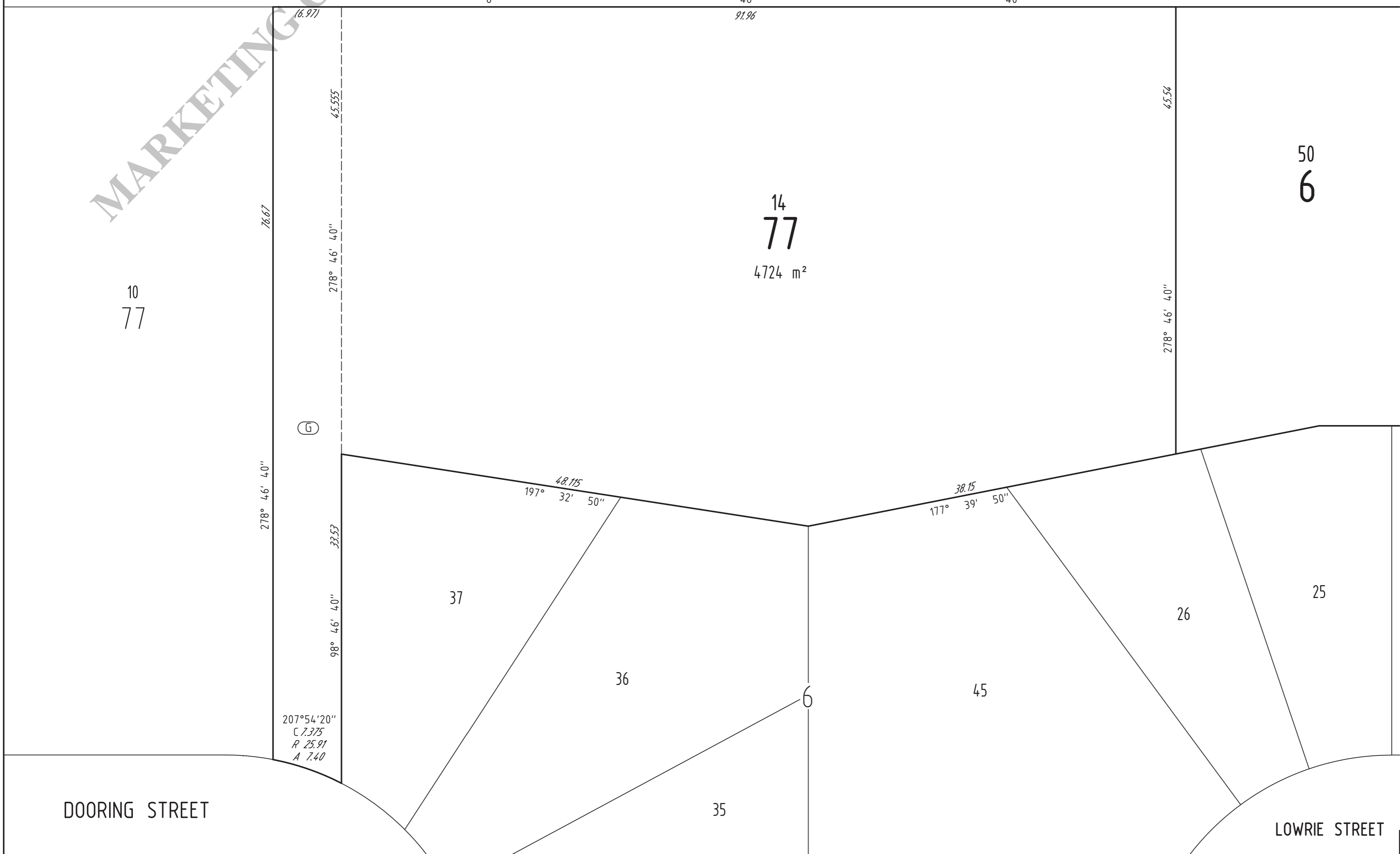
(G) - PROPOSED ACCESS EASEMENT 6.97 WIDE



NORTHBOURNE

AVENUE

MARKETING CONTRACT



(6.97)

8° 46' 40" 40"

76.67

45.535
278° 46' 40"

46' 91.96

45.54

50
6

14
77
4724 m²

278° 46' 40"

10
77

278° 46' 40"

(G)

33.53
98° 46' 40"

48.115
197° 32' 50"

38.15
177° 39' 50"

37

36

26

25

6

45

35

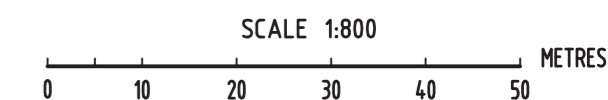
DOORRING STREET

207°54'20"
C 7.375
R 25.91
A 7.40

LOWRIE STREET

PLAN OF
BLOCK 50 SECTION 6 &
BLOCK 14 SECTION 77
BEING A SUBDIVISION OF
BLOCKS 5 & 11 SECTION 77

DIVISION: DICKSON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY



I GREGORY IRETON GIBSON of ELLIPSE SURVEYING a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 22/10/2025

Greg Gibson

Surveyor's Reference: 25-018-P2 Registration No: 408
Date: 30/10/2025

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

Greg Ledwidge
Surveyor-General of the ACT Date: 6/11/2025

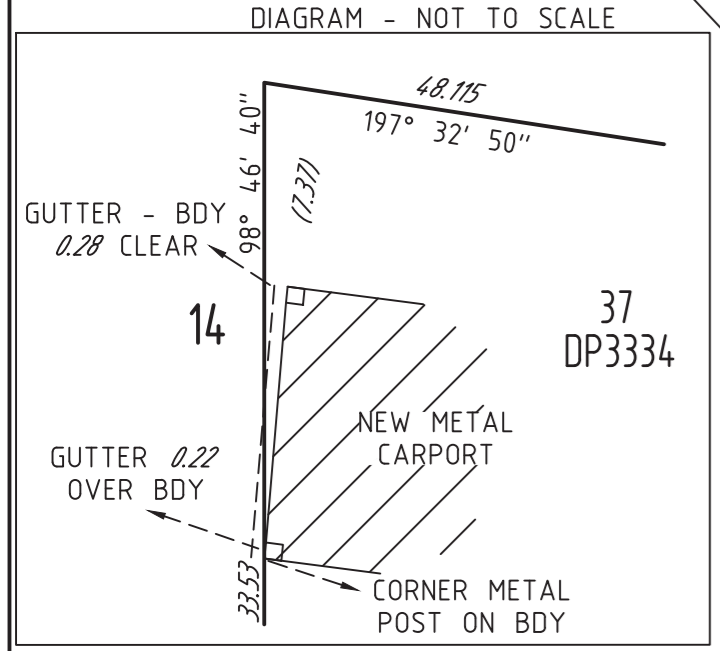
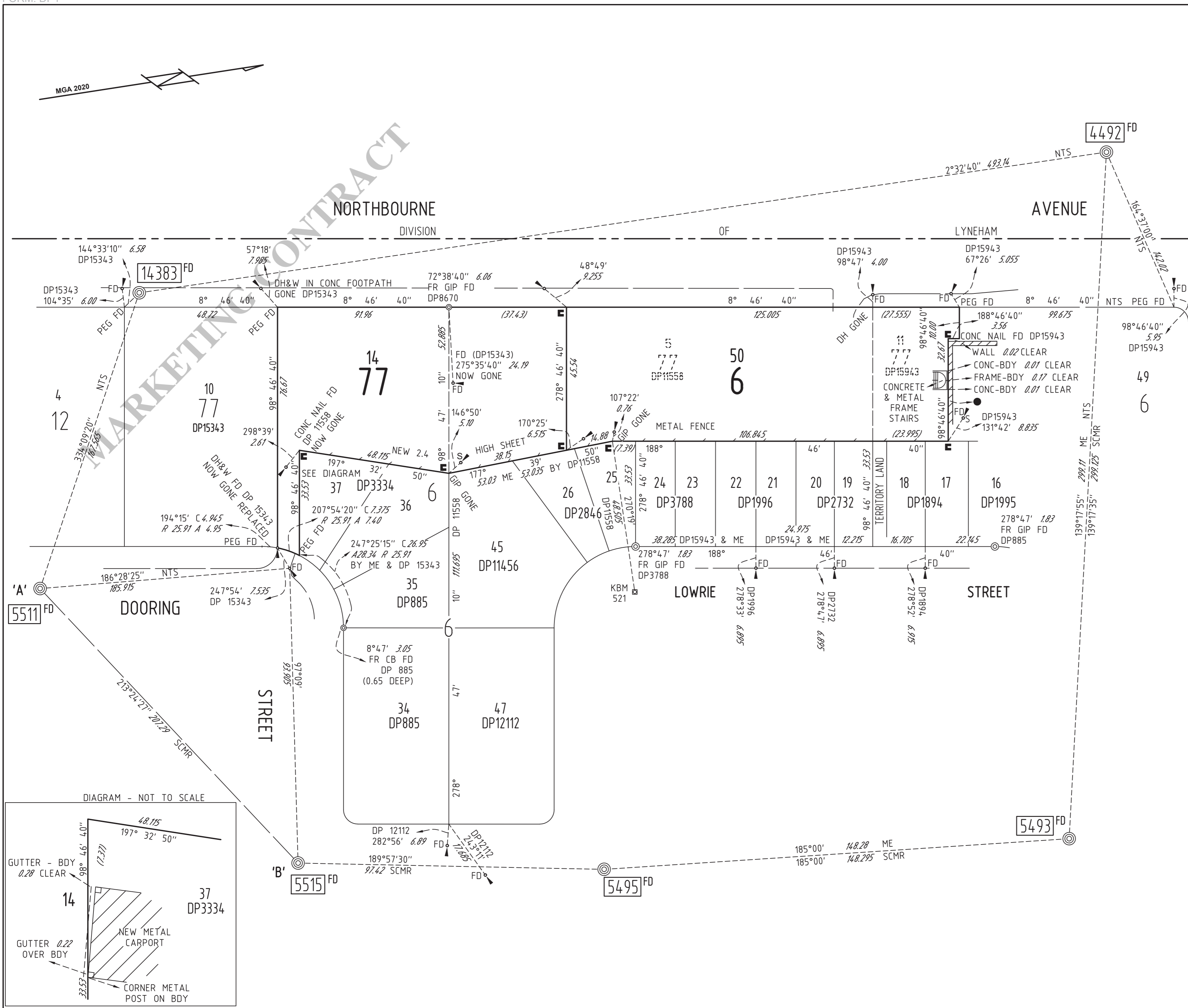
LEGEND AND NOTES

- BOUNDARY IS FACE OF 1.3 HIGH CONCRETE WALL
- S DENOTES DHW IN CONCRETE SLAB
- DENOTES CORNER NOT MARKED (CONSTRUCTION SITE)

VERTICAL DATUM IS AUSTRALIAN HEIGHT DATUM	
ORIGIN OF REDUCED LEVELS	
KBM 518	571.797
KBM 521	571.164
KBM 522	571.058

ORIENTATION DATUM LINE A - B 213° 24' 27" SCMR
STROMLO TO MGA2020 + 1° 09' 40" DP 15943

PLANS USED
DP885 DP1894 DP1996 DP2732 DP3788 DP8670
DP15343 DP15943





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	192	Block	50	Section	6	Suburb	DICKSON
-------------	------------	--------------	-----------	----------------	----------	---------------	----------------

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? Certificate Number: 88772	()	(X)
(N/A ex-Government House) <input type="checkbox"/>		
Dated: 05-FEB-26		
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 :

Info Track

Date: 31-MAR-26 10:59:54

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

2202124 - 190174346



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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 8

INFORMATION ABOUT THE PROPERTY

DICKSON Section 6/Block 50/Unit 192

Building Class: A

Area(m2): 5,237.3

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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

MARKETING CONTRACT



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

31-MAR-2026 10:59

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

Page 2 of 8

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202241166 **Lodged** 21-DEC-22 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR SIGNAGE - installation of new address sign, building signs, indicative signage for post boxes and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	6	44-44	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	

-- Involved Parties -----

Role

Name

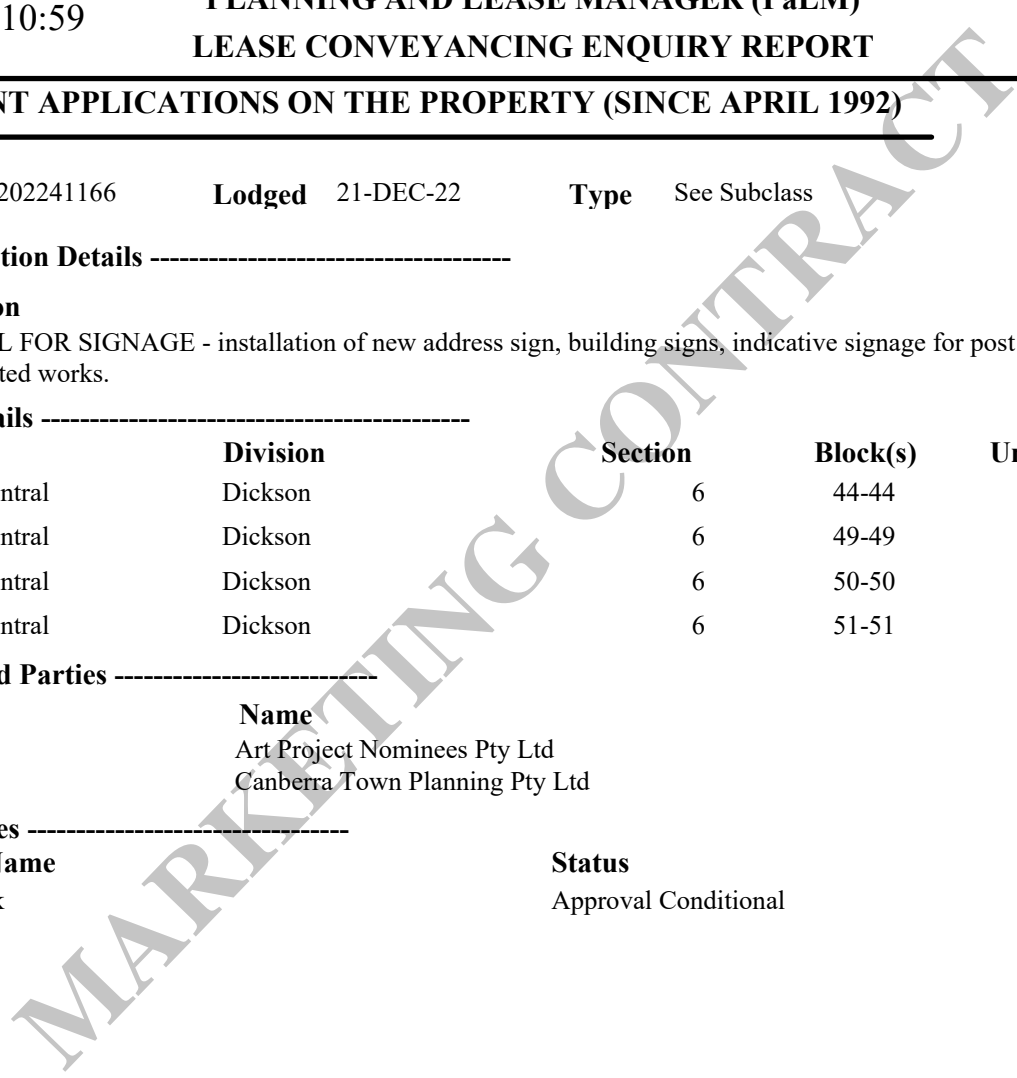
Lessee	Art Project Nominees Pty Ltd
Applicant	Canberra Town Planning Pty Ltd

-- Activities -----

Activity Name

Status

Merit Track	Approval Conditional
-------------	----------------------





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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 8

Application DA202139368 **Lodged** 08-NOV-21 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR MULTI UNIT DEVELOPMENT - demolition of the existing dwelling and construction of 2 new 9 storey buildings comprising a total of 166 units, 3 level basement carparking underneath, common use facilities, terraces, driveway, civil works, landscaping and associated works

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	6	46-46	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	

-- Involved Parties -----

Role	Name
Representor	Davidson, Geoff
Lessee	Art Projects Nominees Pty Ltd
Lessee	Elisa Roso
Applicant	Stewart Architecture
Representor	Sullivan, P
Representor	Dean, R
Representor	North Canberra Community Council

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA202038154 **Lodged** 23-MAR-21 **Type** See Subclass

-- Application Details -----

Description

PLANNING ACT 2023 - AMENDMENT TO APPROVED DA202038154-S205L. Amendment to the development application for construction of three, nine-storey residential buildings comprising of 207 residential units, rooftop terrace, basement carparking, landscaping, associated works and removal of regulated trees - the amendment is to remove one access easement, realign northern boundary, provide information on updated stormwater easements and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	6	46-46	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	

-- Involved Parties -----

Role	Name
Lessee	Art Project Nominees Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Davidson, G & S
Representor	North Canberra Community Council
Representor	Smith, Michael
Representor	Butterfield, Christine
Representor	Nccc

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201733114 **Lodged** 26-FEB-19 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201733114 - S197K. Amendment to the development application for construction of two new 9 storey developments comprising 143 dwellings, two levels of basement parking, landscaping and associated works. The development proposes a partially covered roof terrace on the upper level of both new buildings. Changes to the heritage building on the site to accommodate non retail commercial use are also included in the proposal. - the amendment is to make adjustments to the basement, cores, building services, carpark layout, storage, structural layout, floor levels and vehicle ramps, updates to the façade materials and finishes, roof terraces adjusted, landscaping adjustments, waste enclosure amended, and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	6	44-44	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	
Canberra Central	Dickson	77	1-1	

-- Involved Parties -----

Role	Name
Representor	North Canberra Community Council
Representor	National Trust Of Australia
Representor	Janet Hunt
Representor	Brian Hill
Representor	Davidson, Geoff
Lessee	Art Projects Nominees Pty Ltd
Lessee	Art Projects
Applicant	Canberra Town Planning Pty Ltd
Representor	Rachel Harris
Representor	Active Planning
Representor	Trevor Lipscombe
Representor	Butterfield, Christine
Representor	Goffman, Jane

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201527481 **Lodged** 09-JUN-15 **Type** See Subclass

-- Application Details -----

Description

The Planning and Land Authority is extending the public consultation period for the following Development Application due to a discrepancy with the plans previously made available. Proposed amendments to DA 201527481-S144A still under consideration - Amendments include the retention of a number of heritage buildings previously identified for demolition. Documentation has been updated to reflect these changes.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Lyneham	51	7-7	
Canberra Central	Lyneham	51	8-8	
Canberra Central	Dickson	1	4-4	
Canberra Central	Dickson	6	40-40	
Canberra Central	Dickson	6	41-41	
Canberra Central	Dickson	6	44-44	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	
Canberra Central	Dickson	12	1-1	

-- Involved Parties -----

Role	Name
Representor	National Trust
Lessee	Housing Act
Lessee	Territory And Municipal Serv
Lessee	Land Development Agency
Applicant	Indesco Pty Ltd
Representor	Trickett, G
Representor	Henderson,R
Representor	Lyneham Community Council
Representor	O'Brien, D
Representor	Australian Institute Of Archi
Representor	Godfrey, B & R
Representor	National Trust Of Australia
Representor	Trickett, G
Representor	Papadopoulos, L & P-Velona, M-

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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

31-MAR-2026 10:59

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201425880 **Lodged** 08-JUL-14 **Type** See Subclass

-- Application Details -----

Description

MULTI-RESIDENTIAL-DEMOLITION. Proposed demolition of existing structures on the block/s; removal of several trees; and associated works.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Dickson	6	40-40	
Canberra Central	Dickson	6	41-41	
Canberra Central	Dickson	6	44-44	
Canberra Central	Dickson	6	49-49	
Canberra Central	Dickson	6	50-50	
Canberra Central	Dickson	6	51-51	

-- Involved Parties -----

Role	Name
Lessee	Housing Act
Lessee	Commissioner For Social Housin
Lessee	Territory And Municipal Serv
Applicant	Indesco Pty Ltd
Representor	Patrick Stein
Representor	Graeme Trickett
Representor	National Trust
Representor	Stuart Murray
Representor	M Featherston

-- Activities -----

Activity Name	Status
Aat - Appeal	Active
Merit Track	Approval Conditional
Da - Reconsideration	Approval Conditional



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

31-MAR-2026 10:59

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

Page 8 of 8

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

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

Please Note: A section master plan exists or is being considered over this section.

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

URBAN FOREST ACT 2023

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

---- END OF REPORT ----

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 16821 Unit No. 192

Unit Owner/Eligible Person: Dickson Developments Precinct 2 Pty Ltd

Dickson Developments Precinct 2 Pty Ltd
602/300 Northbourne Avenue
Dickson ACT 2602

1. Committee Details

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

2. Corporations Manager

The name and contact details of the corporations manager:

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

3. Records

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

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

7. Borrowings

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

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A



9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: N/A

10. Swimming Pool

Regulated Swimming Pool: No

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

Date: 20/02/2026 The Common Seal of The Owners – Units Plan No 16821	
Was hereunto affixed in The presence of  Signature: _____	



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006164094
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	16/02/2026 to 16/02/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16821
Situation	300 NORTHBOURNE AVENUE DICKSON ACT 2602

Sections

Section 1 – Insured Property

Building: \$88,000,000
Common Area Contents: \$880,000
Loss of Rent & Temporary Accommodation (total payable): \$13,200,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

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

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

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



Flood Cover is included.

Date Printed

16/02/2026

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

MARKETING CONTRACT

**MINUTES OF THE INAUGURAL MEETING OF
THE OWNERS UNITS PLAN NO. 16821 'CALYPSO'
300 – 304 Northbourne Avenue, Dickson, ACT, 2602**

Venue: Held via teleconference

Date: 16/02/26

Time: 5:30 pm

Present: Gabe Szivek (representing Art Projects Nominees Pty Ltd) (**Owner**) and Dickson Developments Precinct 2 Pty Ltd (**Developer**)
Andrew Taylor (representing Vantage Strata – **Licence number 184 01909**)

Chair: Gabe Szivek was elected chairperson for the meeting.

Quorum: As all units are owned by Art Projects Nominees Pty Ltd a quorum was declared, and the meeting proceeded.

Manager: Vantage Strata

MARKETING CONTRACT

1. PURPOSE OF MEETING

The Chair informed the meeting that the development situated at 300-304 Northbourne Avenue, DICKSON comprising 207 units was registered on 16/02/26 at the ACT Land Titles Office as Units Plan No. 16821. This meeting is necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 ("Act").

2. INSURANCE

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

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

MOTION 1: *It was unanimously **resolved** that to conform with the requirements of Section 100 of the Unit Titles (Management) Act, an insurance policy has been entered into and that the Corporation should continue to insure the development with CHU RESIDENTIAL STRATA INSURANCE PLAN as follows:*

Buildings \$88,000,000
 Primary Public Liability \$30,000,000.00

Item	Amount
Base Premium	\$30,679.07
Emergency or Fire Services Levy	Not applicable in the ACT
Stamp Duty	Not applicable in the ACT
Underwriting Fee	\$1,000
Broker Fee	\$4,601.86
GST	\$3,628.09
Commission	\$0.00
Allocation of strata insurance remuneration	N/A

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

CARRIED

3. INSURANCE VALUATION

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

MOTION 2: It was unanimously **resolved** that the Corporation authorises the Manager to obtain a professional Insurance Valuation from an appropriately qualified organisation.

CARRIED

4. SINKING FUND

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

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

MOTION 3: It was unanimously **resolved** that the Corporation authorises the Manager to obtain a professional Sinking Fund Plan from an appropriately qualified organisation.

CARRIED

5. DEFECTS REPORT

MOTION 4: It was unanimously **resolved** that the Owners Corporation authorises the Manager to obtain a professional Defects Report from an appropriately qualified service provider.

CARRIED

6. SERVICES OF MANAGING AGENT

MOTION 5: It was unanimously **resolved** in accordance with the relevant Section of the Act that:

- (a) Vantage Strata Pty Ltd t/as Vantage Strata ("**Agent**") be appointed as strata managing agent of Units Plan No. 16821 for a period of two years from the date of registration;
- (b) The Owners Corporation / Executive Committee delegates to the Agent all of its functions (other than those prohibited by the Act);
- (c) The delegation mentioned in subsection (b) is subject to the conditions and limitations set out in the Agreement and the Act.

CARRIED

7. SERVICES OF BUILDING MANAGER

MOTION 6: It was unanimously **resolved** in accordance with the relevant Section of the Act that Vantage Strata Pty Ltd t/as Vantage Strata ("**Agent**") be appointed as building/ facilities manager of Units Plan No. 16821 for a period of two years from the date of registration.

CARRIED

8. BANK ACCOUNT

MOTION 7: It was unanimously **resolved** that the Corporation open a bank account in the name of the Owners of Units Plan No. 16821 with the Macquarie Bank to be operated by Vantage Strata Pty Ltd and that Vantage Strata is authorised to open and close accounts at its discretion in the future providing that the opening and closing of such accounts is necessary for them to manage the affairs of the Owners Corporation.

CARRIED

9. RULES

MOTION 8: *It was unanimously **resolved** that the default rules contained in the Act be adopted.*

CARRIED

10. ELECTRONIC MEETINGS

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

Attendance

- (a) A unit owner may attend and participate in a general meeting of the Owners Corporation by means of teleconference, video-conferencing, or other electronic means from a remote location ("**electronic attendance**"), provided the unit owner is able to:
 - i. communicate with other participants in the meeting; and
 - ii. participate in the meeting and engage with the other participants at the meeting.
- (b) Where a unit owner has participated in a meeting through electronic attendance, they are deemed to be present at the meeting for the purposes of calculating quorum for the meeting.
- (c) There is no limit to the number of unit owners who may participate in a meeting by electronic attendance. However, the Owners Corporation may require that unit owners provide notice of electronic attendance prior to the meeting to allow for practical arrangements to be made.

Participation

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

- ii. voting on resolutions at the meeting.

Pre-Meeting Electronic Voting

(a) Decision-making at general meetings of the Owners Corporation may be undertaken by electronic means prior to a general meeting (**pre-meeting electronic voting**). Pre-meeting electronic voting includes:

- i. voting by means of email submission of ballot papers;
- ii. voting by means of accessing a website and submitting an online ballot paper;
- iii. voting by means of utilising an electronic application and submitting a ballot paper; and
- iv. voting by alternative electronic method as agreed by the Owners Corporation.

(b) When providing notice of the meeting, the Owners Corporation must notify all unit owners that pre-meeting electronic voting is taking place and provide:

- i. a declaration form requiring the voter to state their name, capacity to vote, (if relevant to resolution) unit entitlement; and (if relevant) the name and capacity of the person who is giving a proxy vote;
- ii. the resolution to be voted on (including any explanatory material);
- iii. instructions for completing the ballot paper and indicating the voter's choice;
- iv. instructions for submitting the ballot paper (including an email address for return if applicable), and the final date and time for submission of the ballot paper;
- v. a statement as to whether the resolution may be amended by a further motion given at the meeting after the pre-meeting electronic voting takes place, and the effect of this on the pre-meeting electronic voting.

MOTION 9: *It was unanimously **resolved** that the Owners Corporation adopt the above provisions in regard to electronic meetings and voting.*

CARRIED

11. COMMON SEAL

MOTION 10: *It was unanimously **resolved** that in accordance with Section 9A (b) (ii) of the Act Vantage Strata is delegated the authority to sign and execute all notices, contracts and other documents on behalf of the Owners Corporation. Vantage Strata is further authorised*

to apply a digital common seal when executing documents, in the event that a seal is required.

CARRIED

12. UNIT TITLE CERTIFICATE AND UNIT TITLE RENTAL CERTIFICATE

MOTION 11: It was unanimously **resolved** that Vantage Strata is delegated the function of executing the Unit Title Certificates and the Unit Title Rental Certificates by signing on behalf of the Owners Corporation and that the charge for preparing the Certificates would be paid direct to Vantage Strata by the applicant.

CARRIED

13. COMMITTEE

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

MOTION 12: It was unanimously **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the second Annual General Meeting and appoint new contractors as needed, after following a competitive tender process.

CARRIED

14. MANAGING AGENT AUTHORITIES

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

MOTION 13: It was unanimously **resolved** that the Owners Corporation authorise the Manager to arrange and pay, from the Owners Corporation funds, such services as required up until the first annual general meeting has been conducted and an appointed Executive Committee has been established.

15. BUDGET

ADMINISTRATION BUDGET

MOTION 14: *It was unanimously **resolved** that the Administration Fund budget of \$625,540.03 (GST incl) for the period of 16/02/26 to 15/02/27 be adopted and that a contribution be determined to the Administration Fund equal to the sum of the budget, to be contributed by owners in accordance with their unit entitlements and payable by 2 instalments due on 16 February 2026 and 16 August 2026.*

CARRIED

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

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

16. SHORT TERM FUNDING

MOTION 15: *It was unanimously **resolved** that the Owners Corporation authorise Vantage Strata to secure short-term funding on behalf of the Owners Corporation, which is deemed to be necessary to ensure the ongoing successful operation of the Owners Corporation and that Vantage Strata be authorised to sign the applicable documentation to secure this funding.*

CARRIED

17. INTERIM WASTE MANAGEMENT

The Chairperson noted that until completion of the roadway servicing the buildings in this precinct a commercial waste collection will be in place. This service is being paid for by the Developer. Once the roadway is serviceable the Owners Corporation must assist the Developer where necessary to receive timely approval from TCCS for Territory collections to commence. Any undue delay not the fault of the Developer or TCCS may result in the Owners Corporation having to bear financial responsibility for waste collection.

18. ADDRESS

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

19. SPECIAL PRIVILEGE – DEVELOPER & AGENTS

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

- (a) To the Owner, to allow the Owner, the Developer, their agents and other authorised parties, to erect temporary signage during business hours on the paved or landscaped common property for the purpose of selling any remaining units; and*
- (b) To the Owner, to allow the Owner, the Developer, their builders and any subcontractors, consultants and agents for unrestricted access to the common property for the purpose of fulfilling any builders warranty obligations.*

The Owner must promptly repair any damage to the signage erected under (a) and promptly repair any areas of the common property that are damaged by its activities under (b).

CARRIED

MOTION 17: *It was further unanimously **resolved** that the Manager would include in the agenda for the next general meeting of the Owners Corporation a motion, for consideration by the members of the Owners Corporation, to grant the Owner the benefit of a special*

privilege rule in accordance with section 112A of the Act on similar terms to the special privilege granted to the Owner under Motion 16.

CARRIED

20. FIRST ANNUAL GENERAL MEETING

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

21. A/C MAINTENANCE

MOTION 18: It was unanimously **resolved** that all owners are responsible for the repair and maintenance of the air-conditioning system that services their unit, notwithstanding that part of the plant may be located on the Common Property, including the roof, and that unit owners must ensure individual air-conditioning units are maintained on a regular basis in accordance with manufacturer's specifications, so as to minimise noise disturbance to other residents.

CARRIED

22. TEMPERING VALVES/FLOW METERS TO RESIDENTIAL APARTMENTS

MOTION 19: It was unanimously **resolved** that the tempering valves/flow meters for each individual unit are for the exclusive use of the owners and their repair and maintenance falls under the responsibility of each individual owner of that unit.

CARRIED

23. BI-FOLD BALCONY SCREENS

MOTION 20: It was unanimously **resolved** that for those units that have bi-fold screens attached to their balcony, that these are for the exclusive use of that unit and their repair and maintenance falls under the responsibility of each individual owner of that unit.

CARRIED

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

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

MOTION 21: It was unanimously **resolved** that:

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

CARRIED

25. TELECOMMUNICATIONS SERVICES AND NETWORK

It is noted that Lynham Networks Pty Ltd ACN 602 258 337 t/a Lightning Broadband owns the telecommunications network and associated infrastructure in the building.

26. ELECTRIC VEHICLE CHARGING STATIONS

Administration Note: All provided EV charging stations (at the point of registration of the Units Plan) are connected to the metered electricity account for the Common Property, however these costs are reimbursed to the electricity account prior to issuing of the invoice and are configured as a “pay per use” cost by the owner/user.

Owners Corporation EV charging stations.

There are two (2) EV charging stations located on Common Property in visitor parking spots. These charging stations are also a “pay per use” configuration accessible by participating users via a downloadable App/card.

Individual Units EV charging stations.

Motion 22: It was unanimously **resolved** that all owners that have been provided with an EV charging station are responsible for the usage, repair and maintenance of the system that services their unit, notwithstanding that the plant may be located on the Common Property.

CARRIED

27.CLOSURE

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

MARKETING CONTRACT

Schedule 1 Default rules

(see s 7A)

1.1 Definitions—default rules

- (1) In these rules:

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

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

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples—permission not unreasonably withheld

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

Example—permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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

1.7 Use of common property

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

1.8 Hazardous use of unit

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

1.9 Use of unit—nuisance or annoyance

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

1.10 Noise

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

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

1.11 Illegal use of unit

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

1.12 What may an executive committee representative do?

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

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

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

MARKETING CONTRACT



Certificate of Occupancy and Use

Certificate No.: **B20234904C1**

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

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

This Certificate is issued in accordance with Section 69 (2) of the Building Act 2004.

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

Unit	Block	Section	Division (Suburb)	District	Jurisdiction
	50	6	DICKSON	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20234904/A
B20234904/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
7a	New	CAR PARK	Fit-out of the basement car park	A		B20234904N1	BLOC CONSTRUCTIONS (ACT) PTY LTD
2	New Medium Density	FLAT/UNIT/APARTMENT	Construction of 207 residential apartments	A		B20234904N1	BLOC CONSTRUCTIONS (ACT) PTY LTD

Comments

Important Note:

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

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

Issued by: Douglas Farr

Issued on: 02/01/2026

Delegate of the ACT Construction
Occupations Registrar.



Certificate of Rates, Land Tax, Land Rent and Other Charges

13 February 2026 - Your reference:

Property Details: Dickson, Section 6, Block 50

Property Address: 302 Northbourne Ave, Dickson
Current Lessee: ART PROJECTS NOMINEES PTY LTD
Account number: 3287073

PHONE UPDATES ARE PROVIDED FOR ONE MONTH FROM THE DATE OF CERTIFICATE

The following comments may impact amounts shown on this Certificate and affect settlement calculations. It is recommended that you contact the ACT Revenue Office for further information if you are unsure about the information on this Certificate.

- No Pension Rebate on account
- No Direct Debit Authority on account
- Excludes payments made after 11/02/2026

Rates (includes Police, Fire & Emergency Services Levy & Safer Families Levy)

Rates for current year 12/12/2025 to 30/06/2026	\$49,045.13
Rebate/Remission for 12/12/2025 to 30/06/2026	\$0.00
Balance of current year rates	\$0.00
Rates Arrears prior to 12/12/2025	\$0.00
Rates Interest to 15/01/2026	\$0.00
Deferred Rates	\$0.00
Deferred Rates Interest to 15/01/2026	\$0.00
Rates Total Outstanding Balance	\$0.00

Land Tax

Land Tax for 12/12/2025 to 31/03/2026	\$0.00
Balance of current year land tax	\$0.00
Land Tax Arrears prior to 12/12/2025	\$0.00
Land Tax Interest to 15/01/2026	\$0.00
Land Tax Total Outstanding Balance	\$0.00

City Centre Marketing and Improvements Levy (CCMIL)

CCMIL for 12/12/2025 to 30/06/2026	\$0.00
Balance of current year CCMIL	\$0.00
CCMIL Arrears prior to 12/12/2025	\$0.00
CCMIL Interest to 15/01/2026	\$0.00
CCMIL Total Outstanding Balance	\$0.00

Land Rent

Land Rent for 12/12/2025 to 30/06/2026	\$0.00
Balance of current year land rent	\$0.00
Land Rent Arrears prior to 12/12/2025	\$0.00
Land Rent Interest to 15/01/2026	\$0.00
Land Rent Total Outstanding Balance	\$0.00

Deferred Duty or Outstanding Conveyance Duty

Deferred Duty or Conveyance Duty Balance	\$0.00
Deferred Duty or Conveyance Duty Interest to	\$0.00
Other Amounts	\$0.00
Deferred Duty or Conveyance Duty Total Outstanding Balance	\$0.00

Deferred Lease Variation

Deferred LVC Balance	\$0.00
Deferred LVC Interest to	\$0.00
Other Amounts	\$0.00
Deferred LVC Total Outstanding Balance	\$0.00

Total Amount Outstanding	\$0.00
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Remittance Advice

Property Details: Dickson Section 6 Block 50
Property address: 302 Northbourne Ave, Dickson

To ensure settlement payments are allocated correctly:

- each charge is to be paid using the distinct BPay or EFT payment details listed in the table.
- this advice slip must be attached to cheques with the payment amount for each charge.

Payment Options

Charge	 Biller code: 24398 Customer Ref No:	 BSB: 037-844 Account Number/s:	Amount Owing	Amount to Pay at Settlement
Rates			\$0.00	\$
Land Tax			\$0.00	\$
CCMIL			\$0.00	\$
Land Rent			\$0.00	\$
Duty			\$0.00	\$
Deferred Lease Variation Charge			\$0.00	\$
Payment total:			\$0.00	

Reference number: **LLB73P**

SELLER VERIFICATION DECLARATION

SELLERS: ART PROJECTS NOMINEES PTY LTD

PROPERTIES: DICK S6 B50 UNIT NUMBERS:1-207

SUBMITTED ON: Tue Feb 17 16:02:32 AEDT 2026

REFERENCE CODE: LLB73P

Please see the attached PDF for a copy of your form submission.

If you require any further information please call the land titles office on 02 6207 0491.

Contact Us

Phone: 02 6207 0491

Email: actlis@act.gov.au

This is an automated email from ACTLIS. Please do not respond to this email.



ART PROJECTS NOMINEES PTY LTD
MAXIM CHARTERED ACCOUNTS
LEVEL 2 59 WENTWORTH AVENUE
KINGSTON ACT 2604

Our reference: 7167399118357

Phone: **13 28 66**

18 February 2026

Your foreign resident capital gains withholding clearance certificate

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

Hello,

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

Notice number	2411183993732
Vendor name	ART PROJECTS NOMINEES PTY LTD
Clearance Certificate Period	16 February 2026 to 17 February 2027

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

Yours faithfully,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

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

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

If a home was built before 1990

it may contain dangerous asbestos material

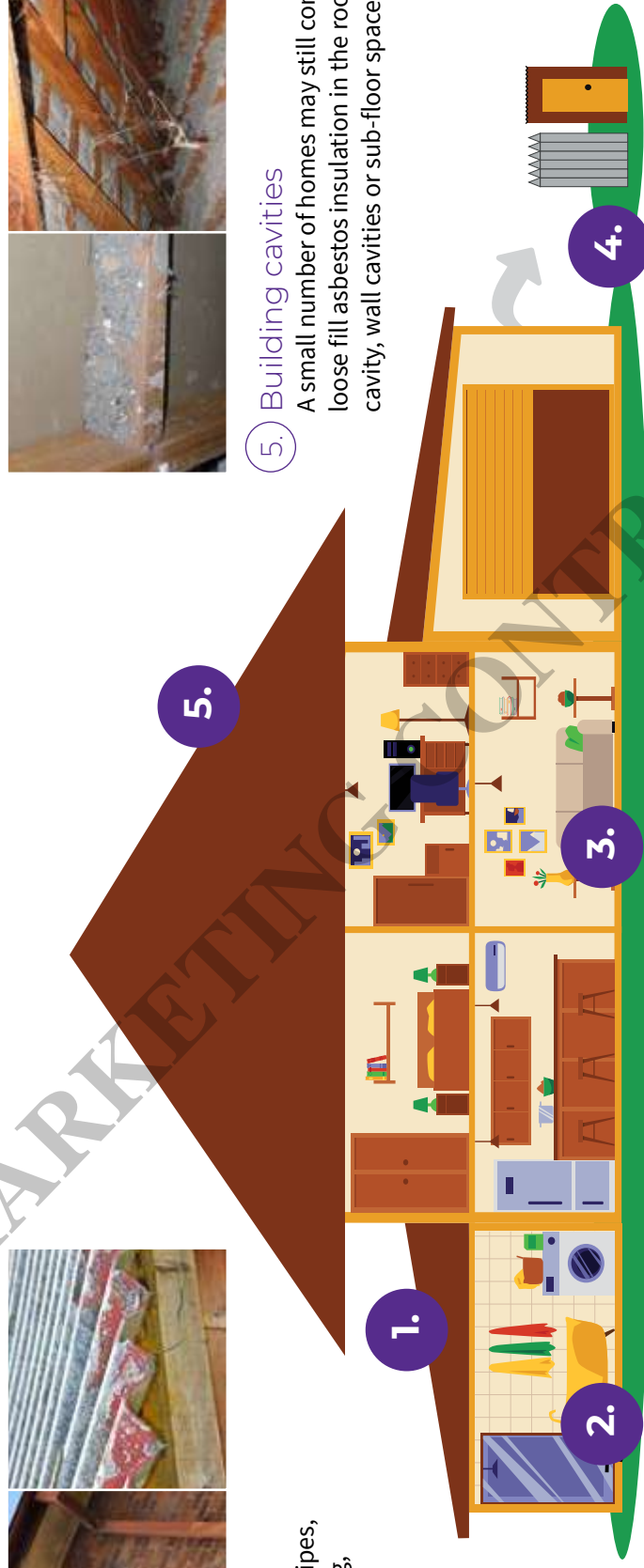
Identify where asbestos materials might be. Five common places are:



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



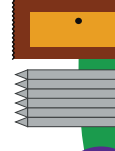
2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



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



4.

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:



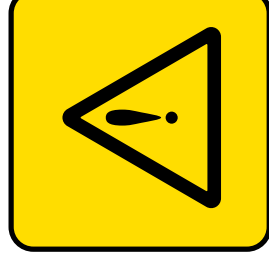
Broken or in poor
condition



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.



Energy Efficiency Rating Certificate for a single dwelling*

*Civil Law (Sale of Residential Property) Act 2003 pt3 and
Civil Law (Sale of Residential Property) Energy Efficiency Rating
Guidelines Determination 2009 (No 2)*



Energy Efficiency Rating determined using a thermal calculation method in accordance with Building Code of Australia
Housing Provisions Verification V2.6.2.1

*Classification of single dwellings in accordance with Building Code of Australia Part 1.3

Property Information

Unit C610 Block 46 Section 6
Street Address Dickson
Property Owner Art Project Nominees Pty Ltd
Owner's Address

Energy Rating Assessor

Name Sulaiman Akbari [COLA Lic No. 2011217] Company Arc Essentials
Address 3 Lamilami Place, Bonner
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.4

Star Rating	Floor Area (m ²)		Loads (area adjusted MJ/m ² /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
5.6	130.9	14.3	173.8	11.7	185.5

Rating Elements

NOTES – 1) All features and specifications must be described where included in the rating eg bulk insulation, plasterboard lined partition walls. Features not included in the premises and/or rating should be marked N/A.
2) Documents from which details of elements have been sourced, eg development approval, specifications, plan; their numbers and dates are to be included below. Where a detail is assumed this must be indicated.

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete	None	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Concrete/Plasterboard	Unit Above & R 4.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Suspended Concrete Slab	Unit Below				
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	None				
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Concrete/Lined - Cladding/Lined Party Wall System	R 2.0 + Foil	Medium			
Party Wall System	Fire/Sound Rated	Between Units			
Party Wall System	R 2.0 [Fire/Sound]	Unit to Service Spaces			
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value ⁺	SHGC ⁺	Area (m ²)	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Double Glaze [To meet Acoustic]	Imp. Aluminium	4.3	0.58	40.8	
Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)					
Window & Floor Coverings as per inclusions list					
External Shading (eg pergolas, verandas, louvres, awnings etc)					
Shading Devices as per Plans					
Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration					
Orientation (from nominal north)	Terrain category		Climate 24		
Ventilated skylights	Seals to windows and doors		Yes		
Exhaust fans without dampers	Vented downlights		Sealed Lighting		

*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.

21-02-2022

SUAKBARI

ASSESSOR