
Standard Conditions for Conduct of Public Auctions of Residential Property

- 1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.
- 2 Each person bidding must be entered on the bidders record.
- 3 The auctioneer may refuse any bid.
- 4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 5 The auctioneer may withdraw the property from sale at any time.
- 6 The auctioneer may refer a bid to the seller at any time before the end of the auction.
- 7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 10 The highest recorded bidder will be the buyer, subject to any reserve price.
- 11 If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property. Standard conditions for conduct of public auctions of residential property Schedule 1
- 12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer

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

Schedule

Land	The unexpired term of the Lease	Unit 10	UP No. 16840	Block 40	Section 62	Division/District Turner
	and known as Unit 10, 'Zarah', 60-62 Macleay Street, Turner ACT					
Seller	Full name	Azimut No 6 Pty Ltd				
	ACN/ABN	650 153 478				
	Address	Level 1, 39 Vulcan Street Moruya NSW 2537				
Seller Solicitor	Firm	Lexmerca Lawyers	Ref	John Chamberlain, 59071		
	Email	john.chamberlain@lexmerca.com.au				
	Phone	+61 (2) 6181 2902	Fax	+61 (2) 6181 2911		
	DX/Address	86 Northbourne Avenue, Braddon ACT 2612				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Ref	Matt Shipard				
	Phone	+61 (2) 6182 1802	Fax			
	DX/Address	Level 1, 4 Campion Street Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease		<input type="checkbox"/> Land Rent Lease		
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession		<input type="checkbox"/> Subject to tenancy		
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings and light fittings as inspected				
Date for Registration of Units Plan						
Date for Completion On or before 30 days from the Date of this Contract						
Electronic Transaction? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, using Nominated ELN:						
Land Tax to be adjusted? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?			<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	
	Potential residential land?			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?			<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?			<input type="checkbox"/> No	<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?			<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	
An agent may only complete the details in this black box and exchange this contract. See page 3 for more information.						
Buyer	Full name					
	ACN/ABN					
	Address					
Buyer Solicitor	Firm		Ref			
	Email					
	Phone		Fax			
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)		
	Balance	\$				
Date of this Contract						
Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants		<input type="checkbox"/> Tenants in common in the following shares:		
Read This Before Signing Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.						
Seller signature				Buyer signature		
Seller witness name and signature				Buyer witness name and signature		

Seller Disclosure Documents

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

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

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions List
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	% per annum
Interest rate if the defaulting party is the Buyer	% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660 (incl GST)

Tenancy Summary

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

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

Name	Phone
Address	

1. Deposit Bond

1.1 Application of Special Condition 1

This Special Condition 1 applies if the Seller has approved the use by the Buyer of a Deposit Bond.

1.2 Amendments to Printed Terms for Special Condition 1

The Printed Terms apply to this Special Condition 1, however are amended as follows:

- (a) clauses 2.1 to 2.4 (inclusive) are deleted.

1.3 Delivery of Deposit Bond

The delivery of the Deposit Bond, upon or before the making of this Contract, to the Seller, to the extent of the amount guaranteed under the Deposit Bond, comprises payment of the Deposit in accordance with this Contract.

1.4 Payment to Seller

The Buyer must pay to the Seller, in addition to all other monies payable under this Contract (however it is noted that the payment will comprise part payment of the Deposit), the amount guaranteed under the Deposit Bond by unendorsed bank cheque, on the earlier of:

- (a) Completion;
- (b) termination of this Contract by the Seller for Buyer default;
- (c) within 24 hours of the Seller serving on the Buyer a notice in writing claiming the Buyer forfeits the Deposit; and
- (d) any other date that the Deposit is due to be paid, is payable, or is forfeited to, the Seller.

1.5 Replacement of Deposit Bond

In the event that Completion has not occurred and the Deposit Bond has an expiration date that is less than 30 days, the Buyer must either:

- (a) replace the Deposit Bond with another deposit bond in a form approved in writing by the Seller before expiration of the Deposit Bond; or
- (b) pay the amount guaranteed under the Deposit Bond by unendorsed bank cheque before expiration of the Deposit Bond.

1.6 Payment to Stakeholder

- (a) In the event that:
 - (i) the Buyer fails to comply with its obligations under Special Condition 1.5;
 - (ii) in the Seller's opinion, the provider of, or insurer under, the Deposit Bond, is unable to pay the amount referred to in the Bond; or
 - (iii) the provider of, or insurer under, the Deposit Bond is placed under external administration or is insolvent;

then the Buyer must, within 24 hours of the above event occurring, pay the Deposit (or so much of it as has not already been paid by unendorsed bank cheque) to the Stakeholder, by unendorsed bank cheque.

1.7 Call Upon Deposit Bond

- (a) If the Buyer fails to comply with its obligations under Special Condition 1.4, 1.5 or 1.6, then the Seller is entitled to:
 - (i) immediately terminate this Contract by notice in writing (if not terminated already); and/or
 - (ii) call upon the provider of, or insurer under, the Deposit Bond for payment to the Seller of the amount guaranteed under the Deposit Bond; and/or
 - (iii) claim the Deposit from the Buyer.
- (b) It is agreed and acknowledged that the Seller is not required to call upon the provider of, or insurer under, the Deposit Bond for payment of the Deposit in the first instance, or before claiming the Deposit from the Buyer.
- (c) Any payment by the provider of, or insurer under, the Deposit Bond, to the Seller, shall comprise (to the extent of the payment made by the provider or insurer) payment of the Deposit.

1.8 Timing of the Essence

Timing is of the essence for the purposes of this Special Condition 1.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Turner Section 62 Block 40 on Deposited Plan 16567 with 11 units on Unit Plan 16840

Unit 10 (Class A) entitlement 82 of 1000, 4 subsidiaries

Lease commenced on 27/02/2026, terminating on 05/11/2124

Proprietor

AZIMUT NO 6 PTY LTD

39 VULCAN STREET, MORUYA NSW 2536

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

Registered Date	Dealing Number	Description
11/07/2024	3322424	Mortgage to Perpetual Corporate Trust Limited (ACN: 000 341 533)
11/07/2024	3322425	Mortgage to Sofia (ACT) Pty Limited (ACN: 151 041 262) and Motivating Excellence Pty Ltd (ACN: 105 815 683) as Tenants in Common in Equal Shares
11/07/2024	3322428	Mortgage to Perpetual Corporate Trust Limited (ACN: 000 341 533)
11/07/2024	3322429	Mortgage to Sofia (ACT) Pty Limited (ACN: 151 041 262) and Motivating Excellence Pty Ltd (ACN: 105 815 683) as Tenants in Common in Equal Shares
27/02/2026	3439834	Caveat by Bridging Group Pty Ltd (ACN: 663 906 367)
27/02/2026	3439836	Caveat by Bridging Group Pty Ltd (ACN: 663 906 367)

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
202341755	Development Application	09/06/2023	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	01/02/2024

Description

AMENDMENT TO DA202341755 - S144B PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION. Amendment to update planter, accessible path of travel, bike parking, highlight window, skylight notation to upper-level, privacy screening to unit 1 and unit 6, screen/trellis and planting to southern boundary, opaque glazing provision for over-looking prevention, waste drawing updates, wayfinding signage update, permeable surface update, additional tree, façade articulation updated, PPOS of adjacent sites noted, neighbour living room extension included, solar diagrams updated, rear zone and site coverage clarified, planting bed opening/cut to driveway, sight distances, minimum sight lines and for pedestrian safety.

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Turner Section 62 Block 40 on Deposited Plan 16567 with 11 units on Unit Plan 16840

Lease commenced on 27/02/2026, terminating on 05/11/2124

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 16,840

Whittles 60 Macleay Street Turner ACT 2612

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

End of interests

ADMINISTRATIVE INTERESTS

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SITE PLAN

LAND DETAILS

Block	40
Section	62
Division	TURNER
Deposited Plan Number	16567
Volume/Folio	3025:711
Class of Units (A or B)	A

AZIMUT NO 6 PTY LTD - A.C.N 650 153 478



Sole Director/Secretary
Signature of Lessee

Sharon Harmer

Sharon Harmer
16-02-2026

Delegate of the
ACT Planning and Land Authority

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

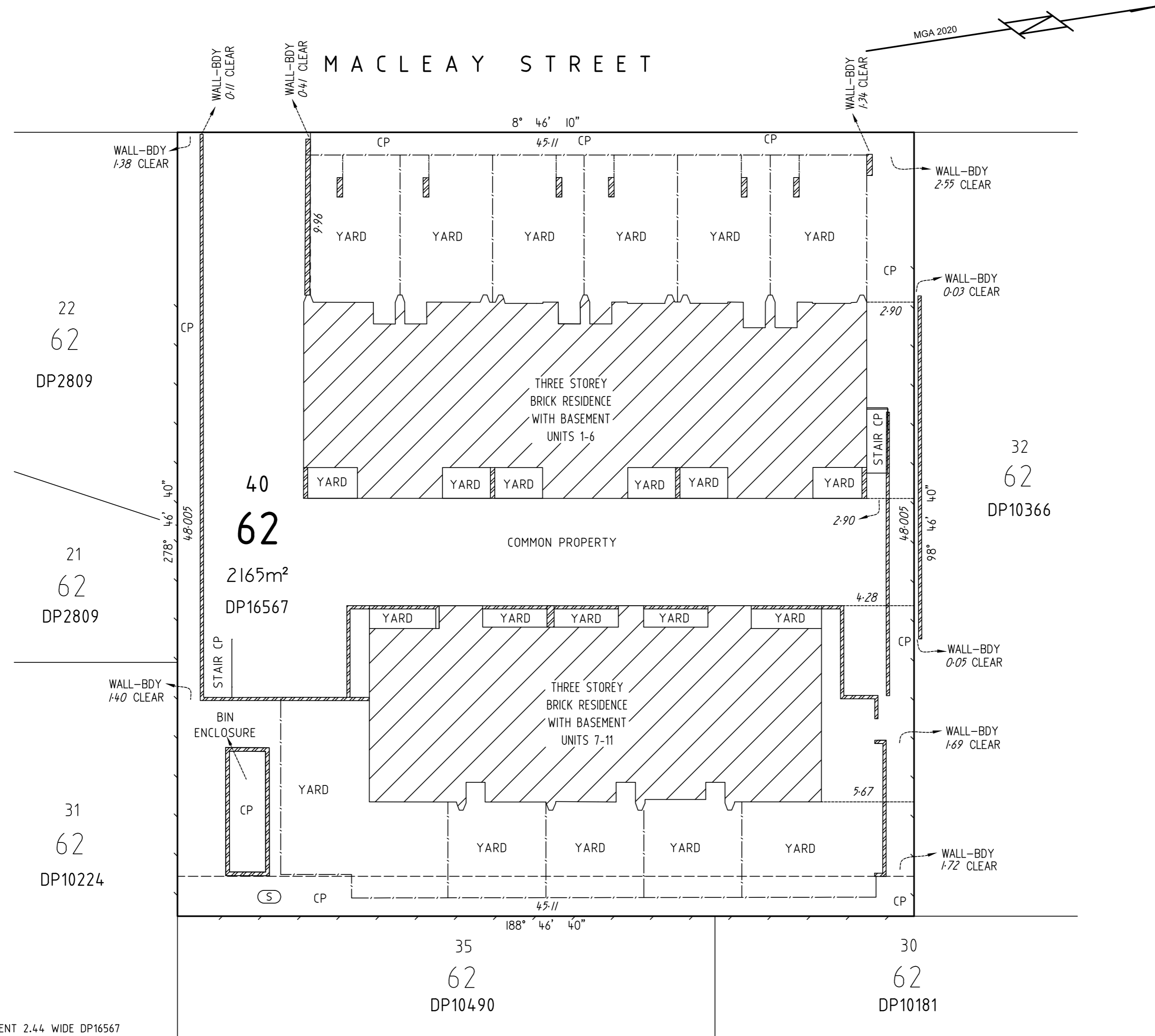


Leanne Taunton
Deputy Registrar-General

27/02/2026

UNITS PLAN No.

16840



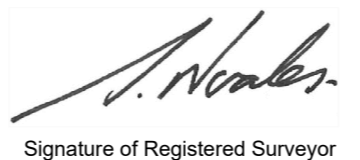
ALL FENCES ARE METAL
ALL WALLS ARE BRICK

(S) PROPOSED SEWERAGE SERVICE EASEMENT 2.44 WIDE DP16567

SURVEYORS DECLARATION

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

- The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 21/10/2025
- 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*.



Signature of Registered Surveyor

28/10/2025

Dated

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

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

OR

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

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

60 MACLEAY STREET, TURNER

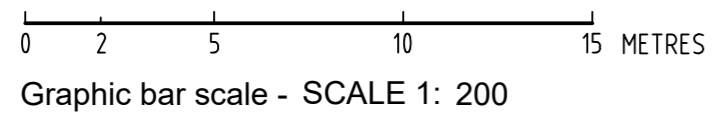
Address for Service of Notice

WHITTLES

Name of Manager / Owners Corporation

Form 1

Form 088 - SP



Graphic bar scale - SCALE 1: 200

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

FLOOR PLAN

Block
40

Section
62

Division
TURNER

FLOOR NUMBER
LEGEND / INDEX

CP DENOTES COMMON PROPERTY

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

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

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

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

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

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

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

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

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

BUILDING	UNIT IDENTIFIER				SUBSIDIARIES				SUBSIDIARY TOTAL
	UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD		BALCONY		
					SUB No.	SHEET No.	SUB No.	SHEET No.	
60 MACLEAY STREET	1	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	1	1,2	5	3,4	6,7	4
	2	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	2	1,2	5	3	6	3
	3	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	3	1,2	5	3	6	3
	4	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	4	1,2	5	3	6	3
	5	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	5	1,2	5	3	6	3
	6	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	6	1,2	5	3,4	6,7	4
	7	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	7	1	5	2,3,4	6,7	4
	8	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	8	1,2	5	3,4	6	4
	9	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	9	1,2	5	3,4	6	4
	10	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	10	1,2	5	3,4	6	4
	11	4,5,6,7	BASEMENT, GROUND,FIRST, SECOND	11	1	5	2,3,4	6,7	4

CLASS A UNITS AND UNIT SUBSIDIARIES

UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.

16840

FLOOR PLAN

Block

40

Section

62

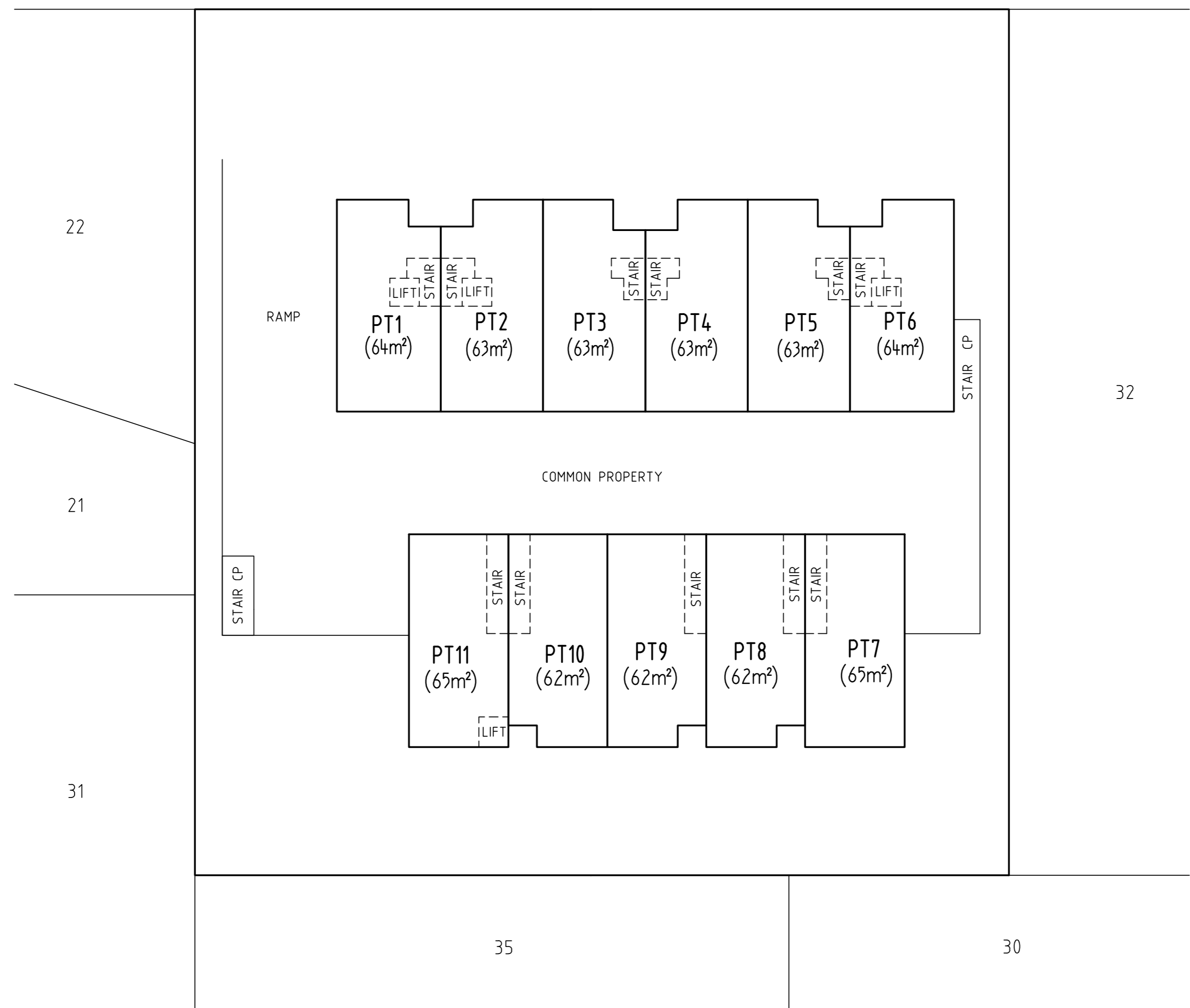
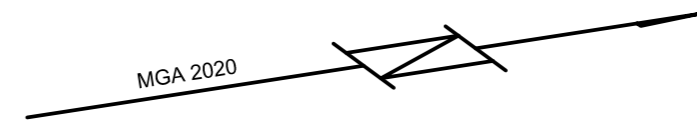
Division

TURNER

FLOOR NUMBER

BASEMENT

MACLEAY STREET



22

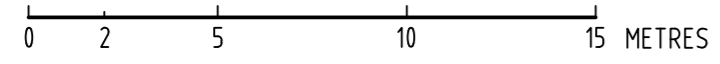
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Graphic bar scale - SCALE 1: 200

FLOOR PLAN

Block

40

Section

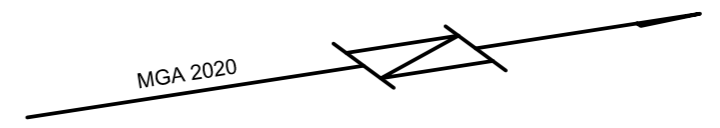
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Division

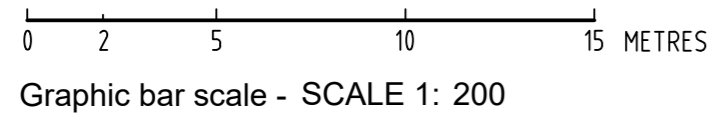
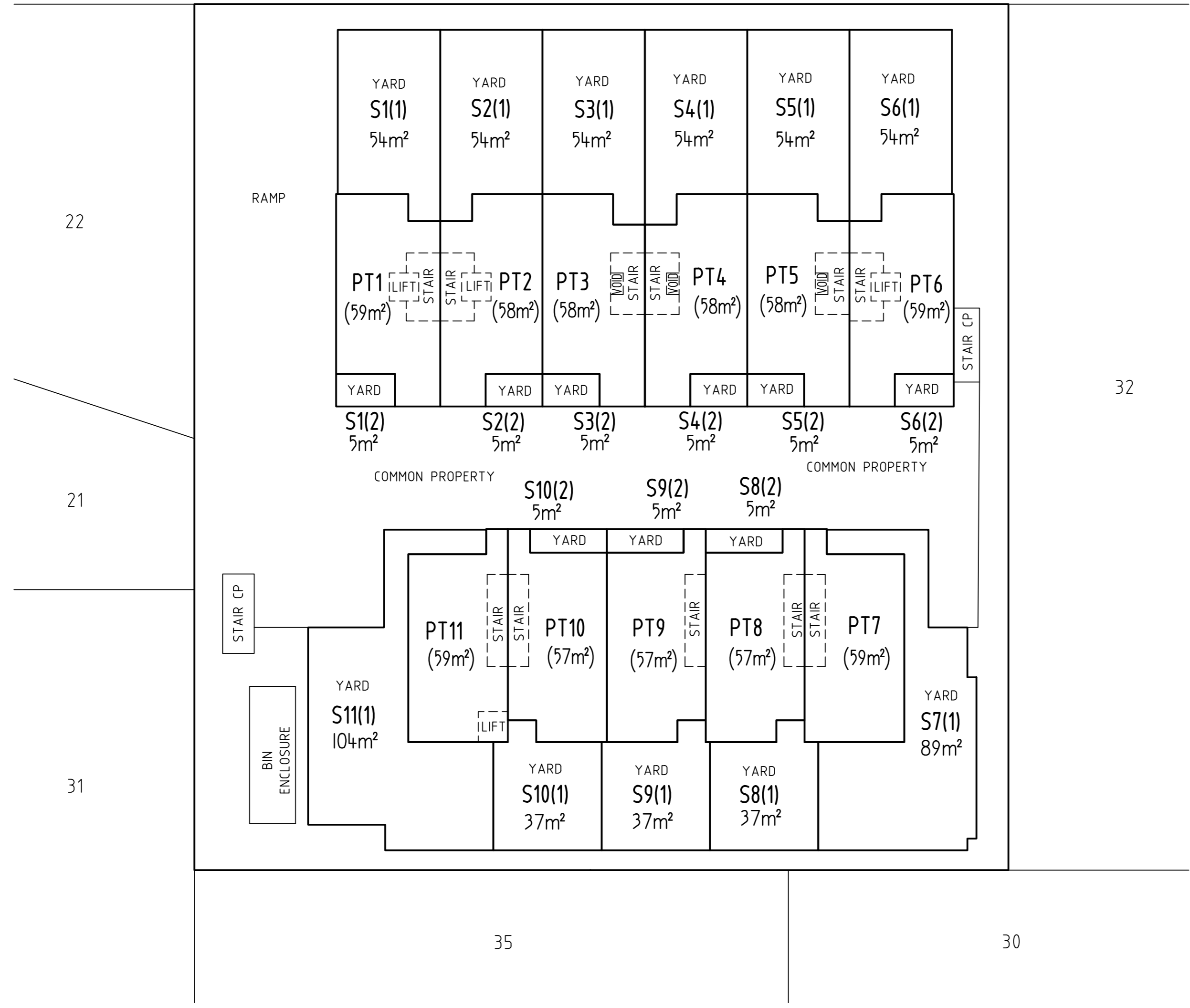
TURNER

FLOOR NUMBER

GROUND



M A C L E A Y S T R E E T



Form 3
Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 2 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.
16840

FLOOR PLAN

Block

40

Section

62

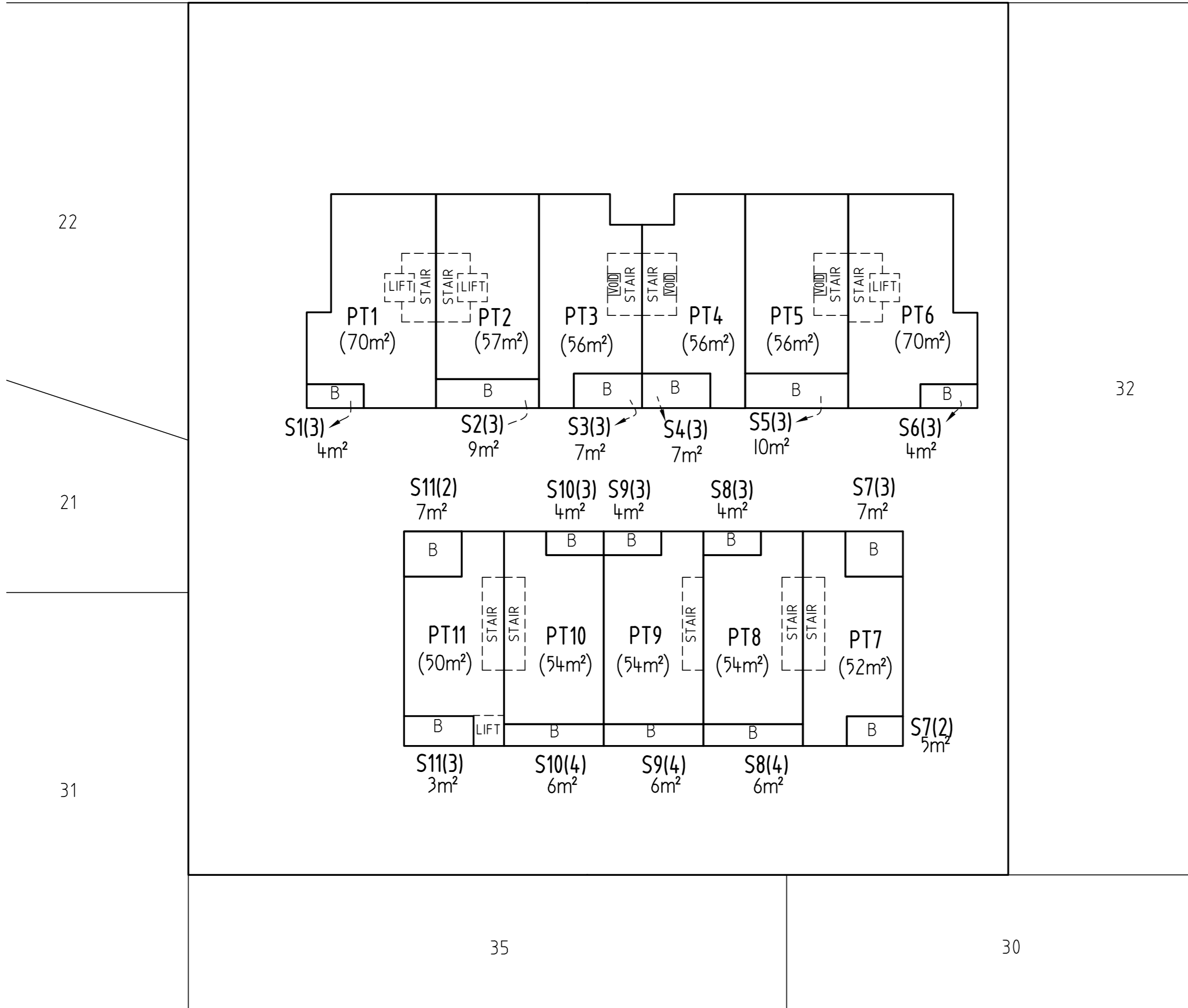
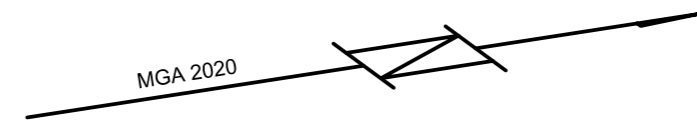
Division

TURNER

FLOOR NUMBER

FIRST

MACLEAY STREET



Graphic bar scale - SCALE 1: 200

Form 3

Form 091 - FP

CLASS A UNITS AND UNIT SUBSIDIARIES
SEE SHEET 2 FOR LEGEND
UNIT AREAS ARE APPROXIMATE

UNITS PLAN No.

16840

FLOOR PLAN

Block

40

Section

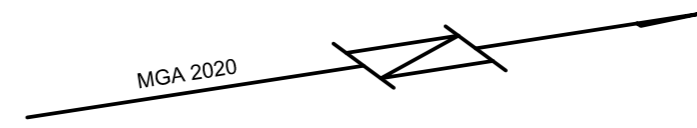
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Division

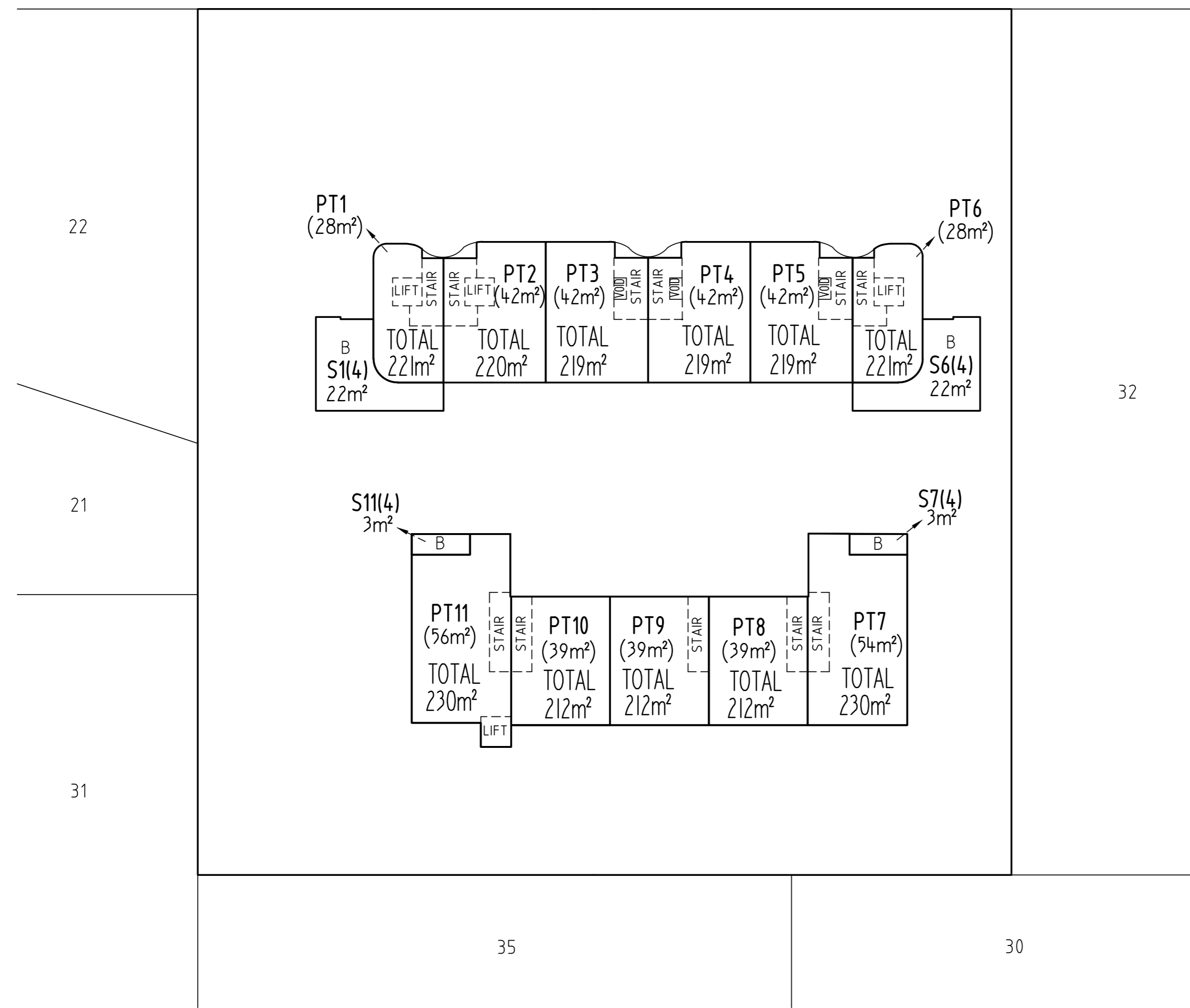
TURNER

FLOOR NUMBER

SECOND



MACLEAY STREET



22

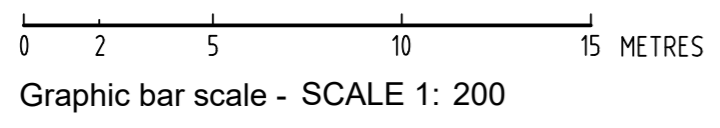
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FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16840

Block 40 Section 62 Division of TURNER

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 fifth day of November 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. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Reservation") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably 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 Lessee 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. Each Lessee of each of the Units Nos. 1 – 11 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 as a single dwelling only;

- (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 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;
- (j) 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;
- (k) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

5. 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.

6. 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) “dual occupancy housing” means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (d) “dwelling” has the same meaning as in the Planning (General) Regulations 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) “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);
- (i) “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;
- (j) “unit subsidiaries” has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;

- (m) 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.....sixteenth..... day of.....February..... 2026

Sharon Harmer

Sharon Harmer

a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: AZIMUT NO 6 PTY LTD - A.C.N. 650 153 478



Sole Director/Secretary

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 16840

Block 40 Section 62 Division of TURNER

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 fifth day of November 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:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Reservation") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Reservation; and
 - (ii) do anything reasonably 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. 16840 (“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 3(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) 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.

6. 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. 16840 ’;
- (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’t);
- (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.....sixteenth..... day of.....February..... 2026

Sharon Harmer

Sharon Harmer

a delegate of the Territory Planning
Authority in exercising its functions

LESSEE: AZIMUT NO 6 PTY LTD - A.C.N. 650 153 478



Sole Director/Secretary



MACLEAY STREET



DEPOSITED PLAN
16567/1

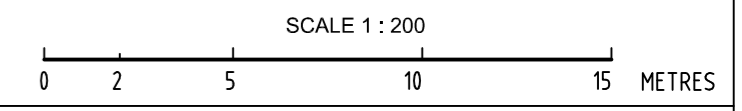
TITLE INFORMATION

AMENDS DP297

X PLAN X22915

PLAN OF
BLOCK 40 SECTION 62
BEING A CONSOLIDATION OF
BLOCKS 23 & 24

DIVISION : TURNER
DISTRICT : CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY



I, DAVID AMBROSE STONE of VERIS Australia Pty Ltd a surveyor registered under the Surveyors Act 2007 hereby certify that the survey represented on this plan is accurate and has been made in accordance with the Surveyors Practice Directions and was completed on 30/05/2024

26/08/2024

Surveyors Ref: 22023-101

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

11/9/2024

Surveyor-General of the ACT

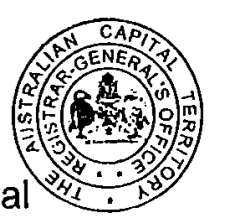
Date

LEGEND AND NOTES

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

(S) PROPOSED SEWERAGE SERVICE EASEMENT 2.44 WIDE

Leanne Taunton
Deputy Registrar-General



04/04/2025 at 7:48am

SHEET 1 OF 2 SHEETS



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

02-JUN-2026 15:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 4

INFORMATION ABOUT THE PROPERTY

TURNER Section 62/Block 40/Unit 10

Building Class: A

Area(m2): 2,165.4

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.



**STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601**

02-JUN-2026 15:44

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

Page 2 of 4

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202341755 **Lodged** 09-JUN-23 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO DA202341755 - S144B PROPOSAL FOR MULTI UNIT DEVELOPMENT AND LEASE VARIATION. Amendment to update planter, accessible path of travel, bike parking, highlight window, skylight notation to upper-level, privacy screening to unit 1 and unit 6, screen/trellis and planting to southern boundary, opaque glazing provision for over-looking prevention, waste drawing updates, wayfinding signage update, permeable surface update, additional tree, façade articulation updated, PPOS of adjacent sites noted, neighbour living room extension included, solar diagrams updated, rear zone and site coverage clarified, planting bed opening/cut to driveway, sight distances, minimum sight lines and for pedestrian safety.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	62	23-23	
Canberra Central	Turner	62	24-24	
Canberra Central	Turner	62	40-40	

-- Involved Parties -----

Role	Name
Lessee	Fiona Jane Mcdonald
Lessee	Jennifer Elizabeth Coen
Lessee	Robert Denis Coen
Lessee	David Colin Mcdonald
Applicant	Purdon Planning Pty Ltd
Representor	Robens, David
Representor	Bowes, Matthew
Representor	Hertel, Marilyn

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



STATUTORY PLANNING
 DEVELOPMENT SOLUTIONS BRANCH
 480 Northbourne Avenue
 DICKSON ACT 2601

02-JUN-2026 15:44

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 4

Application DA200404266 **Lodged** 17-SEP-04 **Type** Single Dwelling

-- Application Details -----

Description

Single level additions to rear

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	62	23-23	
Canberra Central	Turner	62	40-40	

-- Involved Parties -----

Role	Name
Applicant	Allan Spira Architect

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved

Application DA955093 **Lodged** 11-DEC-95 **Type** Single Dwelling

-- Application Details -----

Description

ALTERATION

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	62	24-24	
Canberra Central	Turner	62	40-40	

-- Involved Parties -----

Role	Name
Applicant	Denoon

-- Activities -----

Activity Name	Status
Ba Single Hse (No Notif)	Approved



STATUTORY PLANNING
DEVELOPMENT SOLUTIONS BRANCH
480 Northbourne Avenue
DICKSON ACT 2601

02-JUN-2026 15:44

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

Page 4 of 4

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 ----

The logo for Whittles, featuring the word "Whittles" in a white, bold, sans-serif font on a dark blue rectangular background.

Better communities.
The Whittles way.

Unit 43, 2 King Street
Deakin ACT 2600

02 5131 2600
whittles.com.au

Whittles Canberra Pty Ltd
ABN 39 634 756 031

17/03/26

LEXMERCA
GROUND FLOOR, 86 NORTHBOURNE
BRADDON, ACT, 2612

Dear Sir/Madam

RE: Units Plan 16840
60 MACLEAY STREET, TURNER
Lot: 00010
OWNER: Azimut No 6 Pty Ltd ACN 650 153 478

Thank you for your instructions with reference to the above. Please find enclosed Certificate under Section 119 of the Unit Titles (Management) Act 2011 (UTMA) as requested.

Please note that we are unable to provide verbal updates once a certificate has been issued. Any requests for an update on fund balances and levies struck may incur additional costs if outside of the 4-month period specified in the UTMA.

We have attached a Section 115 Notice template to this Certificate. We ask that you please ensure this form is completed upon settlement and returned to our office with the correct address for service of documents for the new proprietor.

Yours faithfully

A handwritten signature in black ink, appearing to read "Matthew Lane", written over a horizontal line.

Matthew Lane
Strata Manager
Whittles Canberra

*Unit Titles (Management) Certificate Determination 2012***SECTION 119 CERTIFICATE***Unit Titles (Management) Act 2011*

Date of Certificate	11/03/2026
Units Plan in respect of which certificate issue:	0000016840
Unit in respect of which certificate issued:	Lot:00010
Person requesting certificate: (owner/mortgagee/ covenant chargee/authorised person)	Lexmerca GROUND FLOOR, 86 NORTHBOURNE, BRADDON
If authorised person, authorised by: (owner)	Azimut No 6 Pty Ltd ACN 650 153 478

The Owners Corporation of Units Plan 16840 certifies the following with respect to the unit the subject of this Certificate:

1. Executive Committee

The Executive Committee's name and addresses are: N/A

2. Managing Agent (if any)

Name of Managing Agent (if any) appointed:	Whittles
	PO Box 3208 Weston ACT 2611

3. Books and Records

The Owners Corporation's books, records and corporate register can be inspected at:	Unit 43, 2nd Floor, 2 King Street DEAKIN ACT 2600
---	---

4. Insurance

4.1 Copies attached for each current insurance policy (eg. Public Liability, Building, Workers Compensation)	Yes
4.2 Copy of Insurance Valuation attached	No

5. Reports & Contracts

5.1 Copy attached of current Sinking Fund Forecast	No
5.2 Current Service Contracts Whittles Canberra	Expiry 06/03/28
	Yes

6. Contributions

6a. Administrative fund - contributions payable by regular periodic instalments or lump sum (as determined under S78)

Total Annual Contributions	\$2,460.00	Number of instalments/year	1	Period	01/03/26 - 28/02/27
----------------------------	------------	----------------------------	---	--------	---------------------

Administration Fund	Amount	Due Date	Date Paid
01/03/26 to 28/02/27	\$2,460.00	15/03/26	-

Amount (if any) outstanding: \$2,460.00

Amount (if any) in credit: N/A

6b. Sinking Fund - contributions payable by periodic instalments or lump sum (as determined under S89)

Total Annual Contributions	\$123.00	Number of instalments/year	1	Period	01/03/26 - 28/02/27
----------------------------	----------	----------------------------	---	--------	---------------------

Sinking Fund	Amount	Due Date	Date Paid
01/03/26 to 28/02/27	\$123.00	15/03/26	-

Amount (if any) outstanding: \$123.00

Amount (if any) in credit: N/A

7. Balance of funds for the owners corporation

Administrative Fund	\$0.00
---------------------	--------

Sinking Fund	\$0.00
--------------	--------

Special Notes

Information to all Lots: - No information

This development is a Class A

Has the developer control period expired? No

Has the Corporation borrowed money (details if applicable) No

Has the Corporation installed any sustainability infrastructure? No

Has the Corporation applied to the Planning Land Authority for an extension of the Crown Lease? No

Expires N/A

The common seal of the Owners

Units Plan 16840

Was hereunto affixed on 11/03/2026

in the presence of Whittles Canberra

A handwritten signature in black ink, appearing to read 'Matthew Lane', with a long horizontal stroke extending to the right.

Matthew Lane
Strata Manager

PLEASE RETURN THIS SLIP IMMEDIATELY WHEN SETTLEMENT IS EFFECTED

TO: Whittles Canberra
PO Box 3208, Weston, ACT 2611
email to - info.canberra@whittles.com.au

SETTLEMENT DATE: ___/___/___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

First & Second Names

First & Second Names

Surname

Surname

(All names IN FULL and title required e.g.MS/MISS/MRS/MR)

TELEPHONE NUMBERS:

HOME: _____ WORK: _____

MOBILE: _____ EMAIL: _____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

Solicitor/Agent:

Lexmerca

GROUND FLOOR, 86 NORTHBOURNE, BRADDON

Units Plan 16840

60 MACLEAY STREET, TURNER

Lot: 00010

OWNER: Azimut No 6 Pty Ltd ACN 650 153 478

TAX INVOICE

11/03/2026

Whittles Canberra
ABN 39 634 756 031
PO Box 3208
WESTON ACT 2611

Lexmerca
GROUND FLOOR
86 NORTHBOURNE
BRADDON ACT 2612

DESCRIPTION:

Searching and completing document for provisions of Section 119 of the *Units Plan (Management) Act 2011*, Lot : 00010 at 60 MACLEAY STREET, TURNER

Units Plan 16840

FEE:	As prescribed	\$310.90	PAID
	Plus 10% GST	\$31.09	PAID
TOTAL:		\$342.00	PAID

OWNER: Azimut No 6 Pty Ltd ACN 650 153 478

EFT Payment:

Whittles Canberra
BSB - 185 300
A/C - 304517394

EFT Reference: Lot 10 Plan 16840

Email remittance to: info.canberra@whittles.com.au

With Compliments

**MINUTES OF THE INAUGURAL MEETING
OF THE PROPRIETORS OF UNITS PLAN 16840
60-62 MACLEAY STREET TURNER
BLOCK 40, SECTION 62, TURNER
HELD 06.03.26
VIA ELECTRONIC MEETING ROOM**

The meeting commenced at 12.30 pm

Present

J Garkut representing AZIMUT NO 6 PTY LTD Units 1-11

Matthew Lane – Whittles Canberra.

Chairperson

J Garkut chaired the meeting.

It was reported that Units Plan No 16840 BLOCK 40, SECTION 62, Dickson has been registered.

It was **resolved**.

1. That Whittles Canberra be appointed as Managing Agent for the complex (as per the attached Management Agreement) for a period of 2 years and is authorised to exercise its functions and powers pursuant to Section 50 of the Unit Titles (Management) Act 2011.
2. That the Corporation has the following Insurance cover:

Company:	CHU
Cover Buildings:	\$ 9 500 000
Public Liability:	\$ 20 000 00
Expiry:	03.02.27
Excess:	\$ 1000 (standard Excess)
3. That the Common Seal of the Corporation be as follows:
The Owners Units Plan No 16840



This is to be affixed by the Manager or in the presence of the Executive Committee members:
Carried.

4. **Expenditure Budget**

That the attached expenditure budget of \$ 33 998.66 be adopted for the period 27.2.26 – 31.1.27
Carried

5. **Administration Levies**

That levies of \$ 30 000.00 be contributed by members in accordance with their Unit Entitlement for the period 1.3.26 – 28.2.27 Levies to be paid yearly in advance.
Carried.

6. **Sinking Fund Levies**

That levies of \$ 1500.00 be contributed by members in accordance with their Unit Entitlement for the period 1.3.26 – 28.2.27 Levies to be paid yearly in advance.
Carried.

Levy due date is the 15.3.26

7. **Bank Account**

That the Corporation to open a Bank Account styled “The Owners – Units Plan No. 16840.
Carried.

8. **Executive Committee**

That all owners form the Executive Committee of the Corporation until the First Annual General Meeting of members.
Carried.

9. **Maintenance Schedule.**

The Manager is authorised to obtain a Maintenance schedule plan report for Units plan 16840
Carried.

10. **Insurance Valuation.**

The Manager is authorised to obtain an Insurance Valuation report for Units plan 16840
Carried.

11. **Sinking Fund Forecast Report**

The Manager is authorised to obtain an Sinking Fund Forecast report for Units plan 16840
Carried.

12. **Insurance funding**

The owners corporation for Units plan 16840 enter into a financial agreement with Iqumulate, the Owners Corporation is to repay the developer any costs associated with the purchase of the insurance
Carried.

13. **Mailing Address**

The duplicate copy of the Units Plan, the Common Seal and other records to the corporation to be retained by:

Whittles Canberra.
PO Box 3208
WESTON ACT 2611

Carried.

There being no further business the meeting closed at 1.30 PM

BUDGET

THE OWNERS UNIT PLAN NO 16840
60 MACLEAY STREET, TURNER

Year ending January 2027

ADMINISTRATIVE FUND

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
INCOME					
Contributions	15,000.00	0.00	15,000.00	0.00	\$30,000.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	15,000.00	0.00	15,000.00	0.00	\$30,000.00
EXPENDITURE					
Cleaning	625.00	625.00	625.00	625.00	\$2,500.00
Common property	275.00	275.00	275.00	275.00	\$1,100.00
Common seal	15.00	15.00	15.00	15.00	\$60.00
Electrical	100.00	100.00	100.00	100.00	\$400.00
Fire systems	500.00	500.00	500.00	500.00	\$2,000.00
Garage	250.00	250.00	250.00	250.00	\$1,000.00
Grounds	625.00	625.00	625.00	625.00	\$2,500.00
Insurance	3,934.67	3,934.67	3,934.67	3,934.67	\$15,738.68
Management - Additional services fee	137.50	137.50	137.50	137.50	\$550.00
Management - Agreed Services	1,100.00	1,100.00	1,100.00	1,100.00	\$4,400.00
Plumbing	125.00	125.00	125.00	125.00	\$500.00
Reports	0.00	0.00	0.00	0.00	\$0.00
Security - Intercom	125.00	125.00	125.00	125.00	\$500.00
Utilities - Electricity	687.50	687.50	687.50	687.50	\$2,750.00
Total	8,499.67	8,499.67	8,499.67	8,499.67	\$33,998.68

SINKING FUND

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
INCOME					
Contributions	375.00	375.00	375.00	375.00	\$1,500.00
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
Total	375.00	375.00	375.00	375.00	\$1,500.00

CASH FLOW SUMMARY

	Feb-Apr 26	May-Jul 26	Aug-Oct 26	Nov-Jan 27	Annual Total
<u>ADMINISTRATIVE FUND</u>					
Opening Balance	0.00	6,500.33	-1,999.34	4,500.99	\$0.00
Add: Contributions	15,000.00	0.00	15,000.00	0.00	\$30,000.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	8,499.67	8,499.67	8,499.67	8,499.67	\$33,998.68
CLOSING BALANCE	6,500.33	-1,999.34	4,500.99	-3,998.68	\$-3,998.68
 <u>SINKING FUND</u>					
Opening Balance	0.00	375.00	750.00	1,125.00	\$0.00
Add: Contributions	375.00	375.00	375.00	375.00	\$1,500.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	375.00	750.00	1,125.00	1,500.00	\$1,500.00

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 1000
 Number of Lots 11

	— Effective from 27/02/26 —		— Effective from 27/02/26 —	
Lot Number	UE	ADMIN Fund	UE	SINKING Fund
1	101	\$3,030	101	\$152
2	88	\$2,640	88	\$132
3	88	\$2,640	88	\$132
4	88	\$2,640	88	\$132
5	88	\$2,640	88	\$132
6	101	\$3,030	101	\$152
7	101	\$3,030	101	\$152
8	86	\$2,580	86	\$129
9	83	\$2,490	83	\$125
10	82	\$2,460	82	\$123
11	94	\$2,820	94	\$141
 YEARLY TOTAL		\$30,000.00		\$1,502.00



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	HU0006163371
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	03/02/2026 to 03/02/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16840
Situation	60 MACLEAY STREET TURNER ACT 2612

Sections

Section 1 – Insured Property

Building: \$9,500,000
Common Area Contents: \$95,000
Loss of Rent & Temporary Accommodation (total payable): \$1,425,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$1,425,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$213,750
Escalation in Cost of Temporary Accommodation: \$71,250
Cost of Removal, Storage and Evacuation: \$71,250
Machinery Breakdown: Not Selected
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

27/02/2026

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.

COVERAGE SUMMARY

Units Plan 16840
 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

THE OWNERS - UNITS PLAN NO. 16840

SITUATION:

60 Macleay Street, Turner ACT 2612

INTEREST INSURED:

Building Sum Insured	\$	9,500,000
Common Contents Sum Insured	\$	95,000
Loss of Rent/Temporary Accommodation	\$	1,425,000
Catastrophe/Emergency Cover		15%
Flood		Insured
Storm Surge		Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	20,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	3,000
Capital Benefit	\$	300,000
Fidelity	\$	250,000
Office Bearers Liability	\$	5,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	25,000
Appeal expenses - common property health and safety breaches	\$	100,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	250,000
Floating floors		Insured
Loss of Market Value		Not Insured
EXCESS:		
Standard Excess	\$	1,000
Flood Excess	\$	1,000
Storm Surge Excess		Not Applicable

COVERAGE SUMMARY

Units Plan 16840
Residential Strata/Community Corporation

Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	1,000
Appeal Expenses Excess	\$	1,000
Legal Defence Expenses Excess	\$	1,000

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

New Strata / Developer's Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

If formal registration of Your Body Corporate has not occurred at the inception date of this policy, this policy extends to cover the interests of named developer as an owner of the Insured Property shown in the Schedule. Upon registration, the interests of the named developer will only apply under this Policy in accordance with the definition as a Lot/Unit Owner of the Body Corporate.

If the formal registration of the Your Body Corporate does not occur prior to the expiry date of the Period of Insurance stated in the Schedule, renewal of this Policy is not invited and the Policy will lapse from that expiry date.

The following terms and conditions apply:-

- Limitation or suspension to cover - cover for the following policies is amended until such time as formal registration of the Your Body Corporate occurs:

o Policy 1 - Insured Property - Special Benefit 1 a Temporary accommodation cover is suspended;

o Policy 2 Liability to Others cover does not extend to include liability of the developer as occupier or for builders liability;

- General Definition of Insured Property a. Building and b. Common Area Contents is amended to mean the Insured Property for which the named developer has a legal responsibility to insure that will ultimately become the legal responsibility of the Owners Corporation / Body Corporate upon formal registration.

- General Definition of You, Your and Yours is amended to include the interests of the named developer as the Insured of the Insured Property at the Situation shown in the Schedule.

- Exclusions applying to Policy 1 Insured Property

We will not pay for any claim arising directly or indirectly from:

- unfinished building work;
- contractors building materials, machinery, plant and equipment;
- contractors sheds and structure relating to building operations;
- any failure, defect, error or omission in design, plan, specification or construction work whether a Contract Works policy is current or not.

COVERAGE SUMMARY	Units Plan 16840 Residential Strata/Community Corporation
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MAJOR EXCLUSIONS :Terrorism
 Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built	2026
Primary Wall Construction	Concrete
Secondary Wall Construction	
Roof Construction	Tin / Iron
Floor Construction	Concrete
Aluminium Composite Panels	Yes
Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No
Number of Units	11
Number of Levels	4
Number of Basements	1
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	0
% of EPS	0 %
% Commercial Tenants	0 %

INSURER	POLICY NUMBER	PROPORTION
CHU Underwriting Agencies Pty Ltd A.B.N. 18 001 580 070 208 Greenhill Road EASTWOOD S.A. 5063 AFS Licence No: 243261	HU0006163371	100.0000%
* SUPPORTING INSURERS		
- QBE Insurance (Australia) Ltd Level 2, 82 Pitt Street Sydney NSW 2000 ABN 78 003 191 035	100.0000%	

IQumulate Premium Funding
PREMIUM FUNDING AGREEMENT (RESIDENTIAL STRATA)



Tel: 1300 555 068 Fax: 1300 555 158 Email: assist@iqumulate.com Post: Level 12, 8 Exhibition Street, Melbourne VIC 3000

Broker Name: M.G.A. INSURANCE BROKERS PTY. LTD. (Canberra)

COLB Reference 93089468

Contact: Mala Penley

Tel:

This Premium Funding Agreement has been written in a clear and simple language. If any part of this document is unclear or you require assistance in understanding its content, please contact us. We are also accredited by the Insurance Premium Funding Code of Practice, which you can access by clicking the link provided <https://afia.asn.au/ipf-code>.

ACCEPT AND PAY

You may visit our website to submit your offer and set up payment by direct debit or credit card. Please note credit card details may only be submitted online.

PREMIUM FUNDING DETAILS

Application Date: 19 February 2026

Section A: Borrower Details

Owners Corporation name: Units Plan 16840 - Block 40 Section 62 Turner (Zarah)	
Primary contact: Matthew Lane	ABN:
Phone/Mobile: 02 5131 2600 / 0401859871	Email: Matthew.Lane@whittles.com.au
Street Address: 60 Macleay St, TURNER, ACT 2612	
Postal Address (if different from above): Unit 43, 2nd Floor ACT 2600, 2 King Street, Deakin, ACT 2600	

Section B: Loan Details

Premium Loan

Instalments*

Fees and Charges

Premium total:	\$14,395.00
Less deposit:	\$0.00
Premium Loan:	\$14,395.00
Total Interest Charges:	\$1,323.66
Total Amount Payable: (including Application Fee)	\$15,738.66
Flat Interest Rate:	9.1953%
Indicative Annual Percentage Rate (APR):	24.1342%

Initial Payment:	\$1,591.87
Subsequent Instalments:	\$1,571.87
First Instalment Date:	03/02/2026
Last Instalment Date:	03/11/2026
Number of Instalments:	10

Application Fee	\$20.00
American Express Merchant Fee	1.31%
MasterCard Merchant Fee	0.99%
Visa Merchant Fee	0.99%

*Excludes credit card merchant fee applied to each credit card payment. For details, refer to Fees and Charges section.

Only Business and Corporate type American Express Cards can be used. Personal AMEX cards are not an eligible repayment method for loan repayments.

Section C: Funded Policies

Insurer	Class	Policy Number	Inception Date	Expiry Date	Premium
CHU Underwriting Agencies Pty Ltd	STR	Q0002221800-2	03/02/2026	03/02/2027	\$14,395.00

Section D: Direct Debit Request

By completing the bank account or credit card details below, the account holder or cardholder requests and authorises either IQumulate Premium Funding Pty Ltd ('IQPF') (User ID 610081) or IQumulate Funding Services ('IQFS') (User ID 536512), until further notice in writing, to debit the bank account or credit card nominated below, any amounts which IQPF or IQFS may debit or charge the Borrower (including any credit card merchant fees), in accordance with clause 14 of the Premium Funding Conditions. The Borrower warrants that, if the bank account or credit card details are those of a third party, the Borrower is authorised by the third party to provide their details for this purpose. For credit card payments please submit above by selecting Accept and Pay online.

Financial Institution:	BSB: 012517
Name on Account: Azimut No6 Pty Ltd	Account number: xxxxxx665

Section E: Borrower's Offer and Declaration to IQFS

By executing below, the Borrower:

1. offers to borrow from IQFS the Premium Loan to fund the payment of premiums due under the Funded Policies, and agrees that on IQFS's acceptance of the offer (evidenced by accepting the Initial Instalment for the Initial Premium Loan), this Premium Funding Agreement comes into effect;
2. offers to assign to IQFS, by way of mortgage, the Borrower's rights, title and interest in the Funded Policies and Refund Proceeds to secure repayment of the Premium Loans;
3. hereby certifies that on the date this Premium Funding Agreement is executed, it is able to pay its debts as and when they fall due from its own moneys;
4. agrees to the privacy collection and usage notice in clause 18 of the Premium Funding Conditions which describes the handling of the Borrower's personal information, and consents to IQFS making consumer and commercial credit enquiries about the Borrower (if applicable); and
5. declares that all information it has provided to IQFS and the Premium Funding Details are correct and not misleading, and authorises IQFS to verify that information with other sources.

The Borrower repeats each of the above declarations each time it accepts a New Premium Funding Offer.

IMPORTANT	<p>M.G.A. INSURANCE BROKERS PTY. LTD. (Canberra) will receive a commission of \$287.90 from IQumulate Premium Funding. The commission is usually calculated as a percentage of your insurance premium loan amount. This commission is payable after the acceptance of your Premium Loan</p> <p>(2) Default under the loan terms may result in cancellation of your insurance policies and the coverage provided under those policies.</p> <p>(3) You should read all parts of the Premium Funding Agreement, and obtain independent legal and financial advice before executing below.</p>
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Circle Capacity: Chairman ¹ Secretary ¹ Treasurer ¹ Executive Committee Member ¹ Authorised Person / Strata Manager ²	Circle Capacity: Chairman ¹ Secretary ¹ Treasurer ¹ Executive Committee Member ¹ Authorised Person / Strata Manager ²
Name of Signatory:	Name of Signatory:
Signature X	Signature X


¹ The signatory has obtained from the body corporate (i.e. the Borrower) the necessary resolutions to accept the premium funding agreement on their behalf.
² The signatory represents and warrants to IQFS that they are duly authorised to bind, and to execute this document on behalf of the Borrower.

1. Meaning of words	
1.1. In this Agreement, capitalised words have the meaning given to them in the Premium Funding Details or as defined below:	
Agreement	the premium funding agreement made when we accept your offer to borrow (or in the case of a New Premium Loan, your acceptance of our offer) – this comprises both the Premium Funding Details and these Premium Funding Conditions
Indicative Annual Percentage Rate (APR)	The APR is the rate that is used to calculate the cost of the loan taking account of the reducing balance of the Loan Amount, expressed as an annual rate. For the purposes of calculating the APR, the cost of the loan is exclusive of fees. The APR is indicative and assumes the loan starts on the inception date of the insurance policy(ies) being funded. The Total Repayment Amount (including Application Fee) will not exceed the sum shown even though the APR will differ if the date of acceptance of the offer is later than the inception date of the insurance policy. The APR is not a term of the offer and is provided to allow a simple comparison of insurance premium funding products to other financial products.
Borrower / you	the borrower(s) described in the Premium Funding Details, who is also the policy holder of all Funded Policies
Default	a default event specified in clause 11.1
Flat Interest Rate	the Total Interest Charges expressed as a percentage of the Premium Loan.
Funded Policies	the insurance policies specified in the Premium Funding Details for each Premium Loan (or as otherwise agreed in writing).
Initial Payment	the Initial Payment described in the Premium Funding Details for each Premium Loan – this comprises a deposit, the Application Fee and Stamp Duty (if applicable). This is payable on the Application Date and represents the amount due between the Application Date and the First Instalment Date.
Instalments	the Initial Payment and the equal monthly or quarterly Subsequent Instalments (as specified in the Premium Funding Details), calculated by us in order to repay the Premium Loan and pay all Loan Charges by the Last Instalment Date.
Insurer	the insurer listed in Section C of the Premium Funding Agreement.
IQFS / we / us	refers to IQumulate Funding Services Pty Limited ABN 49 632 439 902, of Level 4, 97-99 Bathurst Street, Sydney, NSW 2000, the provider of the Premium Loan.
IQPF	refers to IQumulate Premium Funding Pty Limited ABN 82 127 517 677 of Level 4, 97-99 Bathurst Street, Sydney, NSW 2000, the loan origination servicer appointed by IQFS.
Loan Charges	the Total Interest Charges, Fees and Charges payable to us as described in the Premium Funding Details for each Premium Loan.
New Premium Loan	each Premium Loan specified in a New Premium Funding Offer, which comes into effect once it is accepted by you and approved by us accepting the Initial Payment.
New Premium Funding Offer	a written offer from us to make a New Premium Loan to you.
Perpetual Entity	Perpetual Corporate Trust Limited ACN 003 341 533 or a related body corporate (as that term is defined in section 9 of the Corporations Act 2001 (Cth)) of Perpetual Corporate Trust Limited ACB 003 341 533)
Premium Funding Details	the section at the front of this Agreement titled "Premium Funding Details".
Premium Loan	the premium loan(s) specified in the "Loan Details" section of the Premium Funding Details in a New Premium Funding Offer.
Privacy Act	the Privacy Act 1988 (Cth) and associated rules and regulations.
Privacy Policy	the IQumulate Privacy and Credit Information Policy, available on request and via https://www.iqumulate.com/privacy-policy
Refund Proceeds	any premium refund (whether on cancellation or otherwise) paid or payable in respect of a Funded Policy.
Secured Money	all money that you owe to us, or which you may owe to us, at any time (actually or contingently), on any account in connection with the Agreement.
2. Direction to pay advance amount	
2.1. We will provide each Premium Loan by making available committed funds with effect from the First Instalment Date, to be paid in accordance with clauses 2.2 and 3.1.	
2.2. You direct us to pay the amount of a Premium Loan to each Insurer or Broker, to the amount of the relevant premium under the Funded Policies, plus any related charges.	
2.3. We are not responsible for the Insurer's or the Broker's subsequent conduct in applying amounts paid under clause 2.2.	
3. Advances and New Premium Loans	
3.1. We won't pay a Premium Loan under clause 2.2 if a Default has occurred, or if we haven't received the following (each in a form and substance satisfactory to us):	
(a) evidence that each Insurer has accepted your proposal for the relevant Funded Policies;	
(b) evidence of this Agreement properly completed and signed or accepted by you;	
(c) all information, credit checks and documents that we reasonably request (including any internal credit approval required) in relation to you or the Funded Policies;	
(d) the Initial Payment for the Premium Loan in cleared funds; and	
(e) any Subsequent Instalments for the Premium Loan in clear funds when due.	
Notwithstanding any other provision of this clause, nothing shall limit or exclude our liability for fraud, gross negligence, misconduct, or intentional violation of applicable laws or regulations.	
3.2. You may request us to offer to provide you with a New Premium Loan. We have the discretion to decide whether or not to offer any New Premium Loan based on reasonable considerations. If we agree to offer a New Premium Loan:	
(a) we will provide you with a New Premium Funding Offer for the New Premium Loan; and	
(b) the New Premium Loan will be subject to the terms and conditions specified in the New Premium Funding Offer and any varied Premium Funding Conditions within a New Premium Funding Offer.	
3.3. Unless you tell us otherwise, you irrevocably appoint each of your officers and employees with the word 'chief' in their title, each member of your executive team, each of your managers and each of your directors from time to time severally as your attorney to accept a New Premium Funding Offer on your behalf; and	
(a) we are entitled to assume, without any requirement to take any steps to verify or otherwise confirm, that the acceptance of a New Premium Funding Offer by a Broker has been authorised by such an attorney.	
3.4. You warrant that you will promptly ratify all acts performed by your attorney under this clause.	
3.5. Where you are a retail client (as defined in section 761G of the Corporation Act 2001), we will take reasonable steps to assess whether this funding arrangement is suitable for your financial situation, objectives and needs. You may be asked to provide relevant financial and business information.	

4. Fees and commissions	
4.1. You must pay to us all fees for each Premium Loan specified in the Premium Funding Details. All fees are non-refundable. We will not charge you fees for cancelling any Funded Policy. If you have arranged this agreement through a broker, that broker may receive a commission or other benefit. The amount or calculation method of that benefit will be disclosed to you prior to acceptance. Nothing in this agreement is intended to affect or limit any duties the broker owes to the client under law.	
4.2. IQumulate may pay services fees to third parties such as (but not limited to) insurance cluster groups and authorised representative networks for services provided in connection with the facilitation, administration, or arrangement of this premium funding Agreement. These fees are not an additional cost to you and are paid by IQumulate for professional services rendered to us.	
4.3. You must also pay any reasonable charges that we might impose or costs that we incur:	
(a) if any payment you make is dishonoured by your bank or financial institution; and	
(b) following a Default.	
4.5. Acting reasonably, we may vary any fees or charges, or introduce a new fee or charge, at any time by giving you at least 30 days notice before the varied or new fee or charge takes effect.	
5. Interest	
5.1. The Total Interest Charges are payable on the amount of each Premium Loan, regardless of whether the Premium Loan is repaid early.	
6. Repayment and Loan Charges	
6.1. This clause 6 is subject to clause 9.	
6.2. You must repay each Premium Loan and pay the Loan Charges for each Premium Loan to us by paying the Instalments for the Premium Loan in advance.	
6.3. The Initial Payment for a Premium Loan is due on the Application Date or, in the case of a New Premium Loan, on the date of acceptance of the New Premium Funding Offer.	
6.4. Subsequent Instalments are due monthly or quarterly (as specified in the Premium Funding Details) on the same day of each calendar month or quarter (or on the following business day where an Instalment Date falls on a non-business day).	
6.5. You must pay to us the final Subsequent Instalment for a Premium Loan on the Last Instalment Date for that Premium Loan. You must also pay to us any remaining Secured Money on the Last Instalment Date for a Premium Loan.	
6.6. If any amount is not paid by you on time, you will incur additional interest in accordance with clause 7.2, and such interest will:	
(a) accrue on any outstanding amount(s) from and including the day after its due date (up to but excluding the date of payment); and	
(b) be computed on a daily basis for actual days elapsed.	
7. Payments generally	
7.1. All payments must be in Australian currency, and in full without set-off, counterclaim or deduction. Payments are only credited when actually received by us in cleared funds.	
7.2. Subject to clause 6.5, any Secured Money which is not paid on its due date will also bear additional overdue interest at the rate of 4% per annum, calculated on a daily basis until paid in full.	
7.3. We may apply any payments received against any part of the Secured Money in our reasonable discretion. We may also, without any demand or notice, set off and apply any amounts that we owe to you on any account against any Secured Money, whether or not any of those amounts are immediately payable or are owed alone or with any other person.	
7.4. You may not (either directly or indirectly) claim, exercise or attempt to exercise a right of set-off or counterclaim against us (whether the right is yours or any other person's), or any other right which might have the effect of reducing the Secured Money.	
8. Security	
8.1. To secure payment of the Secured Money, you assign to us, by way of mortgage, all of your right, title and interest in and to each Funded Policy (including by way of proceeds of an insurance claim), all Refund Proceeds, and all rights, powers and remedies to cancel or enforce any Funded Policy and obtain Refund Proceeds.	
8.2. This security continues until all Secured Money has been paid in full. While any Secured Money remains unpaid:	
(a) you cannot require reassignment from us of anything secured under clause 8.1;	
(b) we may possess the originals of all documents evidencing Funded Policies; and	
(c) we may notify each Insurer of the security you have granted to us, and we may arrange for our name and interest to be noted on each Funded Policy and in the Insurer's records.	
8.3. You must not do (or attempt or agree to do) any of the following without our prior written consent:	
(a) assign, transfer, mortgage or otherwise deal with, any right or power relating to any Refund Proceeds;	
(b) vary any Funded Policy, or make or settle any claim under a Funded Policy; or	
(c) do or allow anything to be done which might prejudice our security over, or collection of, any Refund Proceeds, or do anything which might reduce the amount payable in respect of any Refund Proceeds.	
9. Cancelling a Funded Policy	
9.1. You must notify us if you want to cancel or terminate any Funded Policy, and we will issue a notice of cancellation to the Insurer.	
9.2. If the Funded Policy is cancelled:	
(a) you must pay us all amounts due in connection with that Funded Policy under this Agreement at the date the Funded Policy is cancelled (this may include Instalments, fees and charges, interest under clause 7.2 and amounts owing under clause 14);	
(b) we may request that the Insurer pay the Refund Proceeds to us and we will apply those Refund Proceeds to reduce the amount due to us under this Agreement at the date the Funded Policy is cancelled. We will return the excess (if any) to you; and	
(c) you have no obligation to make any other payments under this Agreement in respect of that Funded Policy.	
10. Further assurances	
10.1. We have the right to register the security granted under clause 8.1. You agree to provide all necessary assistance (at your own cost), and to sign or do anything that we reasonably require, in order to perfect any such registration or to preserve, protect or otherwise give full effect to the security interest created under this Agreement.	
10.2. If we ask, you must notify any person of our security over the Refund Proceeds and obtain all necessary consents and releases from them in order to perfect the assignment and payment to us of any Refund Proceeds.	
10.3. You must notify each Insurer of our interests and rights in respect of the Refund Proceeds, and that you irrevocably:	
(a) authorise the Insurer to cancel the Funded Policies identified in a notice of cancellation issued by us to the Insurer, and to pay to us all sums representing Refund Proceeds for such cancelled policies; and	
(b) direct the Insurer, any Broker and any other person holding Refund Proceeds to pay all such amounts to us (or as we direct).	
10.4. Where Refund Proceeds which are paid to us are not applied to repay the Secured Money and are unable to be processed to your bank account, they will be paid into a non-interest bearing trust account operated in accordance with the client money rules set out in the Corporations Act. Amounts will only be withdrawn from the trust account to make payment to an account nominated by you, or as otherwise authorised by law.	
11. Default	
11.1. A Default occurs if you fail to pay any Instalment or Secured Money when due;	
11.2. If you are in Default, we will send you a notice stating the Funded Policies may be cancelled if you do not remedy the default within 7 days of deemed receipt of the notice (see clause 16.3).	
11.3. If you do not comply with the notice within seven days of deemed receipt of the notice (see clause 16.3) we may do one or more of the following:	
(a) cancel or otherwise deal with any Funded Policy, Refund Proceeds and your rights to them, as we see fit;	
(b) terminate our obligations under the Agreement; and	
(c) exercise and enforce our rights under the Agreement and at law.	
11.4. If a Default occurs, you must pay or reimburse us on demand any enforcement expenses that we have reasonably incurred (including internal costs) prior to the cancellation of this Agreement or any Funded Policy.	

<p>12. Representations and warranties</p> <p>12.1. You represent and warrant that while there is any Secured Money outstanding:</p> <ol style="list-style-type: none"> no other person has or will have any interest in any Funded Policy or any Refund Proceeds; you have not relied on any representation or statement of ours in entering the Agreement or in selecting any insurance under a Funded Policy; you have obtained all necessary consents and releases, and complied with all internal procedures to enter and perform this Agreement (including, if you are a partnership, that the person who has signed this Agreement is authorised by each of the partners to enter into this Agreement); and if you are acting as the trustee of a trust: <ol style="list-style-type: none"> this Agreement binds you personally as well as in your capacity as trustee; you have entered into this Agreement for a proper purpose of the trust; you have power and authority under the trust to enter this Agreement; and you have the right to be fully indemnified from trust property before the trust's beneficiaries for all liabilities you incur. <p>12.2. We rely on these representations and warranties in providing the Premium Loans.</p> <p>13. Power of attorney</p> <p>13.1. For valuable consideration, you irrevocably appoint us (and each of our officers and employees whose title includes 'director' or 'manager' and each of our assigns) from time to time severally as your attorney, at all times acting reasonably and in good faith, to:</p> <ol style="list-style-type: none"> comply with your obligations under this Agreement; do everything which (in our reasonable opinion) is necessary to enable us to exercise any of our rights under this Agreement; date, complete or correct any minor, immaterial or manifestly erroneous details in the Premium Funding Details (before or after acceptance); if a Default has occurred: <ol style="list-style-type: none"> do anything that you may lawfully authorise an agent to do in relation to this Agreement; and subject to clause 11.2, cancel, terminate (or procure the cancellation or termination of) any Funded Policy which is cancellable and to obtain and collect any Refund Proceeds; and give valid receipts for any Refund Proceeds. <p>13.2. You must promptly ratify all acts performed by your attorney under this clause.</p> <p>14. Borrower's indemnities</p> <p>14.1. You agree to pay us on demand (and hold us harmless against) any amounts, actions, claims, demands, losses, liabilities, and expenses (including legal and agency costs) of any nature incurred at any time (actually or contingently) by us in connection with:</p> <ol style="list-style-type: none"> a Default; our reliance on any information provided by you (or on your behalf) which proves to be materially incorrect or misleading (including by omission of information); us acting as your attorney (or providing any indemnity to any person so acting); all stamp duty, taxes, GST and levies (including fines and penalties) payable or assessed in respect of the Agreement; or a judgment debt being obtained by us which results in a lower interest rate than that which applied to your original payment obligation for which judgment was obtained. <p>14.2. We may enforce an indemnity on you even before we have incurred an expense or are required to pay.</p> <p>14.3. Each indemnity is separate and independent of any other obligation under this Agreement, and survives any termination of the Agreement or repayment of Secured Money.</p> <p>14.4. Your liability to pay an amount under clause 14.1 extends only to cover liabilities incurred prior to any cancellation of a Funded Policy.</p> <p>14.5. You are not required to indemnify us in respect of any amount which arises from any mistake, fraud, negligence or wilful misconduct by us, our officers, employees, contractors or agents or by any attorney appointed under this Agreement.</p> <p>15. Direct Debit Service Agreement</p> <p>15.1. If you've elected to pay your Instalments by bank account direct debit or credit card recurring payments, you (or the relevant account or card holder, as applicable) acknowledge and agree:</p> <ol style="list-style-type: none"> it's your responsibility to ensure that your financial institution allows payments to be processed from your bank account via direct debit. If not, you should advise us immediately. You may incur dishonour fees as a result of nominating an account that does not permit direct debits; your financial institution may at any time cancel the direct debit arrangement as to future debits – they should provide you with written notice before they do; you or we can vary the timing of future debits by giving 3 days written notice; you can stop or cancel the regular debits at any time by giving us or your financial institution 3 days written notice; if you believe that a debit against your nominated account or credit card is inappropriate or incorrect, it's your responsibility to notify us as soon as possible; it's your responsibility to ensure that there are sufficient cleared funds in your nominated account (or sufficient credit available on your credit card) to meet debits; (in the case of a bank account direct debit) we may need to pass on details of your direct debit request to our sponsor bank in the Bulk Electronic Clearing System, to assist with the checking of any incorrect or wrongful debits to your account; acting reasonably, we may vary this clause by providing you with 14 days written notice; you must immediately notify us or your financial institution if you believe an error has occurred in relation to a debit on your account or credit card; if you've submitted this Agreement electronically, then you accept the direct debit service agreement and also provide your authority by electronic means; and any debit that is scheduled to occur on a day that is not a business day will occur on the following business day. If you are uncertain as to when a debit will be processed, you should enquire with your financial institution. <p>16. Notices</p> <p>16.1. You agree that we may give all notices and other communications in connection with this Agreement electronically, and that we will do so by emailing them to your last known email address, sending them via SMS to your last known mobile telephone number, or by making them available online. Where communications are made available online, we will notify you of this fact by email or SMS. You should check your emails and SMS messages regularly.</p> <p>16.2. You must ensure that the contact details that you provide to us remain up to date. If your contact details change, let us know as soon as possible.</p> <p>16.3. Any notice in connection with this Agreement is deemed to have been received:</p> <ol style="list-style-type: none"> if posted, two business days after posting it to the other party's last known address; or if emailed, on the next business day (assuming no 'bounce back' error message is received by the sender). <p>17. Account statements</p> <p>17.1. Ask us if you would like a statement of account in respect of a Premium Loan. We may charge a reasonable fee for doing this – we will confirm this with you before proceeding.</p> <p>18. Privacy Collection and Usage Notice & Credit Reporting Consent</p> <p>18.1. Subject to the Privacy Act, you authorise us to make consumer and commercial credit enquiries about you in relation to the Premium Loans, and to exchange with any credit reporting agency and other persons (including ratings agencies, credit enhancers or participants in a securitisation arrangement affecting a Premium Loan) any information concerning you (including credit information, repayment history, default information and other credit-related information as described in our Privacy Policy).</p>	<p>18.2. We may also exchange that information with other credit providers for purposes including: to assess a credit application; determine your credit or default status; or to assess or comment on your credit worthiness.</p> <p>18.3. We may collect, hold, use and disclose personal information about you to: process this application; review your credit arrangements on a periodic basis or in connection with changes (e.g. credit limit) as though assessing a new application; administer, manage, monitor, audit, evaluate and develop our services; comply with laws; model and test data; collect payments; conduct credit scoring, securitisation, research, risk management and portfolio analysis; and deal with any complaints and enquiries.</p> <p>18.4. We may exchange information (including your personal information and information about amounts paid, payable or overdue) with our related companies, service providers, debt collectors, valuers, regulators, your advisers and representatives, your Broker, Insurers and their respective affiliates. The third parties with whom we exchange information may be in India, New Zealand, the Philippines and the countries specified in our Privacy Policy.</p> <p>18.5. We may also collect personal information from public sources, information brokers and through monitoring and recording interactions with you (e.g. phone, email and online).</p> <p>18.6. Subject to law or your request to stop, we may use your information to streamline future product applications or to market our services or products to you. You can ask us to stop by emailing assist@iqmulate.com or calling 1300 555 068.</p> <p>18.7. Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by emailing assist@iqmulate.com</p> <p>18.8. Yourself and anyone that you have given us information about (which you confirm have been made aware and agree):</p> <ol style="list-style-type: none"> acknowledge that we need to collect, verify and handle personal information about all such individuals to enable us to enter into the Agreement, and without that information we may not be able to provide a Premium Funding Loan; and consent to the handling of your personal information as described in this clause 18 and our Privacy Policy. Our Privacy Policy contains further details about our handling of personal information, service providers we use, complaints, website privacy, which credit reporting bodies we use and your rights to access and correct information that we hold or which credit reporting bodies may hold about you. <p>18.9. If a Default has occurred, you authorise and consent to us disclosing this Agreement to any person that we consider necessary to enable us to exercise and enforce our rights under this Agreement and a law.</p> <p>19. Anti-Money Laundering and Counter-Terrorism Financing</p> <p>19.1. You must:</p> <ol style="list-style-type: none"> not knowingly do anything which might put us in breach of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and associated rules (including overseas equivalents, if applicable) ('AML/CTF Laws'), and notify us if you are aware of anything that would put us in breach of the AML/CTF Laws; and if requested, provide additional information, assistance and comply with all reasonable requests to facilitate our compliance with the AML/CTF Laws. <p>19.2. You declare that you are not aware and you have no reason to suspect that any money used to repay a Premium Loan is derived from or related to money laundering, terrorism financing or similar activities ('Illegal Activities').</p> <p>19.3. You consent to us collecting and disclosing any of your Personal Information (as defined in the Privacy Act) or other information in connection with AML/CTF Laws.</p> <p>19.4. You acknowledge:</p> <ol style="list-style-type: none"> in certain circumstances we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of account monitoring that is required by AML/CTF Laws. If this occurs, we are not responsible for any consequences or losses which result. In addition, you agree to indemnify us if you are liable to a third party in connection with the freezing or blocking of your account(s); and we reserve the right not to provide a Premium Loan to anyone that we decide, in our sole discretion, that we do not wish to provide a loan to. <p>20. Disputes</p> <p>20.1. Please contact us if you have any complaints, queries or if you believe that an error or an unauthorised transaction has occurred in relation to your Premium Loan.</p> <p>20.2. If we do not rectify a problem raised by you, you may contact the Australian Financial Complaints Authority ('AFCA'). AFCA offers an independent and free resolution process of disputes between consumers and financial service providers. AFCA has certain terms of reference that must be satisfied in order for it to investigate your problem. AFCA can be contacted by: (i) writing to The Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001; (ii) calling 1800 367 287; or (iii) emailing info@afca.org.au.</p> <p>20.3. IQPF is a compliant member to the Insurance Premium Code of Practice. Further details about the Code of Practice, Terms of Reference and by-Laws can be found here https://afia.asn.au/AFIA-Insurance-Premium-Funders-Code-of-Practice</p> <p>20.4. In addition to contacting IQPF or AFCA, any person can make a complaint regarding IQPF, and/or report an alleged breach of this Code by us to the Code Compliance Committee ('CCC'). The CCC is an independent committee that has been established to monitor our compliance with this Code. If you have a specific complaint about us, you should first talk to us, then AFCA. The CCC will not consider your complaint if you are still trying to resolve it with us or within AFCA. To lodge a complaint with the CCC, contact them at CCC-IPF@afia.asn.au</p> <p>21. General</p> <p>21.1. Assignment – We may assign, transfer or novate our obligations, rights or interests under this Agreement without your consent. You cannot assign any of your obligations, rights or interests under this Agreement and any such purported assignment is void. If we assign our rights under this contract to any Perpetual Entity, you have the same rights against that Perpetual Entity as you have against us under this Agreement;</p> <p>21.2. Jurisdiction – This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of that State.</p> <p>21.3. Invalidity – A provision of this Agreement which is illegal or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality or unenforceability. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of the Agreement in any jurisdiction.</p> <p>21.4. Variations – Other than a variation occurring in accordance with clauses 3, 4 or 14, any variation of this Agreement must be in writing and signed by the parties.</p> <p>21.5. Certificates – A certificate given by us about a matter relevant to this Agreement is sufficient evidence of that matter and binding, unless manifestly erroneous or proved to be incorrect. If, within two Business Days of you having been deemed to have received the certificate (see clause 15.3), you request us to do so, provided that our doing so will not breach any of our contractual obligation or any law that we are subject to, including the Privacy Act, we will provide you with a copy of the information that we relied upon when forming our views about the matter in the certificate.</p> <p>21.6. Interpretation – Unless the context otherwise requires, in this Agreement:</p> <ol style="list-style-type: none"> headings are for reference only and do not affect interpretation; references to the singular includes the plural and vice versa, and a gender includes other genders; examples and use of the word "including" do not limit what may be included; references to a party includes their successors and permitted substitutes and assigns, and references to a person includes an individual, corporation, trust, partnership, unincorporated body or other entity (as applicable); any obligation, representation, warranty or indemnity by two or more parties binds them jointly and each of them separately; and a document, law or an agreement includes the document, law or agreement as varied, novated, supplemented, extended or replaced from time to time.
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STRATA MANAGEMENT AGREEMENT

THE OWNERS – UNITS PLAN		Owners Corporation	
ABN		Address:	
NAME OF AGENT: A.C.T. SMS Pty Ltd (trading as ACT Strata Management Services)			
ABN: 96144703435 Address: Unit 43 / 2 King Street, Deakin ACT 2600			
Telephone: 02 5131 2600			
PARTICULARS:			
Commencement Date			
Initial Term			
Management Fee			
Agreed Services	Services set out in Attachment A to this Agreement.		
Additional Services	Services set out in Schedule B to this Agreement.		
Additional Services Fees	Services set out in Schedule C to this Agreement.		
Units Plan			
Payment Method	Monthly in advance.		
Annual Fee Review at Annual General Meeting	By negotiation		
EXECUTED BY:			
Owners Corporation			
The common seal of the Owners Corporation was affixed on:			
in the presence of the following persons authorised in accordance with the rules of the Owners Corporation:			
Signature	Signature		
Name	Name		
Position	Position		
Agent			
Executed by _____ in accordance with Section 127 of the Corporations Act 2001:			
Signature of a Manager		Signature Name	<h3 style="margin: 0;">Matthew Lane</h3>



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

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

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

Common Property means that part of the Units Plan which comprises the common property as defined in section 13 of the Act.

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

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

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

Non-Standard Work means any work which is not Standard Work.

Office Hours means between 9:00 am and 5:00 pm Monday to Friday, excluding public holidays.

Standard Work means:

- a) construction work as necessary to maintain the integrity of the building.
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning and painting.
- c) minor maintenance repairs, including but not limited to repair and replacement of leaking pipes; replacing pavers and tiles; and lock replacement and repair.
- d) annual inspection, notifications and maintenance required for essential fire safety equipment.
- e) pest management treatments (excluding fumigation).
- f) lift, travelator, or escalator maintenance; and
- g) renewal of plant registrations in accordance with the requirements of the WHS Act and WHS Regulation,

provided however:

- h) if any of these works require a principal contractor (as defined under the WHS Act 2011 and WHS Regulation 2011) to be appointed then the works will be Non-Standard Work; and
- i) if there is any inconsistency between Standard Work and Non-Standard Work, the work will be interpreted as Non-Standard Work.

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

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

2 WARRANTIES AND ACKNOWLEDGEMENT

- a) The Owners Corporation warrants that it has resolved and had authority to enter into the Agreement.
- b) The Agent warrants that the Agent holds a real estate agent's licence under the *Agents Act 2003* (ACT) and the licence will be maintained while the Agreement is in force.

3 APPOINTMENT OF THE AGENT

The Owners Corporation appoints the Agent, and the Agent accepts the appointment, to perform the Agreed Services and any Additional Services which may be agreed to by the Agent, on the terms and conditions set out in this Agreement.

4 TERM OF APPOINTMENT

Upon the expiry of the Initial Term and each subsequent term, this Agreement will automatically be extended for a further 12-month period, up to a maximum term of three years, unless terminated in accordance with either clause 9 or clause **Error! Reference source not found.**

5 DUTIES OF THE AGENT

- a) The Agent will use all reasonable endeavours to perform the Agreed Services in a proper and skilful manner. The Agreed Services are included in the Management Fee.
- b) The Agent may, if requested by the Owners Corporation, agree to perform the Additional Services for an additional fee as set out in Schedule C to this Agreement.

- c) In carrying out the Agreed Services, and when requested the Additional Services, the Agent will comply with and carry out all reasonable and lawful directions of the Owners Corporation.
- d) The Agent must take out and maintain public liability insurance in respect of an act or omission of the Agent in the performance of the Agreed Services and Additional Services as set out in the Management Act.

6 DUTIES OF THE OWNERS CORPORATION

The Owners Corporation will:

- a) pay the Management Fee and Additional Service Fees in accordance with clause 8;
- b) provide the Agent with copies of all documents reasonably necessary to enable the Agent to carry out the Agreed Services and Additional Services (where requested).
- c) nominate a representative to be the point of contact with the Agent and ensure, to the extent reasonably practicable, all communications are directed through that person.
- d) as and when requested by the Agent, effect all necessary service agreements for equipment normally the subject of a service agreement; and
- e) pay (or reimburse the Agent) for all disbursements including venue hire, materials and parts used or supplied, or third-party contractors reasonably engaged, in carrying out the Agreed Services or Additional Services.

7 THIRD PARTY CONTRACTORS

- a) The Owners Corporation authorises the Agent to, on behalf of the Owners Corporation, engage any third-party contractors reasonably necessary to provide the Agreed Services (or part of them) or, where requested, the Additional Services.
- b) Except in the case of an emergency or where the work is within the Limit of Expenditure, the Agent will obtain agreement from the Owners Corporation prior to engaging any third-party contractors.
- c) The Owners Corporation agrees to reimburse the Agent for all costs associated with those third-party contractors.

8 PAYMENT OF FEES

- a) The Management Fee and Additional Services Fees are payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- b) The Management Fee and Additional Services Fees will be increased according to the Fee Review Method on and from each anniversary of the Commencement Date.

9 TERMINATION

Subject to Clause 4 (Term) of this Agreement, this Agreement terminates on the earlier of:-

- a) The End Date: When a notice is served under Clause 4 (Term) or Clause 9 (Termination) of this Agreement; or
- b) If the parties mutually agree, at any time during the Term.
- c) The Manager may terminate this Agreement by giving 30 days written notice to the Corporation.
- d) The Corporation may terminate this Agreement in accordance with the Act.
- e) The Corporation must pay to the Manager promptly all amounts due to the Manager under this Agreement at the date of termination.
- f) Provided the Manager receives all amounts due to it, the Manager must deliver the records of the Corporation to the Committee Nominee, together with control of the Corporation Bank Account within thirty (30) days of the date of termination, or such other period as required by the Act, if any.

10 DISCLOSURE

The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are

set out in Schedule D to this Agreement or as otherwise notified in writing to the Owners Corporation from time to time.

11 LIMITATION AND INDEMNITY

- a) The Owners Corporation acknowledges that the Agent is providing management services only and is not obliged nor qualified to provide specialised advice such as legal or accounting advice. The Agent may, as reasonably necessary and subject to instructions from the Owners Corporation, engage suitably qualified experts to provide any necessary advice.
- b) Both the Agent and the Owners Corporation will take out and maintain public liability insurance policies as required by the Unit Titles (Management) Act 2011.
- c) The Owners Corporation releases and indemnifies the Agent from (however caused):
 - i) any loss or damage arising out of a breach of the rules of the Owners Corporation (as defined in the Management Act), the Act, the Management Act or any other contract or law by any unit owner, tenant, visitor, invitee, licensee or contractor on the Common Property or any of the units in the Units Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Units Plan.
 - iii) any claim made against the Agent by any third party arising out of the Agent's provision of the Agreed Services or the Additional Services; and
 - iv) any loss or damage to property of the Agent on the Common Property or any of the units in the Units Plan,except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

12 TRANSFER

- a) The Agent cannot transfer its rights under this Agreement without the written consent of the Owners Corporation, which consent will not be unreasonably withheld, if the Agent satisfies the Owners Corporation that the proposed transferee and associates are fit and proper persons and have the qualifications, competence and expertise to perform the Agreed Services and Additional Services at a fee not greater than the current Management Fee and Additional Services Fees.
- b) The Owner's Corporation must advise the Agent of its decision whether to approve a proposed transfer within 30 days after receiving from the Agent the information reasonably necessary to make the decision.
- c) If the Owners Corporation approves the transfer, the Owners Corporation, the Agent and the transferee must enter into a transfer agreement.

13 WORK HEALTH & SAFETY

- a) The parties agree that they each have a shared duty, and each must comply with their respective due diligence obligations under the WHS Act 2011 and WHS Regulation 2011 and relevant coded of practice.
- b) Subject to the provisions of the WHS Act and the WHS Regulation, the appointment of the Agent by the Owner's Corporation under this Agreement does not constitute the appointment of the Agent as a principal contractor within the meaning of regulation 293 of the WHS Regulation 2011.

14 GST

- a) Words or expressions used in this clause 14, or elsewhere in this Agreement that are defined in the GST Act have the same meaning in this Agreement.
- b) All amounts expressed in this Agreement are inclusive of GST.
- c) If the Agent incurs a liability to pay GST regarding a supply to the Owners Corporation pursuant to this Agreement, the fees that the Owners Corporation must pay to the Agent for that supply is

increased by an amount equal to the GST liability that the Agent incurs in making the supply and that amount is payable at the same time as the fees are payable in respect of that supply before that increase.

15 NOTICES

Notices can be given by any one of the following means:

- a) by sending it by pre-paid post or delivering it by hand to the address specified in this Agreement for the party, and in either case the notice will be deemed to be received on the day following delivery that is not a weekend or a public holiday in the Australian Capital Territory; or
- b) by sending it by facsimile transmission to the facsimile number of the party, in which case the notice will be deemed to be received when the facsimile has been successfully transmitted; or
- c) by sending it by email to the email address notified by the other party, in which case the notice will be deemed to be received the day the email is sent.

17 SERVICE CONTRACTORS

Where the Owners Corporation enters into an Agreement with a Service Contractor nominated by the Agent, the Agent will qualify the Service Contractor to comply with WHS Legislation and codes of practice of the mandatory regulations and be covered by public liability insurance appropriate to the functions carried out by the Service Contractor.

SCHEDULE A – AGREED SERVICES

The following services are the Agreed Services and includes all time reasonably necessary to perform the services listed EXCEPT THAT where a service or task is specifically listed as an Additional Service in Schedule B or where a rate is specified for the service or task in Schedule C, it does not form part of the Agreed Services.

ACCOUNTING

- Managing the funds of the Owners Corporation, including:
 - paying invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement.
 - establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003 (ACT)*; and
 - issuing levy notices for standard levies.
- Preparing, and (where applicable) filing, accounts and budgets, including:
 - financial statements for each executive committee meeting.
 - provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.
 - financial statements and levy status report as and when reasonably required for general meetings.
 - prepare administrative fund budget and arrange for sinking fund budget; and
 - manage administrative fund and sinking fund.

INSURANCE

- Assisting the Owners Corporation in arranging insurance as required under the Management Act, including:
 - arranging, on instructions, valuations for new policies or renewals as required; and
 - obtaining quotes as requested.
- On request from the Owners Corporation, preparing and lodging routine insurance claims. Note that where preparation and lodgement of the insurance claim takes more than 60 minutes, the claim is not routine and will be an Additional Service.

SECRETARIAL

- Maintaining the corporate register and minute book including electronic rolls.
- Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- Maintaining an up-to-date correspondence file.
- Recording and retaining notices received by the Owners Corporation under Section 115 of the Management Act.
- Maintaining and administering the use of the common seal.
- Attending to routine communication with the executive committee or unit owners via fax, email, verbal, letter etc.

MEETINGS

- Preparing and distributing notices of annual general meetings.
- Attending annual general meetings held at the Agent's premises (or other venues by agreement), including after hours' (commenced by 5.00 pm and concluded by 6.30 pm) attendance except where the Units Plan consists of 10 or fewer units in which case all meetings will be held during office hours.
- Preparing and distributing minutes of annual general meetings.
- Arranging venue for meetings where necessary.

RULES

- Answering routine queries about rights and obligations of the Owners Corporation and individual unit owners.

REPAIRS & MAINTENANCE

- Arranging for appropriately qualified and insured contractors to undertake Standard Work, routine repairs to and maintenance of the Common Property (without consent if the works are within the Limit of Expenditure).
- Advising the Owners Corporation of any correspondence, reports, enquiries, or complaints regarding the Common Property. This includes advising the Owners Corporation of any matters brought to the Agent's attention regarding parts of the Common Property that are unsafe or in need of repair but does not extend to an obligation to perform inspections of the Common Property.
- After hours contact between the hours of 5.00 pm and 7.00 am on 02 5131 2600. If a call-out is required, this will be an Additional Service.

ATTACHMENT – A

The Attachment provides a summary of the Services and whether they are included as Agreed Services (Schedule A).

Preparation of financial statements including profit & loss and balance sheet to year end.	Included
Produce proposed annual budget and email to EC	Included
Produce proposed annual budget and hold a pre-Annual General Meeting with EC to finalise.	Included
In conjunction with EC prepare agenda for Annual General Meeting	Included
After EC have approved proposed budget and agenda, send Annual General Meeting notice with agenda, budget, and associated forms to all owners.	Included
Attend Annual General Meeting	Included
Take minutes of Annual General meeting if EC secretary does not do so.	Included
Distribute minutes to chairman for revisions	Included
Distribute minutes to owners	Included
Distribute levy notices.	Included
Collect levies	Included
Send reminders to late payers	Included
Arrange insurance reviews	Included
Lodge routine Insurance Claims	Included
Maintain bank accounts	Included
Arrange quotations for services required under the Unit Titles (Management) Act 2011 (e.g. sinking fund reports, building maintenance plans etc.)	Included
Maintain the Corporate Register	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors.	Included
Arrange routine repairs and maintenance.	Included
Make routine payments to contractors upon approval by the EC.	Included
Instigate collection procedures against non-payers.	Included
Register and upload Body Corporate information onto Whittles operating system	Included
Establish all user licences for owners to access and connect to the data base	Included

Cyber Technology and Security Defence Layers	Included
Data Security Defence Systems	Included
Provide Access to Electronic Online voting	Included
Printing, copying, stationery, telephone, postage, IT, software, archive.	Included

SCHEDULE B – ADDITIONAL SERVICES

EXECUTIVE COMMITTEE MEETINGS

- Preparing and distributing notices of executive committee meetings.
- Attending executive committee meetings.
- Preparing and distributing minutes of executive committee meetings.

GENERAL MEETINGS OTHER THAN THE ANNUAL GENERAL MEETING

- Preparing and distributing notices of additional general meetings.
- Attending additional general meetings.
- Preparing and distributing minutes of additional general meetings.

REPAIRS AND MAINTENANCE

- Arranging building inspections and reports for non-routine maintenance and Non-Standard Work.
- Arranging (including, as directed, obtaining quotes, liaising with contractors or executing contracts) for appropriately qualified and insured contractors to undertake non-routine repairs and maintenance and Non-Standard Work (without consent if the works are within the Limit of Expenditure).
- Attending to out of hours call outs.

INSURANCE

- Preparing and lodging non-routine insurance claims (in excess of 60 mins per claim).
- Administering claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.
- Preparing and lodging insurance claims and other related activities with Insurance Brokers other than MGA Insurance Brokers Pty Ltd.

RULES

- Issuing and serving notice to comply with the rules.

ACCOUNTING

- GST related activities (including BAS preparation and lodgement).
- Preparation and lodgement of any annual tax return required by law;
- Assisting an auditor if applicable.
- Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.

UNIT TITLE CERTIFICATES

- Providing unit title certificates in accordance with section 119 of the Management Act or attending to requisitions.

GENERAL

- Initiate debt recovery action for all outstanding levies as required.
- Representing the Owners Corporation in tribunal or court proceedings.

- Briefing solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, tribunal, or court proceedings).
- Briefing solicitors in relation to provision of non-dispute related advice.
- Assisting the Executive Committee in drafting, amending, or reviewing the rules of the Owners Corporation as defined in the Management Act.
- Assisting the Owner's Corporation in the renewal of lease or change in units of entitlement.
- Assisting the Owner's Corporation in changing the lease purpose clause
- Any other services requested by the Owner's Corporation, (which are not Agreed Services) that can be provided by the Agent.

SCHEDULE C – ADDITIONAL SERVICES RATES

Additional Service Rates - Professional & Administration Fees*

No.	Item	Charge per unit (GST Incl)	Unit
1.	Prepare & distribute notices of Executive Committee meetings	\$110.00	Per hour Minimum charge of 1 hour
2.	Attend executive committee meetings during office hours	\$185.00	Per hour Minimum charge of 1 hour
3.	Attend executive committee meetings outside office hours	\$220.00	Per hour Minimum charge of 1 hour
4.	Prepare & distribute executive committee meeting minutes to all owners for meetings	\$110.00	Per hour Minimum charge of 1 hour
5.	Prepare & distribute notice of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
6.	Attend general or extraordinary meetings during office hours (other than the annual general meeting)	\$185.00	Per hour Minimum charge of 1 hour
7.	Attend general or extraordinary meetings outside office hours (other than the annual general meeting)	\$220.00	Per hour Minimum charge of 1 hour
8.	Prepare & distribute minutes of general or extraordinary meeting (other than the annual general meeting)	\$110.00	Per hour Minimum charge of 1 hour
9.	Attending meeting with executive committee or contractors during office hours	\$185.00	Per hour Minimum charge of 1 hour
10	Attending meeting with executive committee or contractors outside office hours (weekdays)	\$220.00	Per hour Minimum charge of 1 hour
11	Prepare and lodge non-routine insurance claims which take more than 60 minutes to prepare	\$220.00	Per hour charged in 15 min intervals
12	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities.	\$185.00	Per hour charged in 15 min intervals
13	Additional financial reports or reports prepared to specific requirements	\$185.00	Per hour charged in 15 min intervals
14	Assist auditor in providing accounts and records for audit	\$150.00	Per hour charged in 15 min intervals
15	Public Officer Compliance	\$165.00	GST Registered groups only
16	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
17	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$185.00	Per hour charged in 15 min intervals
18	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$220.00	Per hour charged in 15 min intervals

19	Assist the executive committee in drafting Rules, amendments to Rules, & Rules reviews	\$150.00	Per hour charged in 15 min intervals
20	Issue non-standard communication i.e.: notice to all owners/residents, issue of house rules etc	\$110.00	Per hour (Minimum Charge \$55.00)
21	Renewal of lease or change in units of entitlement	\$250.00	Per unit. A minimum charge of \$2,000.00 (plus costs)
22	Change to lease purpose clause	\$185.00	Per hour charged in 15 min intervals
23	Adjourned/other meeting charge	\$185.00 \$220.00	Per hour or part thereof during business hours Per hour or part thereof after hours
24	After hours call out	\$250.00	Per hour or part thereof (plus travel time)
25	Lodgement of taxation return	\$275.00	Per return
26	Lodgement of quarterly BAS	\$275.00	Per statement
27	Attending to other GST or tax related activities	\$185.00	Per hour charged in 15 min intervals
28	Section 119 certificates and requisitions	*\$320.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
29	Updated Section 119 certificates (outside of 4 months)	*\$159.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
30	Book inspection	*\$121.00	At cost (paid by the applicant) *Fee may vary in accordance with the Ministers determination as per the Unit Titles (Management) Act 2011.
31	Levy arrears notices (to be recharged to defaulting owner):	\$44.00	Final Notice
32	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$185.00 \$185.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
33	Assistance with management of building defects	\$185.00	Per hour charged in 15 min intervals
34	Major project coordination (i.e.: roof replacement, internal/external painting, fence replacement etc)	\$180.00	Per hour charged in 15 min intervals
35	Handover & Exit Fee	\$10.00	Pet lot (minimum charge \$500)

These fees have been negotiated between the parties to agreement the **owner's unit plan no:**

Date:

SCHEDULE D – DISCLOSURE SCHEDULE

1. The Owners Corporation acknowledges that the Manager will refer all insurances via MGA Insurance Brokers Pty Ltd unless otherwise directed by the Owners Corporation.
- 1.1 This arrangement does not oblige the Owners Corporation to utilise MGA Insurance Brokers Pty Ltd and the Owners Corporation are free to direct their chosen insurance through their nominated insurance broker or insurance agent.
- 1.2 The Agent may receive rebates, commissions, or discounts from third party suppliers. All such rebates, commissions or discounts that are in place at the date of this Agreement are set out in Clause 10 or as otherwise notified in writing to the Owners Corporation from time to time.
- 1.3 Supplier - MGA Insurance Brokers Pty Ltd
Amount of commission - 55% on commissions and brokerage earned by MGA Insurance Brokers Pty Ltd
- 1.4 Providers that are associates of the Manager and the nature of the relationship.
 - (a) Name of Company:
MGA Insurance Brokers Pty Ltd
ABN 29 008 096 277
Relationship: Various Common Shareholders
 - (b) Name of Company:
Millennium Underwriting Agencies Pty Ltd
ABN 38 079 194 095
Relationship: Various Common Shareholders
 - (c) Name of Company
Swiftaccess Pty Ltd
ABN 19 165 827 565
Relationship: Various Common Shareholders
 - (d) Name of Company
Swift Collect Pty Ltd
ABN 29 603 339 304
Relationship: Various Common Shareholders
 - (e) Name of Company
Strata Utility Networks Australia Pty Ltd
ABN 91 624 286 620
Relationship: Various Common Shareholders



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	HU0006163371
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	03/02/2026 to 03/02/2027 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.16840
Situation	60 MACLEAY STREET TURNER ACT 2612

Sections

Section 1 – Insured Property

Building: \$9,500,000
Common Area Contents: \$95,000
Loss of Rent & Temporary Accommodation (total payable): \$1,425,000
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$1,425,000
Extended Cover - Loss of Rent & Temporary Accommodation: \$213,750
Escalation in Cost of Temporary Accommodation: \$71,250
Cost of Removal, Storage and Evacuation: \$71,250
Machinery Breakdown: Not Selected
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

27/02/2026

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.

Residential energy rating report Non-accredited No. 0009137407-01

Generated on 21 Mar 2024 using BERS Pro v5.1.7 (3.22)

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

Property

Address Unit 8, 9, 10, 60-62 MacLeay Street,
Turner , ACT , 2612

Lot/DP Lot DP B23-24 S62 Turner

NCC Class* 1a

Floor/all Floors G of 4 floors

Type New Home

Plans

Main plan Job No - 22021

Prepared by KnD Architects

Construction and environment

Assessed floor area [m2]*	Exposure type
Conditioned* 134.8	Suburban
Unconditioned* 8.9	
Total 198.4	NatHERS climate zone
Garage 54.7	24 Canberra

Rater**

Name Sulaiman Akbari

Business name Arc Essentials

Email arcessentials@hotmail.com

Phone 0468920700

Declaration of interest Declaration not completed

NCC Requirements

NCC provisions Volume Two

Strate/Territory variation Yes

National Construction Code (NCC) requirements

The NCC allows the use of NatHERS accredited software to comply with the energy efficiency requirements for houses (Class 1 buildings) and apartments (Class 2 sole-occupancy units and Class 4 parts of buildings). The applicable requirements for houses are detailed in Specification 42 of NCC Volume Two. For apartments the requirements are detailed in clauses J3D3 and J3D15 of NCC Volume One.

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

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

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

Thermal performance Star rating

7.4

star rating

104.8 MJ/m²

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

Thermal performance [MJ/m²]

Limits taken from ABCB Standard 2022

	Heating	Cooling
Modelled	80.3	24.4
Load limits	129.0	34.0

Features determining load limits

Floor Type (lowest conditioned area)	CSOG
NCC climate zone 1 or 2	No
Outdoor living area	No
Outdoor living area ceiling fan	No

Whole of Home performance rating

No Whole of Home performance rating generated for this report.

Verification

To verify this certificate, scan the QR code or visit hstar.com.au/QR/Generate?p=IFKRgSNuM. When using either link, ensure you are visiting hstar.com.au



About the ratings

Thermal performance rating

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

Whole of Home performance rating

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

Heating & Cooling Load Limits

Additional information

In some locations under the NCC NatHERS pathway, separate heating and cooling load limits may apply. Minimum required star ratings in northern parts of Australia may also be affected by the presence or absence of an outdoor living area and/or an outdoor living area ceiling fan. Refer to the *ABCB Standard 2022.1: NatHERS heating and cooling load limits* for details or contact the relevant local building regulating authority, noting that State and Territory variations may also apply.

Setting Options:

Floor Type:

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

NCC Climate Zone 1 or 2:

- Yes
- No
- NA – Not Applicable

Outdoor Living Area:

- Yes
- No
- NA – Not Applicable

Outdoor Living Area Ceiling Fan:

- Yes
- No
- NA – Not Applicable



Predicted onsite renewable energy impact

No Whole of Home performance assessment conducted for this certificate.

Predicted Whole of Home annual impact by appliance

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

Energy use



Greenhouse gas emissions



Cost



* Refer to glossary.** Refer explanatory notes.

Report check

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

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

Report check	Approval Stage		Construction Stage		
	Rater checked	Consent Authority/ Surveyor checked	Builder checked	Consent Authority Surveyor checked	Occupancy/Other
Genuine report check					
Does this report match the one available at the web address or QR code verification link on the front page?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the report number on the stamped plans match the number on this Report?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thermal performance check					
Windows and glazed doors					
Does the window size, opening type and location shown on the NatHERS-stamped plans or as installed match what is shown in 'Window and glazed door schedule' and 'Roof window schedule' tables on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the installed windows meet the substitution tolerances (AFRC* based SHGC* and U-values*) as shown in the 'Window and glazed door type and performance' and 'Roof window type and performance' tables on this Report?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
External walls					
Does the external wall bulk insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the External wall type table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the external wall shade (colour) match what is shown in the 'External wall type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floor					
Does the floor insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Floor type' table on this report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling penetrations*					
Does the 'quantity' and 'type' of ceiling penetrations* (e.g. downlights, exhaust fans, etc) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling penetrations' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling					
Does the ceiling insulation (R-value) shown on the NatHERS-stamped plans or as installed match what is shown in the 'Ceiling type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof					
Does the external roof shade (colour) on the NatHERS stamped plans or as installed match what is shown in the 'Roof type' table on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apartment entrance doors (NCC Class 2 assessments only)					
Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Report.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exposure*					
Has the appropriate exposure type (terrain) (shown on page 1) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling load limits*					
Do the load limits settings (shown on page 1) match what is shown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Refer to glossary.** Refer explanatory notes.

Report check

Continued

	Approval Stage		Construction Stage		Occupancy/Other
	Rater checked	Consent Authority/ Surveyor checked	Builder checked	Consent Authority Surveyor checked	

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

Thermal bridging

Does the dwelling meet the NCC requirement for thermal bridging?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Insulation installation method

Has the insulation been installed according to the NCC requirements?			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Building sealing

Does the dwelling meet the NCC requirements for Building Sealing?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Whole of Home performance check (not applicable if a Whole of Home performance assessment is not conducted)

Appliances

Does the cooling appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the Appliance schedule on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the heating appliance/s type, location and efficiency/performance shown on the NatHERS-stamped plans or installed, match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the hot water system type and efficiency/performance shown on the NatHERS-stamped plans or as installed match the location and minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the pool pump efficiency/performance shown on the NatHERS-stamped plans or as installed match the minimum efficiency/performance requirements shown in the 'Appliance schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the onsite renewable energy system type, orientation and system size or generation capacity shown on the NatHERS stamped plans or installed match the 'Onsite Renewable Energy schedule' on this Report?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Additional NCC Requirements for Services (not included in the NatHERS assessment)

Does the lighting meet the artificial lighting requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Does the hot water system meet the additional requirements specified in the NCC?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Provisional values* check

Have provisional values* been used in the assessment and, if so, are they noted in 'Additional notes' table below?	<input type="checkbox"/>	<input type="checkbox"/>			
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Other NCC requirements

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

Additional notes

Room schedule

Room	Zone Type	Area [m ²]
Garage	Garage	54.69
Lower Entry/Sta	Daytime	7.96
Living/Kitch/Di	Kitchen/Living	47.38
Ground Stairs	Daytime	5.42
Ground PWD	Unconditioned	2.78
Bed 2	Bedroom	12.38
Bed 1	Bedroom	15.95
Bed 2 Ens	Nighttime	5.68
L1 Stair/Corrid	Daytime	12.5
Bed 1 Ens	Nighttime	6.31
Upper Family	Living	13.67
Bed 3	Bedroom	12.68
Upper Stairs	Daytime	3.9
Upper Ens	Unconditioned	6.13

Window and glazed door type and performance

Default windows*

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

Custom windows*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
AWS-049-08 B	726 Thermal Heart Fixed Window SG LightbridgeNeutralSO_6mm_12Ar_6mm	2.1	0.36	0.34	0.38
VEL-011-02 W	VELUX FS - Fixed Skylight DG 3mm LoE 366 / 10.5mm Argon Gap / 3mm Clear	2.7	0.24	0.23	0.25

Window and glazed door schedule

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Living/Kitch/Di	AWS-049-08 B	W2	2450	3340	Sliding	45	W	No

* Refer to glossary.** Refer explanatory notes.

Location	Window ID	Window no.	Height [mm]	Width [mm]	Window type	Opening %	Orientation	Window shading device*
Living/Kitch/Di	AWS-049-08 B	W1	2100	900	Awning	10	N	No
Living/Kitch/Di	AWS-049-08 B	n/a	2450	3340	Sliding	45	E	No
Ground PWD	AWS-049-08 B	n/a	1200	900	Awning	10	W	No
Bed 2	AWS-049-08 B	n/a	2450	2850	Sliding	45	W	No
Bed 1	AWS-049-08 B	n/a	2450	2400	Sliding	45	E	No
Bed 2 Ens	AWS-049-08 B	n/a	600	1000	Awning	10	S	No
Bed 1 Ens	AWS-049-08 B	n/a	1400	1000	Sliding	10	E	No
Upper Family	AWS-049-08 B	W3	1800	3000	Awning	10	W	No
Bed 3	AWS-049-08 B	W4	1800	2400	Awning	10	E	No
Upper Ens	AWS-049-08 B	W5	1800	1000	Awning	10	E	No

Roof window* type and performance value

Default roof windows*

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

Custom roof windows*

Window ID	Window Description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
VEL-011-02 W	VELUX FS - Fixed Skylight DG 3mm LoE 366 / 10.5mm Argon Gap / 3mm Clear	2.7	0.24	0.23	0.25

Roof window* schedule

Location	Window ID	Window no.	Opening %	Height [mm]	Width [mm]	Orientation	Outdoor shade	Indoor shade
Upper Family	VEL-011-02 W	S1	0	1200	900	W	No	No

Skylight* type and performance

Skylight ID	Skylight description	Skylight shaft reflectance
No Data Available		

Skylight* schedule

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

External door schedule

Location	Height [mm]	Width [mm]	Opening %	Orientation
Garage	2400	3600	90	W
Lower Entry/Sta	2400	820	90	W
Living/Kitch/Di	2400	1200	90	E

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade [colour]	Bulk insulation [R-value]	Reflective wall wrap*
EW-1	Timber Stud Frame Brick Veneer	0.5		No insulation	No
EW-2	Concrete Block	0.5		No insulation	No
EW-3	Timber Stud Frame Brick Veneer	0.5		Reflective foil with bulk no gap R2.7	Yes
EW-4	EPS Direct Fix Timber Stud Frame	0.5		Reflective foil with bulk no gap R2.7	Yes
EW-5	Fibro Timber Stud Frame Panel on Battens	0.5		Reflective foil with bulk no gap R2	Yes
EW-6	Fibro Timber Stud Frame Panel on Battens	0.85		Reflective foil with bulk no gap R2.7	Yes
EW-7	Timber Stud Frame Brick Veneer	0.5		Reflective foil with bulk no gap R2.5	Yes

External wall schedule

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Garage	EW-1	2530	4295	W	0	No
Garage	EW-2	2530	5400	E	0	No
Lower Entry/Sta	EW-3	2530	1095	W	0	No
Living/Kitch/Di	EW-4	2700	4295	W	1300	No
Living/Kitch/Di	EW-4	2700	1500	E	1200	No
Living/Kitch/Di	EW-4	2700	1200	N	1500	No
Living/Kitch/Di	EW-4	2700	3900	E	0	No
Ground PWD	EW-4	2700	1300	S	4300	No

* Refer to glossary.** Refer explanatory notes.

Location	Wall ID	Height [mm]	Width [mm]	Orientation	Horizontal shading feature* maximum projection [mm]	Vertical shading feature [yes/no]
Ground PWD	EW-4	2700	1100	W	0	No
Ground PWD	EW-4	2700	1400	N	0	No
Bed 2	EW-4	2700	3195	W	1400	No
Bed 1	EW-4	2700	3195	E	1200	No
Bed 2 Ens	EW-4	2700	1400	S	3200	No
Bed 2 Ens	EW-4	2700	2200	W	0	No
Bed 1 Ens	EW-4	2700	2195	E	1200	No
Upper Family	EW-6	2530	4395	W	600	No
Bed 3	EW-6	2530	3195	E	600	No
Upper Stairs	EW-7	2530	995	W	600	No
Upper Ens	EW-6	2530	2195	E	600	No

Internal wall type

Wall ID	Wall type	Area [m ²]	Bulk insulation
IW-001	Timber Stud Frame, Direct Fix Plasterboard	2.78	Bulk Insulation, No Air Gap R2
IW-002	Shaft liner party wall with plaster	191.95	Bulk Insulation both sides of air gap R2.5
IW-003	Timber Stud Frame, Direct Fix Plasterboard	102.99	No insulation

Floor type

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Garage	Concrete Slab on Ground 100mm	54.69	None	No Insulation	Ceramic Tiles 8mm
Lower Entry/Sta	Concrete Slab on Ground 100mm	7.96	None	Bulk Insulation in Contact with Floor R1	Ceramic Tiles 8mm
Living/Kitch/Di / Garage	Timber Framed Timber Above Plasterboard 19mm	47.38		Bulk Insulation R5	Cork Tiles or Parquetry 8mm
Ground Stairs / Lower Entry/Sta	Timber Framed Timber Above Plasterboard 19mm	1.85		No Insulation	Cork Tiles or Parquetry 8mm
Ground PWD / Lower Entry/Sta	Timber Framed Timber Above Plasterboard 19mm	2.78		No Insulation	Cork Tiles or Parquetry 8mm
Bed 2 / Living/Kitch/Di	Timber Framed Timber Above Plasterboard 19mm	12.39		No Insulation	Carpet+Rubber Underlay 18mm

* Refer to glossary.** Refer explanatory notes.

Location	Construction	Area [m ²]	Sub-floor ventilation	Added insulation [R-value]	Covering
Bed 1 / Living/Kitch/Di	Timber Framed Timber Above Plasterboard 19mm	15.95		No Insulation	Carpet+Rubber Underlay 18mm
Bed 2 Ens / Living/Kitch/Di	Timber Framed Timber Above Plasterboard 19mm	1.29		No Insulation	Ceramic Tiles 8mm
Bed 2 Ens / Ground PWD	Timber Framed Timber Above Plasterboard 19mm	2.71		No Insulation	Ceramic Tiles 8mm
Bed 2 Ens	Suspended Floor Timber Frame 19mm	1.62	Open	Bulk Insulation in Contact with Floor R5	Ceramic Tiles 8mm
L1 Stair/Corrid / Living/Kitch/Di	Timber Framed Timber Above Plasterboard 19mm	3.79		No Insulation	Cork Tiles or Parquetry 8mm
L1 Stair/Corrid / Ground Stairs	Timber Framed Timber Above Plasterboard 19mm	2.61		No Insulation	Cork Tiles or Parquetry 8mm
Bed 1 Ens / Living/Kitch/Di	Timber Framed Timber Above Plasterboard 19mm	6.31		No Insulation	Ceramic Tiles 8mm
Upper Family / Bed 2	Timber Framed Timber Above Plasterboard 100mm	4.80		No Insulation	Carpet+Rubber Underlay 18mm
Upper Family / Bed 1	Timber Framed Timber Above Plasterboard 100mm	2.86		No Insulation	Carpet+Rubber Underlay 18mm
Upper Family / L1 Stair/Corrid	Timber Framed Timber Above Plasterboard 100mm	5.75		No Insulation	Carpet+Rubber Underlay 18mm
Bed 3 / Bed 1	Timber Framed Timber Above Plasterboard 100mm	12.68		No Insulation	Carpet+Rubber Underlay 18mm
Upper Stairs / L1 Stair/Corrid	Timber Framed Timber Above Plasterboard 100mm	1.40		No Insulation	Carpet+Rubber Underlay 18mm
Upper Ens / Bed 1 Ens	Timber Framed Timber Above Plasterboard 100mm	6.13		No Insulation	Carpet+Rubber Underlay 18mm

Ceiling type

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Garage	Plasterboard on Timber	Bulk Insulation R6	
Garage	Timber Framed Timber Above Plasterboard	Bulk Insulation R5	
Lower Entry/Sta	Timber Framed Timber Above Plasterboard	No Insulation	
Living/Kitch/Di	Plasterboard on Timber	Bulk Insulation R6	
Living/Kitch/Di	Timber Framed Timber Above Plasterboard	No Insulation	
Ground Stairs	Timber Framed Timber Above Plasterboard	No Insulation	
Ground PWD	Timber Framed Timber Above Plasterboard	No Insulation	
Bed 2	Plasterboard on Timber	Bulk Insulation R6	

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap* [yes/no]
Bed 2	Timber Framed Timber Above Plasterboard	No Insulation	
Bed 1	Timber Framed Timber Above Plasterboard	No Insulation	
Bed 2 Ens	Plasterboard on Timber	Bulk Insulation R6	
L1 Stair/Corrid	Plasterboard on Timber	Bulk Insulation R6	
L1 Stair/Corrid	Timber Framed Timber Above Plasterboard	No Insulation	
Bed 1 Ens	Timber Framed Timber Above Plasterboard	No Insulation	
Upper Family	Plasterboard on Timber	Bulk Insulation R6	
Bed 3	Plasterboard on Timber	Bulk Insulation R6	
Upper Stairs	Plasterboard on Timber	Bulk Insulation R6	
Upper Ens	Plasterboard on Timber	Bulk Insulation R6	

Ceiling penetrations*

Location	Quantity	Type	Diameter [mm]	Sealed/unsealed
No Data Available				

Ceiling fans

Location	Quantity	Diameter [mm]
Bed 2	1	1400
Bed 1	1	1400
Upper Family	1	1400
Bed 3	1	1400

Roof type

Construction	Added insulation [R-value]	Solar absorptance	Roof shade[colour]
Timber Shingles Timber Frame	Bulk Insulation, No Air Gap Above R1.3	0.5	Medium
Corrugated Iron Timber Frame	Bulk Insulation, No Air Gap Above R1.3	0.5	Medium
Corrugated Iron Timber Frame	Bulk Insulation, No Air Gap Above R1.3	0.85	Dark

Thermal bridging schedule for steel frame elements

Building element	Steel section dimensions [height x width, mm]	Frame spacing [mm]	Steel thickness [BMT,mm]	Thermal break [R-value]
No Data Available				

Appliance schedule

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

Note: A flat assumption of 5W/m² is used for lighting, therefore lighting is not included in the appliance schedule.

Cooling system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available				

Heating system

Appliance/ system type	Location	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available				

Hot water system

Appliance/ system type	Fuel type	Hot Water CER Zone	Minimum efficiency /STC	Zone 3 STC	Zone 3 Substitution tolerance ranges		Assessed daily load [litres]
					lower limit	upper limit	
No Data Available							

Pool/spa equipment

Appliance/ system type	Fuel type	Minimum efficiency/ performance	Recommended capacity
No Data Available			

Onsite Renewable Energy Schedule

System Type	Orientation	System Size Or Generation Capacity
No Data Available		

Battery Schedule

System Type	Size [Battery Storage Capacity]
No Data Available	

Explanatory notes

About this report

This report is non-accredited and has been prepared by a non-accredited assessor (Rater**). This is distinct from a NatHERS Certificate.

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

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

The Whole of Home performance rating uses information about the home's appliances and onsite energy generation and storage to estimate the home's energy value*.

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

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

Rater

Non-accredited assessors (Raters) are not required to have any formal qualifications, insurance, ongoing professional development or quality assurance checks on their ratings. This is distinct from NatHERS accredited assessors who are required to have qualifications, ongoing professional development and have

quality assurance checks on their ratings.

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

Any questions or concerns about this report should be directed to the rater in the first instance. If the rater is unable to address these questions or concerns, the state or territory building code authority should be contacted.

Disclaimer

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

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

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

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

Glossary

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

* Refer to glossary.** Refer explanatory notes.



Certificate of Occupancy and Use

Certificate No.: **B20241364C1**

**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
	23	62	TURNER	CANBERRA CENTRAL	Australian Capital Territory

Plans
B20241364/A
B20241364/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a	New Standard	RESIDENCE	New 11 Townhouses over Garage incl Class 10a	NA		B20241364N1	HATCH BUILDING GROUP PTY LTD

Comments

Important Note:

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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: Sian OSullivan

Issued on: 03/02/2026

Delegate of the ACT Construction
Occupations Registrar.



AZIMUT NO 6 PTY LTD
141 ANNETTES PARADE
MOSSY POINT NSW 2537

Our reference: 7164763348128

Phone: **13 28 66**

11 November 2025

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	2411162095091
Vendor name	AZIMUT NO 6 PTY LTD
Clearance Certificate Period	21 December 2023 to 10 November 2026

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**

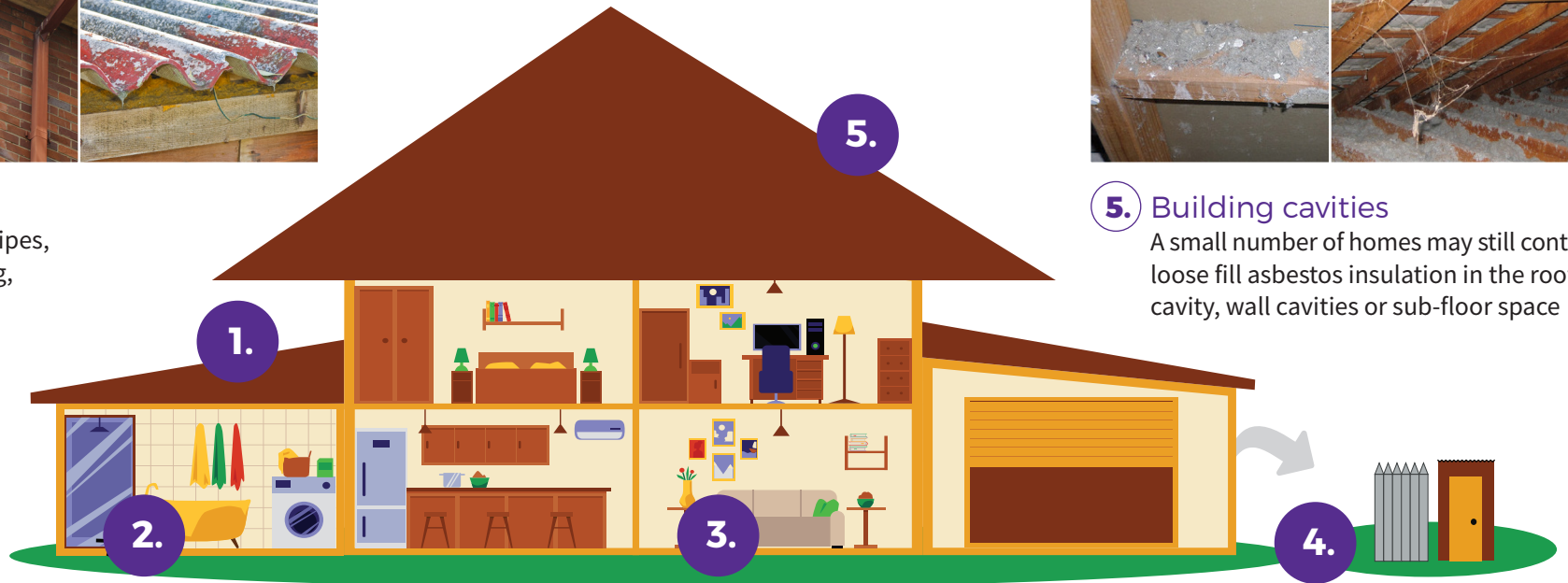
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

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

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

Assess the risk

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

Asbestos materials become dangerous when:



Broken or in poor
condition



Damaged
accidentally



Disturbed during
renovation or repairs



Loose fill asbestos
insulation



Manage asbestos safely

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

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

For more information, visit www.worksafe.act.gov.au or call Access Canberra contact centre – 13 22 81

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

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

*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

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

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

Section 56 Certificate means a certificate for a Lot issued under section 56 of the Community Title Act;

Section 67 Statement means a statement for a Lot complying with section 67(2)-(4) of the Community Title Act;

Service includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television, or water service;

Staged Development has the meaning given by section 17(4) of the Unit Titles Act;

Tenancy Agreement includes a lease for any term and whether for residential purposes or otherwise;

Unapproved Structure has the meaning in the Sale of Residential Property Act;

Unit means the Unit referred to in the Schedule and which has the meaning in the Unit Titles Act;

Unit Entitlement for the Unit has the meaning in the Unit Titles Act;

Unit Title is the Lease together with the rights of the registered lessee of the Unit;

Unit Title Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management Act;

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

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

Units Plan means all the documents relating to the subdivision of the Land registered as the Units Plan for the Unit under the *Land Titles (Unit Titles) Act 1970*; and

Withholding Law means Subdivision 14 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and associated provisions.

1.2 In this Contract:

- a reference to the Seller or to the Buyer includes the executors, administrators and permitted assigns of any of them, if an individual, and the successors or permitted assigns of any of them, if a corporation;
- the singular includes the plural, and the plural includes the singular;
- a reference to a person includes a body corporate;
- a term not otherwise defined has the meaning in the Legislation Act; and
- a reference to an Act includes a reference to any subordinate legislation made under it or any Act which replaces it.

1.3 Headings are inserted for convenience only and are not part of this Contract.

1.4 If the time for something to be done or to happen is not a Business Day, the time is extended to the next Business Day, except in the case of clause 2.1.

1.5 A reference to “this Contract” extends to the Schedule, any annexure, additional clauses and attachments forming part of this Contract.

1.6 If there is more than one buyer or more than one seller the obligations which they undertake bind them jointly and individually.

1.7 Where the Buyer consists of more than one person, as between themselves, they agree to buy the Property in the specified manner of Co-ownership or if one alternative is not marked, as joint tenants.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

2. Terms of payment

2.1 The Buyer must pay the Deposit on the Date of this Contract, to the Stakeholder or, if no Stakeholder is named, then to the Seller.

2.2 The Deposit becomes the Seller’s property on Completion.

2.3 The Deposit may be paid by cheque or in cash (up to \$3,000.00) but if it is not paid on time or, if it is paid by cheque which is not honoured on first presentation, the Buyer is in default.

2.4 If the Buyer is in default under clause 2.3, then immediately and without the notice otherwise necessary under clause 18, clause 19 applies.

2.5 On Completion the Buyer must give the Seller an authority directing the Stakeholder to account to the Seller for the Deposit.

2.6 On Completion the Buyer must pay to the Seller in Canberra the Balance of the Price by unendorsed bank cheque, or in cash (up to \$200.00).

2.7 Any money payable to the Seller by the Buyer or the Stakeholder must be paid to the Seller or as the Seller Solicitor directs in writing and payment in accordance with that direction will be sufficient discharge to the person paying.

2.8 Completion must take place on the Date for Completion or as otherwise determined by this Contract and if not specified or determined, within a reasonable time.

3. Title to the Lease

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

4. Restrictions on transfer

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

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

5. Particulars of title and submission of transfer

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

6. Buyer rights and limitations

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

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

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

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

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

8. Adjustments

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

9. Terms of possession

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

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

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

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

12. Additional Seller obligations

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

13. Electronic transaction

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

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

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

Conveyancing Transaction has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

Electronic Workspace has the meaning given in the Participation Rules;

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

ELN has the meaning given in the Participation Rules;

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

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

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

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

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

Nominated ELN means the ELN specified in the Schedule;

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

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

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

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

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

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

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

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

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

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

14. Off the plan purchase and Compliance Certificate

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

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

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

15. Goods

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

15.2 The Goods are included in the Price.

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

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

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

16. Errors and misdescriptions

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

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

16.1.2 if the error is not corrected before Completion:

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

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

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

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

17. Compensation claims by Buyer

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

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

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

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

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

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

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

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

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

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

20. Termination – Seller default

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

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

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

21. Rescission

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

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

22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
 - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
 - 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
 - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to, the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. Damage or destruction before Completion

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

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

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

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

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

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

38. Rescission of Contract

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

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

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

39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

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

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

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

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

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

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

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

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

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

52. Deposit by Instalments

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

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

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

52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and

52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

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

52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.

52.5 If the First Instalment of the Deposit is:

52.5.1 not paid on time and in accordance with clause 52.3; or

52.5.2 paid by cheque and the cheque is not honoured on first presentation,

the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.

52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.

52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

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

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

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

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

53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.

53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.

53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.

53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.

53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:

53.6.1 21 days after a written request from the Seller; or

53.6.2 7 days prior to the Date for Completion, whichever is the earlier.

53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

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

Unit 10 UP No. 16840
Block 40 Section 62 Turner