

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

Schedule

Land	The unexpired term of the Lease	Unit 2	UP No.	Block 1	Section 65	Division/District Macgregor
	and known as 2/11 Prevost Place, MacGregor ACT					
Seller	Full name	MJLE Property One Pty Ltd				
	ACN/ABN	606 691 310				
	Address	351 Marked Tree Road, Gundaroo NSW 2620				
Seller Solicitor	Firm	Meyer Vandenberg				
	Ref	Kim Cosgrove : [1802749]				
	Phone	02 6279 4444	Fax	02 6279 4455		
	DX/Address	GPO Box 764 Canberra ACT 2601		DX 5647		
Stakeholder	Name	Meyer Vandenberg Trust Account				
Seller Agent	Firm	Fuse Property				
	Ref	Kellie O'Connor				
	Phone	0499350757	Fax			
	DX/Address	PO Box 7079 KARABAR NSW 2620				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and Special Conditions				
Goods	Description	As inspected				
Date for Registration of Units Plan		In accordance with Special Condition 54.1 (dd)				
Date for Completion		In accordance with Special Condition 64.2 (dd)				
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 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					
	Phone					
	DX/Address					
Price	Price	\$	(GST inclusive unless otherwise specified)			
	Less deposit	\$	(10% of Price)		<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
	Balance	\$				
Date of This Contract						

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing

Before signing this contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller Witness name and signature	Buyer Witness name and signature

172490
GENERAL POST OFFICE

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 edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding
- ☐ any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title — 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). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- ☒ proposed plan
- ☐ inclusions list

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

- ☐ Units Plan concerning the Property
- ☐ current editions of the certificate of title for the Common Property
- ☐ (if the unit is a Class A Unit) minutes of meetings of the Owners Corporation and executive committee for the 2 years before the Property was advertised or offered for sale
- ☐ Section 119 Certificate
- ☐ registered variations to the articles of the Owners Corporation

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

- ☐ proposed Units Plans or sketch plan
- ☐ inclusions list
- ☒ the Default Rules
- ☒ details of any contract the Developer intends the Owners Corporation to enter, including:
 - the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - any personal or business relationship between the Developer and another party to the contract
- ☒ the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered
- ☐ if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the 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

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

Supplier	Name		
	ABN		
	Business address	Phone	
	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;

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;

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;

Compliance Certificate means a certificate issued for the Lease under section 296 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 Unit has the meaning in the Unit Titles Act; 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;

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;

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;

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 and Development Act 2007* (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;

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 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 119 Certificate means a certificate for the Unit issued under section 119 of the Unit Titles Management 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 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;
- 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.

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 1925*.

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

unconditional consent referred to in section 298 of the Planning Act. A Restriction on Transfer referring to "section 298" refers to this restriction.

- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A 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 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),

and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

- 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 Subject to clause 8.2:

- 8.1.1 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; and

- 8.1.2 the parties must pay any adjustment of the Income and Land Charges calculated under this clause on Completion.

- 8.2 If the Property is liable to land tax, the Seller must pay it on or before Completion and no adjustment of land tax will be made if the Buyer warrants (in writing if the Seller requires it) that the Buyer is or will on Completion be entitled to an exemption from land tax.

- 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. Compliance Certificate**
- 13.1 The Seller must give to the Buyer on Completion a Compliance Certificate unless:
 - 13.1.1 the Lease does not contain a Building and Development Provision; or
 - 13.1.2 the Lease is sold subject to non compliance with the Building and Development Provision within the meaning of clause 4.2; or
 - 13.1.3 a Compliance Certificate has issued before the Date of this Contract and is either noted on the certificate of title for the Lease or the Seller gives to the Buyer other evidence acceptable to the Registrar General that a Compliance Certificate has issued.
 - 13.2 The Seller must give to the Buyer on Completion evidence of approval to conduct any Development on the Land unless:
 - 13.2.1 approval for the Development has been granted by the relevant authority before the Date of this Contract; or
 - 13.2.2 the Development is disclosed as a Breach of Covenant in this Contract.
- 14. Off the plan purchase**
- 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, 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.

15. Goods

- 15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.
- 15.2 The Goods are included in the Price.
- 15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.
- 15.4 The Goods become the Buyer's property on Completion.
- 15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

16. Errors and misdescriptions

- 16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:
 - 16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and
 - 16.1.2 if the error is not corrected before Completion:
 - (a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and
 - (b) for an error that is not material — complete this Contract and make a claim for compensation.
- 16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.
- 16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

17. Compensation claims by Buyer

- 17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:
 - 17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:
 - (a) the total amount claimed exceeds 5% of the Price;
 - (b) the Seller gives notice to the Buyer of an intention to rescind; and

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

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

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

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

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;

- (d) the decision of the arbitrator is final and binding;

- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;

- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;

- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and

- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
- 18.3.1 not be in default; and
- 18.3.2 be ready willing and able to complete but for some default or omission of the other party.
- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
- 18.6.1 must specify the default;
- 18.6.2 must require the party served with the Default Notice to rectify the default within 7** days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
- 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.

- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

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

* Alter as necessary
 ** Alter as necessary

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 of %* per annum 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 of %** per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

22.1.3 the amount of \$440.00* (including GST) 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.

* Insert percentage

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;

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 by delivering 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 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).

- 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.

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; 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 materially 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. Section 119 Certificate

- 36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(5) for the Section 119 Certificate attached.

37. Unregistered Units Plan

- 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 Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
- 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
- (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
- (b) any personal or business relationship between the Developer and another party to the contract;
- 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
- 37.9.4 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; and
- 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

37.11.2 the Buyer is significantly prejudiced because the disclosure is incomplete or inaccurate.

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if 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 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 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
- 38.2.2 in any other case — not later than 14 days after the later of the following happens:
- (a) the Date of this Contract;
- (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels 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 or 33.3.1 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.

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).

After us necessary

- 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 RFW 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 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.
- 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.

SPECIAL CONDITIONS

54 DEFINITIONS & INTERPRETATION

54.1 Definitions

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

- (a) **Apartment Area** means in relation to the Unit the sum of:
 - (i) the figure shown as the 'Total Gross Floor Area' on the spreadsheet included in the Plans and Specifications, measured as follows:
 - A. to the centre line of party walls;
 - B. to the centre line of corridor walls; and
 - C. to the outside surface of external walls; and
 - (ii) the figure shown as the 'Total subsidiary spaces' on the spreadsheet included in the Plans and Specifications, measured as follows:
 - A. to the centre line of party walls; and
 - B. to the outside surface of external walls or the outside edges of any balcony/s, courtyard/s, deck/s, or POS (if any).
- (b) **Arrangements** includes all development approvals, consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances, exemptions and construction funding approval necessary for undertaking and completing the Building Works.
- (c) **Asbestos** has the meaning given by section 47A of the *Dangerous Substances Act 2004* (ACT).
- (d) **Bank Guarantee** means a bank guarantee issued to the Seller by a bank operating in Australia in form and substance satisfactory to the Seller for an indeterminate time.
- (e) **Bond** means a Deposit Insurance Bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller.
- (f) **Builder** means the builder engaged by the Seller to carry out the Building Works.
- (g) **Building** means the building to be constructed on the Land in which the Unit is to be situated.
- (h) **Building Works** means the construction of the Building on the Land together with all Inclusions.
- (i) **Common Property** means that part of the Land and the improvements erected on it which on registration of the Units Plan will comprise the common property as defined in section 13 of the Unit Titles Act.
- (j) **Complex** means all buildings and other structures including the Building to be constructed on the Land and forming the Units Plan.
- (k) **Conditional Compliance** has the meaning specified in clause 64.4.
- (l) **Conditions Precedent to Completion** has the meaning specified in clause 64.1.

- (m) **Contract** means this contract for sale including the Printed Terms and these Special Conditions and any annexure, schedule or attachment to it.
- (n) **Date for Completion** means the date determined pursuant to clause 64.2.
- (o) **Defects Liability Period** means the period of 90 days from but excluding the date of Completion.
- (p) **Developer Control Period** has the meaning given by the Unit Titles Management Act.
- (q) **Foreign Person** means:
 - (i) a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - (ii) a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (r) **Inclusions** means the inclusions listed in the Inclusions List.
- (s) **Inclusions List** means the list of Inclusions annexed and marked 'Inclusions List'.
- (t) **Insolvency Event** means the following:
 - (i) where the Buyer is a natural person and:
 - A. the Buyer authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors;
 - B. a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
 - C. the Buyer commits an act of bankruptcy; or
 - (ii) where the Buyer is a body corporate and:
 - A. attempts are made for the Buyer to become an externally administered body corporate in accordance with the *Corporations Act 2001* (Cth); or
 - B. attempts are made to have a controller (as defined by the *Corporations Act 2001* (Cth)) appointed for any of the Buyer's assets.
- (u) **Land** means Block 1 Section 65 Division of MacGregor in the ACT.
- (v) **Owners Corporation** means the body corporate to be constituted pursuant to the Unit Titles Management Act following registration of the Units Plan.
- (w) **Plans and Specifications** means the plans and specifications for the Unit and the Building attached to this Contract subject to final development approval.
- (x) **Printed Terms** means the printed terms of the standard ACT Law Society Contract.
- (y) **Rules** means the rules of the Owners Corporation.
- (z) **Special Conditions** means these clauses 54 to 72.

- (aa) **Stakeholder** means Meyer Vandenberg Trust Account.
- (bb) **Unit** means the Unit the subject of this Contract and includes the Unit Subsidiaries.
- (cc) **Units Plan** means all of the documents forming part of the units plan registered in respect of the Land in accordance with the Unit Titles Act.
- (dd) **Units Plan Registration Date** means 31 December 2018.
- (ee) **Unit Subsidiaries** means the balcony or balconies (as applicable), the courtyard or courtyards (as applicable), the deck or decks (as applicable) and the POS (as applicable).
- (ff) **Unit Title Application** means unit title application as defined in section 6 of the Unit Titles Act.

54.2 Other definitions

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

55 AMENDMENT TO PRINTED TERMS

55.1 Deletion

The Printed Terms of the Contract are amended as follows:

- (a) clauses 2.1, 2.2, 2.3 and 2.4 are deleted;
- (b) clauses 8.1, 8.2, 8.4 and 8.5 are deleted;
- (c) clause 12 is deleted;
- (d) clause 14 is deleted;
- (e) clause 17.1.1(a) is amended by deleting 5% and inserting 1%;
- (f) '0%' is inserted in clause 22.1.1;
- (g) '10%' is inserted in clause 22.1.2 and the words "date 7 days after the" are deleted from clause 22.1.2;
- (h) Clause 37 is deleted and the disclosure requirements are set out in clause 60;
- (i) Clauses 40 to 50 are deleted; and
- (j) Clauses 53.2, 53.3, 53.4 and 53.9 are deleted.

55.2 Special Conditions Override Printed Terms

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

56 DEPOSIT BOND OR BANK GUARANTEE

56.1 Bond or Bank Guarantee

- (a) Bank Guarantee: The Deposit (in full) may be paid by the delivery of a Bank Guarantee or Bank Guarantees for the 10% Deposit to the Seller's Solicitor in accordance with this clause 56.

- (b) Bond: The Deposit (in full) may be paid by the delivery of a Bond for the 10% Deposit to the Seller's Solicitor in accordance with this clause 56.

56.2 Beneficiary

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

56.3 Payment

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

56.4 Default

If:

- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit;
- (b) the Bond or the Bank Guarantee has an expiry date prior to the Date for Completion and is not renewed to the satisfaction of the Seller not less than 30 days prior to the expiry of the Bond or the Bank Guarantee; or
- (c) in the Seller's opinion, the provider of the Bond or the Bank Guarantee is unable to pay the amount referred to in the Bond or Bank Guarantee,

then the Buyer is in default of this Contract and to the extent that the Deposit has not already been paid, the Buyer must pay the Deposit or any unpaid instalments of the Deposit to the Stakeholder 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.

56.5 Default of Bond Provider or Bank

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

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

57 DIRECTOR'S GUARANTEE

If the Buyer is a corporation, the Buyer acknowledges and agrees that each of the directors of the Buyer have, on the Date of this Contract, properly executed the Director's Guarantee attached to this Contract.

58 CAVEAT

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

59 UNITS

59.1 Unit Number

The Seller discloses that the unit number allocated to the Unit in this Contract and the Plans and Specifications may differ from the unit number allocated to the Unit in

the Units Plan. If this is the case the Seller will disclose the unit number allocated to the Unit in the Units Plan to the Buyer once it is known to the Seller. The Buyer may make no objection, requisition or claim or delay Completion if the unit number of the Unit is changed.

59.2 Garage

The Unit sold will include a garage as part of the Unit as indicated in the Plans and Specifications.

59.3 Variations

The Buyer and the Seller agree that any variations to the Plans and Specifications and Inclusions List will be requested and accounted for directly between the Buyer and the Seller by way of a variation form signed and dated by the Buyer and Seller. Should the Buyer have not made payment for any requested variation by the Date for Completion and in accordance with the signed variation form, the Seller has the right to recover any outstanding amount from the Buyer on Completion. The rights and obligations contained in this clause 59.3 do not merge on Completion.

59.4 Meter Connections

The buyer acknowledges that meters for supply of various services ("Meters") may not be connected to the Unit on completion and that the Buyer may be required to arrange and pay for the connection of the Meters to the Unit.

In the event that the Seller pays for the connection of the Meters to the Unit, then, on Completion, the Buyer must reimburse the Seller the cost for such connection.

60 DISCLOSURE UNDER LEGISLATION

60.1 Default Rules

The Buyer and seller agree that each reference to Articles in this Contract is taken to be a reference to the rules of the owners corporation, being as set out in this Contract and which are the default rules as required under the Unit Titles (Management) Act 2011 (ACT)

60.2 Reservation for Animals

The Seller approves the keeping of animals by the Buyer during the Developer Control Period, subject to the following conditions:

- (a) the Buyer may keep within the Unit up to two small, quiet pets;
- (b) the pets must be confined to the boundary of the Unit unless on a leash; and
- (c) approval to keep the pet/s will be withdrawn by the Owners Corporation if the pet/s causes a nuisance.

61 ARRANGEMENTS

61.1 Arrangements

As soon as practicable after the Date of this Contract the Seller will take all necessary steps to complete all Arrangements reasonably necessary to commence the Building Works.

61.2 Arrangements unobtainable

If all necessary Arrangements are not completed on terms satisfactory to the Seller by 31 December 2018, then the Seller may by written notice to the Buyer:

- (a) extend the date for completion of all necessary Arrangements, provided the need to extend the date is due to matters or events beyond the control of the Seller, in which case this clause 61.2 will apply as if the date specified in this clause 61.2 was the date notified to the Buyer; or
- (b) rescind this Contract in accordance with clause 21 of the Contract.

61.3 Building Works delayed

If the Seller is prevented, after completing all necessary Arrangements, from promptly proceeding with or completing the Building Works by any action, matter or thing outside the control of the Seller and that delay continues for a period in excess of 90 days the Seller may rescind this Contract by written notice to the Buyer provided the Seller has taken all reasonable steps to remove the cause of delay.

62 BUILDING WORK

62.1 Builder

Subject to completing all other necessary Arrangements in accordance with clause 61, the Seller will engage the Builder to undertake:

- (a) the construction on the Land of the Building Works to complete the construction of the Unit; and
- (b) the installation of the Inclusions in the Unit and Building.

62.2 Building Works

Subject to clause 62.3, the Building Works are to be undertaken in accordance with the Plans and Specifications and the Inclusions List and in a proper and workmanlike manner.

62.3 Variation

The Seller is permitted to make variations to:

- (a) the Plans and Specifications (including, without limitation, variations to the configuration of the Unit to accommodate services, riser ducts and structure) provided those variations:
 - (i) are in the Seller's opinion reasonably necessary to comply with the Building Code of Australia as applicable in the Australian Capital Territory; or
 - (ii) are required by any relevant authority; or
 - (iii) are required by the architect of the Building; or
 - (iv) do not:
 - A. reduce the Apartment Area of the Unit by more than 5%; and
 - B. do not result in any room or Unit Subsidiary as shown on the Plans and Specifications being deleted from the completed Unit;
- (b) the layout of the Unit (including any kitchen, bathroom and laundry) to accommodate services, riser ducts and other structures arising out of final detailed design;

- (c) the Inclusions specified in the Inclusions List if these Inclusions are not available, provided that in the Building, the Common Property and in the Unit inclusions of the same or better quality as the Inclusions, are provided; and
- (d) the Building, provided that the variation does not alter the location of the Unit in the Building,

and the Buyer may make no objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any variation referred to in this clause 62.3.

63 UNITS PLAN

63.1 Units Plan

The Seller agrees to prepare and lodge a Unit Title Application for approval and registration of a Units Plan dividing the Complex into units, together with the Common Property.

63.2 Unit entitlements

The unit entitlement of the Unit and all other units in the Complex will be in accordance with the allocation approved by the relevant authority.

63.3 Extension

- (a) Notwithstanding the Units Plan Registration Date, the Units Plan Registration Date may be extended by the Seller giving written notice to the Buyer if events occur beyond the Seller's reasonable control preventing registration of the Units Plan by the Units Plan Registration Date.
- (b) Any one or more notices issued in accordance with clause 63.3(a) may not in total extend the Units Plan Registration Date by more than 3 months.
- (c) If the Units Plan is not registered by the Units Plan Registration Date, as extended by clause 63.3(a), 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 the expiry of the notice rescind this Contract and clause 21 will apply.

63.4 No claim

The Buyer may not make any objection, requisition or claim or delay Completion or rescind or terminate this Contract in respect of any matter in this clause 63.

64 COMPLETION

64.1 Conditions Precedent to Completion

Conditions Precedent to Completion means each of the following events:

- (a) registration of the Units Plan;
- (b) the issue of the Unit Title in respect of the Unit in accordance with clause 29 of the Contract; and
- (c) the issue of all necessary approvals for occupation and use of the Unit as a residential unit.

64.2 Date for Completion

Completion of this Contract is to occur within 14 days of the receipt of written notification from the Seller to the Buyer of the satisfaction of all of the Conditions Precedent to Completion.

64.3 Location and time

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

64.4 Conditional Compliance Certificate

- (a) Notwithstanding clause 13, the Buyer acknowledges that the Compliance Certificate may be granted conditionally, for reasons including but not limited to further landscaping or other works ('Conditional Compliance').
- (b) The Seller agrees to comply with the conditions in the Conditional Compliance.
- (c) The Buyer agrees that so long as the Buyer's occupation and use of the Unit as a residential unit is not materially restricted by the Conditional Compliance, the Buyer may make no objection, requisition or claim or delay Completion due to the Conditional Compliance.

64.5 Defects

The Buyer may:

- (a) prior to the notification of the satisfaction of all Conditions Precedent to Completion, if invited by the Seller; or
- (b) within 5 Business Days of notification of satisfaction of all Conditions Precedent for Completion,

inspect the Unit once only and provide the Seller with a list of defects in relation to the Unit and in this respect time is of the essence.

64.6 Rectification before completion

The Seller will use its best endeavours to rectify any reasonable defect notified to the Seller in accordance with clause 64.5 prior to the Date for Completion calculated in accordance with clause 64.2. If the Buyer submitted a defects list in accordance with clause 64.5, the Buyer may reinspect the Unit once more prior to the Date for Completion.

64.7 Rectification after completion

If the Seller has been unable to complete any rectification work notified in accordance with clause 64.5 prior to the Date for Completion, the Buyer may not delay Completion and any unrectified defects will be completed in accordance with clause 65.

64.8 No derogation of rights

The submission of a defects list in accordance with clause 64.5 or the failure to submit a list of defects in accordance with clause 64.5 in no way derogates from the Buyer's rights under clause 65.

65 DEFECTS

- (a) Subject to the remainder of this clause 65, the Seller will cause all defects in the Unit, as are notified in writing to it by the Buyer within the Defects Liability

Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.

- (b) The Seller is not required to rectify:
 - (i) minor defects or irregularities in natural materials used in the construction of the Unit;
 - (ii) natural shrinkage in the Unit or defects caused by natural shrinkage in the Unit; or
 - (iii) chips, cracks, marks or stains in finishes, Inclusions and appliances in the Unit which are not notified by the Buyer prior to Completion.
- (c) The Seller will make good defects notified during the Defects Liability Period:
 - (i) if to or concerning:
 - A. electricity or gas supplies or distribution;
 - B. sewerage or drainage; or
 - C. any portion of the Unit the fault or defect in which could materially restrict or interfere with the proper use and enjoyment of the Unit by the Buyer,as soon as practicable after receiving the notice; and
 - (ii) in the case of any other defects or faults, within 90 days from the date of receiving the notice.
- (d) The Seller will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.
- (e) Other than for matters directly covered by clause 65(c)(i) the Buyer may submit only one list of defects during the Defects Liability Period.
- (f) The Buyer must make the Unit available, at the time or times notified by the Seller, to the Seller, or the Seller's tradesmen to permit the defect rectification work to be completed in a prompt and timely manner.

66 NOTICE TO COMPLETE

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

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

67 ASSISTANCE

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

68 ADJUSTMENTS

68.1 Land Charges

The Seller is entitled to the Income up to and including Completion after which the Buyer will be entitled to the Income. The Seller is liable for all Land Charges (including Land Tax and Owners Corporation contributions) up to the Date of Registration of the Units Plan after which the Buyer will be liable for all Land Charges. The parties must pay any adjustment of the Income and Land Charges calculated pursuant to this clause 68.1 on Completion.

68.2 Estimates

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

68.3 No delay

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

69 PRICE INCLUSIVE OF GST

69.1 Price inclusive

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

69.2 Margin Scheme

The Buyer and the Seller agree that any GST that the Seller is liable to pay on the supply of the Unit to the Buyer under this Contract is to be calculated under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) (ie. the Margin Scheme).

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

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

- (a) The Buyer is required to make a payment under section 14-250 of the *Taxation Administration Act 1953* (Cth) ('**Tax Act**') in relation to the supply of the Unit under this Contract.
- (b) The ABN for the supplier is as follows: The Trustee for MJLE Trust One ABN 51 324 959 358.
- (c) The amount that the Buyer is required to pay to the Commissioner of Taxation ('**Commissioner**') under section 14-250 of the Tax Act in relation to the supply is:
 - (i) 7% of the Price; or
 - (ii) such other percentage of the Price that is in accordance with a determination given by the Minister under paragraph 14-250(8) of the Tax Act and as notified by the Seller to the Buyer prior to Completion, ('**GST Portion of the Price**').

- (d) The Buyer must pay the GST Portion of the Price on Completion.

69.4 Payment of GST Portion of the Price

- (a) Unless the provisions of clause 69.4(b) apply, the Buyer must pay the GST Portion of the Price to the Commissioner in the manner required by the Commissioner as published in guidance issued by the Australian Taxation Office (if any) at the time of Completion.
- (b) If requested by the Seller, the Buyer must on Completion provide to the Seller an unendorsed bank cheque in favour of the Commissioner for the GST Portion of the Price and the Seller agrees that it will deliver the bank cheque provided by the Buyer to the Commissioner promptly after Completion.
- (c) The Buyer and the Seller acknowledge that where the Buyer complies with clause 69.4(b) the Seller will have complied with subsection (3) of section 16-30 in Schedule 1 of the Tax Act.

70 DEPRECIATION INFORMATION

70.1 Information

If within 6 months of the end of the taxation year in which Completion occurred (in respect of which time is of the essence) the Buyer requests the Seller in writing for taxation information in relation to the Unit, the Seller will provide the Buyer with the details of the quantity surveyor engaged by the Seller, so that the Buyer may obtain such information from the quantity surveyor as will allow the Buyer to claim any depreciation or other taxation benefits available to the Buyer in respect of the Unit. The Buyer must pay for the cost of obtaining the information from the Seller's quantity surveyor. The rights and obligations contained in this clause 70.1 do not merge on Completion.

70.2 Value

The value of the Unit or the Inclusions will be the value for taxation purposes in the books of the Seller at Completion.

71 REPRESENTATIONS

71.1 Entire agreement

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

71.2 No reliance

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

72 ASBESTOS

The Seller discloses and the Buyer acknowledges that there may have been Asbestos in buildings on the Land which have been demolished prior to construction

of the Building. The Seller undertakes to remove the Asbestos in accordance with the relevant laws and regulations for the safe removal and handling of Asbestos.

73 INSOLVENCY

73.1 Notice

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

73.2 Termination

If the Seller receives notice that the Buyer has suffered an Insolvency Event (either pursuant to clause 73.1 or by some other means), the Seller may terminate this Contract and clause 19 applies.

74 NOTICES

74.1 Delivery

If a notice is served in accordance with clause 26.2(a), the notice is taken to have been received on the day that it is delivered or, if not delivered before 5.00 pm on a Business Day, on the next Business Day.

74.2 Post

If a notice is served in accordance with clause 26.2(b), the notice is taken to have been received on the day 2 Business Days after the day it was posted.

74.3 E-mail

In addition to the means stipulated in clause 26.2, the Seller may serve a notice by electronic mail ('e-mail') to the Buyer's Solicitor's e-mail address (whether to the Buyer's Solicitor's firm generally or specifically to the practitioner specified on the front of this Contract) as notified by the Buyer's Solicitor from time to time. A notice is taken to have been received on the date shown in the delivery receipt produced by the electronic mail system used to send the message and if not delivered before 5.00pm on a Business Day, on the next Business Day.

72 FATA APPROVAL

72.1 Buyer to provide declaration

If applicable, on the Date of this Contract, the Buyer must provide the Seller with a written confirmation that it is a Foreign Person for the purposes of the FATA.

72.2 Foreign Person

If the Buyer is a Foreign Person, the Buyer must notify the Seller in writing:

- (a) on the Date of this Contract of its application to the Treasurer of Australia made in accordance with clause 72.3; and
- (b) the occurrence of an event in clause 72.3 within 7 days.

72.3 FATA approval

Notwithstanding any other provision of this Contract, if the Buyer is a Foreign Person clause 23 is deleted and this Contract is conditional on any one of the following events occurring within 60 days of the Date of this Contract:

- (a) the approval of the Treasurer of Australia to the acquisition of the Unit by the Buyer, without imposing adverse conditions which the Buyer, acting

reasonably, considers unacceptable;

- (b) the Treasurer of Australia indicating that there is no objection to the acquisition of the Unit by the Buyer; or
- (c) the expiration of the relevant period under the FATA without an order prohibiting the acquisition of the property having been made.

72.4 Rescission

If none of the events in clause 72.3 have occurred within 60 days of the Date of this Contract, either party may rescind this Contract in accordance with clause 21.

72.5 Buyer's warranty

Pursuant to the FATA where the Buyer is a Foreign Person the Buyer warrants that it has provided the following information to the Seller on the Date of this Contract:

- (a) the Buyer's full name and residency status;
- (b) the address of the Buyer;
- (c) if the Buyer is a corporation, the name and place of ordinary residence of all substantial shareholders of the Buyer;
- (d) if the Buyer is a trust, the name and place of ordinary residence of all major beneficiaries of the trust; and
- (e) any other information requested by the Seller,

and the Buyer warrants that the information so provided is true and correct at the Date of this Contract.

DIRECTOR'S GUARANTEE

I, _____ (name of Director) of _____
_____ (address) agree as follows:

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

SIGNED SEALED AND)
DELIVERED by the Buyer's)
Director in the presence of:)

Signature of Buyer's Director

Witness

Name of Witness

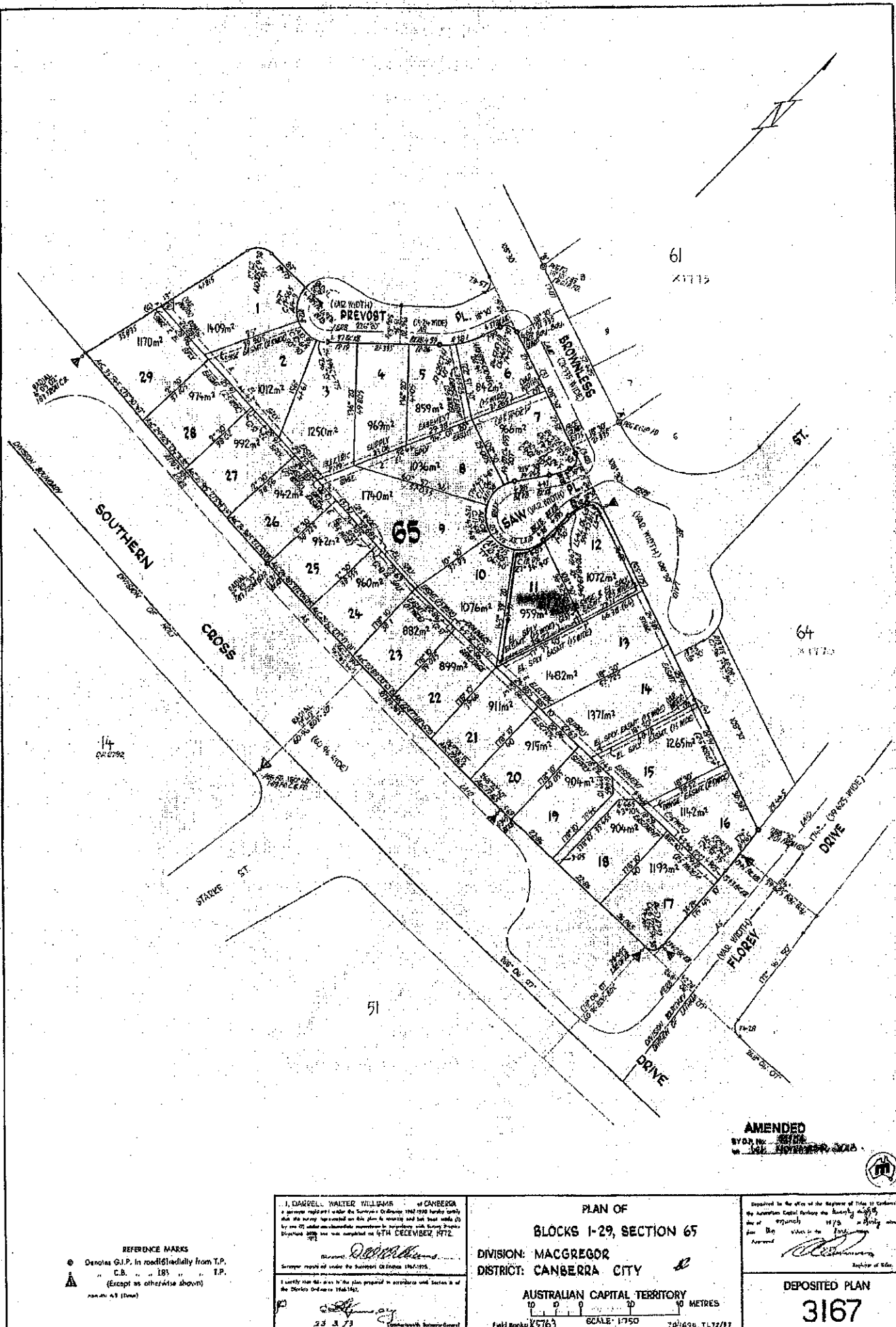
Name of Buyer's Director

document1

document1

document1

document1





Product	Title Details
Date/Time	11/07/2018 10:34AM
Customer Reference	1802747
Order ID	20180711000279
Cost	\$30.00

Volume 848 Follo 81 Edition 8

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Macgregor Section 65 Block 1 on Deposited Plan 3167

Lease commenced on 04/11/1981, granted on 05/11/1981, term of 99 years

Area is 1409 square metres or thereabouts

Sole Proprietor

MJLE Property One Pty Limited

of 54 Jacka Crescent Campbell ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

Original title is Volume 848 Follo 81

Purpose Clause: Refer Crown Lease

Registered Date	Dealing Number	Description
14/10/2015	1995725	Mortgage to Westpac Banking Corporation
11/11/2016	2060611	Application to vary Crown Lease - refer instrument

End of interests

ADMINISTRATIVE INTERESTS

(This information is not guaranteed)

ACT Planning and Land Authority (ACTPLA) - For further information concerning the following administrative interests, please contact ACTPLA on (02) 6207 1923. ACTPLA administrative interests information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124836113	Development Application	22/03/2016	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	25/05/2016

Description

MULTI UNIT DWELLING-LEASE VARIATION. Proposed construction of two new two storey residences. Please see application for details of lease variation.



ACT
Government

Justice and Community Safety

OFFICE OF REGUL
ACT Justice and Community S.



RVCL\$2060611 10/11/2016 10:41:04 SKIPD

2060611

**APPLICATION TO
VARY A CROWN LEASE**



Land Titles Act 1925

The Minister or the Delegate of the ACT Planning and Land Authority (the Authority) has agreed to vary the lease as described below, subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this document. (Note – This form cannot be used to vary a Unit within a Registered Units Plan)

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
MARTYN O'CONNOR	54 JACKA CRESCENT CAMPBELL ACT 2612	0414575492

TITLE AND LAND DETAILS			
Volume & Folio	District/Division	Section	Block
848:81	MACGREGOR	65	1

FULL NAME OF REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)	FULL POSTAL ADDRESS
MJLE Property One Pty Ltd A.C.N 606 691 310	54 Jacka Crescent Campbell ACT 2612

LEGISLATIVE PROVISION TO VARY CROWN LEASE
I, <u>SUSAN ANN MESSER</u> , being a delegate of the Planning and Land Authority, APPLY to you to register the variation which has been made to the Crown lease of the land described. An approval of the Variation of Lease is submitted herewith in accordance with Section 72A of the <u>Land Titles Act 1925</u> .

DETAILS OF DELETED CLAUSES (no longer applicable after registration)
N/A

DETAILS OF VARIATION**AUSTRALIAN CAPITAL TERRITORY
PLANNING AND DEVELOPMENT ACT 2007
VARIATION OF A LEASE**

Under the Planning and Development Act 2007, I, **SUSAN ANN MESSER** approve the variation of Crown lease specified hereunder:

FORMER PROVISION

- 1(d) To use the said land for residential purposes only;
- 1(e) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;

AMENDED PROVISION

- 1(d) To use the said land for the purpose of:
- (i) single dwelling housing; or
 - (ii) multi-unit housing of not more than three (3) dwellings;
- 1(e) That any outbuildings erected on the said land shall not be used as a habitation;

INSERTED PROVISIONS

Add the following sub clauses at the end of clause 3(h):

- (i) That in this lease the expression "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (j) That in this lease the expression "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (k) That in this lease the expression "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (l) That in this lease the expression "multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing; and
- (m) That in this lease the expression "single dwelling housing" means the use of land for residential purposes for a single dwelling only.

EXECUTION BY ACT PLANNING AND LAND AUTHORITYSigned by the person duly authorised by ACT Planning and Land Authority
(Please print full name of authorised signatory)**SUSAN ANN MESSER**SENIOR OFFICER GRADE **B**
POSITION NUMBER **15010***S. A. Messer*

Dated -

3.11.2016

Print full name and address of witness

Jackie HurstENVIRONMENT AND PLANNING DIRECTORATE
16 CHALLIS STREET
DICKSON ACT 2602

Signature of witness

Dated - *3.11.16***OFFICE USE ONLY**

Lodged by	<i>[Signature]</i>	Certificate of title lodged	
Data entered by	<i>TS</i>	Certificates attached to title	
Registered by	<i>[Signature]</i>	Attachments / Annexures	
Registration date	11 OCT 2016	Production number	

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED

ORIGINAL

Form 'C'

THE COMMONWEALTH OF AUSTRALIA
AUSTRALIAN CAPITAL TERRITORY
City Area Leases Ordinance 1936

LS 3/17 (3/74)

Entered in Register Book Vol. 848 Folio 81

[Signature]
17/11/81
Registrar of Titles

LEASE GRANTED pursuant to the City Area Leases Ordinance 1936 and the Regulations thereunder on the
fifth day of November One thousand nine hundred and eighty one
WHEREBY the Commonwealth of Australia (hereinafter called the "Commonwealth") grants to RONALD WILLIAM PYE of 11
Prevost Place Macgregor Plant Operator and MAREE CATHERINE PYE his wife as joint tenants

(hereinafter called the "Lessee")

ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 1409 square metres
Macgregor or thereabouts and being Block 1 Section 65 Division of
as delineated on Deposited Plan Number 3167 in the office of the Registrar of Titles at Canberra
in the said Territory and being the land shown by pink colour on the plan annexed hereto RESERVING unto the Commonwealth all
minerals TO HOLD unto the Lessee for the term of ninety-nine years commencing on the fourth day of
November One thousand nine hundred and eighty one to be used by the Lessee for residential purposes only
YIELDING AND PAYING THEREFOR during the said term rent at the rate of five cents per annum if and when demanded.

1. THE Lessee covenants with the Commonwealth as follows:—

- (a) That the Lessee will pay to the Minister or to the person as may be authorized by the Minister for that purpose at Canberra in the said Territory the rent hereinbefore reserved within one month of the date of any demand made by the Minister relating thereto and served on the Lessee;
- (b) That the Lessee will at all times during the said term maintain repair and keep in repair all buildings and erections on the said land all to the satisfaction of the Minister;
- (c) That the Lessee will not without the previous approval in writing of the Commonwealth or the Minister on behalf of the Commonwealth erect any building on the said land or make any structural alterations in any building erected on the said land;
- (d) To use the said land for residential purposes only;
- (e) That the building erected on the said land will be used only as a single unit private dwelling house and any outbuildings erected on the said land shall not be used as a habitation;
- (f) If and whenever the Lessee fails to repair or keep in repair any building or erection on the said land the Commonwealth or the Minister on behalf of the Commonwealth may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or to remove the building or erection and if after the expiration of one calendar month from the date of the said notice or such longer time as the Commonwealth or the Minister on behalf of the Commonwealth may in writing allow the Lessee has not effected the said repairs or removed the building or erection the Minister or any person or persons duly authorized by the Commonwealth or the Minister in that behalf with such equipment as is necessary may enter upon the said land and effect the said repairs or (if the Minister is of opinion the building or erection is beyond reasonable repair) may demolish and remove the building or erection and all expenses incurred by the Commonwealth or the Minister in effecting such repairs or in demolishing and removing the building or erection shall be paid by the Lessee to the Commonwealth on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Commonwealth by the Lessee;
- (g) To permit any person or persons authorized by the Minister to enter upon the said land at all reasonable times and in any reasonable manner and inspect the said land and any buildings erections and improvements thereon.

2. THE Commonwealth covenants with the Lessee:—

That the Lessee may at any time upon payment of all rent and other moneys due to and demanded by the Commonwealth under this lease surrender this lease to the Commonwealth but subject to any law of the Territory to the contrary the Lessee shall not be entitled to receive any compensation from the Commonwealth in respect of such surrender or in respect of any buildings erections or improvements upon the said land.

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

- (a) That if the said land is at any time not used for a period of one year for the purpose for which this lease is granted the Commonwealth or the Minister on behalf of the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth or the Minister on behalf of the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;
- (b) That acceptance of rent by the Commonwealth or the Minister or a person authorized by the Minister for that purpose during or after any period referred to in sub-clause (a) of this clause shall not prevent or impede the exercise by the Commonwealth or the Minister on behalf of the Commonwealth of the powers conferred upon it by sub-clause (a) of this clause;

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

IN WITNESS whereof the Commonwealth and the Lessee have executed this lease.

SIGNED SEALED AND DELIVERED
by Jill Lynette Aldridge
Delegate of the Minister for and on behalf
of the Commonwealth in the presence of

[Signature]
COMMISSIONER FOR DECLARATIONS

SIGNED SEALED AND DELIVERED
by the Lessee in the presence of

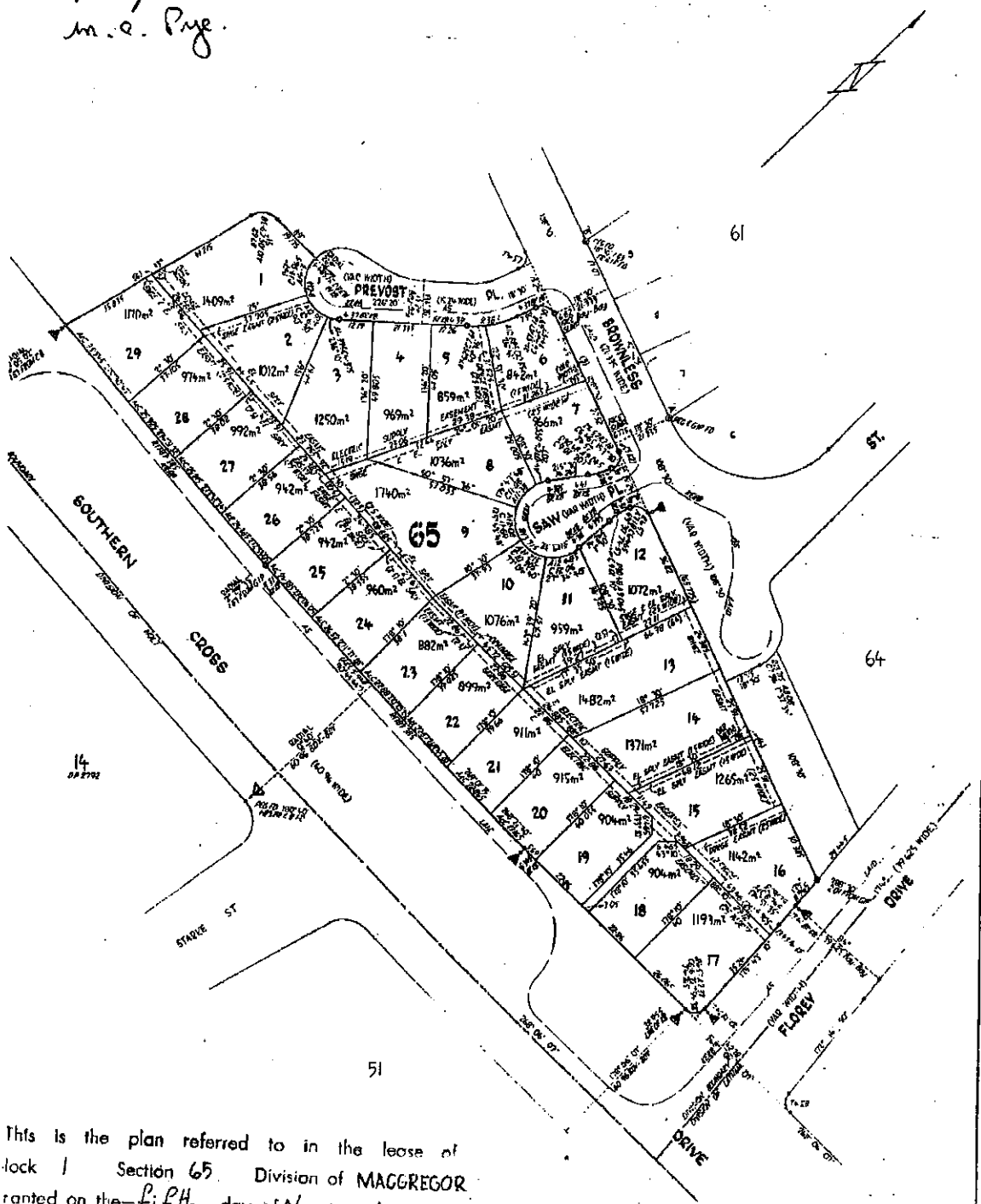
P. Beale

COMMISSIONER FOR DECLARATIONS

[Signature]

[Signature]
M. C. Pye.

hdyg
m.e. Png.



This is the plan referred to in the lease of
Block 1 Section 65, Division of MACGREGOR
granted on the 1st day of November 1981
and being annexed thereto."

J. A. A. A. A.

in word "Division" and in confirmation
of the broken lines on the plan indicate
the location of the road which may be constructed
in the area in the future.
REFERENCE MARKS
P Denotes G.P. in road directly from T.P.
C.B. 131 T.P.
(Except as otherwise shown)
Scale 1:1000


1. DATED 10th MAY 1981
2. DATED 10th MAY 1981
3. DATED 10th MAY 1981
4. DATED 10th MAY 1981
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24. DATED 10th MAY 1981
25. DATED 10th MAY 1981
26. DATED 10th MAY 1981
27. DATED 10th MAY 1981
28. DATED 10th MAY 1981
29. DATED 10th MAY 1981

PLAN OF
BLOCKS 1-29, SECTION 65
DIVISION: MACGREGOR
DISTRICT: CANBERRA CITY
AUSTRALIAN CAPITAL TERRITORY
SCALE: 1:1000
Field No. 13763

DEPOSITED PLAN
3167

No. 385287 MORTGAGE TO — COMMONWEALTH
OF AUSTRALIA


Entered 17th November 1981 at four o'clock in
the afternoon


Registrar of Titles

CANCELLED AND COMPUTER
CERTIFICATE OF TITLE ISSUED


No. 795904 DISCHARGE OF MORTGAGE No. 385287

Entered 22 JUL 1992 at TEN o'clock in
the FORE noon


G. A. FAENZA Deputy
Registrar of Titles


No. 795905 TRANSFER TO CLYDE LESLIE BATTY
AND JACQUELINE NORA EDWARDS
as joint tenants of the land within described

Entered 22 JUL 1992 at TEN o'clock
in the FORE noon.


G. A. FAENZA Deputy
Registrar of Titles

No. 795906 MORTGAGE TO ST. GEORGE
PERMANENT CO-OPERATIVE BUILDING SOCIETY
(A.C.T.) LIMITED

Entered 22 JUL 1992 at TEN o'clock
in the FORE Noon.


G. A. FAENZA Deputy
Registrar of Titles



CUSTOMER SERVICE CENTRE
DAME PATTIE MENZIES HOUSE
16 CHALLIS STREET
DICKSON ACT 2602

PHONE: 62071923

LEASE CONVEYANCING ENQUIRY

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

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

Unit	0	Block	1	Section	65	Suburb	MACGREGOR
------	---	-------	---	---------	----	--------	-----------

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

- | | No | Yes |
|---|--------------|-----|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued?
Certificate Number: N/A | () | () |
| (N/A ex-Government House) <input checked="" type="checkbox"/> | | |
| Dated: | | |
| 4. Has an application for Subdivision been received under the Unit Titles Act? | (see report) | |
| 5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? | (see report) | |
| 6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? | (see report) | |
| 7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? | (see report) | |
| 8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) | (see report) | |
| 9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? | (see report) | |
| 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? | (see report) | |

Customer Service Centre

Date: 11-JUL-18 10:57:03

Applicant's Name :

Kukolic, Reuben

E-mail Address :

reuben.kukolic@mvlawyers.com.au

Client Reference :

1802747

Did you know? Lease Conveyancing enquiries can be lodged electronically at www.canberraconnect.act.gov.au
For further information, please contact the Lease Conveyancing Officer on 62071923



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

11-JUL-2018 10:57

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

MACGREGOR Section 65/Block 1

Area(m2): 1.409.6

Unimproved Value: \$285,000

Year: 2017

Subdivision Status: Application not received under the Unit Titles Act.

Heritage Status: Nil.

Assessment Status: The Land is not subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Act concerning the Land.



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

11-JUL-2018 10:57

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

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201629074 **Lodged** 22-MAR-16 **Type** See Subclass

-- Application Details -----

Description

MULTI UNIT DWELLING-LEASE VARIATION. Proposed construction of two new two storey residences.
Please see application for details of lease variation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	65	1-1	

-- Involved Parties -----

Role	Name
Lessee	Mjle Property One Pty Ltd
Applicant	Solarcert Building Designs
Representor	Allan & Belinda White

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA985588 **Lodged** 05-NOV-98 **Type** Single Dwelling

-- Application Details -----

Description

Extensions to existing garage

-- Site Details -----

District	Division	Section	Block(s)	Unit
Belconnen	Macgregor	65	1-1	

-- Involved Parties -----

Role	Name
Applicant	W R Engineering Pty Ltd

-- Activities -----

Activity Name	Status
Ba Single Hse (Neighbour Cons)	Approved



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

11-JUL-2018 10:57

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Since the introduction of the Planning and Development Act 2007, a significant range of development activity can be undertaken without development approval. Exempt activities include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <http://www.legislation.act.gov.au/ni/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

Residents within cat containment areas are required to keep their cats confined to their premises at all times. The ACT Government pursuant to Section 81 of the Domestic Animals Act 2000, has declared the following areas to be cat containment areas: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA (from 1 January 2017) LAWSON, MOLONGLO, MONCRIEFF, THE FAIR in north WATSON, THROSBY and WRIGHT. More information on cat containment is available at www.tams.act.gov.au or by phoning Access Canberra on 13 22 81.

TREE PROTECTION ACT 2005

The Tree Protection Act 2005 protects individual trees of importance and urban forest areas that require particular protection. A Tree Register has been established and can be found on the Territory and Municipal Services website http://www.tams.act.gov.au/parks-recreation/trees_and_forests/act_tree_register or for further information please call Access Canberra on 132281

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

GENERAL NOTES:

1. All dimensions are in millimetres.
2. Dimensions take preference over scale and one to structure not brick.
3. Check and verify dimensions and confirm any existing dimensions marked.
4. Work shall comply with the BCA and all relevant current Australian Standards. Any outdated standards cited in these notes are to be taken to refer to the current edition.
5. Manufacturers specification means a current approved specification for use under conditions applicable.

SITE WORKS:

1. Site to be excavated and or filled to the levels shown.
2. Footing to be placed as per builder spec, engineering details or survey mark.
3. Footings to bear on non-subsistent natural materials have a min bearing capacity of 100kpa.
4. Ground surfaces to be sloped 1:20 (Min) away from building for 600mm (Min) and to a point where ponding will not occur near the building.
5. Drain drains and gutters to be provided as indicated to localities drainage of water away from the building to the drainage system.

RETAINING WALLS:

1. Retaining walls not specifically detailed, and foundation walling required to retain earth are to be a min 230mm thick, up to a height of 750mm of retained earth. Conty was used to retain earth are to have the foot of adjacent to the retained earth a minimum of 230mm thick to a maximum of 600mm of retained earth height.
2. All retaining walls to be properly bonded and provide agricultural drain to the rear side of the wall.
3. For retaining walls above height of retained earth listed above shall retain engineering details.
4. All retaining walls are to comply with planning policy on retaining walls and embankments on residential building sites.

DESIGN LOADS:

1. All timber member sizes deduced from AS 1684
2. All remaining timbers slung to be deduced from Australian domestic construction manuals or manufacturers drawings and specifications.
3. All steel members to be in accordance with the engineers drawings and specifications.

REINFORCED CONCRETE:

1. All reinforced concrete shall be in accordance with the Engineers details and specifications.

BLOCKWORK:

1. All blockwork shall be in accordance with the Engineers details and specifications.
2. All concrete blockwork and reinforced masonry units shall comply with AS 1500, AS 4473 or AS 3700 - 2011.
3. CONSTRUCTION BEDDING - all face and end joints shall be fully filled with mortar and joints shall be squeezed tight. Squeezing of mortar into joints shall not be permitted, the first course of blocks shall be laid on a full bed of mortar.
4. JOINTS - Internal joints shall be torred. Where such joints are left exposed they shall be first compacted, then repointed and excess mortar removed. All other joints shall be finished as specified with a joint shaping tool to an adequately compacted surface.
5. ARTICULATION JOINTS - shall be located where specified and shall form a continuous vertical break from top to bottom of the wall or from bond beam. Joints shall be filled with mortar and raked back 10mm and pointed with a non-hardening plastic filler. No reinforcing shall be carried across control joint. Provision shall be made for adequate lateral stability. Articulation joints are prohibited over garage doors.
6. JOINT REINFORCEMENT - reinforce every 600mm in height and in the two courses immediately above and below window openings. Lap mesh at least 150mm at all joints and intersections except at articulation and expansion joints where a slip joint may be required.
7. WEATHERPROOFING - all concrete masonry wall exposed to the weather or below ground level shall be adequately water proofed, using an approved paint or other coating and applied in accordance with manufacturers specifications and instructions.

BRICKWORK:

1. Brickwork to conform to AS 3700 - 2011 - Masonry structures.
2. Walls shall have a continuous cavity kept clear of mortar droppings.
3. Brick foundation walls under timber floors shall have brick vents at 2000mm spacing.
4. Provide wall ties at 600mm spacing both vertical and horizontal, and bottom or articulation joints.
5. ARTICULATION CONTROL JOINTS - to brick walls in accordance with AS 3700 - 2011 - Masonry for small buildings.
6. Articulation joint shall form a continuous vertical joint from top to bottom of the wall. Articulation joint spacing shall not exceed 6000mm.

STEEL WORK:

1. All steel work shall be in accordance with the engineers drawings, details and specifications.

TIMBER FRAMING:

1. All timber framing shall be in accordance with AS 1684.2-2010 - Residential timber framed construction - Non - cyclonic regions.
2. The fabricated frames and roof trusses shall be installed as per the manufacturers drawings, spec and details.

WET AREA SURFACES:

1. All wet areas to comply with BCA 3.8.1.2 and AS 3740.
2. Floor surfaces to bathroom and laundry areas shall be impervious with the junctions between wall and floor treated to prevent moisture penetration into walls.
3. Splash boards shall be impervious for 150mm above sinks, troughs and hand basins within 75mm of the wall.
4. Ceramic tiles or other approved impervious material to shower walls to a height of 1800mm above the floor.

POOL FENCING:

1. All pool fencing shall be a min 1200mm high and in accordance with AS 1926.1 - 2012.

STAIR REQUIREMENTS:

1. Stairs shall be constructed in accordance with BCA 3.9.1 - BCA 3.9.2.
2. Provide handrail along full length of the flight, top surface of handrail to be no less than 65mm vertically above the stair tread nosing - BCA 3.9.2.4.
3. Tread surface or nosing slip to have a slip resistance classification per table 3.9.1.1.
4. Opening between treads/balustrades not to permit 125mm sphere to pass through.
5. Rear and going to be in accordance with BCA fig. 3.9.1.2.
6. Min tread size 240mm - Min rise 115mm (non spiral stair).
7. Max tread size 355mm - Max rise 190mm (non spiral stair).
8. Ceiling height in stairway min. 2m measured vertically above nosing line BCA 3.9.2.2.

BUSHFIRE ATTACK LEVEL (BAL):

1. Where a building is to be constructed in a bushfire prone area, the BAL index (eg BAL 19 - BAL 12.5 etc) shall be determined for the site.
2. Buildings on land with a BAL rating shall be constructed in accordance with AS 3959 - 2009.

SMOKE DETECTORS:

1. Smoke detectors to be hard wired with emergency backup installed per AS 3786 - 1993.

RELEVANT STANDARDS:

1. AS 1288 - 2004 Class in Buildings selections and installation.
2. AS 1562 - 1992 Design and installation of steel roof and wall cladding.
3. AS 1684.2 - 2010 Residential timber framed construction - Non cyclonic regions.
4. AS 2049 - 2002 Roof Tiles.
5. AS 2050 - 2002 Installation of roof tiles.
6. AS 2870 - 2011 Residential Slab and Footings - Construction.
7. AS/NZS 2064 - 1995 Damp-proof course and flashings.
8. AS 3400 - 2009 Concrete Structures.
9. AS 3460 - 2000 Barriers for Subterranean Terminals.
10. AS 3700 - 2011 Masonry structures.
11. AS 3740 - 2010 Waterproofing of domestic wet areas.
12. AS 4055 - 2012 Wind loading for Housing.
13. AS 4100 - 1998 Steel Structures.

COVER SHEET

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DESIGN :

solarcert
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info@solarcert.com.au - (02) 62501819

PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

SHEET TITLE

GENERAL NOTES

DATE	JOB NO:	DRAWN BY
26 FEB 2016	3944	AD
SCALE	REVISION	DWG NO
NTS	A	1

- ★ **SMOKE DETECTORS** - NCC Vol. 2 - 2014 EDITION REQUIRES INTERCONNECTION OF SMOKE ALARMS WHERE MORE THAN ONE ALARM IS INSTALLED.
 - ★ **STAIR CORRIDOR SMOKE ALARMS** -
 - ★ CEILING HEIGHT RECOMMENDED 20' OR MEASURED VERTICALLY ABOVE PERSON LINE, ICA 34.02.2
 - ★ UNLESS THE DETECTOR IS SPECIFICALLY NOTED TO HAVE A SENSITIVE SURFACE TO ALLOW FOR INDOOR DRIFT TO HAVE A SLP RESPONSE CLASSIFICATION PER TABLE 3.11.1
 - ★ PROVIDE AN INDOOR AIR EXCHANGE RATE OF 1.0 PER HOUR
 - ★ SURFACE OF HANDRAIL TO BE NO LESS THAN 18" ABOVE VERTICALLY ABOVE THE STAIR TREAD NOSE, ICA 33.02.1
 - ★ **PROVIDE UPPER ROOM WINDOW DETECTION** - IN ACCORDANCE WITH PART 3.02.2 OF ICA VOL. 2.

DOUBLE GLAZING TO BE USED THROUGHOUT UNIT 1

R R 5.0 CEILING INSULATION + SARKING & BLANKET
R R 2.0 WALL INSULATION + SARKING
R R 5.0 INSULATION BETWEEN GARAGE/LEVEL ABOVE
R R 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER L
DOUBLE GLAZING TO BE USED THROUGHOUT UNIT 1

R 2.0 WALL INSULATION + SARKING

FOR 2.0 INSULATION TO UNDERSIDE EXPOSED UPPER L

1001

UNIT 2

R 2.0 WALL INSULATION

R 2.0 INSULATION TO 1

1640

22-07-2016

JILAIMAN AKBARI

Sulakshari

HOUSE ENERGY RATING

1507

STARS

22-07-2016

ULALMAN AKBARI

Julius B. B. B.

DESIGN:

solarcort

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PROPOSED:

DUAL OCCUPANCY

BLOCK: 1 SECTION: 45

BLOCK: 1 **SECTION:** 3

SUBURB: MACGREGOR

SHEET TITLE

UPPER FLOOR PLAN

DATE _____ JOB NO: _____ DRAWN BY _____

0 MAY 2016 3944 AD

SCALE	REVISION	DWG NO
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UPPER FLOOR PLAN

UNIT 1

UPPER RESIDENCE

UNIT 2

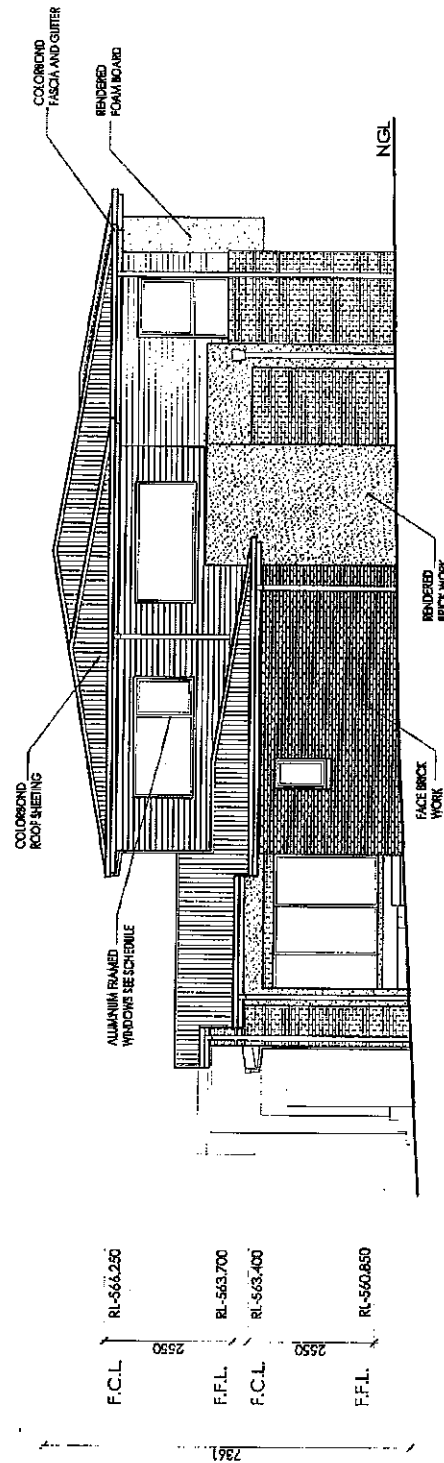
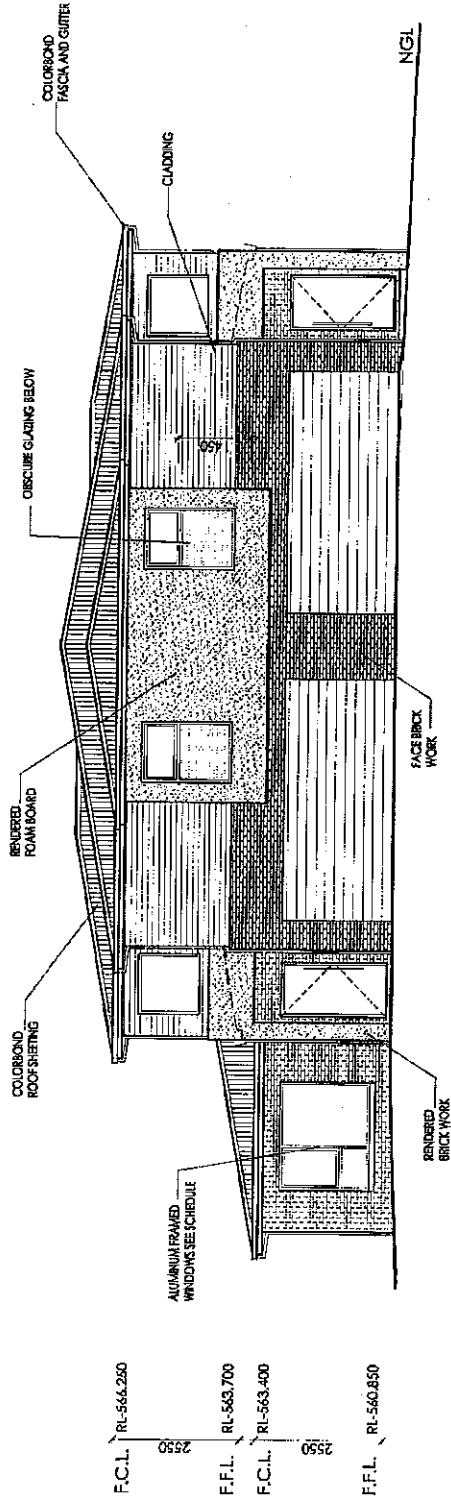
UPPER RESIDENCE

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PROPOSED DUAL OCCUPANCY

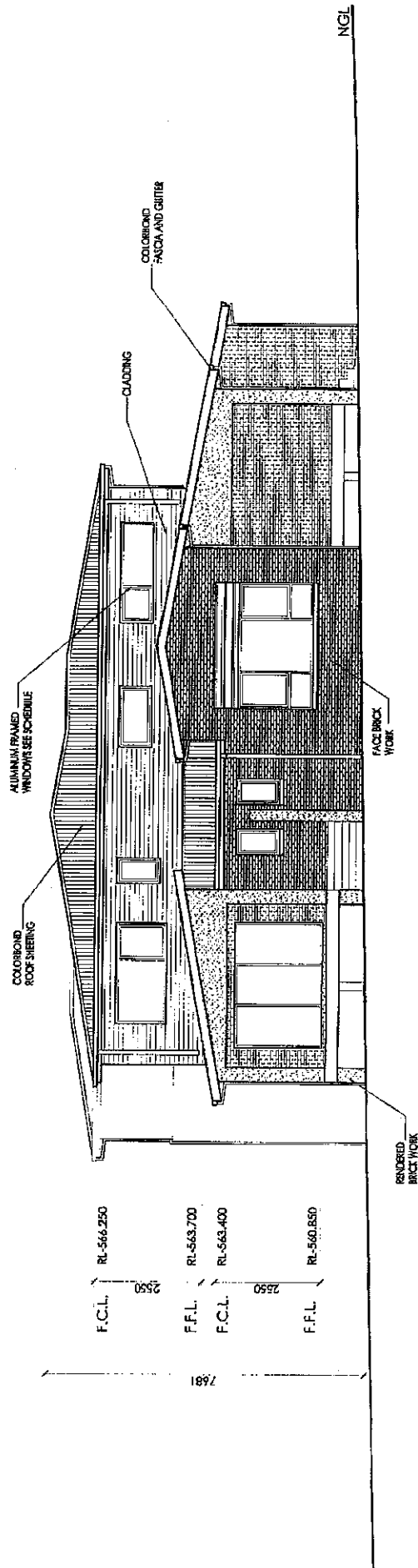
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SUBURB: MACGREGOR

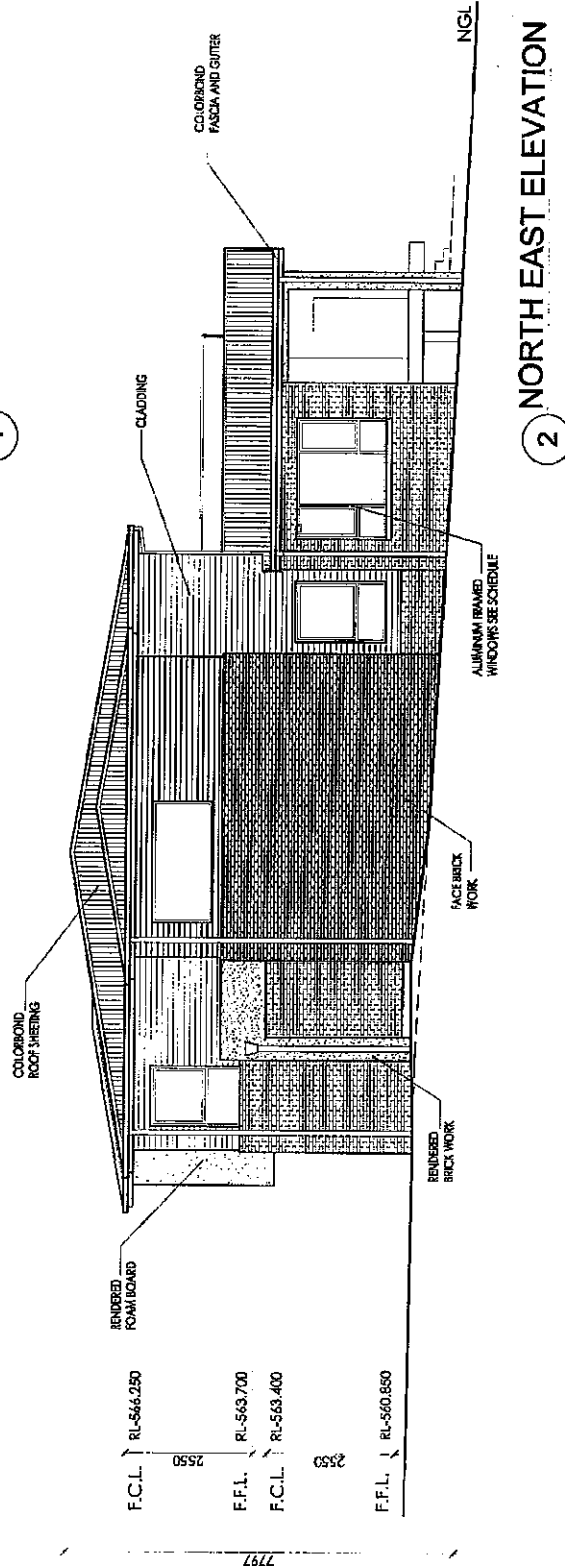
CLIENT: O'CONNOR

SHEET TITLE
ELEVATIONS

DATE	JOB NO:	DRAWN BY
10 MAY 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	B	5



1 NORTH WEST ELEVATION



2 NORTH EAST ELEVATION

DESIGN:

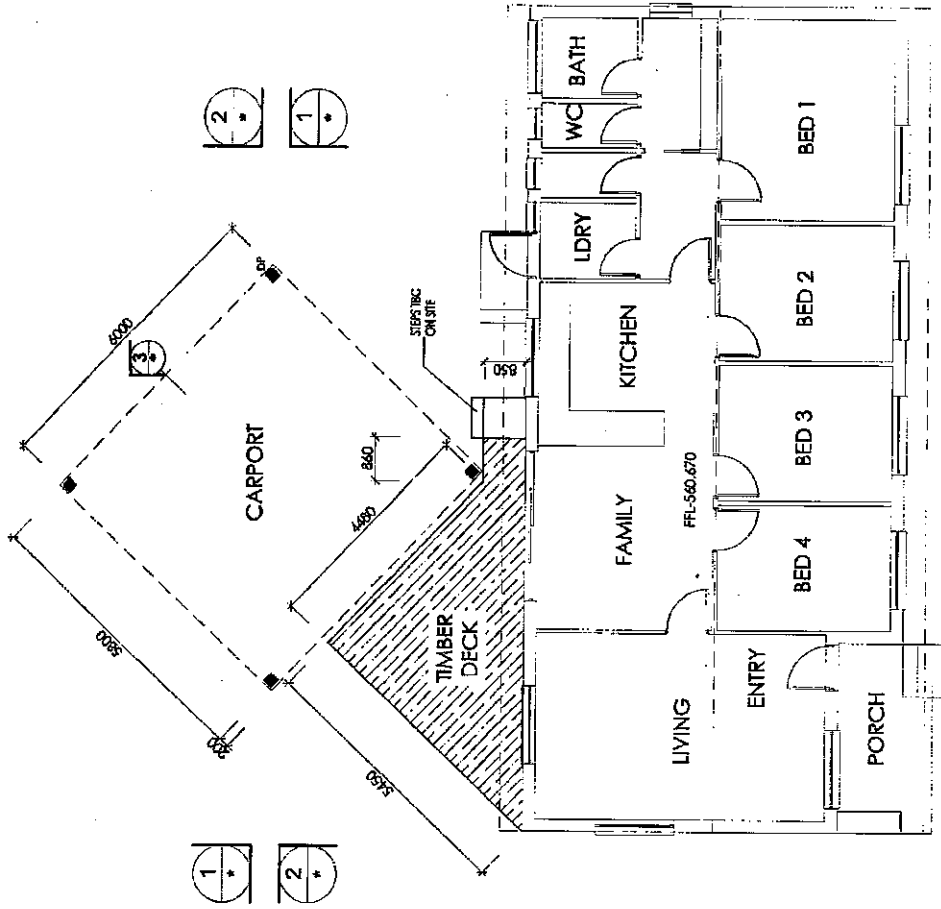
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PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

SHEET TITLE
ELEVATIONS

DATE	JOB NO:	DRAWN BY
10 MAY 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	B	6



1 FLOOR PLAN

EXISTING RESIDENCE 120.1m²
 PROPOSED TIMBER DECK 16.9m²
 PROPOSED CARPORT 34.8m²

BUILDER TO CONFIRM LOCATION OF
 THE NEW WORK IN RELATION TO THE
 EXISTING STRUCTURES CONDITIONS
 AND DIMENSIONS ON SITE PRIOR TO
 COMMENCEMENT OF WORKS.

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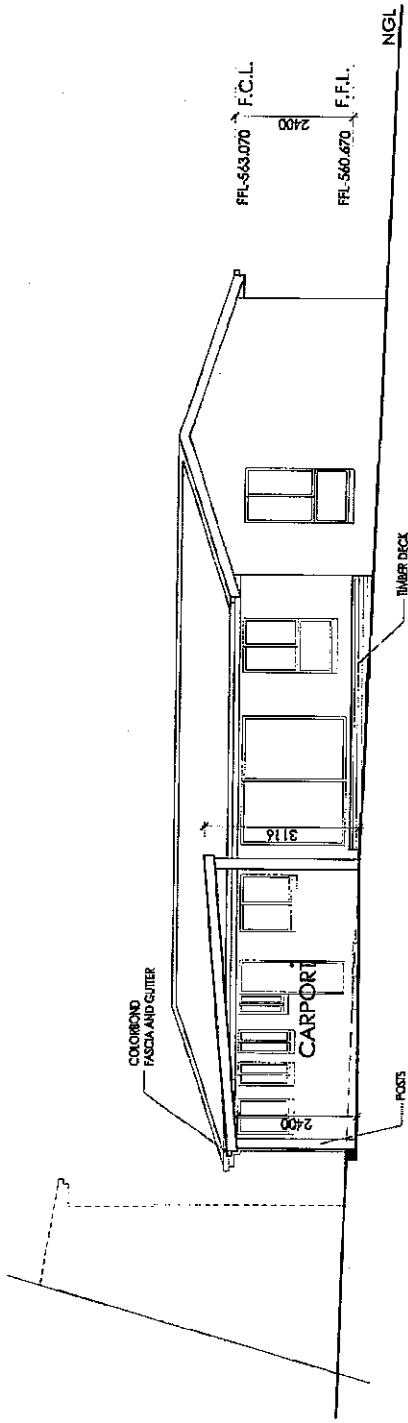
PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65
 SUBURB: MACGREGOR
 CLIENT: O'CONNOR

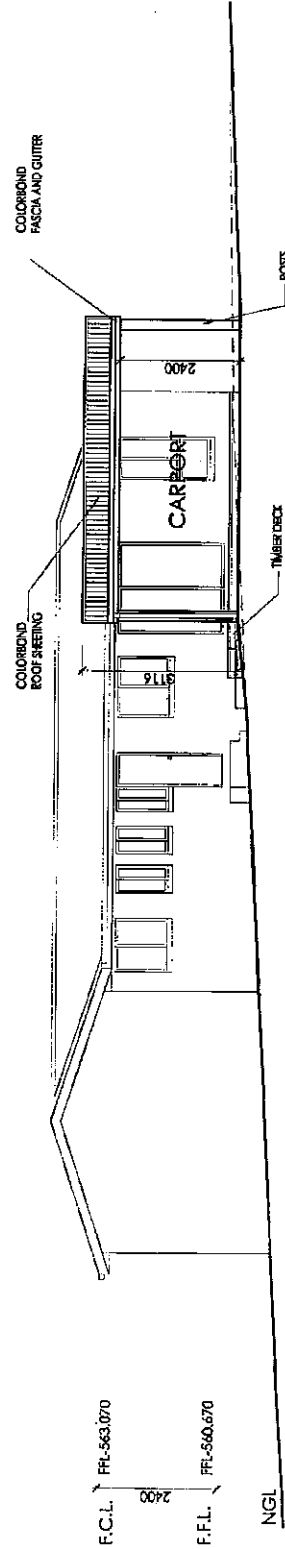
SHEET TITLE

EXISTING FLOOR PLAN

DATE	JOB NO:	DRAWN BY
26 FEB 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	A	8



1 SOUTH EAST ELEVATION



2 SOUTH WEST ELEVATION

BUILDER TO CONFIRM LOCATION OF THE NEW WORK IN RELATION TO THE EXISTING STRUCTURES CONDITIONS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORKS.

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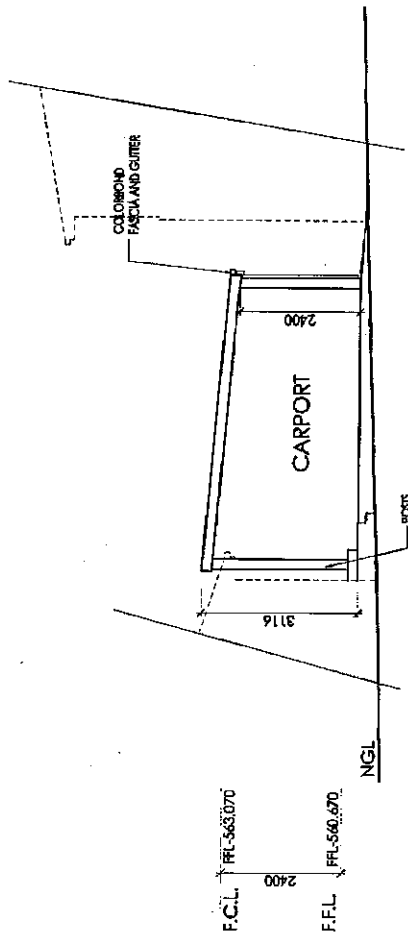
PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

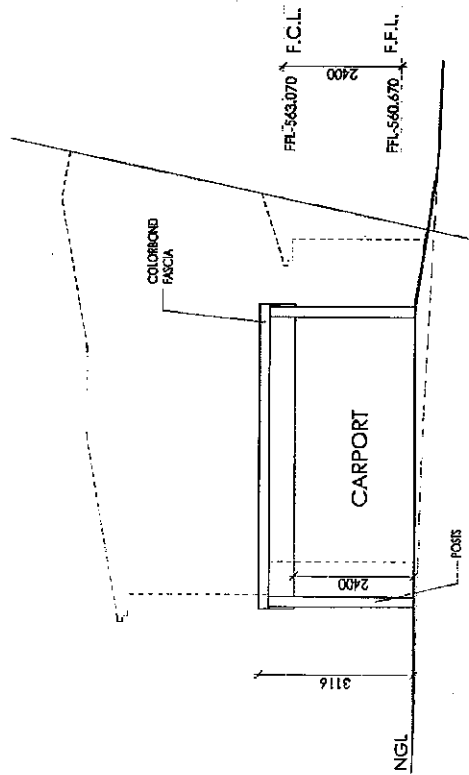
SHEET TITLE

EXISTING ELEVATIONS

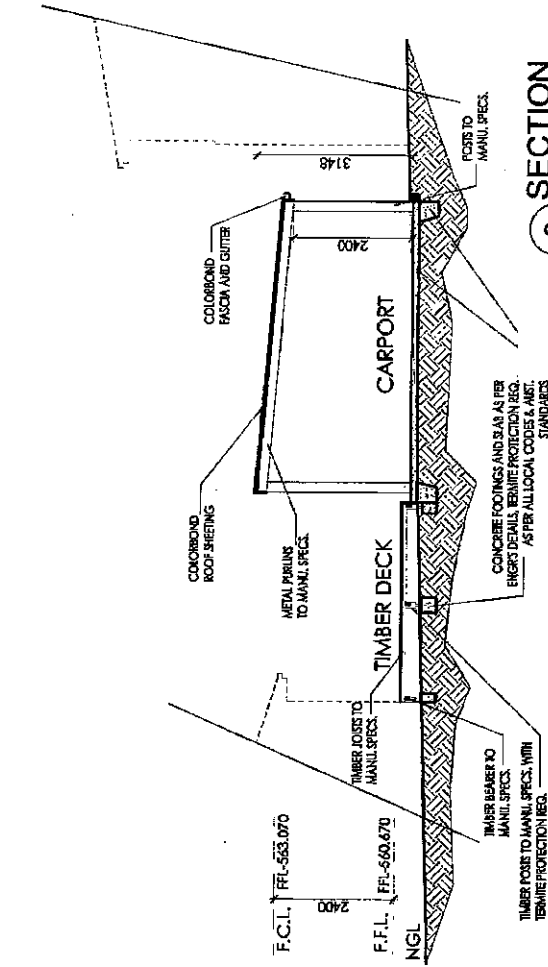
DATE	JOB NO:	DRAWN BY
26 FEB 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	A	9



1 NORTH WEST ELEVATION



2 NORTH EAST ELEVATION



3 SECTION

BUILDER TO CONFIRM LOCATION OF THE NEW WORK IN RELATION TO THE EXISTING STRUCTURES CONDITIONS AND DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF WORKS.

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PROPOSED DUAL OCCUPANCY

BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
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SHEET TITLE
EXISTING ELEVATIONS

DATE	JOB NO:	DRAWN BY
26 FEB 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	A	10

NOTES:

EXISTING TREES

All trees are to be retained.
Existing crown clearances not to be altered.
Ensure construction equipment can pass beneath lowest limbs.
Crowns and apices of canopy not to be altered or reduced.

SERVICE ENTRY TO SITE

All trenching work to verges to be submitted to city parks for approval.
Number of verge crossings to be minimized.

FENCING

Fences of existing trees beneath the extent of the crown spread or along verges.
Use 1800mm high chain mesh fence.
Fencing to be erected on the commencement of construction and removed at the commencement of landscaping.

STORAGE OF MATERIALS

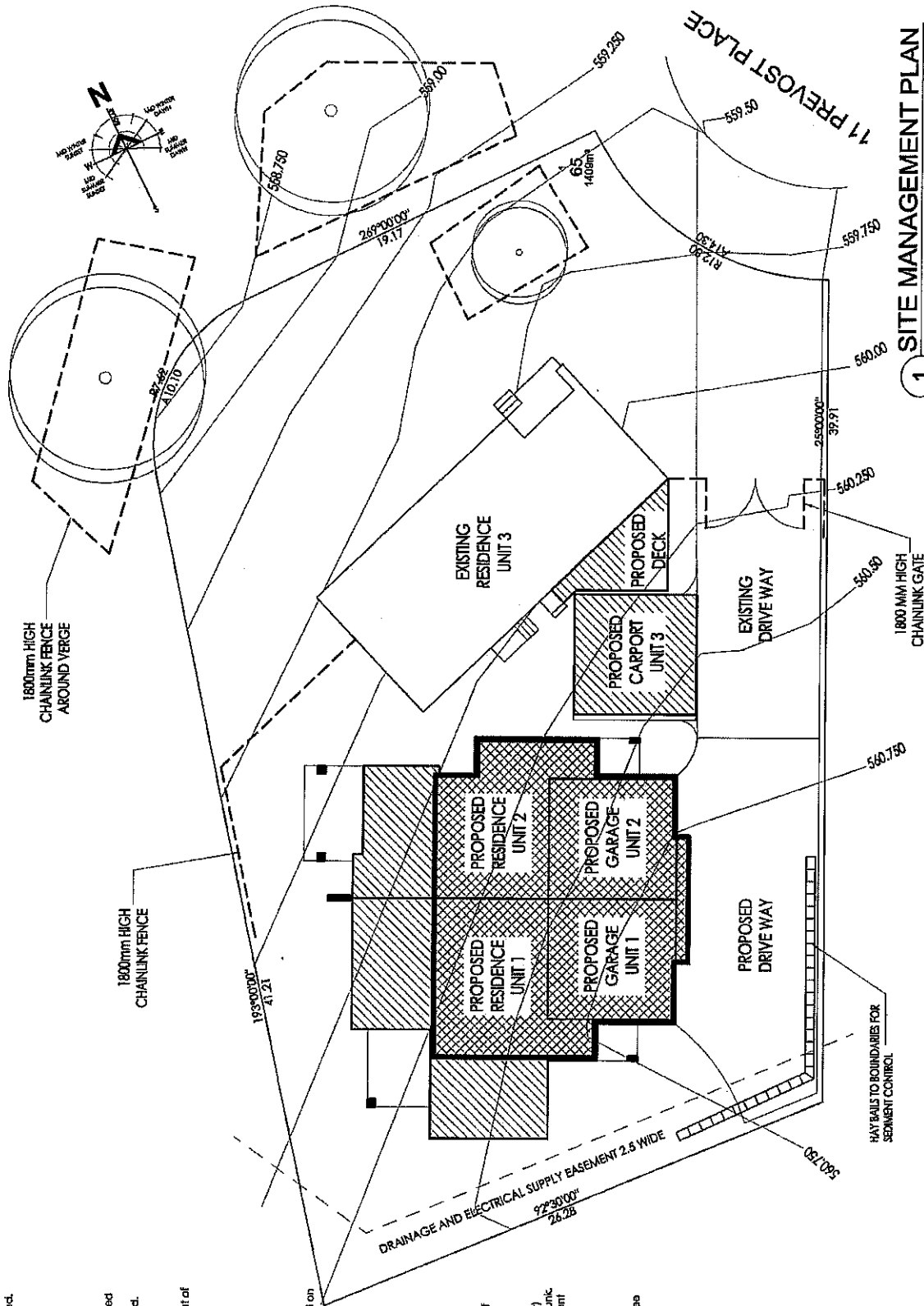
No construction materials are to be stored on the verge.
No car parking or equipment parking permitted on verges.

RESTORATION WORK

Verge to be completely restituted on completion including grading, grassing and/or turf to city parks requirements.

NOTES FROM LANDSCAPE DESIGN & CONSTRUCTION GUIDELINES

Do not excavate within the feeder zone of any native Eucalyptus species.
All work within the drip zone must be undertaken by hand.
Do not sever large roots (>50mm diameter) closer than halfway from drip line to the trunk.
All roots must be cut clearly with equipment specifically designed to cut roots or other pruning equipment.
Roots exposed during excavation must be protected from desiccation.
Excavation occur within the drip zone of a tree is to be restituted to one side of the tree only.



1 SITE MANAGEMENT PLAN

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PROPOSED DUAL OCCUPANCY





BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
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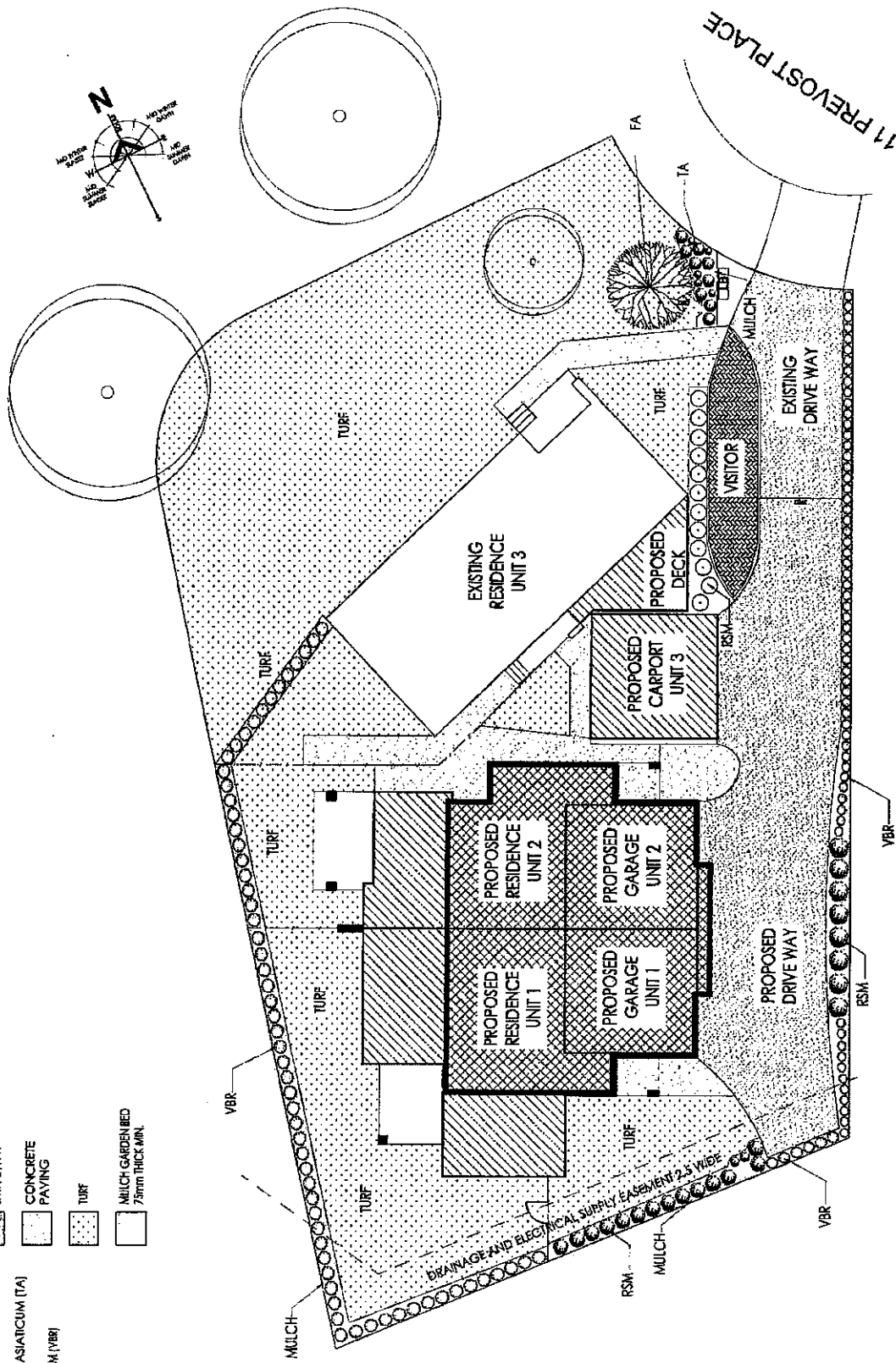
SHEET TITLE

SITE MANAGEMENT PLAN

DATE: 26 FEB 2016
JOB NO: 3944
SCALE: 1:200 @ A3
DRAWN BY: AD
REVISION: A
DWG NO: 11

-  RHAPHIOLEPIS SNOW MAIDEN (RSM)
-  TRACHELOSPERMUM ASIATICUM (TA)
-  VIBURNUM ODORATISSIMUM (VBR)
-  FLOWERING ASH TREE (FA)

-  CONCRETE DRIVEWAY
-  CONCRETE PAVING
-  TURF
-  MULCH GARDEN BED 75mm THICK MIN.



ALL TREES AND SCREENING SHRUBS TO BE OF SEMI-MATURE STOCK WITH A MATURE HEIGHT OF 4000 MIN

1 LANDSCAPE PLAN

DESIGN:

PROPOSED DUAL OCCUPANCY

SHEET TITLE	LANDSCAPE PLAN	JOB NO:	DRAWN BY
DATE	3 JUN 2016	3944	AD
SCALE	1:200 @ A3	REVISION	DWG NO
		B	12

BLOCK: 1 SECTION: 65
SUBURB: MACGREGOR
CLIENT: O'CONNOR

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SAFE DESIGN OF STRUCTURES CODE OF PRACTICE

1. FALLS, SLIPS AND TRIPS

1.1 WORKING AT HEIGHTS

1.1.1 DURING CONSTRUCTION

Whenever possible, components for this building should be prefabricated off site or at ground level to minimise the risk of workers falling more than two metres. However, construction of this building will require workers to be working at heights where a fall in excess of two metres is possible and injury is likely to result from such a fall. The Builder should provide a suitable barrier whenever a person is required to work in a situation where falling more than two metres is a possibility.

1.1.2 DURING OPERATION OR MAINTENANCE

Houses or other low-rise buildings where scaffolding is appropriate; maintenance of windows, walls, roofs or other components of this building will require persons to be working at heights where a fall in excess of two metres is possible. Where this type of activity is required, scaffolding, ladders and trussies should be used in accordance with relevant codes of practice, regulations or legislation. Buildings where scaffolding, ladders and trussies are not appropriate; Cleaning and maintenance of windows, walls, roofs or other components of the building will require persons to be situated where a fall from a height in excess of two metres is possible. Where this type of activity is required, fall barriers or Personal Protective Equipment (PPE) should be used in accordance with relevant codes of practice, regulations or legislation.

1.1.3 ANCHORAGE POINTS

Anchor points for portable scaffold or fall arrest devices have been included in the design for use by maintenance workers. Any persons engaged to work on the building after completion of construction work should be informed about the anchorage points.

1.2 SLIPPERY OR UNEVEN SURFACES

1.2.1 FLOOR FINISHES - Specified

If finishes have been specified by the Designer, these have been selected to minimise the risk of floors and paved areas becoming slippery when wet or when walked on with wet shoes/feet. Any changes to the specified finish should be made in consultation with the designer or, if this is not practical, surfaces with an equivalent or better slip resistance should be chosen.

1.2.2 FLOOR FINISHES - By Owner

If the Designer has not been involved in the selection of surface finishes, the Owner is responsible for the selection of surface finishes in the pedestrian-trafficable areas of the building. Surfaces should be selected in accordance with AS HB 197:1989 and AS/NZS 4586:2004.

1.2.3 STEPS, LOOSE OBJECTS AND UNEVEN SURFACES

Due to the design requirements for the building, steps and/or ramps are included in the building that may be a hazard to workers carrying objects or otherwise occupied. Steps should be clearly marked with both visual and tactile warnings. During construction, maintenance, demolition, and at all times when the building is occupied, the Designer should ensure that all building owners and occupants should monitor the pedestrian access ways and, in particular, access to areas where maintenance is routinely carried out, to ensure that surfaces have not moved or cracked such that they become uneven and present a trip hazard. Spills, loose material, stray objects or any other matter that may cause a slip or trip should be cleaned or removed from access ways.

Contractors should be required to maintain a tidy work site during construction; maintenance or demolition to reduce risk of trips and falls at this workplace. Materials for construction or maintenance should be stored in designated areas away from access ways and work areas.

2. FALLING OBJECTS

2.1 LOOSE MATERIALS OR SMALL OBJECTS

Construction, maintenance or demolition work on or around the building is likely to involve persons working above ground level or above floor level. To minimise the risk of falling objects, the following measures should be taken to avoid objects falling from the area where work is being carried out, onto persons below:

1. Prevent or restrict access to areas below where the work is being carried out.
2. Provide toe boards to scaffolding and work platforms.
3. Provide a protective structure below the work area.
4. Ensure that all persons below the work area have Personal Protective Equipment.

2.2 BUILDING COMPONENTS

During construction, renovation or demolition of the building, parts of the structure including fabricated steelwork, heavy panels and many other components will remain standing prior to or after supporting parts are in place. Contractors should ensure that temporary bracing or other required support is in place at all times when collapse, which may injure persons in the area, is a possibility.

Mechanical lifting of materials and components during construction, maintenance or demolition presents a risk of falling objects. Contractors should ensure that appropriate lifting devices are used, that loads are properly secured, and that access to areas below the load is prevented or restricted.

3. TRAFFIC MANAGEMENT

Buildings on a major road, narrow road or steeply inclined road; Parking of vehicles or loading/unloading of vehicles on the roadway may cause a traffic hazard. During construction, maintenance or demolition of the building, designated parking for workers and loading areas should be provided. Contractors should ensure that management personnel should be responsible for supervision of these areas.

Buildings where on-site loading/unloading is restricted; Construction of the building may require loading and unloading materials on the roadway. Deliveries should be well planned to avoid congestion of leading areas and trained traffic management personnel should be used to supervise loading/unloading areas.

All buildings; Heavy construction and demolition sites present a risk of collision when managers and/or traffic are moving within the site. A traffic management plan should be implemented for the work site.

4. SERVICES

General:

Rupture of services during excavation for other activity creates a variety of risks including release of hazardous material. Existing services may be located on or around the building site. Where known, these are identified on the site plan. Contractors should ensure that the location and extent of services may vary from that indicated. Services should be identified and marked by an appropriate service (such as Dig Before You Dig, Telstra, etc.) before any excavation practice should be engaged, and where necessary, specialist contractors should be engaged.

Locations with underground power lines; Underground power lines may be located in or around the site. All underground power lines must be disconnected or accurately located and adequate warning signs used prior to any construction, maintenance or demolition work commencing.

Overhead power lines; Overhead power lines should be identified and marked by an appropriate service (such as Dig Before You Dig, Telstra, etc.) before any excavation practice should be engaged, and where necessary, specialist contractors should be engaged. Locations with underground power lines; Underground power lines may be located in or around the site. All underground power lines must be disconnected or accurately located and adequate warning signs used prior to any construction, maintenance or demolition work commencing.

Overhead power lines; Overhead power lines should be identified and marked by an appropriate service (such as Dig Before You Dig, Telstra, etc.) before any excavation practice should be engaged, and where necessary, specialist contractors should be engaged.

THESE NOTES MUST BE READ AND UNDERSTOOD BY ALL INVOLVED IN THE PROJECT.

THIS INCLUDES (BUT NOT LIMITED TO): OWNER, BUILDER, SUB-CONTRACTORS,

CONSULTANTS, OPERATORS, RENOVATORS, MAINTAINERS AND DEMOLISHERS.

5. MANUAL TASKS

Components within the design with a mass in excess of 25 kg should be lifted by two or more workers, or by a mechanical lifting device. This is not practical, suppliers or fabricators should be required to limit the component mass. All material packaging, building and maintenance components should clearly show the total mass of packages and where practical all items should be stored on site in a way that minimises bending before lifting. Advice should be provided on safe lifting methods in all areas where lifting may occur.

Construction, maintenance and demolition of the building will require the use of electrical equipment. These should be fully maintained in accordance with the manufacturer's specifications and not used where faulty or, in the case of electrical equipment, not carrying a current electrical safety tag.

All safety guards and devices should be regularly checked and Personal Protective Equipment should be used in accordance with the manufacturer's specification.

6. HAZARDOUS SUBSTANCES

6.1 ASBESTOS

For alterations to or demolition of a building constructed prior to 1980, if the building was constructed prior to 1980 - it may contain asbestos. 1980 - It is likely to contain asbestos, either in cladding material or in fire-retardant insulation material. In either case, the builder should check and, if necessary, take appropriate action before demolishing, cutting, sanding, drilling or otherwise disturbing the existing structure.

6.2 POWDERED MATERIALS

Many materials used in construction of the building can cause harm if inhaled in powdered form. Persons working on or in the building during construction, operational maintenance or demolition should ensure good ventilation and wear Personal Protective Equipment, including protection against inhalation while using powdered material, including sanding, drilling, cutting or otherwise disturbing or creating powdered material.

6.3 TREATED TIMBER

The design of the building may include provision for inclusion of treated timber. Treated timber, such as timbers from the material can be harmful. Persons working on or in the building during construction, operational maintenance or demolition should ensure good ventilation and wear Personal Protective Equipment, including protection against inhalation of harmful material when sanding, drilling, cutting or using treated timber in any way that may cause harmful material to be released. Do not burn treated timber.

6.4 VOLATILE ORGANIC COMPOUNDS

Many types of glues, solvents, spray paints, paints, varnishes and some other materials and components have dangerous emissions. Areas where these materials are used should be well ventilated. Material is being used and for a period after installation. Personal Protective Equipment may also be required. The manufacturer's recommendations for use must be carefully considered at all times.

6.5 SYNTHETIC MINERAL FIBRE

Glass fibre, rock wool, ceramic and other material used for thermal or acoustic insulation may contain synthetic mineral fibre which may be harmful if inhaled, or if it comes into contact with the skin, eyes or other parts of the body. Personal Protective Equipment, including protection against inhalation of harmful material, should be used when installing, removing or working near bulk insulation material.

6.6 TIMBER FLOORS

The building may contain timber floors that have an applied finish. Areas where finishes are applied should be kept well ventilated during sanding and application, and for a period after installation. Personal Protective Equipment may also be required. The manufacturer's recommendations for use must be carefully considered at all times.

7. CONFINED SPACES

7.1 EXCAVATION

Construction of the building and some maintenance on the building may require excavation and installation of items within the excavation. Where practical, installation should be carried out using methods that do not require workers to enter the excavation. Where this is not practical, adequate support for the excavated area should be provided to prevent collapse. Warning signs and barriers to prevent accidental or unauthorised access to all excavations should be provided.

7.2 ENCLOSED SPACES

Buildings with enclosed spaces where maintenance or other access may be required; Enclosed spaces within the building may present a risk to persons engaged in maintenance or other access. The design documentation calls for warning signs and barriers to unauthorised access. Where workers are required to enter enclosed spaces, the following equipment and Personal Protective Equipment should be provided.

7.3 SMALL SPACES

Buildings with small spaces where maintenance or other access may be required; Some small spaces within the building may require access by construction and maintenance workers. The design documentation calls for warning signs and barriers to unauthorised access. These should be provided to prevent accidental or unauthorised access to all small spaces. Where workers are required to enter small spaces, they should be advised of the risks and, if necessary, take appropriate action before entering. Manual lifting and other manual activity should be restricted in small spaces.

8. PUBLIC ACCESS

Public access to construction and demolition sites and to areas under construction should be controlled. Warning signs and barriers should be provided to prevent accidental or unauthorised access. Where workers are required to enter small spaces, they should be advised of the risks and, if necessary, take appropriate action before entering. Manual lifting and other manual activity should be restricted in small spaces.

9. OPERATIONAL USE OF BUILDING

RESIDENTIAL BUILDINGS

The building has been designed as a residential building. If the building is used for other purposes, the design documentation should be replaced with the design documentation for the new use.

NON-RESIDENTIAL BUILDINGS

The building has been designed to meet the requirements of the classification identified on the drawings. The specific use of the building is not known at the time of the design and a further assessment of the workplace health and safety issues should be undertaken at the time of fit-out for the end use.

Non-residential buildings where the end-use is known; The building has been designed for the end-use is known. The design documentation should be replaced with the design documentation for the new use. The building has been designed for the end-use is known. The design documentation should be replaced with the design documentation for the new use.

10. OTHER HIGH-RISK ACTIVITY

All electrical work should be carried out in accordance with Code of Practice: Managing Risks of Plant at the Workplace. All work should be carried out in accordance with Code of Practice: Managing Noise and Preventing Hearing Loss at Work. Due to the history of serious incidents, it is recommended that particular care be exercised when undertaking work involving steel construction and concrete placement. All this above applies.

SHEET TITLE

SAFE DESIGN

DATE	JOB NO:	DRAWN BY
26 FEB 2016	3944	AD
SCALE	REVISION	DWG NO
1:100 @ A3	A	14

PROPOSED DUAL OCCUPANCY

BLOCK: 1	SECTION: 65
SUBURB: MACGREGOR	
CLIENT: O'CONNOR	

solarcert
BUILDING DESIGNS
info@solarcert.com.au - (02) 62901819

DESIGN :



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



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

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

Property Information

Unit 2 Block 1 Section 65
Street Address Macgregor
Property Owner MJLE Property One Pty Ltd
Owner's Address

Energy Rating Assessor

Name Sulaiman Akbari [COLA Lic No. 2011217] Company Arc Essentials
Address 3 Lamilami Place, Bonner
Telephone 0468920700 Email arc essentials@hotmail.com
House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m ²)		Loads (area adjusted MJ/m ² /annum)		
6	Conditioned	Unconditioned	Heat	Cool	Total
	123.8	52.3	135.1	15.7	150.7

Rating Elements

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

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	Sarking & Blanket	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 5.0	Residence			
Plasterboard	R 5.0	Garage/Residence Above			
Floors					
Construction Type	Insulation R Value	Insulation description			
Concrete Slab on Ground	None				
Suspended Timber Floor	R 2.0	Underside exposed upper level			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	R 2.0	Between Residence/Garage			
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Brick Veneer	R 2.0 + Sarking	Medium			
Cladding as selected	R 2.0 + Sarking				
Green board or Similar	R 2.0 + Sarking				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value*	SHGC*	Area (m ²)	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.57	0.75	25.4	
Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)					
Venetian blinds, Carpets to Bedrooms, Tiles to Living Areas					
External Shading (eg pergolas, verandas, louvres, awnings etc)					
Shading Devices as per Plans					
Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration					
Orientation (from nominal north)	30	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.			
Terrain category	Climate 24				
Ventilated skylights	None				
Seals to windows and doors	Yes				
Exhaust fans without dampers					
Vented downlights	Sealed Lighting				



Certificate of Occupancy and Use

Certificate No.: **B20172859C1**

Access Canberra 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
	1	65	MACGREGOR	BELCONNEN	Australian Capital Territory

Plans

B20172859/A

B20172859/B

Building Works

Class of Occupancy	Nature of Work	Project Item Description	Other Description	Type Of Const.	Unit	BCN ID	Builder
1a(II)	New Medium Density	RESIDENCE		NA	1	B20172859N1	CONNECTED BUILDING COMPANY PTY LTD
10a	New	GARAGE	including alfresco and porch	NA	1	B20172859N1	CONNECTED BUILDING COMPANY PTY LTD
1a(II)	New Medium Density	RESIDENCE		NA	2	B20172859N1	CONNECTED BUILDING COMPANY PTY LTD
10a	New	GARAGE	including alfresco and porch	NA	2	B20172859N1	CONNECTED BUILDING COMPANY PTY LTD

Comments

Important Note:

1. Statutory warranties and statutory warranty insurance or a statutory warranty fidelity certificate apply in relation to some or all of the building work.

2. The issue of this certificate in respect of a building or a portion of a building does not affect the liability of a person or other entity to comply with the provisions of an ACT law, including the Building Act 2004, relating to the building or portion of the building.

Issued by: **Bojan Sekara**

Issued on: **04/07/2018**

Delegate of the ACT Construction
Occupations Registrar.

Schedule 4

Default Rules

1 Definitions—Default Rules

- (1) In these Rules:

Executive Committee Representative means a person authorised in writing by the Executive Committee under Rule 10 (4).

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

- (2) A word or expression in the Act has the same meaning in these Rules.

2 Payment of rates and taxes by unit Owners

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

3 Repairs and maintenance

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

4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
(a) in accordance with the express permission of the Owners Corporation by unopposed resolution; and
(b) in accordance with the requirements of any applicable Territory Law (for example, a law requiring development approval to be obtained for the erection or alteration).

Note An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132).

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

5 Use of common property

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit.

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

Schedule 4

Default Rules

8 Noise

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

9 Illegal use of unit

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

10 What may an Executive Committee representative do?

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

11 Seal of Owners Corporation

- (1) For the attaching of the seal of the Owners Corporation to a document to be effective—
 - (a) the seal must be attached by decision of the Executive Committee; and
Note - Executive Committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the Committee (see Unit Titles Act 2001, s 88).
 - (b) the seal must be attached in the presence of two (2) Executive members; and
 - (c) the Executive members witnessing the attaching of the seal must sign the document as witnesses.

Strata Management Agreement



THE OWNERS – UNIT PLAN No.:
Address: 11 Prevost Place Macgregor ACT 2615

["Owners Corporation"]

ABN No.:

NAME OF AGENT: Signature Strata Pty Limited ["Agent"]
Address: 4/21 Napier Street, Deakin ACT 2600
Telephone: 02 6185 0347

ABN No.: 26 618 370 040

Email: info@signaturestrata.com.au

Particulars

Commencement Date	
Term	2 years from the Commencement Date
Agreed Services Fee	\$1,800.00 per annum (incl. GST) -- Year 1 \$1,890.00 per annum (incl. GST) -- Year 2, and any Holding Over Period
Agreed Services	Services set out in Schedule A to this Agreement.
Additional Services	Services set out in Schedule B to this Agreement
Additional Service Fees	Services set out in Schedule C to this Agreement
Unit Plan	means Unit Plan
Payment Method	Monthly in advance
Fee Review Method	5.00% per annum
Limit of Expenditure	

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: _____
Name: _____
Position: _____

Signature: _____
Name: _____
Position: _____

SERVICE PROVIDER -

Signed on behalf of Signature Strata by:

In the presence of (witnessed by):

Signature: _____
Name: _____
Position: _____

Signature: _____
Name: _____
Position: _____

SERVICE -

The Owners Corporation acknowledges receipt of a copy of this Agreement within 48 hours of execution by the, Owner's Corporation.

Signature: _____

Print Name: _____

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Operative Provisions

1. Definitions

In this Agreement:

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 Unit 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.

Standard Work means:

- a) construction work where there is no requirement to work above 3 metres, including but not limited to the replacement of roofing and guttering;
- b) general maintenance works, including but not limited to: lawn mowing; gardening; window cleaning (below 3 metres); and painting;
- c) minor maintenance repairs, including but not limited to: repair and replacement of leaking pipes; replacing pavers and tiles; and lockreplacement and repair;
- d) 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:
 - i) if any of these works require a principal contractor (as defined under the WHS Act and WHS Regulation) to be appointed then the works will be considered to be Non-Standard Work; and
 - ii) 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 2001* (ACT).

2. Warranties & 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

- a) This Agreement will operate for the duration of the Term unless by agreement of both parties or until terminated in accordance with either Clause 9 or Clause 10.
- b) After expiry of the Term, this Agreement will continue on a month to month basis, for a maximum period of 12 months or until:
 - i) a new Agreement has been executed; or
 - ii) this Agreement has been terminated by either party giving 14 days written notice to the other party.

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 via direct debit.
- b) The Additional Services Fee is payable in accordance with the Payment Method, upon receipt of a tax invoice from the Agent.
- c) 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 by the Owners Corporation

The Owners Corporation may terminate this Agreement:

- a) at the end of the Term, by giving notice in writing not less than 28 Days' prior to the end of the Term to the Agent that it does not wish the Agreement to continue;
- b) immediately by notice in writing to the Agent if the Agent fails or neglects to carry out the Agreed Services or any Additional Services which it has agreed to provide and:
 - i) the Owners Corporation has given notice in writing requiring the Agent to rectify the breach within 28 days; and
 - ii) the Agent has failed to rectify the breach;
- c) immediately by notice in writing to the Agent if the Agent is guilty of gross misconduct or gross negligence in the performance of the Agreed Services or any Additional Service which it has agreed to provide; or
- d) immediately by notice in writing to the Agent if the Agent has a liquidator, receiver or administrator appointed, other than where the appointment is for the purpose of reconstruction or amalgamation of its business
- e) at any time for no reason by giving 28 days' notice in writing to the Agent.

10. Termination by the Agent

The Agent may terminate this Agreement:

- a) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails or neglects to carry out its duties pursuant to Clause 6 and:
 - i) the Agent has given notice in writing requiring the Owners Corporation to rectify the breach within 28 days; and
 - ii) the Owners Corporation has failed to rectify the breach;
- b) immediately by notice in writing to the Owners Corporation if the Owners Corporation fails to pay the Agent the Management Fee, Additional Services Fees or other money payable in accordance with this Agreement for 14 days after the payment is due;
- c) immediately by notice in writing to the Owners Corporation if any person applies to vary the Crown lease for the Land pursuant to section 166 of Act;
- d) immediately by notice in writing to the Owners Corporation if any person applies to cancel the Unit Plan pursuant to section 160 of the Act; or
- e) at any time for no reason by giving 28 days' notice in writing to the Owners Corporation.

11. 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.

12. Limitation & 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) 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 Unit Plan;
 - ii) any injury or death of any person on the Common Property or any of the units in the Unit 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 Unit Plan, except where the loss or damage was directly caused solely by the negligence or wilful breach of this Agreement by the Agent.

13. 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.

14. Work Health & Safety

- a) The parties agree that they will each comply with their respective obligations under the WHS Act and WHS Regulation.
- 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.

15. GST

- a) Words or expressions used in this Clause 15, 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 in connection with 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.

16. 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

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. The Agent will charge separately for disbursements incurred in carrying out the Agreed Services.

1. Accounting

- a) Managing the funds of the Owners Corporation, including:
 - i. paying Invoices on behalf of Owners Corporation (e.g. for water charges, rates, maintenance and Agent's fees and expenses under this Agreement)
 - ii. paying disbursements and expenses incurred in the connection with the Agent's management under this Agreement;
 - iii. establishing and maintaining the trust account in accordance with the provisions of the *Agents Act 2003* (ACT); and
 - iv. Issuing levy notices for standard levies.
 - v. Preparing, and (where applicable) filing, accounts and budgets, including:
 - a. financial statements for each Executive Committee Meeting;
 - b. financial statements and levy status report as and when reasonably required for general meetings;
 - c. prepare administrative fund budget and arrange for sinking fund budget; and
 - d. manage administrative fund and sinking fund.

2. Insurance

- a) If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier then the following are Agreed Services:
 - i. 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.
 - ii. 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 15 minutes or is in excess of \$5,000.00, the claim is not routine and will be an Additional Service.
 - iii. If the insurance the Owner's Corporation has taken out is through a Disclosed Supplier, however during the Term the Disclosed Supplier no longer provides a payment to the Agent, then all insurance related services will become Additional Services within 14 days of the Agent providing a notice to the Owner's Corporation to that effect.
 - iv. If the insurance the Owner's Corporation has taken out is not through a Disclosed Supplier then all insurance related services will be Additional Services.

3. Secretarial

- a) Maintaining the corporate register and minute book including electronic rolls.
- b) Providing access to the corporate register to allow for the inspection of records in accordance with section 116 of the Management Act.
- c) Maintaining an up to date correspondence file.
- d) Recording and retaining notices received by the Owners Corporation under section 115 of the Management Act.
- e) Maintaining and administering the use of the common seal.
- f) Attending to routine communication with the Executive Committee or Unit Owners via fax, email, verbal, letter etc.

4. Meetings

- a) Preparing and distributing notices of Annual General Meetings.
- b) Attending Annual General Meetings held at the Agent's premises (or other venues by agreement), including after-hours attendance except where the Unit Plan consists of 25 or fewer units in which case all meetings will be held during office hours.
- c) Attending up to 1 ('Agreed Number') Executive Committee Meetings per year. Where the Unit Plan consists of 25 or fewer units, all Executive Committee Meetings will be held at the Agent's premises during office hours. For larger Owners Corporations, after hours meetings can be arranged by agreement.
- d) Preparing and distributing minutes of Annual General Meetings.
- e) Arranging venue for meetings where necessary – Any costs for meeting venues will be disbursed to the Owners Corporations.
- f) Are to commence no earlier than 8.00 am and conclude no later than 8.00 pm Mon – Fri, unless arrangements have been agreed to prior to the commencement of the meeting. Meetings held outside of these hours may incur additional charges.

5. Rules

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

6. Repairs & Maintenance

- a) Arranging building inspections and reports.
- b) Arranging for appropriately qualified 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).
- c) 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.

7. After Hours Contact

After hours services are available between the hours of 7am and 10pm Monday to Sunday, for legitimate emergencies only. Any matters not deemed to be an emergency will be referred to the office of the managing agent for action on the next business day.

Schedule B – Additional Services

1. Executive Committee Meetings

- a) Preparing and distributing notices of Executive Committee Meetings in excess of the Agreed Number of meetings.
- b) Attending Executive Committee Meetings in excess of the Agreed Number of Executive Committee Meetings.
- c) Preparing and distributing minutes of Executive Committee Meetings.
- d) Hourly charges will apply for offsite meetings scheduled to begin at 5.30pm or later or that run past 5.30pm.

2. General Meetings other than the Annual General Meeting

- a) Preparing and distributing notices of additional or extraordinary General Meetings.
- b) Attending additional or extraordinary General Meetings.
- c) Preparing and distributing minutes of additional or extraordinary General Meetings.

3. Room Hire Charges

- a) Meetings held in the office of the managing agent will be at no charge to the Owners Corporation, where the venue meets the requirements of the meeting i.e. size of meeting attendance.
- b) Meetings held off-site will be disbursed to the Owners Corporation.

4. Off Site After Hours Meeting Charges

- a) Charges will apply for any offsite after hours meeting scheduled to begin at 5.30pm or later or that run past 5.30pm.
- b) Charges continue for each subsequent hour (or part thereof in 15 minute intervals).

5. Repairs & Maintenance

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

6. Insurance

Administering claims and other activities involved in the minimisation of loss, liaison with Loss Adjusters and other related activities.

7. Rules

Issuing and serving notice to comply with the rules.

8. Accounting

- a) GST related activities (including checking tax invoices, supplying ABN details and BAS preparation and lodgement).
- b) Additional financial reports or reports prepared to specific requirements, including providing monthly accounts paid summary;
- c) Preparation and lodgement of any annual tax return required by law;
- d) Assisting an Auditor if applicable.
- e) Monitoring and arrange recovery of levy arrears which have been outstanding for more than 30 days.
- f) Issuing Levy Notices for Non-Standard Levies.

9. Unit Title Certificates

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

10. General

- a) Initiate debt recovery action for all levies which have been outstanding for more than 60 days.
- b) Appointing Solicitors to represent the Owners Corporation in tribunal or court proceedings.
- c) Briefing Solicitors or representing the Owners Corporation in any disputes (including mediation, adjudication, arbitration, and tribunal or court proceedings).
- d) Briefing Solicitors in relation to provision of non-dispute related advice.
- e) Assisting the Executive Committee in drafting, amending or reviewing the rules of the Owners Corporation as defined in the Management Act.
- f) Assisting the Owner's Corporation in the renewal of Lease or change in Units of Entitlement.
- g) Assisting the Owner's Corporation in changing the Lease Purpose Clause
- h) 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/unit (Inc Excl.)	Unit
1.	Prepare and distribute notices of Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings).	\$11.00	Per owner
2.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) during office hours	\$220.00 \$165.00	First Hour Each subsequent hour
3.	Attend Executive Committee Meetings (in excess of the Agreed Number of Executive Committee Meetings) outside office hours	\$330.00 \$220.00	First Hour Each subsequent hour
4.	Prepare and distribute Executive Committee Meeting minutes to all owners	\$11.00	Per owner
5.	Prepare and distribute notice of general or extraordinary meeting (other than the Annual General Meeting)	\$11.00	Per owner
6.	Attend General or Extraordinary Meetings during office hours (other than the Annual General Meeting)	\$220.00 \$165.00	First Hour Each subsequent hour
7.	Attend General or Extraordinary Meetings outside office hours	\$330.00 \$200.00	First hour Each subsequent hour
8.	Prepare and distribute Minutes of General or Extraordinary Meeting (other than the Annual General Meeting)	\$11.00	Per owner
9.	Attending meeting with Executive Committee or contractors during office hours	\$88.00	Per hour or part thereof (Plus travel time)
10.	Attending meeting with Executive Committee or contractors outside office hours (weekdays)	\$165.00	Per hour or part thereof (Plus travel time)
11.	Administering insurance claims and other activities involved in minimisation of loss, liaison with loss adjusters and other related activities.	\$220.00	Per hour charged in 15 min intervals
12.	Additional financial reports or reports prepared to specific requirements	\$165.00	Per hour charged in 15 min intervals
13.	Assist auditor in providing accounts and records for audit	\$0.00	Per hour charged in 15 min intervals
14.	Issue levy notice – non-standard ie: special levy notice	\$5.50	Per owner
15.	Provide information to solicitors in relation to applications for mediation, adjudication and/or tribunal orders	\$88.00	Per hour charged in 15 min intervals
16.	ACT Civil & Administrative Tribunal and/or Court documentation/appearance	\$300.00	Per hour charged in 15 min intervals
17.	Assist the Executive Committee in drafting Rules, amendments to Rules, & Rules reviews	\$220.00	Per hour charged in 15 min intervals
18.	Issue non-standard communication (i.e.: notice to all residents, issue of house rules etc greater than 2 / yr)	\$5.50	Per letter
19.	Renewal of lease or change in units of entitlement	At Cost	To be undertaken by third party
20.	Change to lease purpose clause	\$550.00	Per hour charged in 15 min intervals
21.	Adjourned/other meeting charge	\$220.00 \$330.00	Per hour or part thereof during business hours Per hour or part thereof after hours
22.	Attending property weekends or public holidays	\$440.00	Per hour or part thereof (plus travel time)
23.	Attending meetings weekends or public holidays	\$440.00	Per hour or part thereof (plus travel time)
24.	After hours call out	\$550.00	Per hour or part thereof (plus travel time)
25.	Lodgement of taxation return \$550 per annum disbursed	At cost	Per return, at time of lodgement.
26.	Lodgement of quarterly BAS \$275 per quarter disbursed	At cost	Per statement, at time of lodgement.
27.	Attending to other GST or tax related activities	\$275.00	Per hour charged in 15 min intervals
28.	Section 119 certificates and requisitions	\$106.00	At cost (paid by the applicant) Or other fee as determined by the regulator
29.	Levy arrears notices (to be recharged to defaulting owner):	\$75.00 \$110.00 \$110.00 \$500.00	2 nd Reminder Letter 3 rd Reminder Letter Final Notice Refer to Debt Collection Agency (plus fees)
30.	Assistance to Debt Recovery Process	\$165.00	Per hour charged in 15 min intervals
31.	Issuing of Article infringement notices (to be recharged to defaulting owner)	\$220.00 \$198.00	Per letter – 1 st Infringement Notice Per letter – Any Subsequent/Final Notices
32.	Assistance with management of building defects	\$198.00	Per hour charged in 15 min intervals
33.	Major project coordination (eg. carpet replacement, internal/external painting, fence replacement)	\$198.00	Per hour charged in 15 min intervals
34.	Initial Set up and Establishment Fee	As quoted	Once off payment
35.	MyCommunity Portal set up and customisation Ongoing access and Maintenance	\$220.00 \$11.00	Once off set up fee per unit per annum

*These fees have been negotiated between the parties to agreement

Schedule D – Disclosure schedule

Name of supplier	Amount/percentage of rebate, discount or commission	Other information relating to the disclosure
Insurance Advisernet Australia (AllInsure)	20% plus GST on the brokers commission	
BCB	Up to 80% plus GST of the brokers commission	



**Signature
Strata**

DEVELOPER BUDGET - 2 Year Estimated

Development Name:	11 PREVOST STREET MACGREGOR ACT 2615		
Development Address:			
Block Number:	1	Building Class	B
Section Number	65	Division:	MACGREGOR
Developer:	MJLE PROPERTY ONE ATF MJLE TRUST ONE		

Calculation Basis	Units	Aggregate Entitlements
Residential	3	1,000
Total	3	1,000

ESTIMATED BUDGET	Year 1	Year 2
Accountant - Taxation	550.00	577.50
Accountant - ABN/TFN/GST Registration	275.00	
Bank Fees & Charges	25.00	26.25
Contingencies	150.00	157.50
Insurance Premiums	2,200.00	2,310.00
Insurance Excess	200.00	210.00
Insurance Valuation	360.00	
Management Fees - Set Up Fee	550.00	
Management Fees	1,800.00	1,890.00
My Community - Set Up Fee	110.00	
My Community - Maintenance	33.00	34.65
Inflation (2.00%)	125.06	104.12
TOTAL	6,378.06	5,310.02

ESTIMATED CONTRIBUTIONS				
Lot No.	Unit No.	Estimated Entitlement	Year 1 Levies	Year 2 Levies
1	1	361	\$2,302.48	\$1,916.92
2	2	333	\$2,123.89	\$1,768.24
3	3	306	\$1,951.69	\$1,624.87
TOTAL		1000	\$6,378.06	\$5,310.02



**MINUTES OF THE INAUGURAL MEETING OF THE OWNERS OF UNITS PLAN xxxx
11 PREVOST PLACE, MACGREGOR ACT 2615**

DATE HELD: Friday 17th March 2017 - 3.00pm

LOCATION: Signature Strata Office, Curtin ACT

PRESENT: Mrs L O'Connor representing MJLE Property one ATF MJLE Trust One
Nina Cannell representing Signature Strata

CHAIR: Mrs O'Connor took the role of chairman

QUORUM: A quorum was declared and the meeting proceeded

BUSINESS

Mrs O'Connor advised the meeting that the development situated at Block 1 Section 65 Division MACGREGOR consisting of 3 lots was registered at the Office of Regulatory Services as Units Plan XXXX.

The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

MANAGING AGENT

It was unanimously resolved that the Owners Corporation enter into the following arrangements:

- a. That Independent Strata Management be appointed as Managing Agent, for a period of two (2) years;
- b. The Owners Corporation delegate to the Agent all of its functions (other than those prohibited by the Act);
- c. The Owners Corporation execute a written agreement to give effect to this appointment and delegation;
- d. The delegation is subject to the conditions and limitations set out in the Agreement;
- e. Authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting; and
- f. Empower two members of the Owners Corporation/Executive Committee as authorised signatories on behalf of the Owners Corporation to sign the Agency Agreement with Independent Strata Management Pty Ltd.

COMMON SEAL

It was unanimously resolved that a common seal be purchased and until the First Annual General Meeting shall only be affixed to certificates given in pursuant to Section 119 of the Act.

CERTIFICATES ISSUED UNDER SECTION 119 OF THE ACT

It was unanimously resolved that Certificates issued under Section 119 of the Ordinance would be prepared by the Managing Agent, with applicable charges being paid direct to the Managing Agent by the applicant.

INSURANCE

It was unanimously resolved that the Corporation insure the development with Allinsure Pty Limited, through Insurance Advisernet Australia Pty Ltd as follows:

Policy Number	
Due Date	
Buildings & General Contents	\$ 1,380,000.00
Catastrophe	\$ XXXX
Loss of Rent	\$ XXXX
Machinery Breakdown	\$ XXXX
Public Liability	\$ 20,000,000.00
Voluntary Workers Personal Accident	\$ 2,000.00/200,000.00
Workers Comp	As per the Act

BANK ACCOUNT

It was unanimously resolved that the Corporation should open a bank account with Macquarie Bank, in the name of Proprietors of Units Plan XXXX, to be operated by the Managing Agent.

PLANS & CERTIFICATES

It was unanimously resolved that the original Units Plan, Certificate of Title for the Common Property, and Certificates of Occupancy and Compliance (where applicable) would be handed to the Managing Agent at the earliest opportunity, for inclusion in the Corporation's records.

COMMITTEE

It was noted that in accordance with the Act and until the First Annual General meeting the Committee shall consist of all members of the Corporation.

EXEMPTIONS

It was unanimously resolved, in accordance with S 18 of the Unit Titles (Management) Act 2011, that the Corporation be exempt from contributing to a Sinking Fund, and consequently, from obtaining a Sinking Fund Forecast.

BUDGET

It was unanimously resolved to accept the proposed budget as presented,

For the purposes of clarification and explanation, the Chairman advised that the Owners Corporation is not limited to expenditure identified in an individual line item, rather that there was to be flexibility in how funds were applied within the overall budget for the period. So, for example, an under spend in one area could allow surplus funds to be spent elsewhere, the objective being that the overall budget amount is not to be exceeded'

In addition, the Chairman noted that should it be agreed to increase the scope of any particular service, or request a service that was not covered in the initial budget, this may lead to a proposal to supplement the Administrative Fund Budget, and a subsequent increase in levies for unit owners.

Continued over page:

BUDGET (Continued)

Administrative Fund

It was unanimously resolved that the Administrative Fund budget of \$7,595.22 (incl. GST) for the period 01 March 2017 to 29 February 2018 be adopted.

Administrative Fund Levy Contribution

It was unanimously resolved that the corporation determine a levy equal to the approved budget for the twelve month period, commencing «From_date»March 2017 and to be contributed in accordance with the unit entitlements with the first instalment being due immediately upon settlement of the first unit, and subsequent contributions being due on the first days of December, March & June 2018.

Note - Contributions for subsequent years will be due on first days of September, December, March and June each year. The first contribution for this financial year has been brought forward due to the need to have funds available to operate.

Budget Item	Annual Budget Amount (\$)	First Quarter (\$)	Remaining over 3 quarters (\$)
Accountant - Tax Return	550.00	137.50	412.50
Accountant - ABN/TFN Reg	275.00	275.00	0.00
Bank Fees & Charges	25.00	6.25	18.75
Contingencies	150.00	150.00	0.00
Insurance Premiums	2200.00	2200.00	0.00
Insurance Excess	200.00	50.00	150.00
Insurance Valuation	360.00	360.00	0.00
Management Fees - Set Up Fee	550.00	550.00	0.00
Management Fees	1800.00	450.00	1350.00
My Community - Set Up Fee	110.00	110.00	0.00
My Community - Access	33.00	33.00	0.00
Inflation - 2%	125.06	125.06	0.00
TOTAL CONTRIBUTIONS	6,378.06	4,446.81	1,931.25

Initial Payment

Payment of the levied amount, being \$4,446.81 will be paid in favour of the proprietors of Units Plan XXXX upon settlement of the first unit.

Note - The first quarter is to be raised at a higher rate due to the need to include those items required to be paid in full at the commencement of operation of the Units Plan (Initial 12 months of insurance, set up fee, Sinking Fund Forecast, and Inflation Allowance). The remaining budget will be raised in equal instalments for the remaining three contributions.

ACCESS OF BUILDER AND DEVELOPER

It was unanimously resolved that the Builder, and their Employees Agents and Contractors be granted such access rights to the common property as is necessary to finish the uncompleted building works. As a condition of such access the Builder is required to make good any damage to the common property or buildings on the land and remove any rubbish or debris and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

RULES

It was noted that under the Unit Titles (Management) Act 2011 changes to the Rules could not be made until the First Annual General Meeting. For information a copy of the Default Rules is attached.

MAINTENANCE OF AIR-CONDITIONING

It was unanimously resolved that all Unit Owners are responsible for the repair and maintenance of the air-conditioning system that services their unit; notwithstanding the fact that part of the plant may be located on the common property.

Further, that Unit Owners must ensure individual air-conditioning units are maintained on a regular basis in accordance with manufacturer's specifications, to minimise noise disturbance to other residents.

FIRST ANNUAL GENERAL MEETING

It was noted that the First Annual General Meeting must be held within 90 days of registration of the Unit Plan and will be held in July 2017

ADDRESS FOR SERVICE OF NOTICES

The mailing address for the Owners Corporation would be registered as PO Box 190, Curtin ACT 2605.

CLOSURE

There being no further business the meeting closed at 3.30pm

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

Follow the three steps for managing materials containing asbestos (MCAs) in your home.

Step 1. Identify where MCAs may be in your home

When was your house built?

- If your house was built before 1985, the table below gives you an indication of where you are likely to find MCAs in your home. There is also a diagram on the back of this sheet showing where MCAs are commonly found.
- If your house was built after 1985, it is unlikely to contain MCAs.
- If in doubt, assume that materials DO contain asbestos.

Common locations of MCAs in ACT homes*

(Percentage (%) of properties sampled where asbestos was detected)

Location	Pre 1965	1965-1979	1980-1984	1985-now*
Eaves	86%	92%	40%	0%
Garage/shed	80%	70%	15%	0%
Bathroom	54%	75%	50%	0%
Laundry	75%	80%	50%	0%
Kitchen	52%	23%	15%	0%

*Results of 2005 Asbestos Survey of over 600 ACT Homes. *One MCA was found in a 1985 house supporting roof tiles on a gable end.

Step 2. Assess the risk

Visually check the condition of the MCA – is it cracked, broken, etc?

- If it's in good condition and left undisturbed, it does not pose a health risk.
- If you suspect it is not in good condition, arrange for appropriate maintenance or removal by a qualified person.

Step 3. Manage safely

Make sure you remember to:

- Keep an eye on MCAs to make sure they remain in good condition.
- Consider removal of the MCA by a qualified person, when renovating or doing home repairs.
- Inform tradespeople working on your home of the location of any possible MCAs.
- Engage a qualified person if you decide to obtain a professional asbestos report on MCAs in your home.

For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



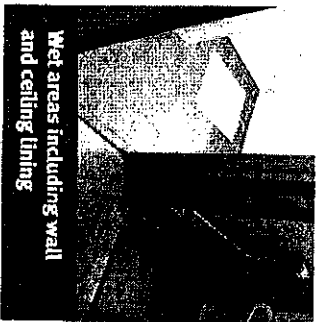
Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

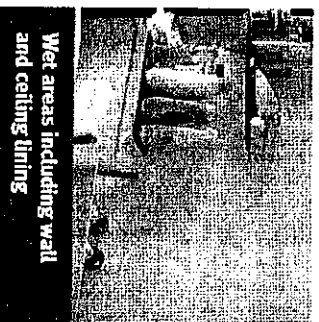
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



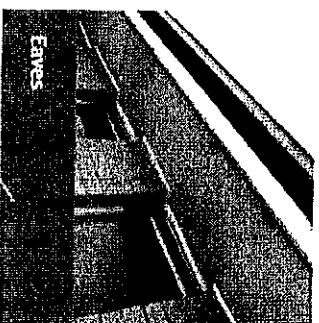
Garages, carports, sheds and dog kennels



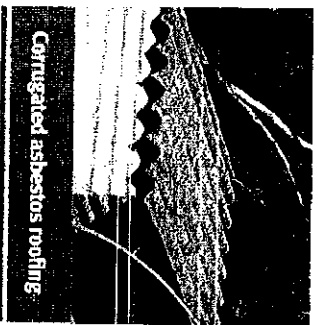
Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



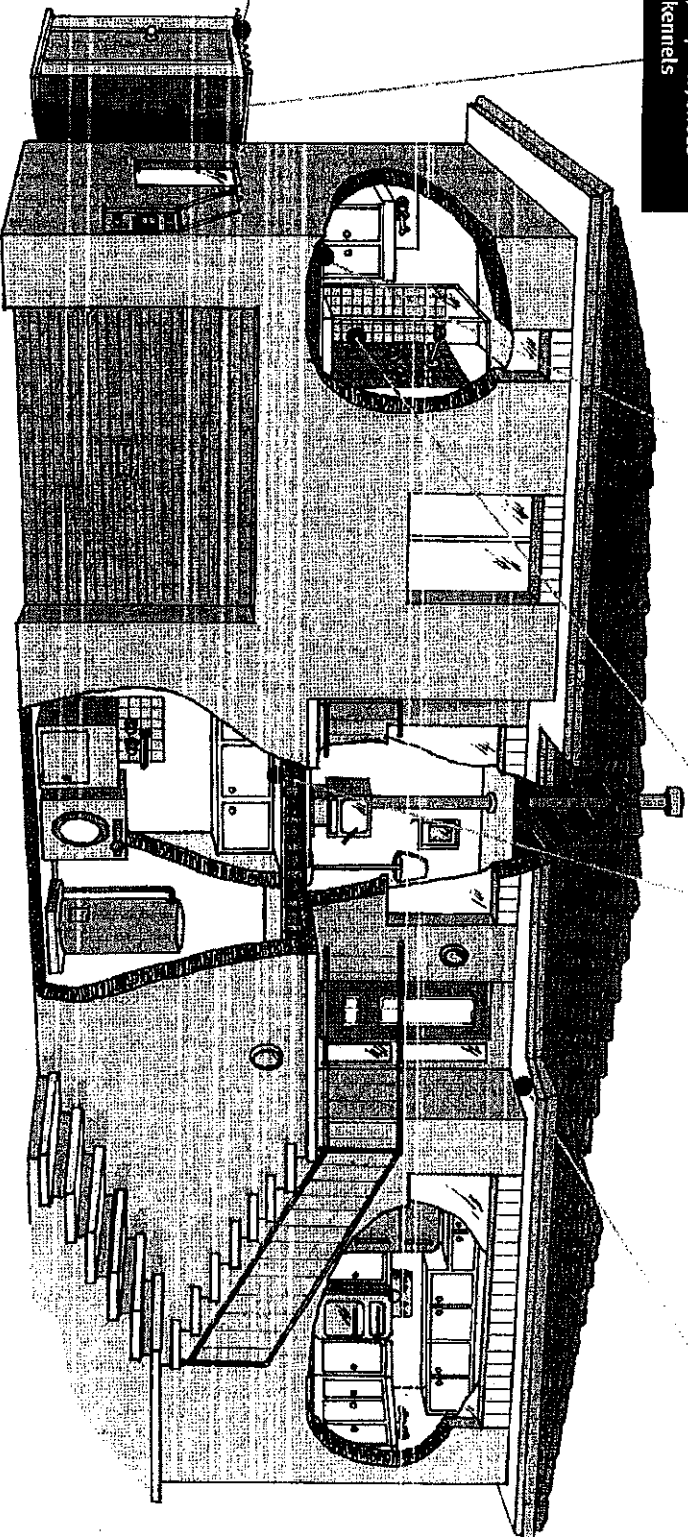
Eaves



Corrugated asbestos roofing



Asbestos Awareness.
Helping everyone breathe easier.





Energy Efficiency Rating Certificate for a single dwelling*

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



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

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

Property Information

Unit 2 Block 1 Section 65
Street Address Macgregor
Property Owner MJLE Property One Pty Ltd
Owner's Address

Energy Rating Assessor

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

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m ²)		Loads (area adjusted MJ/m ² /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
6	123.8	52.3	135.1	15.7	150.7

Rating Elements

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

					Reference Doc., No. and date
Roof					
Construction Type	Insulation R Value	Colour - solar absorptance			
Colorbond Roof	Sarking & Blanket	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 5.0	Residence			
Plasterboard	R 5.0	Garage/Residence Above			
Floors					
Construction Type	Insulation R Value	Insulation description			
Concrete Slab on Ground	None				
Suspended Timber Floor	R 2.0	Underside exposed upper level			
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	R 2.0	Between Residence/Garage			
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Brick Veneer	R 2.0 + Sarking	Medium			
Cladding as selected	R 2.0 + Sarking				
Green board or Similar	R 2.0 + Sarking				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value ⁺	SHGC ⁺	Area (m ²)	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Single Glazed Clear	Imp. Aluminium	6.57	0.75	25.4	

Carpets, Internal Window Coverings and Pelmet (features included in the rating must have a degree of permanency)

Venetian blinds, Carpets to Bedrooms, Tiles to Living Areas

External Shading (eg pergolas, verandas, louvres, awnings etc)

Shading Devices as per Plans

Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration

Orientation (from nominal north)	30
Terrain category	Climate 24
Ventilated skylights	None
Seals to windows and doors	Yes
Exhaust fans without dampers	
Vented downlights	Sealed Lighting

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

