

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

# Schedule

<b>Land</b>	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		2		39	63	Deakin
and known as 2/13 Norman Street, Deakin						
<b>Seller</b>	Full name ACN/ABN Address	Real Traders Group Pty Ltd ATF Real Traders Group Unit Trust  Unit 1/6 Montford Crescent, Lyneham, ACT 2602				
<b>Seller Solicitor</b>	Firm Ref Phone DX/Address	Legitimate Solutions Pty Ltd - Legitimate Solutions Legal JSK:8873 (02) 6162 3003   Fax   (02) 6162 3005 GPO Box 1232, Canberra ACT ACT 2601				
<b>Stakeholder</b>	Name	Westend Property Group Trust Account				
<b>Seller Agent</b>	Firm Ref Phone DX/Address	The Westend Property Group CBR trading as The Westend CBR Nick Haider 0405 128 900   Fax   Unit 12/15-25 Brierly Street, Weston, ACT 2611				
<b>Restriction on Transfer</b>	Mark as applicable	<input type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
<b>Land Rent</b>	Mark one	<input type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
<b>Occupancy</b>	Mark one	<input type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
<b>Breach of Covenant or unit articles</b>	Description (Insert other breaches)	As disclosed in the Required Documents and				
<b>Goods</b>	Description					
<b>Date for Registration of Units Plan</b>						
<b>Date for Completion</b> See special condition 60.						
<b>Residential Withholding Tax</b>						
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)						
<b>Foreign Resident Withholding Tax</b>						
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.

<b>Buyer</b>	Full Name ACN/ABN Address					
<b>Buyer Solicitor</b>	Firm Ref Phone DX/Address	<div style="display: flex; justify-content: space-between;"> <span></span> <span>  Fax  </span> </div>				
<b>Price</b>	Price				(GST inclusive unless otherwise specified)	
	Less Deposit Balance				(10% of Price)	<input type="checkbox"/> Deposit by Instalments (clause 52 applies)
<b>Date of This Contract</b>						

<b>Co-Ownership</b>	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.

<b>Seller signature</b>	<b>Buyer signature</b>
Seller Witness name and signature	Buyer Witness name and signature

## Seller Disclosure Documents

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

- ☒ Crown lease of the Land (including variations)
- ☒ Current 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

### 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			

### 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

**Certificate under section 17 of the Civil Law  
(Sale of Residential Property) Act 2003**

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I,  
of  
certify as follows:

1. I am a lawyer as defined in the Legislation Act 2001.
2. I am giving this certificate in accordance with section 17 of the Civil Law (Sale of Residential Property) Act 2003 in respect of a contract for the sale of residential property known as 2TBC/13 Norman Street, Deakin from Dream Traders Pty Ltd to so that there is no cooling off period in respect of the contract.
3. I do not act for the seller nor am I a member or employee of a firm of which the lawyer acting for the seller is a member or employee.
4. This certificate is given under Section 13 Civil Law (Sale of Residential Property) Act 2003.
5. I have explained to the buyer:
  - (a) the nature of this certificate;
  - (b) the effect of giving this certificate to the seller is that there is no cooling off period in respect of the contract .

Dated:

.....  
*Signature*

## 1 SHUTDOWN PERIOD – ACT

### 1.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 1 has the meaning given to it in this clause 1.1.

**Isolate** means any mandatory government requirement to self-isolate, or any mandatory medical requirement to be isolated in hospital, and **Isolation** has a corresponding meaning.

**Pandemic** means the COVID 19 (or a variant of it) pandemic as declared by WHO.

**WHO** means the World Health Organisation.

### 1.2 Shutdown period

In this clause 1 **Shutdown Period** means any day:

- (a) when any of the following is closed:
  - (i) the ACT Law Society settlements room;
  - (ii) the bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
  - (iii) the bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
  - (iv) the place of business of the Seller's solicitor;
  - (v) the place of business of the Buyer's solicitor;
  - (vi) the ACT Land Titles Office; or
  - (vii) the ACT Revenue Office,
- (b) when the Buyer or the Seller is not able to attend any of the places of business listed in clause 1.2(a) due to being Isolated,

in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

### 1.3 Notice of closure

- (a) Either party to this Contract may invoke this clause 1 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.
- (b) Either party may notify the other party of the end of the Shutdown Period.
- (c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

### 1.4 Completion extended

In the event that Completion of this Contract is to take place during the Shutdown Period, then the Date for Completion is deemed to be extended to the 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

1.5 Extension of Notice to Complete

In the event that the period specified in any Notice to Complete issued pursuant to this Contract expires during the Shutdown Period, then the date for expiration of the notice is deemed to be extended to the 3<sup>rd</sup> Business Day after the date of notification of the end of the Shutdown Period.

1.6 Extension of other notice

If a notice (other than a Notice to Complete) is served in accordance with this Contract during the Shutdown Period then such notice is deemed to be served on the first Business Day after the date of notification of the end of the Shutdown Period.

1.7 Payment of damages

If this Contract includes any term requiring one or both of the parties to pay damages for any delay in Completion, no damages shall be payable by either party for any period during the Shutdown Period.

## 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.

<b>Supplier</b>	Name			
	ABN		Phone	
	Business address			
	Email			
<b>Residential Withholding Tax</b>	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.**

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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 10 %\*\* 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.

- 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.

\* Insert percentage

- 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).

\* Alter as 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 RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 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

1. The Seller proposes to lodge a plan for unit title of Block 39 section 63 known as 13 Norman Street Deakin ACT. Completion will take place within ten (10) days from written notification of registration of the units plan or the issue of Certificate of Compliance whichever is the later.
2. If separate rates notice have not issued prior to the Date for Completion, adjustments will be made on half the assessment of the original block.

## SPECIAL CONDITIONS

### 54. DEFINITIONS & INTERPRETATION

#### 54.1 Definitions

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

- (a) Act means the Unit Titles Act 2001 (ACT).
- (b) Apartment Area means in relation to the unit the sum of:
  - (i) the figure shown as the "Unit Area" on the plan of the unit 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 "Balcony area" or "Courtyard area" on the plan of the unit (if any) 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 internal face of balustrade edges of the Balcony/Courtyard (if any).
- (c) Arrangements includes all consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions necessary for undertaking and completing the Building Works.
- (d) Bank Guarantee means an unconditional 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 (Management) Act 2011* (ACT).
- (j) Complex means all buildings and other structures including the building to be constructed on the land and forming the Units Plan.
- (k) Conditions Precedent to Completion means each of the following events:
  - (i) registration of the Units Plan;
  - (ii) the issue of the Unit Title in respect of the unit in accordance with special condition 57 of the Contract; and
  - (iii) the issue of all necessary approvals for occupation and use of the unit as a residential unit.



- (l) Contract means this contract for sale including the Printed Terms and these Special Conditions and any annexure or schedules to it.
- (m) Date for Completion means the date determined pursuant to special condition 60.2.
- (n) Defects Liability Period means the period 90 days from but excluding the date of completion.
- (o) Inclusions means the inclusions listed in the Inclusions List.
- (p) Insolvency Event means the following:-
  - (i) where the Buyer is a natural person and:
    - A. the Buyer authorises a registered trustee of 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 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. the Buyer becomes, or attempts are made for the Buyer to become an externally administered body corporate in accordance with the Corporations Act; or
    - B. a controller (as defined by the Corporations Act) is appointed, or attempts are made to have a controller appointed for any of the Buyer's assets.
- (q) Land means Block 39 Section 63 Division Deakin in the ACT.
- (r) Nominated Person means a director of the Seller.
- (s) Plans & Specifications means the plans and specifications for the Unit and the building, annexed, subject to final development approval.
- (t) Printed Terms means the printed terms of the standard ACT Law Society Contract.
- (u) Special Conditions means these clauses 54 to 76.
- (v) Stakeholder means the Seller's agent.
- (w) Unit means the unit the subject of this Contract and includes the Unit Subsidiaries.
- (x) Units Plan means all of the documents forming part of the units plan registered in respect of the land in accordance with the Act.
- (y) Units Plan Registration Date mean 31 March 2022.
- (z) Unit Subsidiaries mean the balcony or balconies (as applicable), the courtyard or courtyards (as applicable), the storage area and the car parking space or spaces allocated pursuant to Clause (as applicable).
- (aa) Unit Title Application means unit title application as defined in Section 6 of the 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 BUILDING WORK**

### **55.1 Building Works**

The Building Works are to be undertaken in accordance with the Plans & Specifications and the Inclusions List and in a proper and workmanlike manner.

### **55.2 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 & Specifications being deleted from the completed Unit;
- (b) The layout of the kitchen, bathroom and laundry in the Unit 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 of rescind or terminate this Contract in respect of any variation, referred to in this special condition.

## **56 ARRANGEMENTS**

### **56.1 Arrangements**

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

### **56.2 Arrangements Unobtainable**

If all necessary Arrangements are not completed on terms satisfactory to the Seller and the Builder by 31 March 2021, 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 and the Builder, in which case this special condition 56.2 will apply as if the date specified in this special condition 56.2 was the date notified to the Buyer; or
- (b) rescind this Contract in accordance with clause 21 of the Contract.

### 56.3 Delayed Building Works

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.

## 57 UNITS PLAN

### 57.1 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.

### 57.2 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.

### 57.3 Extension

- (a) Notwithstanding the Units Plan Registration Date and the provisions of Clause 37, 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, including but not limited to:
  - (i) Civil commotion, strike or lockout of workmen;
  - (ii) weather sufficiently inclement to prevent the Seller from proceeding with the Building Works;
  - (iii) accident to the Building Works for which the Seller is not responsible;
  - (iv) in consequence of proceedings being taken or threatened by, or disputes with adjoining or neighbouring owners;
  - (v) in obtaining building approvals or finalising Arrangements; or
  - (vi) any other reasonable cause beyond the control of the Seller.
- (b) Any one or more notices issued in accordance with special condition 57.3(a) may not in total extend the Units Plan Registration Date by more than 24 months.
- (c) If the Units Plan is not registered by the Units Plan Registration Date, as extended by special condition 57.3(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.

#### **57.4 Extension of Units Plan Registration Date**

- (a) If the Buyer has provided a Bank guarantee or Bond as the Deposit and the Unit Plan Registration Date is extended in accordance with special condition 57.3 then, as an essential term of this Contract, within 14 days of the date of a written request from the Seller, arrange to provide a new bond so that it has an expiry date no earlier than 14 days after the date notified by the Seller under special condition 57.3.
- (b) If the Buyer fails to comply with special condition 57.4(a) then the Buyer is in default and the Seller may sue the Buyer for the balance of the Deposit and/or terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies.

#### **57.5 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 special condition 57.

#### **58 CAR PARKING AND STORAGE**

NOT USED

#### **59 UNIT NUMBER**

The Seller discloses that the unit number allocated to the unit in this contract and the Plans & 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.

#### **60 COMPLETION**

- 60.1 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). The Seller agrees to comply with the conditions in the Conditional Compliance. 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.

##### **60.2 Date for Completion**

Completion of this Contract is to occur within 10 business days of the receipt of written notification from the Seller to the Buyer of the conditions precedent to completion.

##### **60.3 Location and Time**

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

##### **60.4 Pre-settlement Inspection and Defects**

- (a) The Buyer may:

- (i) prior to the notification of the satisfaction of all conditions precedent to completion; if invited by the Seller; or
- (ii) within 5 days of notification of satisfaction of all conditions precedent for completion

(b) 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.

#### 60.5 Rectification before completion

The Seller will use its best endeavours to rectify any reasonable defect notified to the Seller in accordance with special condition 60.4(b) prior to the date for completion calculated in accordance with special condition 60.2.

#### 60.6 Rectification after completion

If the Seller has been unable to complete any rectification work notified in accordance with special condition 60.4 prior to the date for completion, the Buyer may not delay completion and any unrectified defects will be completed in accordance with special condition 60.

### 61 DEFECTS

- (a) Subject to the remainder of this special condition 61, the Seller will cause all defects in the unit, as are notified 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 paintwork, brickwork, tiles, carpets, concrete, paving or on walls, ceilings or windows, 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
  - (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 been effectively assigned to the Buyer.
  - (e) Other than for matters directly covered by special condition 61(c)(i) the Buyer may submit only one list of defects during the Defects Liability Period.
  - (f) The Buyer must make the unit available, at the time or times notified by the Seller, to the Seller or the Seller's tradesmen to permit the defect rectification work to be completed in a prompt and timely manner.

## 62 DEPOSIT BY INSTALMENTS

NOT USED

## 63 DEPOSIT BOND OR BANK GUARANTEE

### 63.1 Bond or Bank Guarantee

The Deposit may be paid by the Buyer by the delivery of a Bond or Bank Guarantee to the Seller's solicitors in accordance with special condition 63.2.

### 63.2 Beneficiary

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

### 63.3 Payment

The Buyer must pay the amount stipulated in the Bond or Bank Guarantee to the Seller in 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.

### 63.4 Default

If:

- (a) the Seller services on the Buyer a notice in writing claiming to forfeit the deposit;
- (b) the Bond or Bank Guarantee has an expiry date prior to the units plan registration date as adjusted in accordance with this contract and is not renewed to the satisfaction of the Seller in not less than 30 days prior to the expiry date of the Bond or 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.

#### **63.5 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 by cash or cheque.

### **64 ADJUSTMENTS**

#### **64.1 Clauses deleted**

Clauses 8.1, 8.2, 8.4 and 8.5 of this Contract are deleted.

#### **64.2 Adjustment of Income**

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 Owners Corporation contributions) up to the Date for registration of Units Plan after which the Buyer will be liable for the Land Charges. The parties must pay an adjustment of the Income and Land Charges calculated pursuant to this special condition 64 on Completion.

#### **64.3 Estimate**

If separate assessments or 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.

#### **64.4 Land Tax**

Despite clause 8 of the Contract, if the Land is liable to Land tax then the parties must apportion the Land Tax on Completion based on the unit entitlement of the Unit irrespective of whether the Buyer intends to reside in the Unit following Completion.

#### **64.5 Buyer not to delay**

The Buyer is not entitled to delay Completion due to separate assessments of Charges not having been made at Completion.

### **65 ASSISTANCE**

The Buyer agrees to undertake or do all acts, matters and things required of him, 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.

## **66 REPRESENTATIONS**

### **66.1 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.

### **66.2 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.

## **67 DIRECTORS' 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.

## **68 CAVEAT**

The Buyer may not lodge a caveat for registration in respect of the land or the title to the unit prior to completion.

## **69 INSOLVENCY**

### **69.1 Notice**

If the Buyer suffers an insolvency event, the Buyer must immediately notify the Seller in writing.

### **69.2 Termination**

If the Seller receives notice that the Buyer has suffered an insolvency event (either pursuant to special condition 69.1 or by some other means) the Seller may terminate this Contract and clause 19 applies.

## **70 NOTICES**

### **70.1 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.



## 70.2 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.

## 70.3 E-mail

In addition to the means stipulated in 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 5.00 pm on a business day, on the next business day

## 70.4 Seller may extend or withdraw Notices unilaterally

- (a) Clause 18.12 is deleted; and
- (b) 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."

## 71 GST

The parties acknowledge and agree that:

- (a) The terms GST, supply, consideration, recipient, supplier, supply of a going concern and tax invoice all have the meaning given to them in the *GST Act A New Tax System (Goods and Services Tax) Act 1999* (Cth.).
- (b) The purchase price is inclusive of GST.

The parties acknowledge and agree that any GST that the Seller is liable to pay on the supply of the property to the Buyer is to be adjusted in accordance with Division 75 of the GST Act, i.e. the Margin Scheme.

## 72 ADDITIONAL DISCLOSUR E

### 72.1 Proposed Rules

The proposed Rules are attached to this Contract.

### 72.2 Contracts

The Seller discloses that the details of the Contracts that they intend the Owners Corporation to enter are set out in the attachments to this Contract and include contracts

that will be required to attend to the services contemplated in the proposed budget and contribution schedule attached to this Contract being contracts for body corporate management, caretaking, maintenance and lift maintenance.

### 72.3 Estimate of Contributions

The Seller advises that the estimate of the Buyers' contributions to the Owners Corporation's general funds, based on reasonable grounds, for 2 years after the unit plan is registered, is the amount disclosed for the unit in the attachments to this Contract.

### 72.4 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.

## 73 PROXY DISCLOSURE

### 73.1 Proxy Disclosure Statement

- (a) From Completion, the Buyer (and where relevant, its mortgagee's representative) appoints the Seller as its proxy to vote on matters set out in this special condition 74 at a general meeting of the Owners Corporation for the Units Plan.
- (b) The appointment in special condition 73.1(a) is effective from Completion and must not exceed twelve months.
- (c) The Seller may do in the name of the Buyer (and where relevant, its mortgagee's representative) everything necessary or expedient in the Seller's sole discretion to:
  - a. Vote in favour of any matter at a general meeting consenting to and otherwise completing any Development matter;
  - b. Vote in favour of any matter at a general meeting to implement or give effect to any Development matter;
  - c. Do all things reasonably necessary relating to a motion dealing with a Development Matter submitted by the Seller to the Owners Corporation;
  - d. Do all things reasonably necessary to ensure that a Transferee of the Unit from the Buyer enters into a Contract with the Seller to give effect to this clause;
  - e. Exercise any rights, including rights to appoint a proxy or representative and voting rights, attaching to the unit entitlements;
  - f. Do any other act or thing in respect of the Buyer's unit entitlements.

### 73.2 Buyer Confirmation

- (a) The Buyer agrees that all acts and things done by the Seller in exercising powers under the proxy granted in special condition 73.1 will be as good and valid as if they had been done by the Buyer and the Buyer agrees to approve and confirm whatever the Seller does in exercising powers under the proxy.

(b) Buyer not to vote against resolution

The Buyer shall not, and must ensure that the Transferee of the Units from the Buyer shall not, vote in favour of any Special Condition the effect of which would be inconsistent with the provisions of this special condition 73.

(c) Valuable consideration

The Buyer agrees that the proxy granted in special condition 73.1 in favour of the Seller is given for valuable consideration and is irrevocable for the period set out in special condition 73.1.

#### **74 AMENDMENT TO PRINTED TERMS**

The printed terms of the contract and 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 9.2 and 9.3 is deleted;
- (d) Clause 10.1 is deleted;
- (e) Clause 12 is deleted;
- (f) Clause 13.2 is deleted;
- (g) Clause 14 is deleted;
- (h) Clause 15.5 is deleted;
- (i) Clause 17.1.1(a) is deleted;
- (j) Clause 20.2 is amended by adding "due to the default of the Seller," after "terminates";
- (k) Clause 22.1.1 is deleted;
- (l) "10%" is inserted in clause 22.1.2 and the words "date 7 days after the" are deleted;
- (m) "\$550" is inserted in Clause 22.1.3 and the word "\$440" is deleted;
- (n) Clause 37 (except for 37.8) is deleted and the word "If clause 37.1 applies", are deleted from clause 37;
- (o) Clause 40 to 50 are deleted; and
- (p) Clause 52 is amended in accordance with Special condition 62.

#### **75 SPECIAL CONDITIONS OVERRIDES PRINTED TERMS**

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

#### **76 RESIDENTIAL WITHHOLDING TAX**

76.1 The Special Conditions are further amended as follows:

- (a) Clause 53.2 is amended by replacing the words '7 days after the Date of this Contract' with words "21 days before the Date for Completion";
- (b) Clause 53.4 is amended by replacing the figure "53.9" with the figure "53.12";
- (c) Clause 53.6.1 is amended by replacing the figure "21" with the figure "14";
- (d) Clause 53.8 is amended by replacing the word "retain" with the words "give to the Seller or Seller Solicitor or the settlement agent of the Seller Solicitor (as the Seller may direct)";
- (e) Clause 53.9 is amended by replacing the word "Buyer" with the word "Seller";
- (f) Clause 53.9.2 is amended by replacing the word "Seller" with the word "Buyer";

- (g) A new clause 53.10 is inserted as follows: "The Seller indemnifies the Buyer against any penalty imposed on the Buyer by the ATO as a result of any failure by the Seller to comply with its obligations under clause 53.9.1.";
- (h) A new clause 53.11 is inserted as follows:

"Despite clause 53.5, and without limiting clause 53.6, the Seller may provide the Buyer with updated RW Amount Information at any time and any number of times prior to Completion and, if the Seller does so:

  - 53.11.1 the Buyer must within 3 days of receipt of the updated RW Amount Information 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; and
  - 53.11.2 the Seller repeats the warranty given to the Buyer under clause 53.5 but in relation to the updated RW Amount Information, and this warranty supersedes the warranty given to the Buyer under clause 53.5."; and
- (i) A new clause 53.12 is inserted as follows: "Without limiting Special Condition 76, the Seller and the Buyer must each do all things reasonably necessary and must each provide all reasonable assistance to each other to comply with applicable ATO requirements in relation to the Withholding Law".

#### SPECIAL CONDITION - BOND OR GUARANTEE (ACT)

- (a) In this Agreement the word "Bond" means either:
- (i) the Deposit Bond issued to the Seller at the request of the Buyer by an entity approved by the Seller (called "The Surety") and in a form acceptable to the Seller; or
  - (ii) a Bank Guarantee issued by a Bank approved by the Seller (called "The Surety") and in a form acceptable to the Seller.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the Bond upon or before the making of this agreement to the Seller's Solicitors shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.
- (c) The Buyer shall pay the amount stipulated in the Bond to the Seller in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted to the Seller.
- (d) If the Seller serves on the Buyer a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by The Surety under the Bond, the Buyer shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this agreement to hold the deposit.
- (e) The Seller acknowledges that payment by The Surety under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligations to pay the deposit under paragraph (d) above.
- (f) If seven (7) days prior to the expiration of the term of this Bond or if extended then seven (7) days prior to the expiration of the extended period of the Bond the Buyer has not either:
- (i) completed this agreement; or
  - (ii) delivered to the Seller's Solicitors a Bond in identical terms for an extended period; or
  - (iii) paid the amount covered by the Bond as deposit to the stakeholder;
- the Buyer shall be in default. If the Buyer is in default under any provision of this sub clause then immediately and without the notice otherwise necessary under clause 18 the provisions of clause 19 will apply.
- (g) If the Bond provider is placed under external administration of any nature before the completion date, the Buyer must, within 24 hours, secure the Deposit payable under this Contract to the Seller by either:
- (i) providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
  - (ii) payment of the Deposit in accordance with Clause 2.1;
- (h) This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract for Sale.

### Director's Guarantee

I/We,.....(Director Guarantors) of

the company\_\_\_\_\_

\_\_\_\_\_(address)

agree as follows:

1. I am/We are the director/s of the Buyer.
2. In consideration of the Seller entering into this Contract at my/our request, I/we agree to guarantee to the Seller:
  - a. The performance and observance by the Buyer of all its obligations under this Contract, before, on and after Completion of this Contract; and
  - b. The payment of all monies payable to the Seller or to third parties under this Contract or otherwise.
3. This is a continuing guarantee and binds me/us notwithstanding:
  - a. my/our subsequent death, bankruptcy, liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer's Directors; and
  - b. any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us; and
  - c. that the Contract is wholly or partially void, voidable or unenforceable; and
  - d. the Contract not being executed by one or more of the persons named as Guarantor or the unenforceability of this Deed against one or more of the Guarantors; and
  - e. termination of the Contract.
  - f. the exercise or purported exercise by the Seller of its rights under the 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/us 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 Lessee.
5. Where more than 1 person is Guarantor under this guarantee and indemnity, the word Guarantor refers to, and this guarantee and indemnity binds, each of them individually and any 2 or more of them jointly.

6. I/We agree to keep the Seller indemnified against all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of: \_\_\_\_\_<sup>th</sup> \_\_\_\_\_ 20\_\_\_\_ \_

Signed sealed and delivered by:

---

Signature

---

Signature

# 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 <sup>#</sup>
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. <sup>#</sup>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](http://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

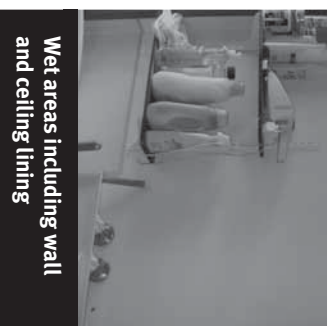
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



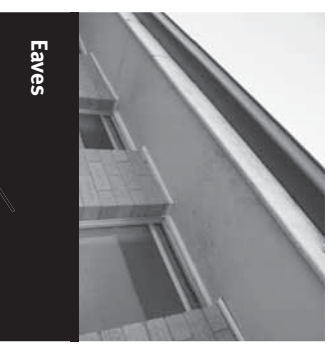
Garages, car ports, sheds and dog kennels



Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



Eaves

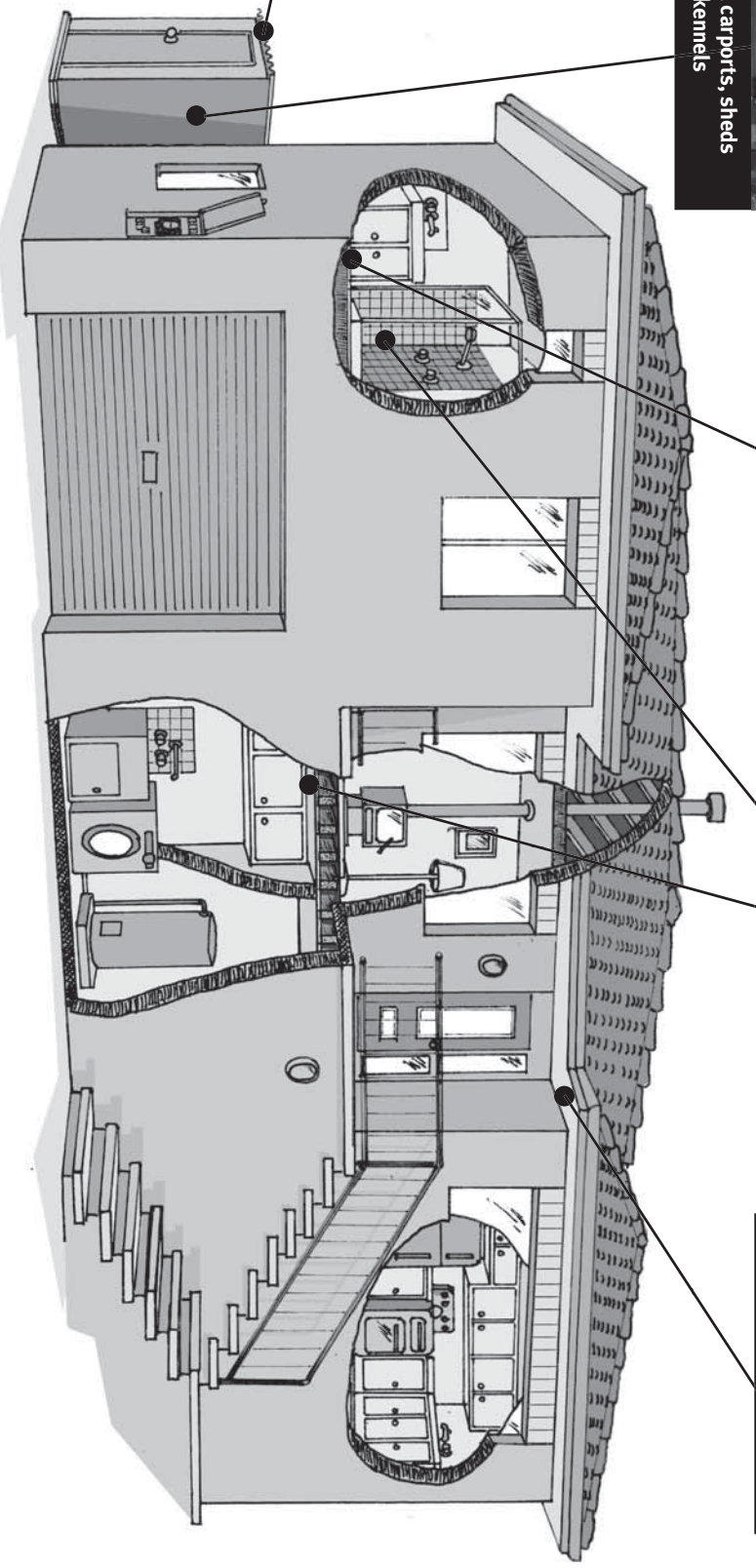


Corrugated asbestos roofing



**Asbestos Awareness.**

Helping everyone breathe easier.



Volume 2334 Folio 24 Edition 1

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Deakin Section 63 Block 39 on Deposited Plan 1271

Lease commenced on 26/02/2018, granted on 26/02/2018, terminating on 25/02/2117

Area is 809 square metres or thereabouts

### Proprietor

Dream Traders Group Pty Limited

39 Murray Crescent Manuka ACT 2603

### REGISTERED ENCUMBRANCES AND INTERESTS

Original title is **Volume 2334 Folio 24**

### Restrictions

Purpose Clause: Refer Crown Lease

Market Value Lease: Applies For Term Of Lease

S.298 Planning and Development Act 2007: Current

### Easements

Easement In Crown Lease: Current

Registered Date	Dealing Number	Description
22/03/2018	2144534	Application to Register a Crown Lease
22/03/2018	2144535	Mortgage to National Australia Bank Limited
23/06/2020	3009827	Caveat by Medpro Finance Corporation Pty Ltd (ACN: 630 454 992)

### *End of interests*

## ADMINISTRATIVE INTERESTS

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

**Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Asbestos Response Taskforce on 132281.** - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, s 47N

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201720022	Affected Residential Premises	30/06/2015		REGISTERED	30/06/2015

## Register

### Description

Effective 30 June 2015 - Affected residential premises register - premises contain/s loose-fill asbestos (Mr Fluffy) insulation - Dangerous Substances Act 2004,s47N

**Chief Minister, Treasury and Economic Development Directorate (CMTEDD) for further information concerning the following administrative interest, please contact the Asbestos Response Taskforce on 132281.** - Affected residential premises register. Premises contain/s loose-fill asbestos (Mr Fluffy) insulation, Dangerous Substances Act 2004, s 47N

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201720347	Affected Residential Premises Register	26/05/2017		DEREGISTERED	26/05/2017

### Description

Premises have been demolished and removed from the affected residential premises register - Dangerous Substances Act 2004, s 47N

**ACT Planning and Land Authority** - 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
201834200	Development Application	04/08/2018	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/01/2019

### Description

PROPOSAL FOR DUAL OCCUPANCY & Construction of 2 new two storey dwellings, garages, landscaping and associated works.



Access  
Canberra.

Chief Mi



22/06/2020 09:19:51

3009827

Form 036 - X

Land Titles Act 1925

I/We forbid the registration of any instrument affecting the land stated below in the "Action required by this Caveat" section of the form, unless this Caveat is withdrawn by me/us or by order of the court or lapses fully or partially in order to allow registration of an instrument.

LODGING PARTY DETAILS				
<b>Settlements ACT</b> Name GPO Box 2193 CANBERRA ACT 2601 Tel: (02) 6185 1912 E: settlements.act@bigpond.com		Email Address	Customer Reference Number	Contact Telephone Number
TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2334:24	Deakin	63	39	
CAVEATOR (Surname Last) (ACN required for all companies)		FULL POSTAL ADDRESS (including postcode)		
Medpro Finance Corporation Pty Ltd ACN 630 454 992		Level 7, 139 Macquarie Street Sydney NSW 2000		
REPRESENTING SOLICITOR DETAILS FOR CAVEATOR (Complete if applicable – otherwise state below "Not Applicable")				
Name of Firm	Solicitor Email Address		Solicitor Name	
Macpherson Kelley	Brooke.Glastonbury@mk.com.au		Brooke Glastonbury	
FORM OF TENANCY – (to be completed where more than one Caveator is listed)				
<input type="checkbox"/> Joint Tenants <input type="checkbox"/> Tenants in Common in Equal Shares <input type="checkbox"/> Tenants in Common in (the following shares) - (Please state Caveator's name and shares out in full)				
REGISTERED PROPRIETOR/S (Surname Last) (ACN required for all companies)		FULL POSTAL ADDRESS (including postcode)		
Dream Traders Group Pty Limited ACN 621 389 535		1/6 Montford Crescent Lyneham ACT 2602		
NATURE OF THE ESTATE OR INTEREST IN THE LAND (for information regarding what is considered a caveatable interest see instructions)				
Equitable interest in the land as lender and chargee				
ADDRESS FOR SERVICE OF NOTICES FOR THE CAVEATOR (Must be an address in the Australian Capital Territory – including postcode)				
Chamberlains Law Firm, PO Box 131, Civic Square ACT 2608				

**ACTION REQUIRED BY THIS CAVEAT** (Tick the appropriate box – one box should be Ticked)

- (a) Prevention of all instruments with the land (refer to statutory exceptions overleaf). ☒
- (b) Prevention of all instruments with the land other than those dealings as identified at S104(5) *Land Titles Act 1925* ☐
- (c) Prevention of instruments as follows; ..... ☐

**STATUTORY DECLARATION**

(must be an individual – a corporation cannot make a declaration – this form cannot be executed under Power of Attorney)

I, Brooke Glastonbury of Level 21, 20 Bond Street, Sydney NSW 2000, legal practitioner

I act for the Caveator in the capacity of solicitor

I declare that to the best of my knowledge, information and belief, that the Caveator has a good and valid claim to the Estate and Interest set out in "Nature of Estate or Interest in the land"; and the caveat does not require leave of the Supreme Court (S107c(1) *Land Titles Act 1925*).

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false declarations, conscientiously believing the statements contain in this declaration to be true in every particular.

**STATUTORY DECLARATION EXECUTION**

Declared at Sydney on

the 15<sup>th</sup> day of June 2020

Signature of person making the declaration




Full name, qualification\* and address of person before whom the declaration is made (in printed letters) (\*Must be authorised under the *Statutory Declarations Act 1959*)

CAIN SARAH  
SOLICITOR  
LEVEL 21, 20 BOND STREET  
SYDNEY NSW 2000

Signature of person before whom the declaration is made

**OFFICE USE ONLY**

Lodged by



Certificate of title lodged

Data entered by

Certificates attached to title

Registered by

Attachments / Annexures

Registration date

23 JUN 2020

Production number



**ACT**  
Government

**Access  
Canberra.**

Dream Traders Group Pty Limited  
1/6 Montford Crescent  
Lyneham ACT 2602

COPY

**NOTICE TO REGISTERED PROPRIETOR OF LODGEMENT OF CAVEAT**  
*Section 105(1) Land Titles Act 1925*

This letter is to provide notice that a caveat has been lodged with this office affecting the land of which you are the registered owner. A copy of the caveat is attached (interest in land provided).

A caveat is a document, which is entered in the land titles register to protect an interest in land. The existence of a caveat on the register relating to your land does not give the caveator the right to do anything with the land. However, it does prevent the registration of any change in the register until notice of that change has been given to the caveator.

Upon receiving notice of any proposed changes in the register relating to your land the caveator may apply to the Supreme Court for an order preventing the registration of that change. If the caveator elects not to seek such an order the changes can be registered.

The caveat will remain on the register until it is withdrawn or otherwise disposed of. You should seek independent legal advice if you require further information regarding the caveat and its effect.

**LAND AFFECTED BY CAVEAT**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Deakin	63	39		2334:24	

**CAVEAT NUMBER**

3009827

**CAVEATOR**

Medpro Finance Corporation Pty Ltd

**REGISTERED PROPRIETOR**

Dream Traders Group Pty Limited

Leanne Taunton  
Deputy Registrar-General  
23 June 2020

**Access Canberra**  
**Land Titles**

GPO Box 158 Canberra ACT 2601 / Phone 132 281



**ACT**  
Government

**Access  
Canberra.**

Dream Traders Group Pty Limited  
39 Murray Crescent  
Manuka ACT 2603

COPY

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**LAND AFFECTED BY CAVEAT**

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL: FOL	INSTRUMENT NO
Deakin	63	39		2334:24	

**CAVEAT NUMBER**

3009827

**CAVEATOR**

Medpro Finance Corporation Pty Ltd

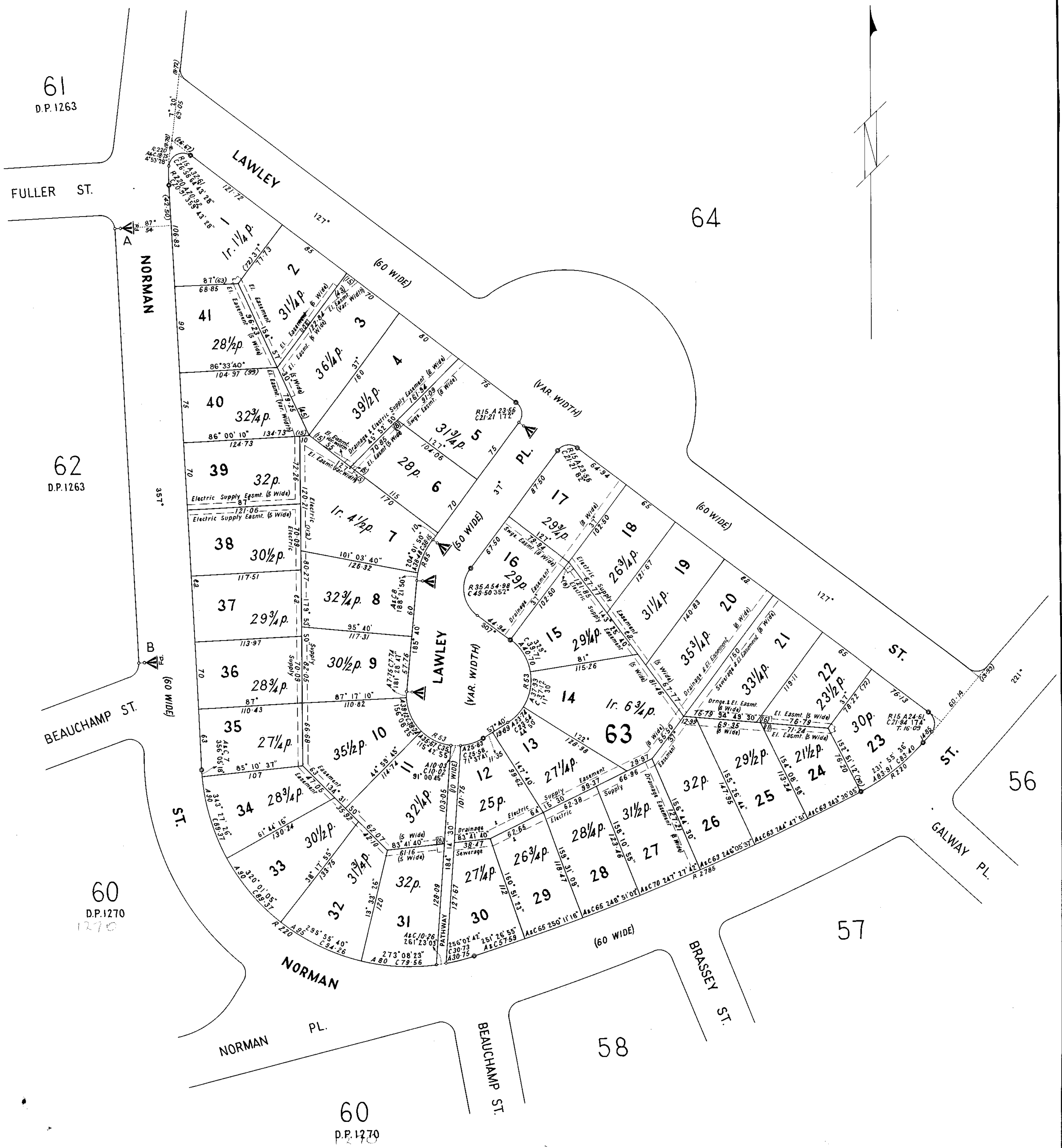
**REGISTERED PROPRIETOR**

Dream Traders Group Pty Limited

Leanne Taunton  
Deputy Registrar-General  
23 June 2020

**Access Canberra  
Land Titles**

GPO Box 158 Canberra ACT 2601 / Phone 132 281



Azimuth: A-B (Stone)

REFERENCE & PERMANENT MARKS  
• Denotes G.I.P. in road 6 radially from T.P.  
▲ " C.B. " " 6 " " T.P.

I, Leonard Paul Legge-Wilkinson, of Canberra, a surveyor specially licensed by the Commonwealth under the provisions of the Real Property Ordinance 1925-1961 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey has been made (1) by me, (2) under my supervision and completed on the 13th day of May, 1964, and the reference marks have been placed as shown hereon.

And I make this solemn declaration in accordance with the Statutory Declarations Act 1959 conscientiously believing the statements contained therein to be true in every particular.

*L.P. Legge-Wilkinson*  
Licensed Surveyor.

Declared at Canberra the Twenty-fifth day of June 1964  
before me  
*Commissioner for Declarations under the Statutory Declarations Act 1959.*

I certify that this plan is the plan prepared in accordance with sub-section 1 of section 9 of the Districts Ordinance 1927-1959.  
*Commonwealth Surveyor-General.*

PLAN OF  
SECTION 63

DIVISION: DEAKIN  
DISTRICT: CANBERRA CITY

AUSTRALIAN CAPITAL TERRITORY.

Scale: 60 Feet to an inch.

Field Books: K 2655, K 2672, 59/1026 & T.L.63/3162

Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the *first* day of *July* 1964 at *six* minutes past *two* o'clock in the *after* noon.

Approved  
*Registrar of Titles.*

DEPOSITED PLAN.  
1271





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	39	Section	63	Suburb	DEAKIN
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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? (N/A ex-Government House) <input type="checkbox"/>	( X )	( )

Certificate Number:

Dated:

**Please Note: There is a breach of the Completion Covenant Date within the Crown Lease. An Extension of Time Application needs to be submitted**

- |   |              |
|---|--------------|
| 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: 22-JUL-20 10:41:07

Applicant's Name :

E-mail Address :

Client Reference :

Info Track

actenquiries@infotrack.com.au

8872

**Did you know? Lease Conveyancing enquiries can be lodged electronically at [www.canberraconnect.act.gov.au](http://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

22-JUL-2020 10:41

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

Page 1 of 2

**INFORMATION ABOUT THE PROPERTY**

**DEAKIN Section 63/Block 39**

**Area(m2):** 811.3

**Unimproved Value:** \$1,100,000

**Year:** 2019

**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.

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201834200 **Lodged** 04-AUG-18 **Type** See Subclass

**-- Application Details -----**

**Description**

PROPOSAL FOR DUAL OCCUPANCY ; Construction of 2 new two storey dwellings, garages, landscaping and associated works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Deakin	63	39-39	

**-- Involved Parties -----**

Role	Name
Lessee	Dream Traders Group Pty Ltd
Applicant	Absolute Town Planning
Representor	Nathan Vavic

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional

**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](http://www.planning.act.gov.au/topics/design_build/da_assessment/exempt_work)



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Dickson, ACT 2602

22-JUL-2020 10:41

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

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Page 2 of 2

**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 a form of asbestos was previously on this land. Premises have now been demolished and removed from the affected residential premises register - Dangerous Substances Act 2004, s 47N.

**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](http://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](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 ----

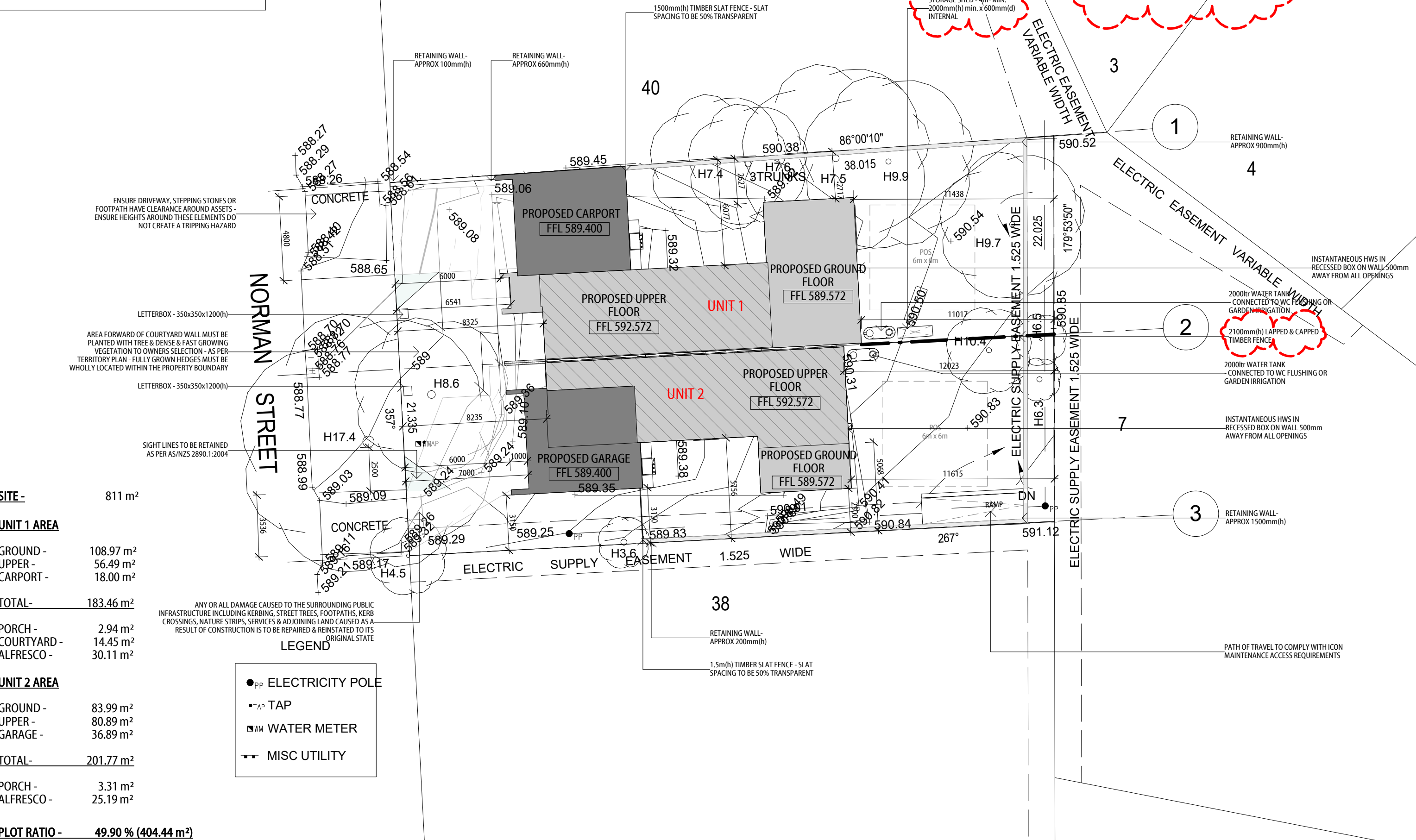


<b>GENERAL NOTES:</b> 1. ALL DIMENSIONS ARE IN MILLIMETERS. 2. DIMENSIONS TAKE PREFERENCE OVER SCALE & ARE TO STRUCTURE NOT FINISH. 3. ALL DIMENSIONS MUST BE VERIFIED ON SITE BEFORE COMMENCING ANY WORK OR MAKING ANY CONSTRUCTION DRAWINGS. USE FIGURED DIMENSIONS ONLY & DO SCALE OFF THE DRAWING. 4. SURVEYOR TO CONFIRM EASEMENT LOCATIONS PRIOR TO COMMENCEMENT OF WORKS. 5. WORK SHALL COMPLY WITH THE BCA & ALL RELEVANT CURRENT AUSTRALIAN STANDARDS. ANY OUTDATED STANDARDS LISTED IN THESE NOTES ARE TO BE REFERRED TO THE CURRENT EDITION. 6. MANUFACTURES SPECIFICATION MEANS A CURRENT APPROVED SPECIFICATION USE UNDER CONDITIONS APPLICABLE. 7. 1800mm(h) TIMBER PALING FENCE TO REAR & SIDE BOUNDARYS - TO BUILDING AS PER ANY RELEVANT LEASE & DEVELOPMENT CONDITIONS OR BSR REQUIREMENTS. 8. ALL LEVELS, SITE CUTS, GROUND LEVELS, FFL'S TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF ANY WORKS. (INCLUDING DRIVEWAY LEVELS) 9. ANY DISCREPANCIES TO BE DIRECTED TO BUILDER &/OR DESIGNER IMMEDIATELY. INCLUSIONS LIST TO TAKE PRECEDENCE OVER DRAWINGS. 10. CARRY OUT ALL WORK IN COMPLIANCE WITH THE RELEVANT SAA & NCC CODES OF PRACTICE IN THE BEST TRADESMAN-LIKE MANNER TO THE APPROVAL OF THE BUILDING CERTIFIER & AUTHORITIES HAVING JURISDICTION OVER THE WORKS INCLUDING BUT NOT RESTRICTED TO: a. ACT GOVERNMENT. b. BUILDING CODE OF AUSTRALIA & THE ACT APPENDIX. c. ACT ELECTRICITY & WATER. d. AS1684 TIMBER FRAMING CODE & AS FURTHER SPECIFIED. 12. MATERIALS & WORKMANSHIP TO BE IN ACCORDANCE WITH THE BCA, ALL OTHER RELEVANT CODES & AUSTRALIAN STANDARDS. 13. PROVIDE SMOKE ALARMS IN ACCORDANCE WITH PART 3.7.2 OF THE BCA, ELECTRICIAN TO CONFIRM. 14. ALL WINDOWS/GLAZED DOORS TO BE MINIMUM ALUMINIUM IMPROVED FRAMES (UNLESS NOTED OTHERWISE) AS PER ATTACHED EER. 15. LIGHTING TO COMPLY WITH 3.12.5.5 OF THE BCA. 16. ALL TIMBER FRAMING & CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST TIMBER FRAMING CODE AS1684 & BCA. 17. EXTERNAL WALLS TO BE BRICK VENEER UNLESS STATED ON PLANS, WHEN LIGHTWEIGHT CLADDING IS USED IT IS TO BE INSTALLED TO MANUFACTURERS SPECIFICATIONS, SARKED & INSULATED AS PER THE BCA & ATTACHED EER. 18. ALL INSULATION R VALUES & WINDOW SHGC & U-VALUES AS PER THE EER. 19. ALL OPENABLE WINDOWS & SLIDING DOORS TO HAVE FLYSCREENS TO BE POWDERCOATED ALUMINIUM FRAMES TO MATCH WINDOWS. NOTE: METALLIC FLYSCREENS ARE REQUIRED IN SOME BUSHFIRE PRONE AREAS.		NOT ANY FOR LINE THE
<b>SITE WORKS:</b> 1. SITE TO BE EXCAVATED & AIR FILED TO THE LEVELS SHOWN. 2. FOOTINGS TO PLECED AS PER BUILDER SPEC. ENGINEERING DETAILS OR SURVEY MARK. 3. FOOTINGS TO BEAR ON NON-EXPONCIVE NATURAL MATERIALS HAVE A MIN BEARING CAPACITY OF 100kpa. 4. GROUND SURFACE TO BE SLOPED 1:20 (min) AWAY FROM BUILDING FOR 900mm (min) & TO A POINT WHERE PONDING WILL NOT OCCUR NEAR THE BUILDING. 5. DISH DRAINS & AG-PIPES TO BE PROVIDED AS INDICATED TO FACILITATE DRAINAGE OF WATER AWAY FROM THE BUILDING TO THE DRAINAGE SYSTEM.		MARK.   (min) &
<b>SERVICES/ELECTRICAL/WASTE.</b> 1. NO INTERNAL DRAINAGE FOR PROPOSED STRUCTURE TO BE LOCATED IN SEWER EASEMENT/PIPE PROTECTION ENVELOPE. ALL WORKS DONE TO ACTEW GUIDELINES/ADVICE. 2. ALL BUILDING WASTE TO BE COLLECTED IN HOPPER LOCATED ON SITE, RESIDENTIAL WASTE TO BE COLLECTED BY ROADSIDE PICKUP & BINS TO BE LOCATED ON SITE. 3. METER BOX TO BE INSTALLED TO ACTEW AGL SERVICE & INSTALLATION RULES. 4. LIGHTING TO COMPLY WITH 3.12.5.5 OF THE BCA - ARTIFICIAL LIGHTING MUST NOT EXCEED 514/M2. ELECTRICIAN TO CONFIRM PROIR TO COMMENCEMENT. 5. WATER HEATER IN HOT WATER SUPPLY SYSTEM TO COMPLY WITH 3.12.5.6 OF THE BCA. PLANS. 6. STORMWATER, SEWER & WATER TIES TO BE LOCATED ON HYDRAULIC/DRAINAGE 7. TELSTRA & GAS TIES TO BE PROVIDED BY GAS FITTER & ELECTRICIAN. 8. 100x75 RECTANGULAR (TBC) DOWNPIPES SIZE & LOCATION TO ROOF PLUMBERS SPECIFICATIONS – TO BE CONFIRMED PRIOR TO DRAINAGE. 9. ENSURE THAT THE DEVELOPMENT COMPLIES WITH TERRITORY & MUNICIPAL SERVICES (TAMS) STATING THAT WASTE FACILITIES & MANAGEMENT ASSOCIATED WITH DEVELOPMENT ARE IN ACCORDANCE WITH THE DEVELOPMENT CONTROL CODE FOR BEST PRACTICE WASTE MANAGEMENT IN THE ACT 1999.		BCA. PLANS.    WITH
<b>DRIVEWAY NOTES: (IF APPLICABLE)</b> 1. DRIVEWAY TO ABUT FOOTPATH (IF RELEVANT). FOOTPATH TO TAKE PRECENDENCE OVER DRIVEWAY. <b>DRIVEWAY REQUIREMENTS:</b> a. 1.2m HORIZONTALLY CLEAR OF STORMWATER SUMPS & SERVICES b. 1.5m HORIZONTALLY CLEAR OF TRANSFORMERS, BUS STOPS, LIGHT POLES. c. UPHILL GRADE OF LESS THAT 17%, DOWNHILL GRADE OF LESS THAN 12% d. AT A RIGHT ANGLE TO THE KERB LINE WITH A MAXIMUM 10% DEVIATION e. A MAXIMUM OF 5.5m WIDTH, & MINIMUM OF 5m WIDTH AT THE KERB, A MINIMUM 3m WIDTH AT THE FRONT BOUNDARY, & A MAXIMUM WIDTH NO GREATER THAN THE WIDTH AT KERB. f. OUTSIDE OF THE DRIP LINE OF MATURE TREES, & A MINIMUM OF 3m CLEAR OF S MALL & NEW STREET TREES. g. COMPLIANT WITH AS2890.1 h. COMPLIANT WITH T.A.M.S REQUIREMENTS/ADVICE.		OVER      MALL
<b>BUSHFIRE MITIGATION MEASURES (WHERE REQUIRED)</b> 1. BUSHFIRE ATTACK LEVEL 12.5 (BAL - 12.5) & BUSHFIRE ATTACK LEVEL 19 (BAL - 19) ACCORDANCE WITH AUSTRALIAN STANDARD 3959-2009. 2. BLOCK WITHIN EMBER ASSET PROTECTION ZONE BUILDING OF THESE BLOCKS TO COMPLY WITH AS 3959-2009. 3. EXTERNAL WALLS TO BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIALS SUCH AS BRICK, CLADDING OVER SARKED TIMBER FRAME. 4. ALL WINDOWS SHALL BE TOUGHENED GLASS MINIMUM 4mm UNESS STATED OTHERWISE. 5. ALL VENTS & WEEPHOLE OPENINGS TO BE PROTECTED WITH FINE MESA MATERIAL. 6. SKYLIGHTS REQUIRE PENETRATIONS & SHAFTS TO BE SEALED WITH A NON- COMBUSTIBLE LINING WITH TOUGHENED OR WIRE MESH WITHIN METAL FRAMES. 7. EXTERNAL GUTTER PROTECTION TO PREVENT ACCUMULATION OF LEAF LITTER OR FLAMMABLE MATERIAL WITH A FLAMMABILITY INDEX OF NO MORE THAN 5% MEASURE AGAINST AS1530.1. 8. WATER & GAS PIPES BE METAL UNTIL INTO THE BUILDING OR BURIED AT LEAST 300mm UNDER GROUND. 9. REFER TO STRUCTURAL ENGINEER'S ATTACHED DOCUMENTATION FOR ALL STRUCTURAL DETAILS. 10. ALL EXTERNAL WINDOWS TO HAVE BRICK ON EDGE WINDOW SILLS WITH DAMP MEMBRANE UNDER TO BCA. 11. PROVIDE TERMITE PROTECTION TO CODE & AS3660-2000 PARTS 1, 2 & 3.		IN  AS    OTHER   OTHER   PROOF     NOT  OF THE    &   



NOTE

- A MIN. OF 50% OF THE POS IS TO BE RETAINED AS PLANTING AREA TO COMPLY WITH TERRITORY PLAN - R50.
- FOOTPATH IN VERGE NOT TO BE DISTURBED BY DRIVEWAY
- BUILDER TO CONFIRM FINISHED FLOOR HEIGHTS PRIOR TO CONSTRUCTION
- RL'S TO BE WITHIN 40mm OF SPECIFIED HEIGHT



**SITE -** 811 m²

**UNIT 1 AREA**

GROUND - 108.97 m²  
UPPER - 56.49 m²  
CARPORT - 18.00 m²

**TOTAL -** 183.46 m²

PORCH - 2.94 m²  
COURTYARD - 14.45 m²  
ALFRESCO - 30.11 m²

**UNIT 2 AREA**

GROUND - 83.99 m²  
UPPER - 80.89 m²  
GARAGE - 36.89 m²

**TOTAL -** 201.77 m²

PORCH - 3.31 m²  
ALFRESCO - 25.19 m²


**PLOT RATIO -** 49.90 % (404.44 m²)

Amendment			
A	NOD AMENDMENTS	27.2.19	1

**MINISTRY DESIGN**

info@ministrydesign.com.au m 043625915  
po box 699 mitchell 2911 w www.ministrydesign.com.au

**Site Plan**

Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision	
39	63	Deakin	1 : 200	1722	A101	G	
Client			Date	Drawn			
Kosta Livas			22.3.18	PI			



Amendment			



**MINISTRY DESIGN**  
enquiries@ministrydesign.com.au m 0409625915  
p go box 599 mitchell 2911 w [www.ministrydesign.com.au](http://www.ministrydesign.com.au)

Site Analysis

Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
	39	63	Deakin		1722	A102	G
Client	Kosta Livas			Date	22.3.18	Drawn	PI



Legend for tree status symbols:

- Red circle with a red 'X': TREE TO BE REMOVED
- Green circle with a green 'X': TREE TO BE RETAINED / PROTECTED
- White square with red diagonal lines: TO BE DEMOLISHED

A COPY OF THESE CONDITIONS SHALL BE KEPT ON SITE FROM THE TIME THAT THE PROTECTIVE FENCES ARE ERECTED TO THE TIME THAT ALL WORKS ARE COMPLETED ON SITE.

1 TREE ON SITE TO BE RETAINED

- ALL REGULATED TREES, OTHER THAN THOSE CLASSIFIED AS BEING OF 'EXCEPTIONAL' QUALITY, SHALL BE FENCED OFF BY A CONTINUOUS 1800 HIGH CHAIN WIRE PROTECTIVE FENCE AT THE EXTENT OF THE TREE PROTECTION ZONE AS INDICATED IN THE TREE PROTECTION ACT 2005.
- ALL REGISTERED TREES AND REGULATED TREES CLASSIFIED AS BEING OF 'EXCEPTIONAL' QUALITY, SHALL BE FENCED OFF BY A CONTINUOUS 1800 HIGH CHAIN WIRE PROTECTIVE FENCE, 5 METRES FROM THE EXTENT OF THE EXISTING CANOPY.
- THE PROTECTIVE FENCE SHALL BE ERECTED PRIOR TO THE COMMENCEMENT OF ANY EARTHWORKS, CONSTRUCTION OR DEMOLITION ACTIVITY ON ANY PART OR STAGE OF THE DEVELOPMENT AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION WORKS ARE COMPLETED.
- THE PROTECTIVE FENCE SHALL BE MAINTAINED IN GOOD ORDER FOR THE DURATION OF THE CONSTRUCTION WORKS.
- A TREE PROTECTION SIGN, AS SPECIFIED BY ENVIRONMENT ACT, SHALL BE PROMINENTLY DISPLAYED ON THE FENCES OF ALL FENCED OFF AREAS.

-NO ACTIVITIES ARE PERMITTED IN THE FENCED OFF AREA UNLESS OTHERWISE STATED IN SPECIFIC CONDITIONS BELOW.


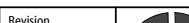
-TREE SURGERY WILL BE PERMITTED TO TREES REQUIRING SUCH ACTION. ACTIVITY IS TO BE UNDERTAKEN IN ACCORDANCE WITH AS4373 BY A QUALIFIED ARBORICULTURIST TO ENSURE THAT THE ACTIVITY RESULTS IN A BALANCED TREE.

- PROTECTIVE FENCING IS TO BE ERECTED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD CONDITIONS EXCEPT FOR TREES THAT ARE EFFECTED BY ADJACENT WORKS. THESE TREES ARE TO BE FENCED TO THE TREE PROTECTION ZONE WITH THE EXCEPTION OF THE AREA IDENTIFIED AS 'EFFECTED' AND MAY INCLUDE A ONE (1) METRE BUFFER AREA TO ALLOW WORKS TO OCCUR.
- FOR THE PURPOSE OF THESE CONDITIONS, THE AREA INSIDE THE PROTECTIVE FENCING IS REFERRED TO AS THE 'FENCED OFF AREA'. TREE REMOVAL
- ONLY TREES THAT HAVE BEEN ENDORSED WITHIN THE TREE MANAGEMENT PLAN AS MARKED FOR REMOVAL MAY BE REMOVED SERVICES SERVICES AND UTILITIES RETICULATION IS PERMITTED IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:
- WORKS UNDER THE CANOPY EXTENT MUST BE UNDERTAKEN BY UNDERBORING.
- WORKS WITHIN THE TREE PROTECTION ZONE BUT OUTSIDE THE DRIP LINE MUST BE UNDERTAKEN BY HAND EXCAVATION.
- NO ROOTS GREATER THAN 50mm IN DIAMETER ARE DAMAGED; AND
- ARE AT THE MINIMUM DEPTH PROVIDED BY THE RELEVANT STANDARDS AND AUTHORITY REQUIREMENTS.

LOW IMPACT ACTIVITY MAY OCCUR WITHIN THE FENCED OFF AREA OF TREES (OTHER THAN REGISTERED TREES AND THOSE CLASSIFIED AS BEING OF EXCEPTIONAL QUALITY) FOR THE PURPOSE OF LIGHT WORKS, WHICH INCLUDES THE CONSTRUCTION OF FOOTPATHS, BIKE PATHS, DRIVEWAYS, SWALE DRAINS, SPECIFIC FOOTING, GARDEN BEDS AND THE LIKE, PROVIDED THE ACTIVITY IS IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

- THE CULTIVATION OF SOIL FOR IRRIGATION AND SHRUB BEDS IS NOT CONSIDERED A GROUNDWORK ACTIVITY PROVIDED IT IS IN ACCORDANCE WITH THE LIMITATIONS BELOW.
- GENERALLY, NO ACTIVITY OCCURS WITHIN 3 METRES OF THE TRUNK, WITH THE EXCEPTION OF LANDSCAPING ACTIVITIES SPECIFIED BELOW.
- GARDEN BEDS, WHERE WITHIN 3 METRES OF THE TRUNK MUST BE NO GREATER THAN 300 IN DEPTH, EXCAVATION IS LIMITED TO 50 AND WHERE THE GARDEN BEDS ADJOIN A TREE, A GRAVEL BREATHING LAYER IS USED.
- FENCES AND WALLS WITHIN THE DRIP LINE AND MORE THAN 3 METRES FROM THE TRUNK WILL NOT BE ALLOWED UNLESS PIERS ARE USED AT 2.5m CENTRES. NO STRIP FOOTINGS PERMITTED.
- ANY SOIL REQUIRED FOR LANDSCAPING AND IRRIGATION PURPOSES ADJACENT TO TREES MUST NOT BE EXCAVATED BELOW 50 AND RESULT IN FILL WHICH WOULD EXCEED THE NATURAL SURFACE LEVEL BY 100.
- GENERALLY, EXCAVATION IS LIMITED TO A DEPTH OF 150 BELOW NATURAL GROUND LEVEL, EXCEPT WHERE IT MAY BE SPECIFIED WITHIN THE SPECIAC CONDITIONS.
- NO ROOTS GREATER THAN 50 IN DIAMETER ARE DAMAGED;
- THE EXCAVATED AREA FOR FOOTPATHS, SWALE DRAINS, BIKE PATHS, etc IS LESS THAN 2.5 METRES IN WIDTH.
- PROTECTIVE AREAS MAY BE MOVED TO PROVIDE SUFFICIENT SPACE TO ALLOW FOOTPATHS, BIKE PATHS OR SWALE DRAINS TO BE CONSTRUCTED WHILST CONTINUING TO PROTECT AREAS NOT AFFECTED BY THE ACTIVITY; AND
- WHERE THERE ARE EXISTING STRUCTURES, PATHS AND SERVICES, LOW IMPACT WORKS MAY BE UNDERTAKEN PROVIDED THERE IS NO INCREASE IN THE DEVELOPMENT FOOTPRINT AND EXCAVATION IS LIMITED TO A DEPTH OF 300 BELOW NATURAL GROUND LEVEL
- GARDEN BEDS, WHERE WITHIN 3 METRES OF THE TRUNK MUST BE NO GREATER THAN 300 IN DEPTH, EXCAVATION IS LIMITED TO 50 AND WHERE THE GARDEN BEDS ADJOIN A TREE, A GRAVEL BREATHING LAYER IS USED.

●<sub>PP</sub> ELECTRICITY POLE  
 •<sub>TAP</sub> TAP  
 ■<sub>WM</sub> WATER METER  
 — MISC UTILITY

Amendment				 <div>MINISTRY DESIGN e: info@ministrydesign.com.au m: 0409625515 o: po box 599 mitchell 2911 w: www.ministrydesign.com.au</div>	Tree Managment Plan	Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision	
							39	63	Deakin	As indicated	1722	A106	G	
							Client			Date	Drawn			
							Kosta Livas			22.3.18	PI			



A: PROPOSED METHOD - DISMANTLE ROOF, TIMBER TRUSSES AND TIMBER BEAMS FOR SALVAGE AND RE USE. REMOVAL OF ALL GLASS AND WINDOWS FOR RE USE. BRICK WALLS TO BE DISMANTLED BY HAND AND SOLD. ANY BROKEN REMAINS TO BE CRUSHED FOR RECYCLING. INTERNAL GYPSOCK WALLS AND FRAMES TO BE DISMANTLED BY HAND AND TAKEN TO TIP. THE REMAINING MATERIAL WOULD THEN CONSIST OF CONCRETE SLABS AND VERANDAHs AND CONCRETE DRIVEWAYS AND CARPARKING. CONCRETE IS TO BE DELIVERED TO CANBERRA RECYCLERS AT PIALLAGO FOR RECYCLING.

B: POLLUTION - AS PER ABOVE AND A.C.T. POLLUTION CONTROL LAWS.

C: ASBESTOS - FIBRO SHEET WHERE ENCOUNTERED WILL BE DISPOSED OF BY BAGGING WITH PROTECTIVE CLOTHING AS PER REGULATION AND DELIVERED AT THE APPROPRIATE AREA OF BELCONNEN TIP.

D: EXISTING SERVICES - ELECTRICITY TO BE DISCONNECTED AS PER ACTEW REQUIREMENTS AND RECONNECTED THROUGH TEMPORARY SUPPLY. SEWERAGE AND STORMWATER TO BE CAPPED OFF WHERE REQUIRED. WATER SUPPLY TO BE CAPPED OFF WHERE NECESSARY TO ALLOW FOR CONSTRUCTION. TELEPHONE LINE TO BE RELOCATED IF NECESSARY TO TELSTRA REQUIREMENTS.

ACCESS POINTS SHOULD BE STABILISED TO THE FOLLOWING CRITERIA: STABILISED PAD OF AGGREGATE UNDERLAIN WITH FILTER CLOTH.

- AGGREGATE SIZE 50MM, OR RELAIEMD OR RECYCLED CONCRETE EQUIVALENT - THICKNESS: NOT LESS THAN 150MM - WIDTH: 3M MINIMUM BUT NOT LESS THAN THE FULL WIDTH OF VEHICLE ACCESS. - LENGTH: AS REQUIRED, BUT NOT LESS THAN 15M

- FILTER CLOTH TO BE PLACED OVER THE ENTIRE AREA TO BE COVERED WITH AGGREGATE.

THE LOCATION OF ANY WASH DOWN AND BRICK/PAVING CUTTING AREAS ARE LOCATED UPSTREAM OF THE SEDIMENT FENCE WITH TRENCHING OR SMALL PONDS TO COLLECT WASTE WATER.

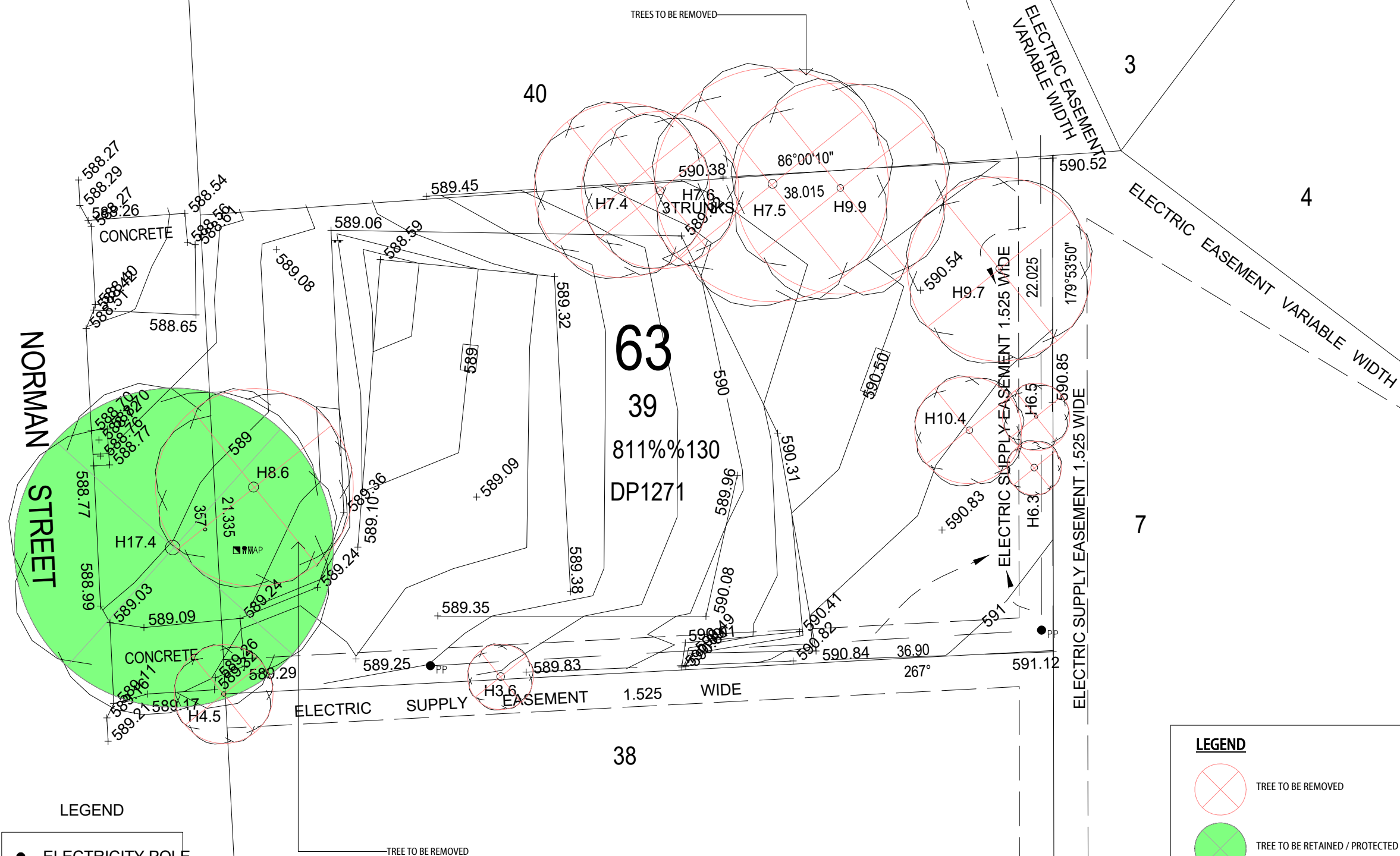
THE KERB IS TO BE SWEEPED DAILY, AND THE SEDIMENT IS TO BE COLLECTED AND RETURNED TO SITE. THE DUST FROM THE SITE IS TO BE MANAGED TO PREVENT SIGNIFICANT ADVERSE IMPACT ON NEIGHBOURING SITES. REGULAR MONITORING AND MAINTENANCE OF THE ABOVE POLLUTION CONTROLS ARE TO BE UNDERTAKEN.

1. WHERE AN ACTEW SEWER MAIN TRAVERSES A PROPERTY OR AN ACTEW SEWER MAIN IS OUTSIDE THE PROPERTY BOUNDARY (AND PROPOSED DEMOLITION WORKS MAY IMPACT ON THE SEWER MAIN'S PIPE-PROTECTION-ENVELOPE), OBTAIN ACCURATE SEWER NETWORK SURVEY PLANS FROM ACTEWAGL OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW SEWER ASSET LOCATIONS (INCLUDING MANHOLE, BOUNDARY RISER AND THE LOCATION) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
2. RECORD THE CONDITION OF MANHOLE COVERS, ETC. CALL ACTEWAGL TO REPAIR DAMAGED COMPONENTS. PHONE 131 193. A FAILURE TO IDENTIFY ANY FAULTS BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS.
3. ENGAGE A LICENSED DRAINER TO DISCONNECT THE INTERNAL SANITARY DRAINS BEFORE ANY DEMOLITION WORKS COMMENCE. THE DISCHARGE OF DEBRIS, STORMWATER OR OTHER UNAPPROVED LIQUID WASTES (OTHER THAN DOMESTIC SEWAGE) IS AN OFFENCE UNDER THE UTILITIES ACT 4000.
4. IDENTIFY, FLAG, BARRICADE AND PROTECT THE SANITARY DRAINAGE 'RISER' (IF INSTALLED) AND MANHOLES FROM DEMOLITION OPERATIONS.
5. WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, SANITARY DRAINS ARE TO BE TEMPORARILY SEALED OFF BY CAPPING NO CLOSER THAN 3 METRES FROM THE ACTEW TIE. EXCAVATION AND CAPPING IS TO BE UNDERTAKEN BY LICENSED DRAINERS AT THE CUSTOMER'S EXPENSE. THE CAPPING POINT IS TO BE STAKED BEHIND THE CAP AND IDENTIFIED AT GROUND LEVEL. NOTE: THE SUBSEQUENT BUILDING CONTRACTOR WILL BE REQUIRED TO MAKE A NEW SANITARY DRAINAGE CONNECTION AT THE DESIGNATED TIE (NOT AT THE TEMPORARY CAP). THIS MAY REQUIRE THE REMOVAL OF OLD JUMP-UPS IN THE CUSTOMER'S SANITARY DRAINS. WHEN THE TIE IS EXPOSED IT IS DESIRABLE TO ASK ACTEWAGL TO INSPECT THE BRANCH-LINE TO ENSURE IT IS IN GOOD CONDITION. WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT

1. WHERE AN ACTEW WATER MAIN TRAVERSES A PROPERTY (AND WHERE AN ACTEW WATER MAIN IS OUTSIDE THE PROPERTY BOUNDARY BUT PROPOSED DEMOLITION WORKS MAY IMPACT ON THE WATER MAIN'S PIPE-PROTECTION-ENVELOPE), OBTAIN ACCURATE WATER NETWORK SURVEY PLANS FROM ACTEWAGL OR FROM A SITE SURVEY BY A REGISTERED SURVEYOR. SHOW WATER ASSET LOCATIONS (INCLUDING MAINS, VALVES AND HYDRANTS) ON RELEVANT DEMOLITION PLANS (WITH OFF-SET DIMENSIONS TO SITE BOUNDARIES).
2. IDENTIFY THE LOCATION OF THE ACTEW ISOLATION VALVE AND WATER METER ON THE SITE PLAN (WITH OFF-SET DIMENSIONS FROM SITE BOUNDARIES).
3. RECORD THE CONDITION OF THE WATER CONNECTION PIPE, ISOLATION VALVE, WATER METER, VERGE HYDRANTS, VERGE NETWORK VALVES, ETC. CALL ACTEWAGL TO REPAIR DAMAGED COMPONENTS. PHONE 131 193. A FAILURE TO IDENTIFY ANY FAULTS BEFORE DEMOLITION WORKS COMMENCE MAY RESULT IN THE PROPERTY OWNER (OR THEIR CONTRACTORS) BEING HELD RESPONSIBLE TO PAY FOR THE REPAIR OF DAMAGE CAUSED BY A FAILURE TO ADEQUATELY PROTECT THOSE ASSETS DURING THE DEMOLITION OR BUILDING CONSTRUCTION WORKS.
4. ENGAGE A LICENSED PLUMBER TO DISCONNECT THE INTERNAL PLUMBING SERVICE AT THE WATER METER BEFORE ANY DEMOLITION WORKS COMMENCE.
5. WHERE FURTHER CONSTRUCTION WORKS IS PLANNED, INSTALL A TEMPORARY HOSE COCK ADJACENT TO THE METER. RETAIN THE METER METER BOX AND HOSE COCK FOR THE DURATION OF ANY BUILDING WORKS. IDENTIFY, FLAG, BARRICADE AND PROTECT THE METER ASSEMBLY FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE TO AVOID ACCIDENTAL WASTAGE, TURN OFF THE ISOLATION VALVE UNTIL REQUIRED.
6. WHERE FURTHER CONSTRUCTION WORKS IS NOT PROPOSED TO COMMENCE WITHIN 12 MONTHS FROM THE DATE DEMOLITION WORKS COMMENCE, PERMANENT DISCONNECTION AND REMOVAL OF THE METER MAY BE REQUIRED. PLEASE CONSULT WITH ACTEWAGL.
7. FLAG AND PROTECT NETWORK ISOLATION VALVES AND HYDRANTS (ON THE VERGE) FROM DEMOLITION OPERATIONS AND ACCIDENTAL DAMAGE.

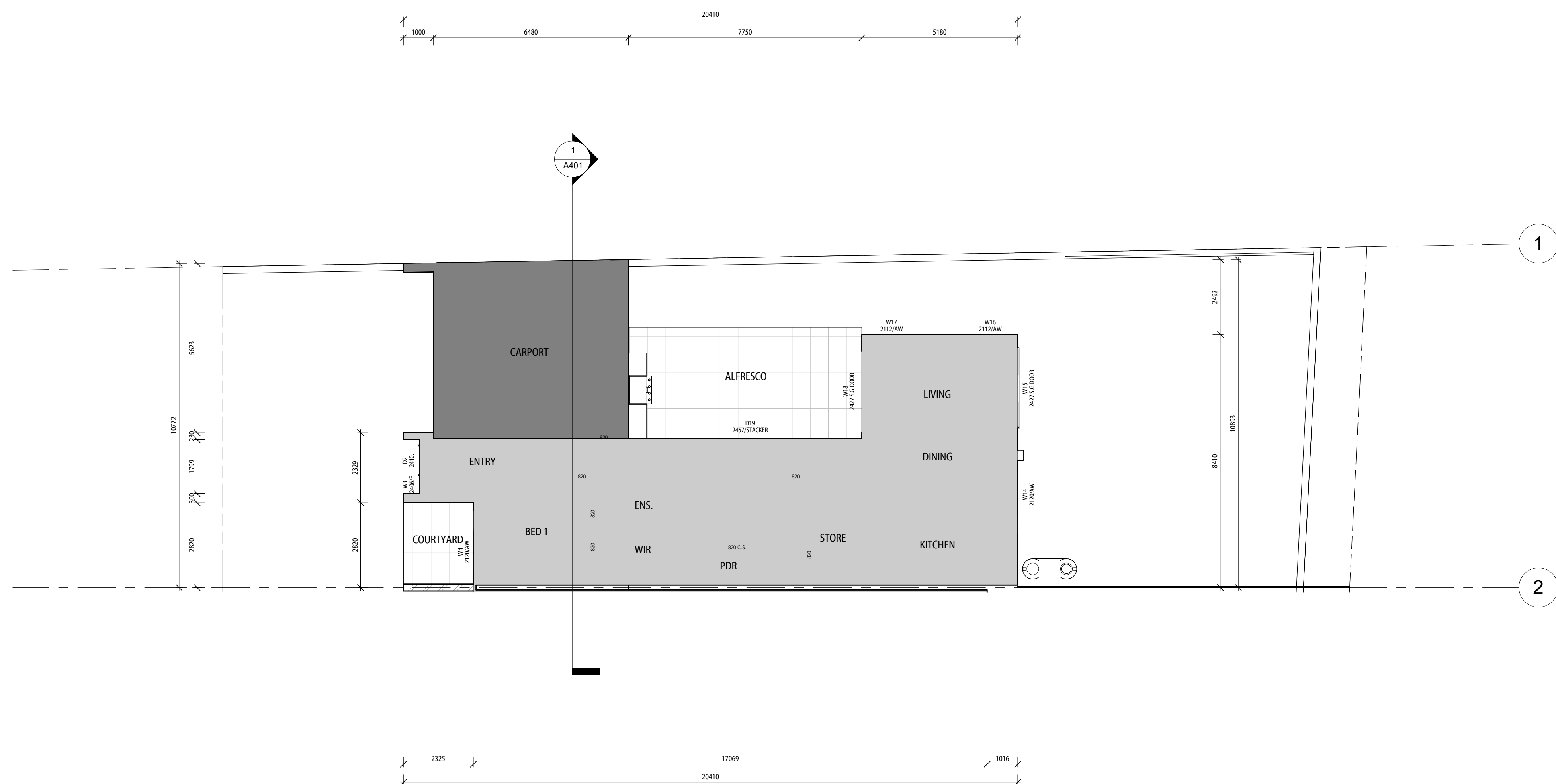
●<sub>PP</sub> ELECTRICITY POLE  
 •<sub>TAP</sub> TAP  
 ▣<sub>WM</sub> WATER METER  
 — MISC UTILITY

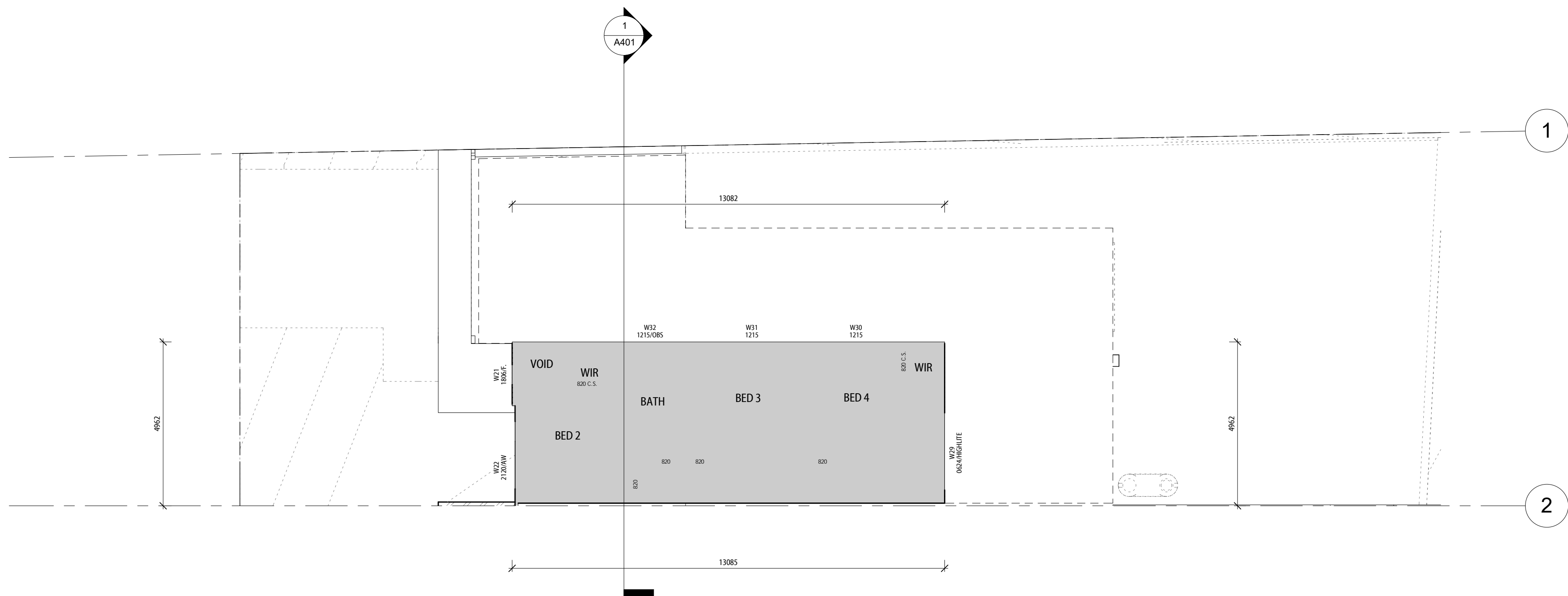
**NOTE**  
Mr FLUFFY BLOCK - DEMOLITION & ASBESTOS  
REMOVAL HAS TAKEN PLACE











Amendment			

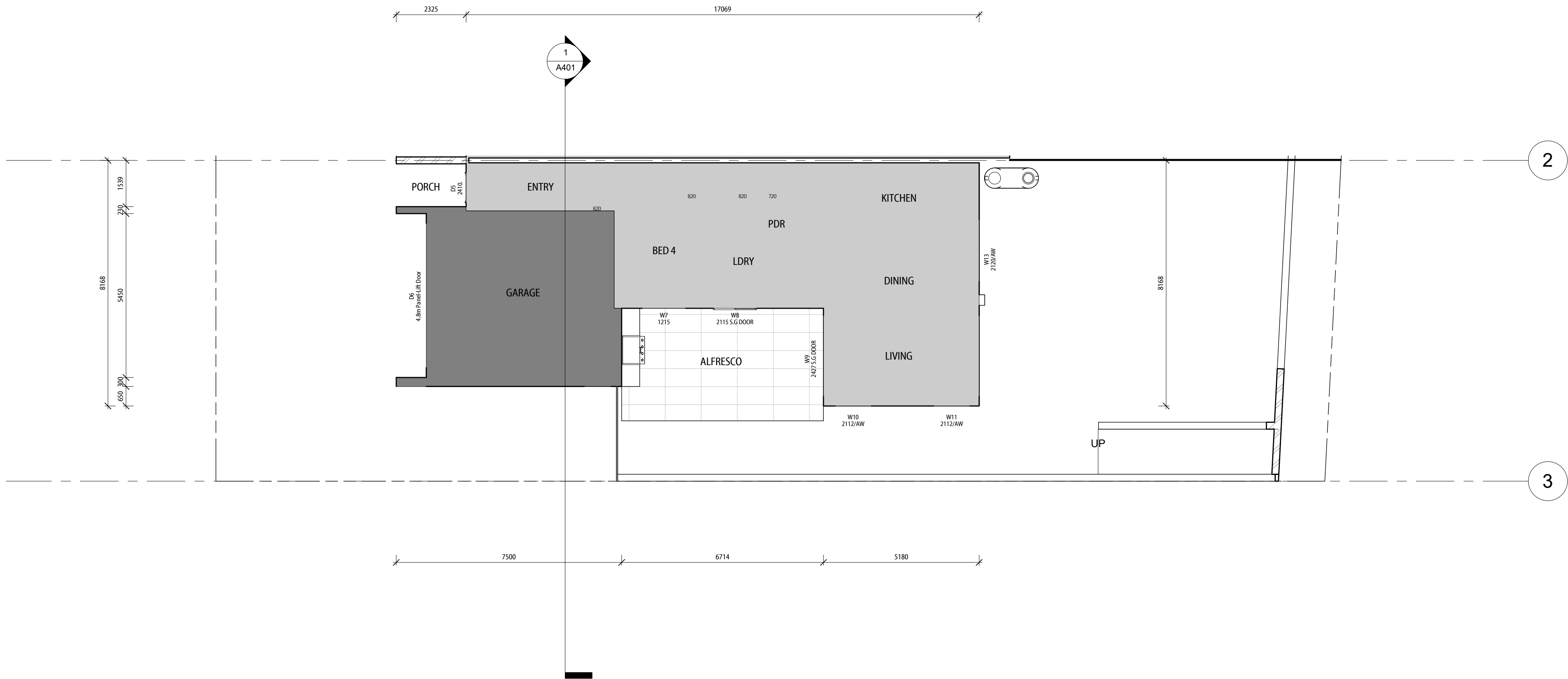


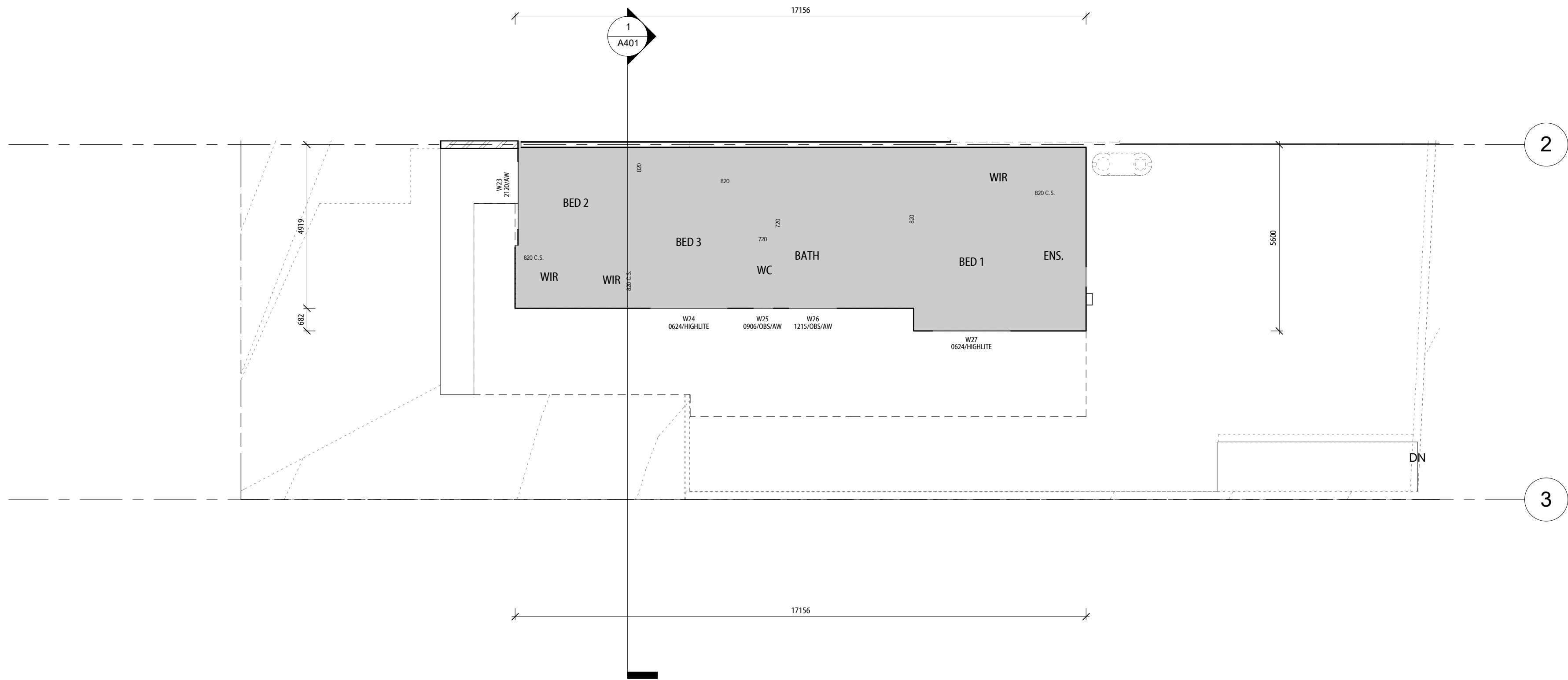
MINISTRY DESIGN

[info@ministrydesign.com.au](mailto:info@ministrydesign.com.au) m 043829915  
a po box 999 melb 3011 w www.ministrydesign.com.au

Public Notification Unit 1- Upper Floor

Drawing Title		Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
Client		39	63	Deakin	1 : 100	1722	A202	G
		Kosta Livas			22.3.18	PI		






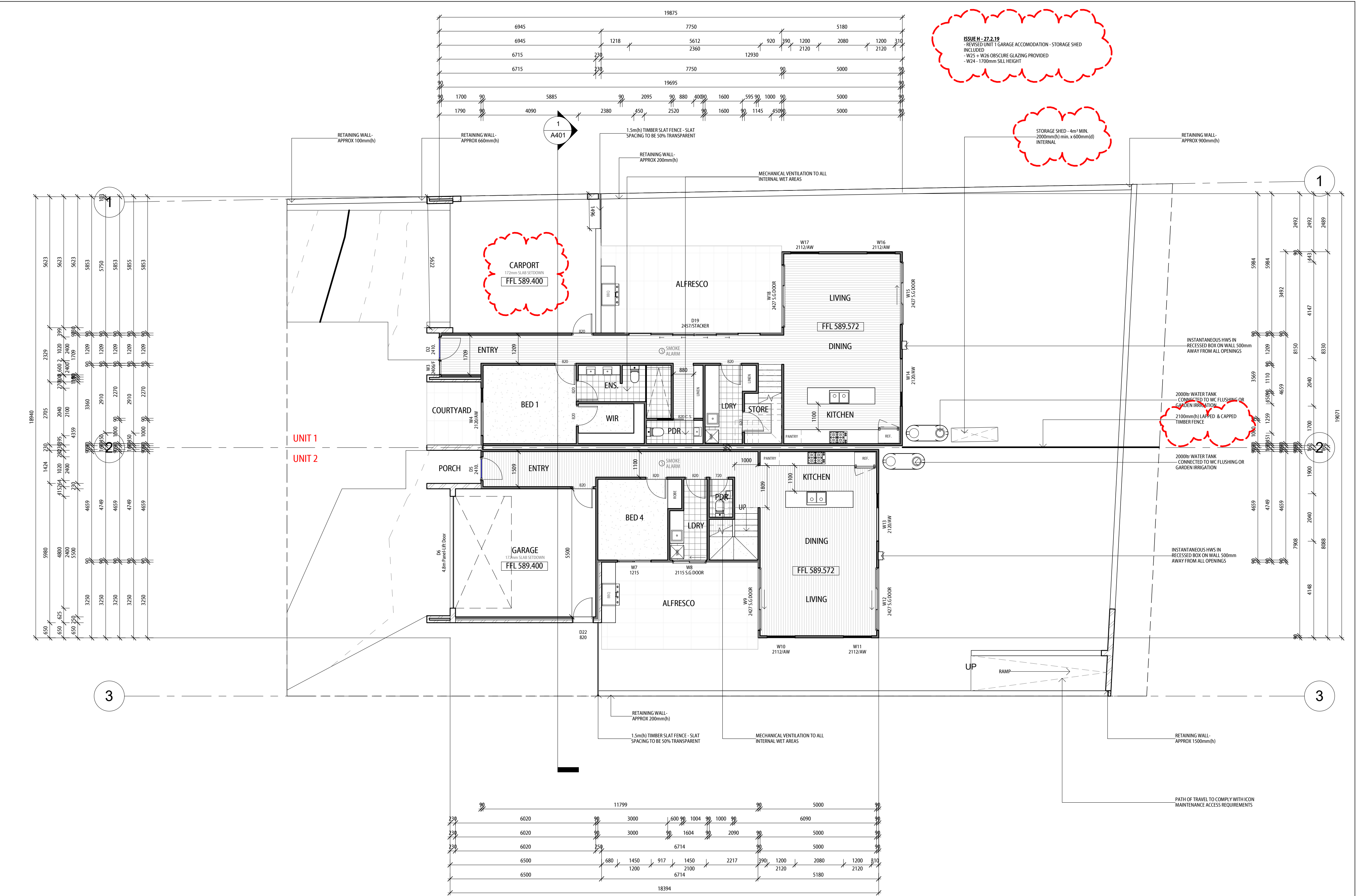
Amendment		



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architectural design  
phone 09 999 1111 | www.ministrydesign.com.au

## Public Notification Unit 2- Upper Floor

Drawing Title		Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
39		63	Deakin	1 : 100	1722	A204	G	
Client		Kosta Livas		Date	22.3.18			



Amendment			
A	NOD AMENDMENTS	27.2.19	1



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1/150 Box 999 Mtchel 2011 www.ministrydesign.com.au

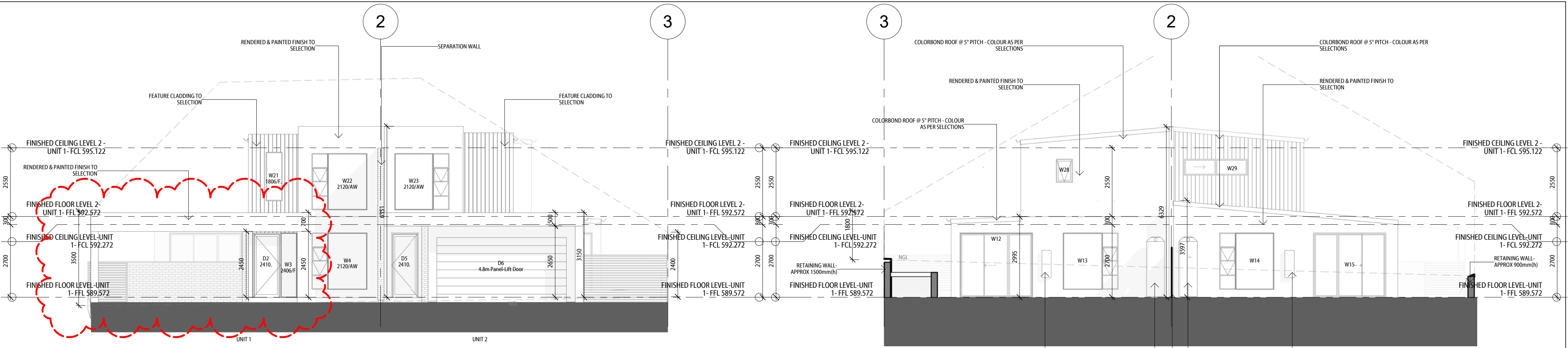
Drawing Title		Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
Ground Floor Plan		39	63	Deakin	1 : 100	1722	A205	G
Client		Kosta Livas		Date	22.3.18	Drawn	PI	



INSULATION  
WALLS - R2.0 BATTS  
CEILING - R4.1 BATTS  
ROOF - HEAVY DUTY SARKING





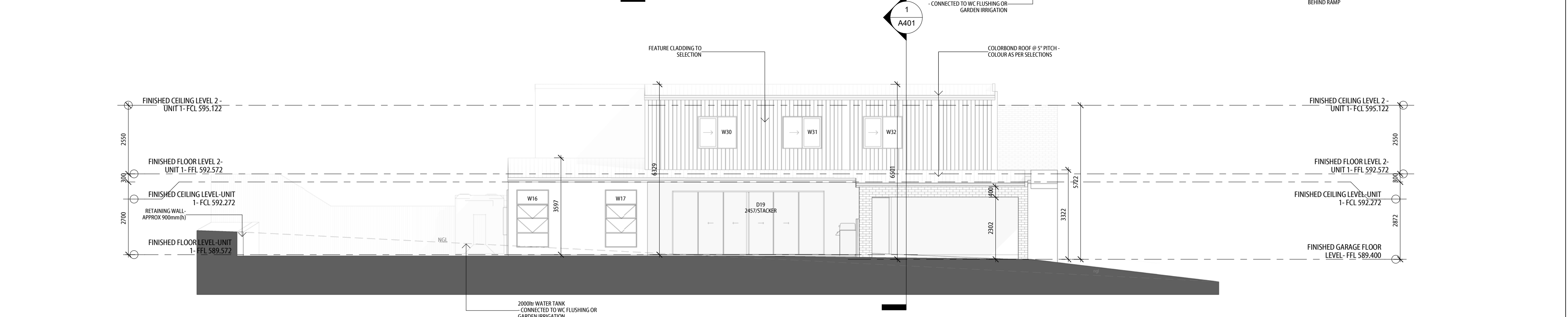


west ELEVATION

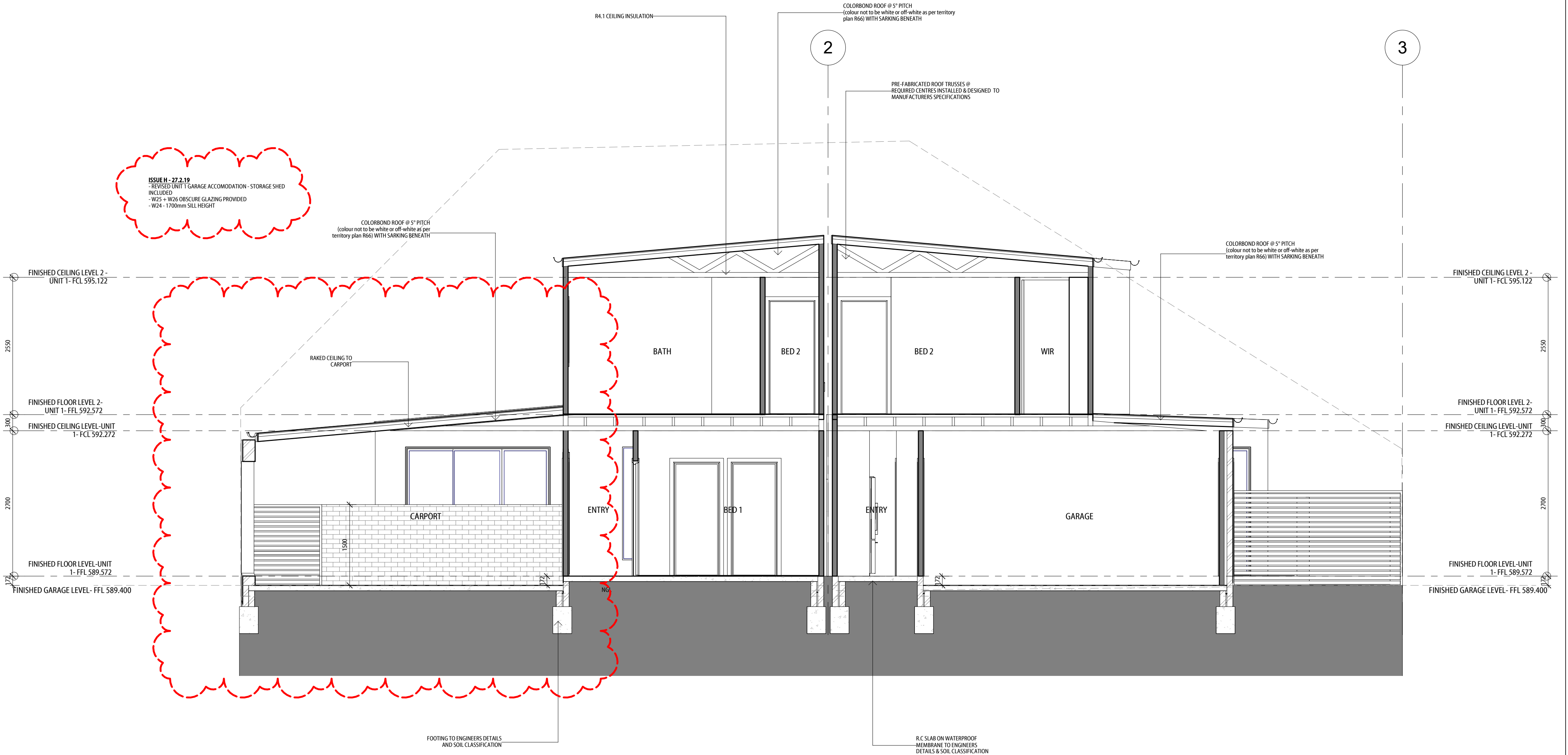
east ELEVATION



south ELEVATION



north ELEVATION



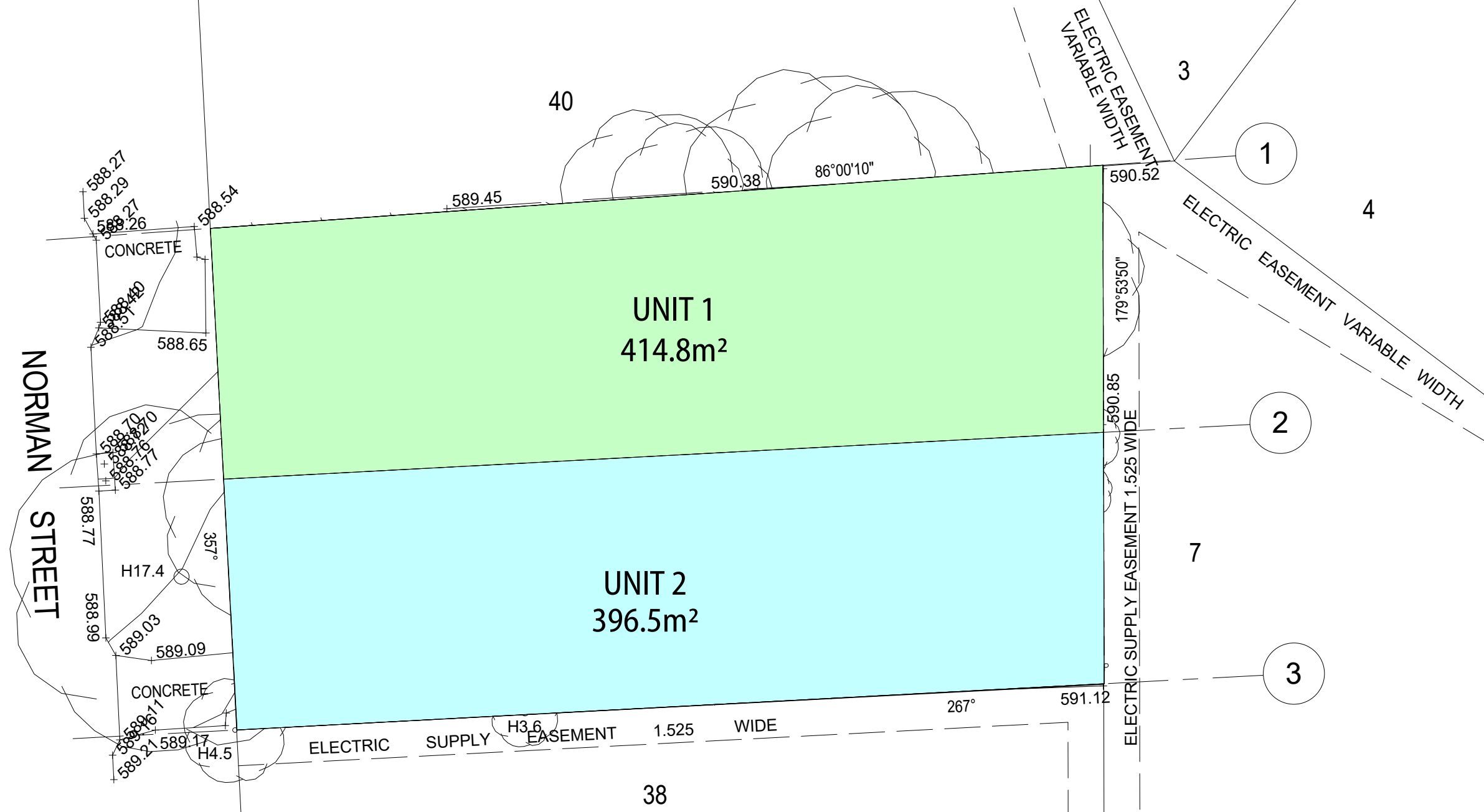
Amendment			
A	NOD AMENDMENTS	27.2.19	1



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[info@ministrydesign.com.au](mailto:info@ministrydesign.com.au) 2011 | [www.ministrydesign.com.au](http://www.ministrydesign.com.au)

Drawing Title		Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
Section A-A		39	63	Deakin	1:50	1722	A401	G
		Client		Date		Drawn		
		Kosta Livas		22.3.18		PI		



LEGEND

- <sub>PP</sub> ELECTRICITY POLE
- <sub>TAP</sub> TAP
- <sub>WM</sub> WATER METER
- MISC UTILITY

Amendment



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Proposed Subdivision / Unit Title Plan

Drawing Title

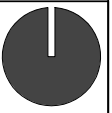
Block	Section	Suburb
39	63	Deakin
Client		
Kosta Livas		

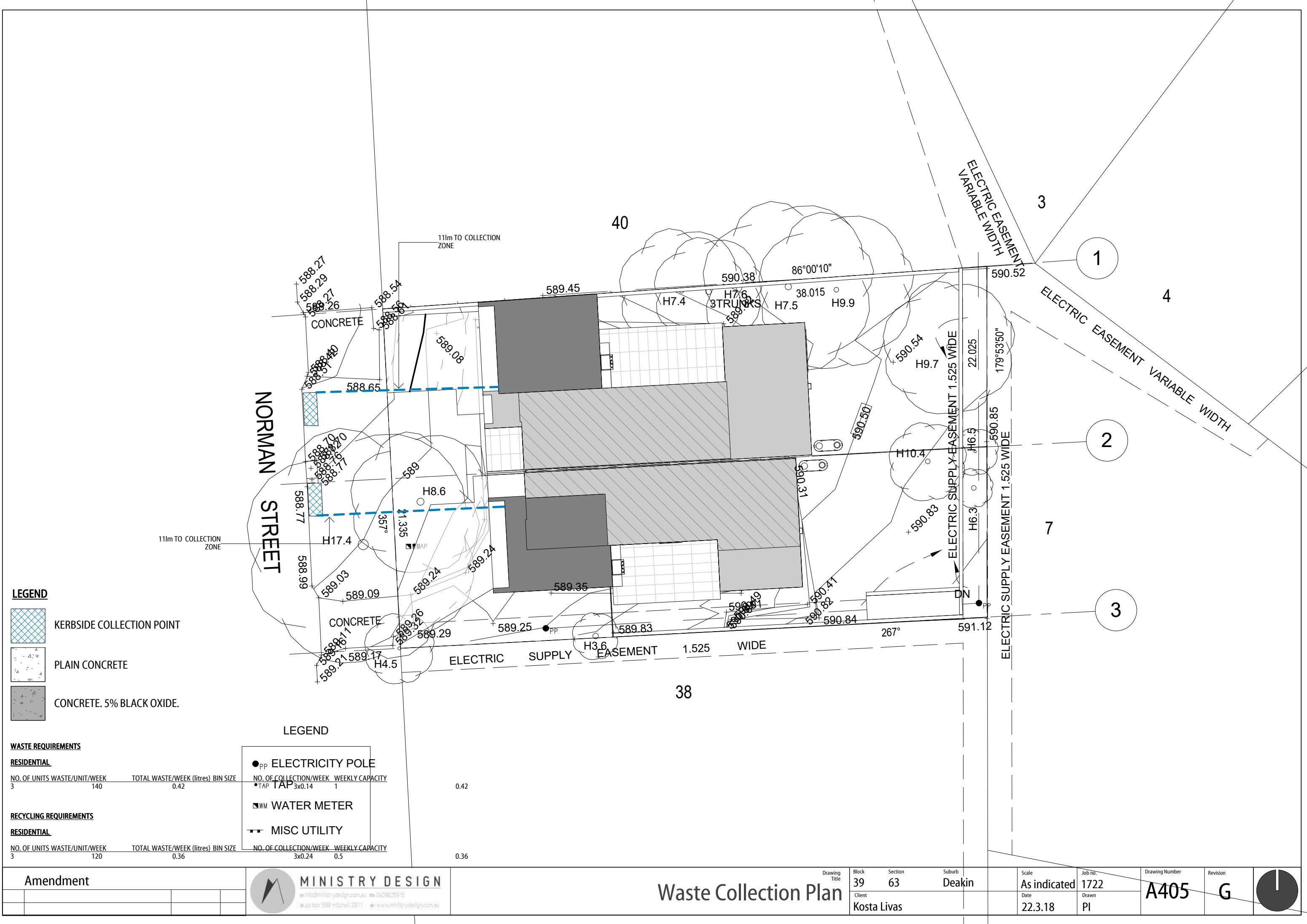
Scale
1 : 200
Date
22.3.18

Job no.
1722
Drawn
PI

Drawing Number  
**A404**

Revision  
**G**





**LEGEND**

KERBSIDE COLLECTION POINT

PLAIN CONCRETE

CONCRETE. 5% BLACK OXIDE.

**WASTE REQUIREMENTS**

**RESIDENTIAL**

NO. OF UNITS WASTE/UNIT/WEEK	TOTAL WASTE/WEEK (litres)	BIN SIZE
3	140	0.42

**RECYCLING REQUIREMENTS**

**RESIDENTIAL**

NO. OF UNITS WASTE/UNIT/WEEK	TOTAL WASTE/WEEK (litres)	BIN SIZE
3	120	0.36

**LEGEND**

●<sub>pp</sub> ELECTRICITY POLE

●<sub>TAP</sub> TAP

■<sub>WM</sub> WATER METER

--- MISC UTILITY


NO. OF COLLECTION/WEEK	WEEKLY CAPACITY
3x0.14	1
3x0.24	0.5





A pie chart with a single dark grey slice representing 100% of the data.


PLANT LEGEND (sizes at maturity are approx. - species may vary depending on availability)			
CODE	PLANT NAME	SIZE (H x W)	SPACING
<b>TREES</b>			
ApK	'Acer palmatum' Japanese Maple	5m x 5m	-
<b>HEDGE</b>			
VOd	'Viburnum Odoratissimum' Sweet Viburnum	2.5m x 2.5m	2 per m²
<b>GRASSES</b>			
LIEG	'Liriope 'Evergreen Giant'	0.4m x 0.7m	6 per m²
TAN	'Lomandra longifolia 'Tanika'	1.2m x 0.8m	6 per m²
<b>TURF</b>			
-	Legend Couch	-m²	
<b>GROUND COVER</b>			
TJS	'Trachelospermum jasminoides 'Star Jasmine'	0.8m x 2m	4 per m²

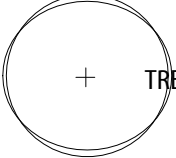
**LEGEND**

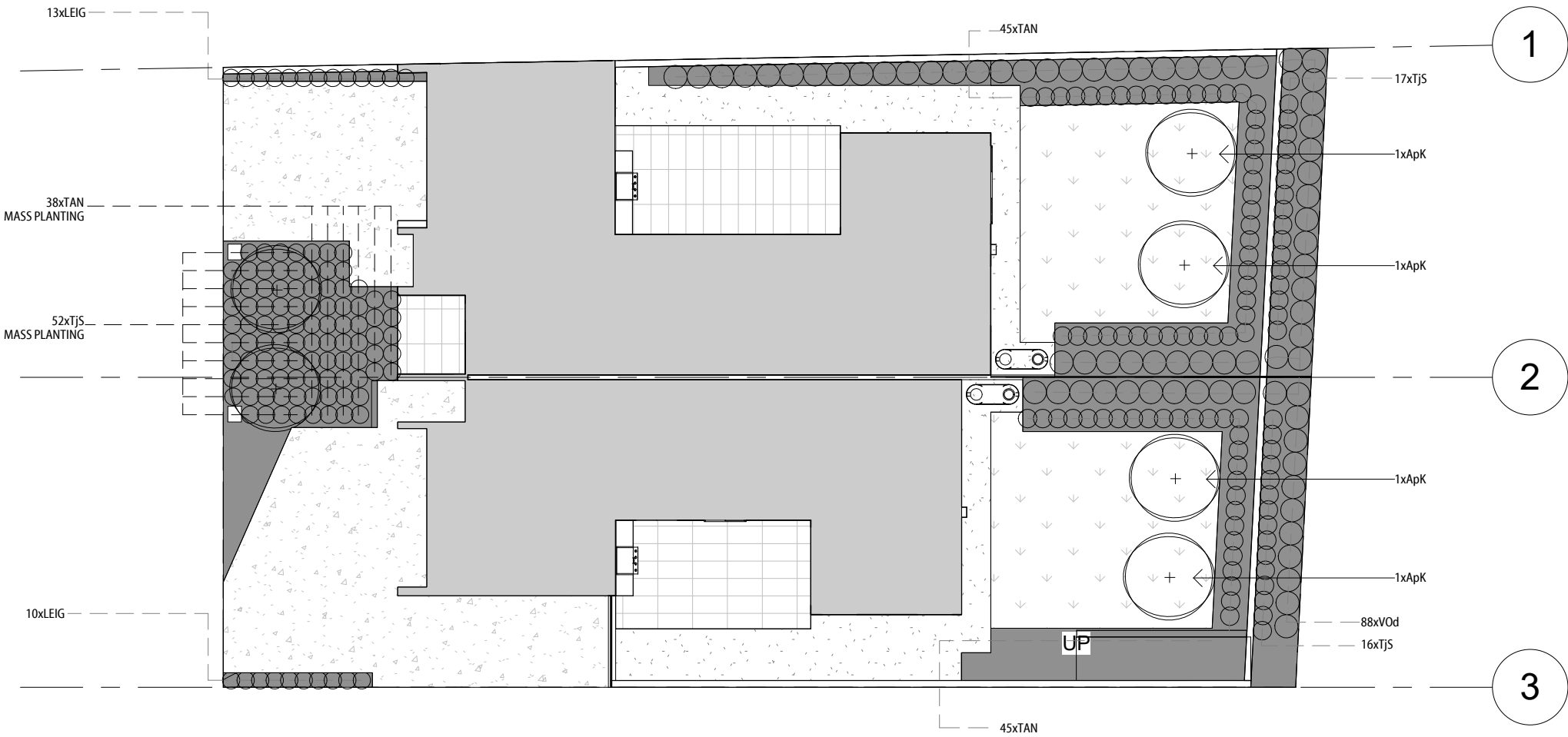
 TURF

 GROUND COVER

 CONCRETE

 WHITE PEBBLE / BLUESTONE PUBBLES

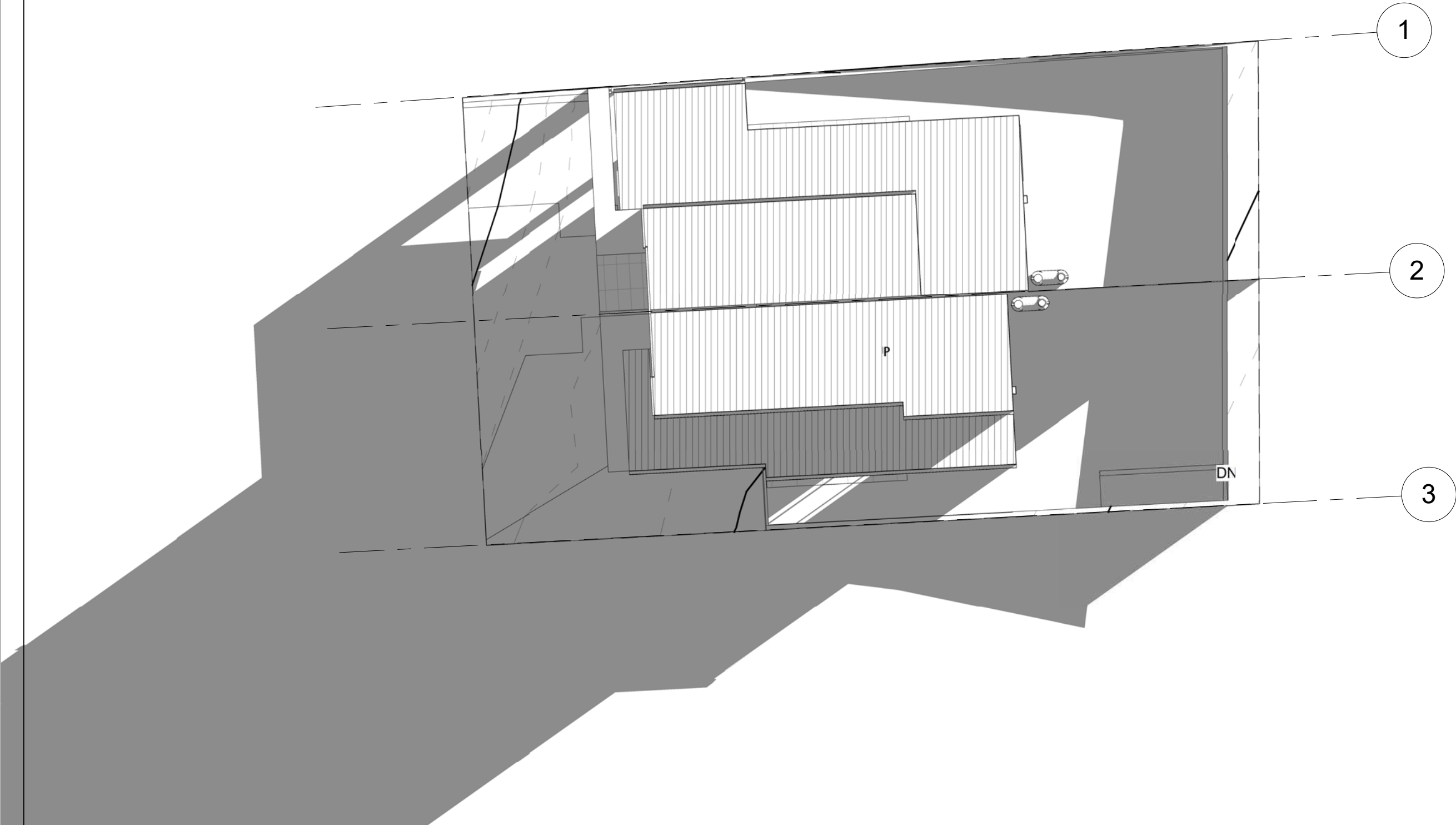
 TREE



**NOTE**  
ROOF, CAPPING, FLASHINGS - COLORBOND MONUMENT  
FRONT DOOR - COLORBOND MONUMENT  
WINDOWS - COLORBOND MONUMENT  
GARAGE DOOR - COLORBOND MONUMENT



SUN AZIMUTH  
LOCATION: CANBERRA  
LATITUDE -35°18'00"  
LONGITUDE 149°08'00"  
AUSTRALIAN EASTERN STANDARD TIME  
21/06/2018



Amendment			




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p po box 699 mitchell 2911 w [www.ministrydesign.com.au](http://www.ministrydesign.com.au)

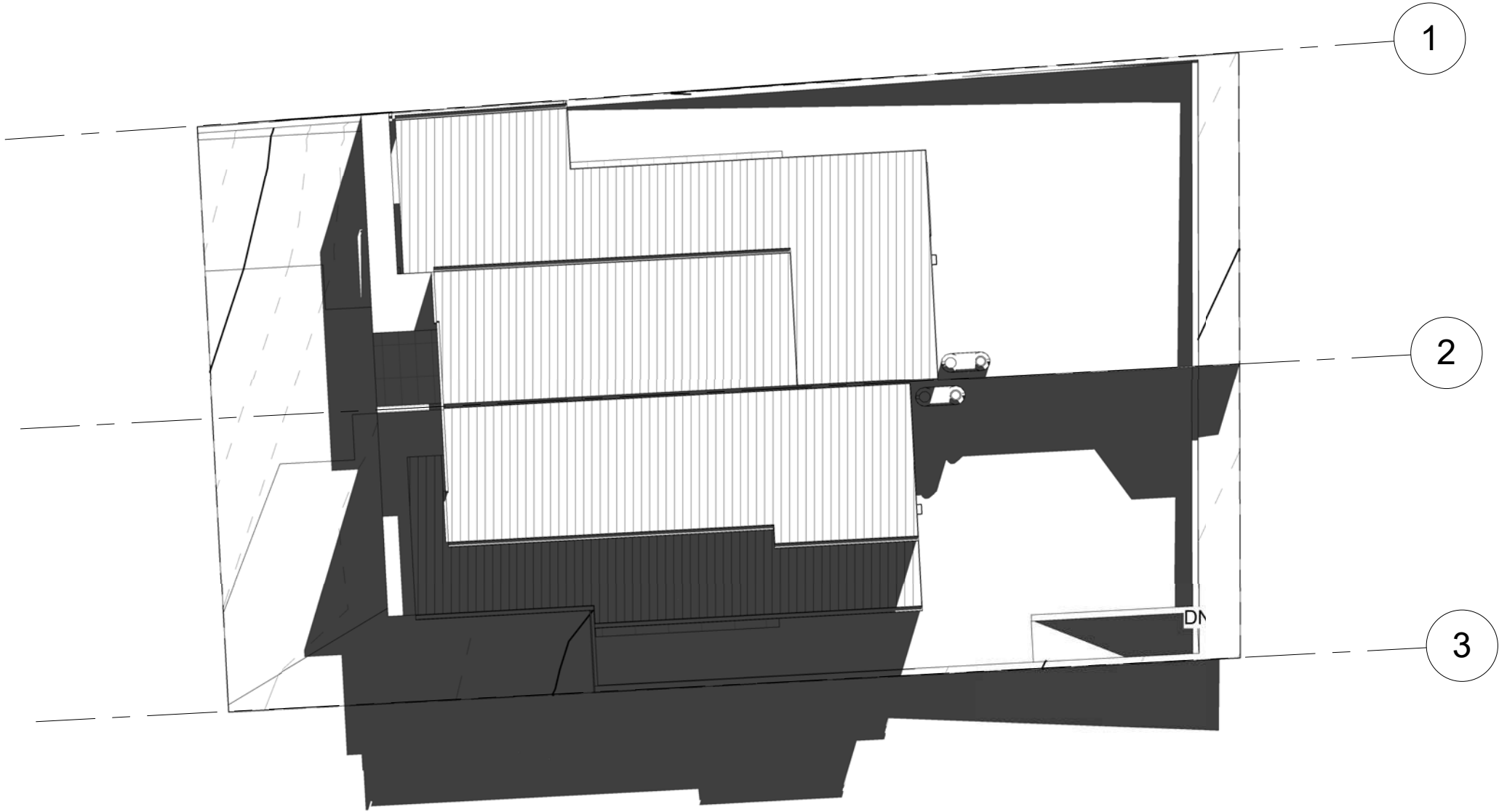
Drawing Title

Solar Diagram 9am

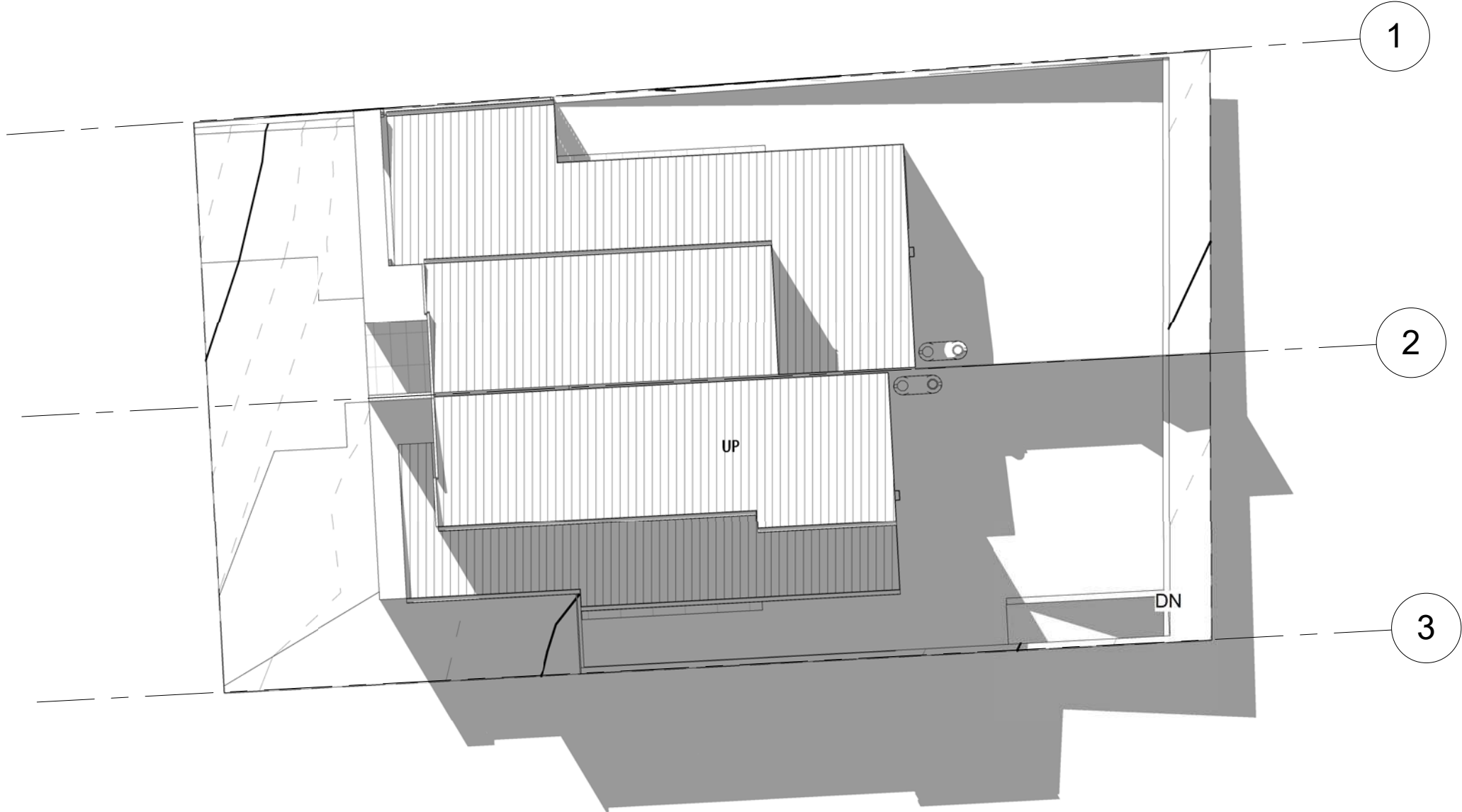
Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision	
39	63	Deakin	1 : 200	1722	A503	G	
Client			Date	Drawn			
Kosta Livas			22.3.18	PI			



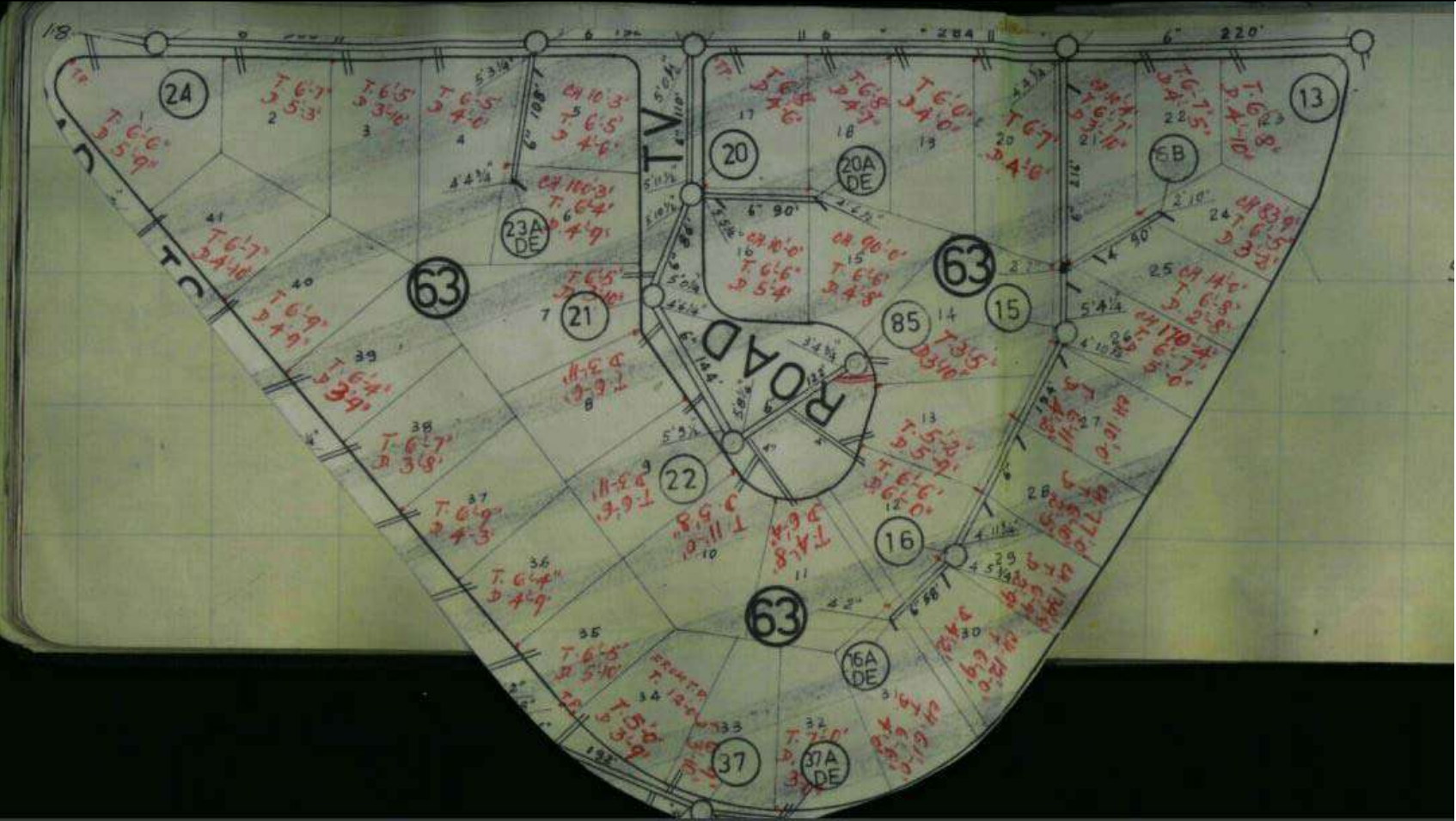
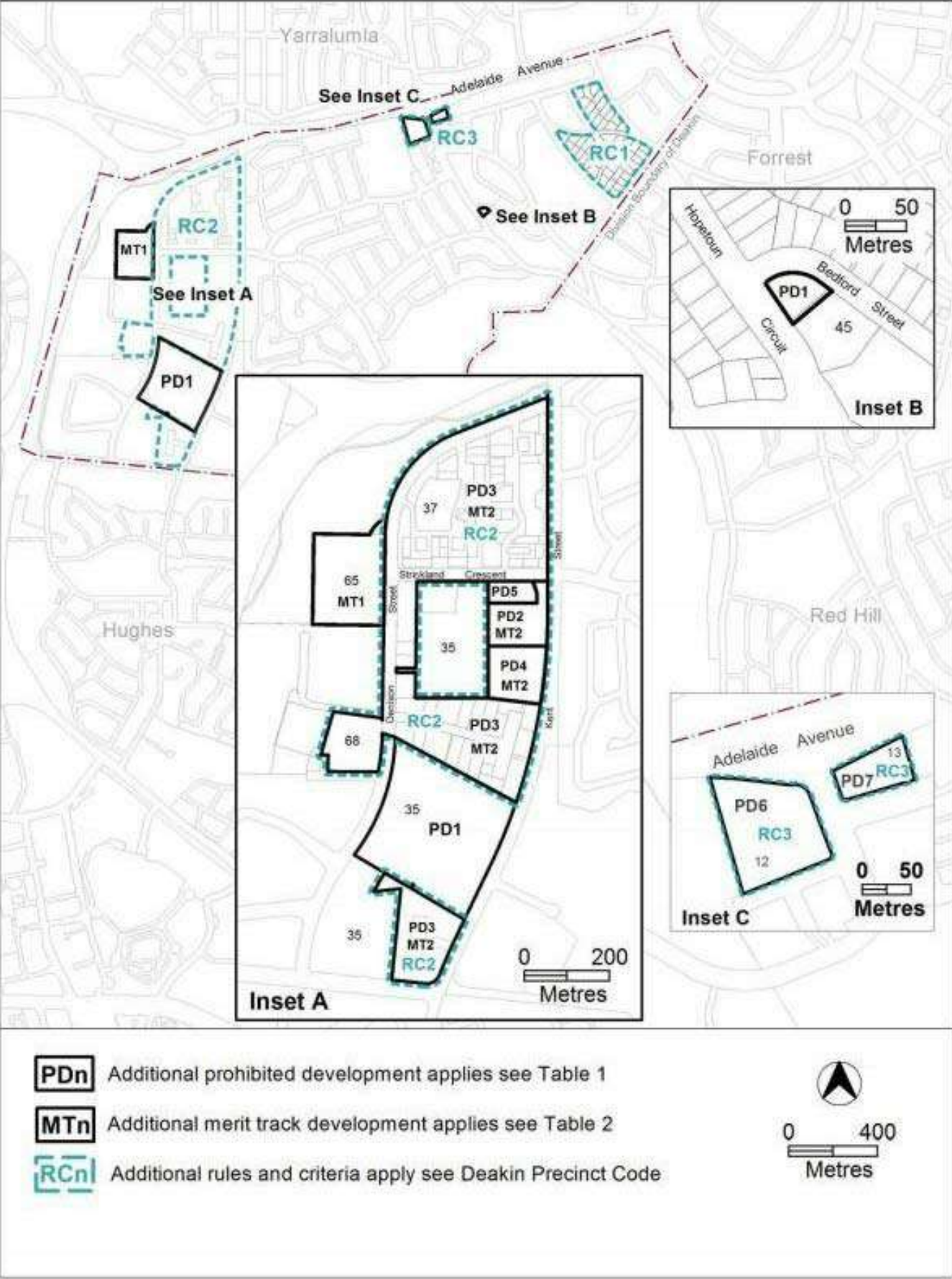
SUN AZIMUTH  
LOCATION: CANBERRA  
LATITUDE -35°18'00"  
LONGITUDE 149°08'00"  
AUSTRALIAN EASTERN STANDARD TIME  
21/06/2018



SUN AZIMUTH  
LOCATION: CANBERRA  
LATITUDE -35°18'00"  
LONGITUDE 149°08'00"  
AUSTRALIAN EASTERN STANDARD TIME  
21/06/2018



Deakin Precinct Map



PRECINCT CODE

PLUMBING TIES

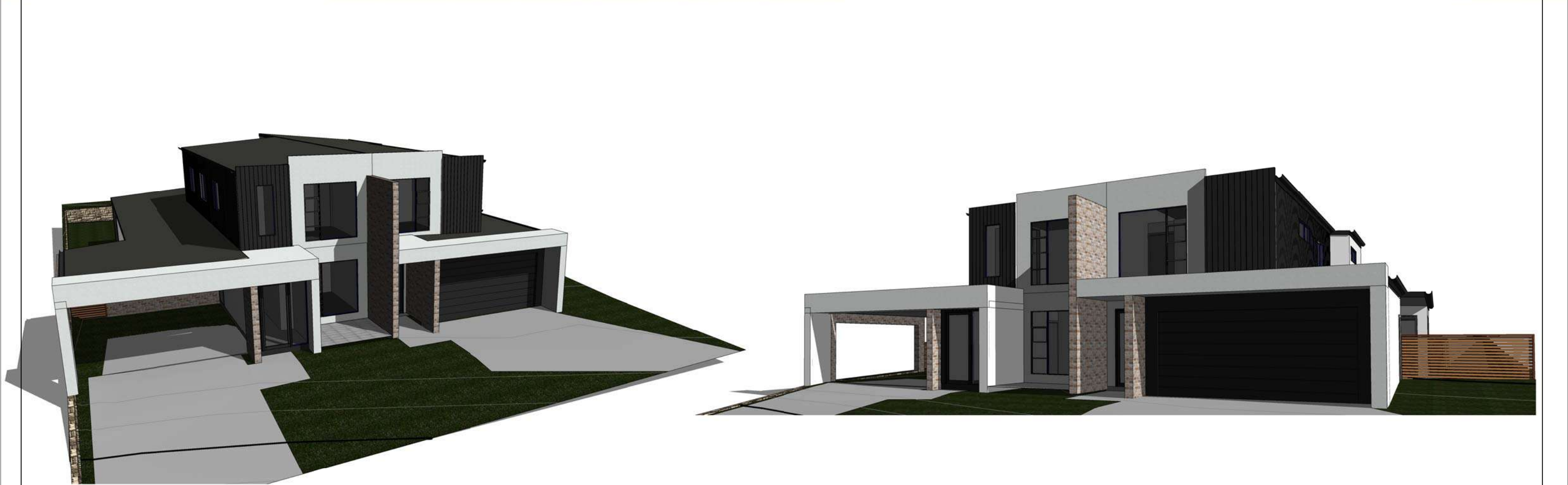
Amendment	 <b>MINISTRY DESIGN</b> <small>enquiries@ministrydesign.com.au m 043625915 p po box 699 mitchell 2911 w www.ministrydesign.com.au</small>	Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
		Precinct Code Analysis	39	63	Deakin		1722	A506	G
			Client			Date	Drawn		

		Kosta Livas	22.3.18	PI					
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Amendment				 <div>MINISTRY DESIGN e: info@ministrydesign.com.au m: 0409625915 p: po box 699 mitchell 2911 w: www.ministrydesign.com.au</div>	Perspectives	Drawing Title			Block 39	Section 63	Suburb Deakin	Scale	Job no. 1722	Drawing Number A600	Revision G	
							Client Kosta Livas	Date 22.3.18	Drawn PI							

**Absolute Town Planning  
C/O Justin Whytcross  
20 Braine Street  
Page ACT 2614**

**BLOCK: 39 SECTION: 63 - DEAKIN  
Application Number: 201834200**

Dear Mr Whytcross

I refer to the plans and information you submitted in response to conditions A1 and A2 of the Notice of Decision with respect to the above Development Application.

The documentation provided now satisfies conditions A1 and A2 of the Decision and has been endorsed to form part of the Development Approval.

Please note, any other conditions imposed by entities may need to be addressed prior to works commencing.

If you would like to discuss this matter further please contact DA Enquiries at [DAEnquiries@act.gov.au](mailto:DAEnquiries@act.gov.au).

Sincerely



Mr Trent Varlow  
Development Assessment Coordinator  
Environment, Planning and Sustainable Development Directorate  
2 April 2019

PLANNING AND DEVELOPMENT ACT 2007

**APPROVAL GRANTED**

PURSUANT TO SECTION 165

Delegate name TRENT VARLOW

Date 2/4/2019



Amendment			
A	NOD AMENDMENTS	27.2.19	1



Upper Floor Plan

Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
	39	63	Deakin	1 : 100	1722	A206	G
Client	Kosta Livas			Date	22.3.18	Drawn	PI

**NOTE**  
ROOF, CAPPING, FLASHINGS - COLORBOND MONUMENT  
FRONT DOOR - COLORBOND MONUMENT  
WINDOWS - COLORBOND MONUMENT  
GARAGE DOOR - COLORBOND MONUMENT

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 165  
  
Delegate name TRENT VARLOW  
  
Date 2/4/2019



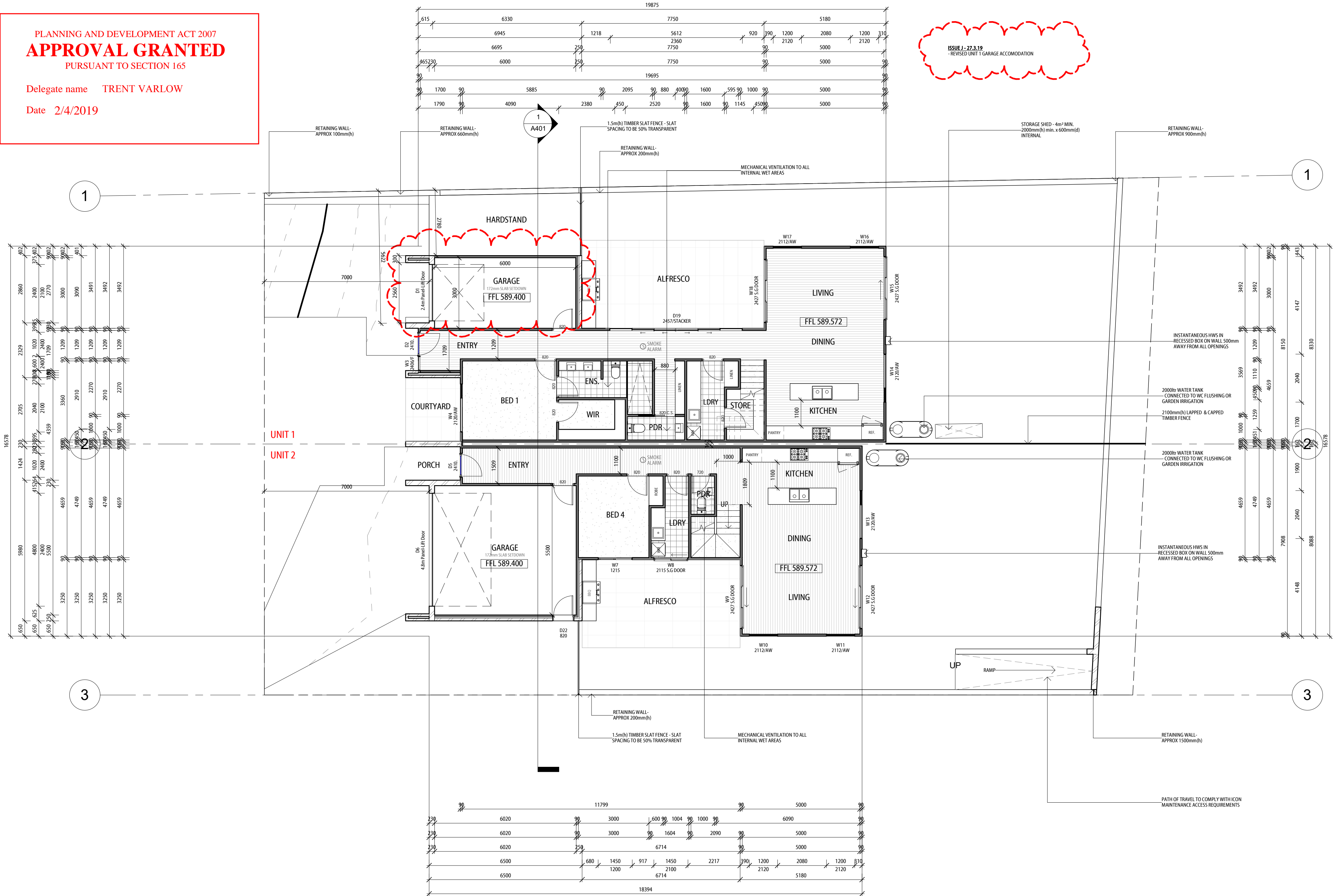
Amendment				 <div><b>MINISTRY DESIGN</b> e: info@ministrydesign.com.au m: 0409629915 p: po box 699 mitchell 2911 w: www.ministrydesign.com.au</div>	External Colours + Finishes	Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision	
							Client			Date	Drawn			
							Kosta Livas			22.3.18	PI	A502	J	



PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 165

Delegate name TRENT VARLOW  
Date 2/4/2019

ISSUE J - 27.3.19  
- REVISED UNIT 1 GARAGE ACCOMMODATION



Amendment		
A	NOD AMENDMENTS	27.2.19 1



Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
Ground Floor Plan	39	63	Deakin	1 : 100	1722	A205	J
	Client		Kosta Livas	Date	22.3.18	PI	



PLANT LEGEND (sizes at maturity are approx. - species may vary depending on availability )


CODE	PLANT NAME	SIZE (H x W)	SPACING
<strong>TREES</strong>			
ApK	'Acer palmatum' Japanese Maple	5m x 5m	-
<strong>HEDGE</strong>			
VOd	'Viburnum Odoratissimum' Sweet Viburnum	2.5m x 2.5m	2 per m²
<strong>GRASSES</strong>			
LIEG	Liriope 'Evergreen Giant'	0.4m x 0.7m	6 per m²
TAN	Lomandra longifolia 'Tanika'	1.2m x 0.8m	6 per m²
<strong>TURF</strong>			
-	Legend Couch	-m²	
<strong>GROUND COVER</strong>			
TJS	Trachelospermum jasminoides 'Star Jasmine'	0.8m x 2m	4 per m²


PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 165


Delegate name    TRENT VARLOW


Date    2/4/2019

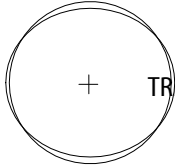
LEGEND

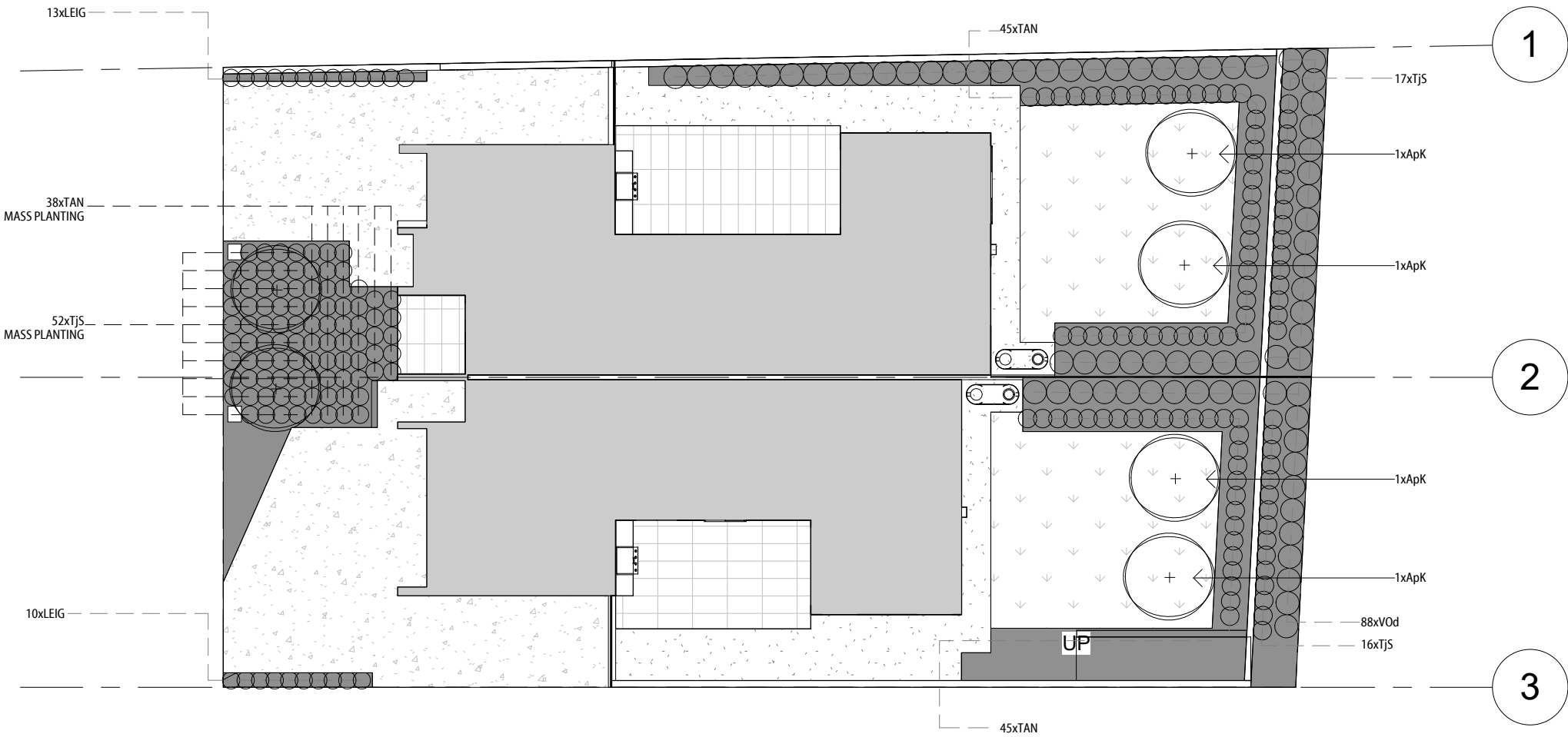
 TURF

 GROUND COVER

 CONCRETE

 WHITE PEBBLE / BLUESTONE PUBBLES

 TREE



Amendment



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p: po box 699 mitchell 2911 w: www.ministrydesign.com.au

Landscape Plan

Drawing Title	Block	Section	Suburb	Scale	Job no.	Drawing Number	Revision
	39	63	Deakin	As indicated	1722	A501	J
	Client	Kosta Livas		Date	22.3.18	Drawn	PI

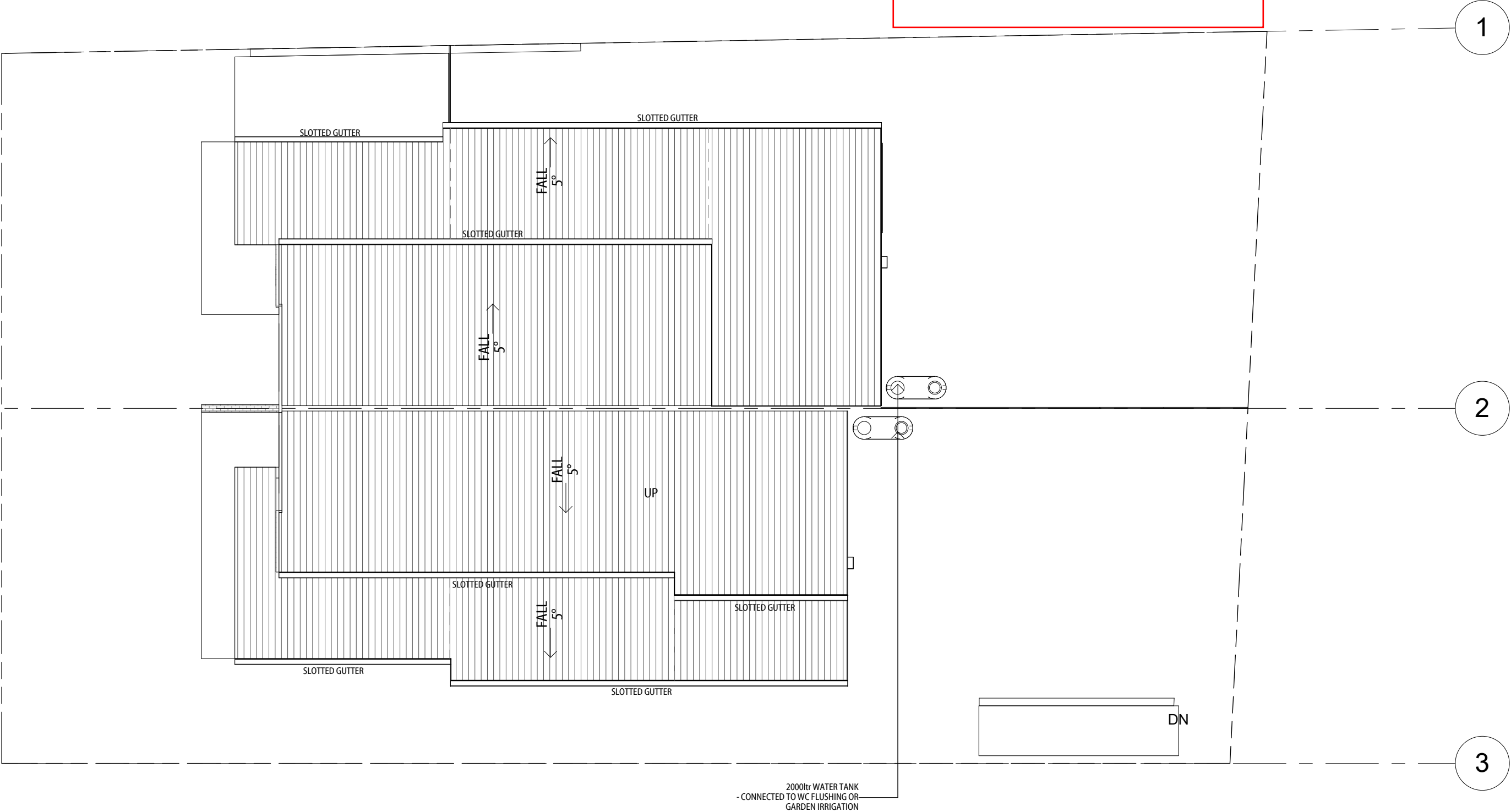


INSULATION  
WALLS - R2.0 BATTS  
CEILING - R4.1 BATTS  
ROOF - HEAVY DUTY SARKING

PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 165

Delegate name TRENT VARLOW

Date 2/4/2019

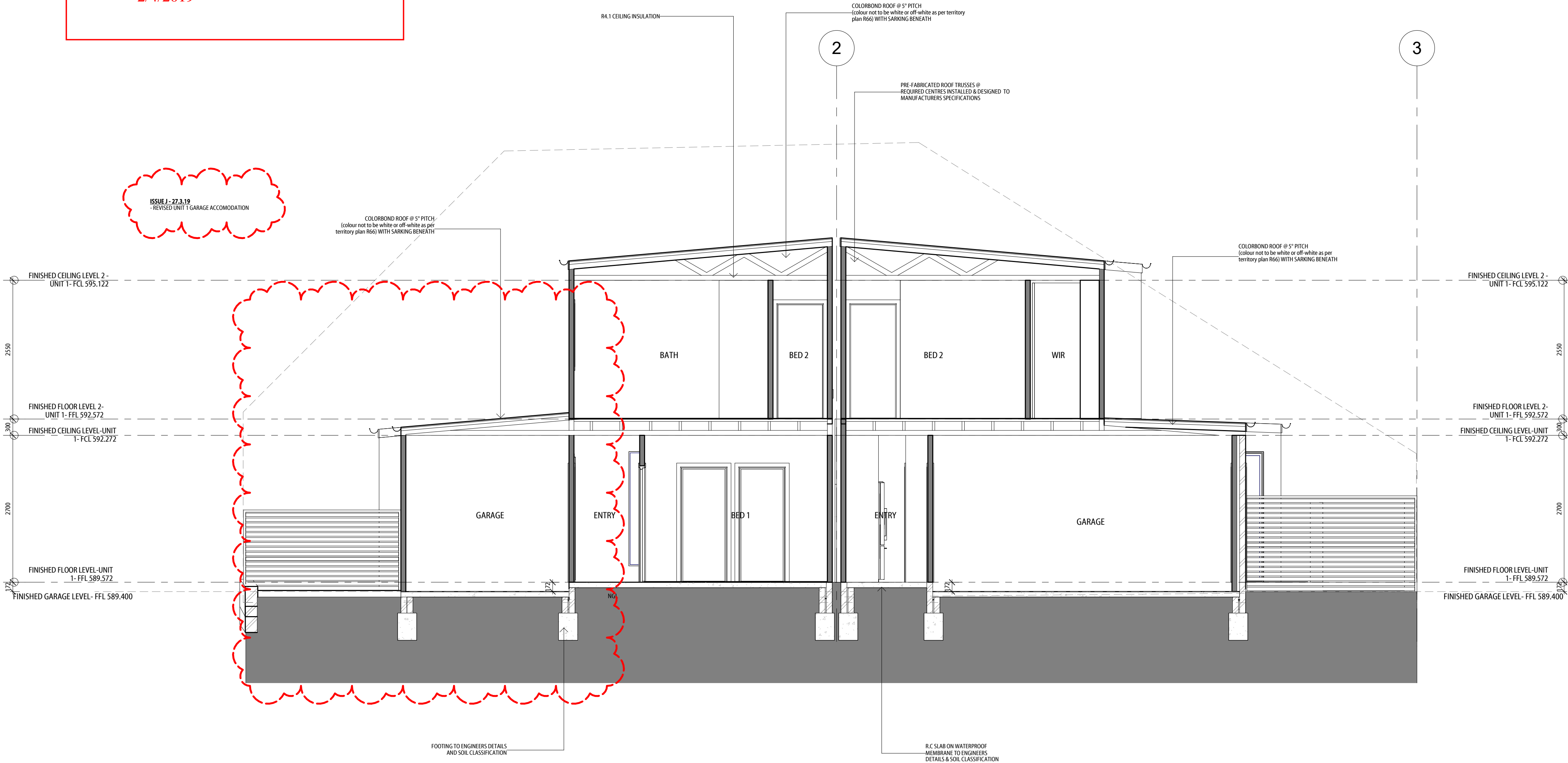


PLANNING AND DEVELOPMENT ACT 2007  
**APPROVAL GRANTED**  
PURSUANT TO SECTION 165

Delegate name TRENT VARLOW

Date 2/4/2019

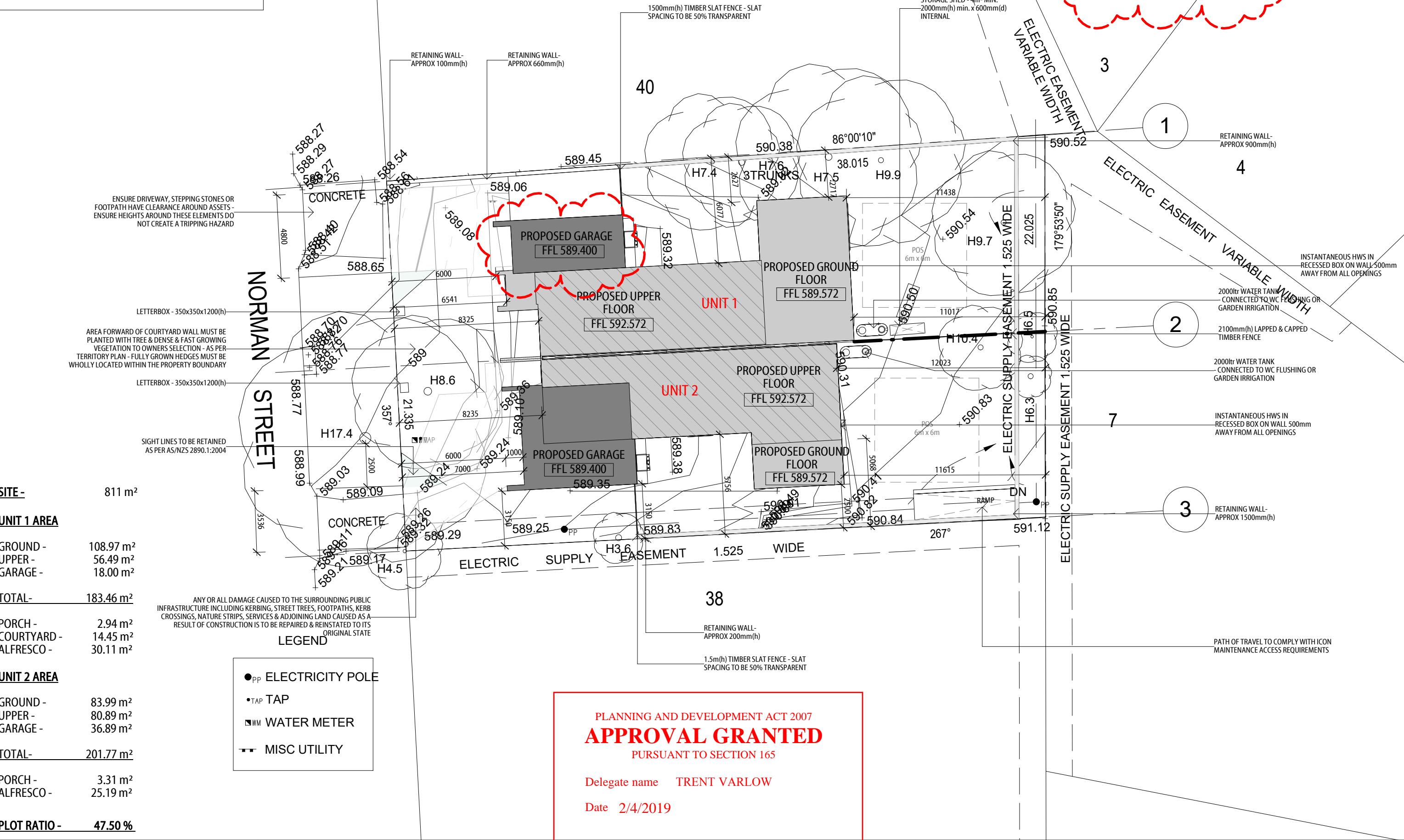
ISSUE J - 27.3.19  
- REVISED UNIT 1 GARAGE ACCOMODATION





NOTE

- A MIN. OF 50% OF THE POS IS TO BE RETAINED AS PLANTING AREA TO COMPLY WITH TERRITORY PLAN - R50.
- FOOTPATH IN VERGE NOT TO BE DISTURBED BY DRIVEWAY
- BUILDER TO CONFIRM FINISHED FLOOR HEIGHTS PRIOR TO CONSTRUCTION
- RL's TO BE WITHIN 40mm OF SPECIFIED HEIGHT





PO BOX 3322 WESTON CREEK ACT 2611

ABN: 48604525224

M: 0499088877

E: INFO@PULSEHOMES.NET.AU

#### Preliminaries

- Building Certifier Fees  
As the plans have been approved I am using Certified Building Solution in Mitchell
- ACTPLA Building Levy Fees
- HIA Home Warranty Insurance
- 7-years Structural Guarantee
- 90 days' maintenance period

#### Engineers design

- An engineering design

#### Surveyor

- My registered surveyor will set your house out and an Identification Survey will be provided on completion

#### Environmental Issues

- I will provide a 1.8m high temporary fence during construction
- I will provide a temporary WC during construction
- The site will be maintained as neat as possible during construction
- On sloping site we will install silt protection to minimise silt entering our waterways

#### Earthworks

- The site will be excavated to design levels
- If rock is detected you will be contacted, informed that rock has been discovered and you will be made aware of and extra charge

#### Water Tanks

- I have allowed for a 2000 litre water tank with a mains pressure by-pass connected to the toilets and an external tap.

#### Concreter

- Our concreter will pour slabs to AS 2870 *Residential Footings and Slabs*

I have allowed for a Waffle Slab.

#### Termite Protection

- Passive Termite Protection
- I use “Trithor” which is a product that complies with AS 3660 *Termite management, Part 1*

#### Carpenter

- My qualified carpenters will install prefabricated wall frames and roof trusses and ensure that all carpentry will be done in accordance with AS 1684 *Light Timber Framing Code*
- All wood work will be primed pine not custom wood

#### Windows

- I have allowed for Double Glazed windows as requested supplied by Monaro Windows
- Flyscreens to all opening windows & sliding doors

#### Bricklaying

- I have allowed for Face Brickwork (See Allowances)
- My bricklayers produce quality work and I ensure that they comply with *the Guide to Standards and Tolerances* and AS 3700 *Masonry Code*

#### Roof

- I have allowed for Custom Orb Colourbond roof
- All my houses have Colourbond Metal Fascia and Gutter as standard

#### Electrician

- My fully qualified electrician ensures that electrical work undertaken complies with AS/NZS 3000 Electrical installations and the Electrical Safety Act so you can rest assured that your house is safe.
- You will be invited to meet with the Electrician on site at “rough-in” stage to discuss positioning of your electrical equipment. If you require any extra work feel free to discuss your requirements with the electrician at this stage. (See Allowances)
- Ducted Vacuum (See Allowances)

#### Plumbing

- All plumbing fixtures will be installed by our fully qualified plumber in compliance with AS/NZS 3500 Plumbing Code of Australia
- I have allowed for high quality fixtures (See allowances)
- If you wish to change any of the allowed fittings feel free to discuss your requirements with me prior to the start of construction.
- Two of 26L continuous flow hot water system ( Rinnai B26 or Rinnai Infinity or equivalent )
- Insulated hot and cold water plumbing pipes
- 2 hose taps externally, front and rear both fitted to external walls
- Alfresco with gas bayonet and water point
- Tap connections to Refrigerator



## Gas

- My standard allowance is for a Gas Hotplate and 1 Gas Instantaneous Hot water system
- My fully qualified Gas Fitter will install these appliances in compliance with AS/NZS 3500 Plumbing Code of Australia

## Internal Plastering

- I have allowed for Plasterboard walls to heights shown on plan with the minimum 10 mm of thickness.

## Kitchen

- I have allowed a generous allowance for the supply and installation of Kitchen Cupboards with a stone bench top 40 mm.
- You are invited to make an appointment with my kitchen manufacturer to decide on your design and finishes
- If you would like to choose your own manufacturer we can discuss this as long as the installation does not impinge on the building progress.

## Vanities

- I have allowed for high quality custom made vanities (See allowances)

## Ceramic tiles

- You will be invited to choose tiles within your allowance. Please note that I am charged extra for laying by the tiler for rectified edge porcelain tiles and 600mm tiles as well as diagonal laying
- My tiler however is one of the best in the region
- I have allowed for **tiling to the ceiling** in the bathrooms, the ensuite bathroom, laundry and WC.

## Painter

- You are invited to choose the colours for your new house
- My allowance is for 1 colour to the ceilings throughout and 2 wall colours

## Driveways and Paths

- I have allowed for 50 m<sup>2</sup> of plain concrete driveways and paths. This includes the pad for the water tank.

## Heating & Cooling

- Ducted Heating and cooling Revers cycle system with three zones (See allowances)
- Under tiles heating for the wet areas (See allowances)

## Fencing

- I have allowed for 25m 1.8m high paling fence

## Carpet/floorcovering

- I have allowed for tiles for all the house except the bedrooms (carpet) or customer has got to choose within the allowance (See allowances)

#### **Allowances (Prices include GST) for Unit (1):**

- Bricks **\$1000/1000**
- 2 external taps
- Ceramic tiles Up to **\$30.00/m<sup>2</sup>** for the wet areas  
Up to **\$35.00/m<sup>2</sup>** for the main areas
- Doors
  - front door \$2000
  - Garage external door \$200
  - Internal doors \$80
- Door handles
  - Front \$500
  - Other externals \$70
  - Internal \$70
- Kitchen **\$13,000.00**
- Kitchen appliances Bosch Range-hood ,Cooktop, Oven and Dishwasher **\$7000**
- Toilets \$400 each
- Laundry Tub Clark 45 litre in White cabinet or equivalent
- Custom made Vanities **\$2400** for the double vanity and **\$1200** for a single vanity
- Mirrors 900mm high polished edge width of Vanities
- Taps \$450 each
- Bath \$1700
- Electrical **\$10,000** allowance
- Garage Door B&D Panelift or Equivalent with 2 remote opener **\$5000**
- Painting 1 Colour on ceiling throughout, 2 Colours
- Driveways 80m<sup>2</sup> Plain broom finish the garage driveway on walls Paths
- Under tiles heating **Warm-tech \$2,000.00** Allowance
- Water Tank 2000 litres Slim line poly tank with mains By-pass
- Wardrobes Allowance \$6000.00 includes Panels & Linen cupboard
- Boundary fence 25m 1.8m high paling
- Floor coverings Carpet Allowance \$200 LM supply and install for all bedrooms
- Ducted Vacuum Allowance \$1500

**Allowances (Prices include GST) for Unit (2):**

- Bricks **\$1000/1000**
- 2 external taps
- Ceramic tiles Up to **\$30.00/m2** for the wet areas  
Up to **\$35.00/m2** for the main areas
- Doors
  - front door \$2000
  - Garage external door \$200
  - Internal doors \$80
- Door handles
  - Front \$500
  - Other externals \$70
  - Internal \$70
- Kitchen **\$13,000.00**
- Kitchen appliances Bosch Range-hood ,Cooktop, Oven and Dishwasher **\$7000**
- Toilets \$400 each
- Laundry Tub Clark 45 litre in White cabinet or equivalent
- Custom made Vanities **\$2400** for the double vanity and **\$1200** for a single vanity
- Mirrors 900mm high polished edge width of Vanities
- Taps \$450 each
- Bath \$1700
- Electrical **\$10,000** allowance
- Garage Door B&D Panelift or Equivalent with 2 remote opener **\$5000**
- Painting 1 Colour on ceiling throughout, 2 Colours
- Driveways 80m2 Plain broom finish the garage driveway on walls Paths
- Under tiles heating **Warm-tech \$2,000.00** Allowance
- Water Tank 2000 litres Slim line poly tank with mains By-pass
- Wardrobes Allowance \$6000.00 includes Panels & Linen cupboard
- Boundary fence 25m 1.8m high paling
- Floor coverings Carpet Allowance \$200 LM supply and install for all bedrooms
- Ducted Vacuum Allowance \$1500





# 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 39 Section 63  
Street Address Deakin  
Property Owner Dream Traders Pty Ltd  
Owner's Address

## Energy Rating Assessor

Name Sulaiman Akbari [COLA Lic No. 2011217] Company  
Address 3 Lamilami Place, Bonner, ACT, 2914  
Telephone 0468920700 Email arcessentials@hotmail.com

House Energy Rating software BERS PRO Version 4.3

Star Rating	Floor Area (m <sup>2</sup> )		Loads (area adjusted MJ/m <sup>2</sup> /annum)		
6.7	Conditioned	Unconditioned	Heat	Cool	Total
	152.4	52.0	114.4	20.3	134.7

## 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	R 1.3 Anticon	Medium			
Ceilings					
Construction Type	Insulation R Value	Insulation description			
Plasterboard	R 5.0	Between Garage/Level Above			
Plasterboard	R 2.0				
Floors					
Construction Type	Insulation R Value	Insulation description			
Waffle Slab	225mm Waffle Pods	Upper Level			
Suspended Timber Floor					
Internal Walls					
Construction Type	Insulation R Value	Insulation description			
Cavity wall	R 2.5	Internal Garage Walls			
External Walls					
Construction Type	Insulation R Value	Colour - solar absorptance			
Brick Veneer	R 2.5 + Sarking	Medium			
Cladding as selected	R 2.5 + Sarking				
Party Wall [Between Units]	Fire/Sound Rated				
Windows					
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value <sup>+</sup>	SHGC <sup>+</sup>	Area (m <sup>2</sup> )	*Total U-value and SHGC assessed for the combined effect of glass and frames as measured by the relevant Australian Fenestration Rating Council (AFRC) protocol.
Double Glazed Clear	Imp. Aluminium	4.28	0.58	37.5	

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)	10
Terrain category	Climate 24
Ventilated skylights	
Seals to windows and doors	Yes
Exhaust fans without dampers	
Vented downlights	Sealed Lighting

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

## HOUSE ENERGY RATING

134.7 MJ/m<sup>2</sup> / ANNUM 6.7 STARS

10-06-2020

SULAIMAN AKBARI

SULAKBARI

ASSESSOR