

THE LAW SOCIETY OF THE AUSTRALIAN CAPITAL TERRITORY

Contract for Sale

SCHEDULE

LAND	The unexpired term of the Lease	Unit 1-226	UP No.	Block 37	Section 52	Division/District Belconnen
and known as 1/161 Emu Bank						
SELLER	Full name ACN/ABN Address	AZALEA PROPERTY HOLDINGS PTY LTD 603 083 361 PO Box 4864, KINGSTON ACT 2604				
SELLER SOLICITOR	Firm Ref Phone Fax / email DX/Address	Clayton Utz Sharon Sullivan 6279 4066 6279 4099 / conveyancing@claytonutz.com GPO Box 9806, CANBERRA ACT 2601				
STAKEHOLDER	Name	Colliers International				
SELLER AGENT	Firm Ref Phone Fax DX/Address	Colliers International 6257 2121 GPO Box 449, CANBERRA ACT 2601				
RESTRICTION ON TRANSFER	Mark one	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> s. 251 <input type="checkbox"/> s. 265 <input type="checkbox"/> s. 298				
LAND RENT	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
OCCUPANCY	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
BREACH OF COVENANT OR UNIT ARTICLES	Description (Insert other breaches)	As disclosed in the Required Documents and				
GOODS	Description	As per attached inclusions list				
DATE FOR REGISTRATION OF UNITS PLAN		31 October 2020				
DATE FOR COMPLETION		In accordance with Special Condition 59.				
FOREIGN RESIDENT WITHHOLDING TAX		Relevant Price more than \$2,000,000.00? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Clearance Certificates attached for all the Sellers? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				

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

BUYER	Full Name ACN/ABN Address	
BUYER SOLICITOR	Firm Ref Phone Fax / email DX/Address	/
PRICE	Price Less Deposit Balance	(GST inclusive unless otherwise specified) \$0.00 (10% of Price) \$0.00
DATE OF THIS CONTRACT		

CO-OWNERSHIP	Mark one (Show shares)	<input type="checkbox"/> Joint tenants <input type="checkbox"/> Tenants in common in the following shares:
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READ THIS BEFORE SIGNING

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

Seller signature AZALEA PROPERTY HOLDINGS PTY LTD by its attorney Alfonso del Rio pursuant to Power of Attorney ACT Registration No.	Buyer signature
Seller Witness signature	Buyer Witness signature

REQUIRED DOCUMENTS (RESIDENTIAL PROPERTIES ONLY)

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 s. 9(2)(a)(ii) or s. 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 if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan

- ☐ proposed plan
- ☐ inclusions list

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

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

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

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

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

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

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

- ☐ proposed Community Title Master Plan or sketch plan
- ☐ proposed Community Title Management Statement

GST

- ☐ Not applicable
- ☐ Input taxed supply of residential premises
- ☒ Taxable supply (including new residential premises)
- ☐ GST-free supply of going concern
- ☒ Buyer and Seller agree to apply margin scheme

TENANCY

- ☐ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

TENANCY SUMMARY

ANNEXURES

- ☐ Annexure A - Subject to Finance
- ☐ Annexure B - Deposit by Instalments

INVOICES

- ☐ Building and Compliance Inspection Report
- ☐ Pest Inspection Report

ASBESTOS

- ☒ Asbestos Advice
- ☐ Current Asbestos Assessment Report

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	Vantage Strata Pty Ltd	Phone	6100 9945
Address	PO Box 4259 Kingston ACT 2604		

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52. Arrangements

52.1 Arrangement for development

As soon as practicable after the date of this Contract the Seller will progress the Arrangements so as to proceed with development of the Land.

52.2 Matters preventing completion

If the Seller is prevented from commencing, promptly proceeding with or completing the Arrangements or the Building Works by any action, matter or thing outside the control of the Seller and that delay continues for a continuous 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 (but excluding the taking of legal action) to attempt to remove the cause of delay.

52.3 Encroachments

- (a) The Seller discloses that, as part of its development approval in relation to the Land, it is required to encroach onto unleased land owned by the Australian Capital Territory (Territory).
- (b) The Seller also discloses that prior to Completion it will enter into an encroachment licence with the Territory which will be transferred to, or a new licence entered into with, the Owners Corporation following registration of the Units Plan.

52.4 Registered Dealings

The Seller discloses that dealings 1349357 and 1685487, although registered against the Land, relate to previous titles and do not therefore have a direct impact on the Land. The Seller may prior to Completion seek to remove these dealings from the title to the Land.

52.5 Commercial Space

- (a) The Buyer acknowledges that the Seller may change the configuration and number of units shown as commercial space on the ground floor from that shown on the Plans.
- (b) The Seller may grant a special privilege at the inaugural general meeting of the Owners Corporation in favour of the owner(s) of the commercial space with respect to erection of signage, outdoor seating and may also grant approval with respect to internal alterations to allow fit out of the commercial space.
- (c) The Seller discloses that the collection of commercial waste from the ground floor units will be undertaken by the Owners Corporation at its expense.

53. Building Work

53.1 Seller to engage builder

Promptly after the date of this Contract and subject to completing all other necessary Arrangements in accordance with special condition 52, the Seller agrees to engage suitably qualified persons to undertake:

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

53.2 Plans

The Building Works are to be undertaken in accordance with the Plans and the Schedule of Inclusions and in a proper and workmanlike manner.

53.3 Variations

The Seller is permitted to make variations to:

- (a) the Plans (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;and
 - (iii) do not reduce the size of the Unit by more than 5%; or
 - (iv) do not result in any room or unit subsidiary as shown on the Plans being deleted from the completed Unit;
- (b) the layout of the Unit (including any kitchen, bathroom and laundry) to accommodate services, riser ducts and other structures arising out of final detailed design;
- (c) the Inclusions specified in the Schedule of Inclusions provided that in the Building, the Common Property and in the Unit inclusions of similar or better quality are provided;
- (d) the Building, provided that the variation does not alter the location of the Unit.

53.4 Measurement of Area

The Seller discloses and the Buyer acknowledges that:

- (a) the areas of the Unit referred to in the Plans attached to this Contract have been calculated on a gross floor area basis and are measured from the centreline of any party wall and the external face of any external wall; and
- (b) the areas to be shown on the registered Units Plan will generally be measured from the centreline of all walls; and
- (c) as a consequence of the different methods of calculation that the areas shown on the Plans attached to this Contract will generally refer to a larger area than the area that will be shown on the registered Units Plan.

54. Units Plan

54.1 Preparation of Units Plan

The Seller agrees to prepare, and promptly on completion of the Building Works, lodge for approval and registration, a Units Plan dividing the Building into units, together with the Common Property.

54.2 Unit entitlement

The draft budget and levies attached to this Contract have been based on an estimate of the unit entitlements and the actual unit entitlement of the Unit and all other units in the Building will be in accordance with the allocation approved by the relevant authority.

54.3 Units Plan Registration Date

Despite the date set out in the Schedule for registration of the Units Plan 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 or delays occur beyond the Seller's reasonable control preventing registration of the Units Plan by the Units Plan Registration Date, including but not limited to:

- (a) civil commotion, strike or lockout of workmen;
- (b) weather sufficiently inclement to prevent the Seller proceeding with the Building Works;
- (c) accident to the Building Works for which the Seller is not responsible;
- (d) in consequence of proceedings being taken or threatened by, or disputes with adjoining or neighbouring owners;
- (e) in obtaining building approvals or finalising Arrangements; or
- (f) any other reasonable cause beyond the control of the Seller.

54.4 Extension of Units Plan Registration Date

- (a) If the Buyer has provided a Bond as the Deposit and the Units Plan Registration Date is extended in accordance with special condition 54.3 then, as an essential term of this Contract, the Buyer must 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 54.3.
- (b) If the Buyer fails to comply with special condition 54.4(a) or special condition 56.7 then the Buyer is in default and the Seller may sue the Buyer for the balance unpaid 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.

55. Payment of Deposit by instalments

55.1 Clauses deleted

Clauses 2.1, 2.2, 2.3 and 2.4 of the Contract are deleted.

55.2 Instalments

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

- (a) if the Deposit is to be paid by way of cheque:
 - (i) 5% of the Price on the date of this Contract ("**First Instalment**"); and
 - (ii) the balance of the Deposit (if it has not already been paid) by bank cheque on the Date for Completion ("**Second Instalment**");

OR

- (b) if the Deposit is to be paid by way of Bond, by delivering a Bond equal to 10% of the Price to the Seller on the date of this Contract,

and in every respect time is of the essence for payment of the First Instalment of this special condition 55.2.

55.3 Completion

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.

55.4 Failure to pay

If the Deposit or the First instalment of the Deposit is:

- (a) not paid on time and in accordance with special condition 55.2; or
- (b) paid by cheque and the cheque is not honoured on first presentation;

the Buyer is in default and the Seller may sue the Buyer for the balance unpaid 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. If the Seller does not terminate this Contract, then this Contract remains on foot until either the Seller terminates the Contract, or waives the benefit of this special condition 55.4 pursuant to special condition 55.6.

55.5 Benefit of clause

Special condition 55.4 is for the benefit of the Seller and the obligations imposed on the Buyer by special condition 55.4 are essential.

55.6 Waiver

The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of this special condition 55.4 is waived.

56. Bond

56.1 Payment by Bond

Payment of the Deposit (in an amount equal to 10% of the Price) may be effected by the Buyer delivering a Bond to the Seller's Solicitor at the time or times required by special condition 55.2 of the Contract. For the purposes of this Contract, to the extent of the amount secured by the Bond, delivery of the Bond will be deemed to be payment of the Deposit in accordance with special condition 55.2 of the Contract.

56.2 Seller to be beneficiary

The Bond must show the Seller as the beneficiary of the Bond.

56.3 Buyer to pay on Completion

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

56.4 Immediate payment of Deposit

If:

- (a) the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit; or
- (b) the term of the Bond expires before the date which is 14 days after the Units Plan Registration Date, or it is not renewed in accordance with special condition 54.4 or special condition 56.7; or

- (c) in the Seller's opinion, the provider of the Bond is unable to pay the amount referred to in the Bond,

then to the extent that the amount has not already been paid under the Bond, the Buyer must immediately pay the Deposit, (or so much of it as has not been paid), to the Stakeholder.

56.5 Satisfaction of Deposit

The Seller acknowledges that payment under the Bond will, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay the Deposit under special condition 55.2.

56.6 External administration

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

- (a) providing a replacement Bond by another bond provider reasonably acceptable to the Seller; or
- (b) payment of the Deposit in accordance with special condition 55.2 of the Contract,

and this special condition 56.6 is for the benefit of the Seller and the performance of the obligations by the Buyer pursuant to this special condition 56.6 is an essential condition of this Contract.

56.7 Extension of Bond

The Seller may by notice in writing, at any time, but subject to an obligation to act reasonably, require the Buyer to provide a new Bond with a different expiry date. The Buyer must comply with any such request within 14 days of being requested to do so.

57. Adjustments

57.1 Clauses deleted

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

57.2 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 Units Plan Registration Date after which the Buyer will be liable for the Land Charges. The parties must pay any adjustment of the Income and Land Charges calculated pursuant to this special condition 57 on Completion.

57.3 Adjustments of Land Charges

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

57.4 Land Tax

Despite clause 8 of the Contract, if the Land is liable to land tax ("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.

57.5 Buyer not to delay

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

58. GST

58.1 Clauses deleted

Clause 24.5 of the Contract is deleted.

58.2 GST Treatment

- (a) The Seller is solely liable for any GST payable in relation to this Contract and the Seller confirms that the Buyer has no obligation to pay any GST in addition to the Price. The Buyer acknowledges and agrees that the Price reflects the market value of the Unit and does not include a separately identifiable component for GST.
- (b) The Buyer and Seller agree to apply the margin scheme i.e. that GST is calculated under Division 75 of the *A New Tax System (Goods & Services Tax) Act 1999*.
Completion

59. Completion

59.1 Date for Completion

Completion of this Contract shall occur within 14 days of the receipt of written notification from the Seller to the Buyer of the registration of the Units Plan.

59.2 Place and time

Completion shall take place at the ACT Law Society Settlements Room in Canberra at a time during normal business hours nominated by the Seller.

59.3 Buyer may inspect and list defects

- (a) The Buyer may on one occasion, within five (5) days of notification that the Unit is ready for inspection, inspect the Unit and provide the Seller with a list of defects in relation to the Unit and in this respect time is of the essence.
- (b) The notification referred to in special condition 59.3(a) will be done by the Seller's Agent prior to notification under special condition 59, but if the Seller's Agent fails to do this, will be taken as being done when the Seller provides notification under special condition 59.

59.4 Rectification of defects

- (a) The Seller will use its best endeavours to rectify any reasonable defect notified to the Seller in accordance with special condition 59.3(a) prior to the Date for Completion calculated in accordance with special condition 59.
- (b) If the Seller has not completed any rectification work notified in accordance with special condition 59.3(a) prior to the Date for Completion, the Buyer may not delay Completion and any unrectified defects will be completed in accordance with special condition 61.
- (c) The submission of a defects list in accordance with special condition 59.3(a) or the failure to submit a list of defects in accordance with special condition 59.3(a) in no way derogates from the Buyer's rights under special condition 61.

60. Interest on Overdue Money

If the Buyer defaults in the Completion of this Contract in accordance with special condition 58.2(a), the Buyer must pay interest on the entire Price at a rate of 10% per annum calculated on daily balances from the day after the Date for Completion to the date on which Completion actually takes place.

61. Defects

61.1 Make good defects

- (a) The Seller will cause all defects or faults (if any) in the Unit due to defective or improper materials or bad workmanship, as are notified in writing to it by the Buyer within the Defects Liability Period, to be made good in a proper and workmanlike manner, at no cost to the Buyer.
- (b) The Seller is not required to rectify:
 - (i) natural shrinkage in the Unit or defects caused by natural shrinkage in the Unit; or
 - (ii) minor defects or irregularities in natural materials used in the construction of 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.

61.2 Timing of repairs

The Seller will cause to be made good defects notified during the Defects Liability Period:

- (a) if to or concerning:
 - (i) electricity or gas supplies or distribution;
 - (ii) sewerage or drainage; or
 - (iii) 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;
- (b) in the case of any other defects or faults within 90 days from the date of receiving the notice,

PROVIDED that the Seller will not be liable to make good or repair any items within the Unit which are covered by a manufacturer's warranty the benefit of which has effectively been assigned to the Buyer.

- (c) Other than for matters directly covered by special condition 61.2(a) the Buyer may submit only one list of defects during the Defects Liability Period.
- (d) The Buyer must make the Unit available, at the time or times notified by the Seller, to the Seller or the Seller's subcontractors to permit the defect rectification work to be completed in a prompt and timely manner.

62. Depreciation of the Unit and Inclusions

62.1 Seller to provide information

- (a) Within 6 months of the end of the taxation year in which Completion occurred, the Buyer may request the Seller to provide information in respect of the cost of capital works to the property, in accordance with Section 262A(4AJA) of the Income Tax Assessment Act.
- (b) The Buyer must pay the cost of the Seller's quantity surveyor providing this information prior to the information being provided.
- (c) The rights and obligations contained in this special condition 62 do not merge on Completion.

63. Car parking and storage

63.1 Car parking space

- (a) The Unit sold will include a car parking space or spaces in the amount and location shown in the attached Plans, either as a unit subsidiary or unit subsidiaries in the Building or on-grade.
- (b) The location of the car parking space or spaces shown in the attached Plans may be changed by the Seller (but if located side-by-side so that they remain side-by-side), and are subject to approval by the relevant authority.

63.2 Tandem Spaces

The Buyer acknowledges that some Units have tandem car parking spaces as identified on the attached Plans.

63.3 Storage area

- (a) The Unit sold will include a storage area either attached to the car parking space or as a separate unit subsidiary.
- (b) The location of any storage area shown on the attached Plans is indicative only and may be changed by the Seller.

64. Colour Selection

If the Buyer fails to provide the colour selection sheet on the date of this Contract, then the Seller may make a selection on behalf of the Buyer.

65. Air conditioning

- (a) Following Completion, the Buyer will be responsible for the repair and maintenance of the air conditioning system that services the Unit.
- (b) The Seller discloses that each Unit will be served by its own condenser unit which will be located on Common Property and numbered for ease of identification.

66. Unit Number, Address and Door Number

The Seller discloses that the unit number, address or door number (where applicable) allocated to the Unit in this Contract and the Plans may differ from the unit number, address or door number

allocated to the Unit in the Units Plan. If this is the case the Seller will advise the Buyer of the new unit number, address or door number allocated to the Unit in the Units Plan.

67. Display

The Seller reserves the right to utilise the Unit for display and marketing purposes prior to Completion.

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. Personal Property Securities Act 2009 (PPSA)

- (a) The Seller discloses and the Buyer acknowledges that on Completion the Seller may be subject to charge(s) or notifications under the PPSA. The Buyer cannot require the Seller to take any action in relation to such charge or notification.
- (b) The Seller warrants that notwithstanding special condition 69, any charge or notification in relation to the Seller will not have an adverse effect upon the Unit and the Inclusions.
- (c) This special condition 69 will not merge on Completion.

70. Assistance

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

71. Representations

71.1 Entire agreement

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

71.2 No reliance

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

72. Director's Guarantee

- (a) Where the Buyer is a corporation, all directors of that corporation shall guarantee that corporation's performance of its obligations under this Contract.
- (b) The guarantee is to be in the form attached as Annexure "A".

73. Additional Disclosure Documents

73.1 Disclosure

In addition to the Required Documents, the Seller discloses to the Buyer the following:

- (a) that the Owners Corporation will enter into contracts for services contemplated in the budget annexed to this Contract, including contracts for body corporate management and maintenance;
- (b) that the contracts referred to in paragraph (a) will be for a period not longer than 2 years;
- (c) the amount of the Buyer's contribution to the Owners Corporation administrative fund (Estimated Contributions) is based on the estimate detailed in the budget annexed to this Contract;
- (d) that the contracts referred to in paragraph (a) are not available because the Building has not been completed at the date of this Contract;
- (e) except as disclosed in this special condition 73.1, that the Seller does not intend the Owners Corporation to enter into any contract where there is a personal business relationship between the Seller and another party to the contract;
- (f) the default rules of the Owners Corporation; and
- (g) the Seller reserves the right to approve during the Developer Control Period the keeping of not more than 2 small/medium quiet dogs or 2 cats per Unit.

73.2 Reasonable grounds

The draft levies have been based on a draft budget prepared by a professional strata manager. The draft levies have then been calculated based on an assumption that the sale prices of the units will be equivalent to the unit entitlements. The Seller believes that the draft budget and levies attached to this Contract are based on reasonable grounds as required by the *Civil Law (Property) Act 2006 (ACT)*.

74. Amendment to printed terms

74.1 Amendment to printed terms

The printed terms of the Contract are amended as follows:

- (a) delete clauses 9.2 and 9.3;
- (b) delete clause 10.1;
- (c) delete clause 14;
- (d) delete clause 15.5;
- (e) delete clause 17.1.1(a);
- (f) in clause 18, insert a new clause 18.12 to read as follows:
 - "18.12 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."

- (g) clause 20.2 is amended by adding "due to a default of the Seller," after "terminates";
- (h) clause 22.1.1 is deleted;
- (i) clause 22.1.2 is deleted; and
- (j) clause 37.5 is deleted.

75. Special Conditions Override Printed Terms

To the extent of any inconsistency between these Special Conditions (being special condition 52 to special condition 77 inclusive) and the Printed Terms of the Contract, these Special Conditions override the Printed Terms of the Contract.

76. Definitions

76.1 Definitions

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

"Arrangements" includes all development approvals (including amendments to such approvals), consents, finance, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licence approvals, permits, authorities, insurances and exemptions necessary for undertaking and completing the Building Works.

"Bond" means either:

- (a) a deposit bond issued to the Seller at the request of the Buyer in form and substance satisfactory to the Seller; or
- (b) a bank guarantee issued by a bank operating in Australia in form and substance satisfactory to the Seller.

"Building" means the building to be constructed on the Land in which the Unit is to be situated.

"Building Works" means the construction of the Building on the Land, in accordance with the Plans (but subject to amendments as contemplated by this Contract), together with all Inclusions.

"Common Property" means that part of the Land and the improvements erected on it which on registration of the Units Plan will comprise the common property as defined in section 13 of the *Unit Titles Act 2001* (ACT).

"Contract" means this contract for sale including the Printed Terms and these Special Conditions and any annexure or schedules to it.

"Defects Liability Period" means the period of 90 days from but excluding the date of Completion, or from the date the Buyer takes occupation, whichever is earlier.

"Developer Control Period" has the meaning given in the *Unit Titles (Management) Act 2011* (ACT).

"Director" means a director (if any) of the Buyer.

"Inclusions" means the inclusions listed in the Schedule of Inclusions.

"Land" means Block 37 Section 52 Belconnen in the Australian Capital Territory.

"Owners Corporation" means the body corporate to be constituted pursuant to the *Unit Titles Act* 2001 (ACT) following registration of the Units Plan.

"Plans" means the plans and specifications attached to this Contract.

"Printed Terms" means the printed terms of the standard ACT Law Society Contract 2016 Edition.

"Schedule of Inclusions" means the schedule of inclusions attached to this Contract.

"Unit" means the Unit the subject of this Contract and includes the unit subsidiaries.

"Units Plan" means all of the documents forming part of the units plan registered in respect of the Land in accordance with the *Unit Titles Act* 2001 (ACT).

"Units Plan Registration Date" means the Date for Registration of the Units Plan referred to in the Schedule.

76.2 Notices by email

In addition to any means permitted under this Contract for the service of notices a party may serve a notice by email to an address of the person to be served as stated in the Schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or the email address is unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day.

76.3 Same meanings

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.

77. No objection

Subject to the Seller complying with its obligations under special condition 61, the Buyer shall not make any requisition, claim for compensation, delay Completion or rescind or terminate this Contract with respect to any matter disclosed in special conditions 51 to 76.

Annexure A - Director's Guarantee (special condition 72)

I/We, (name of Director/s)

of (address).....agree as follows:

1. I/We am/are a 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 money 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 or liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer or the Buyer's Directors;
 - (b) any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us or to the Buyer's Directors; and
 - (c) Completion of this Contract.
4. In the event of any breach by the Buyer covered by this guarantee, including in the payment of any money payable to the Seller or to third parties under this Contract or otherwise, the Seller may proceed to recover the amount claimed as a debt or as damages from me/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 Buyer.
5. I /we agree to keep the Seller indemnified against any liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this day of 20 .

Signed sealed and delivered in the presence of:

Signature

Signature of Witness

Signature

Name of Witness in full

Signed sealed and delivered in the presence of:

Signature

Signature of Witness

Signature

Name of Witness in full

NOTE: All directors of the Buyer are to sign this guarantee. If the Buyer is a sole director company please write "Sole Director" after that director's signature.

VANTAGE STRATA

BUILDING A TRUST

Proposed Budget & Contribution Schedule For: BLOCK 37 SECTION 52 BELCONNEN ACT

Prepared by Vantage Strata Pty Ltd:
Corner of Giles St & Jardine St
KINGSTON ACT 2604

ADMINISTRATION FUND

CATEGORY

Amount

Year 1

Year 2

EXPENSES

BANK FEES & CHARGES	\$ 300.00	\$ 310.50
BAS PREP/LODGMET	\$ 400.00	\$ 414.00
BUILDING MANAGER	\$ 65,000.00	\$ 67,275.00
BUILDING LINK SOFTWARE	\$ 5,700.00	\$ 5,899.50
CLEANING - BASEMENT	\$ 7,000.00	\$ 7,245.00
CLEANING - GENERAL	\$ 120,000.00	\$ 124,200.00
CLEANING - WINDOWS	\$ 15,000.00	\$ 15,525.00
ELECTRICITY - COMMON AREAS	\$ 50,000.00	\$ 51,750.00
FEES & PERMITS	\$ 500.00	\$ 250.00
FIRE MONITORING	\$ -	\$ 2,000.00
FIRE PROTECTION	\$ 1,000.00	\$ 12,000.00
INSURANCE - BUILDING & PL	\$ 44,000.00	\$ 46,200.00
MAINTENANCE - ELECTRICAL	\$ 2,500.00	\$ 2,587.50
MAINTENANCE - GENERAL BUILDING	\$ 2,500.00	\$ 2,625.00
MAINTENANCE - GROUNDS & MOWING	\$ 15,000.00	\$ 15,750.00
MAINTENANCE - LIFT	\$ 2,000.00	\$ 18,000.00
MAINTENANCE - PLUMBING	\$ 2,500.00	\$ 2,625.00
MAINTENANCE - POOL	\$ 7,000.00	\$ 7,350.00
MAINTENANCE - PUMPS/PLANT	\$ 1,000.00	\$ 5,000.00
MANAGEMENT FEES	\$ 82,950.00	\$ 87,097.50
MISCELLANEOUS (Sundries)	\$ 500.00	\$ 250.00
SECURITY - KEYS & SWIPES	\$ 500.00	\$ 500.00
SINKING FUND FORECAST REPORT	\$ 3,000.00	\$ -
TAX LODGMET	\$ 200.00	\$ 207.00
TELEPHONE LINES - LIFTS, FIP, HOT WATER	\$ 2,520.00	\$ 2,646.00
WASTE MANAGEMENT & COLLECTION - COMMERCIAL	\$ 10,000.00	\$ 10,500.00
WASTE MANAGEMENT & BIN / ENCLOSURE CLEANING	\$ 20,000.00	\$ 21,000.00
WATER CONSUMPTION	\$ 47,000.00	\$ 49,350.00
CONTINGENCY / SINKING FUND CONTRIBUTION	\$ 25,000	\$ 25,000
GST 10%	\$ 53,307	\$ 58,356
Totals	\$ 586,377	\$ 641,913

Unit	UES	Door No.	Budget Year 1	Budget Year 2
1	45	301	\$2,638.70	\$2,888.61
2	40	302	\$2,345.51	\$2,567.65
3	45	401	\$2,638.70	\$2,888.61
4	40	402	\$2,345.51	\$2,567.65
5	45	501	\$2,638.70	\$2,888.61
6	41	502	\$2,404.15	\$2,631.84
7	31	503	\$1,817.77	\$1,989.93
8	37	504	\$2,169.59	\$2,375.08
9	37	505	\$2,169.59	\$2,375.08
10	31	506	\$1,817.77	\$1,989.93
11	57	507	\$3,342.35	\$3,658.90
12	57	508	\$3,342.35	\$3,658.90
13	30	509	\$1,759.13	\$1,925.74
14	31	510	\$1,817.77	\$1,989.93
15	25	511	\$1,465.94	\$1,604.78
16	25	512	\$1,465.94	\$1,604.78
17	25	513	\$1,465.94	\$1,604.78
18	41	514	\$2,404.15	\$2,631.84
19	43	515	\$2,521.42	\$2,760.22
20	46	601	\$2,697.33	\$2,952.80
21	41	602	\$2,404.15	\$2,631.84
22	31	603	\$1,817.77	\$1,989.93
23	37	604	\$2,169.59	\$2,375.08
24	38	605	\$2,228.23	\$2,439.27
25	42	606	\$2,462.78	\$2,696.03
26	43	607	\$2,521.42	\$2,760.22
27	45	608	\$2,638.70	\$2,888.61
28	42	609	\$2,462.78	\$2,696.03
29	31	610	\$1,817.77	\$1,989.93
30	25	611	\$1,465.94	\$1,604.78
31	25	612	\$1,465.94	\$1,604.78
32	25	613	\$1,465.94	\$1,604.78
33	42	614	\$2,462.78	\$2,696.03
34	43	615	\$2,521.42	\$2,760.22
35	46	701	\$2,697.33	\$2,952.80
36	42	702	\$2,462.78	\$2,696.03
37	32	703	\$1,876.41	\$2,054.12
38	38	704	\$2,228.23	\$2,439.27
39	38	705	\$2,228.23	\$2,439.27
40	42	706	\$2,462.78	\$2,696.03
41	43	707	\$2,521.42	\$2,760.22
42	45	708	\$2,638.70	\$2,888.61
43	42	709	\$2,462.78	\$2,696.03
44	31	710	\$1,817.77	\$1,989.93
45	26	711	\$1,524.58	\$1,668.97
46	26	712	\$1,524.58	\$1,668.97

47	26	713	\$1,524.58	\$1,668.97
48	42	714	\$2,462.78	\$2,696.03
49	46	715	\$2,697.33	\$2,952.80
50	47	801	\$2,755.97	\$3,016.99
51	42	802	\$2,462.78	\$2,696.03
52	32	803	\$1,876.41	\$2,054.12
53	38	804	\$2,228.23	\$2,439.27
54	39	805	\$2,286.87	\$2,503.46
55	42	806	\$2,462.78	\$2,696.03
56	44	807	\$2,580.06	\$2,824.42
57	45	808	\$2,638.70	\$2,888.61
58	42	809	\$2,462.78	\$2,696.03
59	32	810	\$1,876.41	\$2,054.12
60	26	811	\$1,524.58	\$1,668.97
61	26	812	\$1,524.58	\$1,668.97
62	26	813	\$1,524.58	\$1,668.97
63	42	814	\$2,462.78	\$2,696.03
64	46	815	\$2,697.33	\$2,952.80
65	47	901	\$2,755.97	\$3,016.99
66	42	902	\$2,462.78	\$2,696.03
67	33	903	\$1,935.04	\$2,118.31
68	39	904	\$2,286.87	\$2,503.46
69	39	905	\$2,286.87	\$2,503.46
70	43	906	\$2,521.42	\$2,760.22
71	44	907	\$2,580.06	\$2,824.42
72	46	908	\$2,697.33	\$2,952.80
73	43	909	\$2,521.42	\$2,760.22
74	32	910	\$1,876.41	\$2,054.12
75	26	911	\$1,524.58	\$1,668.97
76	26	912	\$1,524.58	\$1,668.97
77	26	913	\$1,524.58	\$1,668.97
78	43	914	\$2,521.42	\$2,760.22
79	47	915	\$2,755.97	\$3,016.99
80	47	1001	\$2,755.97	\$3,016.99
81	43	1002	\$2,521.42	\$2,760.22
82	33	1003	\$1,935.04	\$2,118.31
83	39	1004	\$2,286.87	\$2,503.46
84	39	1005	\$2,286.87	\$2,503.46
85	43	1006	\$2,521.42	\$2,760.22
86	45	1007	\$2,638.70	\$2,888.61
87	46	1008	\$2,697.33	\$2,952.80
88	43	1009	\$2,521.42	\$2,760.22
89	33	1010	\$1,935.04	\$2,118.31
90	27	1011	\$1,583.22	\$1,733.16
91	27	1012	\$1,583.22	\$1,733.16
92	27	1013	\$1,583.22	\$1,733.16
93	43	1014	\$2,521.42	\$2,760.22
94	47	1015	\$2,755.97	\$3,016.99
95	48	1101	\$2,814.61	\$3,081.18

96	43	1102	\$2,521.42	\$2,760.22
97	33	1103	\$1,935.04	\$2,118.31
98	39	1104	\$2,286.87	\$2,503.46
99	40	1105	\$2,345.51	\$2,567.65
100	43	1106	\$2,521.42	\$2,760.22
101	45	1107	\$2,638.70	\$2,888.61
102	47	1108	\$2,755.97	\$3,016.99
103	43	1109	\$2,521.42	\$2,760.22
104	33	1110	\$1,935.04	\$2,118.31
105	27	1111	\$1,583.22	\$1,733.16
106	27	1112	\$1,583.22	\$1,733.16
107	27	1113	\$1,583.22	\$1,733.16
108	43	1114	\$2,521.42	\$2,760.22
109	47	1115	\$2,755.97	\$3,016.99
110	48	1201	\$2,814.61	\$3,081.18
111	45	1202	\$2,638.70	\$2,888.61
112	34	1203	\$1,993.68	\$2,182.50
113	40	1204	\$2,345.51	\$2,567.65
114	40	1205	\$2,345.51	\$2,567.65
115	44	1206	\$2,580.06	\$2,824.42
116	47	1207	\$2,755.97	\$3,016.99
117	47	1208	\$2,755.97	\$3,016.99
118	44	1209	\$2,580.06	\$2,824.42
119	33	1210	\$1,935.04	\$2,118.31
120	28	1211	\$1,641.86	\$1,797.36
121	28	1212	\$1,641.86	\$1,797.36
122	28	1213	\$1,641.86	\$1,797.36
123	44	1214	\$2,580.06	\$2,824.42
124	48	1215	\$2,814.61	\$3,081.18
125	48	1301	\$2,814.61	\$3,081.18
126	45	1302	\$2,638.70	\$2,888.61
127	34	1303	\$1,993.68	\$2,182.50
128	40	1304	\$2,345.51	\$2,567.65
129	40	1305	\$2,345.51	\$2,567.65
130	44	1306	\$2,580.06	\$2,824.42
131	47	1307	\$2,755.97	\$3,016.99
132	47	1308	\$2,755.97	\$3,016.99
133	44	1309	\$2,580.06	\$2,824.42
134	34	1310	\$1,993.68	\$2,182.50
135	28	1311	\$1,641.86	\$1,797.36
136	28	1312	\$1,641.86	\$1,797.36
137	28	1313	\$1,641.86	\$1,797.36
138	44	1314	\$2,580.06	\$2,824.42
139	48	1315	\$2,814.61	\$3,081.18
140	49	1401	\$2,873.25	\$3,145.37
141	45	1402	\$2,638.70	\$2,888.61
142	34	1403	\$1,993.68	\$2,182.50
143	40	1404	\$2,345.51	\$2,567.65
144	41	1405	\$2,404.15	\$2,631.84

145	45	1406	\$2,638.70	\$2,888.61
146	48	1407	\$2,814.61	\$3,081.18
147	48	1408	\$2,814.61	\$3,081.18
148	45	1409	\$2,638.70	\$2,888.61
149	34	1410	\$1,993.68	\$2,182.50
150	28	1411	\$1,641.86	\$1,797.36
151	28	1412	\$1,641.86	\$1,797.36
152	28	1413	\$1,641.86	\$1,797.36
153	45	1414	\$2,638.70	\$2,888.61
154	48	1415	\$2,814.61	\$3,081.18
155	49	1501	\$2,873.25	\$3,145.37
156	46	1502	\$2,697.33	\$2,952.80
157	35	1503	\$2,052.32	\$2,246.69
158	41	1504	\$2,404.15	\$2,631.84
159	41	1505	\$2,404.15	\$2,631.84
160	45	1506	\$2,638.70	\$2,888.61
161	48	1507	\$2,814.61	\$3,081.18
162	48	1508	\$2,814.61	\$3,081.18
163	45	1509	\$2,638.70	\$2,888.61
164	34	1510	\$1,993.68	\$2,182.50
165	29	1511	\$1,700.49	\$1,861.55
166	29	1512	\$1,700.49	\$1,861.55
167	29	1513	\$1,700.49	\$1,861.55
168	47	1514	\$2,755.97	\$3,016.99
169	49	1515	\$2,873.25	\$3,145.37
170	50	1601	\$2,931.89	\$3,209.56
171	46	1602	\$2,697.33	\$2,952.80
172	35	1603	\$2,052.32	\$2,246.69
173	41	1604	\$2,404.15	\$2,631.84
174	42	1605	\$2,462.78	\$2,696.03
175	45	1606	\$2,638.70	\$2,888.61
176	48	1607	\$2,814.61	\$3,081.18
177	48	1608	\$2,814.61	\$3,081.18
178	83	1609	\$4,866.93	\$5,327.88
179	91	1610	\$5,336.03	\$5,841.41
180	47	1611	\$2,755.97	\$3,016.99
181	49	1612	\$2,873.25	\$3,145.37
182	50	1701	\$2,931.89	\$3,209.56
183	47	1702	\$2,755.97	\$3,016.99
184	35	1703	\$2,052.32	\$2,246.69
185	42	1704	\$2,462.78	\$2,696.03
186	42	1705	\$2,462.78	\$2,696.03
187	46	1706	\$2,697.33	\$2,952.80
188	49	1707	\$2,873.25	\$3,145.37
189	49	1708	\$2,873.25	\$3,145.37
190	79	1709	\$4,632.38	\$5,071.11
191	98	1710	\$5,746.49	\$6,290.74
192	51	1801	\$2,990.52	\$3,273.75
193	47	1802	\$2,755.97	\$3,016.99

194	36	1803	\$2,110.96	\$2,310.89
195	42	1804	\$2,462.78	\$2,696.03
196	42	1805	\$2,462.78	\$2,696.03
197	46	1806	\$2,697.33	\$2,952.80
198	49	1807	\$2,873.25	\$3,145.37
199	51	1901	\$2,990.52	\$3,273.75
200	47	1902	\$2,755.97	\$3,016.99
201	36	1903	\$2,110.96	\$2,310.89
202	42	1904	\$2,462.78	\$2,696.03
203	43	1905	\$2,521.42	\$2,760.22
204	47	1906	\$2,755.97	\$3,016.99
205	50	1907	\$2,931.89	\$3,209.56
206	51	2001	\$2,990.52	\$3,273.75
207	48	2002	\$2,814.61	\$3,081.18
208	37	2003	\$2,169.59	\$2,375.08
209	43	2004	\$2,521.42	\$2,760.22
210	43	2005	\$2,521.42	\$2,760.22
211	47	2006	\$2,755.97	\$3,016.99
212	50	2007	\$2,931.89	\$3,209.56
213	52	2101	\$3,049.16	\$3,337.95
214	48	2102	\$2,814.61	\$3,081.18
215	37	2103	\$2,169.59	\$2,375.08
216	43	2104	\$2,521.42	\$2,760.22
217	44	2105	\$2,580.06	\$2,824.42
218	48	2106	\$2,814.61	\$3,081.18
219	51	2017	\$2,990.52	\$3,273.75
220	52	2201	\$3,049.16	\$3,337.95
221	87	2202	\$5,101.48	\$5,584.64
222	44	2203	\$2,580.06	\$2,824.42
223	98	2204	\$5,746.49	\$6,290.74
224	57	2301	\$3,342.35	\$3,658.90
225	91	2302	\$5,336.03	\$5,841.41
226	106	2303	\$6,215.60	\$6,804.27
227 - 233 (Commercial)	455	Commercial	\$26,680.15	\$29,207.03
237	10000		\$586,377.00	\$641,912.70

Administration Fund

Y1	Y2	Aggregate Entitlements
\$ 586,377.00	\$ 641,912.70	10000

Note:

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

Schedule 4 Default rules

(see s 106)

Note 1 The owners corporation may amend the default rules under s 108.

Note 2 If a corporation was established before the commencement of the *Unit Titles Act 2001 (UTA)*, pt 16—

- the corporation's articles applying immediately before the commencement of the UTA continue to apply (see s 160 (2)); and
- the default rules under this Act may be adopted (in part or in full) by special resolution at a general meeting (see s 108 (1) and s 160 (2)).

Note 3 If an owners corporation was established under the UTA—

- the owners corporation's articles applying immediately before the commencement of this Act, pt 6 are taken to be rules under this Act (see s 161 (2)); and
- the corporation may amend the rules under this Act (see s 108 (1) and s 161 (2)).

However, an existing article of the owners corporation has no effect if the article is inconsistent with this Act or another territory law or does any of the things mentioned in this Act, s 108 (3) (b) to (d).

1 Definitions—default rules

(1) In these rules:

executive committee representative means a person authorised in writing by the executive committee under rule 10 (4).

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

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

4 Erections and alterations

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

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

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit—nuisance or annoyance

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

8 Noise

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

9 Illegal use of unit

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

10 What may an executive committee representative do?

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

11 Seal of owners corporation

For the attaching of the seal of the owners corporation to a document to be effective—

- (a) the seal must be attached by decision of the executive committee; and

Note Executive committee decisions must be made by majority vote, or by unanimous vote if there are only 2 members of the committee (see sch 2, s 2.10).

- (b) the seal must be attached in the presence of 2 executive members; and

- (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.

Important Asbestos Advice for ACT homes built before 1985

Asbestos is hazardous but it can be managed safely.

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

Step 1. Identify where MCAs may be in your home

When was your house built?

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

Common locations of MCAs in ACT homes*

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

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

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

Step 2. Assess the risk

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

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

Step 3. Manage safely

Make sure you remember to:

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

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



Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

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



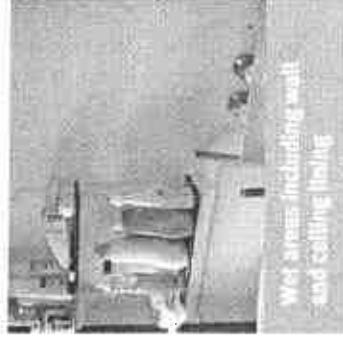
Garages, carports, sheds and dog kennels



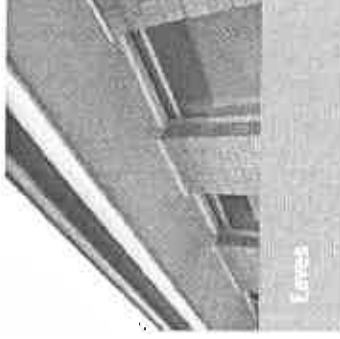
Corrugated asbestos roofing



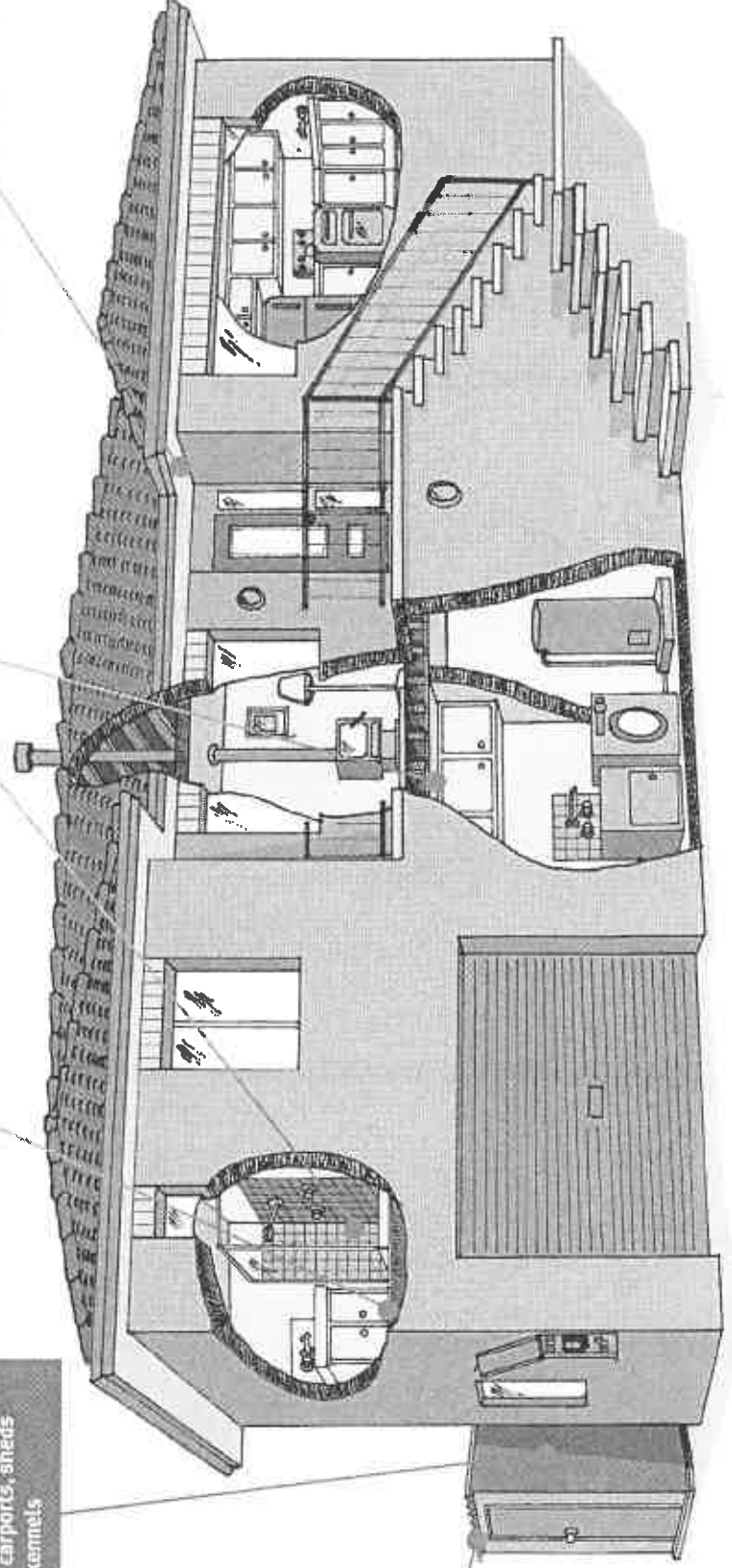
Wet areas including wall and ceiling lining



Wet areas including wall and ceiling lining



Excess



Asbestos Awareness.
Helping everyone breathe easier.

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

Belconnen Section 52 Block 37 on Deposited Plan 11214

Lease commenced on 18/03/2014, granted on 18/03/2014, term terminating on the 01/11/2108

Sole Proprietor:

Azalea Property Holdings Pty Limited

of Unit 72, 71 Giles Street Kingston ACT 2604

Registered Date	Dealing Number	Description
		Original title is Volume 2139 Folio 4 Purpose Clause: Refer Crown Lease Market Value Lease: Applies For Term Of Lease Easement In Crown Lease: Current S.298 Planning and Development Act 2007: Current
19/01/2016	1349357	Easement in Gross continued by S.91A/91B/91C Land Titles Act 1925
19/01/2016	1685487	Easement for easement in gross - Refer Instrument continued by S.91A/91B/91C Land Titles Act 1925
19/01/2016	2009195	Easement for Access - Refer Instrument
02/03/2016	2017719	Mortgage to Westpac Banking Corporation
		End of Interests

ORIGINAL

Entered in Register Book Vol 2139 Folio 4

**This is a market value
lease - s238(2)(a)(ii) Planning
and Development Act 2007**

13 JUN 2014



Brett Phillips
Registrar-General



AUSTRALIAN CAPITAL TERRITORY

PLANNING AND DEVELOPMENT ACT 2007

**Australian Capital Territory (Planning and Land
Management) Act 1988 (C'th) (ss 29, 30 & 31)**

LEASE GRANTED pursuant to the Planning and Development Act 2007 and the Regulations made under that Act on the eighteenth day of March Two thousand and fourteen WHEREBY THE PLANNING AND LAND AUTHORITY

LESSEE ("the Authority") ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth") in exercising its functions grants to WESTFIELD MANAGEMENT LIMITED A.C.N 001 670 579 a company having its registered office at Level 30, 85 Castlereagh Street Sydney in the State of New South Wales 50/100 shares and RE1 LIMITED A.C.N 145 743 862 a company having its registered office at Level 8, 77 Castlereagh Sydney in the State of New South Wales the remaining 50/100 shares as tenants in common ("the Lessee") ALL

LAND THAT piece or parcel of land situate in the Australian Capital Territory containing an area of 2690 square metres or thereabouts and being Block 37 Section 52 Division of Belconnen as delineated on Deposited Plan Number 11214 in the Registrar-General's Office at Canberra in the said Territory ("the land")

RESERVING unto the Territory all minerals and the right to the use, flow and control of ground water under the surface of the land TO HOLD unto the Lessee

TERM for the term commencing on the eighteenth day of March Two thousand and fourteen ("the date of the commencement of the lease") and terminating on the first day of November Two thousand one hundred and eight to be used by the Lessee for the purpose set out in Clause 3(b) of this lease only YIELDING AND PAYING THEREFOR rent in the amount and in the manner and at the times

provided for in this lease and UPON AND SUBJECT TO the covenants conditions and agreements contained in this lease.

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the land;
- (c) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (d) "child care centre" means the use of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (e) "club" means the use of land as a meeting place for persons associated, or for a body incorporated, for a social, sporting, athletic, literary, political or other like purpose, and which is a licensed premise under the Liquor Act 2010;
- (f) "community activity centre" means the use of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (g) "community theatre" means the use of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (h) "community use" means: child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, and/or religious associated use;

- (i) **"Control" means control of a corporation and includes the direct or indirect power to directly or indirectly:**
- (i) **direct the management or policies of the corporation; or**
 - (ii) **control the membership of the board of directors; or**
 - (iii) **if the corporation is the trustee of a unit trust, in addition to (a) and (b), control the casting of more than 50% of the maximum number of votes that might be cast at a meeting of unitholders**

whether or not the power of statutory, legal or equitable force or is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation (or, if the corporation is the trustee of a unit trust, units in that trust or in a holding trust of that trust) or otherwise;

- (j) **"cultural facility" means the use of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;**
- (k) **"drink establishment" means the use of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;**
- (l) **"educational establishment" means the use of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;**
- (m) **"financial establishment" means the use of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;**
- (n) **"gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building BUT EXCLUDING any areas used solely for rooftop fixed mechanical plant essential for the functioning of the building, basement space for carparking and areas used for elevator shafts and stairwells;**

- (o) **"health facility" means the use of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;**
- (p) **"hospital" means the use of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;**
- (q) **"indoor entertainment facility" means the use of land for entertainment where such use is primarily indoors;**
- (r) **"indoor recreation facility" means the use of land for sporting activities where such use is primarily indoors;**
- (s) **"Land Agency" means the Land Development Agency established under section 31 of the Planning and Development Act 2007;**
- (t) **"Lessee" shall:**
 - (i) **where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;**
 - (ii) **where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and**
 - (iii) **where the Lessee is a corporation be deemed to include such corporation its successors and assigns;**
- (u) **"multi-unit housing" means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;**
- (v) **"non retail commercial use" means business agency, financial establishment, office, public agency;**

- (w) **“office” means the use of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;**
- (x) **“personal service” means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;**
- (y) **“place of worship” means the use of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;**
- (z) **“premises” means the land and any building or other improvements on the land;**
- (aa) **“religious associated use” means the use of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;**
- (bb) **“residential care accommodation” means the use of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;**
- (cc) **“residential use” means caretaker’s residence, multi-unit housing, residential care accommodation, retirement village, single dwelling housing, supportive housing;**
- (dd) **“retirement village” means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;**
- (ee) **“restaurant” means the use of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;**
- (ff) **“single dwelling housing” means the use of land for residential purposes for a single dwelling only;**

- (gg) "shop" means the use of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services and may include the use of the land for: bulky goods retailing, department store, personal service, retail plant nursery, supermarket, or take-away food shop;
- (hh) "special dwelling" means a dwelling used or to be used by a Government agency or community organisation receiving Government funding or housing assistance, to provide shelter and support for persons with special accommodation needs;
- (ii) "supportive housing" means the use of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (ij) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (kk) "Territory" means:
 - (iv) when used in a geographical sense the Australian Capital Territory; and
 - (v) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (ll) words in the singular include the plural and vice versa;
- (mm) words importing one gender include the other genders;
- (nn) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:

- | | |
|----------------------------------|---|
| RENT | (a) That the Lessee shall pay to the Authority rent at the rate of five cents per annum if and when demanded payable within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; |
| MANNER OF PAYMENT OF RENT | (b) That any rent or other moneys payable by the Lessee to the Authority under this lease shall be paid to such person as may be authorised by the Authority for that purpose at Canberra in the said Territory without any deduction whatsoever. |

3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

- | | |
|----------------------------------|--|
| COMPLETION OF DEVELOPMENT | (a) That the Lessee shall by the twenty ninth day of June Two thousand and seventeen or within such further time as may be approved in writing by the Authority complete the erection of the said approved development on the land in accordance with the said plans and specifications and in accordance with every Statute Ordinance or Regulation applicable to such development; |
| PURPOSE | (b) To use the premises only for one or more of the following purposes: <ul style="list-style-type: none">(i) club;(ii) community use;(iii) drink establishment;(iv) indoor entertainment facility;(v) indoor recreation facility;(vi) non retail commercial use LIMITED TO financial establishment and office;(vii) residential use PROVIDED ALWAYS THAT such use is not located at the ground floor level adjacent to Emu Bank and Benjamin Way;(viii) restaurant;(ix) shop LIMITED TO personal service and take-away food shop; and <p style="margin-left: 40px;">until construction of a building has commenced the premises may be used for the purpose of car parking;</p> |
| GROSS FLOOR AREA | (c) That not more than fifty percent (50%) of the total ground floor area of the building shall be used for non retail commercial use; |

**NOISE MANAGEMENT
PLAN**

- (d) That the Lessee shall provide a noise management plan to the Environment Protection Agency (EPA) or the body responsible for environment protection at that time, for assessment and approval prior to the construction of a building or buildings on the premises. The noise management plan must be prepared by an accredited acoustic specialist who is a member of the Australian Acoustical Society and state that the building(s) to be constructed on the premises comply with all relevant Australian standards and legislation in force at that time;

**ACCESS FROM
BLOCK 35**

- (e) That the Lessee its employees, contractors, sub-lessees or other occupiers and invitees shall have at all times the right to pass and repass with or without vehicles across, over and along that part of block 35 described as "Proposed Easement for Access 21.3 wide and variable width" on Deposited Plan No 11211 ;

**EASEMENT FOR
SERVICES**

- (f) That:

- (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan No 11214 an easement ("Easement") in favour of:

- (A) ACTEW Corporation Limited A.C.N. 069 381 960 and its successors; and
- (B) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

(collectively or separately referred to as the "service provider");

- (ii) the service provider may:

- (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
- (B) do anything reasonably necessary for that purpose, including without limitation:
- (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or

**maintaining pipes, poles, wires, cables,
conduits, structures and equipment;**

(iii) in exercising the powers in Clause 3(f)(ii), the service provider must take all reasonable steps to:

(A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and

(B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;

(iv) Clause 3(f)(iii)(B), does not require the service provider to restore:

(A) the land to a condition that would result in:

(1) an interference with:

(i) any service on or through the land; or

(ii) access to any service on or through the land; or

(2) a contravention of a law of the Territory; or

(B) any building or structure placed or constructed on any part of the land comprising the Easement;

(v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;

(vi) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

(vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;

CARPARKING	(g) That the Lessee shall provide and maintain an approved drained and sealed carparking area on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
LANDSCAPING	(h) That the Lessee shall provide and maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
LIGHTING	(i) That the Lessee shall illuminate and keep illuminated all public access areas, carparks and driveways on the land at the Lessee's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
LOADING AND UNLOADING OF VEHICLES	(j) That the Lessee shall provide and maintain an area for the loading and unloading of vehicles on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
PRESERVATION OF TREES	(k) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or (ii) to which the <u>Tree Protection Act 2005</u>, applies;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(l) That the Lessee shall provide and maintain facilities and access on the land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
SERVICE AREAS	(m) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
BUILDING SUBJECT TO APPROVAL	(n) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building, or make any structural alterations to any building, on the land;

REPAIR

- (o) That the Lessee shall at all times during the said term maintain repair and keep in repair the premises to the satisfaction of the Authority;

FAILURE TO REPAIR

- (p) If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the premises the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the land is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter the premises and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee;

RIGHT OF INSPECTION

- (q) Subject to the provisions of the Planning and Development Act 2007 to permit any person or persons authorised by the Authority to enter and inspect the premises at all reasonable times and in any reasonable manner;

RATES AND CHARGES

- (r) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the premises as and when they are due for payment.

RESTRICTION ON TRANSFER

- (s) That the Lessee must not:
- (a) assign, transfer or part with possession of the whole or any part of the land; or
 - (b) permit a change in Control of the Lessee or any holding company of the Lessee, including the Lessee's ultimate holding company (in either case as defined in the Corporations Act 2001), provided that this Clause does not apply:
 - (i) in respect of a sale or acquisition of shares or units through the Australian Stock Exchange (other than to a Related Body Corporate) if the Lessee or any holding company of the Lessee including the Lessee's ultimate holding company is a company

which is listed on the Australian Stock Exchange and is the trustee of a publicly listed trust of which the land the subject of the lease is trust property; or

- (ii) if the Lessee is a company which is listed on the Australian Stock Exchange and is not the trustee of a trust

without the consent of the Land Agency or until the Lessee has complied with Clause 3(a) of this lease.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET
ENJOYMENT

That the Lessee paying the rent and all other money due and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
- (ii) an approved development in accordance with Clause 3(a) of this lease is not commenced within the period specified in the said Clause; or
- (iii) after completion of an approved development as aforesaid the said land is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants herein contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

**ACCEPTANCE
OF RENT**

- (b) That acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 5(a) (i), (ii), (iii) or (iv) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;

FURTHER LEASE

- (c) Subject to the Lessee paying all money required to be paid under the provisions of the Planning and Development Act 2007 the Lessee shall be entitled to a further lease of the land for such further term and at such rent and subject to such conditions as may then be provided or permitted by Statute Ordinance or Regulation;

NOTICES


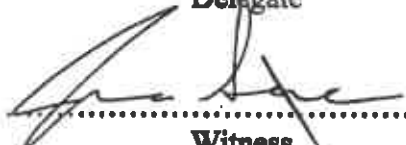
- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the registered office of the Lessee in the said Territory BUT if for any reason the Lessee does not have a registered office in the said Territory then at the usual or last-known address of the Lessee or affixed in a conspicuous position on the premises;

**EXERCISE OF
POWERS**

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

IN WITNESS whereof the Authority on behalf of the Commonwealth and the Lessee have executed this lease.

Signed by **Maggie Chapman**
a delegate authorised to execute this lease
on behalf of the Commonwealth in the
presence of **Imma Sars**


.....
Delegate

.....
Witness

SIGNED SEALED AND DELIVERED
for and on behalf of **WESTFIELD**
MANAGEMENT LIMITED
ACN 001 670 579 by its duly appointed
Attorneys

Name **John Widdup**
.....


.....
Signature of Attorney

Name **Robert Jordan**
.....


.....
Signature of Attorney

under power of Attorney dated **16 January**
2012 **Number 0130953**

Who hereby states that he/she has no notice
of revocation of the said Power before me:

Mark Peter Burton
.....
Name of witness



.....
Signature of Witness

SIGNED SEALED AND DELIVERED for)
Adn on behalf of **RE1 LIMITED**)
A.C.N. 145 743 862 in accordance with)
Section 127 of the Corporations Act 2001)


.....
Name of Director/Secretary

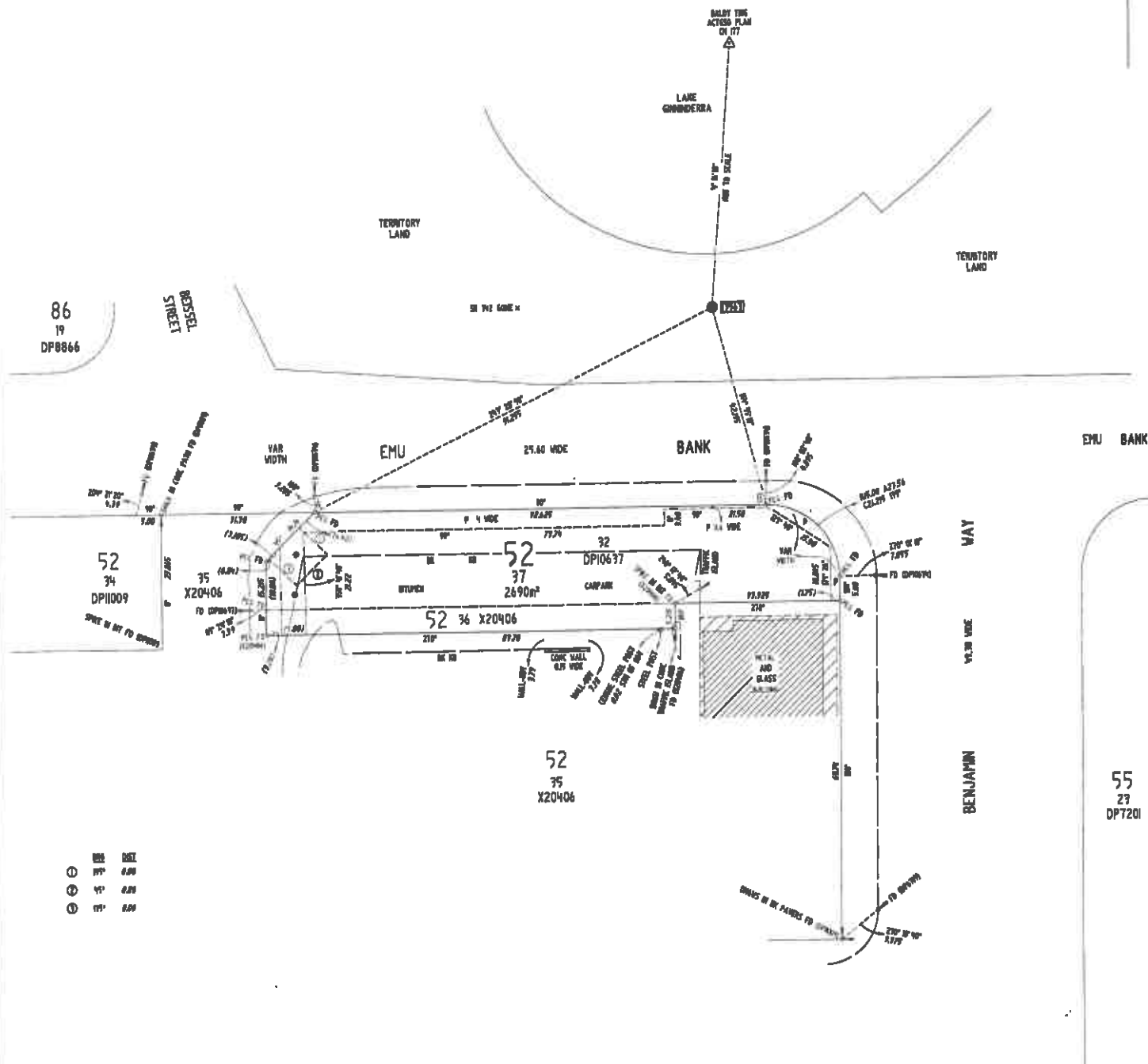
Domenio Panaccio

.....
Name of Director/Secretary


.....
Signature of Director/Secretary

Katherine Grace

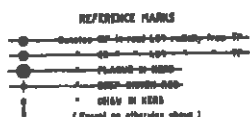
.....
Signature of Director/Secretary



WIDE	WIDE
① 10"	0.25
② 12"	0.30
③ 14"	0.35

- PROPOSED SEWERAGE SERVICE EASEMENT 1 MILE & 1/2 MILE LIMITED IN HEIGHT TO RL 105.00 AND
- P PROPOSED SEWERAGE EASEMENT LIMITED IN HEIGHT TO RL 104.00 AND
- ◆ PROPOSED EASEMENT FOR ELECTRICAL SUBSTATION LIMITED IN HEIGHT TO RL 105.00 AND

NOTE: ADJUSTED LEVELS ARE ON THE AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS IS 1752 BELCONNEN AND 177 BELCONNEN



All Easements are 2.5 metres wide
(Except as otherwise shown)

Admission A-B (Givens)

Field Book: PL 76
Date: 10/5/2

MICHAEL NOLAN LAWS of CAMBERA SURVEYS PTY LTD
a surveyor registered under the Surveyors Act 2001 hereby certify that the survey
represented on this plan is correct and has been made in accordance with the
Surveyors Practice Directions and was completed on 29 MARCH 2021

Signature: *[Signature]* 29.3.21
Surveyor registered under the Surveyors Act 2001

I certify that this plan is the plan prepared in accordance with the
Surveyors Act 2001

Signature: *[Signature]* 29.3.2023
Surveyor-General of the ACT

PLAN OF
BLOCK 37 SECTION 52
BEING A CONSOLIDATION OF BLOCKS 32 & 36

DIVISION: BELCONNEN
DISTRICT: BELCONNEN

AUSTRALIAN CAPITAL TERRITORY
SCALE 1:100

0 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory for the *[Signature]*
day of *[Date]* 2021 of *[Page]* of *[Total Pages]*
part of the *[Title]* of the *[Title]*
Amended by *[Signature]*
Sandrine Standaert
Deputy Registrar-General

DEPOSITED PLAN
11214

AMENDS DP10477 & 105000 D24

X20417

LODGED BY:

McKeown Stephen Jacques

BOX NO: 7

APPROVAL NO: 575



TG1349357

03/12/2003 13:25:28

1349357

REGISTERED NO.

AUSTRALIAN CAPITAL TERRITORY GOVERNMENT

APPLICATION FORM

LAND TITLES ACT 1925

TG

THIS FORM MAY BE USED FOR MISCELLANEOUS APPLICATIONS FOR WHICH NO FORM IS PRESCRIBED BY THE *LAND TITLES ACT 1925* (eg APPLICATIONS TO CHANGE NAME OF PROPRIETOR, TO CORRECT THE REGISTER, ETC.)

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK	UNIT	VOL-FOL	INSTRUMENT NO.
BELCONNEN	52	9		1576:3	
		10		1576:4	
		20			

2. TITLE OF APPLICATION

Memorandum of transfer and grant of easement

3. NATURE OF APPLICATION (IF INSUFFICIENT SPACE PLEASE ATTACH ANNEXURE)

Easement in favour of ActewAGL Distribution ABN 76 670 568 688 for the installation of, maintenance of and access to the electricity infrastructure on part of blocks 9, 10 and 20 section 52, Belconnen ("Land") on the terms contained in Annexure "A". The easement is shown as "2000 WIDE ACTEW EASEMENT", "kiosk transformer No 1" and "kiosk transformer No 2" on the Plan which is schedule 1 to Annexure "A".

ActewAGL Distribution is a partnership between ACTEW Distribution Limited ABN 83 073 025 224 and AGL Gas Company (ACT) Limited ABN 24 008 552 663.

4. DATE

21 November 2003

5. EXECUTION

SIGNED IN MY PRESENCE BY THE APPLICANT:

See Annexure "A" page 7

SIGNATURE OF APPLICANT.


FULL NAME AND SIGNATURE OF WITNESS.

OFFICE USE ONLY

DOCUMENTS LODGED HEREWITH:

CERTIFICATE OF TITLE	CERTIFICATES	OTHER
(P/)		

CERTIFICATE OF REGISTRATION:

EXAMINED:	
VOLUME:FOLIO:	
REGISTERED:	R


DATE:	12 DEC 2003
-------	-------------

OFFICE USE ONLY
Time Out: 12 DEC 2003
Date Out: 2:43
Initials: h

This is the Annexure marked "A", of 10 pages, referred to in the
Application Form - 21 November 2003.

Dated 20 December 2001

EASEMENT IN GROSS
Ackem AGL Distribution
ABN 76 670 568 688
~~ACTEW Corporation Limited~~
~~ACN 069 381 960~~
("ACTEW")



And

PT Limited ACN 004 454 666
And
Commonwealth Funds Management
Limited ACN 052 287 442
And
Westfield Management Limited
ACN 001 670 579
("Owners")

Mallesons Stephen Jaques
Solicitors

10th Floor
Advance Bank Centre
60 Marcus Clarke Street
Canberra ACT 2601
Telephone (61 6) 217 6000
Fax (61 6) 217 6999
DX 5610 Canberra
Ref: CANBERRA/71558



EASEMENT IN GROSS

Date:

20 December 2001

Parties:

Actew Agl. Distribution ABN 76 670 568 688 which is a
partnership between ACTEW Distribution Limited ABN 83 073 025224
and AGL Gas Company (ACT) Limited ABN 24 008 552 663
ACTEW CORPORATION LIMITED ACN 069 381 960 of

ACTEW House, 221-223 London Circuit, Canberra in the Australian
Capital Territory ("ACTEW")

And:

PT LIMITED ACN 004 454 666 of 39 Hunter Street, Sydney in the
State of New South Wales ("PT") and **COMMONWEALTH FUNDS
MANAGEMENT LIMITED ACN 052 289 442** of Level 6, 48
Martin Place, Sydney in the State of New South Wales ("CFM") and
WESTFIELD MANAGEMENT LIMITED ACN 001 670 579 of
Level 24 'Westfield Towers', 100 William Street, Woolloomooloo in
the State of New South Wales ("Responsible Entity") (together, the
"Owners")

1 INTERPRETATION

- 1.1 **ACTEW Equipment** means electricity sub-stations, electrical
conduits, cables and associated electricity infrastructure placed or
maintained by ACTEW on the Land from time to time.

Consideration means the consideration that would, but for clause 6,
be provided under this easement from time to time, including any
payment made in relation to an indemnity.

GST means any form of goods and services tax or similar value added
tax.

GST Amount means the Consideration (after deducting the GST
Exempt Component) multiplied by the Rate.

GST Exempt Component means any part of the Consideration which
solely relates to a Supply that is free or exempt from the imposition of
GST.

GST Legislation means a New Tax System (Goods and Services Tax)
Act 1999 and any other legislation which imposes, levies, implements
or varies a GST or any applicable rulings issued by the Commissioner
of Taxation.

GST Tax Invoice means an invoice in the form prescribed by the GST
Legislation.

Land means blocks 9, 10 and 20 section 52 in the division of
Belconnen.

Rate means the rate at which GST Legislation from time to time
imposes or levies GST on the relevant Supply under this Easement.

Supply includes supply as defined under GST Legislation.

- 1.2 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

2 GRANT OF EASEMENT

The Owners grant ACTEW an easement on the terms contained in this deed over the areas marked "2000 Wide ACTEW Easement", "kiosk transformer No 1" and "kiosk transformer No 2" on the plan in schedule 1 ("Easement Area").

3 GRANTEE'S RIGHTS AND OBLIGATIONS

3.1 ACTEW may:

- (a) construct, erect, lay, place in, on or under the surface of the ground within the Easement Area the ACTEW Equipment;
- (b) inspect, maintain, repair, renew, alter, remove, replace use and cause or permit electricity to be transmitted through the ACTEW Equipment;
- (c) enter upon the Easement Area and bring its equipment and vehicles onto the Easement Area for the purpose of exercising its rights under this easement. Prior reasonable notice must be given to the Owners before such entry, except in an emergency.

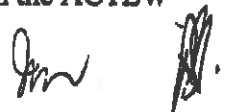
3.2 When exercising its rights under this easement, ACTEW must:

- (a) take reasonable steps to minimise any disturbance or damage to the Easement Area and anything on the Easement Area;
- (b) make good any damage or disturbance to the Easement Area or anything on the Easement Area that is caused by ACTEW, except where any damage is to structures erected within the Easement Area which have not been consented to by ACTEW; and
- (c) take reasonable steps to minimise any inconvenience or disruption to the Owners or to any other occupants of the Land.

4 OWNERS' RIGHTS AND OBLIGATIONS

- 4.1 The Owners must not interfere with ACTEW's rights under this easement.

- 4.2 The Owners must not remove, damage or interfere with the ACTEW Equipment.

Two handwritten signatures are present at the bottom right of the page. The first signature is a cursive 'Jm' and the second is a more stylized signature.

- 4.3 The Owners must not erect any structure within the Easement Area without ACTEW's prior consent.

5 OWNERSHIP OF ACTEW EQUIPMENT

The ACTEW Equipment will remain ACTEW's property whether annexed or affixed to the Land or not.

6 GST

If GST is imposed or levied in respect of any Supply made under or in accordance with this easement then despite any other provision of this easement and subject to the supplier providing the recipient of the Supply with a GST Tax Invoice the Consideration shall be increased by the GST Amount.

7 CUSTODIAN AND RESPONSIBLE ENTITY CAPACITY AND LIMITATION ON LIABILITY

Interpretation

- 7.1 All provisions of this deed will have effect and be applied subject to this clause 7.
- 7.2 For the purposes of this clause 7:
- (a) **"Obligations"** means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian or the Responsible Entity (as applicable), arising while the Land is owned by the Trust, under or in respect of this deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
 - (b) **"assets"** includes all assets, property and rights real or personal of any nature whatsoever;
 - (c) **"Constitution"** means the constitution of the Trust dated 1 April 1982 between Westfield Management Limited (formerly Westfield PTM Limited), P.T. Limited and Perpetual Trustee Company Limited and subsequently varied by amending deeds from time to time;
 - (d) **"Custodian"** means the custodian or sub-custodian for the time being appointed by the Responsible Entity or Custodian (as the case may be) in relation to the Trust;
 - (e) **"Responsible Entity"** means the responsible entity for the time being of the Trust, as the term "responsible entity" is defined in the Corporations Law; and



- (f) "Trust" means the Westfield Trust constituted by or pursuant to the Constitution.

The Custodian's Capacity

- 7.3 The Custodian shall carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

The Responsible Entity

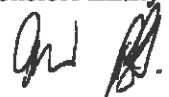
- 7.4 The Responsible Entity shall (and shall be entitled to) perform the Obligations with the exception of those Obligations referred to in clause 7.3 and shall procure that the Custodian performs the Obligations referred to in clause 7.3.

The Custodian's Limitation of Liability

- 7.5 The Custodian enters into this deed only in its capacity as Custodian and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Custodian only to the extent to which the Custodian is indemnified by the Responsible Entity. This limitation of the Custodian's liability applies despite any other provision of this deed and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- 7.6 The Custodian is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clauses 7.5 to 7.8 inclusive.
- 7.7 No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Custodian in any way which exposes the Custodian to any liability.
- 7.8 The provisions of clauses 7.5 to 7.8 inclusive shall not apply to any obligation of the Custodian to the extent that it is not indemnified because, under the terms of its appointment as Custodian or by operation of law, there is a reduction in the extent of the Custodian's indemnification as a result of the Custodian's fraud, negligence, breach of trust or breach of duty.

The Responsible Entity's Limitation of Liability

- 7.9 The Responsible Entity enters into this deed only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is actually indemnified for the liability. This limitation of liability applies despite any other provision of this deed and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- 7.10 The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of



the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to property of the Trust).

- 7.11 The Responsible Entity is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 7.9 to 7.13 inclusive.
- 7.12 No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Responsible Entity in any way which exposes the Responsible Entity to any liability.
- 7.13 The provision of clauses 7.9 to 7.13 inclusive shall not apply to any obligation of the Responsible Entity to the extent that it is not indemnified because under the Constitution or by operation of law there is a reduction in the extent of the Responsible Entity's indemnification out of the assets of the Trust as a result of the Responsible Entity's fraud, negligence, breach of Trust or breach of duty.

8 CFM LIMITATION OF LIABILITY

Interpretation

- 8.1 All provisions of this deed will have effect and be applied subject to this clause 8.
- 8.2 For the purposes of this clause 8:
 - (a) "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon Commonwealth Funds Management Limited ("CFM") under or in respect of this deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
 - (b) "assets" includes all assets, property and rights real or personal of any nature whatsoever;
 - (c) "Trustee" means the trustees for the time being and from time to time duly appointed under or in respect of the CFM Property Fund;
 - (d) "the Trust" means the CFM Property Fund constituted by or pursuant to the Trust Deed dated the 19th day of December 1988 by Superannuation Fund Investment Trust subsequently varied by amending deeds from time to time;
 - (e) "Trust Deed" being the document governing the Trust.

gm *JS*

CFM's Limitation of Liability

- 8.3 CFM enters into this deed as Trustee of the CFM Property Fund and in no other capacity. The parties other than CFM acknowledge that the Obligations are incurred by CFM solely in its capacity as Trustee of the CFM Property Fund.
- 8.4 Except in the case of fraud, negligence, breach of trust or breach of duty on the part of CFM which will render CFM personally liable, CFM will not be liable to pay or satisfy any Obligations out of any assets which CFM is not entitled to apply in satisfaction of any liability incurred by it as Trustee of the CFM Property Fund.
- 8.5 Except in the case of fraud, negligence, breach of trust or breach of duty on the part of CFM which will render CFM personally liable, the parties other than CFM may enforce their rights against CFM arising from non-performance of the Obligations only by seeking application of, or recourse to, the assets of the CFM Property Fund.
- 8.6 If the parties other than CFM do not recover all money owing to them arising from non-performance of the Obligations by exercising the rights referred to in clause 8.5, they may not seek to recover the shortfall by:
- (a) bringing proceedings against CFM in its personal capacity; or
 - (b) applying to have CFM wound up or proving in the winding up of CFM unless another creditor has initiated proceedings to wind up CFM.
- 8.7 Except in the case of fraud, negligence, breach of trust or breach of duty on the part of CFM, each of the parties other than CFM severally waive their rights and release CFM from any personal liability whatsoever, in respect of any loss or damage:
- (a) which it may suffer as a result of any:
 - (i) breach by CFM of its duties under this deed; or
 - (ii) non-performance by CFM of the Obligations; and
 - (b) which cannot be paid or satisfied out of the assets of the CFM Property Fund.
- 8.8 Nothing in clauses 8.5 or 8.6 is to be taken as derogating from the limitation of the Trustee's liability contained in clauses 8.4 and 8.7.
- 8.9 CFM is entering into this deed with the intent that CFM shall apply the assets of the CFM Property Fund, and each of the parties other than CFM may have recourse to the assets of the CFM Property Fund, to satisfy the Obligations of CFM, as Trustee of the CFM Property Fund, under this deed.

EXECUTED as a deed

Execution page

THE COMMON SEAL of *Actew*
ACTEW CORPORATION LIMITED
 ACN 069 381 960 is affixed in
 accordance with its articles of association
 in the presence of:

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person (block letters)

Name of authorised person (block letters)

SIGNED, SEALED AND DELIVERED
 by **VICTOR HOOG ANTINK**
 as attorney for **PT LIMITED ACN 004**
454 666 under power of attorney ACT
 Registered No. **115249** dated **14 December**
2001 **1998** in the presence of:

Signature of witness

CAROLINE CURRIE

Name of witness (block letters)

100 WILLIAM STREET,
 Address of witness **SYDNEY**

SOLICITOR
 Occupation of witness

By executing this deed the attorney states
 that the attorney has received no notice of
 revocation of the power of attorney

SIGNED, SEALED AND DELIVERED
 by **PERNOLD GEORGE THOMPSON**
 as attorney for **COMMONWEALTH**
FUNDS MANAGEMENT LIMITED
ACN 052 289 442 under power of attorney
ACT Registered Number 110737 dated 17
 December 1997 in the presence of:

W. Brown

 Signature of witness

WENDY CAROLLE BROWN

 Name of witness (block letters)

OF COLONIAL FIRST STATE PROPERTY
 LEVEL 10, ONE GEORGE STREET SYDNEY NSW

 Address of witness

Bank clerk

 Occupation of witness

SIGNED, SEALED AND DELIVERED
 by **VICTOR HOOG ANTINK**
 as attorney for **WESTFIELD**
MANAGEMENT LIMITED ACN 001
670 579 under power of attorney ACT
 Registered Number **120031**
 dated **2 May 2000**
 in the presence of:

Caroline

 Signature of witness

CAROLINE CURRIE

 Name of witness (block letters)

100 WILLIAM STREET

 Address of witness **SYDNEY**

SOLICITOR

 Occupation of witness

Thompson

PERNOLD GEORGE THOMPSON
 By executing this deed the attorney states
 that the attorney has received no notice of
 revocation of the power of attorney

Antink

 By executing this deed the attorney states
 that the attorney has received no notice of
 revocation of the power of attorney

Antink

SIGNED, SEALED AND)
DELIVERED by JOHN MACKAY)
(Chief Executive Officer) as attorney)
for ACTEWAGL DISTRIBUTION)
ABN 76 670 568 688 under power of)
attorney held by John Mackay in the)
presence of:)

Ian Macara

Signature

Ian Macara

Ian Macara

Joint Venture Board Secretary

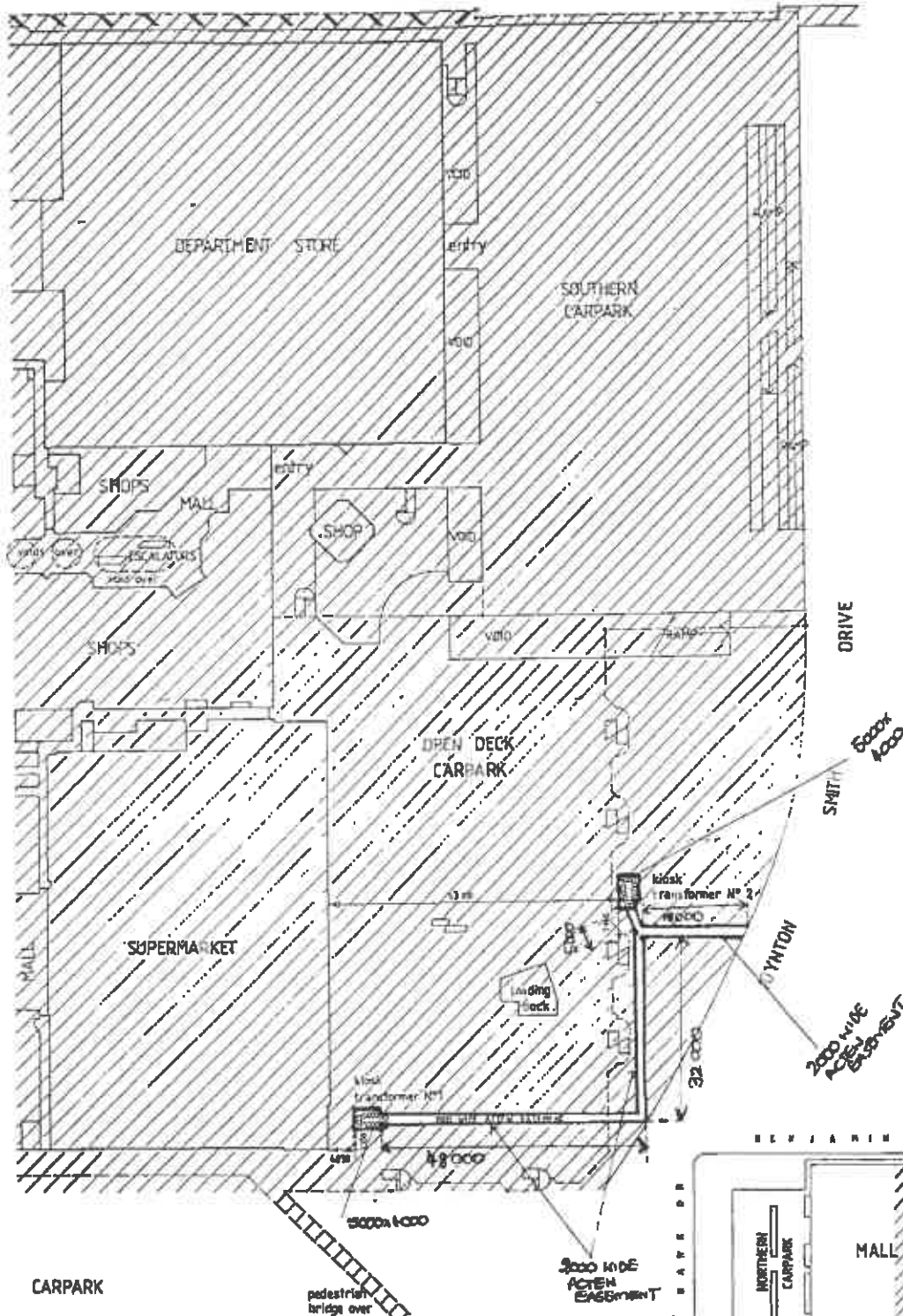
John Mackay

By executing this deed the attorney
states that the attorney has received
no notice of revocation of the power
of attorney

SCHEDULE 1

PLAN OF EASEMENT AREA

BENJAMIN WAY



SCHEDULE OF NEW LEASED AREAS

KIOSK TRANSFORMER N° 1	20.00 sq m
KIOSK TRANSFORMER N° 2	20.00 sq m

I, **VOLDENARS OSÉNIKS** certify that this plan is an accurate and adequate representation of the layout as at 18/01/96 of the PART OF FIRST floor of the building erected on Blocks 8, 9 and 10 Section 52 Division of BELCONNEN

Signed *Voldenars Oséniks* 18/01/96
Registered Architect

PLAN OF PART OF FIRST FLOOR [LEVEL 2]
of building erected on
BLOCKS 9, 10 and 18
SECTION 52
DIVISION BELCONNEN

Scale 1:500 0 5 10 15 20 25

Deposited in the office of the Registrar of Titles at Brisbane the 18th day of January 1996 at which time it was approved

Registrar of Titles

S.I. PLAN No.


AMENDS S.I. PLAN N°

20 November 2002

To whom it may concern

In signing the easement in gross for the installation of, maintenance and access to the electricity infrastructure of ActewAGL on part of blocks 9,10 and 20 section 52, Belconnen, under my power of attorney from ACTEW Distribution Ltd and AGL Gas Company (ACT) Ltd, I authorized Ian Macara, Legal Counsel and Board Secretary of the ActewAGL Distribution Partnership, who signed as my witness, to initial individual pages and amendments.

Yours sincerely



J A Mackay
Chief Executive Officer

Your reliable source of life's essentials 

ACT GOVERNMENT
Land Titles Act 1925
Registrar-General's Office

TGE\$1685487 07/05/2010 10:20:13 LEAH

1685487



TGE
Form 080

TRANSFER AND GRANT OF EASEMENT

MOULIS LEGAL
1/2 BRINDABELLA CIRCUIT
BRINDABELLA BUSINESS PARK
CANBERRA INTERNATIONAL AIRPORT
ACT 2600 AUSTRALIA
Box Number

PRIVACY COLLECTION STATEMENT (PRIVACY ACT 1988 (C'WLTH)) OVERLEAF

The applicant/s of the land hereby make application to register a transfer and grant of easement:

1. LAND

Vol:Fol	District/Division	Section	Block	Unit	Instrument No/ Associated Dealing No.
1909: 1070-0 1909: 37 1070-0 88	BELCONNEN	52	9, 10 & 20 31	-	-

2. APPLICANT / GRANTOR / SERVIENT TENEMENT

Name in Full

WESTFIELD MANAGEMENT LIMITED ACN 001 670 579 and PT LIMITED ACN 004 454 666

3. DETAILS OF APPLICATION

The applicant/s (grantor - servient tenement) hereby apply to transfer and grant an easement as described in the attached plan.

4. DATE

17 JULY 2009

5. EXECUTION BY GRANTOR / SERVIENT TENEMENT

Signed by the proprietor/s of the servient tenement

SEE ANNEXURE
PAGES 14 AND 15

Signature of proprietor/s of the servient tenement

Full name of witness

Signed in my presence

Signature of witness

6. CONSENT BY MORTGAGEE

Signed by the Mortgagee

NOT APPLICABLE

Signature of the Mortgagee

Full name of witness

Signed in my presence

Signature of witness

7. EXECUTION BY THE GRANTEE / DOMINANT TENEMENT

<p>Signed by the Grantee / Dominant Tenement</p> <p style="text-align: center; font-size: 1.2em;">SEE ANNEXURE PAGE 14.</p> <p>Signature of Grantee / Dominant Tenement</p>	<p>Full name of witness</p> <p>Signed in my presence</p> <p>Signature of witness</p>
---	--

8. OFFICE USE ONLY

Lodged by	<i>mm</i>	Certificates Lodged	
Date Entered by	<i>xb</i>	Attachments Lodged	<i>Annexure</i>
Examined by	<i>(initials)</i>	Certificate of Title Lodged	
Registered by	<i>(initials)</i>	Registration Date	<i>22/6/2010</i>

PRIVACY STATEMENT

S.43 of the *Land Titles Act 1925 (LTA)* authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Land Titles Register. S.65-67 LTA requires that the Register be made available to any person for search, upon payment of a fee. The information is regularly provided to various ACT Government agencies, including the ACT Department of Urban Services, ACT Planning and Land Authority (ACTPLA), ACT Treasury, Canberra Connect and ActewAGL for conveyancing, municipal account, administrative, statistical and valuation purposes. ACTPLA and agencies within the ACT Department of Urban Services may also use the information supplied to prepare and sell property sales reports to commercial organisations concerned with the development, sale or marketing of land.

SCHEDULE OF NOTES

1. This form is to be used for the transfer and grant of an easement.
2. Documents must be typed, or completed in black ink or biro.
3. Alterations to information entered on the form should be made by crossing out (not erasing or obliterating by painting over) and should be initialed by all parties.
4. If there is insufficient space in any panel use an annexure sheet.
5. Volume and Folio references must be given.
6. Ensure execution is undertaken by the servient tenement who is granting the easement.
7. Ensure execution is undertaken by the dominant tenement who will be receiving the easement.
8. Ensure consent is obtained from any mortgagee with an interest.
9. Execution by
 - A Natural Person – should be witnessed by an adult person who is not a party to the document.
 - Attorney – if this document is executed by an Attorney pursuant to a registered power of attorney, it must set out the full name of the attorney and the form of execution must indicate the source of his/her authority eg. "AB by his/her attorney XY pursuant to Power of Attorney ACT Registration No..... of which he/she has no notice of revocation".
 - Corporation – Section 127 of the *Corporations Act* provides that a company may validly execute a document with or without using a Common seal

NB The normal witnessing provisions in the *Land Titles Act 1925* do not apply to execution by a corporation as above, but do apply to execution by the attorney of a corporation.

This is the Annexure 'A' consisting of 17 pages referred to in the Easement:

Between: Westfield Management Limited and PT Limited as Grantors

And: The Australian Capital Territory as Grantee

Dated: 17 July 2009 OVEL Vol. 1909 Fol. 37.



AUSTRALIAN CAPITAL TERRITORY

DEED OF EASEMENT IN GROSS



Dated

17 July 2009

Parties

**WESTFIELD MANAGEMENT
LIMITED
ACN 001 670 579**

AND

**P.T. LIMITED
ACN 004 454 666**

AND

**THE AUSTRALIAN CAPITAL
TERRITORY**

Prepared by

ACT Government Solicitor
Level 5, 12 Moore Street
Canberra ACT 2601
PO Box 260
Civic Square ACT 2608
Ph: 02 62070899
Fax: 02 62070650
Ref: GOS:614703

Version

Final 230609

THIS DEED is made the 17 day of July 2009

BETWEEN:

WESTFIELD MANAGEMENT LIMITED ACN 001 670 579 of Level 24,
Westfield Towers, 100 William Street Sydney in the State of New South Wales **AND**
P.T. LIMITED ACN 004 454 666 of 123 Pitt Street Sydney in the State of New
South Wales Grantor) of the one party

AND

The **AUSTRALIAN CAPITAL TERRITORY** the body politic created by section 7
of the *Australian Capital Territory (Self-Government) Act 1988* represented by the
Department of Territory and Municipal Services of Macarthur House 12 Wattle Street
Lyneham in the Australian Capital Territory (Grantee) of the other party

BACKGROUND

- P 31 P.
- A. The Grantor is the registered proprietor of the land being Block ~~20~~³¹ Section 52
Belconnen in the Australian Capital Territory comprised in Certificates of
Title Volume ~~1576~~¹⁹⁰⁹ Folios ~~2 and 4~~^{37 38} (Land) P.
- B. The Grantee is the Australian Capital Territory.
- C. The Grantee proposes to undertake road works on Joynton Smith Drive and
Cohen Street in Belconnen in the Australian Capital Territory both of which
are public roads and unleased Territory land adjacent to the Land.
- D. The road works will necessitate the temporary removal of a footbridge over
Joynton Smith Drive.
- E. It is desirable that the public continue to have pedestrian access over Joynton
Smith Drive to the Westfield Belconnen shopping centre.
- F. For that purpose the Grantor has agreed to grant an easement to the Grantee
over a part of the Land to permit the construction of, access to and support for
one end of a pedestrian footbridge (Footbridge) leading from Block ~~20~~³¹ Section
52 Belconnen to Block 2 Section 50 Belconnen on the terms of this deed. P.

IT IS AGREED by the parties as follows.

1. Grant of Easement

By this Deed the Grantor grants to the Grantee an easement (Easement) over
that part of the Land shown as hatched on the annexed plan for the purpose of
constructing, supporting, maintaining and removing the Footbridge leading
from the Land to Block 2 Section 50 Belconnen.

1.1 Rights

The Easement includes the following rights:

- (a) to have the Footbridge and any associated improvements supported in any direction by the Land and the improvements at any time on the Land, together with the right to enter the Land and any improvements on it to inspect, maintain and repair any support; and
- (b) to:
 - i. enter onto the Land;
 - ii. oversail the Land with cranes and other construction equipment and materials; and
 - iii. pass over and remain on the Land

for the purpose of constructing, maintaining, replacing or removing the Footbridge;

1.2 Requirements when exercising rights

In exercising a right in clause 1.1 the Grantee must:

- (a) except in an emergency, give reasonable written notice to the Grantor before entering the Land and any improvements on it to carry out works;
- (b) carry out any works at reasonable times (except in an emergency) and ensure that:
 - (i) all necessary approvals are obtained from the relevant Authorities; and
 - (ii) all works are carried out in a proper and workmanlike fashion and in accordance with all relevant legislation, standards and other applicable regulations and guidelines;
- (c) when carrying out any works, except where prior arrangements have been made with the Grantor or in an emergency, not disrupt any utility service to the Land and any improvements on it in circumstances where the Grantor or any occupier of the Land and any improvements on it may suffer interruption to the business or commercial activities conducted on the Land and any improvements on it;
- (d) comply with the security or other arrangements or requirements ordinarily applying for persons entering the Land and any improvements on it;

- (e) cause as little interference as is reasonably practicable to the Grantor and other users of the Land and any improvements on it;
- (f) cause as little damage as is reasonably practicable to the Land and any improvements on it and must promptly make good any damage caused to the Grantor's reasonable satisfaction;

1.3 Public Access

In addition to the Easement granted to the Grantee, the Grantor undertakes to permit access over the Land to and from the Footbridge by members of the public at all times at which the public may reasonably desire to use the Footbridge for access to or from the improvements on the Land subject to any reasonable restrictions which the Grantor as Owner of the Westfield Belconnen shopping centre may reasonably require.

2. Ownership

The Footbridge and any structures, infrastructure or utilities on the Land that exclusively benefit or relate to the Footbridge are (subject to any rights of a licensed utility) and will remain the property of the Grantee.

3. Costs and Expenses

The Grantee is liable to reimburse the Grantor for its reasonable costs and expenses in entering into this deed including the reasonable costs of the Grantor seeking and obtaining legal advice and of complying with its obligations under clause 7.

4. Indemnity

- (a) The Grantee is liable for and indemnifies the Grantor against any liability or loss arising from, and costs incurred in connection with:
 - i. damage, loss, injury or death to the extent caused or contributed to by the Footbridge, its erection, maintenance or use except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Grantor or the Grantor's agents, servants, contractors or assigns;
 - ii. the Grantor doing anything the Grantee must do under this deed but which it has not done within a reasonable time or which the Grantor reasonably considers the Grantee has not done properly; and
 - iii. a breach of this deed by the Grantee, its agents, servants, contractors or assigns.
- (b) However, this clause 4 shall not indemnify the Grantor against any liability, loss, damage or costs incurred or arising from or in

connection with any agreement by the Grantor to construct, maintain or remove the footbridge or arising from or in connexion with the carrying out of such an agreement.

5. Release

- (a) The Grantee releases the Grantor from, and agrees the Grantor is not liable for, liability or loss arising from, and costs incurred in connection with:
 - i. The Footbridge, its erection, maintenance or use;
 - ii. Damage, loss, injury or death in, on, about or concerning the Footbridge except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Grantor or the Grantor's agents, servants, contractors or assigns; or
 - iii. Anything the Grantor is required or permitted to do under this deed.
- (b) However, this clause 5 shall not release the Grantor from any liability, loss, damage or costs incurred or arising from or in connection with any agreement by the Grantor to construct, maintain or remove the footbridge or arising from or in connexion with the carrying out of such an agreement.

6. Rectification

After giving the Grantee reasonable notice, the Grantor may at the cost of the Grantee do anything which the Grantee, its agents or servants should have done under this deed but which they have not done within a reasonable time or which the Grantor reasonably considers they have not done properly.

7. Registration

7.1 Registration of Easement

The Grantor undertakes to do all things necessary to ensure that the Grantee is enabled to register the Easement over the title to the Land. Without limiting the foregoing the Grantor shall produce any certificate of title, mortgage, security or other document which is required to be produced to the Registrar of Titles. The Grantor shall obtain any consent or endorsement required for registration including but not limited to the consent of any subtenant, mortgagee or caveator.

7.2 Registration of Surrender or Extinguishment of Easement

Upon the expiry or termination of this deed the Grantee and the Grantor will do all things necessary to ensure registration of the surrender or

extinguishment of the Easement. Without limiting the foregoing the Grantor and the Grantee shall execute in registrable form any memorandum or document which is required to be executed for the purpose of recording the surrender or extinguishment of the Easement.

8. Destruction

If for any reason the Footbridge or any associated improvements are destroyed or removed from the Land during the currency of this Easement then:

- (a) the Grantee may re-construct the Footbridge or associated improvements and rely upon the rights under this deed or varied as agreed; and
- (b) if the Grantee does reconstruct the Footbridge or associated improvements, it must:
 - (i) use all reasonable endeavours to ensure that:
 - (1) the use of the Land and any improvements on it is not more affected than the use of the Land and any improvements on it is affected by the Footbridge and associated improvements immediately prior to their destruction or removal;
 - (2) the replacement Footbridge and associated improvements are constructed in accordance with all relevant approvals and do not, so far as is reasonably practicable, adversely affect the Land and any improvements on it; and
 - (ii) ensure that, in constructing the replacement Footbridge and associated improvements, the requirements of clause 1.2 are complied with.

9. Surrender of Crown Lease

If the Grantor surrenders its Crown lease in respect of the Land it must grant new easements substantially in the form of this deed and register or do all things reasonably necessary to effect registration (as the case requires) of the new easements in relation to any new Crown lease which the Grantee may be granted in relation to the land on which the easement is located.

10. Duration

This deed has effect from 1 February 2009 until 1 February 2011.

11. Termination and removal

11.1 The Grantee shall, no later than the last day on which this deed has effect, remove the Footbridge from the Land.

11.2 Upon removing the Footbridge, the Grantee must make good any damage caused to the Land, to the reasonable satisfaction of the Grantor.

12. GST

12.1 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

12.2 Time of payment

The additional amount is payable at the same time as the consideration of the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

13. Trustee clause - Westfield Sub Trust I

13.1 Interpretation

In relation to Westfield Management Limited all provisions of this deed will have effect and be applied subject to this clause. For the purposes of this clause 13:

- (a) "Assets" includes all assets, property and rights real or personal of any nature whatsoever;
- (b) "Constitution" means the constitution of the Trust dated 18 November 2003 as varied by amending deeds from time to time;
- (c) "Obligations" means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Trustee, under or in respect of this deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (d) "Trust" means the Westfield Sub Trust I constituted by or pursuant to the Constitution; and
- (e) "Trustee" means Westfield Management Limited (ACN 001 670 579) or such other party as is the trustee (and includes the custodian or responsible entity for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the

Corporations Act) for the time being and from time to time duly appointed under or in respect of the Trust.

13.2 Trustee's Capacity

The Trustee must carry out the Obligations.

13.3 Trustee's limitation of liability

- (a) The Trustee enters into this deed only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this deed and extends to all Obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (b) The parties other than the Trustee may not sue the Trustee in any capacity other than as Trustee of the Trust, including seeking the appointment of a receiver (except in relation to the property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (c) The Trustee is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 13.3(a) and (b);
- (d) The provisions of this clause shall not apply to any Obligation of the Trustee to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust or operation of law.

13.4 Trustee Warranties

The Trustee in its personal capacity and in its capacity as trustee of the Trust warrants to the Grantee that:

- (a) as at the date of this deed:
 - (i) the Trustee is the only trustee of the Trust;
 - (ii) the Trustee has the power to enter into this deed and perform its obligations under this deed in its capacity as trustee of the Trust;

- (iii) the Trustee has all authorisations necessary to enter into this deed, including without limitation, all authorisations under the Constitution;
- (iv) this deed has been duly executed by the Trustee and granted pursuant to and in proper and lawful exercise of the rights and powers of the Trustee under the Constitution and for the purpose of the Trust;
- (v) there is no limitation on the Trustee's right of indemnity against the assets of the Trust other than those limitations:
 - a. contained in the Constitution;
 - b. required by section 601GA of the Corporations Act, as that section stands at the date of this deed; or
 - c. which apply by operation of law; and
- (b) the Trustee has not agreed, nor will it agree, to any other limitations of the Trustee's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this deed other than those limitations which arise by operation of law.

14. Trustee clause - Westfield Trust

14.1 Interpretation

In relation to P T Limited, all provisions of this deed will have effect and be applied subject to this clause.

For the purpose of this clause 14:

- (a) "Assets" includes all assets, property and rights real or personal of any nature whatsoever;
- (b) "Constitution" means the constitution of the Trust dated 1 April 1982 between Westfield Management Limited and PT Limited as varied by amending deeds from time to time;
- (c) "Custodian" means the custodian or sub-custodian for the time being appointed by the Responsible Entity or the Custodian (as the case may be) in relation to the Trust, which at the date of this deed is P T Limited;
- (d) "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Custodian or the Responsible Entity (as applicable) under or in respect of this deed or any deed, agreement or other instrument collateral herewith or give or

entered into pursuant to hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;

- (e) "Responsible Entity" means the responsible entity for the time being of the Trust, as the term "responsible entity" is defined in the Corporations Act, which at the date of this deed is Westfield Management Limited; and
- (f) "Trust" means the Westfield Trust constituted by or pursuant to the Constitution.

14.2 Custodian's capacity

The Custodian must carry out the Obligations to the extent that the same are capable of being carried out by it as Custodian and are not capable of being carried out by the Responsible Entity.

14.3 The Responsible Entity's capacity

The Responsible Entity must perform the Obligations with the exception of those Obligations referred to in clause 14.2 and must procure the Custodian to perform the Obligations referred to in clause 14.2.

14.4 The Custodian's limitation of liability

- (a) The Custodian enters into this deed only in its capacity as Custodian and in no other capacity. A liability arising under or in connection with this deed is limited to and can be enforced against the Custodian only to the extent to which the Custodian is entitled to be indemnified by the Responsible Entity. This limitation of the Custodian's liability applies despite any other provision of this deed and extends to all Obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (b) The Custodian is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Custodian's liability is limited in the same manner as set out in clause 14.4(a).
- (c) The provisions of this clause shall not apply to any Obligation of the Custodian to the extent that it is not satisfied because, under the terms of its appointment or by operation of law, there is a reduction in the extent of the Custodian's indemnification as a result of the Custodian's fraud, negligence, or breach of trust or by operation of law.

14.5 The Responsible Entity's limitation of liability

- (a) The Responsible Entity enters into this deed only in its capacity as Responsible Entity of the Trust and in no other capacity. A liability

arising under or in connection with this deed is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is entitled to be indemnified for the liability. This limitation of liability applies despite any other provision of this deed and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.

- (b) The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as Responsible Entity of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to the property of the Trust).
- (c) The Responsible Entity is not obliged to do or refrain from doing anything under this deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in clauses 14.5(a) and (b).
- (d) The provisions of this clause shall not apply to any Obligation of the Responsible Entity to the extent that it is not satisfied because there is a reduction in the extent of the Responsible Entity's indemnification out of the Assets of the Trust, as a result of the Responsible Entity's fraud, negligence, breach of trust or by operation of law.

14.6 Responsible Entity Warranties

The Responsible Entity in its personal capacity and in its capacity as Responsible Entity of the Trust warrants to the Grantee that:

- (a) as at the date of this deed:
 - (i) the Responsible Entity is the only responsible entity of the Trust;
 - (ii) the Responsible Entity has the power to enter into this deed and perform its Obligations under this deed in its capacity as responsible entity of the Trust;
 - (iii) the Responsible Entity has all authorisations necessary to enter into this deed, including without limitation, all authorisations under the Constitution and the constitution of the Responsible Entity;
 - (iv) this deed has been duly executed by the Responsible Entity and granted pursuant to and in proper and lawful exercise of the

rights and powers of the Responsible Entity under the Constitution and for the purpose of the Trust;

- (v) there is no limitation on the Responsible Entity's right of indemnity against the assets of the Trust other than those limitations:
 - (1) contained in the Constitution;
 - (2) required by section 601GA of the Corporations Act, as that section stands at the date of this deed; or
 - (3) which apply by operation of law; and
- (b) the Responsible Entity has not agreed, nor will it agree, to any other limitations of the Responsible Entity's right of indemnity against the assets of the Trust in respect of Obligations incurred by it under this deed other than those limitations which arise by operation of law.

SIGNED AS A DEED ON 17 July 2009

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL
TERRITORY
in the presence of:

.....
Signature of witness

.....
Print name

)
)
)
) Delegate of the Australian Capital
Territory

.....
Print name GARY JOHN BYLES
CHIEF EXECUTIVE
DEPARTMENT OF TERRITORY AND
MUNICIPAL SERVICES

SIGNED SEALED AND
DELIVERED for an on behalf of
WESTFIELD MANAGEMENT
LIMITED ACN 001 670 579 by its
duly appointed Attorney

(Name)
GREGORY JOHN MILES

under Power of Attorney dated

(Date)
2 November 2007

REC. NO. 0135090

Who hereby states that he/she has no
notice of revocation of the said Power
before me:

.....
Signature of witness

Mark Peter Burton

Name of witness (block letters)

.....
Signature of Attorney

**SIGNED SEALED AND
DELIVERED** for and on behalf of
P.T. LIMITED ACN 004 454 666
by its duly appointed Attorneys

(Name)

(Name)

under Power of Attorney dated

(Date) 12/03/02

REG. No. 124848

Who each hereby state that he/she
has no notice of revocation of the
said Power before me:

Signature of witness

Venessa Milica

Name of witness (block letters)

Note:

- Date:** Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Individual:** Must be signed by the individual Recipient and witnessed.
- Incorporated Association:** Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Emma Kathryn Teday

Senior Manager

Signature of Attorney

Christopher Ringland

Team Leader

Signature of Attorney

This and the following 1 page constitute the Annexed Plan referred to in
Clause 1 of the Deed of Easement In Gross between:

Westfield Management Limited
ACN 001 670 579

AND

PT Limited
ACN 004 454 666

AND

The Australian Capital Territory

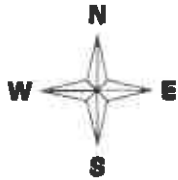
Over Volume ~~1878~~ Folios ~~3~~ and ~~4~~
1909 37 38

Q P

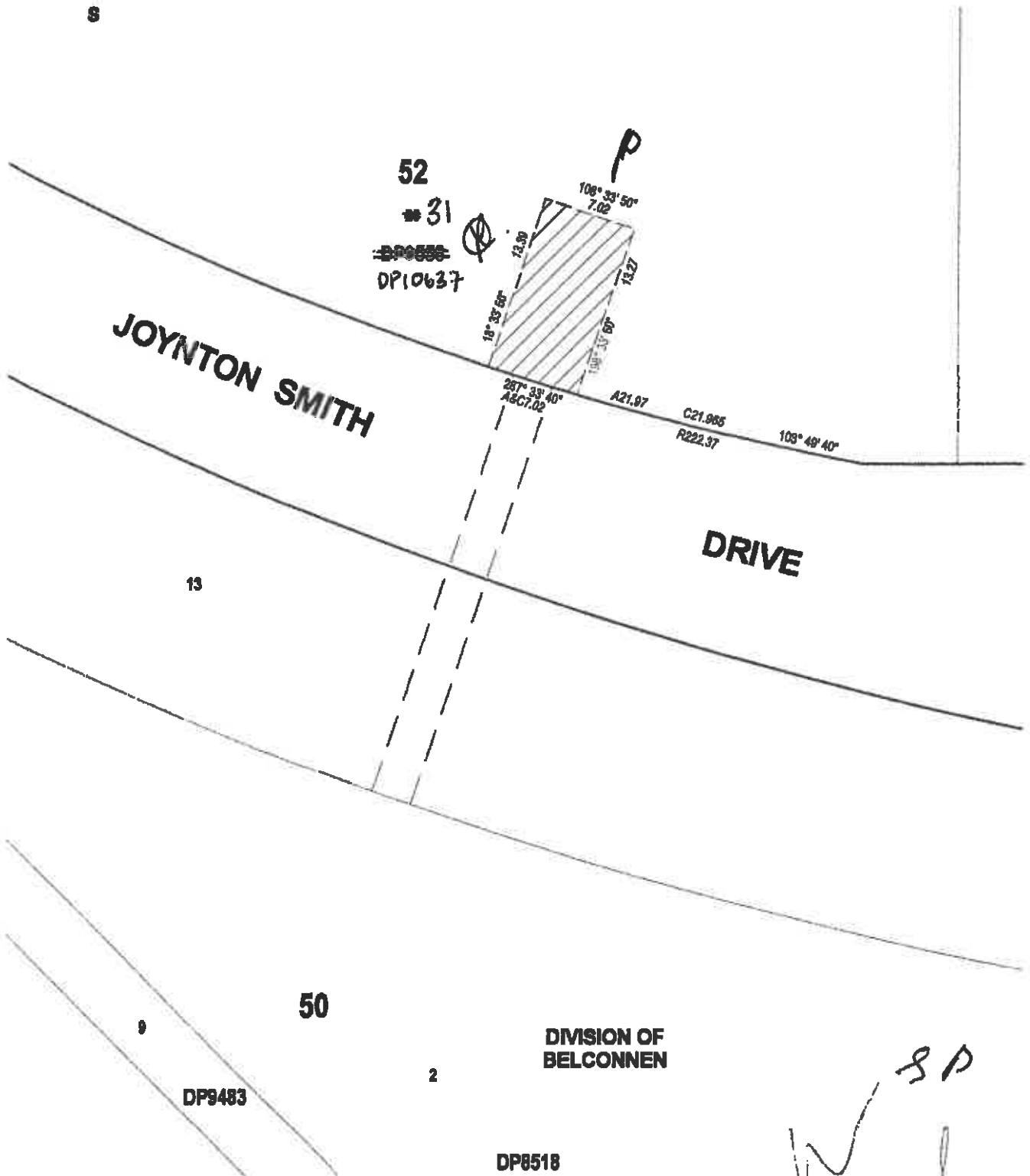
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8



PLAN OF EASEMENT FOR CONSTRUCTING, SUPPORTING, MAINTAINING AND REMOVING THE FOOTBRIDGE



Scale 1:400

NOTE : DIMENSIONS SUBJECT TO SURVEY

Legend



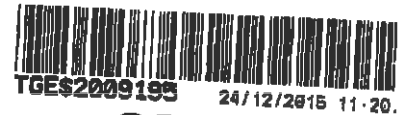
Easement



ACT
Government

Justice and Community Safety

OFFICE OF RE
ACT Justice and Commun



2009195

TRANSFER AND GRANT OF EASEMENT

Form 080 - TGE

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Minter Ellison	GPO Box 369 Canberra Act 2601	02 6225 3786

TITLE AND LAND DETAILS SERVIENT TENEMENT / GRANTOR

Volume & Folio	District/Division	Section	Block	Unit
2139:93 2139:79	Belconnen	52	35	

TITLE AND LAND DETAILS DOMINANT TENEMENT / GRANTEE

Volume & Folio	District/Division	Section	Block	Unit
2139: 94 2139: 95	Belconnen	52	37	

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

Scentre Management Limited ACN 001 670 579 of 85 Castlereagh Street, Sydney New South Wales 2000
RE1 Limited ACN 145 743 862 of 85 Castlereagh Street, Sydney New South Wales 2000

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

Azalea Property Holdings Pty Limited ACN 603 083 361 of Unit 72, 71 Giles Street Kingston Australian Capital Territory 2604

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

Easement for access

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

The applicant/s (grantor – servient tenement) hereby apply to transfer and grant an easement as described briefly below and in the attached plan – The Grantor grants to the Grantee, its employees, contractors, sublessees or other occupiers and invitees the right to pass and repass with or without vehicles across, over and along that part of the Servient Tenement as outlined in "Proposed Easement for Access 21.3 wide and variable width" on Deposited Plan No 11211 as substantially set out at Annexure 1.

CONSENTING PARTY – SUPPORTING DOCUMENTATION

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

RECITAL DOCUMENT

☒ Please complete and attach the recital document

DATE

11 December 2015

EXECUTION BY GRANTOR / SERVIENT TENEMENT

Print full name of grantor / servient tenement

Executed by Scentre Management Limited ACN 001 670 579 In accordance with Section 127 of the Corporations Act 2001 (Cth):

Signature of director

Peter Allen

Signature of director/company secretary

Paul Givoni

Signature or common seal of grantor / servient tenement

Print full name and address of witness

Executed by RE1 Limited ACN 145 743 862 In accordance with Section 127 of the Corporations Act 2001 (Cth):

Signature of director

Peter Allen

Signature of director/company secretary

Paul Givoni

Signature of witness

EXECUTION BY GRANTEE / DOMINANT TENEMENT

Print full name of grantee / dominant tenement

Executed by Azalea Property Holdings Pty Limited ACN 603 083 361 In accordance with Section 127 of the Corporations Act 2001 (Cth):

Signature of director

Anthony Tokich
Sole Director

Signature of director/company secretary

Signature or common seal of grantee / dominant tenement

Print full name and address of witness

SHARAH CLARE MARZEE
LEVEL 10, 2 PHILLIP HWY ST
CANBERRA ACT 2601.

Signature of witness

OFFICE USE ONLY			
Lodged by	<i>Am</i>	Certificate of title lodged	<i>Perm Prod.</i>
Data entered by	<i>DK</i>	Certificates attached to title	
Registered by	<i>m</i>	Attachments / Annexures	<i>Ann 2x Consent</i>
Registration date	18 JAN 2016	Consent form attached	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
2139:93 & 2139:79	Belconnen	52	35	
	Belconnen	52	37	

ANNEXURE TO (Insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
TGE	15

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)

Scentre Management Limited ACN 001 670 579
RE1 Limited ACN 145 743 862
Azalea Property Holdings Pty Limited ACN 603 083 361



**Scentre Management Limited ACN 001 670 579
RE1 Limited ACN 145 743 862**

and

Azalea Property Holdings Pty Limited ACN 603 083 361

Transfer and grant of easement

**Blocks 35 and 37 Section 52 Division of Belconnen
Australian Capital Territory**

**Moullis Legal
6/2 Brindabella Circuit
Brindabella Business Park
Canberra International Airport
ACT Australia 2609
Telephone +61 2 6163 1000
Facsimile +61 2 6162 0606
DM:LG**

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Transfer and grant of easement

Date of Deed	
Grantor	<p>Scentre Management Limited ACN 001 870 579 85 Castlereagh Street Sydney New South Wales 2000</p> <p>RE1 Limited ACN 145 743 862 85 Castlereagh Street Sydney New South Wales 2000</p>
Grantee	<p>Azalea Property Holdings Pty Limited ACN 603 083 361 Unit 72, 71 Giles Street Kingston Australian Capital Territory 2604</p>
Dominant Tenement	Block 37 Section 52 Division of Belconnen Australian Capital Territory
Servient Tenement	Block 35 Section 52 Division of Belconnen Australian Capital Territory
Governing Law	Australian Capital Territory
Recitals	<p>A The Grantor is the Crown lessee of the Servient Tenement.</p> <p>B The Grantee is the Crown lessee of the Dominant Tenement.</p> <p>C The Grantor grants to the Grantee the easement and rights on the terms contained in this Deed.</p>

Operative Part

1 Definitions and interpretation

1.1 Definitions

Unless the contrary intention appears:

- (a) "Business Day" means a day on which banks are open for business in the Australian Capital Territory, excluding Saturdays, Sundays or public holidays;
- (b) "Deed" means this Deed and unless the context otherwise requires, includes any schedules, annexures and attachments to this Deed;
- (c) "Easement" means the easement and associated rights granted by the Grantor to the Grantee pursuant to this Deed;
- (d) "Tax Invoice" means and includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit;
- (e) "Titles Office" means the land title registration office in the Australian Capital Territory.

1.2 Interpretation

- (a) In this Deed, unless the context otherwise requires:
 - (1) headings and bold type are for convenience only and do not affect the interpretation of this Deed;
 - (2) the singular includes the plural and the plural includes the singular;
 - (3) words of any gender include all genders;
 - (4) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
 - (5) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any authority as well as an individual;
 - (6) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Deed and a reference to this Deed includes any schedule, attachment and exhibit;
 - (7) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2(a)(7) implies that performance of part of an obligation constitutes performance of the obligation;
 - (8) a reference to a statute, regulation, proclamation or by law includes all statutes, regulations, proclamations or by laws preceding, amending, consolidating or replacing it, whether passed by the same or another authority with legal power to do so, and a reference to a statute includes all regulations, proclamations and by laws issued under that statute;

- (9) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (10) a reference to a document includes any contract in writing, or any certificate, notice, deed, instrument or other document of any kind;
 - (11) a reference to a party to a document includes that party's successors and permitted assignees;
 - (12) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits; and
 - (13) a reference to a body, other than a party to this Deed (including an institute, association or authority), whether statutory or not which ceases to exist, or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (b) No provision of this Deed will be construed adversely to a party because that party was responsible for the preparation of this Deed or that provision.

1.3 Inclusive expressions

Specifying anything in this Deed after the words "include" or "for example" or similar words does not limit what else is included.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

1.5 Joint and several

A representation, warranty, promise, covenant or agreement given by or on behalf of two or more persons binds them jointly and each of them severally.

1.6 Exclusion of implied covenants and powers

The covenants and powers that may be implied by law do not apply to, and are not implied in, this Deed except insofar as they or some part of them is included in the covenants contained in this Deed.

1.7 Covenants and agreements

The terms in this Deed are covenants and agreements between:

- (a) the Grantee, every person who is entitled to an estate or interest in possession of the Dominant Tenement or any part of it with which the right is capable of enjoyment; and
- (b) the Grantor, every person who is entitled to an estate or interest in possession of the Servient Tenement or any part of it with which the right is capable of enjoyment.

and the parties intend that the benefit and burden of those covenants and agreements are and will be annexed to and will pass with the titles of the Dominant Tenement and the Servient Tenement.

1.8 Body which ceases to act

A reference in this Deed to any person or body which:

- (a) is replaced, is a reference to the body or person that replaces it; or
- (b) ceases to exist, is a reference to the body or person which has substantially the same objects as that body or person.

2 Easement

2.1 Grant

The Grantor grants to the Grantee, its employees, contractors, sublessees or other occupiers and invitees the right to pass and repass with or without vehicles across, over and along that part of the Servient Tenement as outlined in "Proposed Easement for Access 21.3 wide and variable width" on Deposited Plan No 11211 as substantially set out at Annexure 1.

2.2 Requirements when exercising rights

In exercising a right in clause 2.1 the Grantee must:

- (a) comply with the security or other requirements or arrangements as required by the Grantor;
- (b) cause as little interference as is reasonably practicable to the Grantor and other users of the Servient Tenement and any improvements on it;
- (c) cause as little damage as is reasonably practicable to the Servient Tenement and any improvements on it and must promptly make good any damage caused to the Grantor's reasonable satisfaction.

2.3 Duration

This Deed has effect from the Date of this Deed and continues to have effect until extinguished or terminated by the parties in accordance with clause 4.2.

2.4 Variation

A variation of any term of this Deed must be in writing and signed by the Parties.

2.5 Ownership

The structures, infrastructure or utilities on the Servient Tenement that exclusively benefit or relate to the Servient Tenement are (subject to any rights of a licensed utility) and will remain the property of the Grantor.

3 Indemnity and release

3.1 Indemnity

The Grantee is liable for and indemnifies the Grantor against any liability or loss arising from, and costs incurred in connection with:

- (a) damage, loss, injury or death to the extent caused or contributed to by the Grantee or the Grantee's agents, servants, contractors or assigns except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Grantor or the Grantor's agents, servants, contractors or assigns;
- (b) the Grantor doing anything the Grantee must do under this Deed but which it has not done within a reasonable time or which the Grantor reasonably considers the Grantee has not done properly;
- (c) a breach of this Deed by the Grantee, its agents, servants, contractors or assigns.

3.2 Release

The Grantee releases the Grantor from, and agrees the Grantor is not liable for, liability or loss arising from, and costs incurred in connection with:

- (a) the improvements on the Dominant Tenement, their erection, maintenance or use;
- (b) damage, loss, injury or death in, on, about or concerning the improvements on the Dominant Tenement except to the extent that such damage, loss, injury or death is caused by the negligent act or omission of the Grantor or the Grantor's agents, servants, contractors or assigns; or
- (c) anything the Grantor is required or permitted to do under this Deed.

3.3 Grantor may rectify

After giving the Grantee reasonable notice, the Grantor may at the cost of the Grantee do anything which the Grantee, its agents or servants should have done under this Deed but which they have not done within a reasonable time or which the Grantor reasonably considers they have not done properly.

4 Registration

4.1 Registration of easement

- (a) Within 10 Business Days from the Date of this Deed, the Grantee must procure registration of the Easement with the Titles Office.
- (b) The Grantor undertakes to do all things necessary to ensure that the Grantee is enabled to register the Easement over the title to the Servient Tenement and the Dominant Tenement.
- (c) Without limiting clause 4.1(b) the Grantor shall produce any certificate of title, mortgage, security or other document which is required to be produced to the Titles Office.

- (d) The Grantor shall obtain any consent or endorsement required for registration including but not limited to the consent of any subtenant, mortgagee or caveator.

4.2 Registration of surrender or extinguishment of easement

- (a) Upon the expiry or termination of this Deed the Grantee and the Grantor will do all things necessary to ensure registration of the surrender or extinguishment of the Easement.
- (b) Without limiting clause 4.2(a) the Grantor and the Grantee shall execute in registrable form any memorandum or document which is required to be executed for the purpose of recording the surrender or extinguishment of the Easement.

4.3 Surrender of Crown lease

If either party surrenders its Crown lease in respect of the Servient Tenement or the Dominant Tenement, the parties must grant or accept (as the case requires) new easements substantially in the form of this Deed and register, or do all things reasonably necessary to effect registration (as the case requires) of the new easements.

4.4 Costs and expenses

- (a) Subject to clause 4.4(b), each party must bear its own costs of and incidental to the preparation and completion of this Deed.
- (b) The Grantee is responsible for all registration fees in respect of procuring registration of the Easement as required at clause 4.1(a).

5 GST

5.1 Recovery of GST

If a supply under this Deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

5.2 Time of payment

The additional amount is payable at the same time as the consideration of the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

5.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

5.4 Reimbursement

If a party is entitled to be reimbursed or indemnified under this Deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

6 Capacity and liability – Scentre Management Limited

6.1 Interpretation

All provisions of this Deed will have effect and be applied subject to this clause. For the purpose of this clause:

- (a) "assets" includes all assets, property and rights real or personal of any nature whatsoever.
- (b) "Constitution" means the constitution of the Trust dated 18 November 2003 as varied by amending deeds from time to time.
- (c) "Obligations" means all obligations and liabilities of whatsoever kind undertaken or incurred by, or devolving upon the Responsible Entity, under or in respect of this Deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever.
- (d) "Trust" means the Scentre Sub Trust I constituted by or pursuant to the Constitution.
- (e) "Trustee" means the Scentre Management Limited (ACN 001 670 579) or such other party as is the trustee (and includes the custodian or responsible entity for the time being of any managed investment scheme registered or to be registered pursuant to chapter 5C of the Corporations Act 2001) for the time being and from time to time duly appointed under or in respect of the Trust.

6.2 Limitation of liability

- (a) The Trustee enters into this Deed only in its capacity as Trustee of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of liability applies despite any other provision of this Deed and extends to all Obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (b) The parties other than the Trustee may not sue the Trustee in any capacity other than as Trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the property of the Trust).
- (c) The Trustee is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Trustee's liability is limited in the same manner as set out in clause 6.2(a) and 6.2(b).
- (d) No attorney, agent, receiver or receiver and manager appointed in accordance with this Deed has authority to act on behalf of the Trustee in a way which exposes the Trustee to any liability.
- (e) The provisions of this clause shall not apply to any Obligation of the Trustee to the extent that it is not satisfied because, under the Constitution or by operation of law, there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

7 Capacity and liability – RE1 Limited

7.1 Interpretation

All provisions of this Deed will have effect and be applied subject to this clause. For the purpose of this clause:

- (a) "assets" includes all assets, property and rights real or personal of any nature whatsoever;
- (b) "Constitution" means a trust deed dated 28 November 2001 as varied by amending deeds from time to time;
- (c) "Obligations" means all obligations and liabilities of whatsoever kind, undertaken or incurred by, or devolving upon the Responsible Entity under or in respect of this Deed or any deed, agreement or other instrument collateral herewith or given or entered into pursuant hereto whether express or implied by statute or other legal requirements or arising otherwise howsoever;
- (d) "Responsible Entity" means RE1 Limited (ACN 145 743 862) or such other party as is for the time being the responsible entity of the Trust; and
- (e) "Trust" means the Scentre Group Trust 2 constituted by or pursuant to the Constitution.

7.2 Limitation of liability

- (a) The Responsible Entity enters into this Deed only in its capacity as responsible entity of the Trust and in no other capacity. A liability arising under or in connection with this Deed is limited to and can be enforced against the Responsible Entity only to the extent to which it can be satisfied out of property of the Trust out of which the Responsible Entity is actually indemnified for the liability. This limitation of liability applies despite any other provision of this Deed and extends to all Obligations of the Responsible Entity in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed.
- (b) The parties other than the Responsible Entity may not sue the Responsible Entity in any capacity other than as responsible entity of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Responsible Entity, or prove in any liquidation, administration or arrangement of or affecting the Responsible Entity (except in relation to property of the Trust).
- (c) The Responsible Entity is not obliged to do or refrain from doing anything under this Deed (including, without limitation, incur any liability) unless the Responsible Entity's liability is limited in the same manner as set out in subclauses 7.2(a) and 7.2(b).
- (d) No attorney, agent, receiver or receiver and manager appointed has authority to act on behalf of the Responsible Entity in a way which exposes the Responsible Entity to any liability.
- (e) The provisions of this clause shall not apply to any Obligation of the Responsible Entity to the extent that it is not satisfied because, under the Constitution or by operation of law, there is a reduction in the extent of the Responsible Entity's indemnification out of the assets of the Trust as a result of the Responsible Entity's fraud, negligence or breach of trust.

Annexure 1

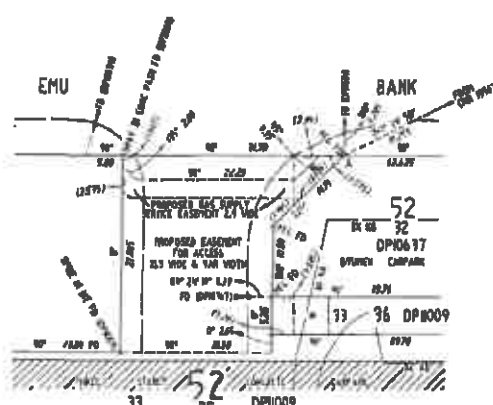
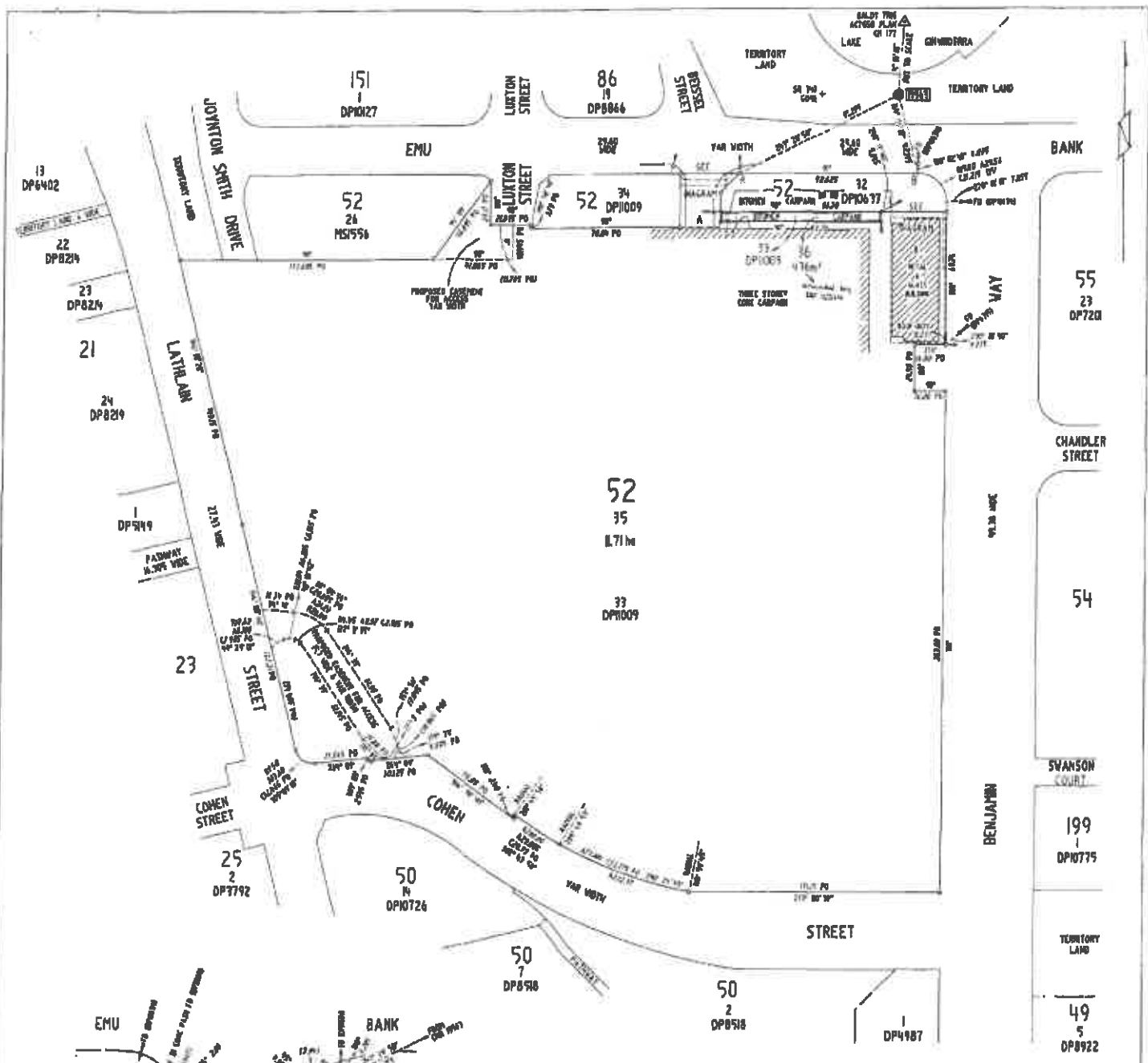


DIAGRAM A
NOT TO SCALE

- PROPOSED SEWERAGE SERVICE EASEMENT 5' WIDE AND 10' DEEP LAYERS IN FRONT TO BE 10' WIDE AND 10' DEEP
- PROPOSED SEWERAGE EASEMENT 10' WIDE

NOTE: REDUCED LEVELS ARE ON THE AUSTRALIAN HEIGHT DATUM
ORIGIN OF LEVELS ON 1752 0.70440 AND 1752 0.1972470



ALL EXAMINATIONS ARE 2.4 METRE WIDE
(Except as otherwise shown)

ARTICLES AND STRIPS
FIELD MARKS: PL 10
DATE: 29-5-2013

REPORT LODGED WITH THE SURVEYOR-GENERAL OF THE ACT

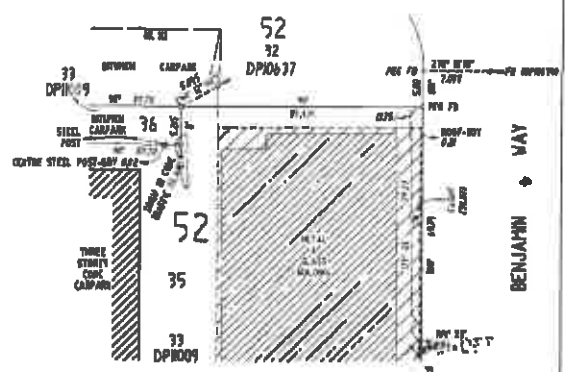


DIAGRAM B
NOT TO SCALE

I, MICHAEL MOLAN LANE, of Canberra Territory, PVT LTD, a company registered under the Companies Act 1967, hereby certify that the survey represented on this plan is accurate and fully complies with the Survey Act 1967 and has been made in accordance with the Surveyors Practice Direction and was completed on 20 JANUARY 2017.

Signed: *Michael Molan Lane* 29-5-13
Surveyor registered under the Surveyors Act 1967

I certify that the plan is the plan prepared in accordance with the Survey Act 1967.

Signed: *Michael Molan Lane* 29-5-2013
Surveyor-General of the ACT

PLAN OF
BLOCKS 35 & 36 SECTION 52
BEING A SUBDIVISION OF BLOCK 33

DIVISION: BELCONNEN
DISTRICT: BELCONNEN
AUSTRALIAN CAPITAL TERRITORY
SCALE 1:1000





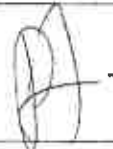

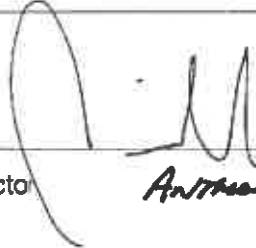
Deposited in the office of the Registrar of Titles at Canberra in the month of May 2013.

Signed: *Michael Molan Lane*
Surveyor (Registered)
Deputy Registrar-General

DEPOSITED PLAN
11211
ARTICLE 100001

Signing page

Executed as a Deed:

<p>Signed for and on behalf of Scentre Management Limited ACN 001 670 579 in accordance with Section 127(1) of the <i>Corporations Act 2001</i>:</p>	<div data-bbox="1050 557 1125 728"></div> <div data-bbox="874 712 1315 754"> Director Peter Allen </div> <div data-bbox="901 779 1220 907"></div> <div data-bbox="869 891 1415 945"> Director/Company Secretary Paul Givgni </div>
<p>Signed for and on behalf of RE1 Limited ACN 145 743 862 in accordance with Section 127(1) of the <i>Corporations Act 2001</i>:</p>	<div data-bbox="1077 949 1189 1097"></div> <div data-bbox="869 1102 1364 1149"> Director Peter Aller </div> <div data-bbox="885 1176 1252 1288"></div> <div data-bbox="869 1272 1436 1330"> Director/Company Secretary Paul Givgni </div>
<p>Signed for and on behalf of Azalea Property Holdings Pty Limited ACN 603 083 361 in accordance with Section 127(1) of the <i>Corporations Act 2001</i>:</p>	<div data-bbox="933 1332 1189 1579"></div> <div data-bbox="869 1496 1431 1536"> Director Anthony Tomicich </div> <div data-bbox="869 1682 1208 1718"> Director/Company Secretary </div>

DP 3172

DP10726

50
7
DP8518

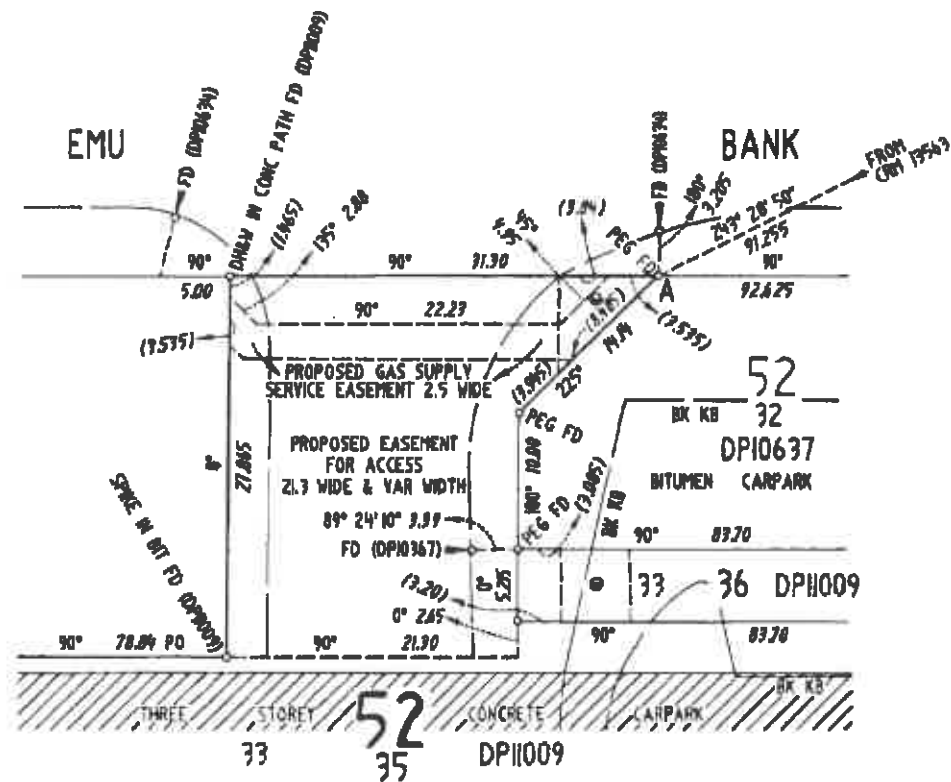


DIAGRAM A
NOT TO SCALE

- PROPOSED SEWERAGE SERVICE EASEMENT 5 WIDE AND VAR WIDTH LIMITED IN HEIGHT TO RL 585.00 AND
- P PROPOSED SEWERAGE EASEMENT VAR WIDTH

NOTE: REDUCED LEVELS ARE ON THE AUSTRALIAN HEIGHT DATUM

AMENI
AMENI
AMENI
AMENI



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

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

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Moulis Legal Alister Ellison	6/2 Brindabella Circuit, Brindabella Business Park, Canberra International Airport 2609 GPO Box 369 Canberra	02 6163 1000 6 225 378 6

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
2139:79	Belconnen	52	35	

FULL NAME OF CONSENTING PARTY

(Surname Last) (ACN required for all companies)

Scentre Management Limited ACN 001 670 579

CONSENT TO REGISTER

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

Transfer and Grant of Easement (Form 080 – TGE) to Azalea Property Holdings Pty Limited ACN 603 083 361

EXECUTION

<p>Print full name of Consenting Party</p> <p>Scentre Management Limited ACN 001 670 579 by its Attorneys pursuant to Power of Attorney No 0142999 registered in the Office of the Registrar-General, Australian Capital Territory, who hereby states that he/she has no notice of the revocation of the said Power of Attorney</p> <hr/> <p><i>[Signature]</i></p> <p>Signature of attorney</p> <hr/> <p>JOHN PAPAGIANNIS</p> <hr/> <p>Name and position of attorney (print)</p> <hr/> <p><i>[Signature]</i></p> <p>Signature of attorney</p> <hr/> <p>Caroline Currie</p> <hr/> <p>Name and position of attorney (print)</p> <hr/> <p>Signature or common seal of Consenting Party</p> <hr/> <p>Dated - 11 December 2015</p>	<p>Print full name and address of witness</p> <hr/> <p><i>[Signature]</i></p> <p>Signature of witness</p> <hr/> <p>Mark Peter Burton Solicitor</p> <hr/> <p>Name of witness (print) 85 Castlereagh Street Sydney NSW 2000</p> <hr/> <p>Address of witness (print)</p> <hr/> <p>Signature of witness</p> <hr/> <p>Dated - 11 December 2015</p>
---	---

OFFICE USE ONLY			
Lodged by	<i>AM.</i>	Registered by	
Data entered by	<i>RP</i>	Registration Date	



ACT
Government

Justice and Community Safety

LAND TITLES
OFFICE OF REGULATORY SERVICES
ACT Justice and Community Safety Directorate

CONSENT TO REGISTER

Form 042 - C

Land Titles Act 1925

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

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Moult Legal Moult Legal Moult Legal	6/2 Brindabella Circuit, Brindabella Business Park, Canberra International Airport 2609 GPO Box 369 Canberra	02 6165 1000 02 6225 1706

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	Unit
2139:93	Belconnen	52	35	

FULL NAME OF CONSENTING PARTY

(Surname Last) (ACN required for all companies)

RE1 Limited ACN 145 743 862

CONSENT TO REGISTER

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

Transfer and Grant of Easement (Form 080 – TGE) to Azalea Property Holdings Pty Limited ACN 603 083 361

EXECUTION

Print full name of Consenting Party

RE1 Limited ACN 145 743 862 by its Attorneys pursuant to Power of Attorney No 0143000 registered in the Office of the Registrar-General, Australian Capital Territory, who hereby states that he/she has no notice of the revocation of the said Power of Attorney

Signature of attorney



JOHN PAPAGIANNIS

Name and position of attorney (print)



Signature of attorney

Caroline Currie

Name and position of attorney (print)

Signature or common seal of Consenting Party

Dated - 11 December 2015

Print full name and address of witness



Signature of witness

Mark Peter Burton
Solicitor
85 Castlereagh Street
Sydney NSW 2000

Name of witness (print)

Address of witness (print)

Signature of witness

Dated - 11 December 2015

OFFICE USE ONLY

Lodged by

Registered by

Data entered by

Registration Date



**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	37	Section	52	Suburb	BELCONNEN
------	---	-------	----	---------	----	--------	-----------

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) ☐ (X) ()

Certificate Number:

Dated:

4. Has an application for Subdivision been received under the Unit Titles Act? (see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004? (see report)
6. If an application has been determined, is the land subject to a Preliminary Assessment, an Assessment or an Enquiry under Part IV of the Land Act 1991, or an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007? (see report)
7. Has a development application been received, or approval granted for development under the Land Act 1991, or the Planning & Development Act 2007 in respect of the Land? (see report)
8. Has an application been received or approved for Dual Occupancy? (applications lodged prior to 2 April 1992 will not be included) (see report)
9. Has an Order been made in respect of the Land pursuant to Section 254, 254A, 255 and 256 of the Land Act 1991 or Part 11.3 of the Planning & Development Act 2007? (see report)
- 10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land? (see report)

Customer Service Centre

Date: 09-MAR-17 12:10:02

Applicant's Name :

Sullivan, Sharon

E-mail Address :

ssullivan@claytonutz.com

Client Reference :

SS 80183801 Azalea Property Hldgs

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

09-MAR-2017 12:10

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

Page 1 of 12

INFORMATION ABOUT THE PROPERTY

BELCONNEN Section 52/Block 37

Area(m2): 2,690.7

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

Heritage Status: Nil.

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

09-MAR-2017 12:10

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

Page 2 of 12

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201629800 **Lodged** 19-JUL-16 **Type** See Subclass

-- Application Details

Description

MIXED USE-COMMERCIAL-226 RESIDENTIAL UNITS. Proposed eighteen (18) and twenty four (24) storey towers above a podium base with mixed use development. Restaurant space at ground floor level with four levels of podium car parking and 226 residential apartments above.

-- Site Details

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	37-37	

-- Involved Parties

Role	Name
Lessee	Azalea Property Holdings P/L
Applicant	Canberra Town Planning Pty Ltd
Representor	Trott, G
Representor	Perry, M

-- Activities

Activity Name	Status
Merit Track	Approval Conditional

Application DA201323238 **Lodged** 01-MAR-13 **Type** See Subclass

-- Application Details

Description

Alterations to external facade of shop 112A including the installation of a sign at Westfield Belconnen. The alterations are for the establishment of a cafe' within the existing and already established Westfield Belconnen shopping centre.

-- Site Details

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	33-33	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

-- Involved Parties

Role	Name
Lessee	Westfield Management Limited
Lessee	Rel Limited
Applicant	Cbre (V) Pty Limited

-- Activities

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

09-MAR-2017 12:10

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

Page 3 of 12

Application DA201222372 **Lodged** 21-SEP-12 **Type** See Subclass

-- Application Details

Description

MIXED USE - LEASE VARIATION - 9 COMMERCIAL TENANCIES - 319 RESIDENTIAL UNITS. Lease variation please see Development Application form for full details. Proposed construction of a 23 storey, mixed use development on Block 32 consisting of 1 restaurant unit, 1 retail unit and 4 office units on the ground floor, 4 levels of podium parking and 223 residential units.

Proposed construction of a 12 Storey, mixed use development on Block 34 consisting of 1 office/agency unit and 2 office units on the ground floor, 3 levels of podium parking and 96 residential units.

-- Site Details

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	32-32	
Belconnen	Belconnen	52	33-33	
Belconnen	Belconnen	52	34-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

-- Involved Parties

Role	Name
Representor	Christopher Watson
Lessee	Westfield Management Limited
Lessee	Re1 Limited
Applicant	May & Russell Architects
Representor	Robyn Coghlan
Representor	Jack Kershaw
Representor	Greg Hutchison
Representor	Paul Barnes

-- Activities

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
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Application DA201221672 **Lodged** 02-MAY-12 **Type** See Subclass

— Application Details —

Description

COMMERCIAL - ALTERATIONS - WESTFIELD SHOPPING CENTRE. Modification to redundant mall entry to enable construction of internal storage rooms.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	33-33	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Lessee	Wesfield Management Limited
Applicant	Cbre (V) Pty Limited

— Activities —

Activity Name	Status
Merit Track	Approved

Application DA201018944 **Lodged** 05-NOV-10 **Type** See Subclass

— Application Details —

Description

SIGNAGE-WESTFIELD BELCONNEN-Tenant signage zone master plan for Westfield Belconnen

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	31-31	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Lessee	Westfield Management Ltd
Applicant	Cb Richard Ellis

— Activities —

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201018901 **Lodged** 07-OCT-10 **Type** See Subclass

— Application Details —

Description

COMMERCIAL - WESTFIELD - LEASE VARIATION - To subdivide block 7 and part block 31 section 52 Belconnen to create a new block. Reduce the maximum gross floor area of the block by 10,000 square metres. Vary resultant lease to include commercial accommodation use.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	7-7	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Lessee	Westfield Management Limited
Lessee	P.T. Limited
Applicant	Cb Richard Ellis

— Activities —

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Approval Conditional



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Application DA200811702 **Lodged** 13-JUN-08 **Type** See Subclass

— Application Details —

Description

NONR - Commercial. PROPOSED WESTFIELD BELCONNEN MALL EXTENSION WITH ASSOCIATED CARPARK AS PER ATTACHED DRAWINGS.

PROPOSED BUS STATION INTEGRATION AS PER THE ATTACHED DRAWINGS & BELCONNEN TOWN CENTRE STUDY REPORT. BENJAMIN WAY STREETSCAPE IMPROVEMENT PLAN.

The proposal includes subdivision of Block 4 Section 52 into 2 blocks, consolidation of part Block 4 Section 52 with Blocks 9, 10, 20, 25, 27 Section 52 Belconnen and Block 4 Section 50 and part Block 6 Section 50 Belconnen and unleased Territory land.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	50	4-4	
Belconnen	Belconnen	50	6-6	
Belconnen	Belconnen	50	8-8	
Belconnen	Belconnen	50	10-10	
Belconnen	Belconnen	50	11-13	
Belconnen	Belconnen	50	14-14	
Belconnen	Belconnen	52	7-7	
Belconnen	Belconnen	52	9-9	
Belconnen	Belconnen	52	10-10	
Belconnen	Belconnen	52	20-20	
Belconnen	Belconnen	52	25-25	
Belconnen	Belconnen	52	27-27	
Belconnen	Belconnen	52	28-28	
Belconnen	Belconnen	52	29-30	
Belconnen	Belconnen	52	29-30	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
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Application DA200811702 **Lodged** 13-JUN-08 **Type** See Subclass

Applicant Cb Richard Ellis
Lessee Pt Limited
Lessee Westfield Management Limited
Representor Classic Carwash
Representor Ndh Property Services
Representor George Katheklakis

-- Activities

Activity Name

Merit Track

Status

Approval Conditional

Application DA200705810 **Lodged** 30-NOV-07 **Type** Non-residential

-- Application Details

Description

NONR COMMERCIAL - New steam power cash wash - waterless car wash facility within Belconnen Westfield, car wash operation within the building of shop 22a previously used as a nursery. New fitout within the building, exterior signage of traffic management. This is minor alteration to the existing non-residential building.

-- Site Details

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	20-20	22
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

-- Involved Parties

Role

Applicant

Lessee

Name

Triple Gems Enterprise P/L

Westfield Shopping Centre Mana

-- Activities

Activity Name

Da - Public Notification

Status

Approval Conditional



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Application DA200502801 **Lodged** 05-JUL-05 **Type** Non-residential

— Application Details —

Description

New Internal fitout of office/bank, external ATM and signage and some external shopfront modifications.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	9-9	
Belconnen	Belconnen	52	10-10	
Belconnen	Belconnen	52	20-20	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Applicant	Rhonan O'Brien Architects

— Activities —

Activity Name	Status
Da - No Notification	Approved



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Application DA200502619 **Lodged** 10-JUN-05 **Type** Non-residential

— Application Details —

Description

Demolition of existing shopfront and infill of external niche, enclosure of niche with block wall

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	20-20	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Applicant	May & Russell Architects
Lessee	Pt Limited

— Activities —

Activity Name	Status
Da - No Notification	Approved

Application DA200405481 **Lodged** 16-NOV-04 **Type** Non-residential

— Application Details —

Description

Erect a colour-bond garage in existing Northern Carpark to use as car sound ba for JB Hi Fi

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	9-9	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Lessee	Westfield Shopping Centre
Applicant	Jb Hi Fi Group

— Activities —

Activity Name	Status
Da - No Notification	Approved



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Application DA200404977 **Lodged** 19-OCT-04 **Type** Sign

— Application Details —

Description

The erection of 2 illuminated signage panels on the facade of the Westfield Belconnen Shopping Centre.

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	20-20	97
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role

Name

Applicant

Jb Hi Fi Group

— Activities —

Activity Name

Da - No Notification

Status

Approved

Application DA200400924 **Lodged** 05-MAR-04 **Type** Non-residential

— Application Details —

Description

Commercial - Proposed automatic payment machine receiving booths

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	20-20	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role

Name

Contact

David Poidevin

— Activities —

Activity Name

Da - No Notification

Status

Approval Conditional



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Application DA20026606 **Lodged** 13-DEC-02 **Type** Non-residential

— Application Details —

Description

Westfield Belconnen - Car wash facility in existing multi storey carpark (loss of 11 car parking spaces) and signage

— Site Details —

District	Division	Section	Block(s)	Unit
Belconnen	Belconnen	52	20-20	
Belconnen	Belconnen	52	31-32	
Belconnen	Belconnen	52	33-34	
Belconnen	Belconnen	52	35-36	
Belconnen	Belconnen	52	37-37	

— Involved Parties —

Role	Name
Applicant	Westfield Management Limited
Lessee	Westfield Management Limited
Contact	Wotton

— Activities —

Activity Name	Status
Da - (Dap)	Withdrawn

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
52	34	201629672	MIXED USE-COMMERCIAL-100 RESIDENTIAL UNITS. Proposed thirteen (13) storey mixed use development. Restaurant space at ground floor level with three levels of podium car parking and 100 residential apartments above.	Active	

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



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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/nl/2008-27/current/default.asp>

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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

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

INCLUSIONS & SPECIFICATIONS

COMMON AREAS & BUILDING SERVICES, AMENITIES & FINISHES

STRUCTURE	Reinforced concrete & masonry
EXTERNAL WALLS	Reinforced concrete (pre-cast finish) / glazing / aluminium composite panel / cladding and other finishes to Architect's detailed design
FLOOR	Reinforced concrete suspended slab
ROOF	To Architect's detailed design Insulation to ceiling of all top floor apartments as required by BCA
LANDSCAPING	To Landscape Architect's detailed design
CORRIDORS AND LOBBIES	Floor finish, wall finish, lighting and features to Architect's detailed design including floor tiles and carpet
LIFTS	Lifts servicing all floors and basement as shown on Plans
LETTER BOXES	1 x lockable letterbox per apartment located near building entry
FIRE SERVICES	Common Areas and car parking levels Fire sprinklers. Detection system to residential apartments comprising smoke alarms in apartments, and sound alert systems as required by BCA
WASTE DISPOSAL	Garbage room accessible from each level Supply of refuse bins and recycling bins to garbage rooms and waste management generally (including commercial units) to be responsibility of body corporate

ACCESS CONTROL

ACCESS CONTROL	Access control system including programmable proximity reader for main entry, vehicle entry and exit to car park
VISITOR ACCESS	Voice Intercom to unit at ground floor entry lobby and car park entry
KEYS	Each apartment will be provided with 2x keys for apartment front door
WIRELESS GARAGE ENTRY / EXIT	Each apartment will be provided with 2x proximity fob controller per unit for entry into the building

GENERAL APARTMENT INCLUSIONS

ACOUSTIC	Common walls and party walls between adjoining bedrooms only in accordance with BCA. Also, internal walls between adjoining bedrooms only
THERMAL / ENERGY EFFICIENCY	Common walls and party walls in accordance with BCA
FIRE RATING	Common walls and party walls in accordance with BCA
INTERNAL WALLS	Plasterboard and paint finish to Architect's detailed design
CEILING FINISH	Suspended plasterboard with square set joints, paint finish to Architect's detailed design
WINDOWS / EXTERNAL SLIDING DOORS	Aluminum framed window and sliding door sections. Glazing to meet minimum energy efficiency requirements under the of BCA. All sliding doors will be double glazed
ELECTRICAL SERVICES	Usage of each apartment separately metered by and connected to ACTEW electricity service or similar (Electricity meter included)

WATER & SEWAGE	Water and sewerage supply to each apartment by ACTEW. Usage billed to body corporate and apportioned as between apartments according to final unit entitlements
HOT WATER	Central flow + return hot water system
CAR PARKING	Allocated on-site car park as per Plan and unit schedule
STORAGE	Allocated non-waterproof storage compartment as per Plan
APARTMENT AIR CONDITIONING	1-bedroom: Reverse cycle ducted air conditioning system to Living room + Bedroom 2-bedroom: Reverse cycle ducted air conditioning system to Living room + Bedrooms 3-bedroom: Reverse cycle ducted air conditioning system to Living room + Bedrooms Condensers will be remotely located as specified by the Architect

BALCONY

LIGHTING	Surface mounted light fitting to Architect's detailed design
FLOOR	Tile—Refer to Sales Gallery / Display Plinth for Buyer's Selections
CEILING	Applied textured paint finish
BALUSTRADES	Architect's detailed design, which may include concrete up-stand with applied paint finish, framed or frameless glass, metalwork balustrade

ENTRY

ENTRY DOOR	Fire rated entry door, paint finish to Architect's detailed design
LIGHTING	Lighting to Architect's detailed design

LIVING ROOM

LIGHTING	Lighting to Architect's detailed design
FLOOR	Carpet / Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
POWER	2x double GPO's

DINING ROOM

LIGHTING	Lighting to Architect's detailed design
FLOOR	Carpet / Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
POWER	1 x double GPO

KITCHEN

LIGHTING	Lighting to Architect's detailed design
FLOOR	Tiles—Refer to Sales Gallery / Display Plinth for Buyer's Selections
POWER	2 x double GPO's; 1 x single GPO for refrigerator Power to appliances as required
BENCHTOP	All Residences: Engineered stone benchtop—Refer to Sales Gallery / Display Plinth for Buyer's Selections Penthouse: Engineered marble effect benchtop—Refer to Sales Gallery / Display Plinth for Buyer's Selections
JOINERY DOORS	Decorative panels to Architect's detailed design
JOINERY CARCASS	Melamine—water resistant board
JOINERY HANDLES – CUPBOARDS / DRAWERS	Finger pull / handles to Architect's detailed design
SINK	Residence Unit Type 1A: Abey CUA Series stainless-steel single bowl All Residences (excluding Unit Type 1A) & Penthouse: Abey CUA Series stainless-steel 1 & ½ bowl
TAPWARE	Refer to Sales Gallery / Display Plinth for Buyer's Selections
OVEN	All Residences: Smeg 60cm Multifunction Oven with LED Display—SFA6309X Penthouse: Smeg 90cm Classic Pyrolytic Oven S/S—SFPA9395X
COOKTOP	All Residences: Smeg 60cm touch control ceramic cooktop—SA611XC Penthouse: Smeg 90cm touch control ceramic cooktop—SA911XA1
RANGE HOOD	All Residences: Smeg 60cm concealed recirculating under cupboard range hood—Refer to Plan Penthouse: Smeg 90cm concealed recirculating under cupboard range hood—Refer to Plan
DISHWASHER	Residence Unit Type 1A: Smeg 45cm fully-integrated dishwasher as per Architect's specification All Residences (excluding Unit Type 1A) & Penthouse: Smeg 60cm fully-integrated dishwasher as per Architect's specification
FRIDGE / FREEZER	At Buyer's additional cost. Please see Buyer's Selection Contract

LAUNDRY

LIGHTING	Lighting to Architect's detailed design
FLOOR	Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
POWER	1 x double GPO
WALLS	Plaster board / paint finish / skirting tile
WATER SUPPLY	Hot & cold washing machine cocks
LAUNDRY SINK TAPWARE	All Residences: Chrome Penthouse: Brushed Nickel—Refer to Sales Gallery / Display Plinth for Buyer's Selections
SINK	All Residences: Single bowl laundry tub and cabinet Penthouse: Undermount sink in benchtop to Architect's detailed design

SPLASHBACK	Tiled above sink
DRYER	Fisher & Paykel DE4060M1
MECHANICAL VENTILATION	To Mechanical Engineer's detailed design

BATHROOM / ENSUITE (WHERE SHOWN ON PLAN)

LIGHTING	Lighting to Architect's detailed design
FLOOR	Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
POWER	1 x double GPO per vanity basin concealed within shaving cabinet
SHOWER WALLS	All Residences: Full height tiles in shower recess as per Architect's detailed design—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections Penthouse Master Ensuite only: Full height marble effect tiles in shower recess and feature wall as per Architect's detailed design—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
TOILET SUITE	Soft close back to wall toilet
VANITY BASIN	All Residences: Freestanding basin to Architect's detailed design Penthouse Master Ensuite only: Vanity bench with integrated undermount basins
SHOWER TAPS	Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
SHOWER ROSE	Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
VANITY TAPSET	Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
TOILET ROLL HOLDER	Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
TOWEL RAIL	Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
SHOWER SCREEN	Semi-frameless to Architect's detailed design
MECHANICAL VENTILATION	To Mechanical Engineer's detailed design

MAIN BEDROOM

LIGHTING	Lighting to Architect's detailed design
FLOOR	All Residences: Carpet—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections Penthouse: Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
POWER	3 x double GPO
TV	Free to Air and Foxtel outlet See Communications and Data Services for further details
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves and hanging rails

STUDY (WHERE SHOWN ON PLAN)

LIGHTING	Lighting to Architect's detailed design
POWER	2 x double GPO
DATA	2 x data outlets
FLOOR	All Residences: Carpet—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections Penthouse: Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves and / or hanging rails as per Plans

BEDROOM TWO

LIGHTING	Lighting to Architect's detailed design
POWER	2 x double GPO
FLOOR	All Residences: Carpet—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections Penthouse: Tiles—Refer to Sales Gallery / Display Plinth for Buyer's Selections
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves and hanging rails

BEDROOM THREE

LIGHTING	Lighting to Architect's detailed design
POWER	2 x double GPO
FLOOR	All Residences: Carpet—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections Penthouse: Tiles—Refer to Plan and Sales Gallery / Display Plinth for Buyer's Selections
WARDROBE	Detailed wardrobe fitout to Architect's detailed design including shelves and hanging rails

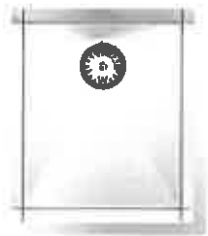
COMMUNICATIONS & DATA SERVICES

TELEPHONE	The building will be provided with infrastructure as specified by NBN. Connection and subscription fees payable by Unit Owner
LOCAL AREA NETWORK	Mini-patch panel with punch down connectors Subscription to ISP and fitting of wireless router or switch by Buyer
DIGITAL TV	Pre-wire and connection to Free-to-air TV channels in rooms specified
PAY TV	Installation in building of infrastructure enabling connection to Foxtel services Pre-wire Foxtel to each apartment in rooms specified Future subscription and final connection to Foxtel services by Buyer Installation of additional system controls and / or cabling within the apartment may be required to suit Buyer's or service provider's requirements. Provision of cabling per this Inclusions list does not guarantee access to any particular Foxtel service

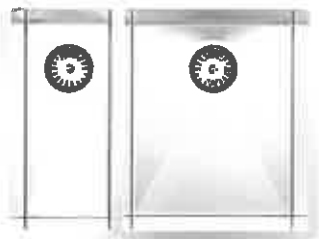
FIXTURES & FITTINGS

KITCHEN

ITEM	BRAND	MODEL
Kitchen Sink <i>Residence Unit Type 1A only</i>	Abey	390mm Undermount Kitchen Sink #CUA340



Kitchen Sink <i>All Residences and Penthouses (excluding Unit Type 1A)</i>	Abey	580mm Undermount Kitchen Sink #CUA180D
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Kitchen Mixer	Abey	'Lucia' Kitchen Mixer #3K4
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Colour Scheme

Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

Kitchen Mixer finish for *Residence Unit Types* dependent on Buyer's selected colour scheme.
Kitchen Mixer finish for *Penthouse* to be Brushed Nickel.

BATHROOM

ITEM	BRAND	MODEL
Toilet	Abey	Gareth Ashton BTW Toilet Suite S-Trap #317342



Shower Rose	Abey	'Lucie' Shower Rose #ROHS1
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Colour Scheme
Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

*Shower Rose finish for Residence Unit Types dependent on Buyer's selected colour scheme.
Shower Rose finish for Penthouse to be Brushed Nickel.*

Wall Mixer	Abey	'Lucie' Wall Mixer #3SHEXT+SHINT
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Colour Scheme
Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

*Wall Mixer finish for Residence Unit Types dependent on Buyer's selected colour scheme.
Wall Mixer finish for Penthouse to be Brushed Nickel.*

BATHROOM (CONTINUED)

ITEM	BRAND	MODEL
Wall mounted Spout	Abey	'Lucia' Wall-set 230mm Spout #3SC



Colour Scheme

Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

Wall mounted Spout finish for *Residence Unit Types* dependent on Buyer's selected colour scheme.
Wall mounted Spout finish for *Penthouse* to be Brushed Nickel.

Bath <i>Penthouse only</i>	Forme	Soul Rectangular 1755 Freestanding bath #BHY4751755RECT
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Toilet Roll Holder	Abey	'Lucia' Toilet Roll Holder #STRH-2
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Colour Scheme

Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

Toilet Roll Holder finish for *Residence Unit Types* dependent on Buyer's selected colour scheme.
Toilet Roll Holder finish for *Penthouse* to be Brushed Nickel.

Towel Rail	Abey	'Lucia' Single Towel Rail 700mm #SSTR
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Colour Scheme

Onyx: Matte Black (pictured)
Ivory: Brushed Nickel

Towel Rail finish for *Residence Unit Types* dependent on Buyer's selected colour scheme.
Towel Rail finish for *Penthouse* to be Brushed Nickel.

LAUNDRY

ITEM	BRAND	MODEL
Sink and Cabinetry <i>Residence Unit Types only</i>	Reece	Base Compact Laundry Trough and Cabinet Sink: Stainless Steel Cabinetry: White Powdercoat #9504720



Mixer Tap <i>Residence Unit Types only</i>	Abey	Mixmaster 35mm Sink Mixer #MK1
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Mixer Tap <i>Penthouse only</i>	Abey	'Lucia' Kitchen Mixer #3K4
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Mixer Tap finish for *Penthouse* to be Brushed Nickel.





Laundry Sink <i>Penthouse Only</i>	Oliveri	Professional Series Single Standard Bowl Undermount Sink #PR1130U
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PLEASE NOTE:
The seller reserves the right to substitute any specified materials with equivalent or a better quality finishes and materials are described in the contract only and in the event of a conflict or discrepancy with any of the post purchase delivery information the contract materials and terms prevail. This is not the contract materials to be used under the agreement. Finish and colour specifications. The Black Steel Series only applies to the respective Colour Schemes to which it applies.

APPLIANCES

KITCHEN

ITEM	BRAND	MODEL	
	Smeg	'Classic Aesthetic' 600mm Thermoseal Multifunction Oven with LED Display #SFA6309X	
	Smeg	'Classic Aesthetic' 900mm Classic Pyrolitic Oven S/S #SFPA9395X	
	Smeg	600mm Concealed Re-circulating Undermount Rangehood Satin Stainless Steel #PUM601X	
	Smeg	900mm Concealed Re-circulating Undermount Rangehood Satin Stainless Steel #PUM901X	

ITEM	BRAND	MODEL
------	-------	-------

2

KITCHEN (CONTINUED)

ITEM	BRAND	MODEL
Fridge / Freezer <i>Optional for All Residences (excluding Penthouses)</i>	Fisher & Paykel	'ActiveSmart' 680mm, 442L Fridge-Freezer #RF442BRPW6



Upgrade can be selected at Buyer's additional cost. Please refer to Buyers Selection Contract

Fridge Freezer <i>Optional for Penthouse Only</i>	Fisher & Paykel	'ActiveSmart' 900mm, 525L Fully Integrated French Door Refrigerator #RS90A1
--	-----------------	--



Upgrade can be selected at Buyer's additional cost. Please refer to Buyers Selection Contract

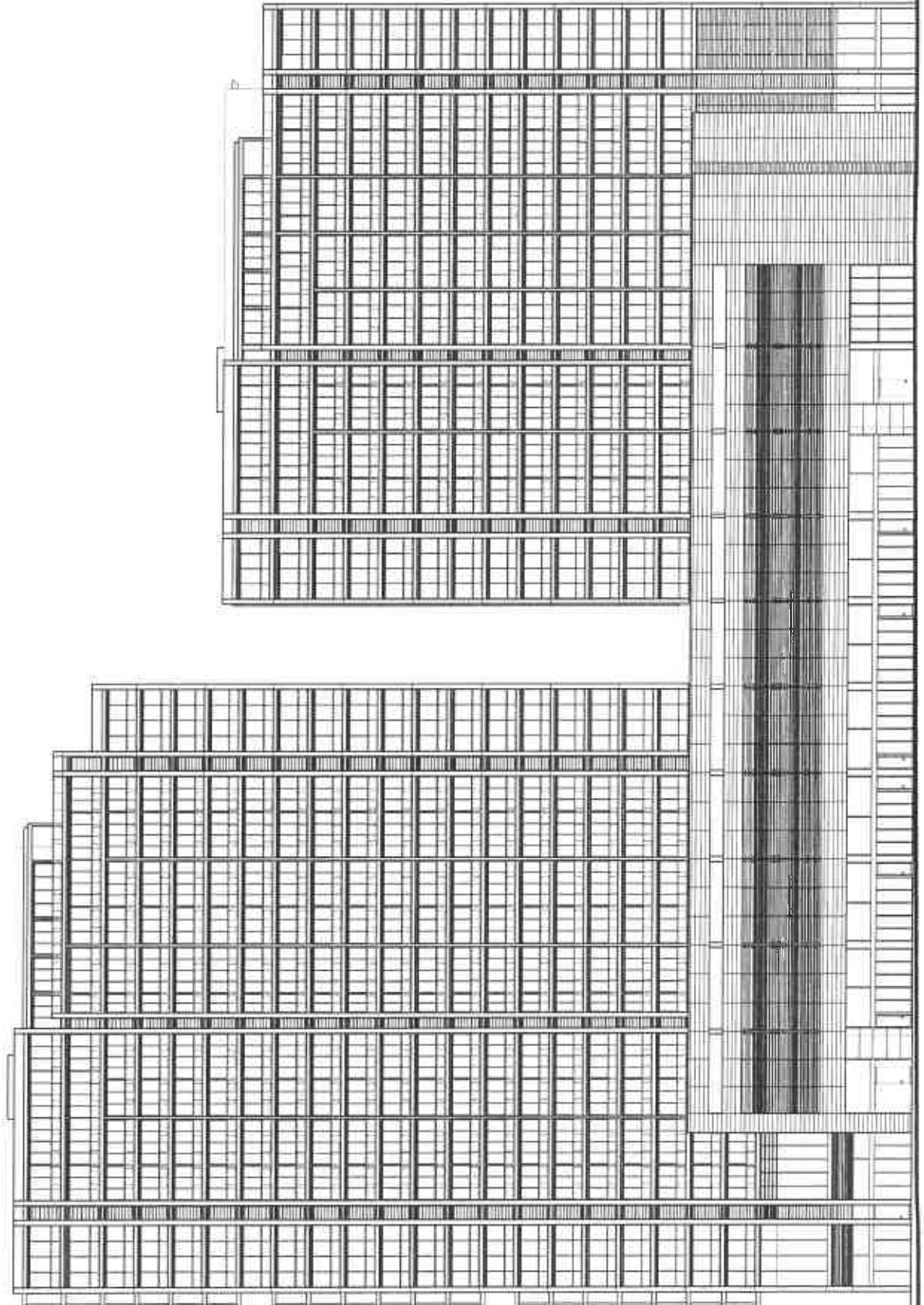
LAUNDRY

ITEM	BRAND	MODEL
Dryer <i>All Residences and Penthouses</i>	Fisher & Paykel	4kg Vented Clothes Dryer Re-circulating #DE4060M1

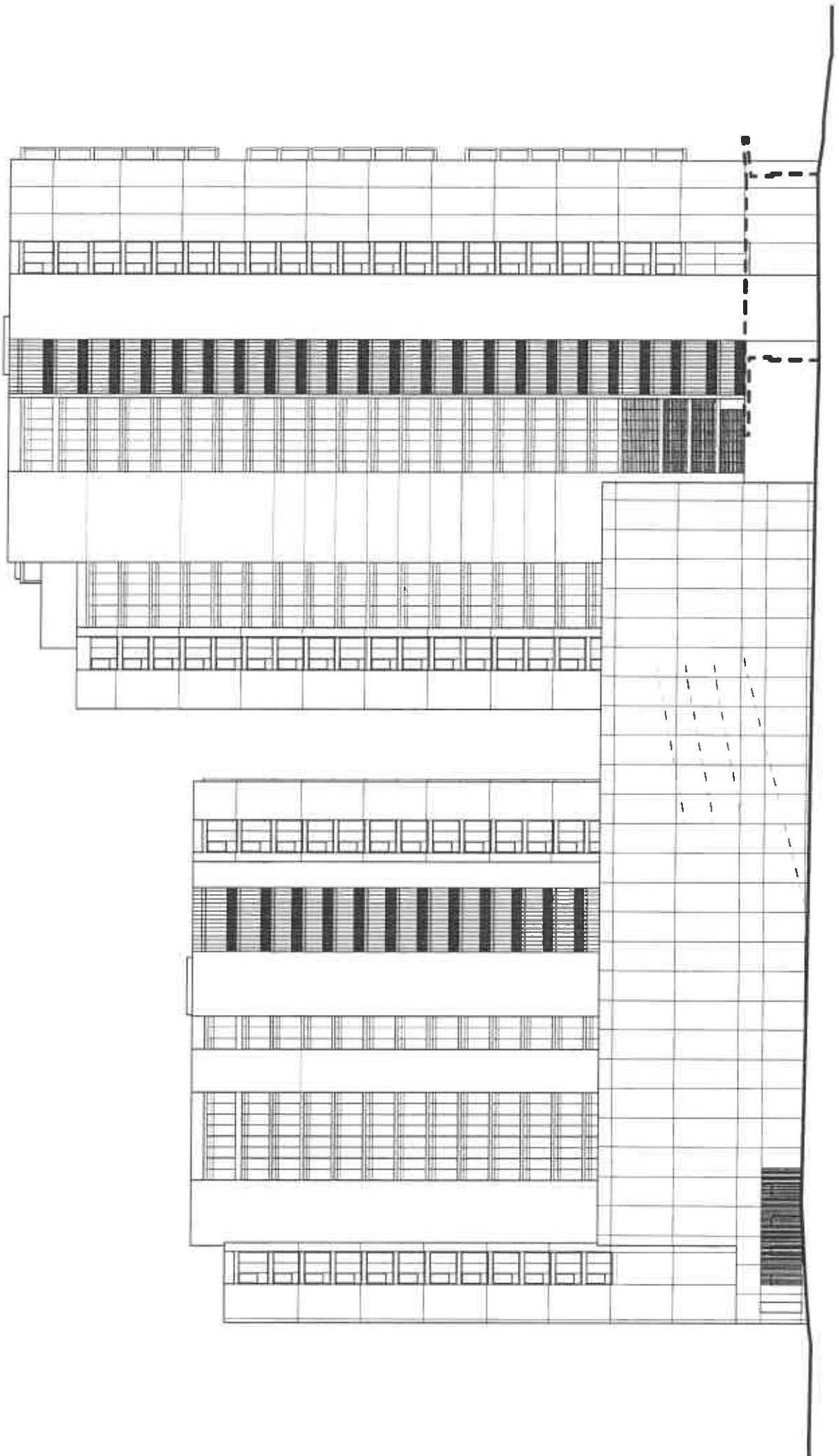


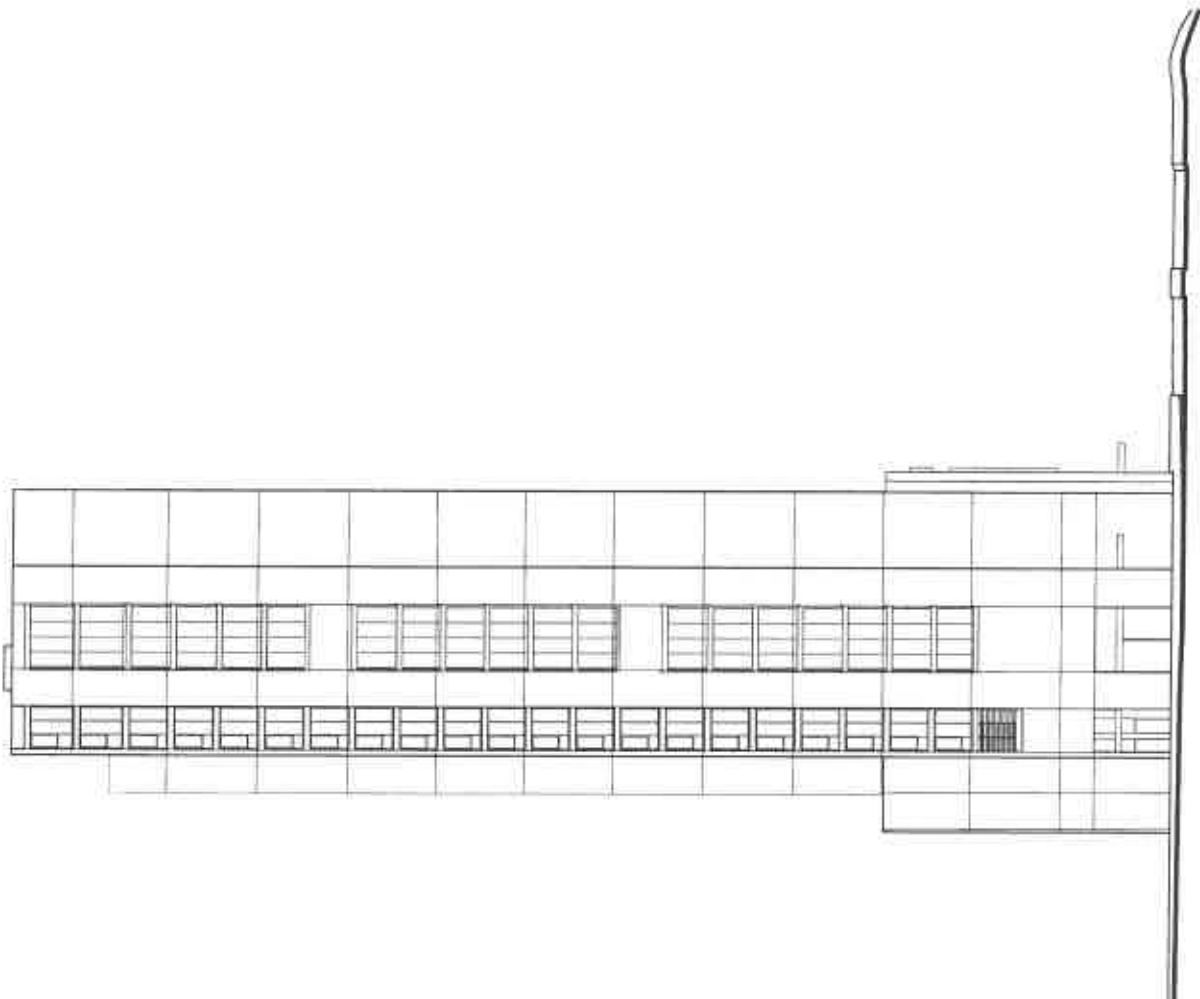
EXEMPTION

The seller reserves the right to substitute any specified fixtures with equivalents of a similar quality. Fixtures and materials are as specified in drawings and set in the event of a conflict in discrepancy, warranty of the construction and/or marketing information on contract documents has taken precedence. This is not the seller's intention but to reflect the applicable, before and after the final order. The seller shall not be liable for any delay in the completion of the project or any other delay in the completion of the project.

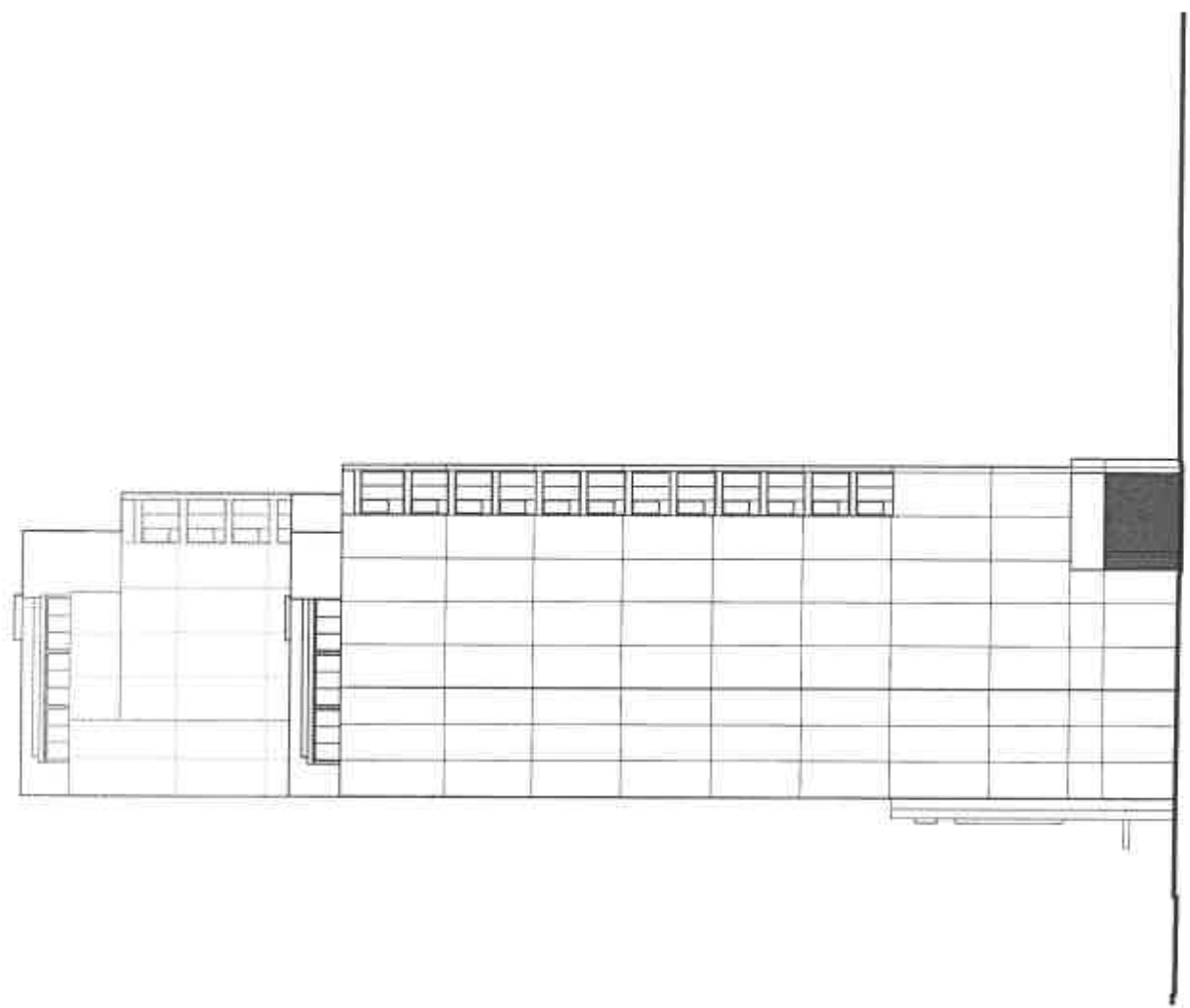


NORTH ELEVATION





EAST ELEVATION



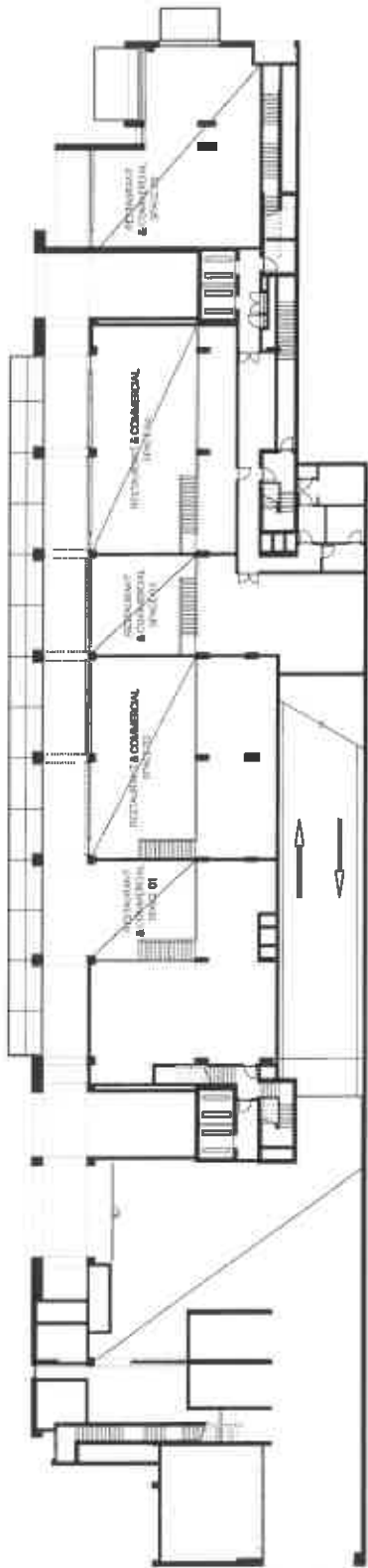
WEST ELEVATION



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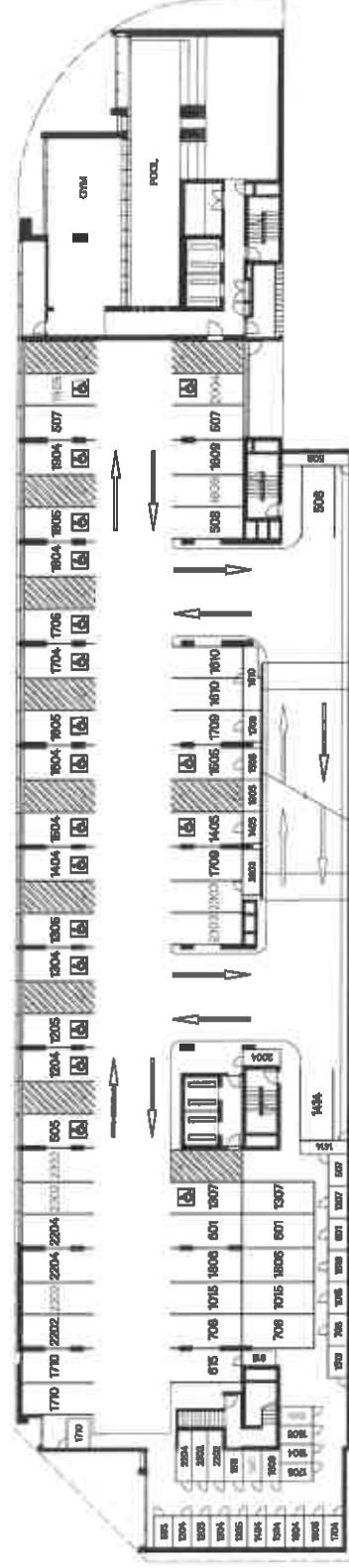




MEZZANINE



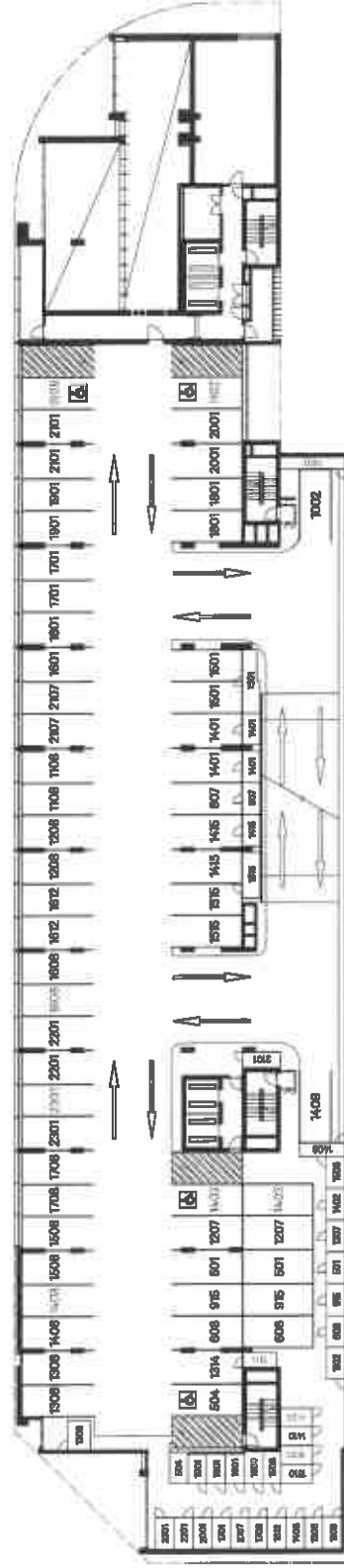
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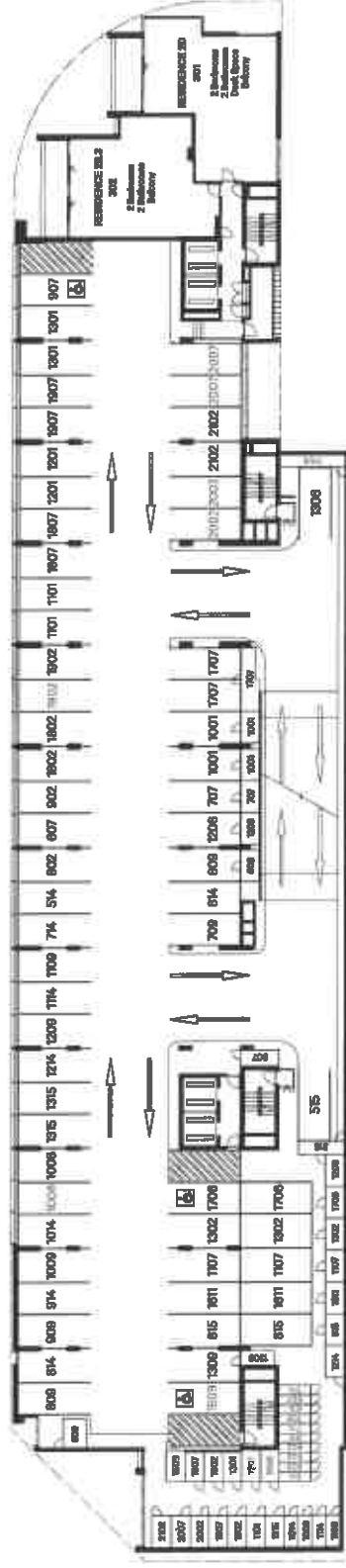


LEVEL 1

**Direct Analysis**

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Developer **PER SE**
Architect **REDGEN MATHESON**
circulaboomen.com

CIRUS

LEVEL 3





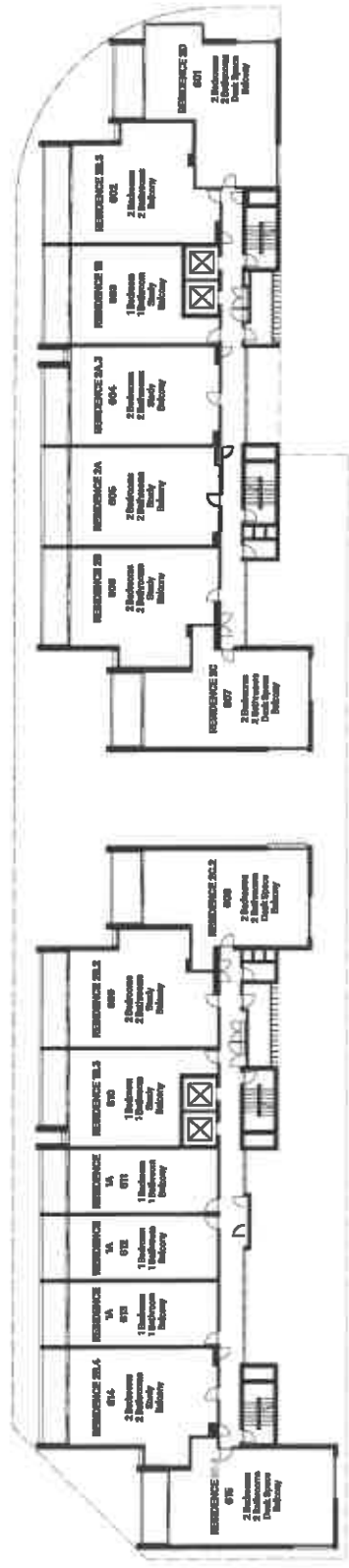
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LEVEL 6



DECEMBER

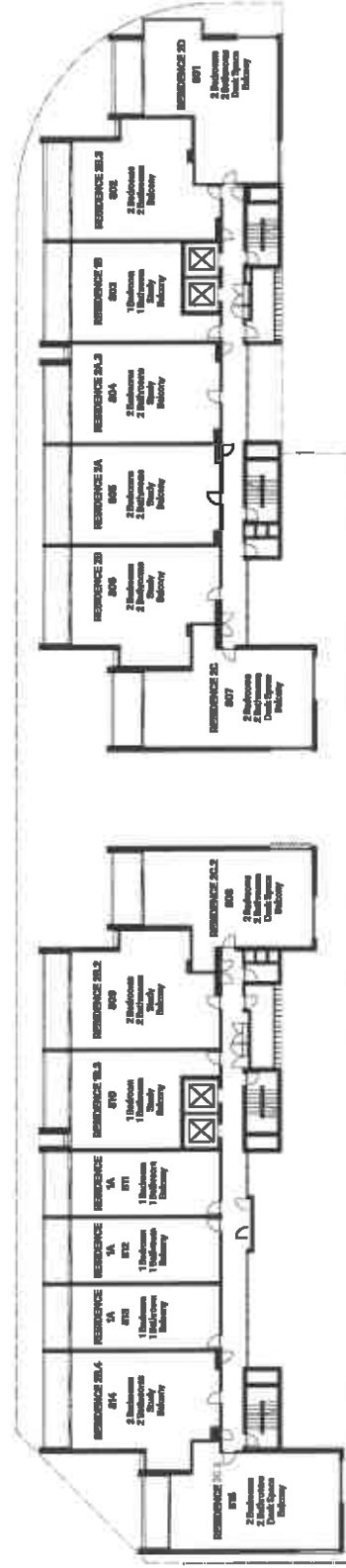
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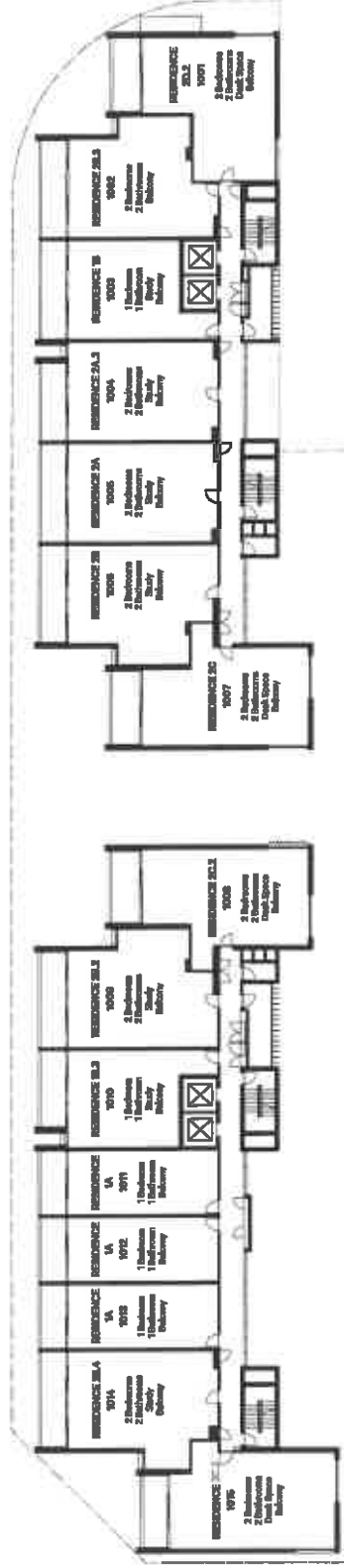


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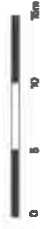


CIRUS

Developer	PER SE
Architect	REDGEM MATHIESON

cumberlandcannon.com

LEVEL 10

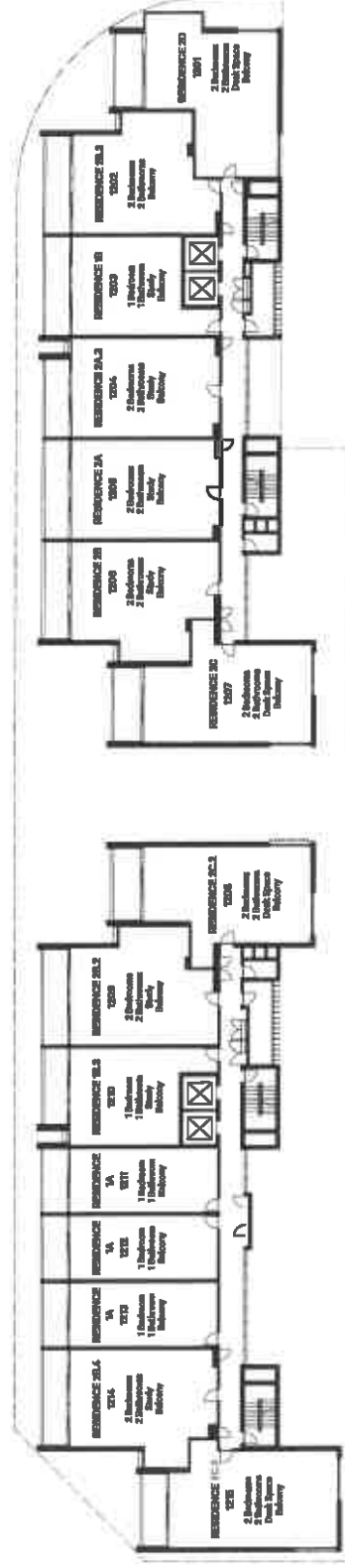


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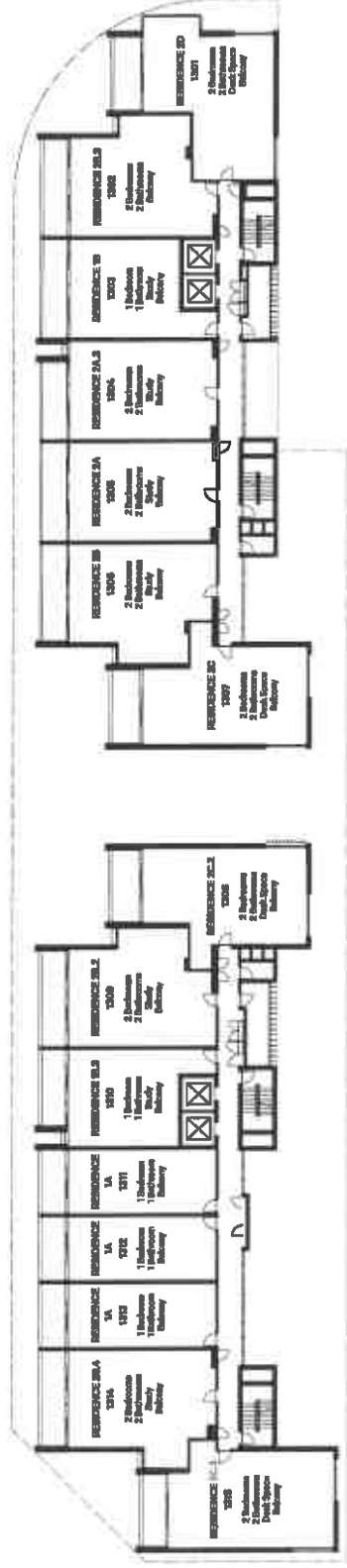
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CIRRUS

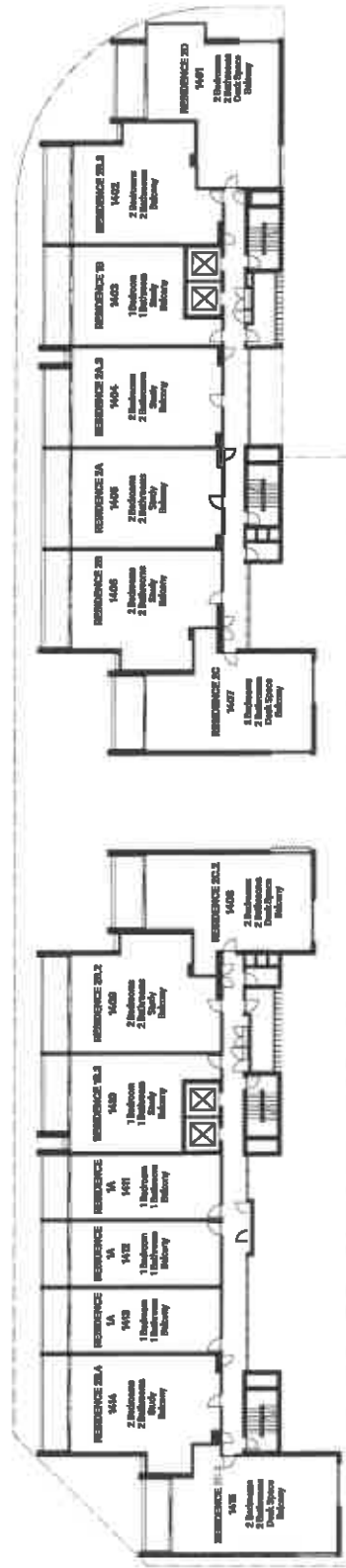
Developer: **PER SE**
 Architect: **REDKEN MATTHEWSON**
cirrusdevelopment.com

LEVEL 13

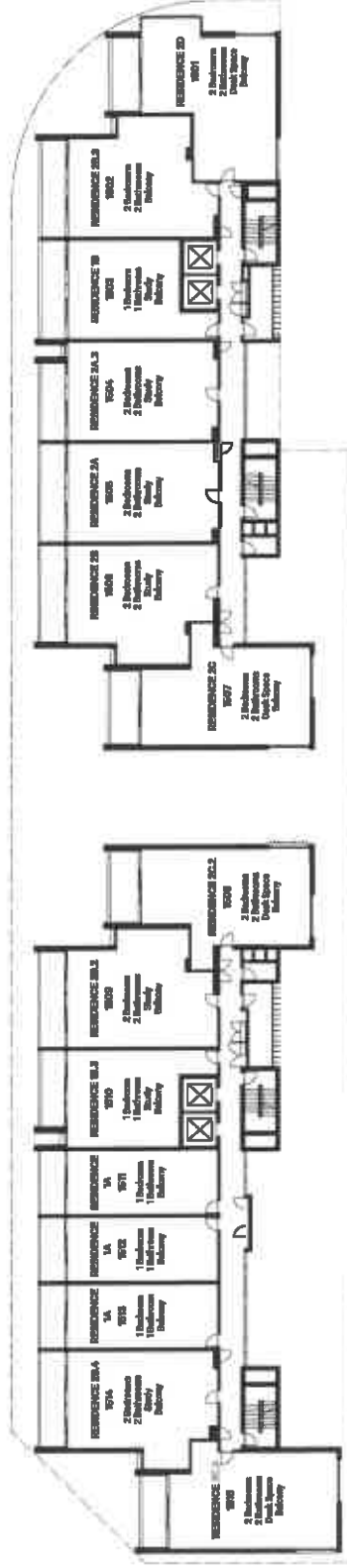


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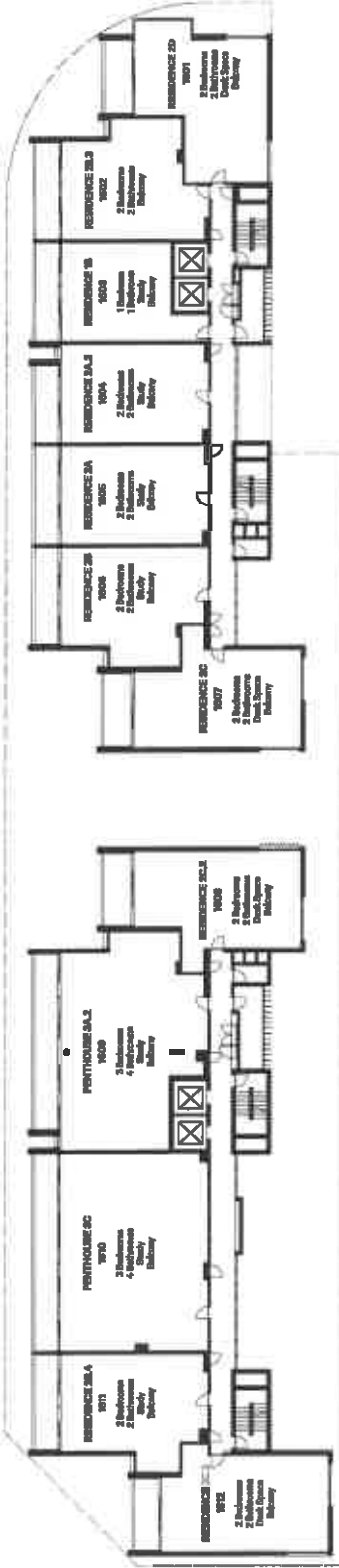
LEVEL 14

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LEVEL 15



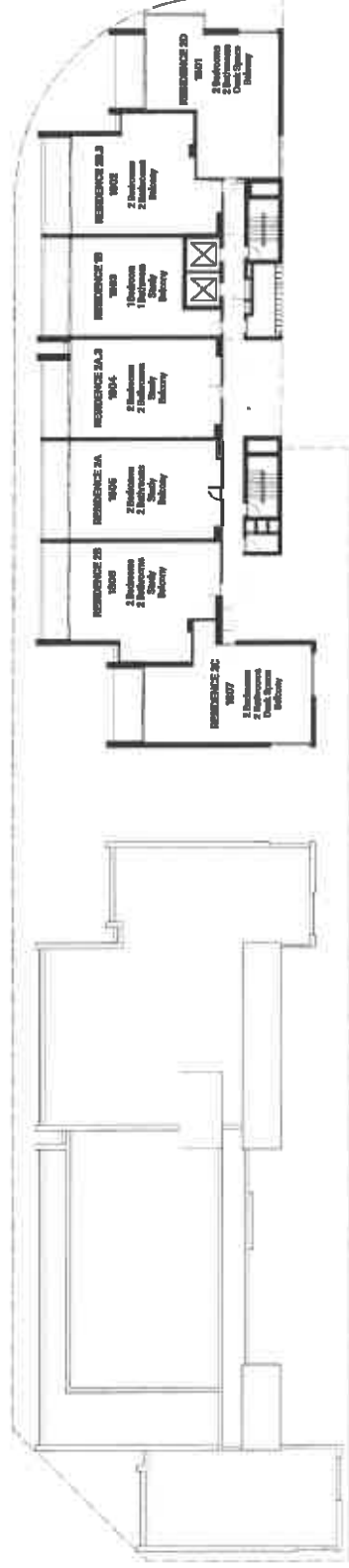
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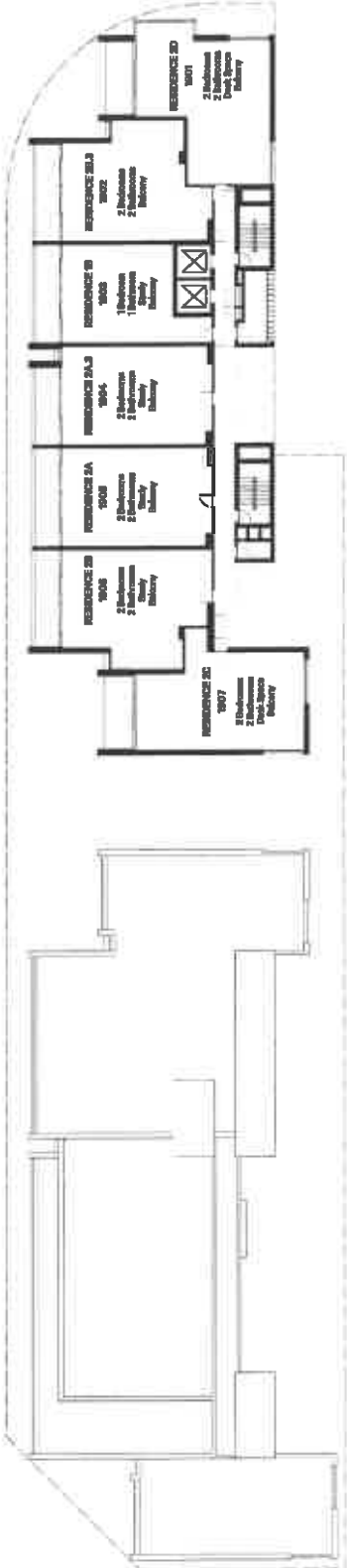
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LEVEL 18



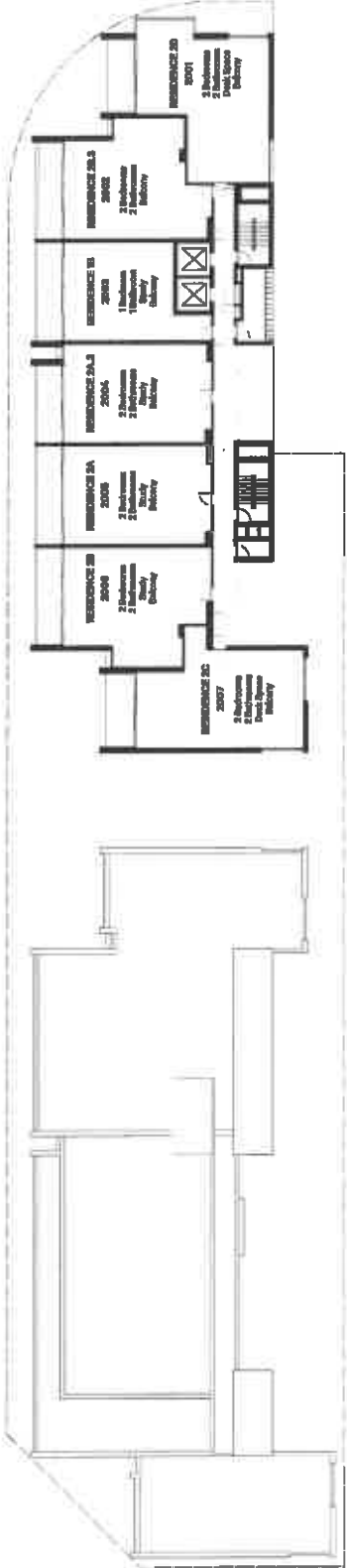
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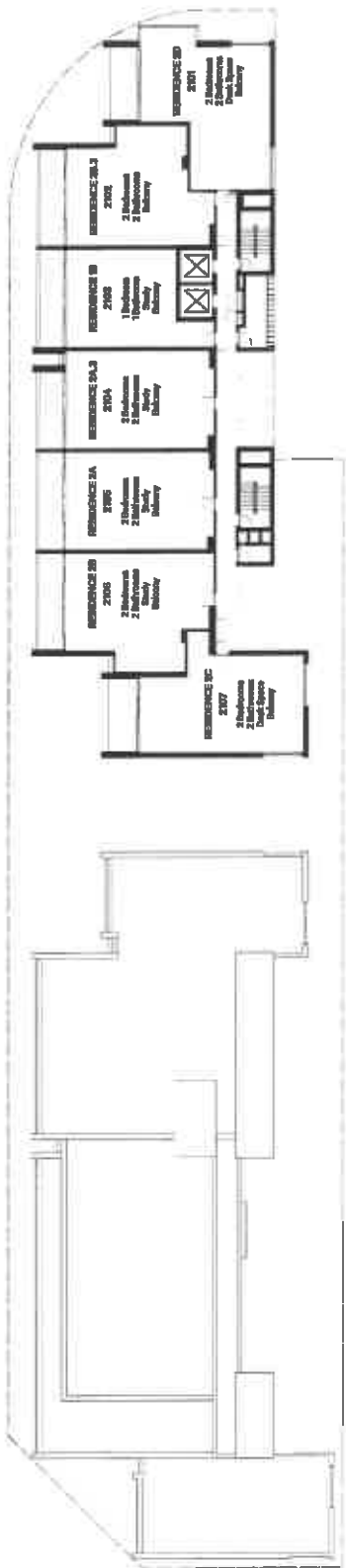
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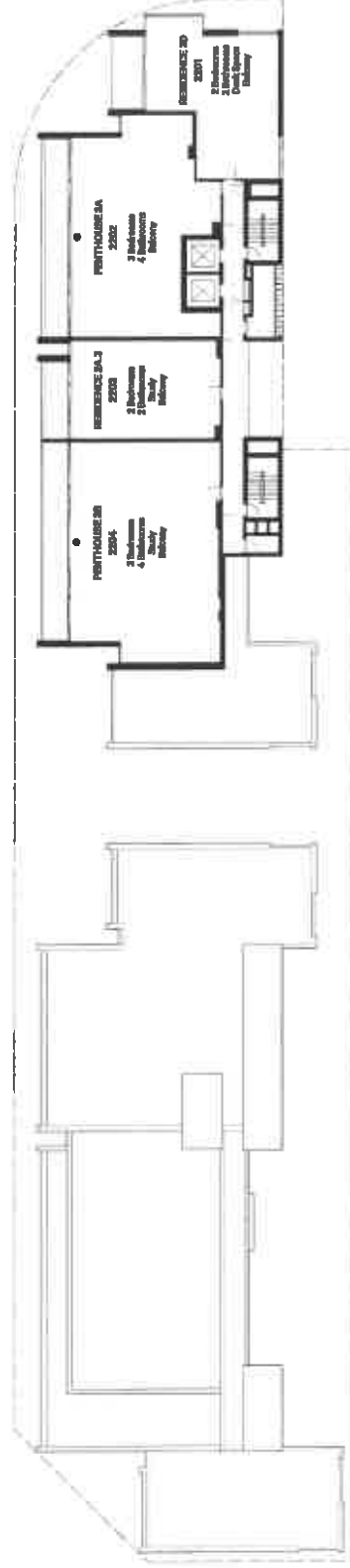
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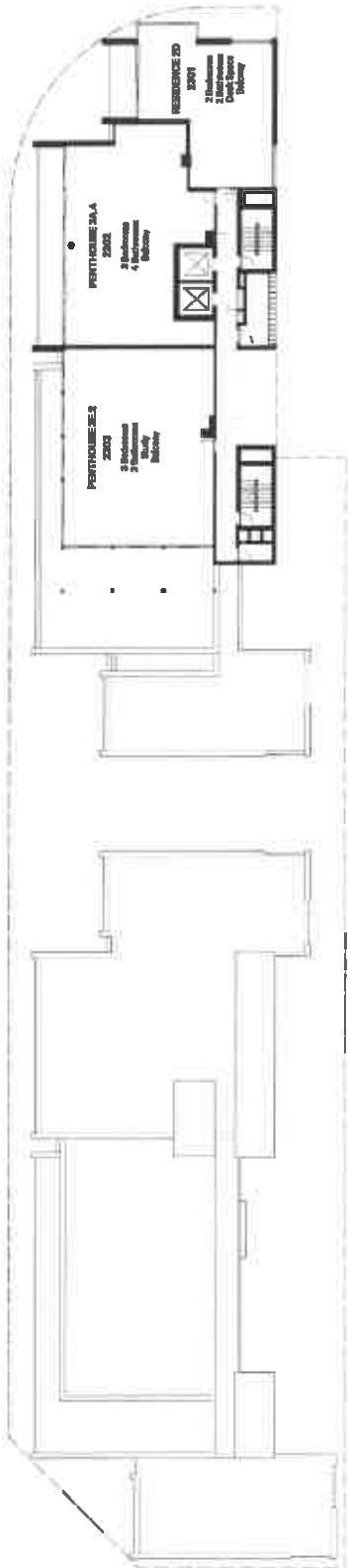
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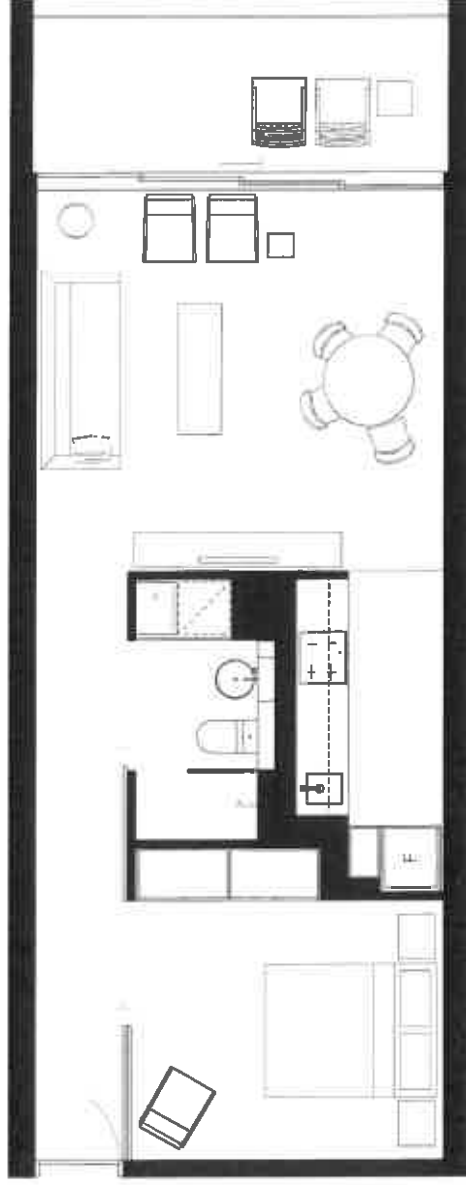
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CIRRUS

Developer
Architect

PER SE
REDKEN MATTHEWSON

cirrusdevelopment.com



RESIDENCE 1A

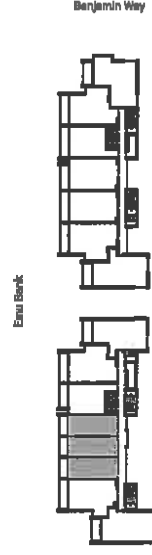
1 Bedroom
1 Bathroom
Balcony
Internal Area: 58m²
External Area: 9m²
Total Area: 67m²

Areas are based on a Gross Floor area basis.
Excludes parking and external storage areas.

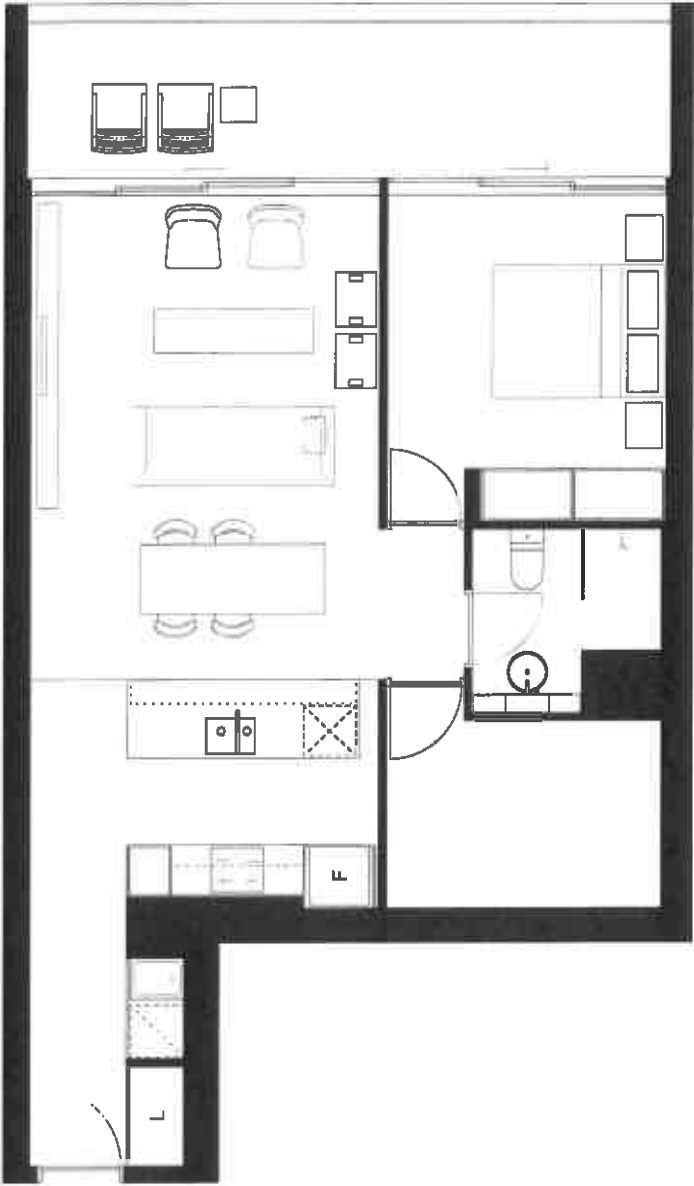
UNIT NUMBERS

511-513 1011-1013
611-613 1111-1113
711-713 1211-1213
811-813 1311-1313
911-913 1411-1413
1511-1513

LOCATION PLAN



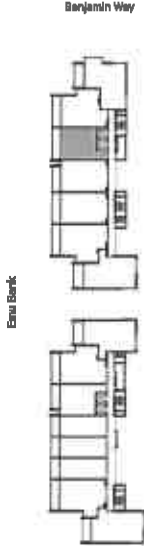
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RESIDENCE 1B	UNIT NUMBERS	503	1003	2003
1 Bedroom	603	1103	2103	
1 Bathroom	703	1203		
Study	803	1303		
Balcony	903	1403		
Internal Area:				74m ²
External Area:				14m ²
Total Area:				88m ²

Areas are based on a Gross Floor area basis.
It includes parking and external storage areas.

LOCATION PLAN

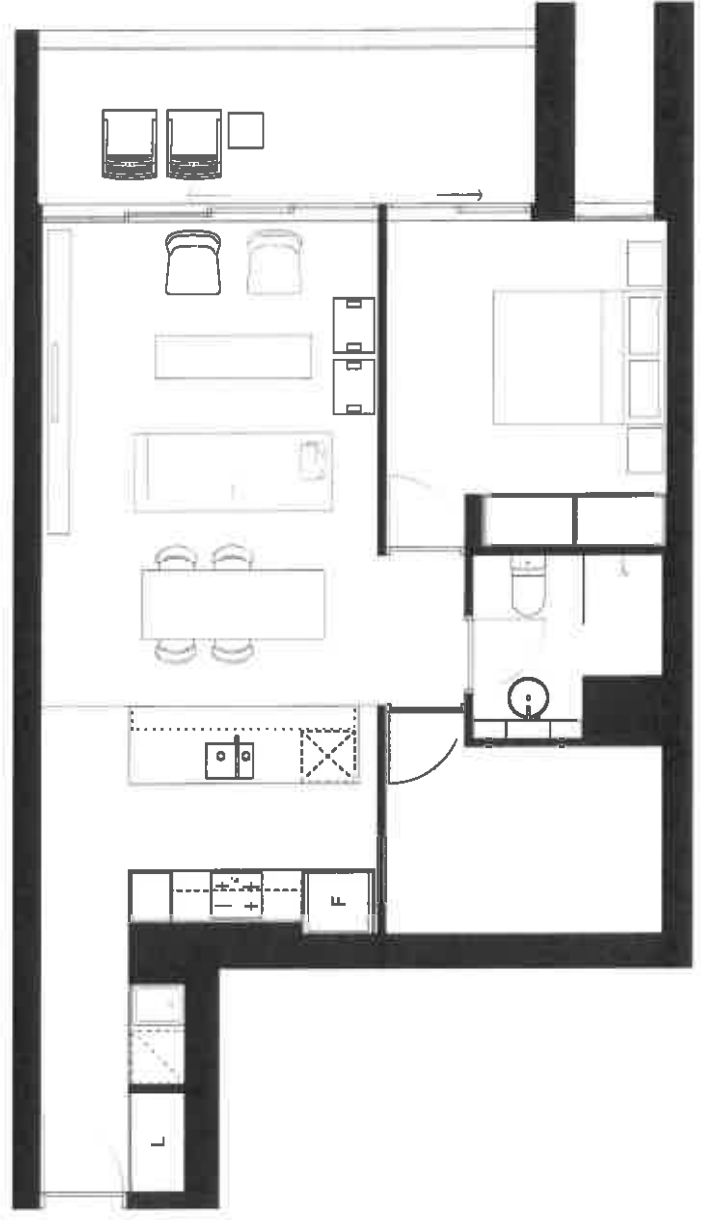


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CIRRUS

Developer
PER SE
REDGEN MATTHESON

cirrusdevelopment.com



RESIDENCE 1B.3

1 Bedroom
1 Bathroom
Study
Balcony

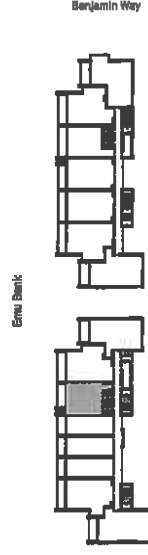
Internal Area: 73m²
External Area: 11m²
Total Area: 84m²

Areas are based on a Gross Floor area basis.
Excludes parking and covered storage areas.

UNIT NUMBERS

510 1010
610 1110
710 1210
810 1310
910 1410
1510

LOCATION PLAN



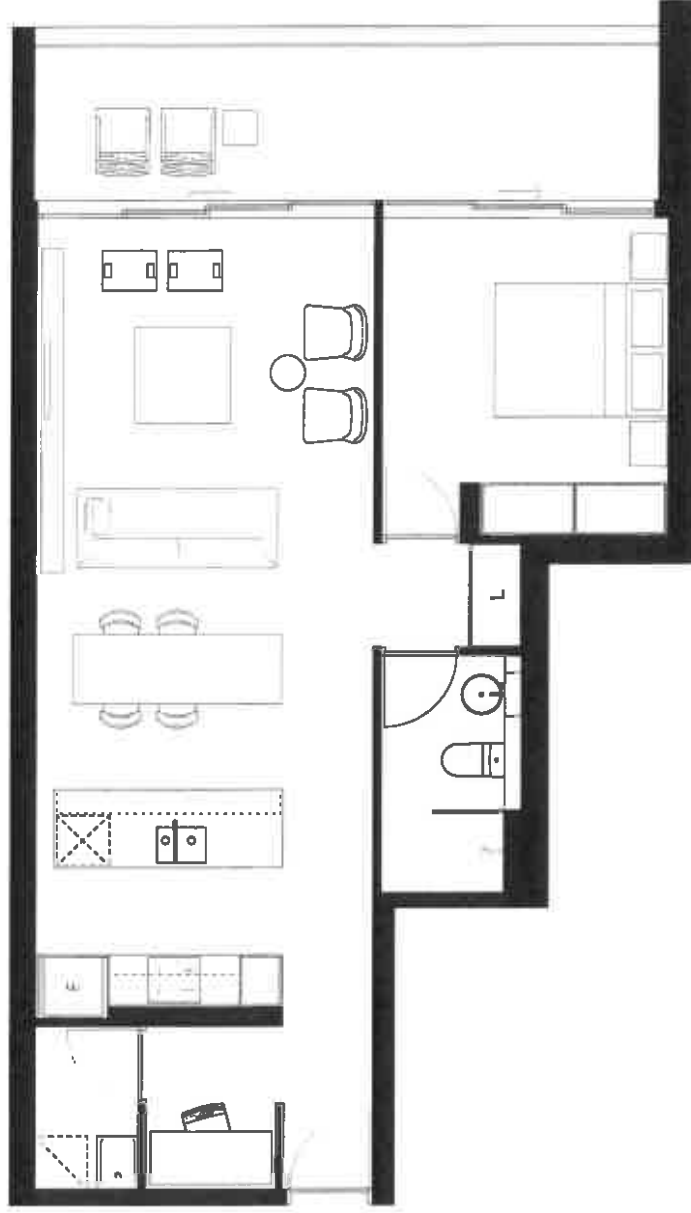
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CIRRUS

Developer
Architect

PER SE
FEDGEN MATTHESON

cirrusdevelopment.com



RESIDENCE 1C.2

1 Bedroom
1 Bathroom
Study
Balcony

Internal Area: 70m²
External Area: 14m²
Total Area: 84m²

Areas are based on a Gross Floor area basis.
It includes parking and enclosed storage area.

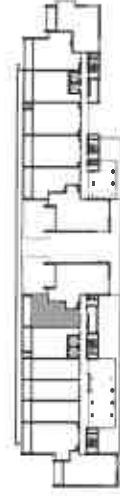
UNIT NUMBERS

509

LOCATION PLAN

Esau Bank

Benjamin Way



DISCLAIMER

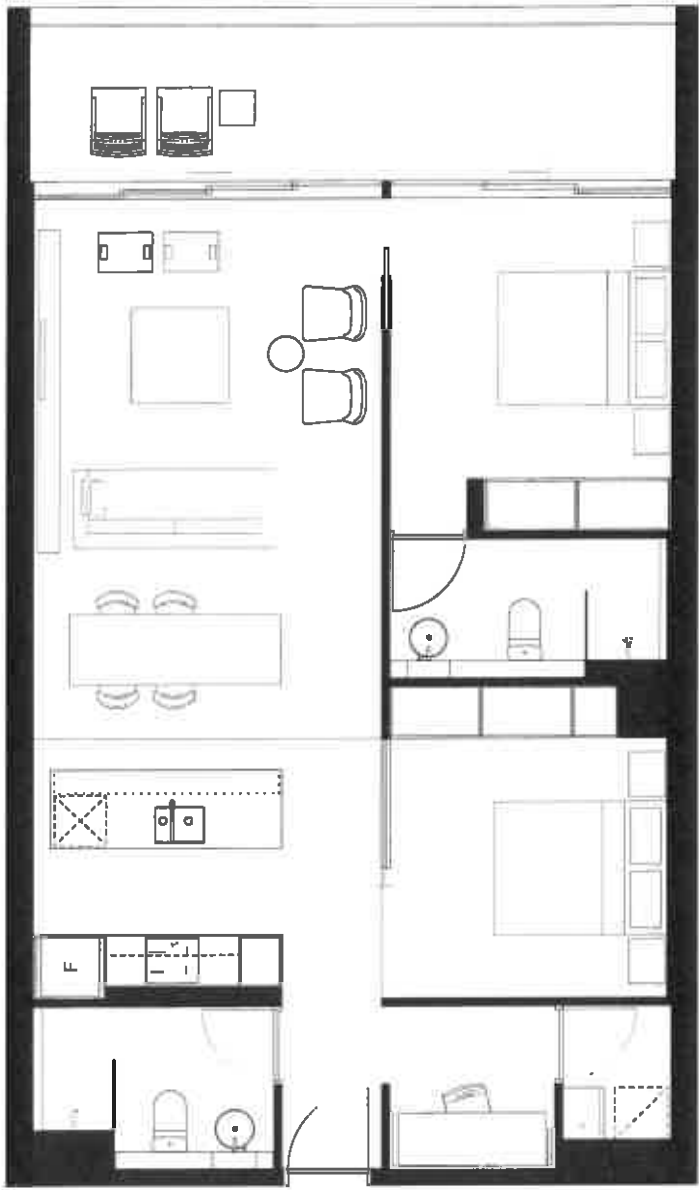
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CIRRUS

Developer
Architect

PER SE
REDGEN MATTHESON

cd@truedowntown.com



RESIDENCE 2A

2 Bedrooms
2 Bathrooms
Study
Balcony

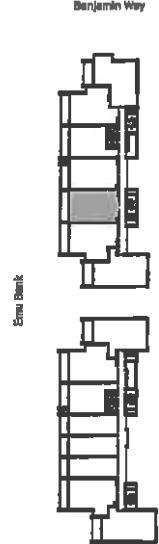
Internal Area: 88m²
External Area: 14m²
Total Area: 102m²

Areas are based on a Gross Floor area basis.
It includes parking and external storage areas.

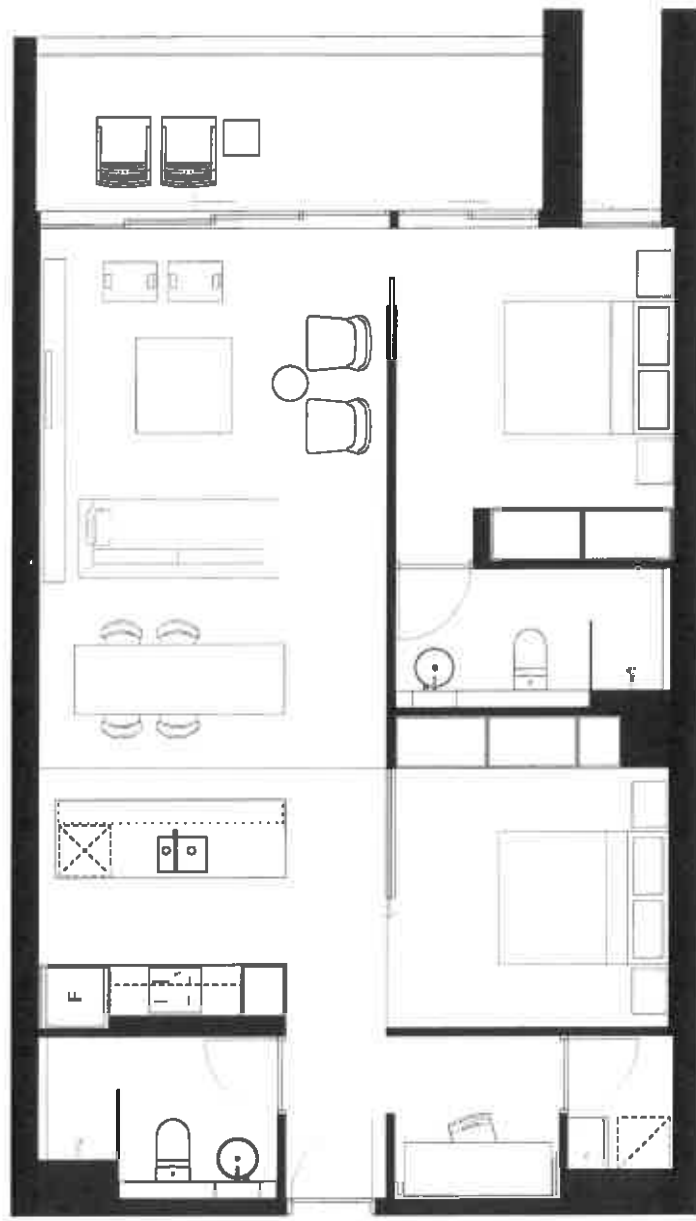
UNIT NUMBERS

505 1005 2005
605 1105 2105
705 1205
805 1305
905 1405
1505
1605
1705
1805
1905

LOCATION PLAN



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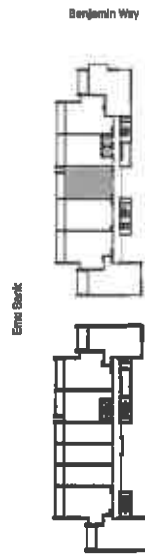


LOCATION PLAN

RESIDENCE 2A.3	UNIT NUMBERS
2 Bedrooms	504 1004 2004
2 Bathrooms	604 1104 2104
Study	704 1204 2203
Balcony	804 1304
Internal Area:	904 1404
External Area:	1504
Total Area:	1604
	1704
	1804
	1904

Areas are based on a Gross Floor area basis.
It includes parking and internal storage areas.

Areas are based on a Gross Floor area basis. It includes parking and internal storage areas.



Benjamin Wray



NOTES

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CIRRUS

Developer
Architect

PER SE
REDGEN MATHESON

cirrusdevelopment.com



RESIDENCE 2B

2 Bedrooms
2 Bathrooms
Study
Balcony

Internal Area: 94m²
External Area: 14m²
Total Area: 108m²

Areas are based on a Gross Floor area basis.
It includes parking and external storage areas.

UNIT NUMBERS

606	1006	2006
706	1106	2106
806	1206	
906	1306	
	1406	
	1506	
	1606	
	1706	
	1806	
	1906	

LOCATION PLAN



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RESIDENCE 2B.2

2 Bedrooms
2 Bathrooms
Study
Balcony

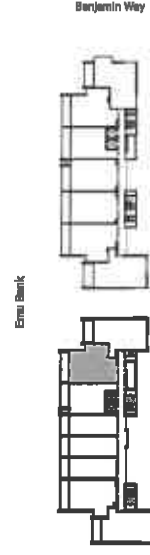
Internal Area: 94m²
External Area: 14m²
Total Area: 108m²

Areas are based on a Green Paper street layout.
It includes parking and external storage area.

UNIT NUMBERS

609 1009
709 1109
809 1209
909 1309
1409
1509

LOCATION PLAN



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RESIDENCE 2B.4

2 Bedrooms
2 Bathrooms
Study
Balcony

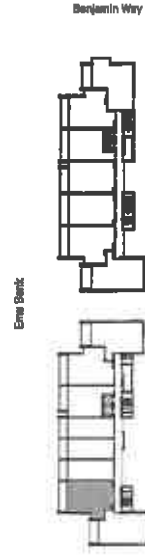
Internal Area: 92m²
External Area: 14m²
Total Area: 106m²

Areas are based on a Gross Floor area basis.
It includes parking and external storage areas.

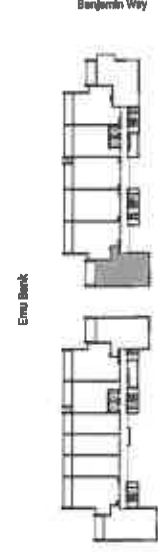
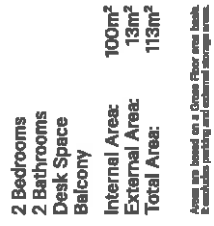
UNIT NUMBERS

514 1014
614 1114
714 1214
814 1314
914 1414
1514
1611

LOCATION PLAN



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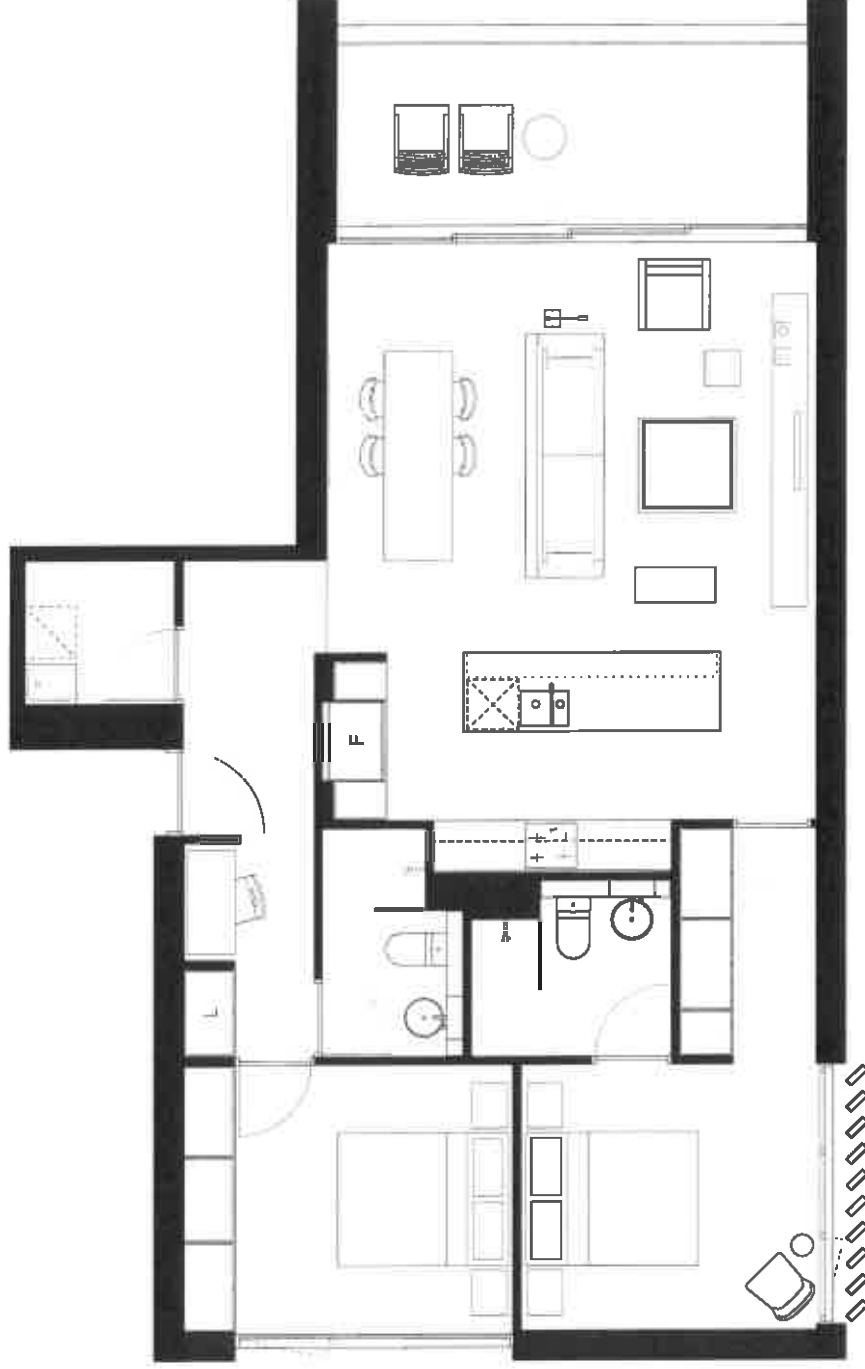
Benjamin Way

CIRRUS

Developer
Architect

PER SE
REDSEN MATTHESON

clm@clmcorp.net



RESIDENCE 2C.2

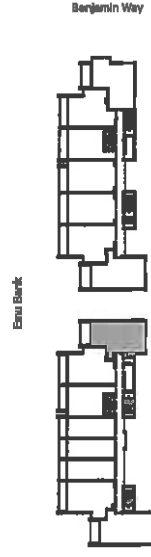
2 Bedrooms
2 Bathrooms
Desk Space
Balcony
Internal Area: 99m²
External Area: 13m²
Total Area: 112m²

Areas are based on a Gross Floor area basis.
It includes parking and covered storage area.

UNIT NUMBERS

608 1008
708 1108
808 1208
908 1308
1408
1508
1608
1708

LOCATION PLAN



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CIRRUS

Developer
Architect

PER SE
REDGEN MATHESON

www.redgenmatheson.com



RESIDENCE 2C-3

2 Bedrooms
2 Bathrooms
Desk Space
Balcony

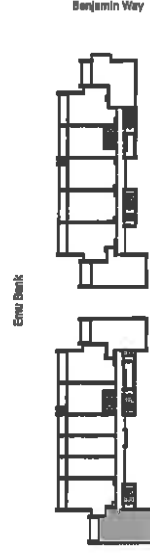
Internal Area: 100m²
External Area: 11m²
Total Area: 111m²

Areas are based on a Gross Floor area basis.
It excludes parking and external storage areas.

UNIT NUMBERS

615 1015
615 1115
715 1215
815 1315
915 1415
1515
1612

LOCATION PLAN



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CIRRUS

Developer
Architect
PER SE
HEDSEN MATTHESSON

cirruskøbenhavn.com



RESIDENCE 2D

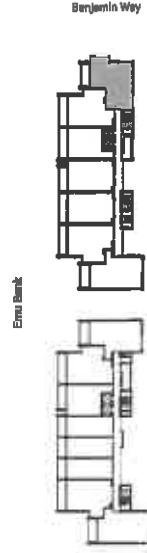
2 Bedrooms
2 Bathrooms
Desk Space
Balcony
Internal Area: 103m²
External Area: 13m²
Total Area: 116m²

Areas are based on a Gross Floor area basis, including parking and external storage areas.

UNIT NUMBERS

301 1101 2001
401 1201 2101
501 1301 2201
601 1401 2301
701 1501
801 1601
901 1801
1901

LOCATION PLAN



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RESIDENCE 2D.2

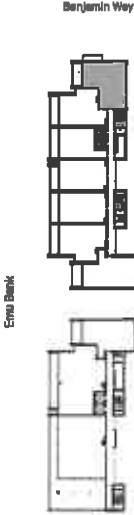
2 Bedrooms
2 Bathrooms
Desk Space
Balcony
Internal Area: 98m²
External Area: 13m²
Total Area: 111m²

Areas are based on a Ground Floor area basis.
It excludes parking and external storage areas.

UNIT NUMBERS

1001
1701

LOCATION PLAN



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CIRRUS

Developer
Architect

PER SE
REDSEN MATTHESON

cirrus@redson.com



PENTHOUSE 3A

3 Bedrooms
4 Bathrooms
Balcony

Internal Area: 166m²
External Area: 30m²
Total Area: 196m²

Areas are based on a Gross Floor area basis.
Excludes parking and external storage areas.

UNIT NUMBERS

2202

LOCATION PLAN

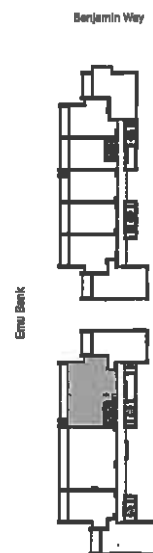


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UNIT NUMBERS
1609

PENTHOUSE 3A.2
3 Bedrooms
4 Bathrooms
Study
Balcony

Internal Area:	166m ²
External Area:	28m ²
Total Area:	192m ²

Areas are based on a Gross Floor area basis. It includes parking and external storage areas.

CIRRUS

Developer	PER SE
Architect	PEDGEN MATHESON

circuitbreaker.com



PENTHOUSE 3A.3

3 Bedrooms
4 Bathrooms
Study
Balcony

Internal Area: 152m²
External Area: 23m²
Total Area: 175m²

Areas are based on a Gross Floor Area basis.
It includes parking and internal storage units.

UNIT NUMBERS

1709

LOCATION PLAN



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CIRRUS

Developer
Architect

PER SE
REDKEN MATTHEWSON

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PENTHOUSE 3A.4

3 Bedrooms
4 Bathrooms
Balcony

Internal Area: 150m²
External Area: 26m²
Total Area: 176m²

Areas are based on a Gross Floor area basis.
Excludes parking and covered storage areas.

UNIT NUMBERS

2302

LOCATION PLAN

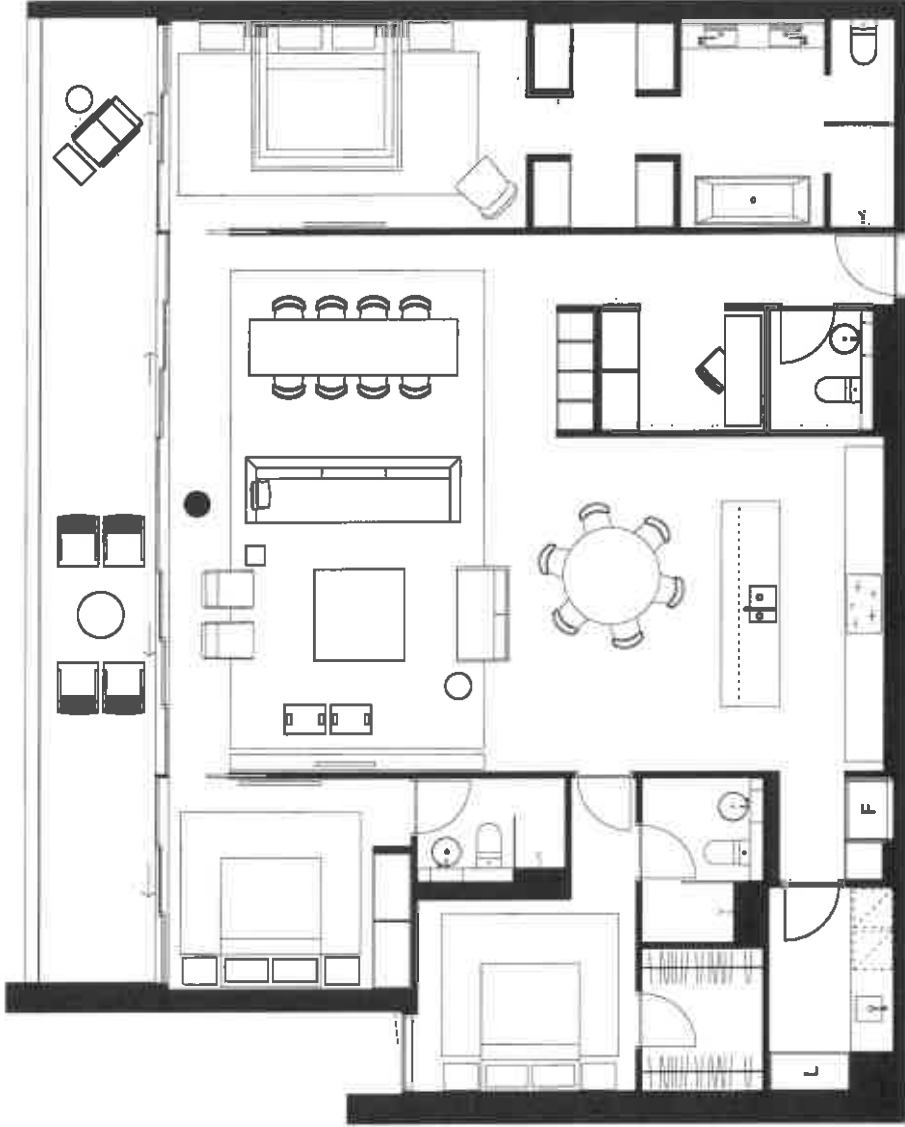
Esau Bank



Benjamin Way



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CIRRUS

Developer
Architect

PER SE

REDGEN MATHIESON

cltruss@coren.com

PENTHOUSE 3B

3 Bedrooms
4 Bathrooms
Study
Balcony

Internal Area: 193m²
External Area: 30m²
Total Area: 223m²

Areas are based on a Gross Floor area basis.
It excludes parking and external storage areas.

UNIT NUMBERS

2204

LOCATION PLAN

Emu Bank



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Developer
PER SE

Architect
REDEEN MATHESON

editor@bedconjournal.com

PENTHOUSE 3C

3 Bedrooms
4 Bathrooms
Study
Balcony

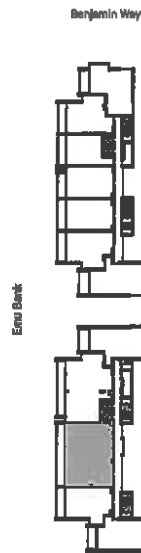
Internal Area:	174m²
External Area:	29m²
Total Area:	203m²

Aspen are based on a Gross Floor area basis. It includes parking and external storage areas.

UNIT NUMBERS

1610

LOCATION PLAN



CELESTIAL MEDICAL

DICKI AMER



PENTHOUSE 3E
3 Bedrooms
3 Bathrooms
Study
Terrace Balcony

Internal Area:	175m²
External Area:	122m²
Total Area:	297m²

Units are based on a Gross Floor area basis. It includes parking and underground storage area.

UNIT NUMBERS
1710

LOCATION PLAN



Benjamin Wray



Enter Bank

DEMYSTIFY

[illegible]



CIRRUS

Developer
Architect

PER SE
REDGEN MATHESON

cirrusdevelopment.com

PENTHOUSE 3E.2
3 Bedrooms
3 Bathrooms
Study
Balcony

Internal Area: 175m²
External Area: 123m²
Total Area: 298m²

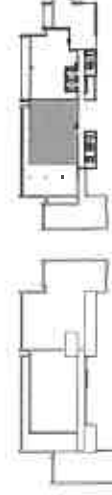
Areas are based on a Gross Floor area basis.
Excludes parking and other shared areas.

UNIT NUMBERS
2303

LOCATION PLAN

Enu Bank

Benjamin Wey



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CIRRUS

Developer: **PER SE**
Architect: **REDKEN MATHESON**

cirrusdevelopment.com

RESIDENCE 3D
3 Bedrooms
3 Bathrooms
Desk Space
Terrace Balcony

Internal Area: **124m²**
External Area: **64m²**
Total Area: **188m²**

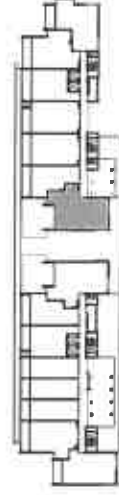
Areas are based on a Gross Floor area basis.
It excludes parking and outdoor storage areas.

UNIT NUMBERS
507

LOCATION PLAN

Enno Bank

Benjamin Way



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[illegible]UNIT NUMBERS
508

Areas are based on a Gross Floor area basis. It includes parking and external storage areas.



Developer	PER SE
Architect	REDGEN MATHESON

elmir@babel.com.na

COOLING OFF PERIOD

(for residential property only)

- 1 The Buyer may rescind this Contract at any time before 5 p.m. on the 5th working 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* or the *Leases (Commercial & Retail) Act 2001*.
- 2 If a consent to transfer is required by law, see cl. 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 this Contract. The Buyer may incur penalties if the Buyer does not pay the stamp duty within the required time.
- 5 There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- 6 The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 7 If the Lease is a concessional lease then restrictions on transfer and other dealings may apply.

DISPUTES

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

EXCHANGE OF CONTRACT

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

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

1 Definitions and Interpretation

1.1 Definitions appear in the Schedule and as follows:

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

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

Balance of the Price the Price less the Deposit;

Breach of Covenant

- 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);
- an Unapproved Structure;

Building Act the *Building Act 2004*;

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 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 the *Community Title Act 2001*;

Community Title Body Corporate 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 the time at which this Contract is completed;

Compliance Certificate a certificate issued for the Lease under s. 296 of the Planning Act or under s. 28 of the *City Area Leases Act 1936*; or s. 180 of the Land Act

Covenant includes restrictive covenant;

Default Notice a notice in accordance with cl. 18.5 and cl. 18.6;

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

Deposit 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 s. 78(1) of the Unit Titles Management Act;

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

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

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

Income rents and profits derived from the Property;

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

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

Land Rent Act the *Land Rent Act 2008*;

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

Lease 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 the *Legislation Act 2001*;

Liability of the Owners Corporation 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 a Lease that is not subject to the Land Rent Act;

Notice to Complete a notice in accordance with cl. 18.1 and cl. 18.2 requiring a party to complete;

Owners Corporation 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 the *Planning and Development Act 2007*;

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 1997*;

Property 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;

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

Section 119 Certificate a certificate for the Unit issued under s. 119 of the Unit Titles Management Act;

Section 56 Certificate a certificate for a Lot issued under s. 56 of the Community Title Act;

Section 67 Statement a statement for a Lot complying with s. 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 – see s. 17(3) 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 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 the *Unit Titles Act 2001*;

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

Units Plan 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*.

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 cl. 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 cash 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 cl. 2.3, then immediately and without the notice otherwise necessary under cl. 18, cl. 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).

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 s. 298 of the Planning Act. A Restriction on Transfer referring to "s. 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 s.251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in s. 251 and s. 252 of the Planning Act. A Restriction on Transfer referring to "s. 251" refers to this restriction.

4.3A If the Lease is subject to a Restriction on Transfer under s.265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in ss. 265 and 266 of the Planning Act. A Restriction on Transfer referring to "s. 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 cl. 4.2, cl. 4.3 or cl. 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 cl. 21 applies.

5 Particulars of title and submission of transfer

- 5.1 Unless cl. 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 executed by the Seller in the form prescribed by the *Land Titles Act 1925* to be held by the Buyer on trust for the Seller until Completion only for the purpose of:

5.2.1 signing;

5.2.2 completing the Buyer details and Co-ownership in accordance with this Contract; and

5.2.3 stamping by the Buyer,

and the Buyer must immediately return the transfer 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 cl. 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 s. 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.
- 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 1997*;
- (b) If applicable, the Seller has complied with the *Residential Tenancies Act 1997*;
- (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 1997*.

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 cl. 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.

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

14 Off the plan purchase

17 Compensation claims by Buyer

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and cl. 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.

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

15 Goods

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

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

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

15.2 The Goods are included in the Price.

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

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

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

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

17.1.2 If the Seller does not rescind under cl. 17.1.1, the parties must complete and:

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.

(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;

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:

(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;

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

(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;

(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.

(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;	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); and
			<i>*Alter as necessary</i>
		18.6.3	cannot be used to require a party to complete this Contract.
	(f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;	18.7	At the time the Default Notice is served, the party serving the Default Notice must not be in default.
	(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	18.8	The time specified in a Default Notice to rectify the specified default is an essential term.
	(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.	18.9	Cl. 19 or cl. 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 cl. 18.2 and cl. 18.6.2 is fair and reasonable.
18	Notice to Complete and Default Notice	19	Termination - Buyer default
18.1	If Completion does not take place in accordance with cl. 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.	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:
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.	19.1.1	sue the Buyer for breach; or
18.3	At the time the Notice to Complete is served the party serving the Notice to Complete must:	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.
	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.	19.2	In addition to any money kept or recovered under cl. 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 s. 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

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

22 Damages for delay In Completion

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

22.1.1 if the defaulting party is the Seller interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion;

**Insert percentage*

22.1.2 if the defaulting party is the Buyer interest on the Price at the rate of % per annum calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and

**Insert percentage*

22.1.3 the amount of \$440* (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.

**Alter as necessary*

22.2 Whether or not percentages are inserted in cl. 22.1.1 or cl. 22.1.2 the party at fault must pay the amount specified in cl. 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 cl 22.1.1 or cl 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*.

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 cl. 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 cl. 24.4.5(a).
- 24.5 If this Contract says the Buyer and Seller agree that the margin scheme applies to the supply of the Property, the Seller warrants that it can use the margin scheme and promises that it will.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 On Completion the Seller must 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:
- (a) leave it at; or
 - (b) 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
 - (c) serve it on that party's solicitor in any of the above ways; or
 - (d) 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
 - (e) 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 cl. 39, the provisions of cl. 17 will apply provided that cl. 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 Cl. 3.1, cl. 3.2 and cl. 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*.
- 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 cl. 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 cl. 8 must include an adjustment of the contributions to the Owners Corporation under s.78 and s.89.

32 Inspection of Unit

- 32.1 For the purposes of cl. 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 cl. 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 cl. 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 s. 78 and s. 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 s. 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:
- 33.3.1 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 cl. 7, Property includes the Common Property.
- 33.5 These warranties are in addition to those given in cl. 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 cl. 21 applies.
- 34.2 For the purposes of cl. 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 s. 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 cl. 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 s. 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 cl. 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 cl. 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 cl. 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 cl. 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 cl. 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 cl. 8 must include an adjustment of the contributions to the fund under s.45.

44 Inspection of property

44.1 For the purposes of cl. 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 s. 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 cl. 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 cl. 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:

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

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

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

Relevant Price 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 a certificate issued under s. 14-235 of the Withholding Law that covers the date of Completion;

Withholding Amount subject to cl. 51.6 and cl. 51.7, 10% 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 Subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953* and associated provisions.

51.2 If the Relevant Price is less than \$2,000,000.00, 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 cl. 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 cl. 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 cl. 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 cl 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If cl. 51.4 applies and the parties do not comply with cl 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.