

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

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		295	4421	7	209	Gungahlin
		and known as 295, Infinity Towers, 1 Anthony Rolfe Avenue, Gungahlin				
Seller	Full name ACN/ABN Address	Leigh Shane Gilbert 13 Madison Close, Bruce, ACT 2617				
Seller Solicitor	Firm Ref Phone DX/Address	Colquhoun Murphy KF:TR:181207 02 6248 0499 Fax 02 6248 9936 DX 5609 Canberra				
Stakeholder	Name	Colquhoun Murphy Trust Account				
Seller Agent	Firm Ref Phone DX/Address	Without the Intervention of an Agent Fax				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input type="checkbox"/> Vacant possession <input checked="" type="checkbox"/> Subject to tenancy				
Breach of Covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected.				
Date for Registration of Units Plan						
Date for Completion						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Potential residential land?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No <input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No <input type="checkbox"/> Yes			

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

Buyer	Full Name ACN/ABN Address				
Buyer Solicitor	Firm Ref Phone DX/Address	Fax			
Price	Price			(GST inclusive unless otherwise specified)	
	Less Deposit Balance	(10% of Price)		<input type="checkbox"/> Deposit by Instalments (clause 52 applies)	
Date of This Contract					

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

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

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

Seller Disclosure Documents

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

- ☐ Crown lease of the Land (including variations)
- ☒ Current edition of the certificate of title for the crown lease
- ☒ Deposited Plan for the Land
- ☒ Energy Efficiency Rating Statement
- ☐ Encumbrances shown on the certificate of title (excluding any mortgage or other encumbrance to be discharged)
- ☐ If there is an encumbrance not shown on the certificate of title – a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- ☒ Lease Conveyancing Inquiry Documents for the Property
- ☐ Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an "off-the-plan purchase")
- ☐ Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale, and if the Seller has obtained 2 or more reports in that period, each report.
- ☐ Pest information (except if the property is a Class A Unit, or is a residence that has never been occupied): Pest Inspection Report(s). The inspection must have been carried out no earlier than 3 months before the Property was advertised or offered for sale and, if the Seller has obtained 2 or more reports in the period 6 months before advertising or offering for sale, each report.

If the Property is off-the-plan:

- ☐ proposed plan
- ☐ inclusions list

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

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

Tenancy Summary

Premises	295/1 Anthony Rolfe Ave Gungahlin	Expiry date	21 April 2019
Tenant Name	Christos Kremastos	Rent	\$780.00 per fortnight
Commencement date	21 April 2018	Rent review date	As per tenancy terms
Term	12 months	Rent review mechanism	As per tenancy terms

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

Name	RHCF Pty Ltd trading as Raine & Horne Corporate Facilities ACT	Phone	02 6295 6888
Address	PO Box 3537, MANUKA ACT 2603		

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

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

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

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

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

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

GST

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

Tenancy

- ☒ Tenancy Agreement
- ☐ No written Tenancy Agreement exists

Invoices

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

Asbestos

- ☐ Asbestos Advice
- ☐ Current Asbestos Assessment Report

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;
- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;

- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed;

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

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

Planning Act means the *Planning and Development Act 2007* (ACT);

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

Required Documents has the meaning in the Sale of Residential Property Act and includes a Section 119 Certificate but excludes a copy of this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

2. Terms of payment

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

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

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

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

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

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

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

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

3. Title to the Lease

3.1 The Lease is or will before Completion be granted under the Planning Act.

3.2 The Lease is transferred subject to its provisions.

3.3 The title to the Lease is or will before Completion be registered under the *Land Titles Act 1925*.

3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.

3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

4. Restrictions on transfer

4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.

4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the

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

- 4.3 If the Lease is granted under the Planning Act and is a lease of the type referred to in section 251 of the Planning Act then this Contract is subject to the grant of the unconditional consent in section 251 and section 252 of the Planning Act. A Restriction on Transfer referring to "section 251" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 265 of the Planning Act, then this Contract is subject to the grant of the unconditional consent in sections 265 and 266 of the Planning Act. A Restriction on Transfer referring to "section 265" refers to this restriction.
- 4.4 Immediately after the Date of this Contract the Seller must do everything reasonably necessary to remove the restriction or obtain the consent required. If requested in writing, the Buyer must join in any application of the Seller and must do everything reasonably necessary to enable the Seller to obtain the consent. The Seller must pay all associated fees in connection with the application.
- 4.5 If the consent referred to in clauses 4.2, 4.3 or 4.3A is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 Within 7 days after the Date of this Contract the Seller must give the Buyer a transfer of the Lease in the form prescribed by the *Land Titles Act 1925* executed by the Seller, with the seller verification details having been completed, along with a copy of the seller verification declaration confirmation email (or emails, if applicable) issued to the Seller by the ACT Government, to be held by the Buyer on trust for the Seller until Completion only for the purpose of:
- 5.2.1 signing the transfer;
 - 5.2.2 completing the Buyer details and Co-ownership details in the transfer in accordance with this Contract; and
 - 5.2.3 stamping the transfer by the Buyer (if applicable),
- and the Buyer must immediately return the transfer and the copy of the seller verification declaration confirmation email (or emails, if applicable) if the Seller demands it.

- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
- 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
 - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
- 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
 - 6.2.2 the Buyer is not entitled to vacant possession,
- then the Buyer may either:
- 6.2.3 rescind; or
 - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
- 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
 - 6.4.2 a wall being or not being a party wall or the Property being affected by an easement for support or not having the benefit of an easement for support;
 - 6.4.3 any change in the Property due to fair wear and tear before Completion;
 - 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
 - 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
 - 6.4.6 the ownership or location of any dividing fence;

- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

7. Seller warranties

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

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

7.2 The Seller warrants that on Completion:

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

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

8. Adjustments

8.1 Subject to clause 8.2:

- 8.1.1 the Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges; and

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

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

- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.

- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.

- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.

- 9.2 If the Property is sold subject to a tenancy, the Seller has:

- 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or

- 9.2.2 completed the tenancy summary on page 2 of this Contract.

- 9.3 If the Property is sold subject to a tenancy:

- 9.3.1 the Seller warrants that except as disclosed in this Contract:

- (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
- (b) if applicable, the Seller has complied with the Residential Tenancies Act;
- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;

- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
 - (i) the Prescribed Terms; and
 - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

10. Inspection and condition of Property

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

11. Inspection of building file

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

12. Additional Seller obligations

- 12.1** Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
 - 12.1.1** comply with any notice issued by any authority before the Date of this Contract which requires work to be done or

money to be spent on or in relation to the Property or the Lease;

- 12.1.2** obtain approval for any Development conducted on the Land;
- 12.1.3** comply with the Lease to the extent to which the Seller is required to comply up to Completion;
- 12.1.4** comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
- 12.1.5** give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

13. Compliance Certificate

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

14. Off the plan purchase

- 14.1** If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached.

15. Goods

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

16. Errors and misdescriptions

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

17. Compensation claims by Buyer

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

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

- 17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:
 - (a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;
 - (b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest bearing account at call in the name of the Stakeholder in trust for the Seller and the Buyer;
 - (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
 - (d) the decision of the arbitrator is final and binding;
 - (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
 - (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
 - (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
 - (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

18. Notice to Complete and Default Notice

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

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

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.
- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination — Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:
 - 20.1.1 terminate and seek damages; or
 - 20.1.2 enforce without further notice any other rights and remedies available to the Buyer.
- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:
 - 21.1.1 the Deposit and all other money paid by the Buyer must be refunded to the Buyer immediately without any further authority being necessary; and
 - 21.1.2 neither party is liable to pay the other any amount for damages, costs or expenses.

* Alter as necessary

** Alter as necessary

22. Damages for delay in Completion

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

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

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

22.1.3 the amount of \$440.00* (including GST) to be applied towards any legal costs and disbursements incurred by the party not at fault if Completion occurs later than 7 days after the Date for Completion.

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

22.3 The parties agree that:

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

22.3.2 the damages must be paid on Completion.

23. Foreign Buyer

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

23.2 This clause is an essential term.

24. GST

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

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

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

24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but

24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

24.4.1 the parties agree the supply of the Property is the supply of a going concern;

24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;

24.4.3 the Seller must carry on the enterprise until Completion;

24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered;

24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:

(a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and

(b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).

24.5 If this Contract says the margin scheme applies:

24.5.1 the Seller warrants that it can use the margin scheme; and

24.5.2 the Buyer and Seller agree that the margin scheme is to apply, in respect of the sale of the Property.

24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.

* Insert percentage

- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

25. Power of attorney

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

26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 by delivering it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 send it by facsimile to a party's solicitor, unless it is not received (a notice is taken to have been received at the time shown in the transmission report that the whole facsimile was sent).
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

27. Unit title

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

28. Definitions and interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice

to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

29. Title to the Unit

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

30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

- 33.1 The Seller warrants that at the Date of this Contract:
- 33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:
 - (a) defects arising through fair wear and tear; and
 - (b) defects disclosed in this Contract;
 - 33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;
 - 33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

- 33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;
- 33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;
- 33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89; and
- 33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:
 - (a) as set out in Schedule 4 to the Unit Titles Management Act; or
 - (b) in respect of a corporation established under the *Unit Titles Act 1970 (repealed)* and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or
 - (c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; except for any alterations to those rules registered under section 108.

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

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

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

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

34. Damage or destruction before Completion

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

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not

destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Section 119 Certificate

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

37. Unregistered Units Plan

37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.

37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.

37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.

37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.

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

37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or

37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners Corporation from those set out in Schedule 4 of the Unit Title Management Act.
- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Section 119 Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of this Contract:
- 37.9.1 the Default Rules;
 - 37.9.2 details of any contract the Developer intends the Owners Corporation to enter, including:
 - (a) the amount of the Buyer's General Fund Contribution that will be used to service the contract; and
 - (b) any personal or business relationship between the Developer and another party to the contract;
 - 37.9.3 the Developer's estimate, based on reasonable grounds, of the Buyer's General Fund Contribution for 2 years after the Units Plan is registered;
 - 37.9.4 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals; and
 - 37.9.5 if a Staged Development of the Units is proposed — the proposed Development Statement and any amendment to the statement.
- 37.10 The Developer warrants that the information disclosed under the items referred to in clauses 37.9.1 to 37.9.5 inclusive is accurate.
- 37.11 The Buyer may, by written notice given to the Developer, cancel this Contract before Completion if:
- 37.11.1 the information disclosed within the items referred to in clauses 37.9.1 to 37.9.5 inclusive is incomplete or inaccurate; and

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

38. Cancellation of Contract

- 38.1 The Buyer may, by written notice given to the Seller, cancel this Contract if there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1, were this Contract completed at the time it is cancelled.
- 38.2 A notice under clause 38.1 must be given:
- 38.2.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 38.2.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Date of this Contract;
 - (b) another period agreed between the Buyer and Seller ends.
- 38.3 If the Buyer cancels this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

- 39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3.1 were this Contract to be completed.
- 39.2 The Buyer may, by written notice given to the Seller:
- 39.2.1 tell the Seller:
 - (a) about the breach; and
 - (b) that the Buyer will complete this Contract; and
 - 39.2.2 claim compensation for the breach.
- 39.3 A notice under clause 39.2 must be given:
- 39.3.1 if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
 - 39.3.2 in any other case — not later than 14 days after the later of the following happens:
 - (a) the Buyer's copy of the Contract is received by the Buyer;
 - (b) another period agreed between the Buyer and Seller ends.

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

- 42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

- 45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.
- 45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.
- 45.3 The Seller must attach a copy of the proposed Community Title Management Statement.
- 45.4 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or
 - 45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement

of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

- 45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.
- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.

- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
 - 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

- 51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding

Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

- 51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.
- 51.4 If neither clauses 51.2 or 51.3 apply, then:
- 51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;
- 51.4.2 the Buyer must:
- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;
- no later than 5 days before the Date for Completion;
- 51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and
- 51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.
- 51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:
- 51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and
- 51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.
- 51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.
- 51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.
- 51.8 Where a Clearance Certificate is provided by a Seller to the Buyer, the Seller warrants to the

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

52. Deposit by Instalments

- 52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.
- 52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.
- 52.3 The Buyer must pay the Deposit to the Stakeholder. The Seller agrees to accept the payment of the Deposit in two instalments as follows:
- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).

* Alter as necessary.

- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:
- RW Amount** means the amount which the Buyer must pay under section 14-250 of the Withholding Law;
- RW Amount Information** means the completed RW Amount details referred to on page 3 of this Contract; and
- RW Percentage** means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.
- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.
- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
- 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

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.

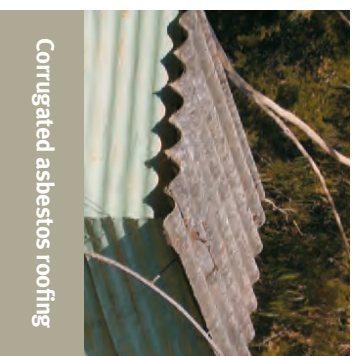
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



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.



Asbestos Awareness.
Helping everyone breathe easier.

SPECIAL CONDITIONS

1.1 Definitions

In this Contract, the following expressions have the following meanings:

ACT means the Australian Capital Territory;

Asbestos is defined in the *Dangerous Substances Act 2004* (ACT);

Authority means any government or any governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, committee, commission, authority, tribunal, agency, Minister, statutory body or entity and any utility, and includes the Planning and Land Authority;

Building Laws means any and all legislative instrument, regulation, Australian standard and other law relating to building, construction, planning and/or the undertaking of any additions and/or Improvements to land in the ACT;

Completion means the Date for Completion as noted in the Schedule;

Contaminated has the meaning as given under the *Environment Protection Act 1997* (ACT);

Goods are defined in the Schedule;

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

Income includes rents and profits derived from the Property;

Land is defined in the Schedule;

Printed Terms means the standard Law Society of the ACT Contract for Sale clauses 1 to 53 inclusive (2018 version), however it is noted that the Printed Terms are varied by these Special Conditions;

Property includes 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;

Schedule means the schedule of information in this Contract noted 'Schedule', normally the first page;

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

Special Conditions means the conditions of this Contract;

1.2 Variations to Printed Terms

The Printed Terms apply to this Contract, however are amended as follows:

- (a) clause 22.1.1, 0% to be inserted;
- (b) clause 22.1.2, 10% to be inserted.

2. The Buyer acknowledges by their execution hereof that this Contract contains the entire agreement between the Buyer and Seller in respect of this Property. The Buyer warrants that they have relied entirely on their own enquiries (including inspections) of this Property and they do not rely on any other document, arrangement or matter, regardless of form, as amending or qualifying anything set out in this Contract of Sale. The terms and conditions set out in this Contract of Sale contain the whole of the agreements between the parties in relation to the Property.
3. The Buyer acknowledges by their execution hereof that they are purchasing the Property and the Land in its current state and condition at the date of this contract, with all Improvements thereof including all fixtures, fittings and inclusions in their present condition and state of repair and the Buyer shall not make any requisition, objection or claim for compensation in respect of any such matters and the Seller shall not be required to carry out or effect any repairs or renovations which after the date hereof may be ordered by any Government Authority or officer thereof.
4. NOTWITHSTANDING anything contained to the contrary the Buyer agrees not to raise any requisition or objection or make any claim for compensation in respect of:-
 - a) any encroachment by or upon the subject Land;
 - b) the fence or boundary erections (if any) not standing on their correct boundaries;
 - c) any heritage significance of the land and Improvements under the heritage provisions of the *Planning & Development Act 2007* (ACT);
 - d) the nature, location, availability, non-availability, condition, existence or non-existence of any Service;
 - e) the fitness or purpose of the subject Property for any particular purpose;
 - f) the existence of Asbestos, contaminants or other substances on the Land or in the Improvements which may lead to the land being Contaminated as defined in the *Environment Protection Act 1997* (ACT).
5. **Agent Warranty**
 - 5.1 The Buyer warrants that they were not introduced to the subject Property by any person or agent other than the Seller's Agent noted on the Schedule, and that the sale of the subject Property to the Buyer was negotiated only by the Seller's Agent.
 - 5.2 The Buyer hereby indemnifies and will keep indemnified the Seller from any such claim for commission and all costs, demands, expenses and other charges arising out of or incidental to any breach of the warranty provided in Clause 5.1 above. This clause shall not merge on Completion.
6. The Seller will supply all keys to the Improvements in the Seller's possession to the Buyer on Completion. The Buyer will make no objection, requisition, claim for compensation or delay Completion in respect of any keys to the Improvements.
7. The Buyer and Seller agree that should Completion of this matter not be effected by the Date for Completion specified in the Schedule hereof, by reason of the fault of the Buyer,

then notwithstanding Clause 8 of this Contract for Sale, the Buyer shall be liable for Land Charges from the Date for Completion hereof. The Buyer further acknowledges that notwithstanding Clause 8 of this Contract for Sale, the Seller will be entitled to all Income in relation to the Property up to and including the date Completion is effected.

8. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, it is agreed that if the Buyer (and if the Buyer comprises of more than one party, then any one of the parties) prior to Completion, being a company, has a summons or application for its winding up presented, or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement, or scheme of arrangement with its creditors, then the Buyer will be in default under this contract.
9. Where the Buyer is a corporation, each Director of that corporation shall guarantee the corporation's performance of its obligations under this Contract. The Director's Guarantee is to be in the form attached marked as Annexure A.

ANNEXURE A
DIRECTOR'S GUARANTEE

I / We, (name of Directors).....

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 or after Completion; 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, liquidation or the subsequent death, bankruptcy or liquidation of any one or more of the Buyer's Directors; and
 - b. any indulgence, waiver or extension of time by the Seller to the Buyer or to me/us 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 all liability, loss, damage or claim due to the default of the Buyer which the Seller may incur in respect of this Contract.

Dated this _____ day of _____ 20____

Signed sealed and delivered by

Signature

Signature

In the presence of

Signature of Witness

Name of witness in full

Volume 2332 Folio 55 Edition 2

AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

LAND

Gungahlin Section 209 Block 7 on Deposited Plan 11467 with 433 units on Unit Plan Unit Plan 4421

Unit 295 (Class A) entitlement 22 of 10000, 3 subsidiaries

Lease commenced on 16/03/2018, terminating on 01/11/2109

Sole Proprietor

Leigh Shane Gilbert

of 13 Maddison Close Bruce ACT 2617

REGISTERED ENCUMBRANCES AND INTERESTS

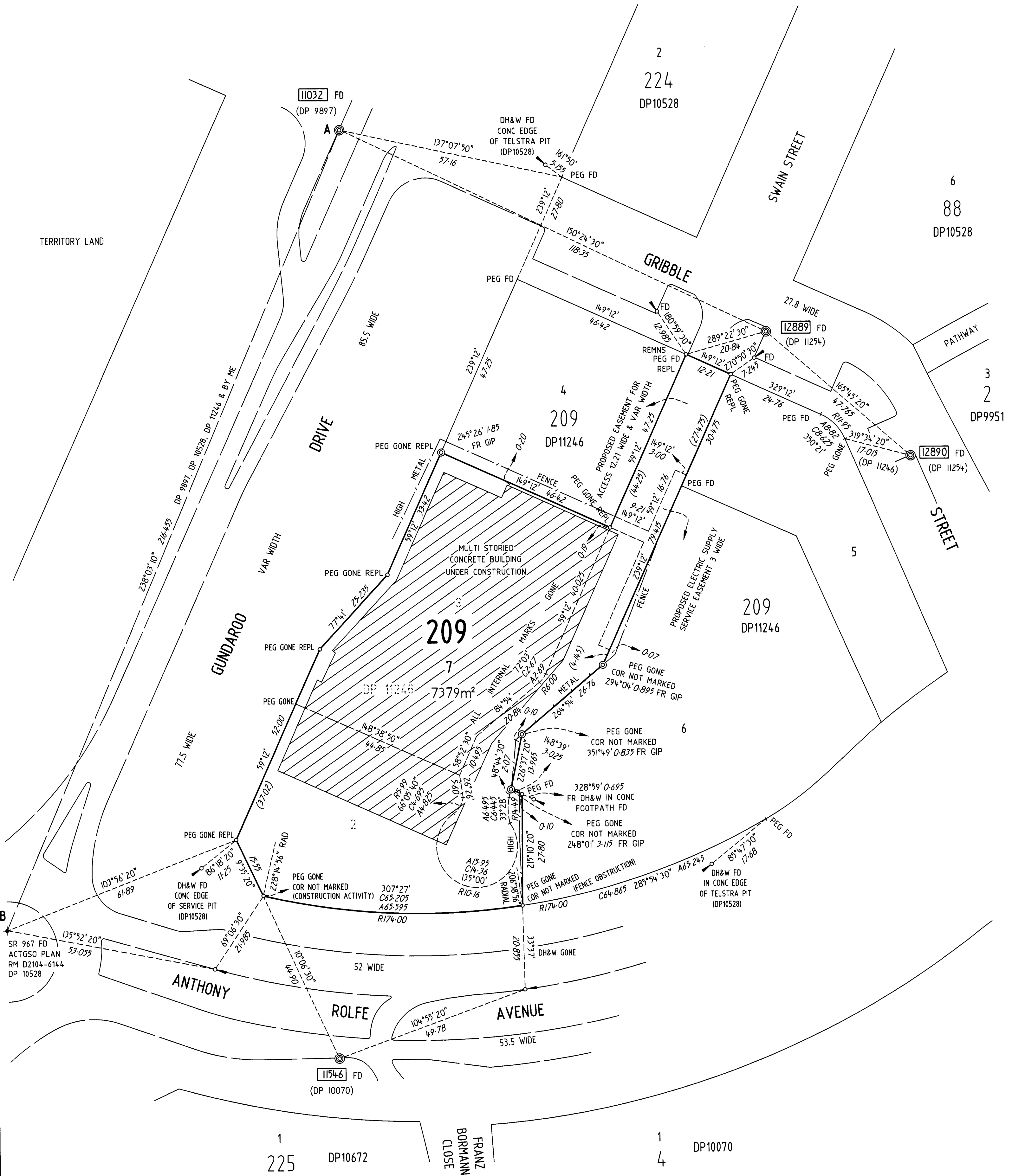
Original title is **Volume** N/A **Folio** N/A

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
27/04/2018	2148176	Mortgage to Westpac Banking Corporation

End of interests

SG/AG CO-ORDINATES OF REFERENCE MARKS		
CRM 11032	210943.79	615017.715
CRM 11546	210809.71	614828.745
CRM 12889	211002.23	614914.80
CRM 12890	211013.985	614868.505
SR 967	210760.12	614903.18



REFERENCE MARKS

- Denotes GIP in road 1.83 radially from TP
- Denotes CB in road 1.83 radially from TP
- Denotes PLAQUE IN KERB
- Denotes DEEP DRIVEN ROD
- Denotes DH&W IN KERB
- (Except as otherwise shown)

NOTE

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

Azimuth: A-B (Strom)

Field Books:
Surveyor's Ref : 09011.02

I, WILLIAM ROBERT CAMPBELL
of LANDdata SURVEYS Pty Ltd CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify
that the survey represented on this plan is accurate and has been
made in accordance with the Surveyors Practice Directions
and was completed on 17 January 2017

(Signature) *W.R. Campbell* 27-1-2017
Surveyor registered under the Surveyors Act 2007.

I certify that this plan is the plan prepared in accordance with the
Districts Act 2002

(Signature) *David Snowden* 31-01-2017
Surveyor-General of the ACT

PLAN OF BLOCK 7 SECTION 209 BEING A CONSOLIDATION OF BLOCKS 2 & 3

DIVISION: GUNGAHLIN
DISTRICT: GUNGAHLIN
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:600

0 5 10 20 30 40 METRES

Deposited in the office of the Registrar of Titles at Canberra
in the Australian Capital Territory the Tenth
day of March 2017 at 7 minutes
past 8 o'clock in the afternoon
Approved: *David Snowden*
David Snowden
Registrar-General



DEPOSITED PLAN

11467

AMENDS DP 11246

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Gungahlin Section 209 Block 7 on Deposited Plan 11467 with 433 units on Unit Plan Unit Plan 4421

Lease commenced on 16/03/2018, terminating on 01/11/2109

Common Property

The Owners-Units Plan No 4421

of Raine & Horne Strata 2 Kennedy Street Kingston ACT 2604

REGISTERED ENCUMBRANCES AND INTERESTS

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

Purpose Clause: Refer Units Plan

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
16/03/2018	2142689	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2267/74
19/10/2018	2180461	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

(This information is not guaranteed)

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124824271	Development Application	09/02/2012	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	19/07/2012

Description

COMMERCIAL-NEW BUSINESS PARK. Proposed construction of a new business park containing 5 office buildings from two storeys to twelve storeys; new multi storey carparking with associated basement and surface parking; addition of ancillary structures, signage and landscaping.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124827403	Development Application	06/01/2014	MERIT TRACK - MAJOR	APPROVAL CONDITIONAL	28/03/2014

NOTIFICATION**Description**

NON RESIDENTIAL-SIGNAGE-LEASE VARIATION. Proposed installation of pole signage; Subdivision of the site into 5 blocks.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124826785	Development Application	25/07/2014	DA - RECONSIDERATION	ACTIVE	25/07/2014

Description

LEASE VARIATION - Please see application form for details of the lease variation.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
124825765	Development Application	08/05/2015	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	05/11/2015

Description

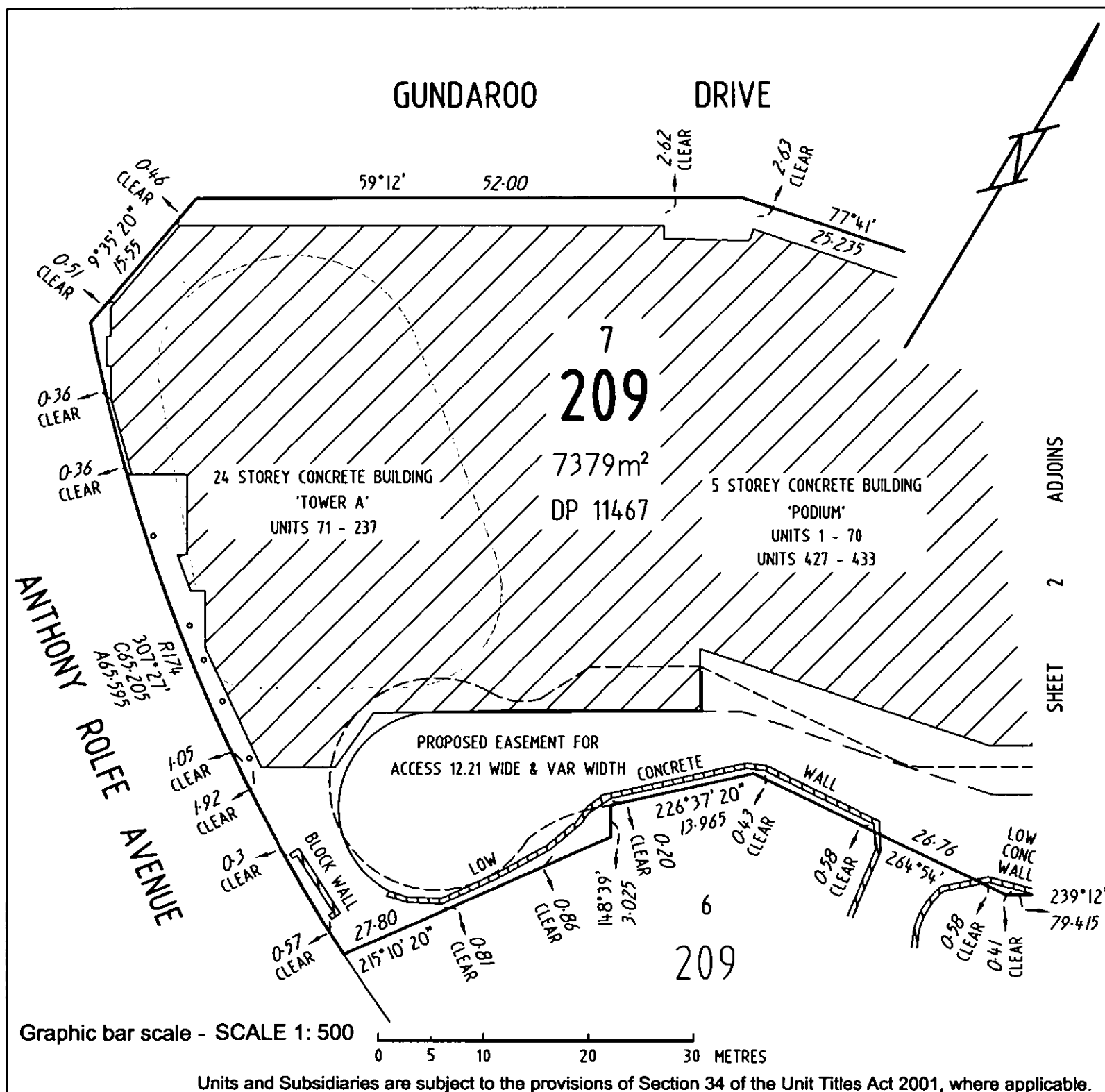
MULTI DWELLING-LEASE VARIATION-243 UNIT DEVELOPEMENT. Proposed construction of a standalone 22 storey building, comprising a total of 243 residential apartments. Site access via Gribble Street. Onsite parking comprising 1 basement and 4 podium levels which will provide a total of 292 parking spaces. Please see application form for details.

Form 088 - SP


LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety


SITE PLAN

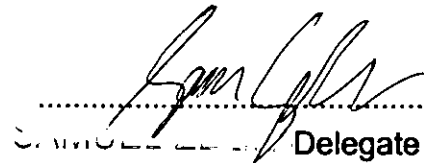
Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
GUNGAHLIN	209	7	A	4421



NG LANDHOLDINGS No.1 PTY LTD
 ACN: 601913839


NIKOLAOS GEORGALIS SOLE DIRECTOR
 Registered Proprietor


 26/02/2018
 Registered Surveyor

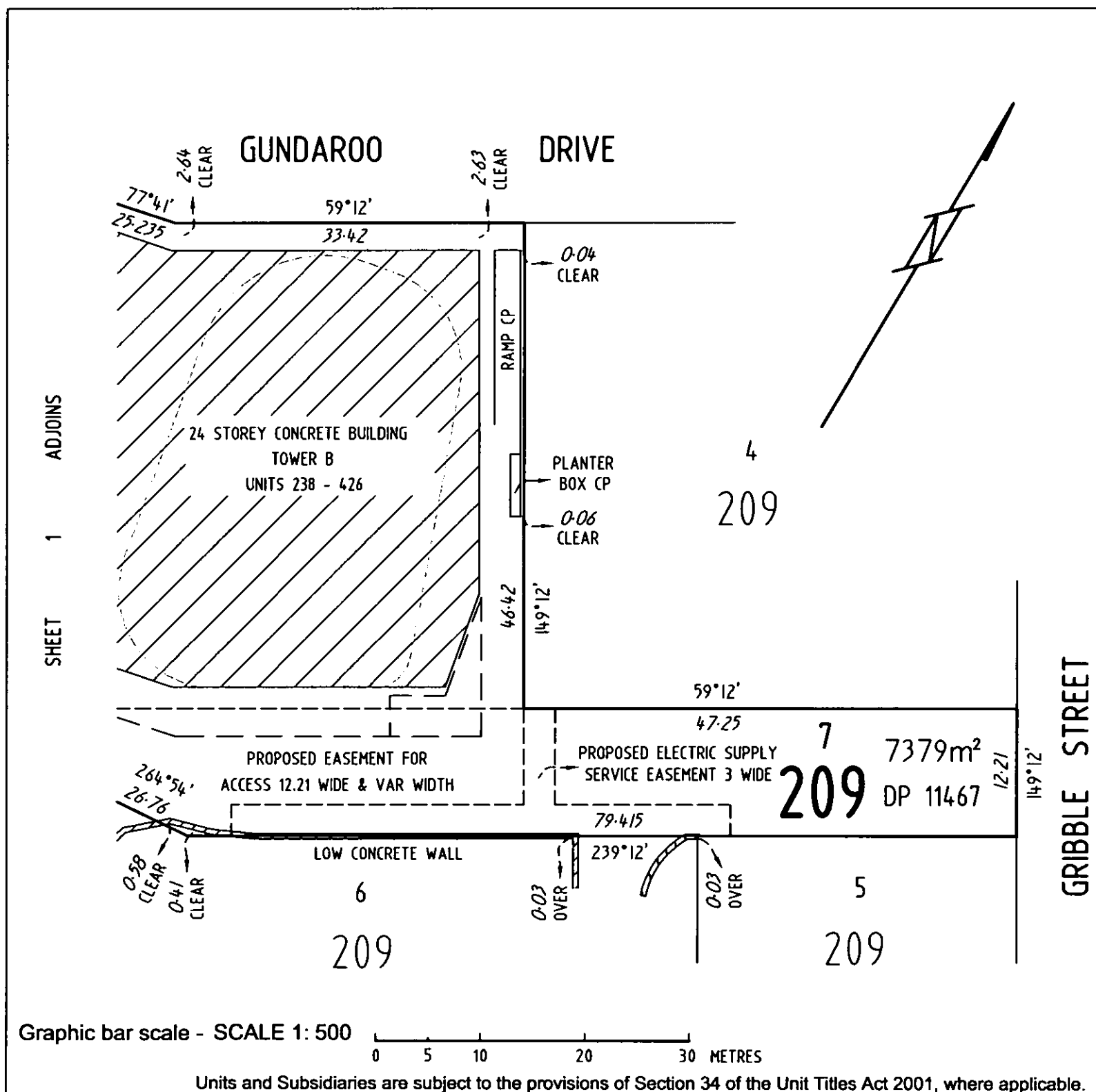

 Delegate of the
 ACT Planning and Land Authority

Form 088 - SP

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
GUNGAHLIN	209	7	A	4421



NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR Registered Proprietor	 16/02/2018 Registered Surveyor	 SAMUEL ZELLER Delegate of the ACT Planning and Land Authority
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Approved form AF 2010-179 approved by Brett Phillips, Registrar-General on 24/09/2010 under section 140 of the Land Titles Act 1925 (approved forms) - This form revokes AF2010-29

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


ACT
Government

Justice and Community Safety

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

SURVEYOR'S DECLARATION

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2267:74	GUNGAHLIN	209	7	11467	4421

NAME OF MANAGER / OWNERS CORPORATION
Raine & Horne Strata

ADDRESS FOR SERVICE OF NOTICE
2 Kennedy Street, Kingston ACT 2604

SURVEYOR'S DECLARATION

I, DAVID AMBROSE STONE of VERIS AUSTRALIA PTY LIMITED

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on 13/02/2018
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1925; and,
 - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

OR

- | | |
|-----------------|---|
| 3 (a), (b), (c) | <ol style="list-style-type: none"> All units and unit subsidiaries shown in the diagrams are wholly within the parcel; The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and, The diagrams clearly indicate the existence, nature and extent of any easement granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel. |
|-----------------|---|

Signature of Registered Surveyor

13/02/2018

Dated

APPROVED UNDER THE UNIT TITLES ACT 2001,

AS THE UNITS PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND

 SAMUEL ZELLER Delegate of the Authority / Executive	7 March 2018 Dated
OFFICE USE ONLY	

LODGED BY		REGISTERED BY	<i>10</i>
EXAMINED BY	<i>P</i>	REGISTRATION DATE	16 MAR 2018
DATA ENTERED BY			

SUE

Form 078



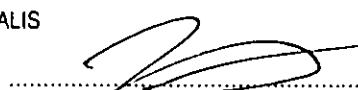
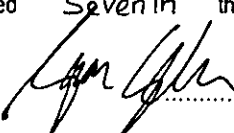


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	32	3	2329	61
2	32	3	2329	62
3	32	3	2329	63
4	32	3	2329	64
5	40	4	2329	65
6	35	3	2329	66
7	27	4	2329	67
8	32	4	2329	68
9	32	3	2329	69
10	32	3	2329	70
11	33	3	2329	71
12	33	3	2329	72
13	23	3	2329	73
14	16	3	2329	74
15	21	3	2329	75
16	16	3	2329	76
17	16	3	2329	77
18	16	3	2329	78
19	15	3	2329	79
20	15	3	2329	80
21	16	3	2329	81
22	19	3	2329	82
23	17	3	2329	83
24	17	3	2329	84
25	17	3	2329	85
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Seventh this day of March 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General  Deputy Registrar-General	

SUE

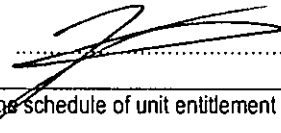
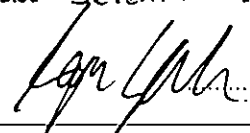
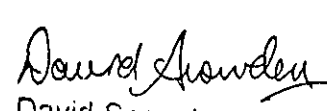

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	17	3	2329	86
27	17	3	2329	87
28	17	3	2329	88
29	17	3	2329	89
30	17	3	2329	90
31	15	3	2329	91
32	17	3	2329	92
33	17	3	2329	93
34	17	3	2329	94
35	17	3	2329	95
36	16	3	2329	96
37	16	3	2329	97
38	16	3	2329	98
39	16	3	2329	99
40	16	3	2329	100
41	19	3	2330	1
42	17	3	2330	2
43	17	3	2330	3
44	17	3	2330	4
45	17	3	2330	5
46	17	3	2330	6
47	17	3	2330	7
48	17	3	2330	8
49	17	3	2330	9
50	15	3	2330	10
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:  David Snowden Registrar-General/Deputy Registrar-General 	

SUE

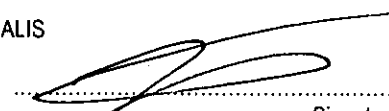

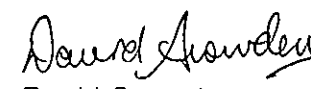

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNG AHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	18	3	2330	11
52	17	3	2330	12
53	17	3	2330	13
54	17	3	2330	14
55	16	3	2330	15
56	16	3	2330	16
57	16	3	2330	17
58	16	3	2330	18
59	17	3	2330	19
60	20	3	2330	20
61	18	3	2330	21
62	17	3	2330	22
63	17	3	2330	23
64	17	3	2330	24
65	17	3	2330	25
66	15	3	2330	26
67	18	3	2330	27
68	17	3	2330	28
69	17	3	2330	29
70	17	3	2330	30
71	27	3	2330	31
72	19	3	2330	32
73	27	3	2330	33
74	17	3	2330	34
75	24	3	2330	35
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Seventh this day of March 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General  Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	21	3	2330	36
77	34	3	2330	37
78	23	3	2330	38
79	21	3	2330	39
80	35	3	2330	40
81	24	4	2330	41
82	24	4	2330	42
83	16	3	2330	43
84	21	4	2330	44
85	14	3	2330	45
86	22	3	2330	46
87	16	3	2330	47
88	25	4	2330	48
89	21	3	2330	49
90	22	3	2330	50
91	28	4	2330	51
92	25	4	2330	52
93	24	4	2330	53
94	17	3	2330	54
95	21	4	2330	55
96	15	3	2330	56
97	22	3	2330	57
98	17	3	2330	58
99	25	4	2330	59
100	21	3	2330	60

Aggregate

NG LANDHOLDINGS No.1 PTY LTD
 ACN: 601913839
 NIKOLAOS GEORGALIS
 SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of March 2018

SAMUEL ZELLER

Delegate of the Authority/Executive

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

Volume

Folio

2329

60

David Snowden
 David Snowden
 Registrar-General



Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	22	3	2330	61
102	28	4	2330	62
103	25	4	2330	63
104	25	4	2330	64
105	17	3	2330	65
106	22	4	2330	66
107	15	3	2330	67
108	22	3	2330	68
109	17	3	2330	69
110	25	4	2330	70
111	21	3	2330	71
112	22	3	2330	72
113	28	4	2330	73
114	25	4	2330	74
115	25	4	2330	75
116	17	3	2330	76
117	22	4	2330	77
118	15	3	2330	78
119	22	3	2330	79
120	17	3	2330	80
121	26	4	2330	81
122	22	3	2330	82
123	23	3	2330	83
124	29	4	2330	84
125	25	4	2330	85

Aggregate

NG LANDHOLDINGS No.1 PTY LTD
 ACN: 601913839
 NIKOLAOS GEORGALIS
 SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of March 2018

SAMUEL ZELLER
 Delegate of the Authority/Executive

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

Volume

Folio

2329

60

David Snowden
 Registrar-General

Deputy Registrar-General



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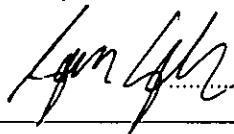


Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
126	25	4	2330	86
127	17	3	2330	87
128	22	4	2330	88
129	15	3	2330	89
130	23	3	2330	90
131	17	3	2330	91
132	26	4	2330	92
133	22	3	2330	93
134	23	3	2330	94
135	29	4	2330	95
136	25	4	2330	96
137	25	4	2330	97
138	17	3	2330	98
139	22	4	2330	99
140	16	3	2330	100
141	23	3	2331	1
142	17	3	2331	2
143	26	4	2331	3
144	22	3	2331	4
145	23	3	2331	5
146	29	4	2331	6
147	26	4	2331	7
148	26	4	2331	8
149	18	3	2331	9
150	23	4	2331	10
Aggregate				
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General	
			 Deputy Registrar-General	

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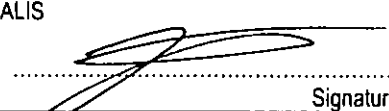
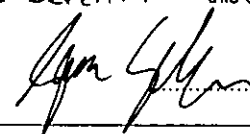


Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
151	16	3	2331	11
152	23	3	2331	12
153	18	3	2331	13
154	26	4	2331	14
155	22	3	2331	15
156	23	3	2331	16
157	29	4	2331	17
158	26	4	2331	18
159	26	4	2331	19
160	18	3	2331	20
161	23	4	2331	21
162	16	3	2331	22
163	23	3	2331	23
164	18	3	2331	24
165	26	4	2331	25
166	23	3	2331	26
167	24	3	2331	27
168	30	4	2331	28
169	26	4	2331	29
170	26	4	2331	30
171	18	3	2331	31
172	23	4	2331	32
173	16	3	2331	33
174	24	3	2331	34
175	18	3	2331	35
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General  Deputy Registrar-General	

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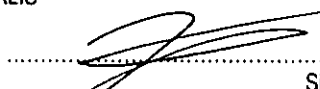
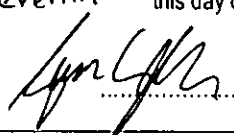

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
176	27	4	2331	36
177	23	3	2331	37
178	24	3	2331	38
179	30	4	2331	39
180	26	4	2331	40
181	26	4	2331	41
182	18	3	2331	42
183	23	4	2331	43
184	17	3	2331	44
185	24	3	2331	45
186	18	3	2332	46
187	27	4	2331	47
188	23	3	2331	48
189	24	3	2331	49
190	30	4	2331	50
191	27	4	2331	51
192	27	4	2331	52
193	19	3	2331	53
194	23	4	2331	54
195	17	3	2331	55
196	24	3	2331	56
197	19	3	2331	57
198	27	4	2331	58
199	23	3	2331	59
200	24	3	2331	60
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Seventh this day of March 2018  SAMUEL ZELLER Delegate of the Authority/Executive			David Snowden Registrar-General  Deputy Registrar-General	

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Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
201	30	4	2331	61
202	27	4	2331	62
203	27	4	2331	63
204	19	3	2331	64
205	24	4	2331	65
206	17	3	2331	66
207	24	3	2331	67
208	19	3	2331	68
209	27	4	2331	69
210	23	3	2331	70
211	24	3	2331	71
212	30	4	2331	72
213	27	4	2331	73
214	27	4	2331	74
215	19	3	2331	75
216	24	3	2331	76
217	17	3	2331	77
218	24	3	2331	78
219	19	3	2331	79
220	28	4	2331	80
221	23	3	2331	81
222	24	3	2331	82
223	31	4	2331	83
224	27	4	2331	84
225	27	4	2331	85

Aggregate

NG LANDHOLDINGS No.1 PTY LTD
 ACN: 601913839
 NIKOLAOS GEORGALIS
 SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of March 2018

SAMUEL ZELLER
 Delegate of the Authority/Executive

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

Volume

Folio

2329**60**

David Snowden
 David Snowden
 Registrar-General



Deputy Registrar-General

SUE

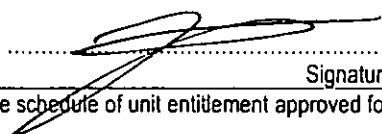
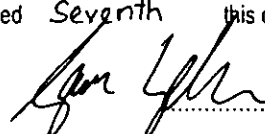
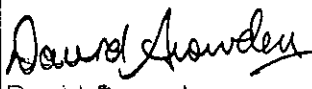

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
226	27	3	2331	86
227	27	3	2331	87
228	19	3	2331	88
229	28	4	2331	89
230	24	3	2331	90
231	25	3	2331	91
232	31	4	2331	92
233	54	4	2331	93
234	50	4	2331	94
235	45	3	2331	95
236	53	4	2331	96
237	51	3	2331	97
238	27	3	2331	98
239	33	3	2331	99
240	25	3	2331	100
241	21	3	2332	1
242	34	3	2332	2
243	19	3	2332	3
244	28	3	2332	4
245	17	3	2332	5
246	28	3	2332	6
247	20	3	2332	7
248	23	4	2332	8
249	26	4	2332	9
250	22	3	2332	10
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General  Deputy Registrar-General	

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Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
251	21	3	2332	11
252	25	4	2332	12
253	17	3	2332	13
254	21	3	2332	14
255	15	3	2332	15
256	21	4	2332	16
257	17	4	2332	17
258	23	4	2332	18
259	23	4	2332	19
260	26	4	2332	20
261	22	3	2332	21
262	21	3	2332	22
263	25	4	2332	23
264	17	3	2332	24
265	21	3	2332	25
266	15	3	2332	26
267	21	4	2332	27
268	17	3	2332	28
269	23	4	2332	29
270	23	4	2332	30
271	26	4	2332	31
272	22	3	2332	32
273	21	3	2332	33
274	26	4	2332	34
275	17	3	2332	35

Aggregate

NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839
NIKOLAOS GEORGALIS
SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of March 2018

SAMUEL ZELLER

Delegate of the Authority/Executive

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

Volume

Folio

2329

60

David Snowden
Registrar-General

Deputy Registrar-General



SUE

Form 078



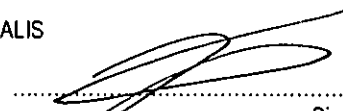
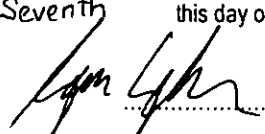


SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
276	22	3	2332	36
277	16	3	2332	37
278	22	4	2332	38
279	18	3	2332	39
280	24	4	2332	40
281	24	4	2332	41
282	27	4	2332	42
283	23	3	2332	43
284	22	3	2332	44
285	26	4	2332	45
286	18	3	2332	46
287	22	3	2332	47
288	16	3	2332	48
289	22	4	2332	49
290	18	3	2332	50
291	24	4	2332	51
292	24	4	2332	52
293	27	4	2332	53
294	23	3	2332	54
295	22	3	2332	55
296	26	4	2332	56
297	18	3	2332	57
298	22	3	2332	58
299	16	3	2332	59
300	22	4	2332	60
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Seventh this day of March 2018  SAMUEL ZELLER Delegate of the Authority/Executive			 David Snowden Registrar-General  Deputy Registrar-General	

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
301	18	3	2332	61
302	24	4	2332	62
303	24	4	2332	63
304	27	4	2332	64
305	23	3	2332	65
306	22	3	2332	66
307	26	4	2332	67
308	18	3	2332	68
309	22	3	2332	69
310	16	3	2332	70
311	22	4	2332	71
312	18	3	2332	72
313	24	4	2332	73
314	24	4	2332	74
315	27	4	2332	75
316	23	3	2332	76
317	22	3	2332	77
318	26	4	2332	78
319	18	3	2332	79
320	23	3	2332	80
321	17	3	2332	81
322	23	4	2332	82
323	19	3	2332	83
324	24	4	2332	84
325	24	4	2332	85

Aggregate

NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839
NIKOLAOS GEORGALIS
SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated Seventh this day of March 2018

SAMUEL ZELLER
Delegate of the Authority/Executive

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

Volume

Folio

2329

60

David Snowden
Deputy Registrar-General



Deputy Registrar-General

**SUE**

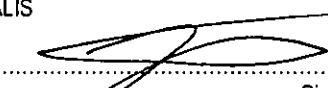


Form 078

SCHEDULE OF UNIT ENTITLEMENTS**1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
326	28	4	2332	86
327	24	3	2332	87
328	23	3	2332	88
329	27	4	2332	89
330	19	3	2332	90
331	23	3	2332	91
332	17	3	2332	92
333	23	4	2332	93
334	19	3	2332	94
335	25	4	2332	95
336	25	4	2332	96
337	28	4	2332	97
338	24	3	2332	98
339	23	3	2332	99
340	27	4	2332	100
341	19	3	2333	1
342	23	3	2333	2
343	17	3	2333	3
344	23	4	2333	4
345	19	3	2333	5
346	25	4	2333	6
347	25	4	2333	7
348	28	4	2333	8
349	24	3	2333	9
350	23	3	2333	10
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			David Snowden Registrar-General  Deputy Registrar-General	

SUE

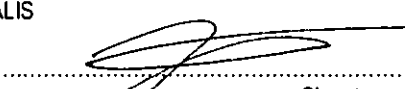
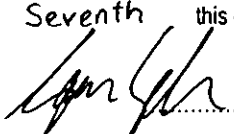

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7.

Unit Plan No
A421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
351	27	4	2333	11
352	19	3	2333	12
353	23	3	2333	13
354	17	3	2333	14
355	23	4	2333	15
356	19	3	2333	16
357	25	4	2333	17
358	25	4	2333	18
359	28	4	2333	19
360	24	3	2333	20
361	23	3	2333	21
362	27	4	2333	22
363	19	3	2333	23
364	23	3	2333	24
365	17	3	2333	25
366	23	4	2333	26
367	19	3	2333	27
368	25	4	2333	28
369	26	4	2333	29
370	28	4	2333	30
371	24	3	2333	31
372	23	3	2333	32
373	28	4	2333	33
374	19	3	2333	34
375	24	3	2333	35
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR  Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 2018  SAMUEL ZELLER Delegate of the Authority/Executive			David Snowden Registrar-General  Deputy Registrar-General	

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
376	18	3	2333	36
377	24	4	2333	37
378	20	3	2333	38
379	26	4	2333	39
380	26	4	2333	40
381	29	4	2333	41
382	24	3	2333	42
383	23	3	2333	43
384	28	4	2333	44
385	20	3	2333	45
386	24	3	2333	46
387	18	3	2333	47
388	24	4	2333	48
389	20	3	2333	49
390	26	4	2333	50
391	26	4	2333	51
392	29	4	2333	52
393	25	3	2333	53
394	24	3	2333	54
395	28	4	2333	55
396	20	3	2333	56
397	24	3	2333	57
398	18	3	2333	58
399	24	4	2333	59
400	20	3	2333	60

Aggregate

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

Volume**Folio**

2329

60

NG LANDHOLDINGS No.1 PTY LTD
 ACN: 601913839
 NIKOLAOS GEORGALIS
 SOLE DIRECTOR

Signature of Lessee

Column 1 above is the schedule of unit entitlement approved for the subdivision.

Dated *seventh* this day of *March* 20*06*

Samuel Zeller
 Delegate of the Authority Executive

David Snowden
 David Snowden
 Registrar-General



Deputy Registrar-General

SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS****1. LAND**

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No
4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
401	26	4	2333	61
402	26	4	2333	62
403	29	4	2323	63
404	25	3	2333	64
405	24	3	2333	65
406	28	4	2333	66
407	20	3	2333	67
408	24	3	2333	68
409	18	3	2333	69
410	20	3	2333	70
411	20	3	2333	71
412	26	4	2333	72
413	28	4	2333	73
414	29	4	2333	74
415	26	3	2333	75
416	24	3	2333	76
417	28	4	2333	77
418	19	3	2333	78
419	27	3	2333	79
420	27	3	2333	80
421	28	4	2333	81
422	60	4	2333	82
423	56	3	2333	83
424	52	4	2333	84
425	47	3	2333	85
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
NG LANDHOLDINGS No.1 PTY LTD ACN: 601913839 NIKOLAOS GEORGALIS SOLE DIRECTOR <i>[Signature]</i> Signature of Lessee			Volume	Folio
			2329	60
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <u>Seventh</u> this day of <u>March</u> 20 <u>18</u> <i>[Signature]</i> SAMUEL ZELLER Delegate of the Authority/Executive			<i>[Signature]</i> David Snowden Registrar-General Deputy Registrar-General	



Form 078

SCHEDULE OF UNIT ENTITLEMENTS

District/Division	Section	Block
GUNGAHLIN	209	7

Unit Plan No

4421

2. APPROVAL UNDER UNIT TITLES ACT 2001

[illegible]

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block
GUNGAHLIN	209	7

UNITS PLAN No.
4421

ADDRESS	BUILDING	UNIT IDENTIFIER				YARD / BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
		1	36, 45	G, 1	1	1	36	2	42	3	44	3
		2	36, 45	G, 1	2	1	36	2	42	3	44	3
		3	36, 45	G, 1	3	1	36	2	42	3	44	3
		4	37, 46	G, 1	4	1	37	2	42	3	44	3
		5	37, 46	G, 1	5	1, 2	37, 46	3	42	4	44	4
		6	38, 47	G, 1	6	1	38	2	34	3	35	3
		7	38, 47	G, 1	7	1, 2	38, 47	3	32	4	32	4
		8	38, 47	G, 1	8	1, 2	38, 47	3	32	4	32	4
		9	39, 48	G, 1	9	1	39	2	30	3	35	3
		10	39, 48	G, 1	10	1	39	2	31	3	31	3
		11	39, 48	G, 1	11	1	39	2	31	3	31	3
		12	52	1	12	1	52	2	46	3	46	3
		13	52	1	13	1	52	2	45	3	45	3
		14	52	1	14	1	52	2	45	3	53	3
		15	45	1	15	1	45	2	45	3	53	3
		16	45	1	16	1	45	2	45	3	53	3
		17	61	2	17	1	61	2	61	3	61	3
		18	61	2	18	1	61	2	60	3	60	3
		19	61	2	19	1	61	2	60	3	60	3
		20	61	2	20	1	61	2	60	3	60	3
		21	61	2	21	1	61	2	61	3	61	3
		22	54	2	22	1	54	2	54	3	62	3
		23	54	2	23	1	54	2	54	3	62	3
		24	54	2	24	1	54	2	54	3	62	3
		25	54	2	25	1	54	2	54	3	62	3
		26	54	2	26	1	54	2	55	3	62	3
		27	55	2	27	1	55	2	54	3	62	3
		28	55	2	28	1	55	2	55	3	55	3
		29	55	2	29	1	55	2	55	3	55	3
		30	56	2	30	1	56	2	58	3	58	3
		31	56	2	31	1	56	2	56	3	56	3
		32	56	2	32	1	56	2	57	3	57	3
		33	57	2	33	1	57	2	57	3	57	3
		34	57	2	34	1	57	2	57	3	57	3
		35	57	2	35	1	57	2	58	3	58	3
		36	70	3	36	1	70	2	70	3	70	3
		37	70	3	37	1	70	2	69	3	69	3
		38	70	3	38	1	70	2	69	3	69	3
		39	70	3	39	1	70	2	69	3	69	3
		40	70	3	40	1	70	2	70	3	70	3
		41	63	3	41	1	63	2	63	3	71	3
		42	63	3	42	1	63	2	64	3	71	3
		43	63	3	43	1	63	2	64	3	64	3
		44	63	3	44	1	63	2	63	3	71	3
		45	63	3	45	1	63	2	69	3	71	3
		46	64	3	46	1	64	2	63	3	71	3
		47	64	3	47	1	64	2	69	3	71	3
		48	64	3	48	1	64	2	64	3	64	3
		49	65	3	49	1	65	2	66	3	66	3
		50	65	3	50	1	65	2	67	3	67	3
		51	65	3	51	1	65	2	67	3	67	3
		52	66	3	52	1	66	2	67	3	67	3
		53	66	3	53	1	66	2	66	3	71	3
		54	66	3	54	1	66	2	67	3	67	3
		55	79	4	55	1	79	2	79	3	79	3
		56	79	4	56	1	79	2	78	3	80	3
		57	79	4	57	1	79	2	78	3	80	3
		58	79	4	58	1	79	2	79	3	79	3
		59	79	4	59	1	79	2	72	3	80	3
		60	72	4	60	1	72	2	72	3	80	3
		61	72	4	61	1	72	2	73	3	80	3
		62	72	4	62	1	72	2	73	3	80	3
		63	72	4	63	1	72	2	72	3	80	3
		64	72	4	64	1	72	2	73	3	80	3
		65	73	4	65	1	73	2	72	3	80	3
		66	74	4	66	1	74	2	74	3	73	3
		67	74	4	67	1	74	2	74	3	73	3
		68	75	4	68	1	75	2	74	3	73	3
		69	75	4	69	1	75	2	75	3	75	3
		70	75	4	70	1	75	2	74	3	74	3
		71	81	5	71	1	81	2	48	3	48	3
		72	84	5	72	1	84	2	58	3	54	3

NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

.....
SAMUEL ZELLER Delegate of the
 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

--	--

ADDRESS	BUILDING	UNIT IDENTIFIER				YARD/BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
ANTHONY ROULE AVENUE BUILDING A	1	73	84	5	73	1	84	2	69	3	44	3
		74	84	5	74	1	84	2	37	3	37	3
		75	84	5	75	1	84	2	60	3	62	3
		76	84	5	76	1	84	2	56	3	54	3
		77	81	5	77	1	81	2	51	3	53	3
		78	81	5	78	1	81	2	68	3	71	3
		79	81	5	79	1	81	2	78	3	80	3
		80	81	5	80	1	81	2	51	3	53	3
		81	85	6	81	1,2	85,85	3	78	4	80	4
		82	85	6	82	1,2	85,85	3	61	4	42	4
		83	85	6	83	1	85	2	50	3	49	3
		84	85	6	84	1,2	85,85	3	69	4	71	4
		85	85	6	85	1	85	2	38	3	38	3
		86	85	6	86	1	85	2	77	3	73	3
		87	85	6	87	1	85	2	50	3	49	3
		88	85	6	88	1,2	85,85	3	73	4	80	4
		89	85	6	89	1	85	2	60	3	62	3
		90	85	6	90	1	85	2	79	3	79	3
		91	85	6	91	1,2	85,85	3	69	4	71	4
		92	87	7	92	1,2	87,87	3	59	4	38	4
		93	87	7	93	1,2	87,87	3	78	4	78	4
		94	87	7	94	1	87	2	50	3	53	3
		95	87	7	95	1,2	87,87	3	68	4	44	4
		96	87	7	96	1	87	2	58	3	58	3
		97	87	7	97	1	87	2	77	3	80	3
		98	87	7	98	1	87	2	50	3	42	3
		99	87	7	99	1,2	87,87	3	73	4	80	4
		100	87	7	100	1	87	2	68	3	44	3
		101	87	7	101	1	87	2	69	3	71	3
		102	87	7	102	1,2	87,87	3	69	4	69	4
		103	89	8	103	1,2	89,89	3	78	4	78	4
		104	89	8	104	1,2	89,89	3	59	4	38	4
		105	89	8	105	1	89	2	50	3	49	3
		106	89	8	106	1,2	89,89	3	69	4	71	4
		107	89	8	107	1	89	2	63	3	71	3
		108	89	8	108	1	89	2	78	3	80	3
		109	89	8	109	1	89	2	50	3	53	3
		110	89	8	110	1,2	89,89	3	79	4	79	4
		111	89	8	111	1	89	2	68	3	71	3
		112	89	8	112	1	89	2	68	3	44	3
		113	89	8	113	1,2	89,89	3	69	4	71	4
		114	91	9	114	1,2	91,91	3	79	4	79	4
		115	91	9	115	1,2	91,91	3	47	4	45	4
		116	91	9	116	1	91	2	50	3	42	3
		117	91	9	117	1,2	91,91	3	77	4	73	4
		118	91	9	118	1	91	2	54	3	62	3
		119	91	9	119	1	91	2	78	3	78	3
		120	91	9	120	1	91	2	45	3	45	3
		121	91	9	121	1,2	91,91	3	69	4	71	4
		122	91	9	122	1	91	2	65	3	63	3
		123	91	9	123	1	91	2	65	3	71	3
		124	91	9	124	1,2	91,91	3	64	4	71	4
		125	93	10	125	1,2	93,93	3	60	4	62	4
		126	93	10	126	1,2	93,93	3	61	4	61	4
		127	93	10	127	1	93	2	50	3	42	3
		128	93	10	128	1,2	93,93	3	78	4	80	4
		129	93	10	129	1	93	2	45	3	53	3
		130	93	10	130	1	93	2	78	3	78	3
		131	93	10	131	1	93	2	50	3	53	3
		132	93	10	132	1,2	93,93	3	69	4	69	4
		133	93	10	133	1	93	2	52	3	74	3
		134	93	10	134	1	93	2	70	3	70	3
		135	93	10	135	1,2	93,93	3	60	4	60	4
		136	95	11	136	1,2	95,95	3	42	4	44	4
		137	95	11	137	1,2	95,95	3	60	4	62	4
		138	95	11	138	1	95	2	50	3	48	3
		139	95	11	139	1,2	95,95	3	78	4	80	4
		140	95	11	140	1	95	2	45	3	53	3
		141	95	11	141	1	95	2	78	3	78	3
		142	95	11	142	1	95	2	50	3	53	3
		143	95	11	143	1,2	95,95	3	69	4	71	4
		144	95	11	144	1	95	2	65	3	63	3

NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

.....
 Delegate of the
 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

ADDRESS	BUILDING	UNIT IDENTIFIER				YARD / BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
ANTHONY	BUILDING A	145	95	11	145	1	95	2	77	3	73	3
		146	95	11	146	1,2	95,95	3	80	4	62	4
		147	97	12	147	1,2	97,97	3	42	4	44	4
		148	97	12	148	1,2	97,97	3	68	4	71	4
		149	97	12	149	1	97	2	50	3	74	3
		150	97	12	150	1,2	97,97	3	74	4	73	4
		151	97	12	151	1	97	2	52	3	52	3
		152	97	12	152	1	97	2	69	3	69	3
		153	97	12	153	1	97	2	59	3	38	3
		154	97	12	154	1,2	97,97	3	64	4	64	4
		155	97	12	155	1	97	2	70	3	36	3
		156	97	12	156	1	97	2	78	3	80	3
		157	97	12	157	1,2	97,97	3	55	4	55	4
		158	99	13	158	1,2	99,99	3	47	4	49	4
		159	99	13	159	1,2	99,99	3	47	4	45	4
		160	99	13	160	1	99	2	51	3	51	3
		161	99	13	161	1,2	99,99	3	73	4	80	4
		162	99	13	162	1	99	2	36	3	44	3
		163	99	13	163	1	99	2	78	3	80	3
		164	99	13	164	1	99	2	60	3	62	3
		165	99	13	165	1,2	99,99	3	63	4	71	4
		166	99	13	166	1	99	2	77	3	73	3
		167	99	13	167	1	99	2	78	3	80	3
		168	99	13	168	1,2	99,99	3	60	4	62	4
		169	101	14	169	1,2	101,101	3	43	4	44	4
		170	101	14	170	1,2	101,101	3	47	4	49	4
		171	101	14	171	1	101	2	51	3	53	3
		172	101	14	172	1,2	101,101	3	64	4	64	4
		173	101	14	173	1	101	2	36	3	44	3
		174	101	14	174	1	101	2	51	3	53	3
		175	101	14	175	1	101	2	60	3	60	3
		176	101	14	176	1,2	101,101	3	60	4	62	4
		177	101	14	177	1	101	2	77	3	76	3
		178	101	14	178	1	101	2	78	3	80	3
		179	101	14	179	1,2	101,101	3	55	4	62	4
		180	103	15	180	1,2	103,103	3	51	4	53	4
		181	103	15	181	1,2	103,103	3	51	4	53	4
		182	103	15	182	1	103	2	56	3	58	3
		183	103	15	183	1,2	103,103	3	73	4	80	4
		184	103	15	184	1	103	2	36	3	44	3
		185	103	15	185	1	103	2	69	3	71	3
		186	103	15	186	1	103	2	60	3	38	3
		187	103	15	187	1,2	103,103	3	55	4	55	4
		188	103	15	188	1	103	2	78	3	78	3
		189	103	15	189	1	103	2	78	3	80	3
		190	103	15	190	1,2	103,103	3	51	4	51	4
		191	105	16	191	1,2	105,105	3	46	4	46	4
		192	105	16	192	1,2	105,105	3	51	4	51	4
		193	105	16	193	1	105	2	60	3	62	3
		194	105	16	194	1,2	105,105	3	73	4	80	4
		195	105	16	195	1	105	2	42	3	42	3
		196	105	16	196	1	105	2	60	3	62	3
		197	105	16	197	1	105	2	56	3	54	3
		198	105	16	198	1,2	105,105	3	60	4	62	4
		199	105	16	199	1	105	2	78	3	80	3
		200	105	16	200	1	105	2	78	3	80	3
		201	105	16	201	1,2	105,105	3	47	4	45	4
		202	107	17	202	1,2	107,107	3	52	4	52	4
		203	107	17	203	1,2	107,107	3	69	4	71	4
		204	107	17	204	1	107	2	60	3	62	3
		205	107	17	205	1,2	107,107	3	78	4	80	4
		206	107	17	206	1	107	2	42	3	42	3
		207	107	17	207	1	107	2	47	3	53	3
		208	107	17	208	1	107	2	60	3	62	3
		209	107	17	209	1,2	107,107	3	60	4	60	4
		210	107	17	210	1	107	2	78	3	80	3
		211	107	17	211	1	107	2	69	3	69	3
		212	107	17	212	1,2	107,107	3	51	4	53	4
		213	109	18	213	1,2	109,109	3	46	4	46	4
		214	109	18	214	1,2	109,109	3	51	4	53	4
		215	109	18	215	1	109	2	60	3	62	3
		216	109	18	216	1	109	2	60	3	44	3

NG LANDHOLDINGS No.1 PTY LTD

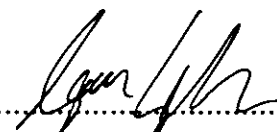
ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor


 CAROL ZELLER Delegate of the
 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block
GUNGAHLIN	209	7

UNITS PLAN No.
4421

ADDRESS	BUILDING	UNIT IDENTIFIER											
		UNIT No.	SHEET No.	FLOOR	DOOR No.	YARD / BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL	
						SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
1	BUILDING A	217	109	18	217	1	109	2	36	3	44	3	
		218	109	18	218	1	109	2	65	3	63	3	
		219	109	18	219	1	109	2	60	3	62	3	
		220	109	18	220	1,2	109, 109	3	51	4	53	4	
		221	109	18	221	1	109	2	78	3	80	3	
		222	109	18	222	1	109	2	78	3	78	3	
		223	109	18	223	1,2	109, 109	3	46	4	46	4	
		224	111	19	224	1,2	111, 111	3	65	4	63	4	
		225	111	19	225	1,2	111, 111	3	51	4	51	4	
		226	111	19	226	1	111	2	64	3	64	3	
		227	111	19	227	1	111	2	72	3	80	3	
		228	111	19	228	1	111	2	56	3	54	3	
		229	111	19	229	1,2	111, 111	3	51	4	53	4	
		230	111	19	230	1	111	2	69	3	71	3	
		231	111	19	231	1	111	2	78	3	80	3	
		232	111	19	232	1,2	111, 111	3	51	4	53	4	
		233	113	20	233	1,2	113, 113	3	37	4	37	4	
		234	113	20	234	1,2	113, 113	3	37	4	37	4	
		235	113	20	235	1	113	2	42	3	44	3	
		236	113	20	236	1,2	113, 113	3	42	4	44	4	
		237	113	20	237	1	113	2	37	3	37	3	
		238	82	5	238	1	82	2	29	3	29	3	
		239	82	5	239	1	82	2	34	3	34	3	
		240	82	5	240	1	82	2	69	3	44	3	
		241	82	5	241	1	82	2	69	3	71	3	
		242	82	5	242	1	82	2	34	3	34	3	
		243	83	5	243	1	83	2	76	3	73	3	
		244	83	5	244	1	83	2	75	3	75	3	
		245	83	5	245	1	83	2	32	3	32	3	
		246	83	5	246	1	83	2	29	3	29	3	
		247	83	5	247	1	83	2	59	3	62	3	
		248	86	6	248	1,2	86, 86	3	78	4	80	4	
		249	86	6	249	1,2	86, 86	3	30	4	35	4	
		250	86	6	250	1	86	2	68	3	68	3	
		251	86	6	251	1	86	2	58	3	58	3	
		252	86	6	252	1,2	86, 86	3	29	4	29	4	
	253	86	6	253	1	86	2	68	3	44	3		
	254	86	6	254	1	86	2	34	3	34	3		
	255	86	6	255	1	86	2	33	3	33	3		
	256	86	6	256	1,2	86, 86	3	77	4	73	4		
	257	86	6	257	1	86	2,3	76, 76	4	76	4		
	258	86	6	258	1,2	86, 86	3	76	4	76	4		
	259	88	7	259	1,2	88, 88	3	67	4	31	4		
	260	88	7	260	1,2	88, 88	3	30	4	35	4		
	261	88	7	261	1	88	2	34	3	35	3		
	262	88	7	262	1	88	2	59	3	59	3		
	263	88	7	263	1,2	88, 88	3	29	4	29	4		
	264	88	7	264	1	88	2	49	3	49	3		
	265	88	7	265	1	88	2	68	3	67	3		
	266	88	7	266	1	88	2	61	3	61	3		
	267	88	7	267	1,2	88, 88	3	74	4	73	4		
	268	88	7	268	1	88	2	67	3	67	3		
	269	88	7	269	1,2	88, 88	3	76	4	80	4		
	270	90	8	270	1,2	90, 90	3	55	4	55	4		
	271	90	8	271	1,2	90, 90	3	30	4	30	4		
	272	90	8	272	1	90	2	34	3	34	3		
	273	90	8	273	1	90	2	65	3	65	3		
	274	90	8	274	1,2	90, 90	3	29	4	29	4		
	275	90	8	275	1	90	2	58	3	58	3		
	276	90	8	276	1	90	2	67	3	67	3		
	277	90	8	277	1	90	2	34	3	31	3		
	278	90	8	278	1,2	90, 90	3	74	4	74	4		
	279	90	8	279	1	90	2	76	3	76	3		
	280	90	8	280	1,2	90, 90	3	75	4	75	4		
	281	92	9	281	1,2	92, 92	3	60	4	60	4		
	282	92	9	282	1,2	92, 92	3	30	4	35	4		
	283	92	9	283	1	92	2	74	3	74	3		
	284	92	9	284	1	92	2	67	3	67	3		
	285	92	9	285	1,2	92, 92	3	31	4	31	4		
	286	92	9	286	1	92	2	67	3	67	3		
	287	92	9	287	1	92	2	66	3	66	3		
	288	92	9	288	1	92	2	34	3	31	3		

NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839
ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor


 SAMUEL ZELLER Delegate of the
 ACT Planning and Land Authority

LAND TITLES

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

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ADDRESS	BUILDING	UNIT IDENTIFIER				YARD / BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1	ANTHONY	289	92	9	289	1, 2	92, 92	3	65	4	66	4
		290	92	9	290	1	92	2	77	3	80	3
		291	92	9	291	1, 2	92, 92	3	67	4	67	4
		292	94	10	292	1, 2	94, 94	3	58	4	58	4
		293	94	10	293	1, 2	94, 94	3	32	4	32	4
		294	94	10	294	1	94	2	74	3	73	3
		295	94	10	295	1	94	2	67	3	67	3
		296	94	10	296	1, 2	94, 94	3	29	4	29	4
		297	94	10	297	1	94	2	68	3	63	3
		298	94	10	298	1	94	2	75	3	75	3
		299	94	10	299	1	94	2	49	3	49	3
		300	94	10	300	1, 2	94, 94	3	78	4	78	4
		301	94	10	301	1	94	2	33	3	30	3
		302	94	10	302	1, 2	94, 94	3	67	4	67	4
		303	96	11	303	1, 2	96, 96	3	58	4	35	4
		304	96	11	304	1, 2	96, 96	3	32	4	32	4
		305	96	11	305	1	96	2	68	3	44	3
		306	96	11	306	1	96	2	68	3	66	3
		307	96	11	307	1, 2	96, 96	3	31	4	31	4
		308	96	11	308	1	96	2	33	3	30	3
		309	96	11	309	1	96	2	77	3	73	3
		310	96	11	310	1	96	2	34	3	31	3
		311	96	11	311	1, 2	96, 96	3	77	4	73	4
		312	96	11	312	1	96	2	31	3	31	3
		313	96	11	313	1, 2	96, 96	3	59	4	54	4
		314	96	12	314	1, 2	96, 96	3	46	4	46	4
		315	96	12	315	1, 2	96, 96	3	33	4	30	4
		316	96	12	316	1	96	2	76	3	76	3
		317	96	12	317	1	96	2	77	3	80	3
		318	96	12	318	1, 2	96, 96	3	30	4	35	4
		319	96	12	319	1	96	2	33	3	30	3
		320	96	12	320	1	96	2	85	3	67	3
		321	96	12	321	1	96	2	57	3	57	3
		322	96	12	322	1, 2	96, 96	3	34	4	30	4
		323	96	12	323	1	96	2	47	3	48	3
		324	96	12	324	1, 2	96, 96	3	58	4	58	4
		325	100	13	325	1, 2	100, 100	3	34	4	35	4
		326	100	13	326	1, 2	100, 100	3	34	4	34	4
		327	100	13	327	1	100	2	77	3	73	3
		328	100	13	328	1	100	2	77	3	73	3
		329	100	13	329	1, 2	100, 100	3	31	4	31	4
		330	100	13	330	1	100	2	30	3	31	3
		331	100	13	331	1	100	2	68	3	44	3
		332	100	13	332	1	100	2	66	3	66	3
		333	100	13	333	1, 2	100	3	67	4	31	4
		334	100	13	334	1	100	2	50	3	48	3
		335	100	13	335	1, 2	100, 100	3	58	4	35	4
		336	102	14	336	1, 2	102, 102	3	51	4	51	4
		337	102	14	337	1, 2	102, 102	3	66	4	66	4
		338	102	14	338	1	102	2	76	3	80	3
		339	102	14	339	1	102	2	65	3	67	3
		340	102	14	340	1, 2	1202, 102	3	34	4	35	4
		341	102	14	341	1	102	2	47	3	47	3
		342	102	14	342	1	102	2	76	3	76	3
		343	102	14	343	1	102	2	75	3	75	3
		344	102	14	344	1, 2	102, 102	3	56	4	62	4
		345	102	14	345	1	102	2	50	3	50	3
		346	102	14	346	1, 2	102	3	48	4	48	4
		347	104	15	347	1, 2	104, 104	3	49	4	49	4
		348	104	15	348	1, 2	104, 104	3	68	4	68	4
		349	104	15	349	1	104	2	67	3	31	3
		350	104	15	350	1	104	2	68	3	44	3
		351	104	15	351	1, 2	104, 104	3	33	4	33	4
		352	104	15	352	1	104	2	50	3	50	3
		353	104	15	353	1	104	2	77	3	75	3
		354	104	15	354	1	104	2	76	3	80	3
		355	104	15	355	1, 2	104, 104	3	58	4	58	4
		356	104	15	356	1	104	2	49	3	49	3
		357	104	15	357	1, 2	104, 104	3	47	4	53	4
		358	106	16	358	1, 2	106, 106	3	32	4	31	4
		359	106	16	359	1, 2	106, 106	3	56	4	58	4
		360	106	16	360	1	106	2	59	3	62	3

NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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Registered Proprietor


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 ACT Planning and Land Authority

LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

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ADDRESS	BUILDING	UNIT IDENTIFIER				YARD / BALCONY		CARPORT		STORE ROOM		SUBSIDIARY TOTAL
		UNIT No.	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
1 ANTHONY ROLFE AVENUE BUILDING B		361	108	16	361	1	108	2	77	3	73	3
		362	108	16	362	1, 2	108, 108	3	33	4	33	4
		363	108	16	363	1	108	2	29	3	29	3
		364	108	16	364	1	108	2	67	3	67	3
		365	108	16	365	1	108	2	76	3	76	3
		366	108	16	366	1, 2	108, 108	3	58	4	58	4
		367	108	16	367	1	108	2	59	3	42	3
		368	108	16	368	1, 2	108, 108	3	49	4	49	4
		369	108	17	369	1, 2	108, 108	3	49	4	49	4
		370	108	17	370	1, 2	108, 108	3	57	4	57	4
		371	108	17	371	1	108	2	59	3	38	3
		372	108	17	372	1	108	2	76	3	80	3
		373	108	17	373	1, 2	108, 108	3	34	4	35	4
		374	108	17	374	1	108	2	49	3	49	3
		375	108	17	375	1	108	2	34	3	35	3
		376	108	17	376	1	108	2	76	3	76	3
		377	108	17	377	1, 2	108, 108	3	58	4	58	4
		378	108	17	378	1	108	2	58	3	59	3
		379	108	17	379	1, 2	108, 108	3	49	4	49	4
		380	110	18	380	1, 2	110, 110	3	34	4	31	4
		381	110	18	381	1, 2	110, 110	3	59	4	59	4
		382	110	18	382	1	110	2	58	3	35	3
		383	110	18	383	1	110	2	77	3	75	3
		384	110	18	384	1, 2	110, 110	3	34	4	35	4
		385	110	18	385	1	110	2	59	3	57	3
		386	110	18	386	1	110	2	59	3	62	3
		387	110	18	387	1	110	2	70	3	70	3
		388	110	18	388	1, 2	110, 110	3	34	4	35	4
		389	110	18	389	1	110	2	34	3	35	3
		390	110	18	390	1, 2	110, 110	3	50	4	50	4
		391	112	19	391	1, 2	112, 112	3	31	4	31	4
		392	112	19	392	1, 2	112, 112	3	48	4	48	4
		393	112	19	393	1	112	2	46	3	46	3
		394	112	19	394	1	112	2	34	3	35	3
		395	112	19	395	1, 2	112, 112	3	29	4	30	4
		396	112	19	396	1	112	2	59	3	58	3
		397	112	19	397	1	112	2	59	3	74	3
		398	112	19	398	1	112	2	67	3	67	3
		399	112	19	399	1, 2	112, 112	3	49	4	49	4
		400	112	19	400	1	112	2	66	3	58	3
		401	112	19	401	1, 2	112, 112	3	30	4	35	4
		402	114	20	402	1, 2	114, 114	3	31	4	31	4
		403	114	20	403	1, 2	114, 114	3	48	4	48	4
		404	114	20	404	1	114	2	49	3	35	3
		405	114	20	405	1	114	2	34	3	35	3
		406	114	20	406	1, 2	114, 114	3	33	4	33	4
		407	114	20	407	1	114	2	34	3	35	3
		408	114	20	408	1	114	2	67	3	67	3
		409	114	20	409	1	114	2	58	3	58	3
		410	114	20	410	1	114	2	59	3	58	3
		411	114	20	411	1	114	2	58	3	58	3
		412	114	20	412	1, 2	114, 114	3	30	4	30	4
		413	115	21	413	1, 2	115, 115	3	31	4	31	4
		414	115	21	414	1, 2	115, 115	3	49	4	49	4
		415	115	21	415	1	115	2	49	3	35	3
		416	115	21	416	1	115	2	49	3	35	3
		417	115	21	417	1, 2	115, 115	3	32	4	32	4
		418	115	21	418	1	115	2	51	3	51	3
		419	115	21	419	1	115	2	29	3	29	3
		420	115	21	420	1	115	2	29	3	29	3
		421	115	21	421	1, 2	115, 115	3	30	4	35	4
		422	116	22	422	1, 2	116, 116	3	32	4	32	4
		423	116	22	423	1	116	2	33	3	33	3
		424	116	22	424	1, 2	116, 116	3	32	4	32	4
		425	116	22	425	1	116	2	33	3	33	3
		426	116	22	426	1, 2	116, 116	3	33	4	33	4
PODIUM	427	36	G	427			1	41			1	
	428	36	G	428			1	41			1	
	429	43	G	429			1	41			1	
	430	43	G	430			1	41			1	
	431	41	G	431			1	41			1	
	432	41	G	432			1	41			1	
	433	40	G	433			1	41			1	

NG LANDHOLDINGS No.1 PTY LTD

ACN: 601913839

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

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 ACT Planning and Land Authority

OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

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LEGEND

UC UTILITY CUPBOARD
 Y DENOTES YARD
 D DENOTES DUCT - BEING COMMON PROPERTY
 ST DENOTES STAIR
 C DENOTES COLUMN
 B DENOTES BALCONY
 S DENOTES STOREROOM
 CP DENOTES COMMON PROPERTY
 # DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF COLUMN
 * DENOTES SUBSIDIARY BOUNDARY THROUGH CENTRE OR LINE OF CENTRE OF COLUMN
 ■ DENOTES SUBSIDIARY BOUNDARY IS FACE OR LINE OF FACE OF WALL
 IFOW DENOTES SUBSIDIARY BOUNDARY IS PROJECTION OF INSIDE FACE OF WALL

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

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

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

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

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

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

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

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

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

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ACN:

NIKOLAOS GEORGALIS

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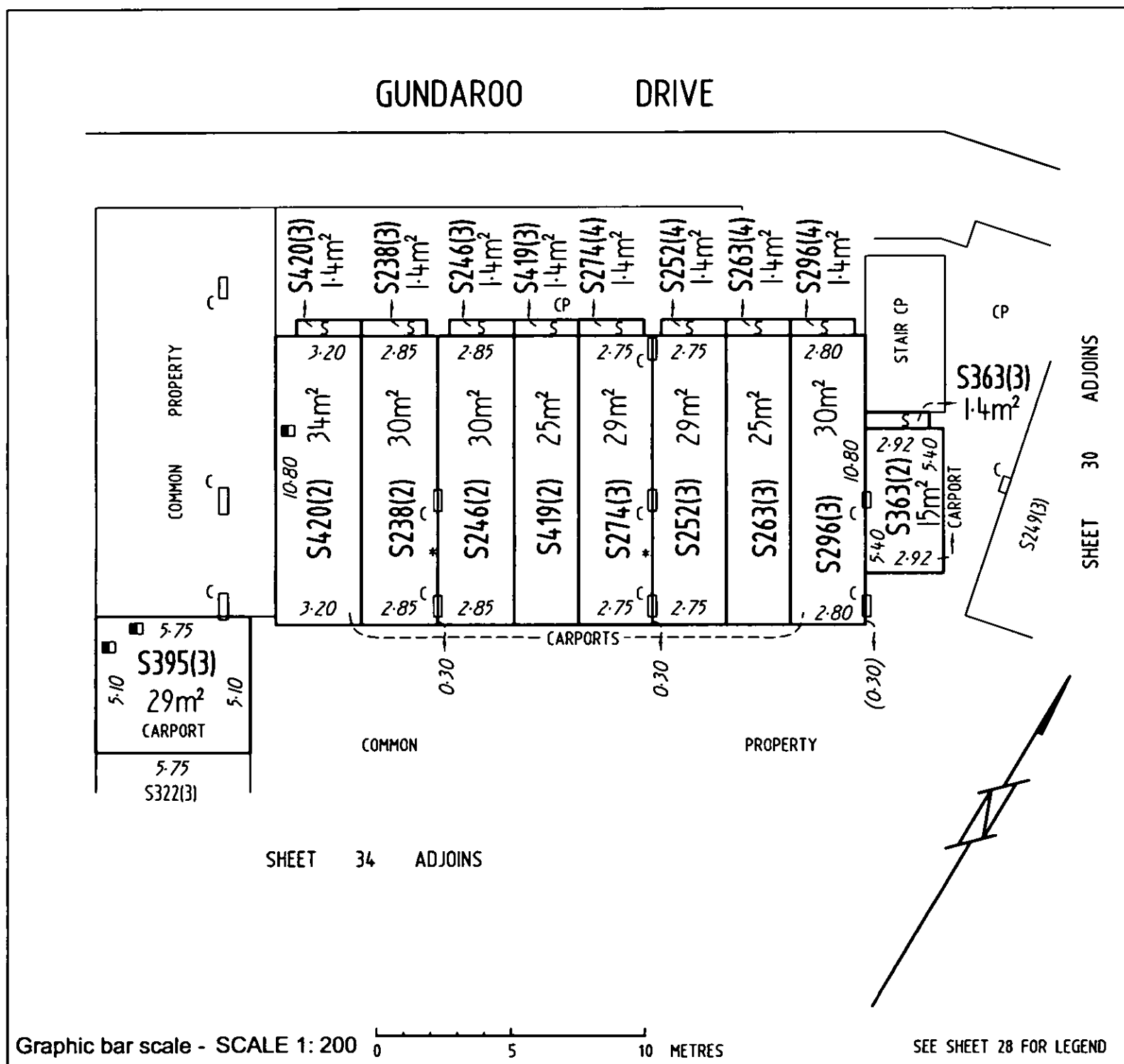
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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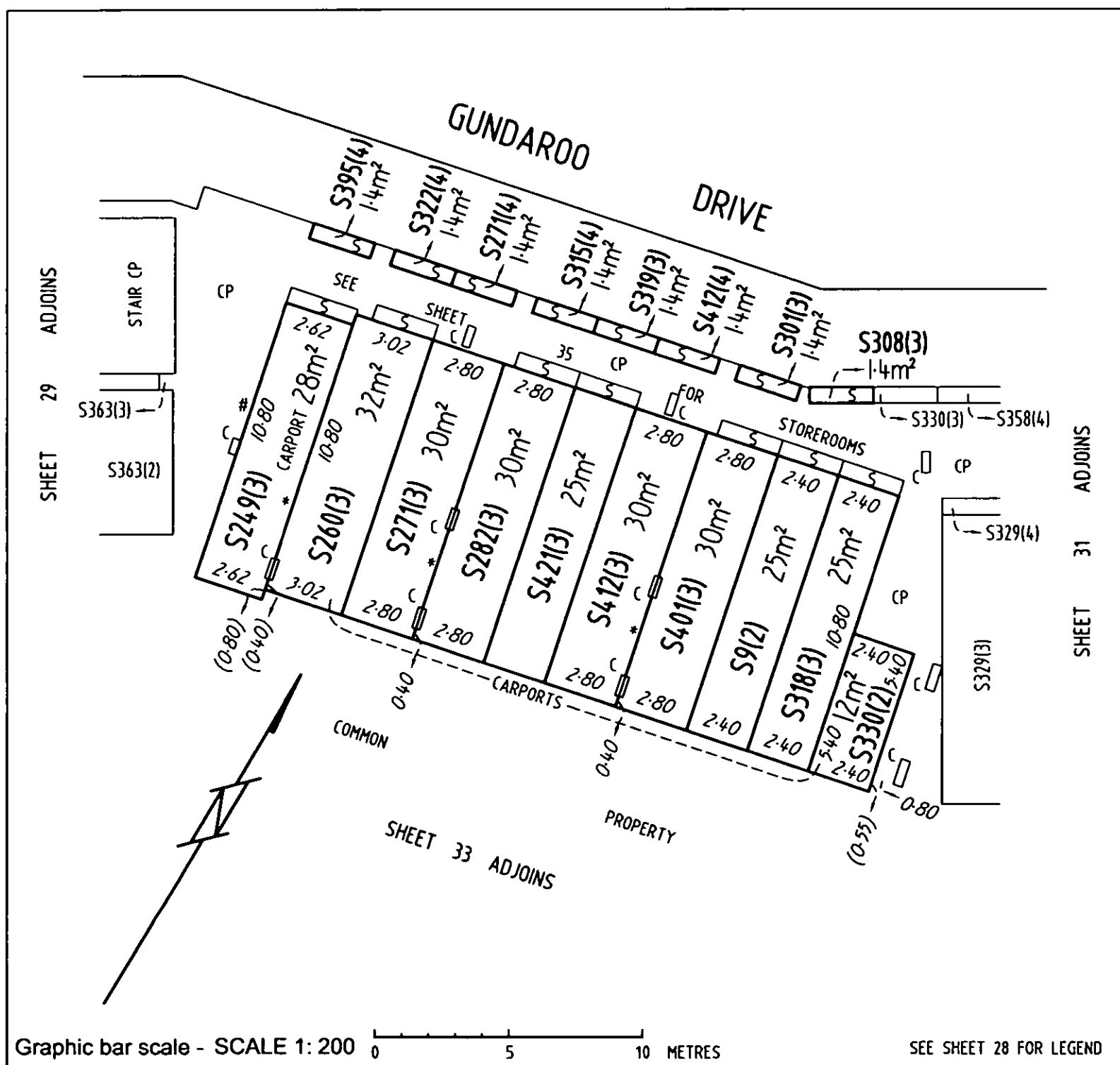
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FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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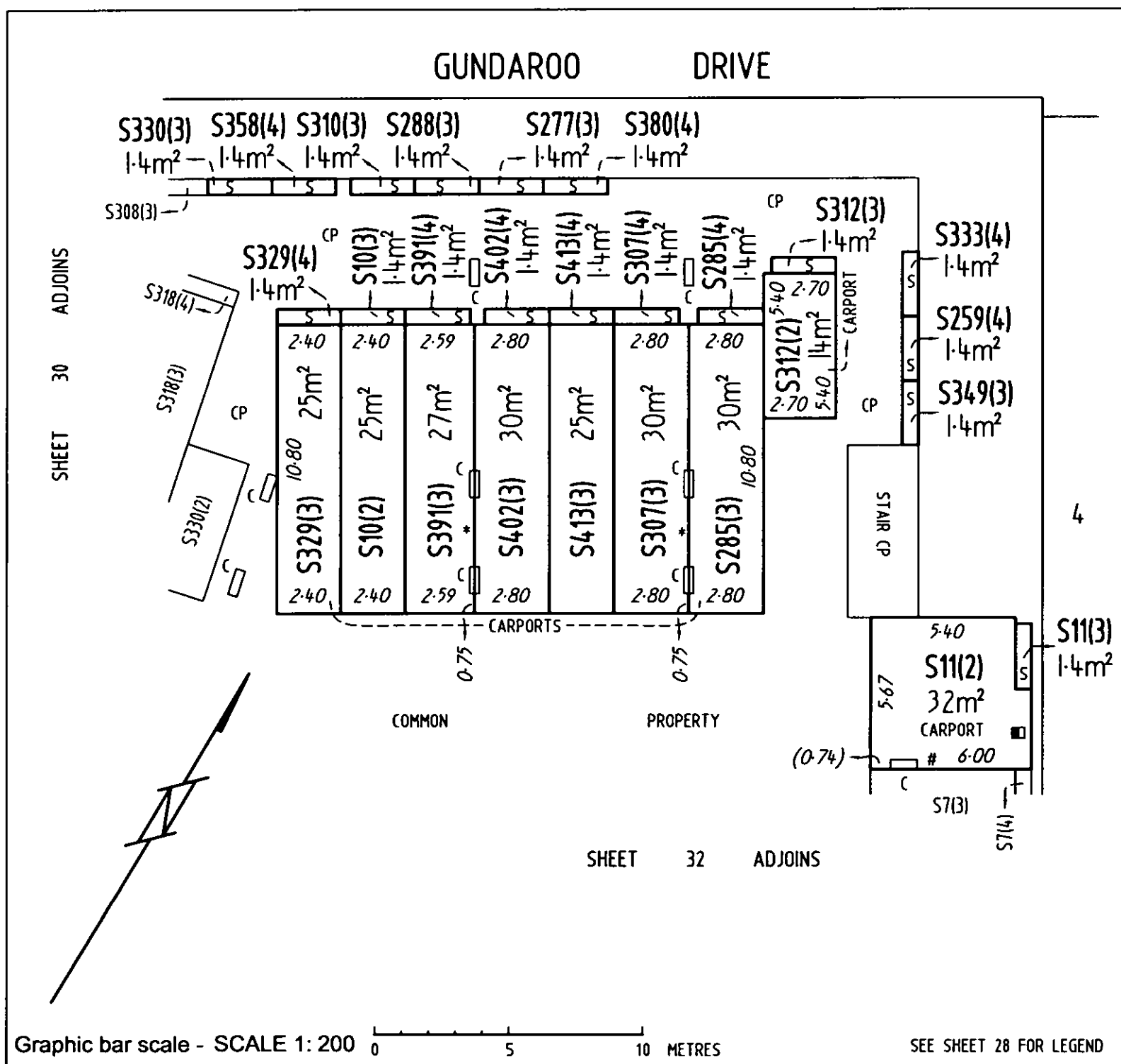
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FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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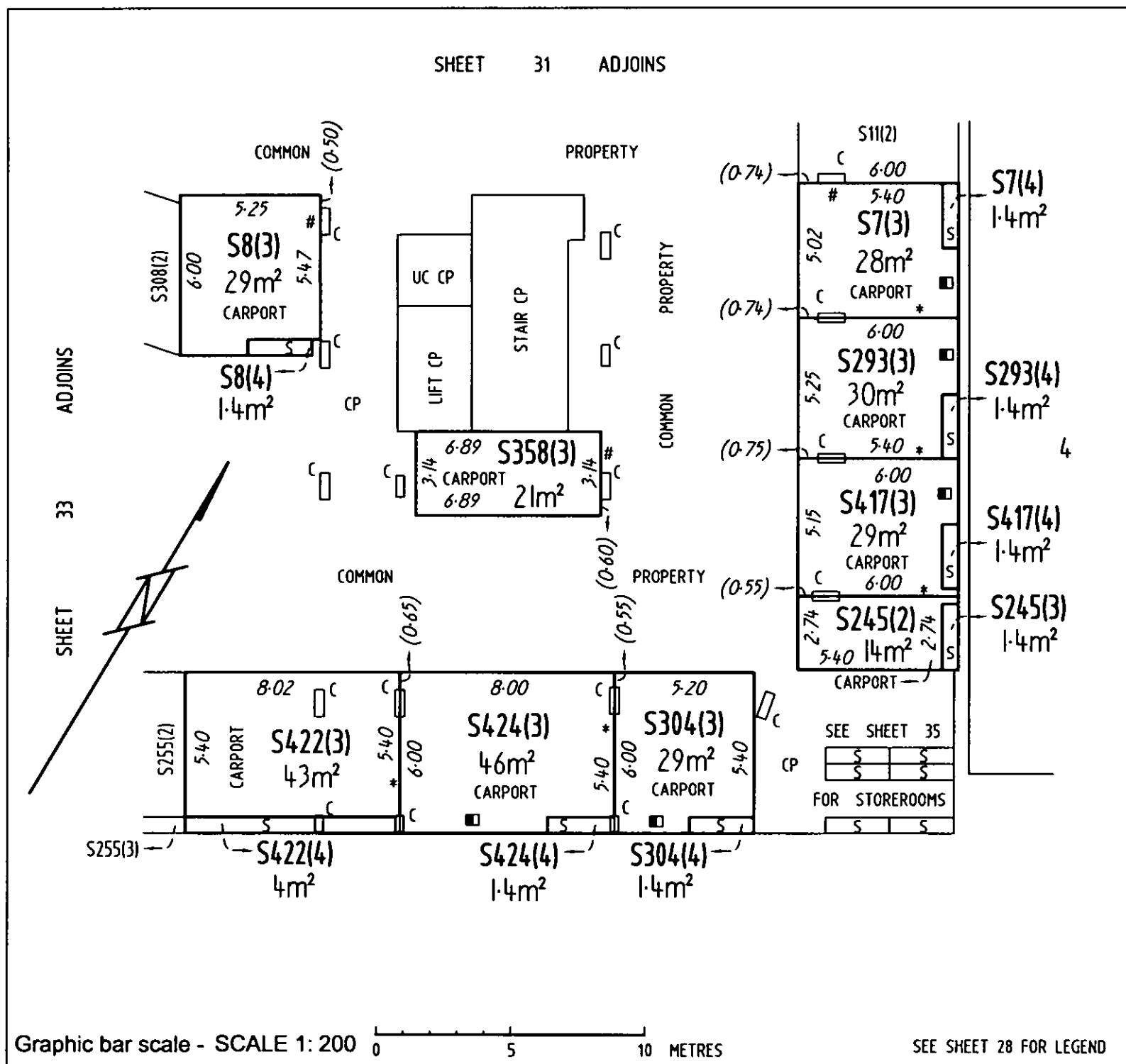
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FLOOR PLAN

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FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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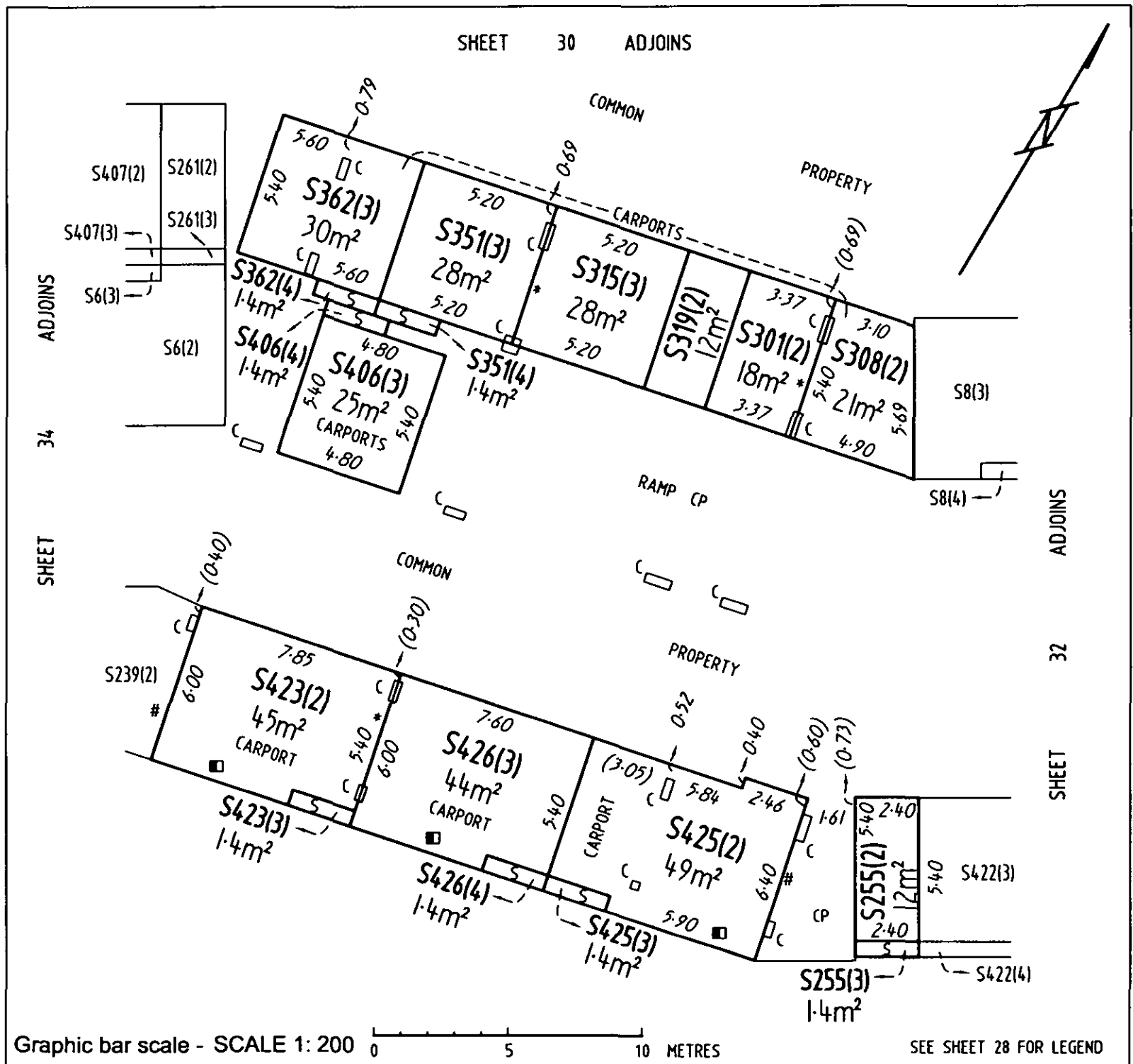
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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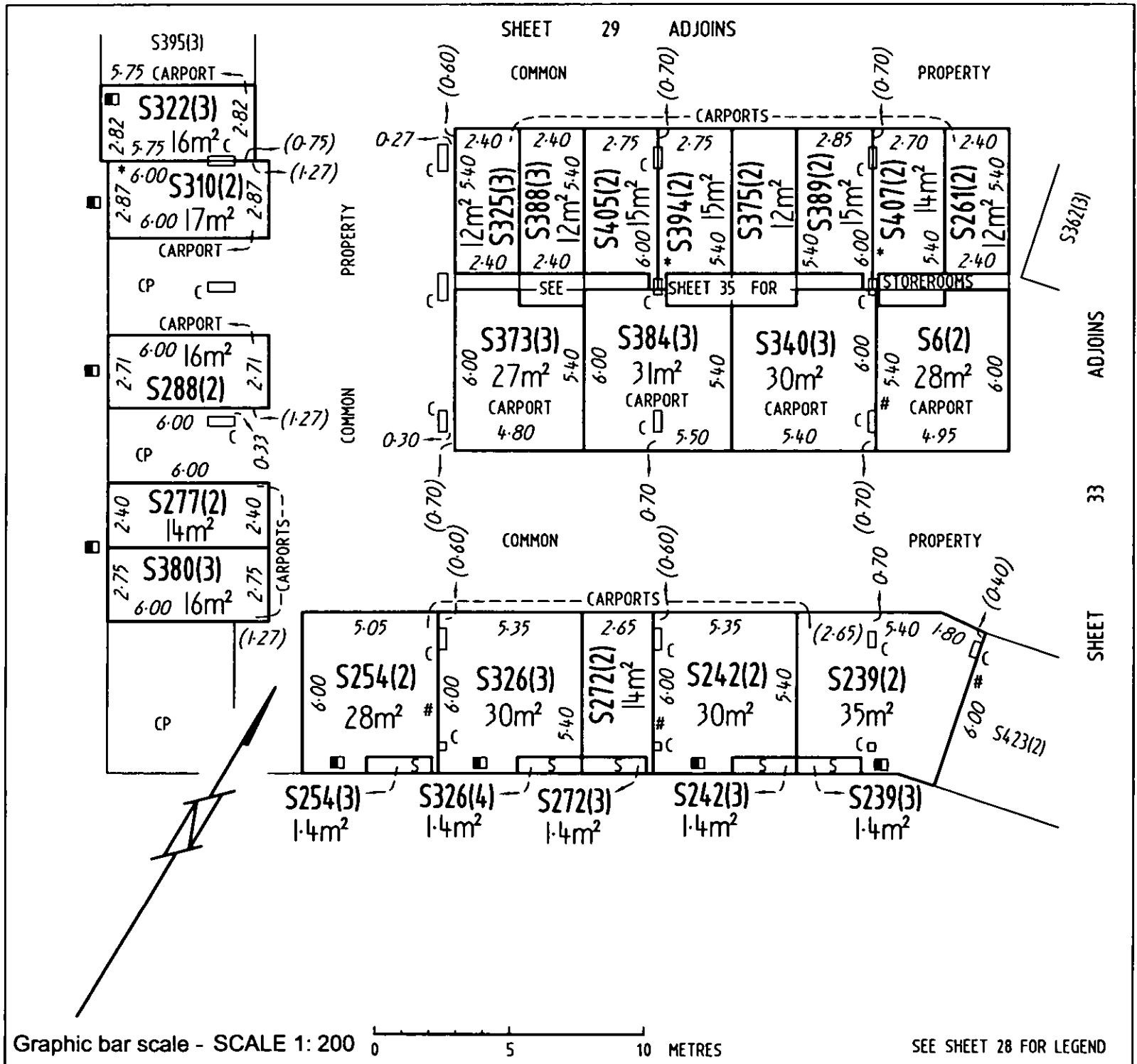
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	BASEMENT	CLASS A UNIT AND UNIT SUBSIDIARIES
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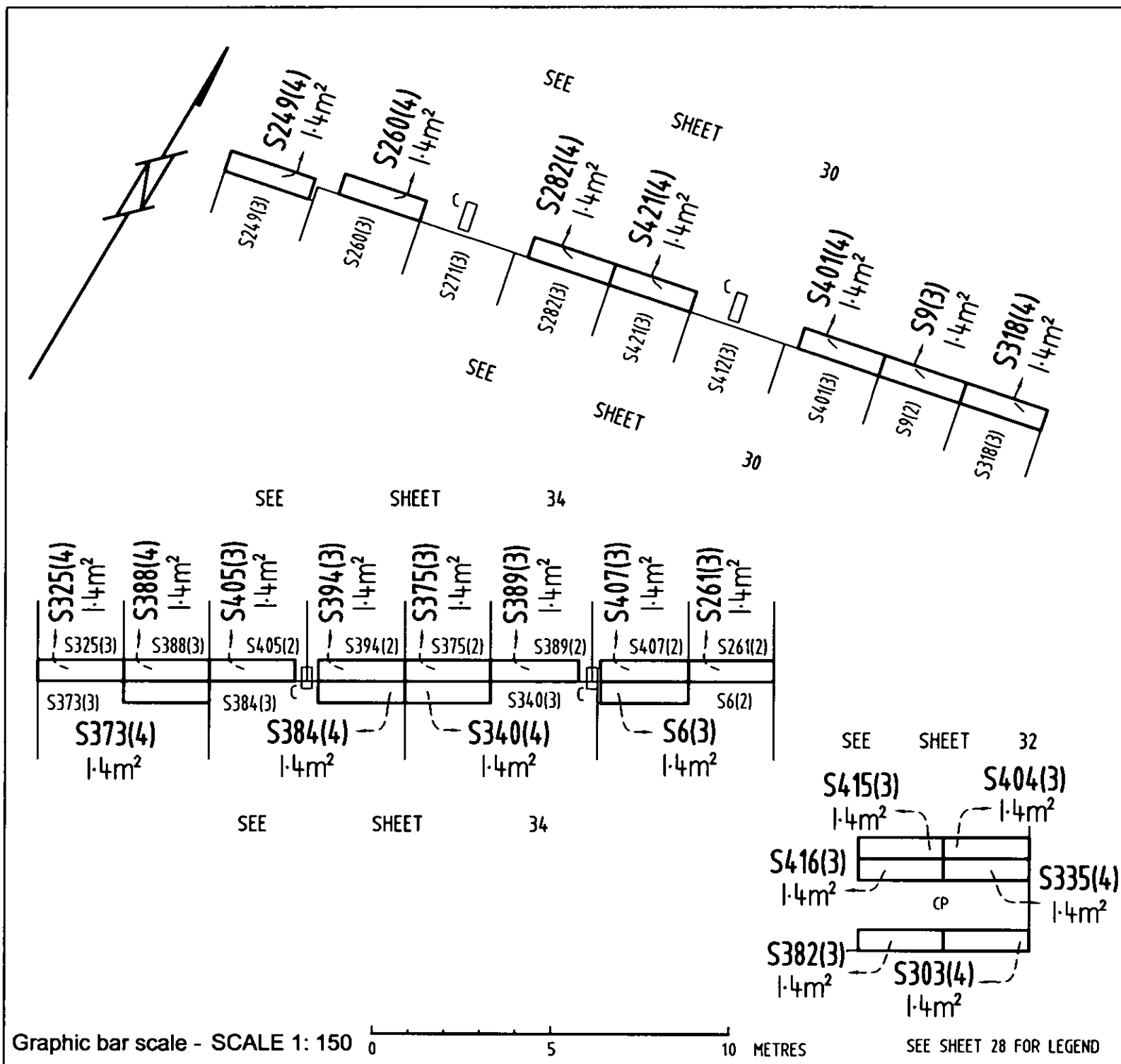
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	BASEMENT	STOREROOMS
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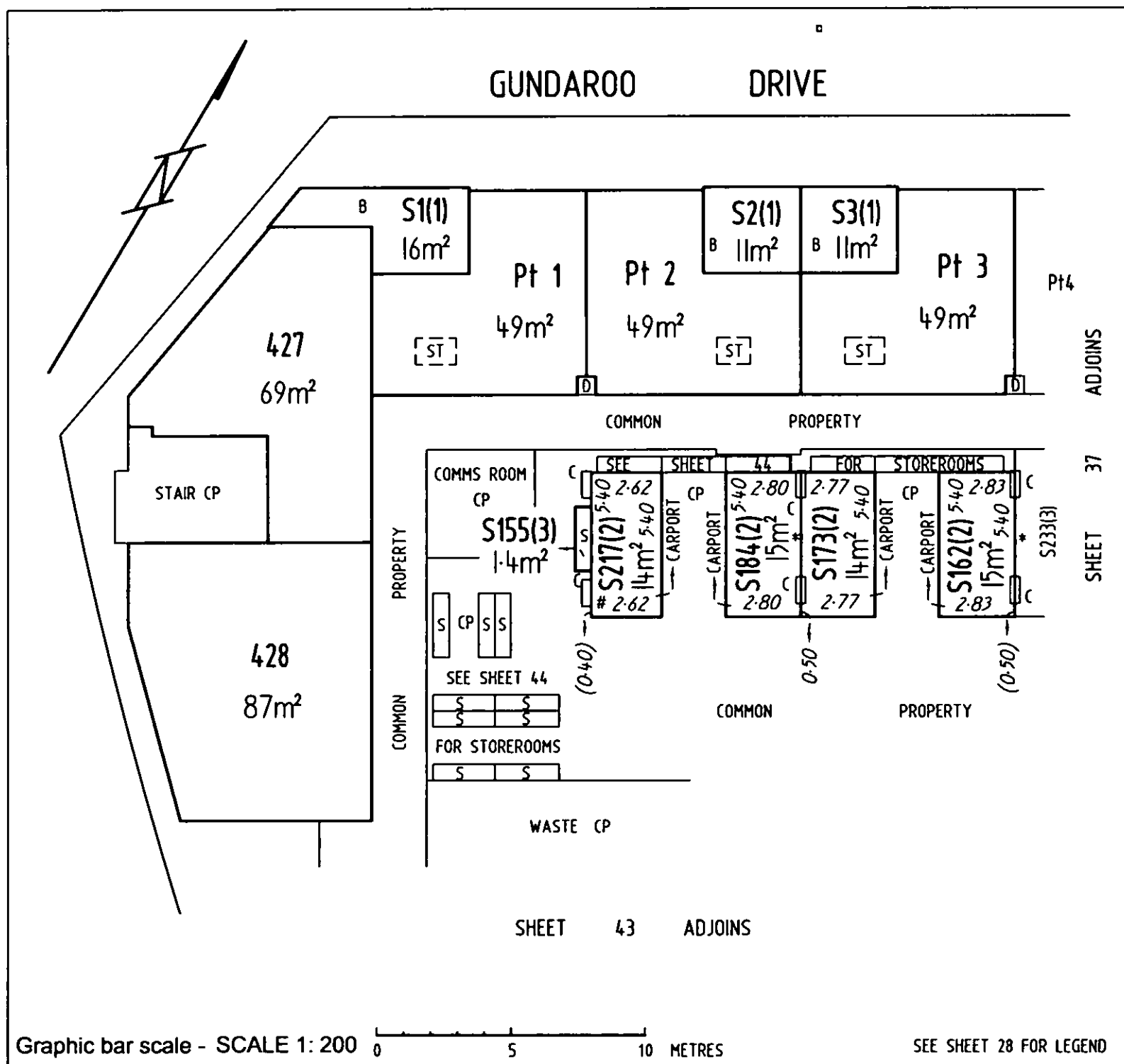
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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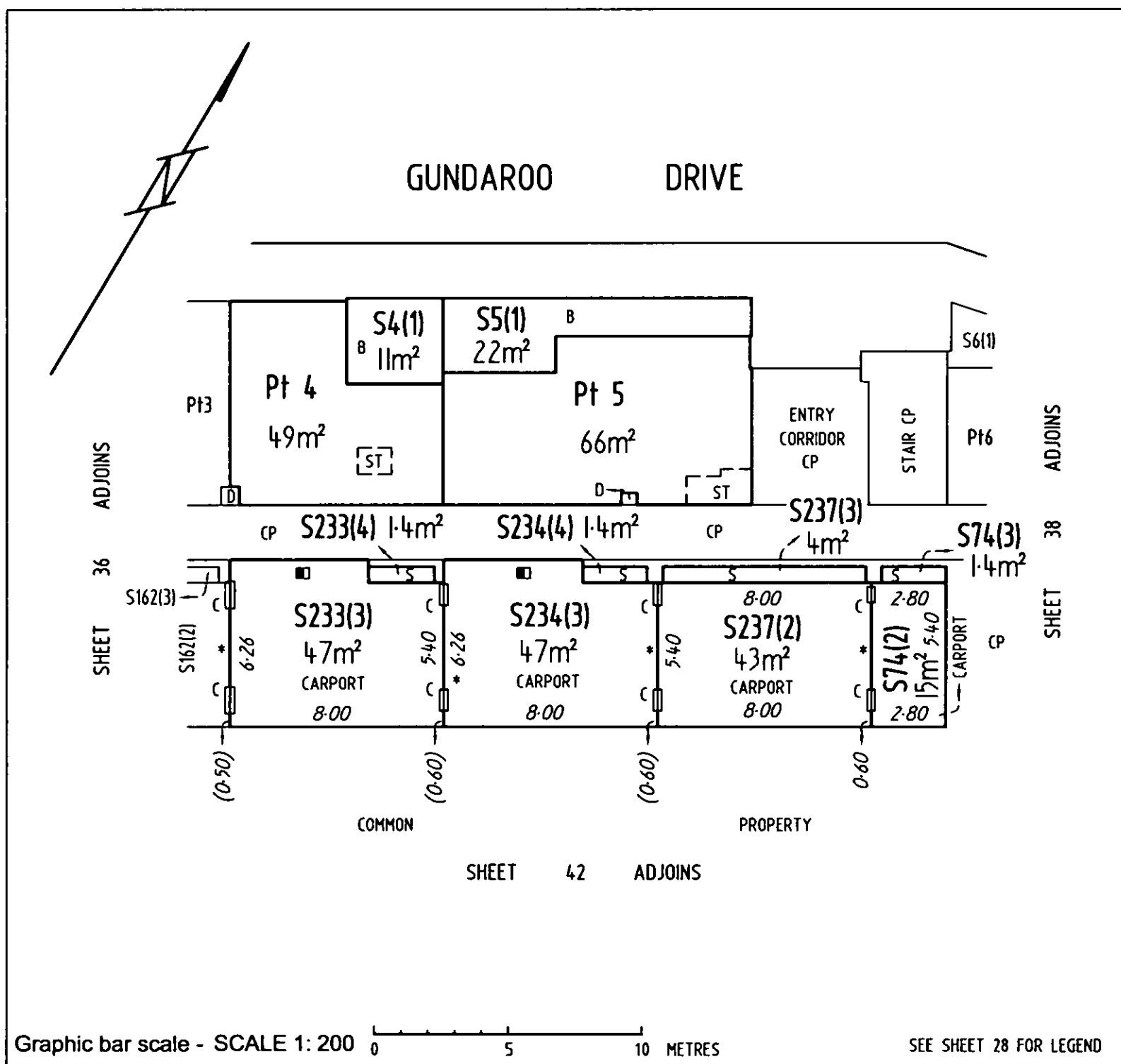
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Division	Section	Block	UNITS PLAN No.
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FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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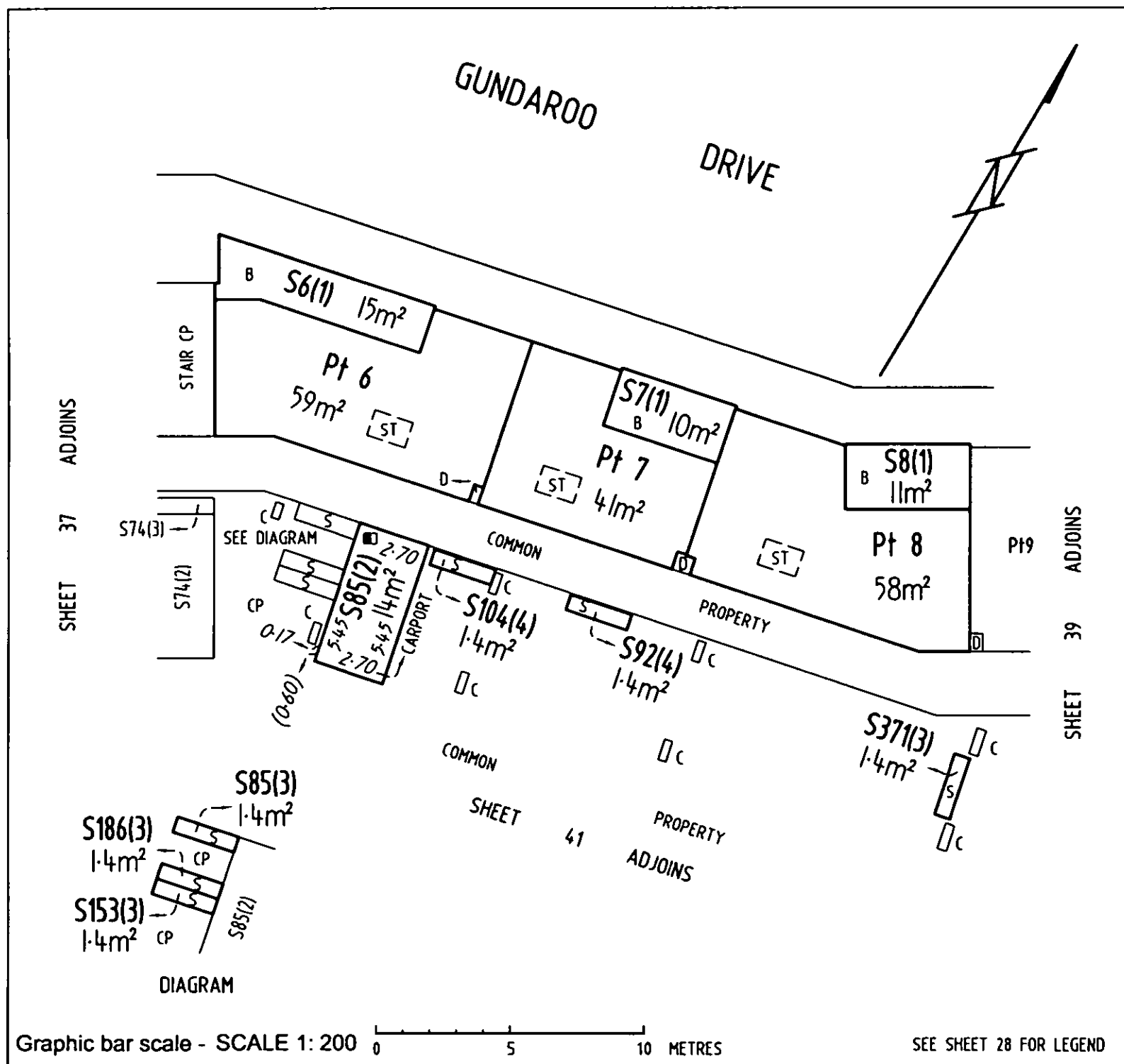
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FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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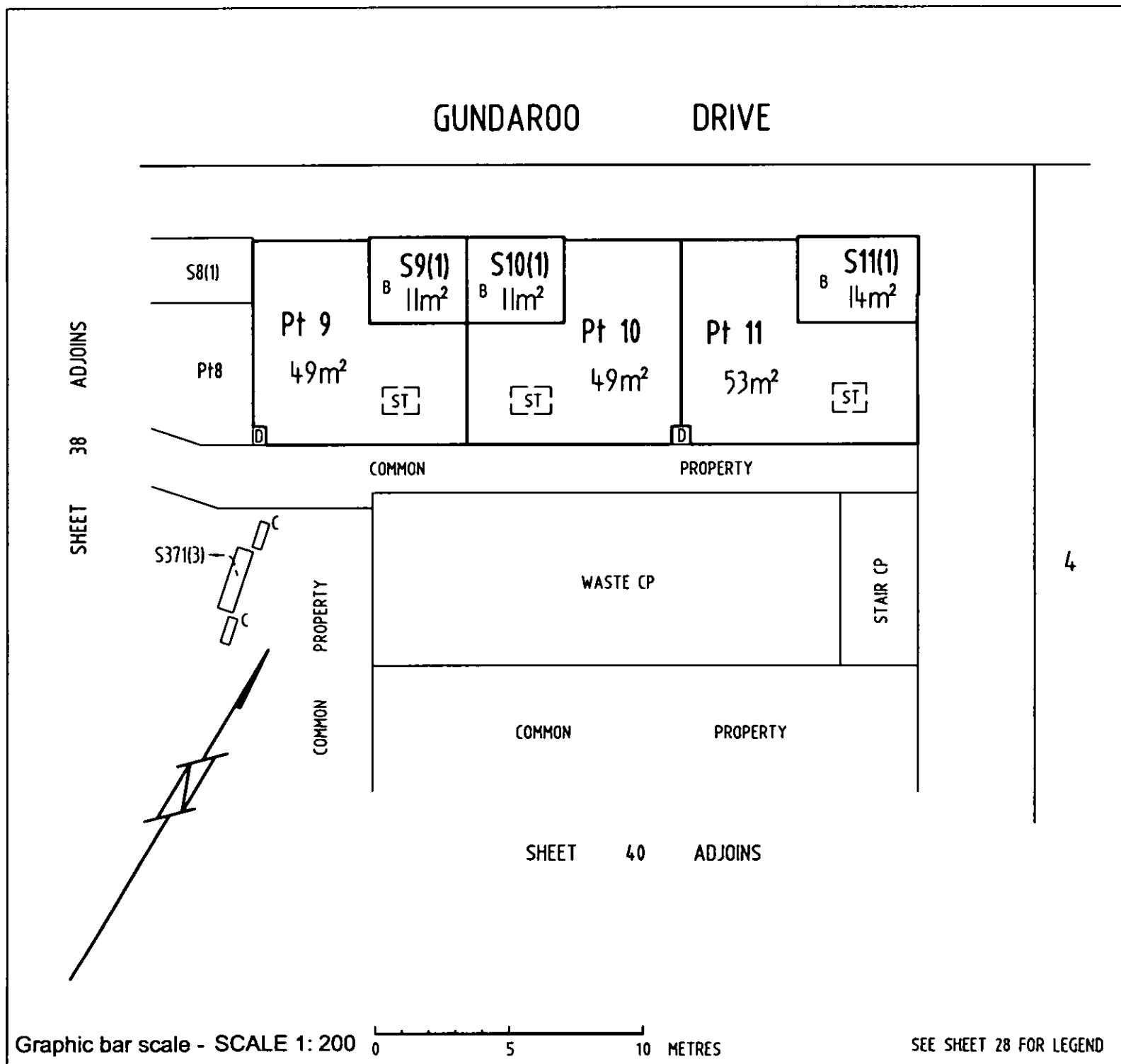
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GUNGAHLIN	209	7	4421

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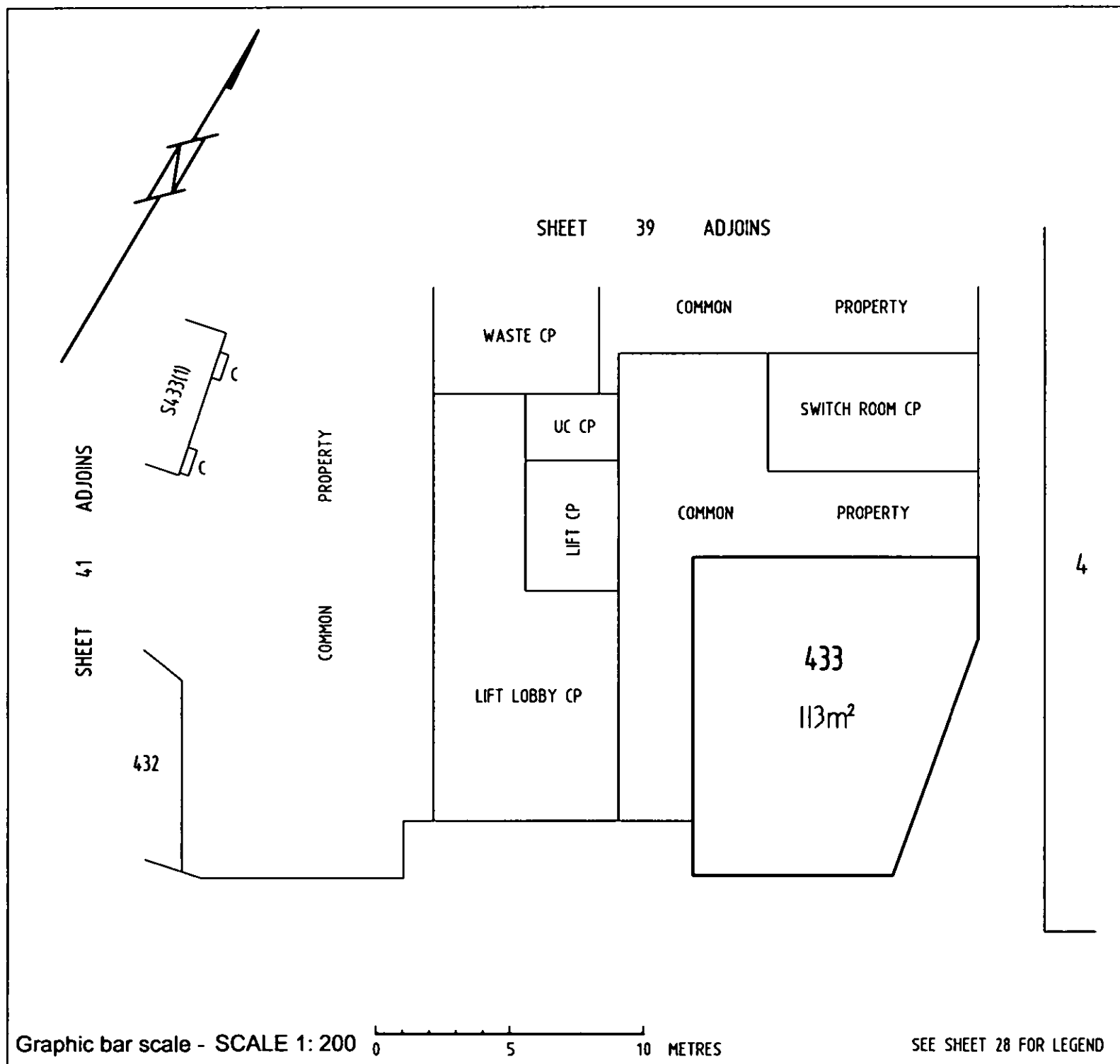
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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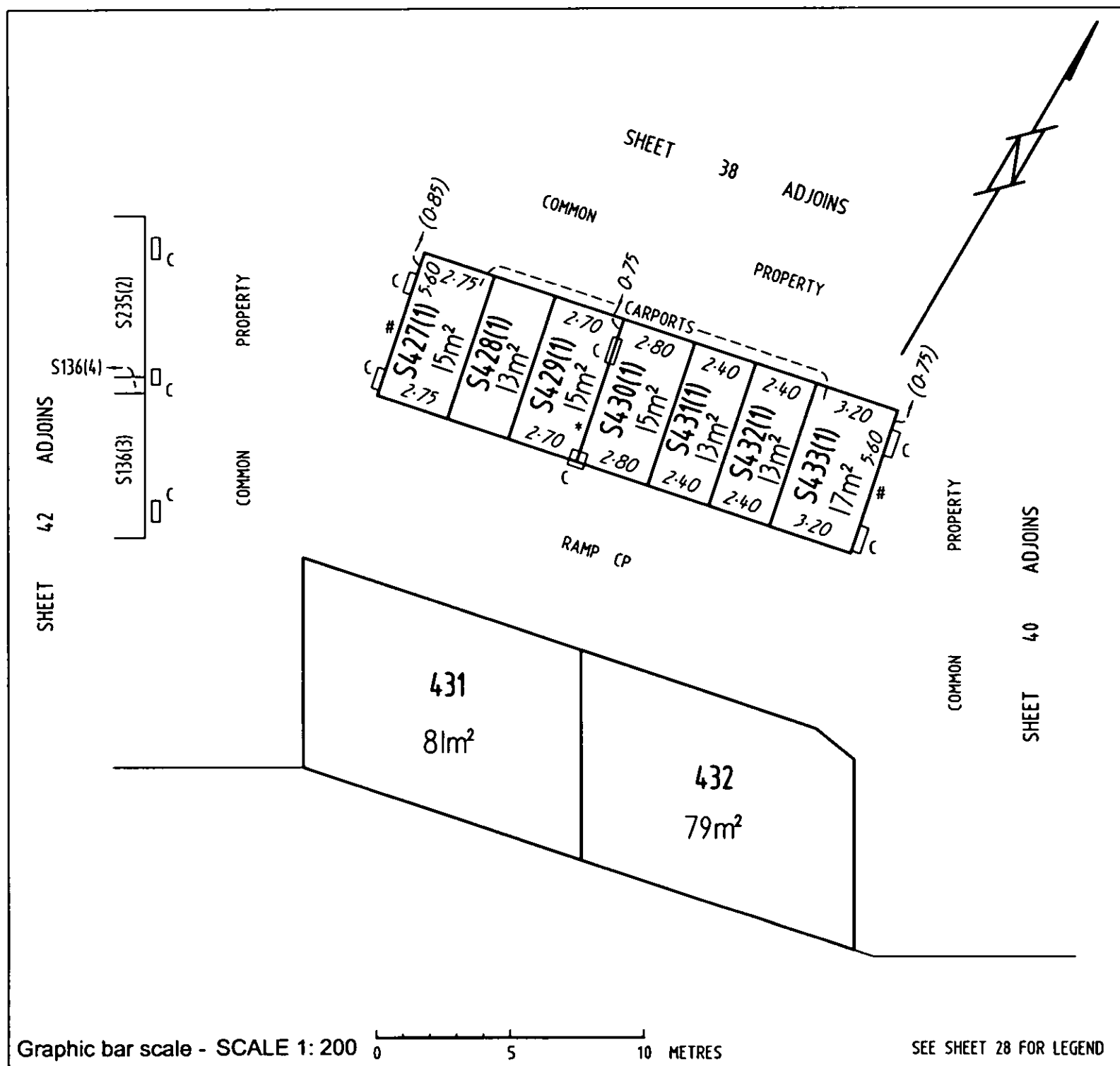
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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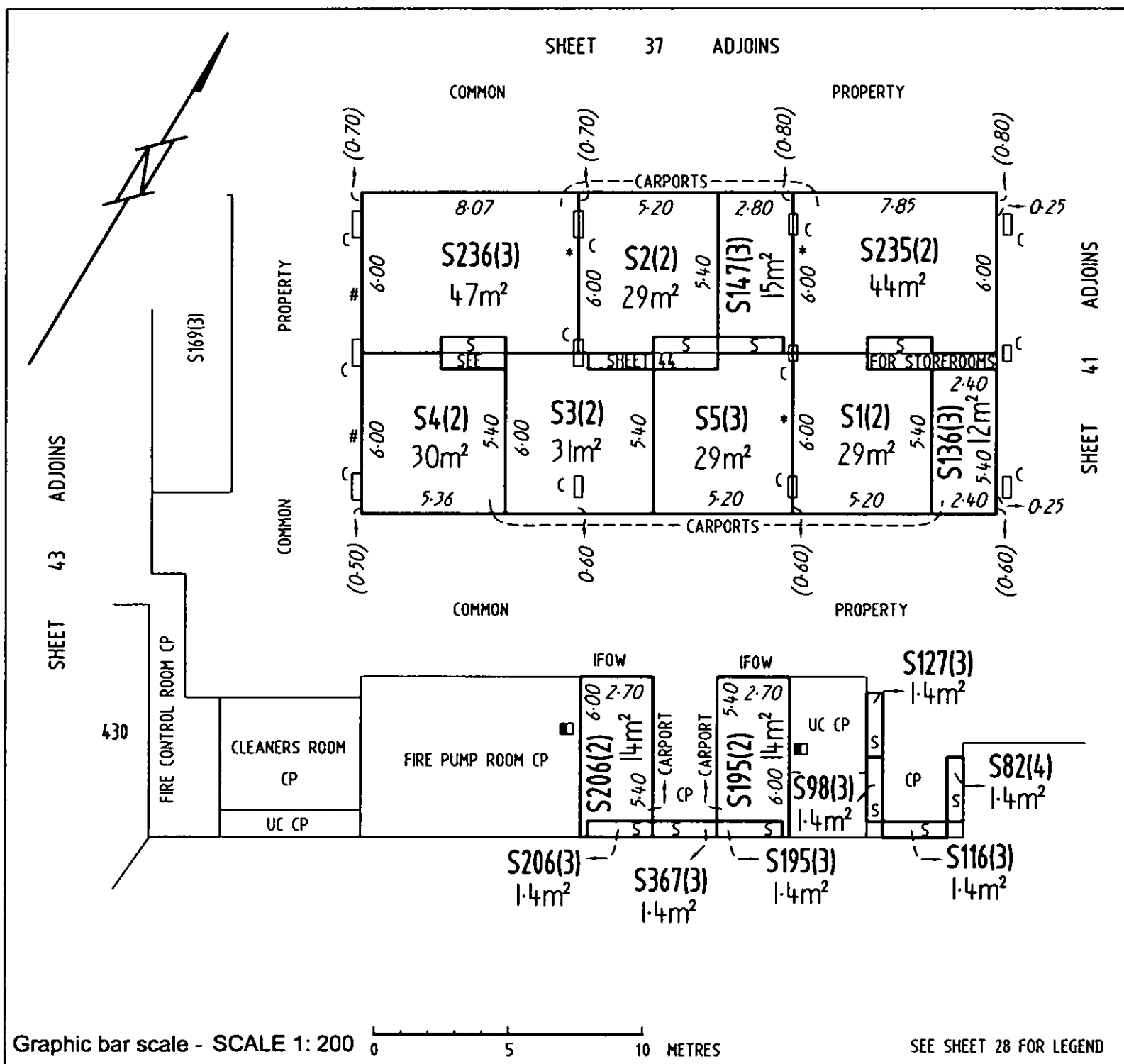
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

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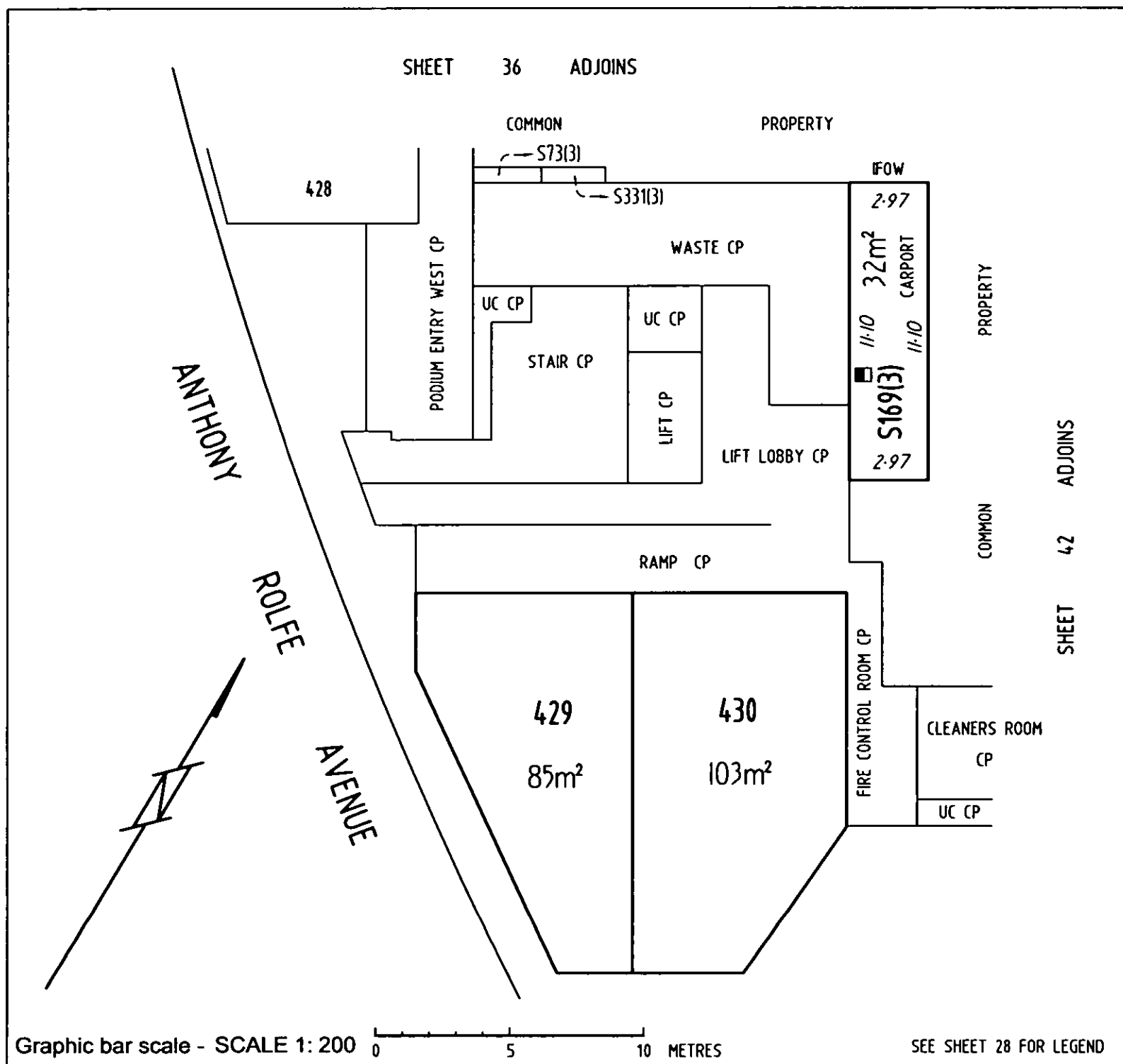
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	GROUND	CLASS A UNIT AND UNIT SUBSIDIARIES
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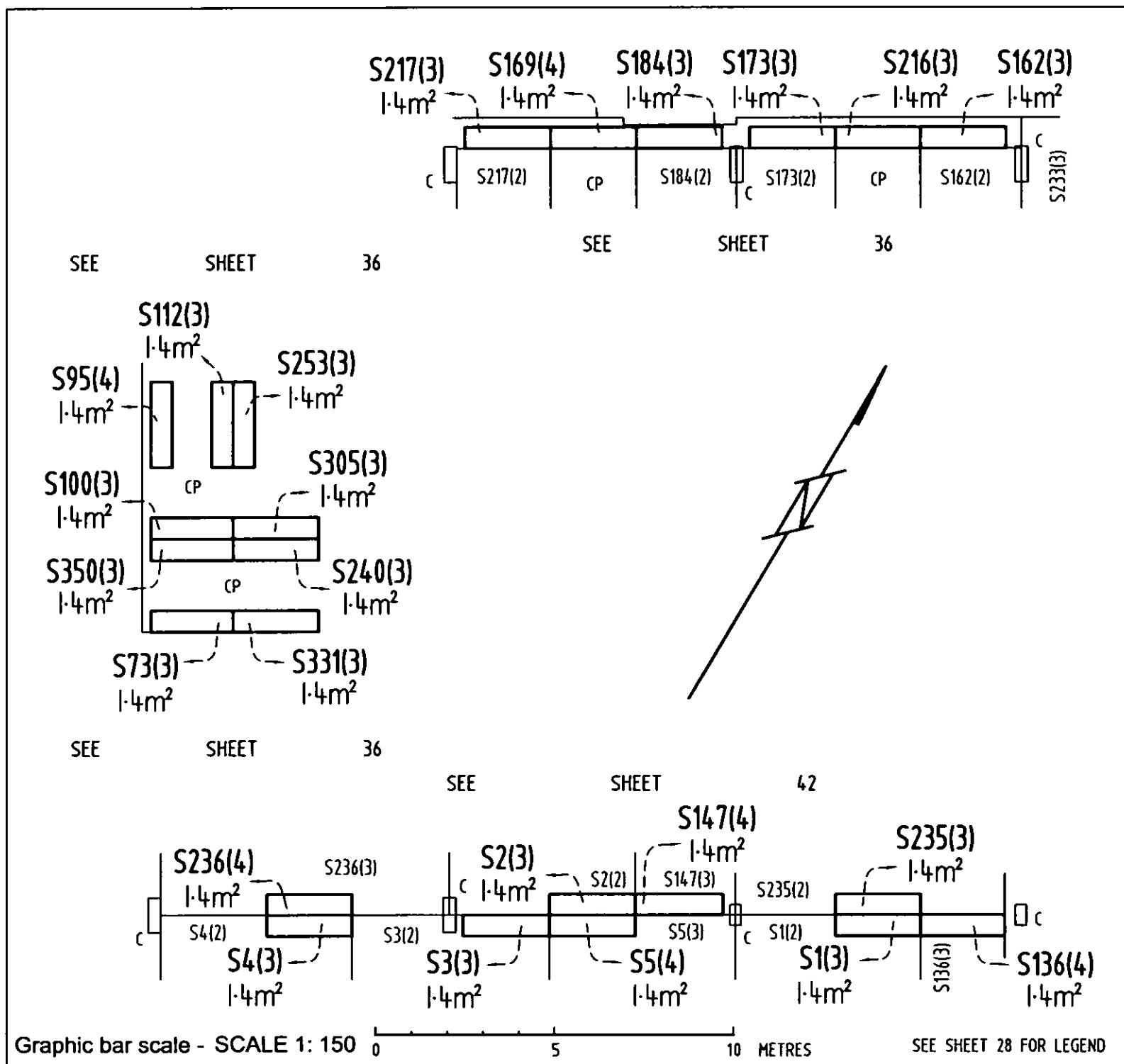
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	GROUND	STOREROOMS
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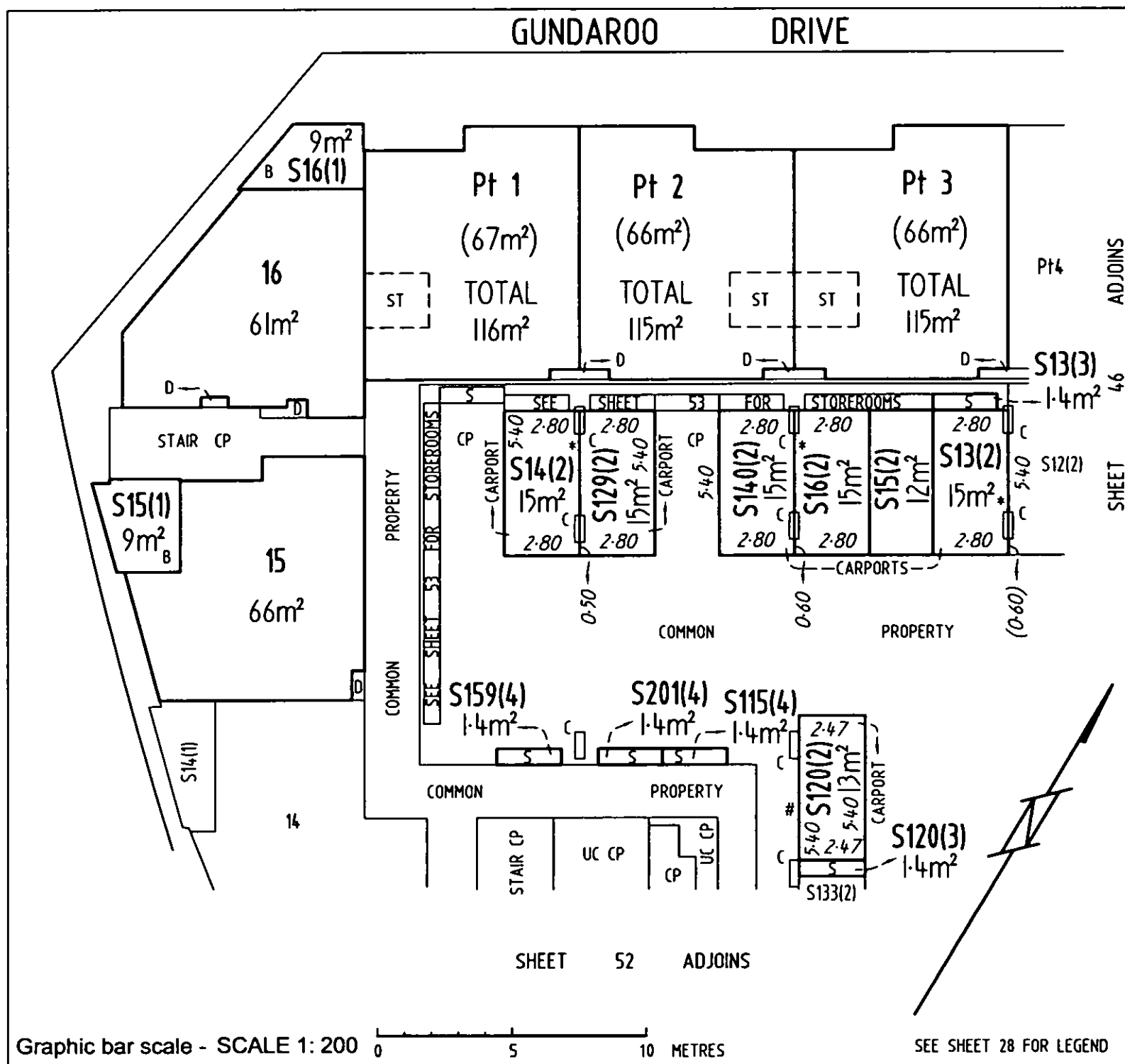
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIRST	CLASS A UNIT AND UNIT SUBSIDIARIES
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LAND TITLES

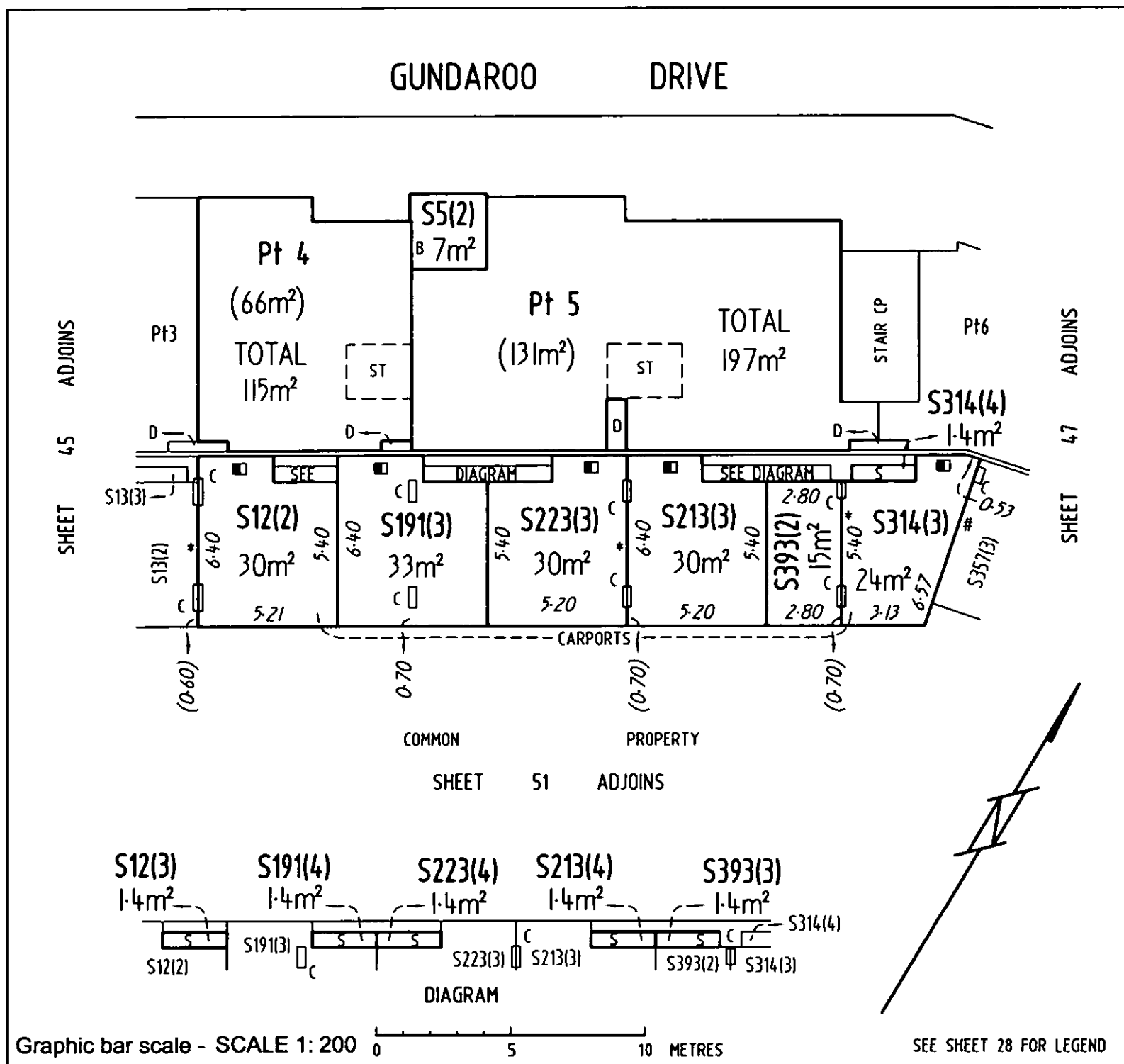
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIRST	

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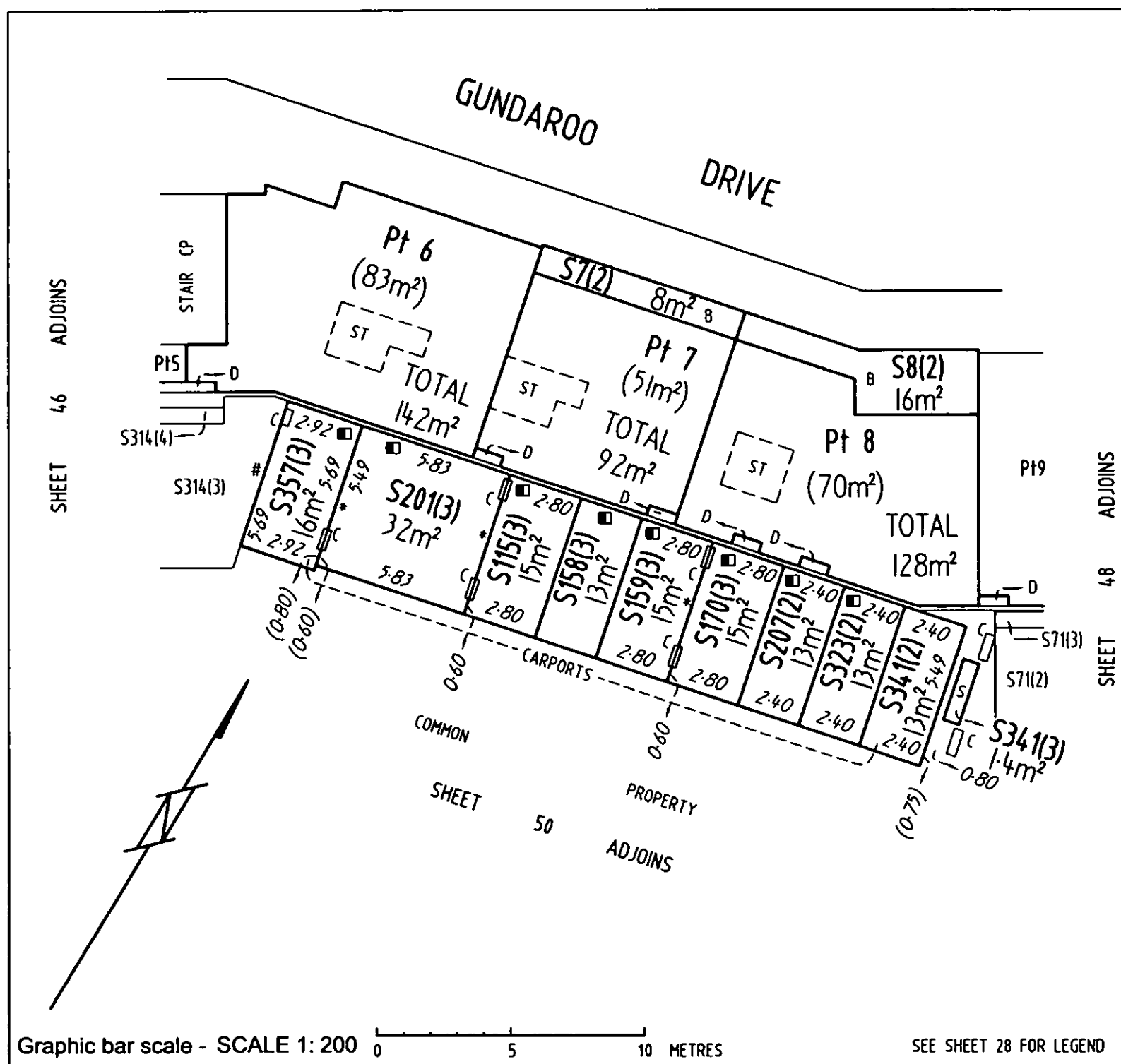
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIRST	CLASS A UNIT AND UNIT SUBSIDIARIES
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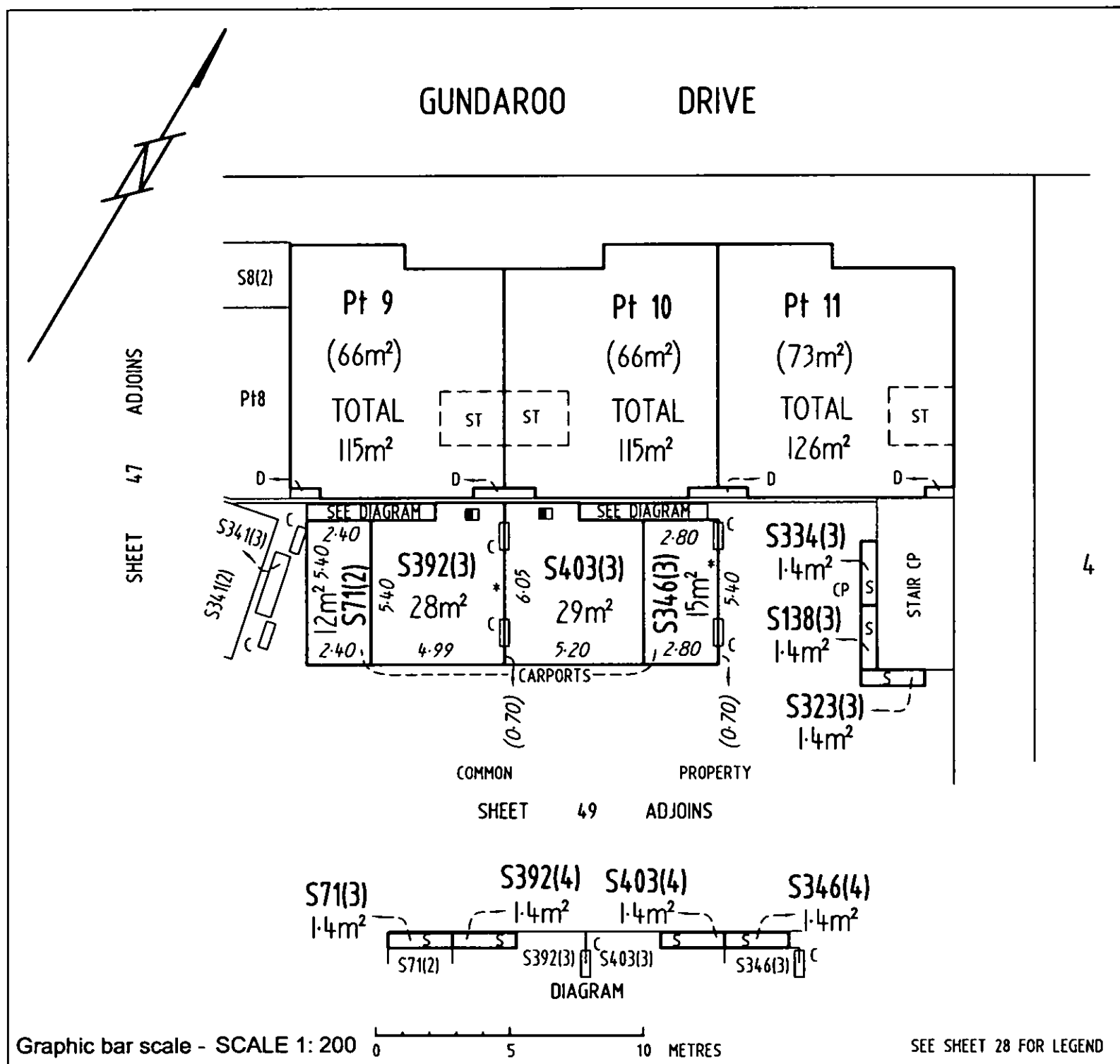
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GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIRST	CLASS A UNIT AND UNIT SUBSIDIARIES
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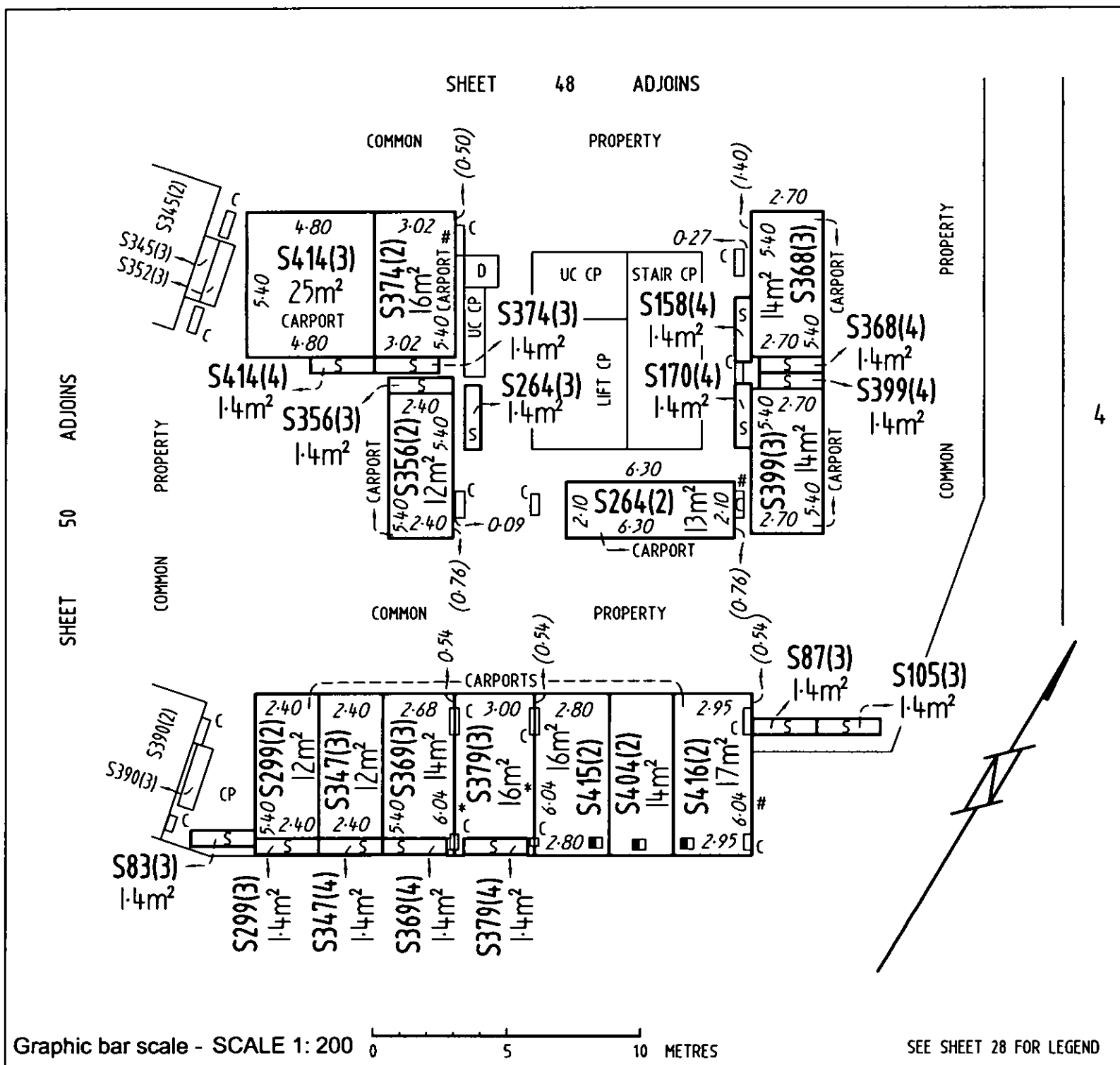
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIRST	CLASS A UNIT AND UNIT SUBSIDIARIES
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WILLIAMS Delegate of the
ACT Planning and Land Authority

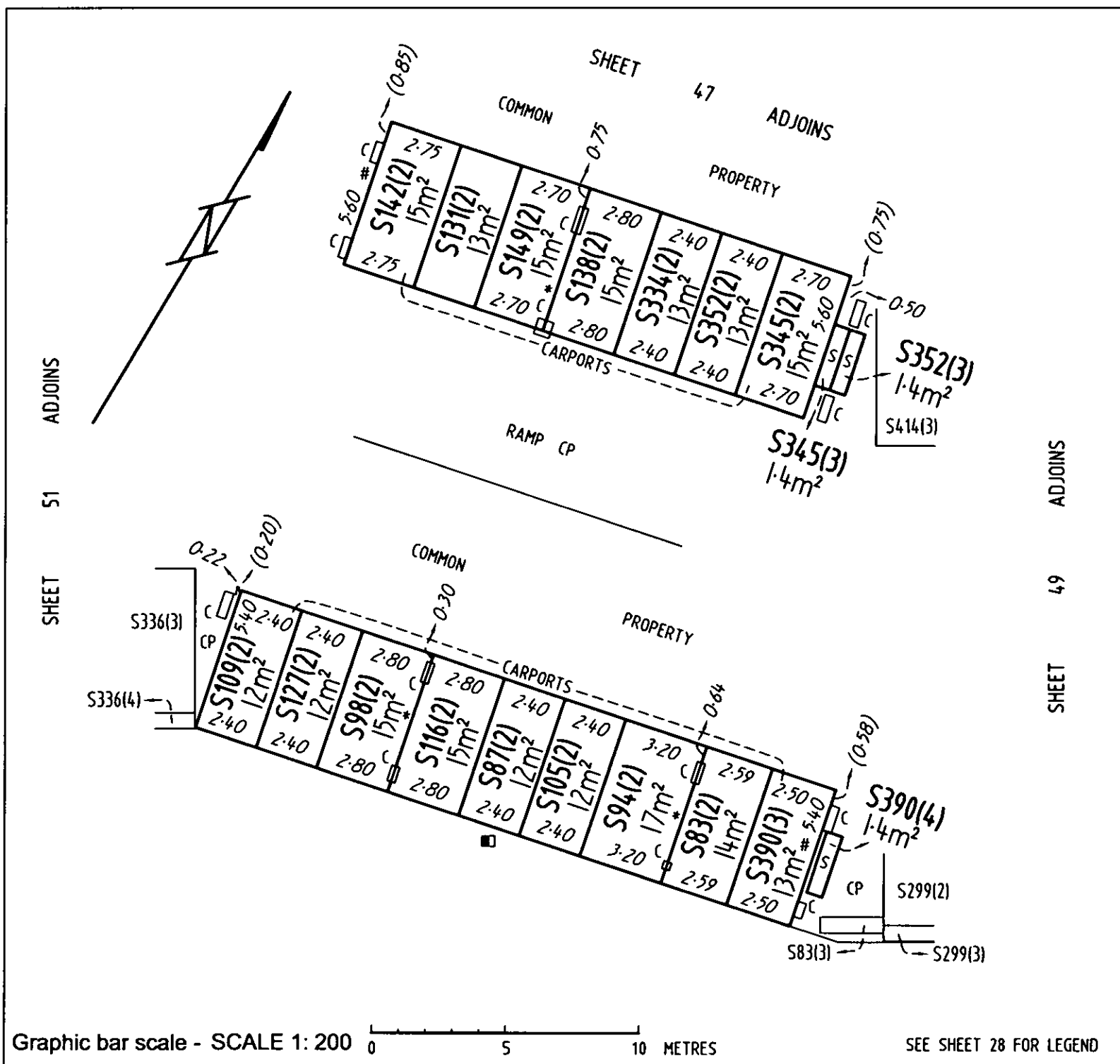
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIRST	



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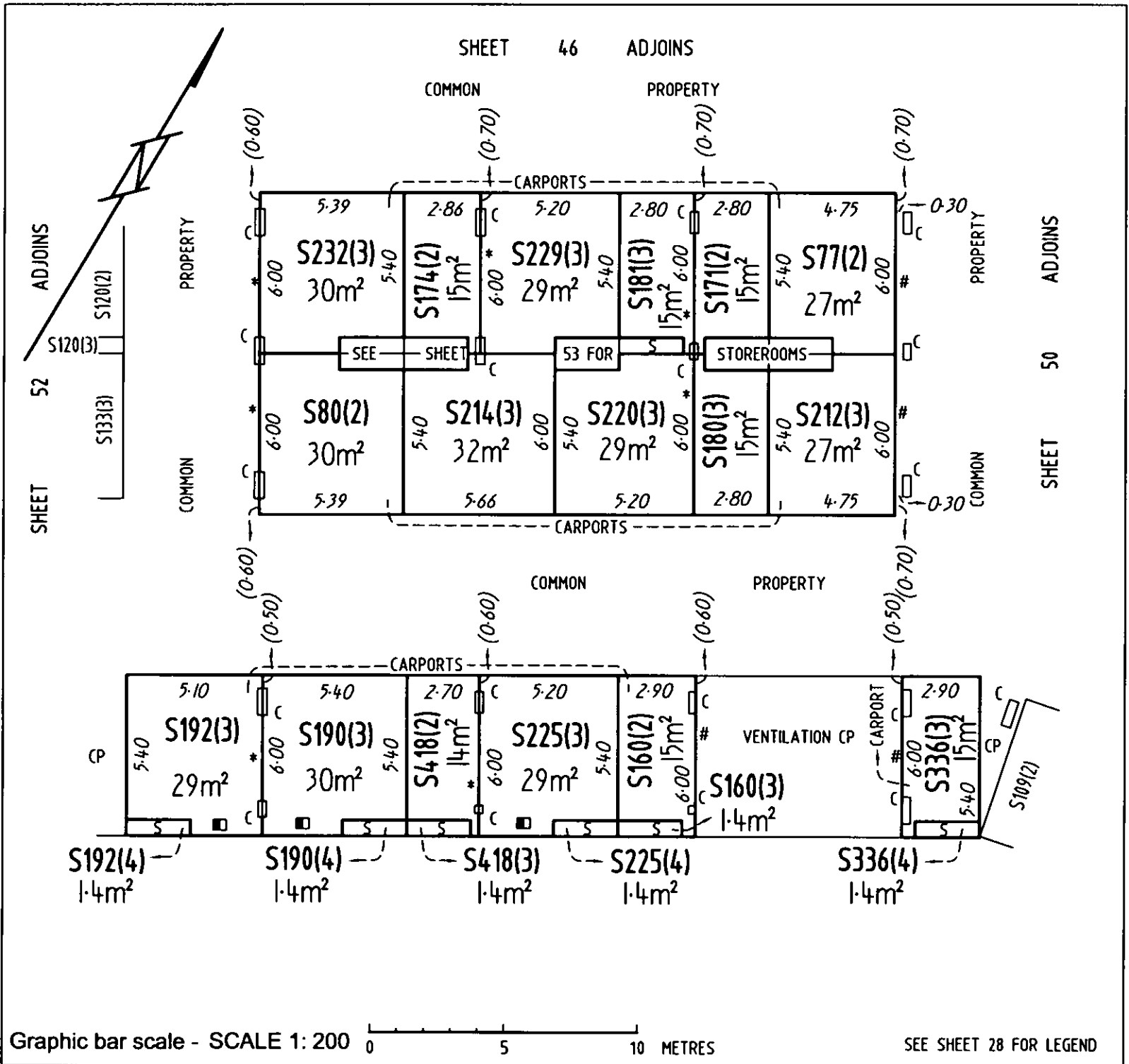
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIRST	



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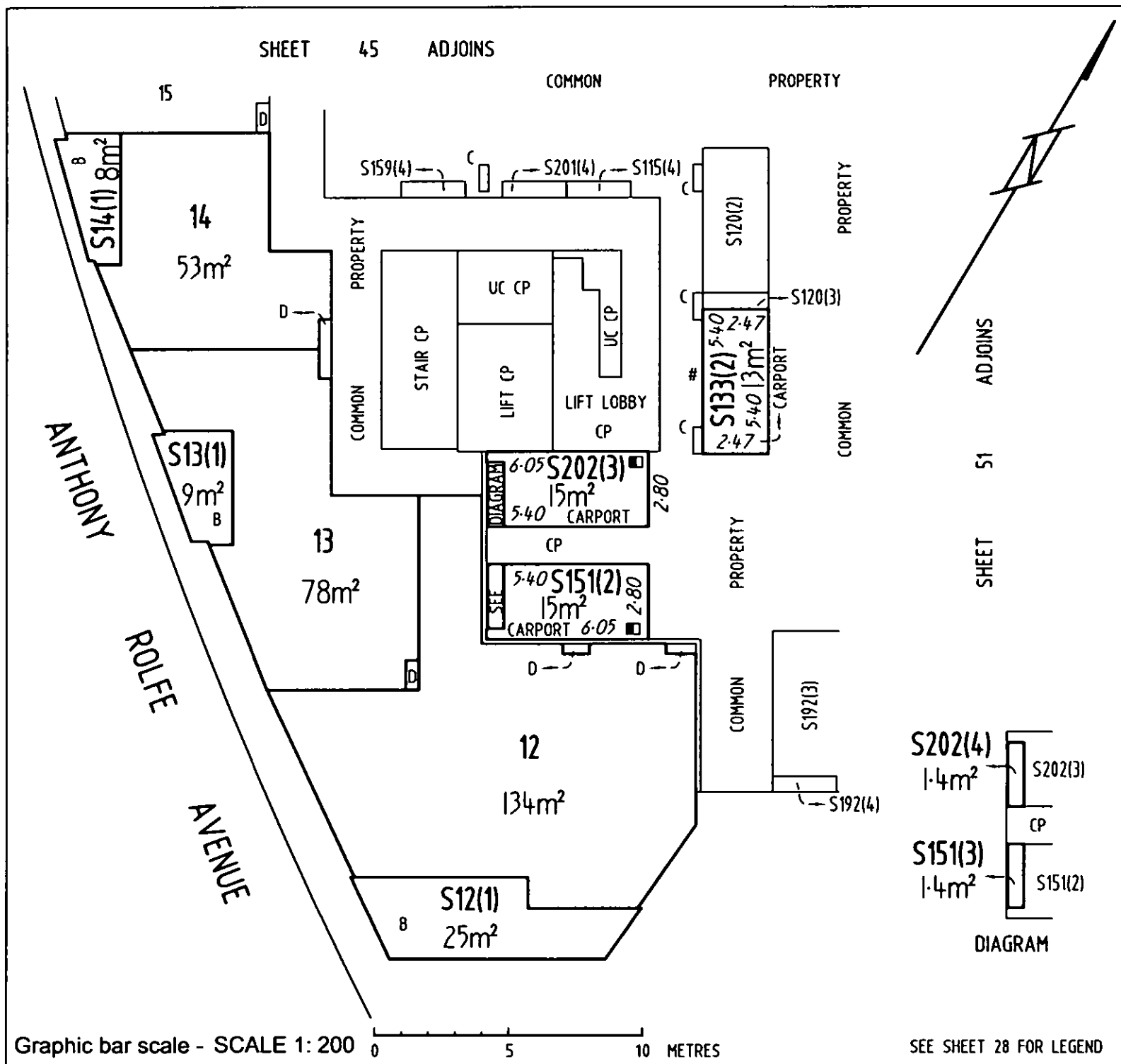
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIRST	



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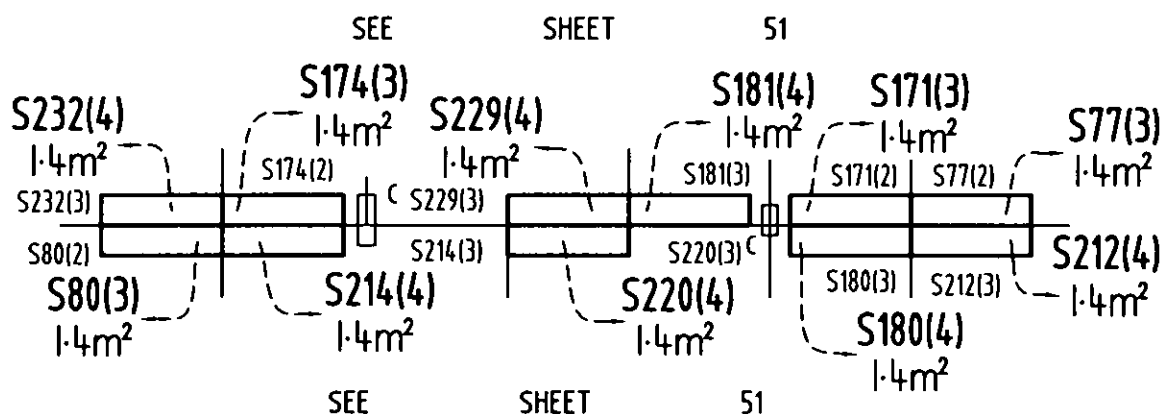
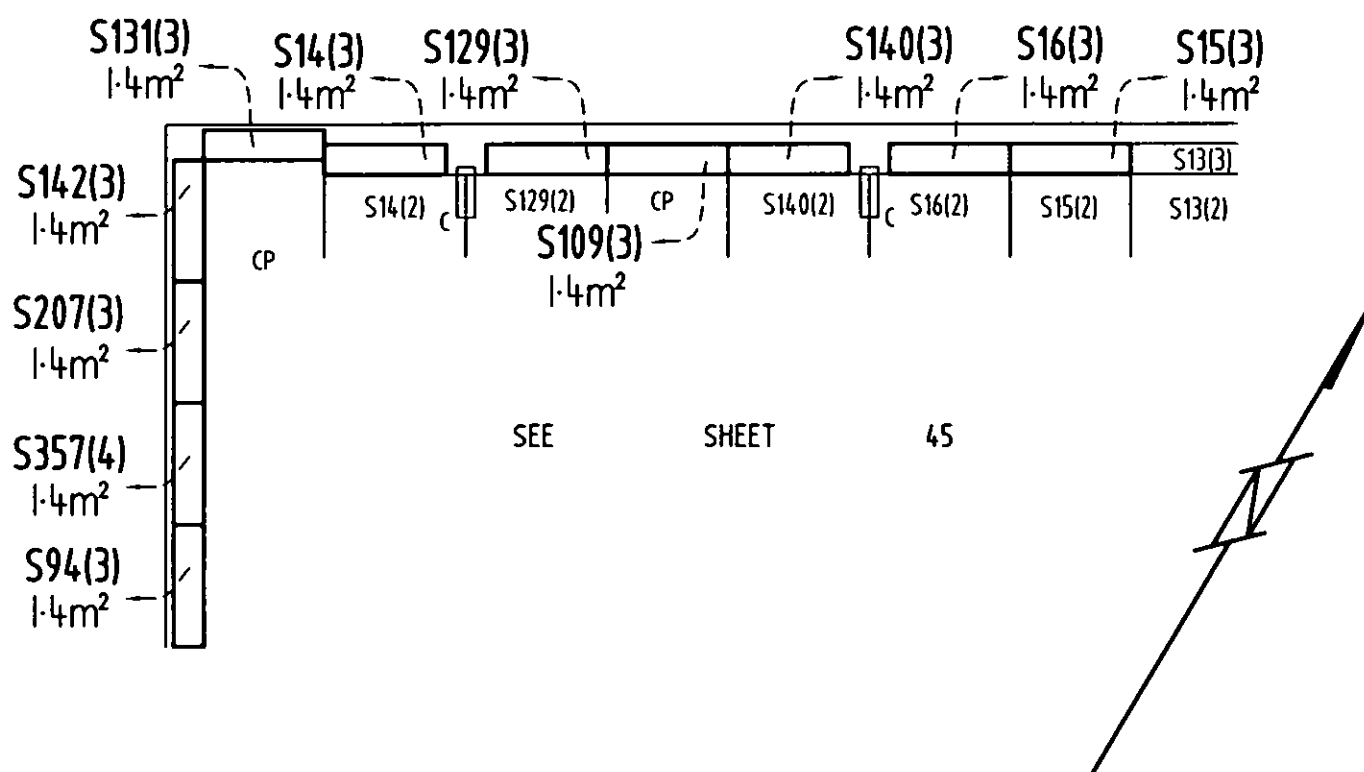
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	STOREROOMS
FIRST	



Graphic bar scale - SCALE 1: 150 0 5 10 METRES

SEE SHEET 28 FOR LEGEND

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ABN: 601913839

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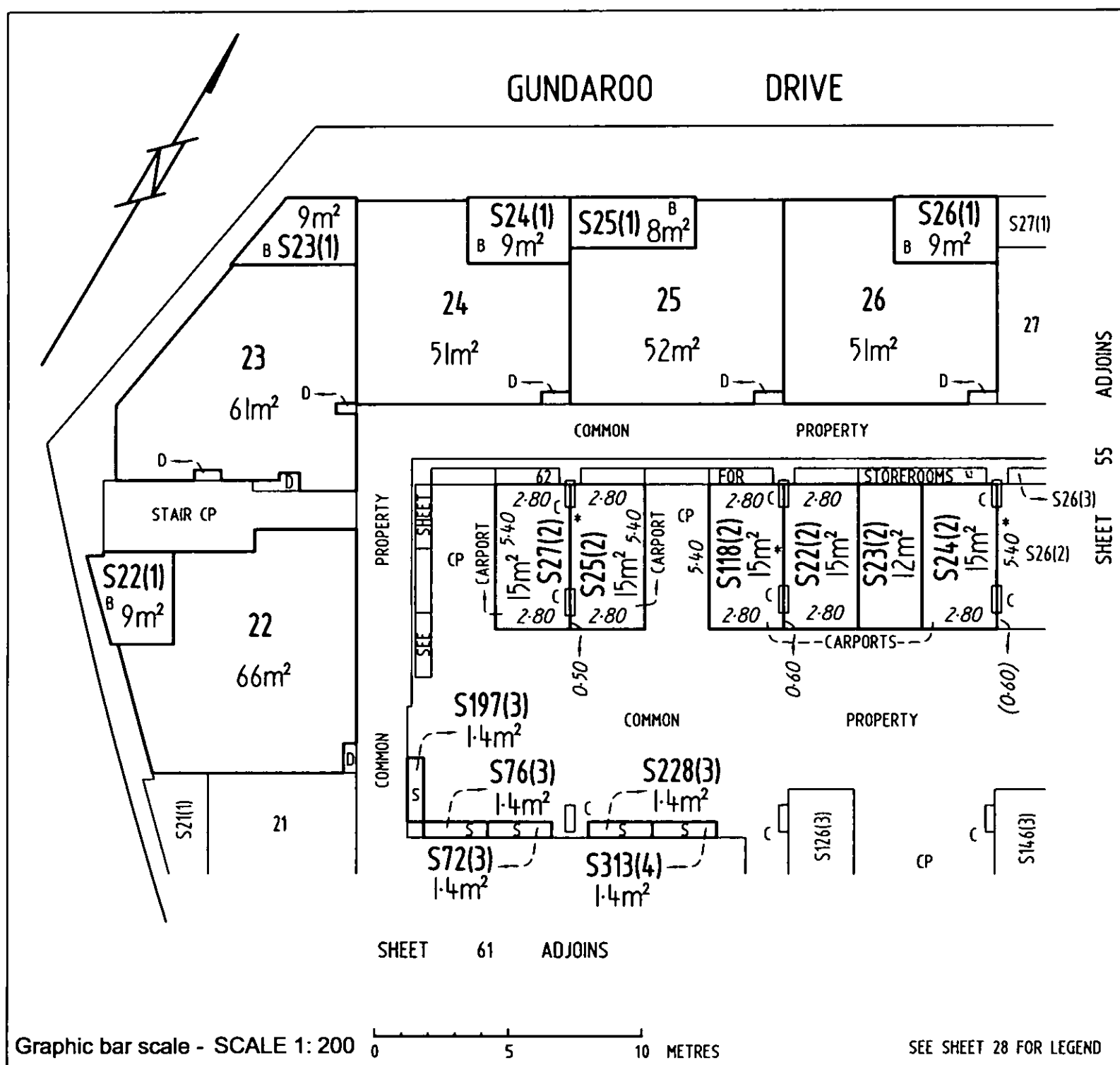
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Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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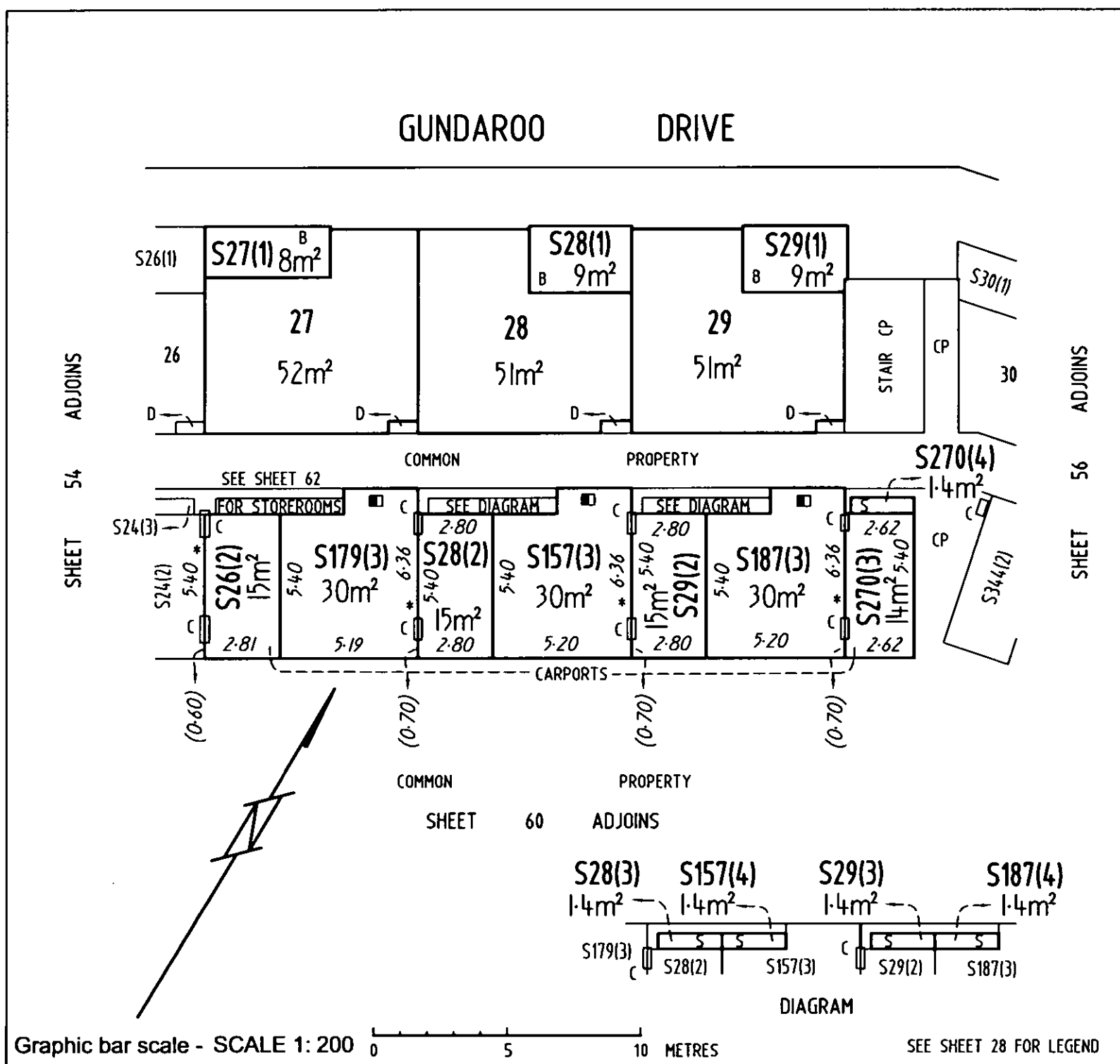
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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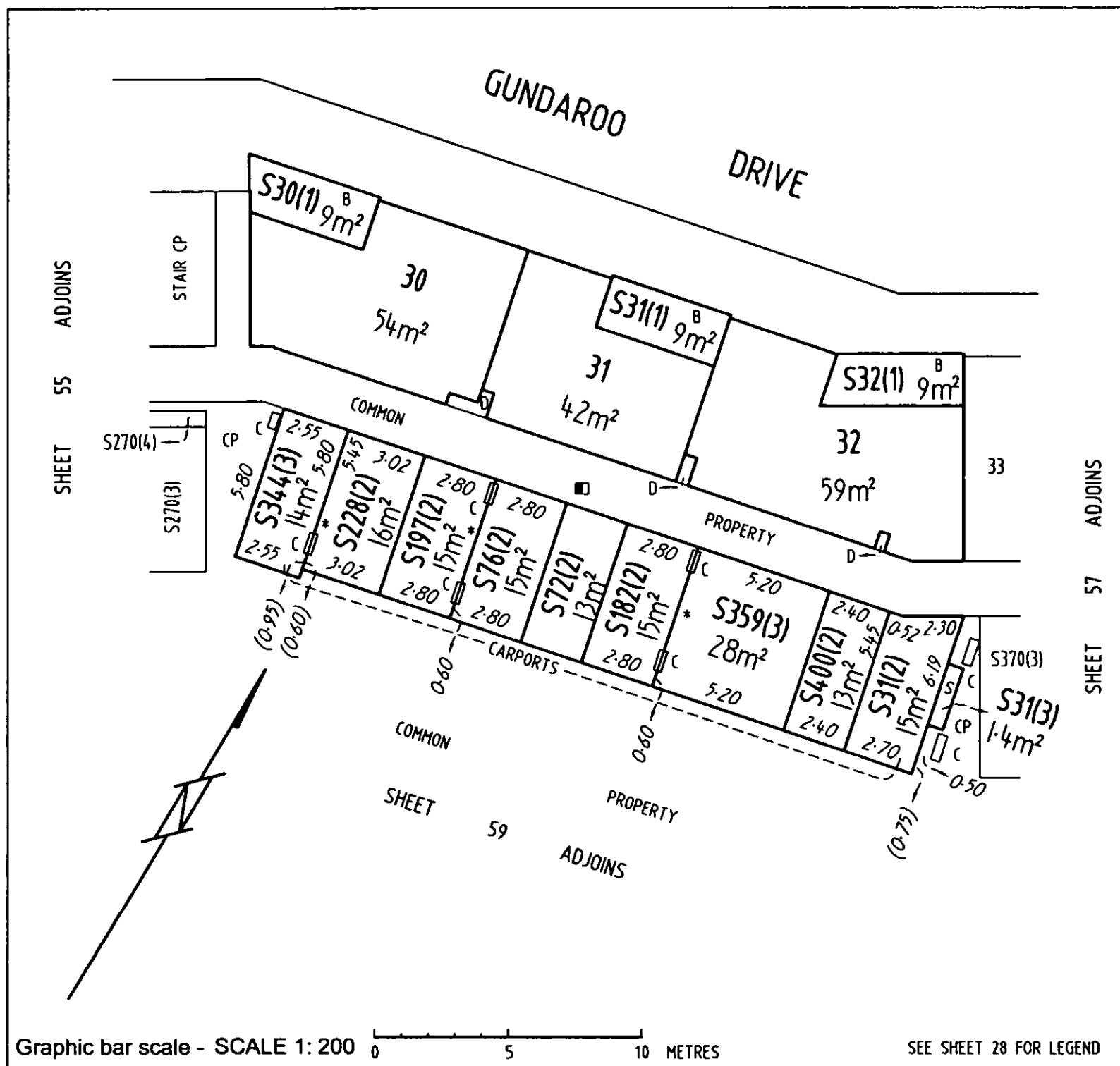
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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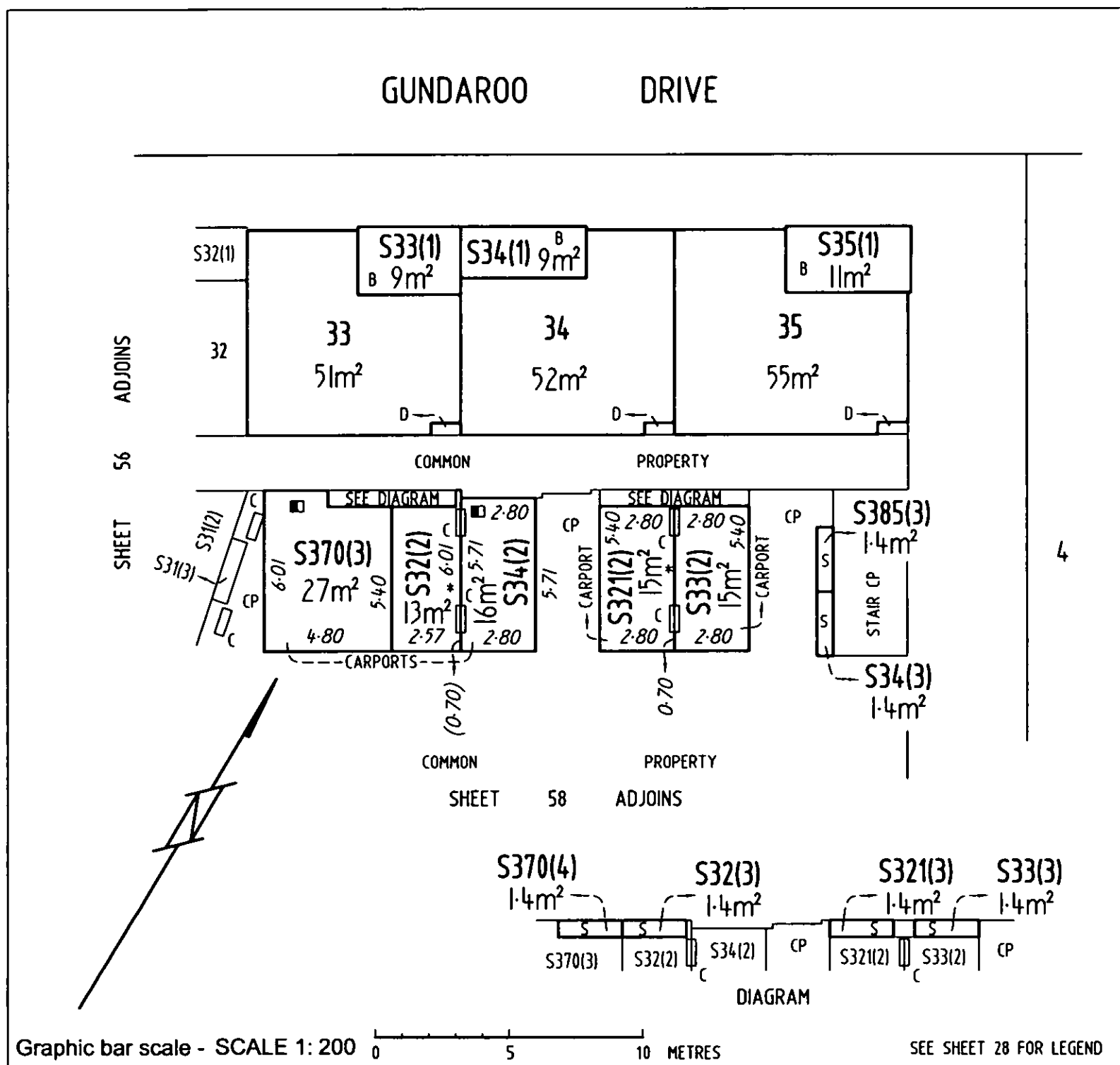
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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[Signature]
SAMUEL ZELLER · Delegate of the
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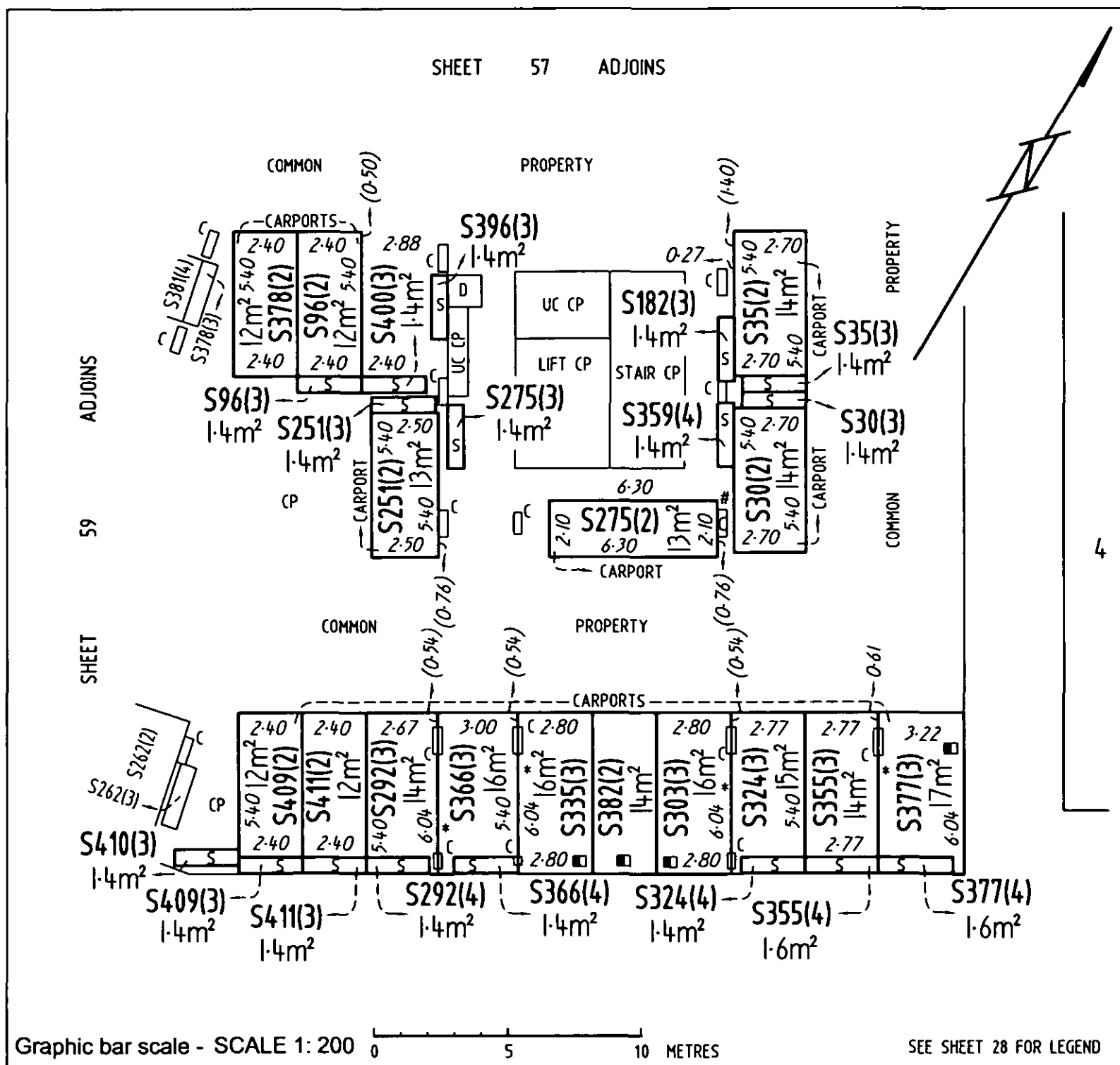
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Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER SECOND

CLASS A UNIT AND UNIT SUBSIDIARIES



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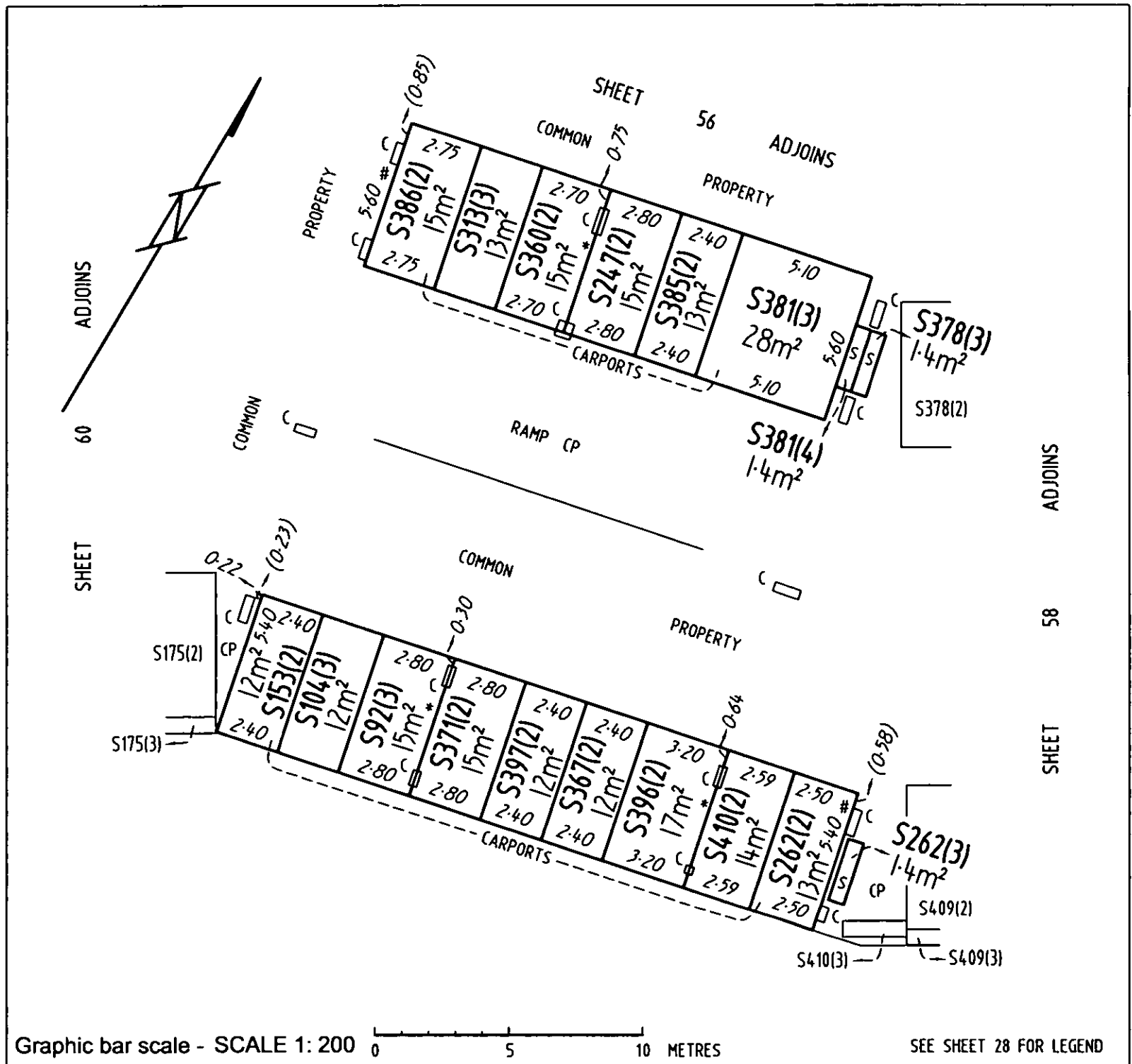
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FLOOR PLAN

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GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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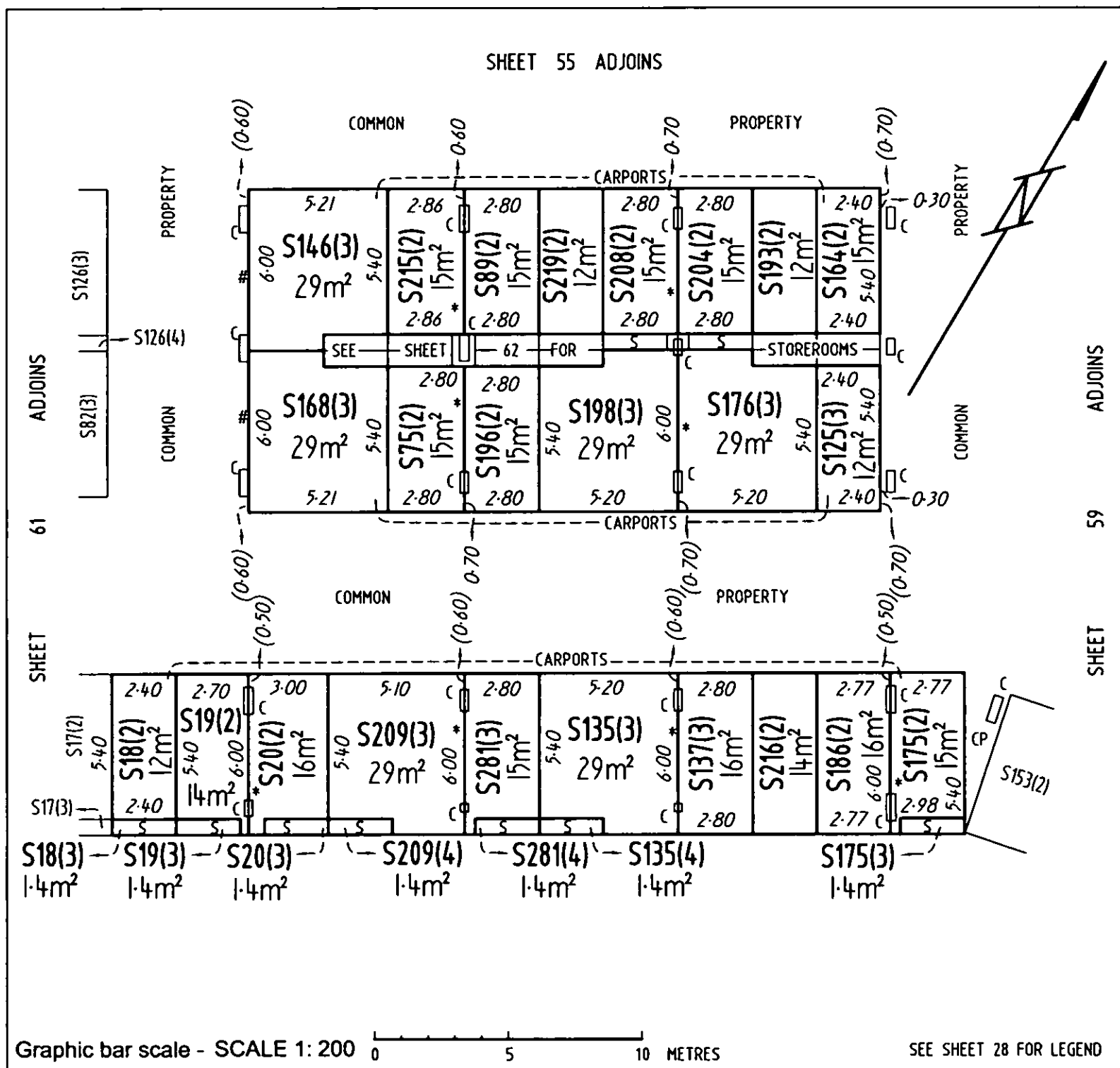
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FLOOR PLAN

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GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

SAMUEL ZELLER

Delegate of the
ACT Planning and Land Authority

LAND TITLES

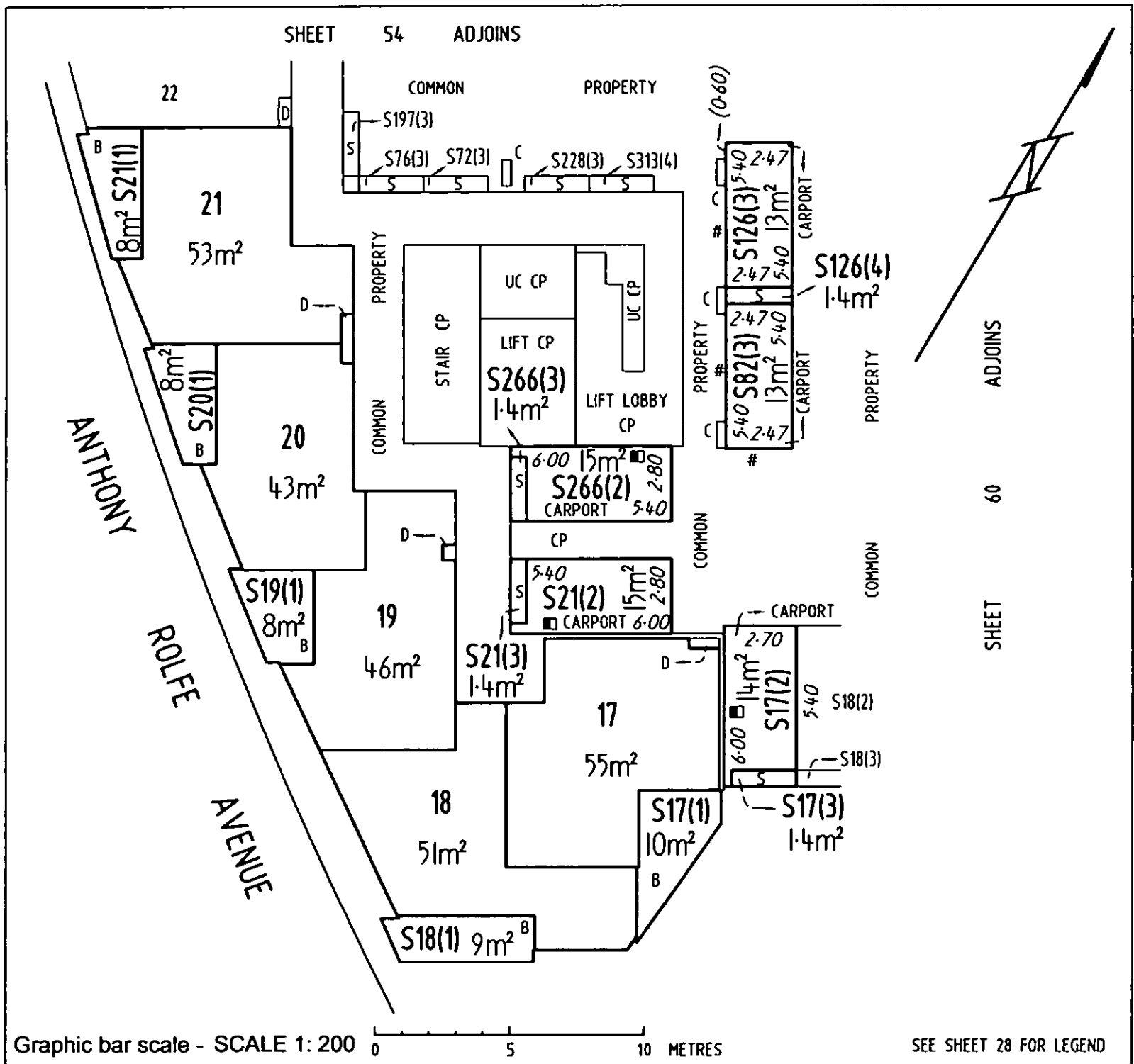
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	--------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

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ACT Planning and Land Authority

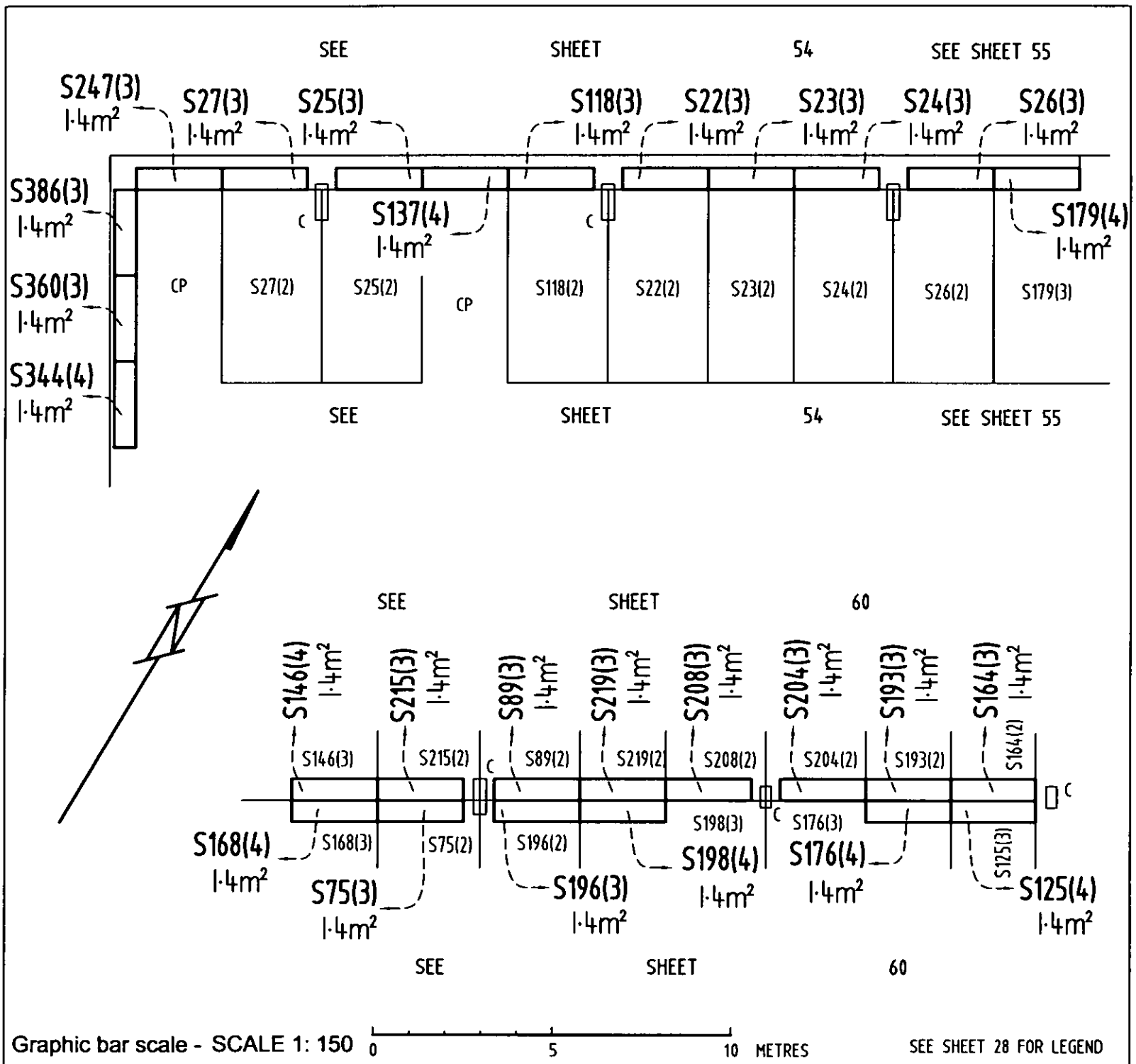
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	SECOND	STOREROOMS
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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Registered Proprietor

SAMUEL ZELLER Delegate of the
ACT Planning and Land Authority

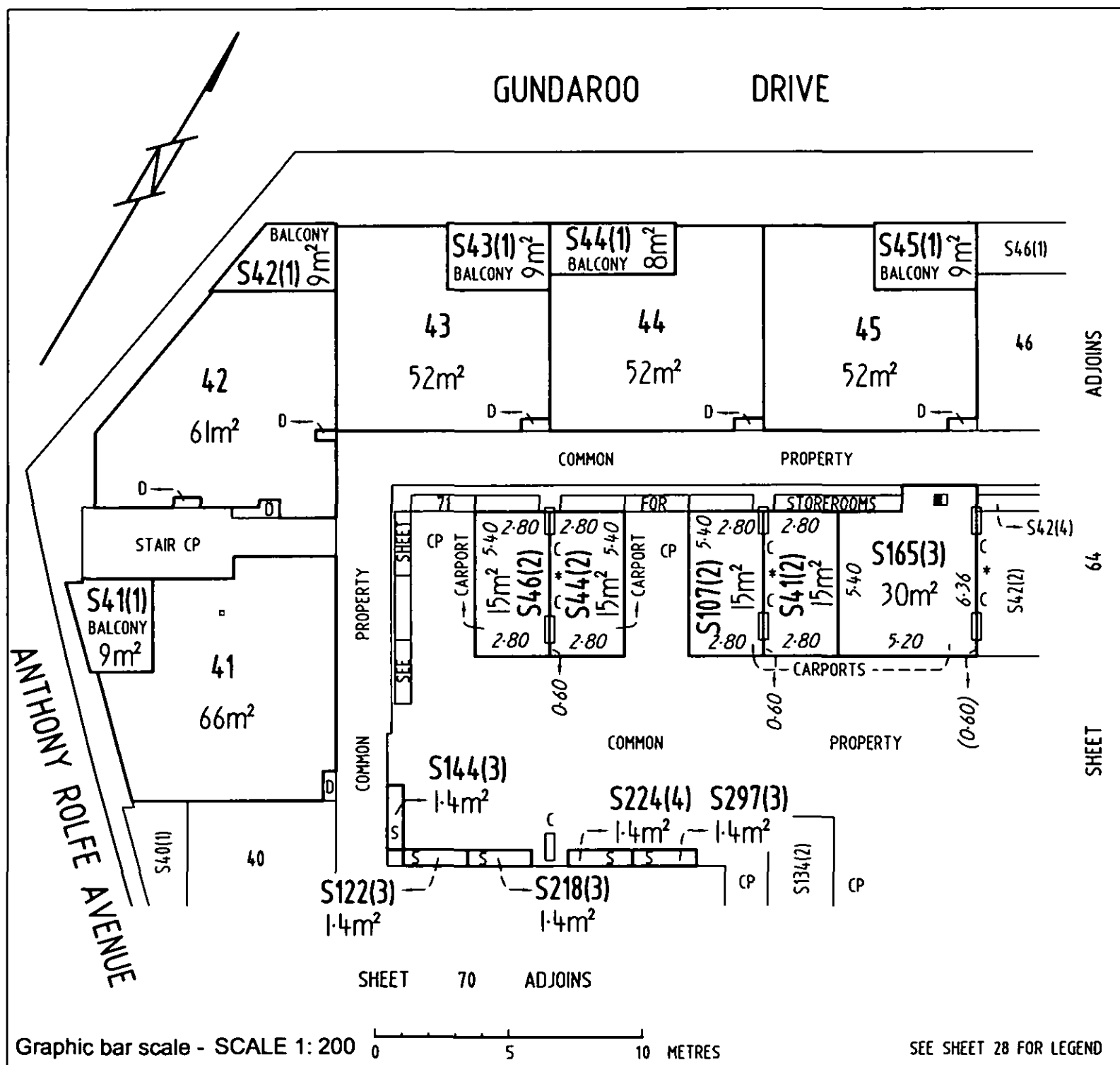
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839

[Signature]
NIKOLAOS GEORGALIS
SOLE DIRECTOR
Registered Proprietor

[Signature]
SAMUEL ZELLER
Delegate of the
ACT Planning and Land Authority

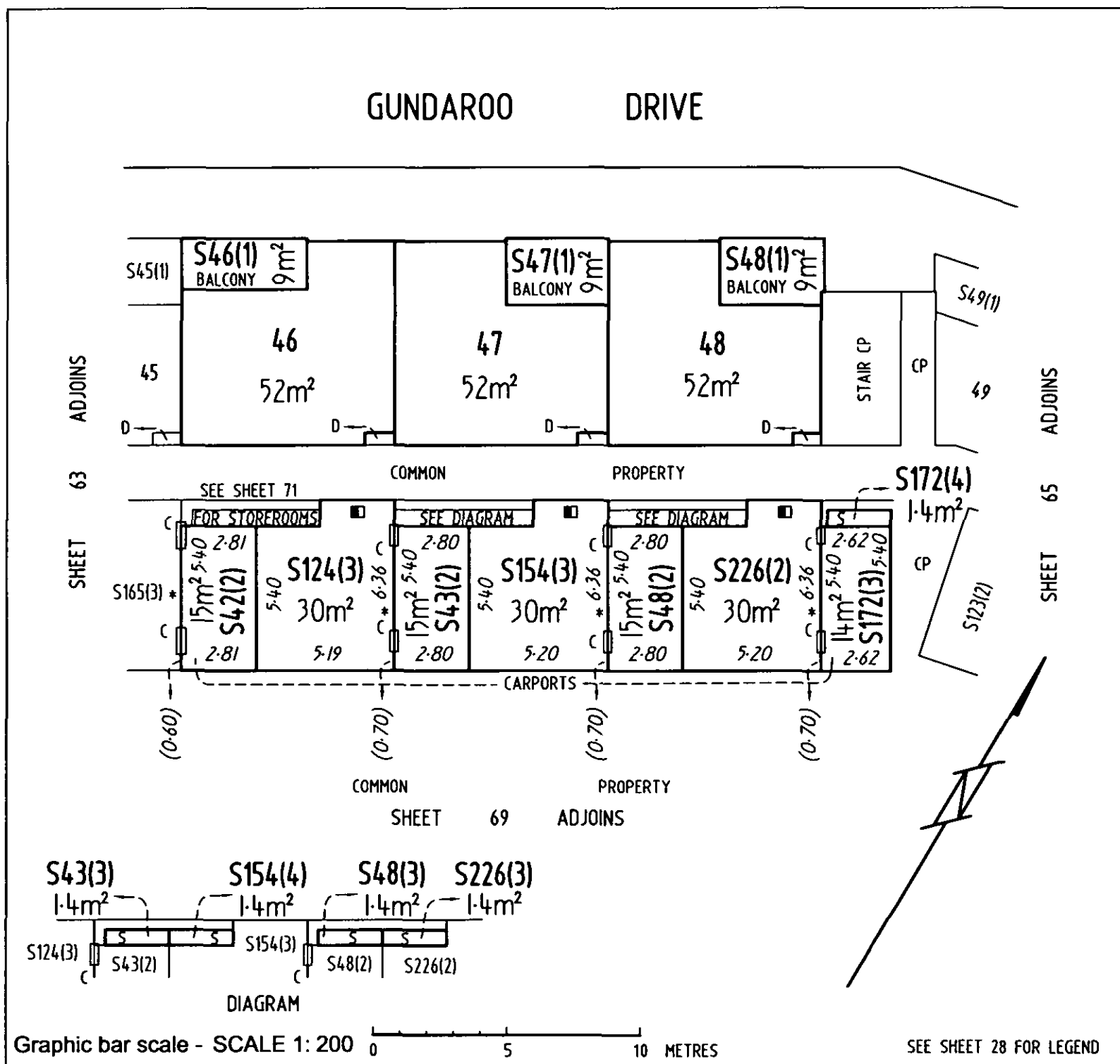
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

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Registered Proprietor

SAMUEL ZELLER

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ACT Planning and Land Authority

LAND TITLES

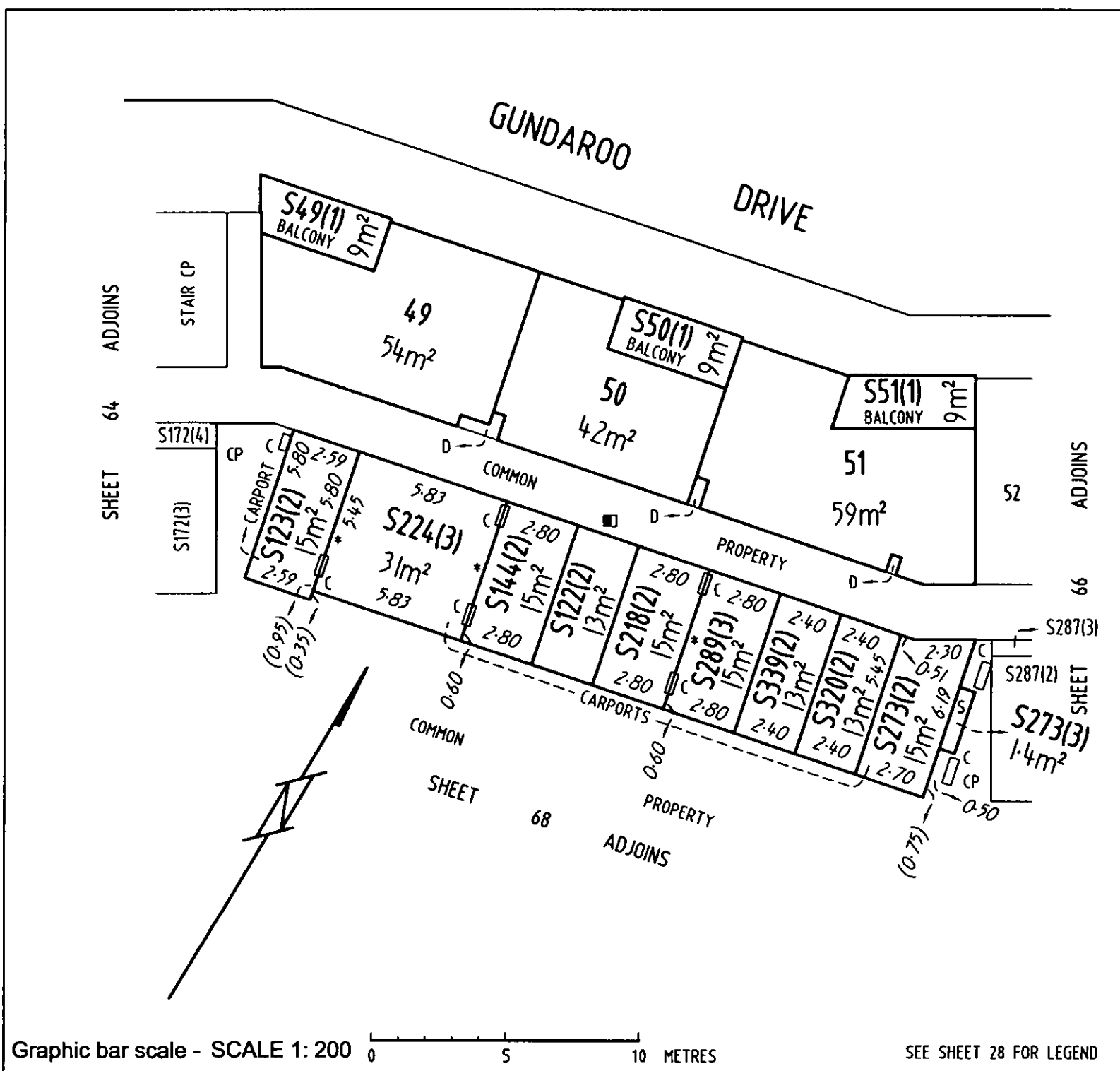
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

-ABN: 601913839

ACN!

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

~~SAMUEL ZELLER~~

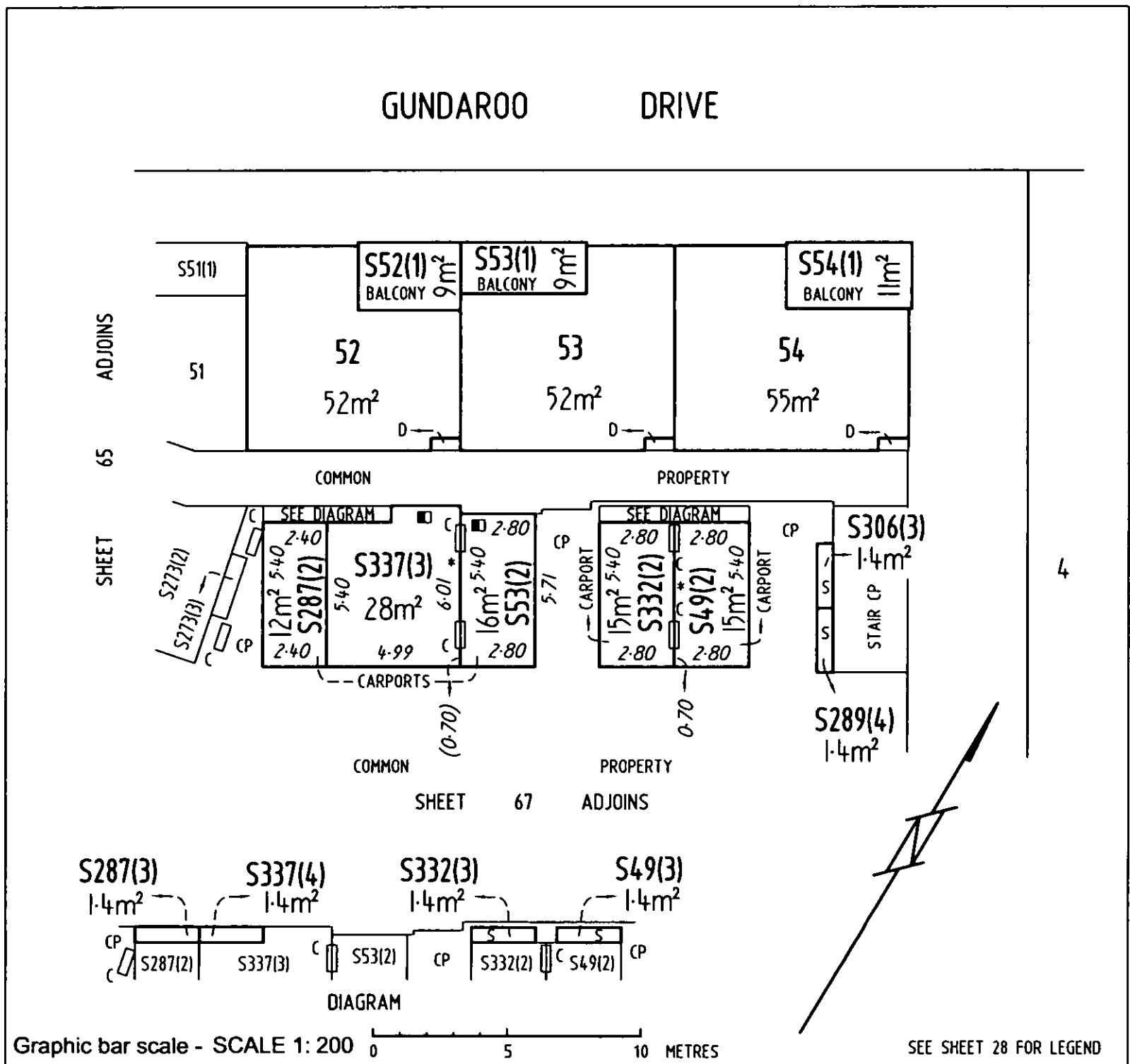
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

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SAMUEL ZELLER Delegate of the
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LAND TITLES

OFFICE OF REGULATORY SERVICES

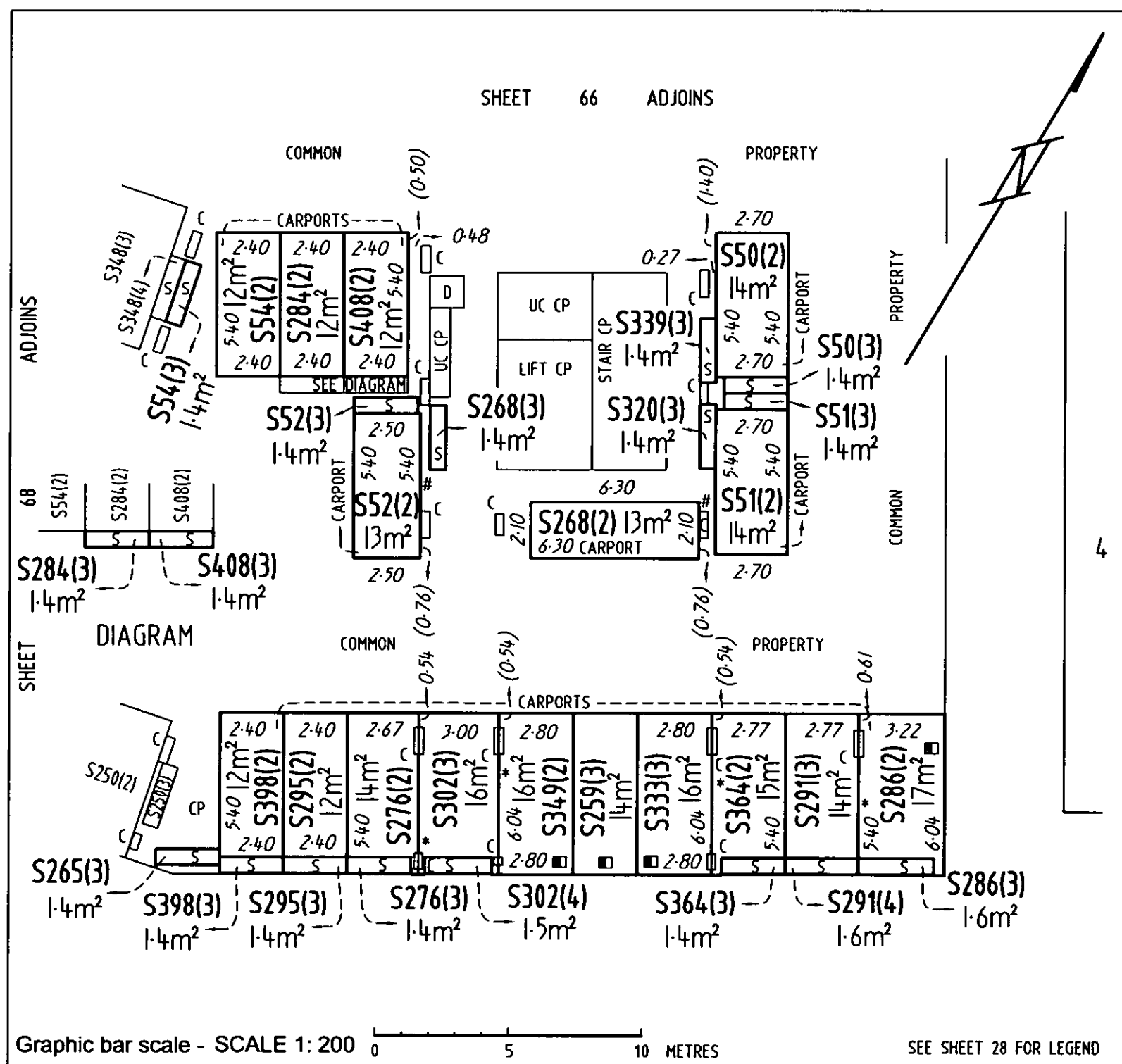
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

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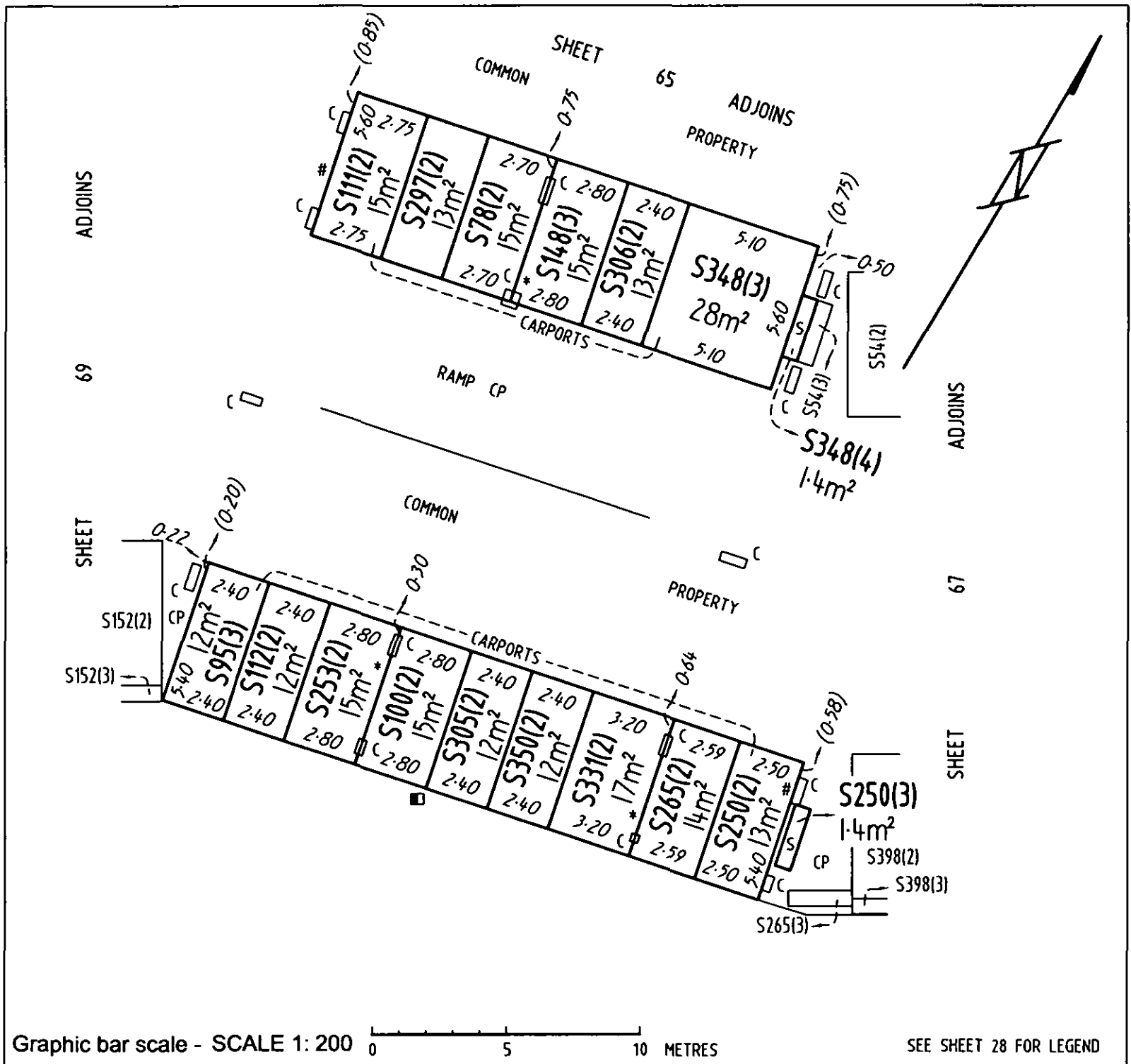
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	-------	------------------------------------



NG LANDHOLDINGS No:1 PTY LTD

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NIKOLAOS GEORGALIS

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 Registered Proprietor

Samuel Zeller
SAMUEL ZELLER Delegate of the
 ACT Planning and Land Authority

LAND TITLES

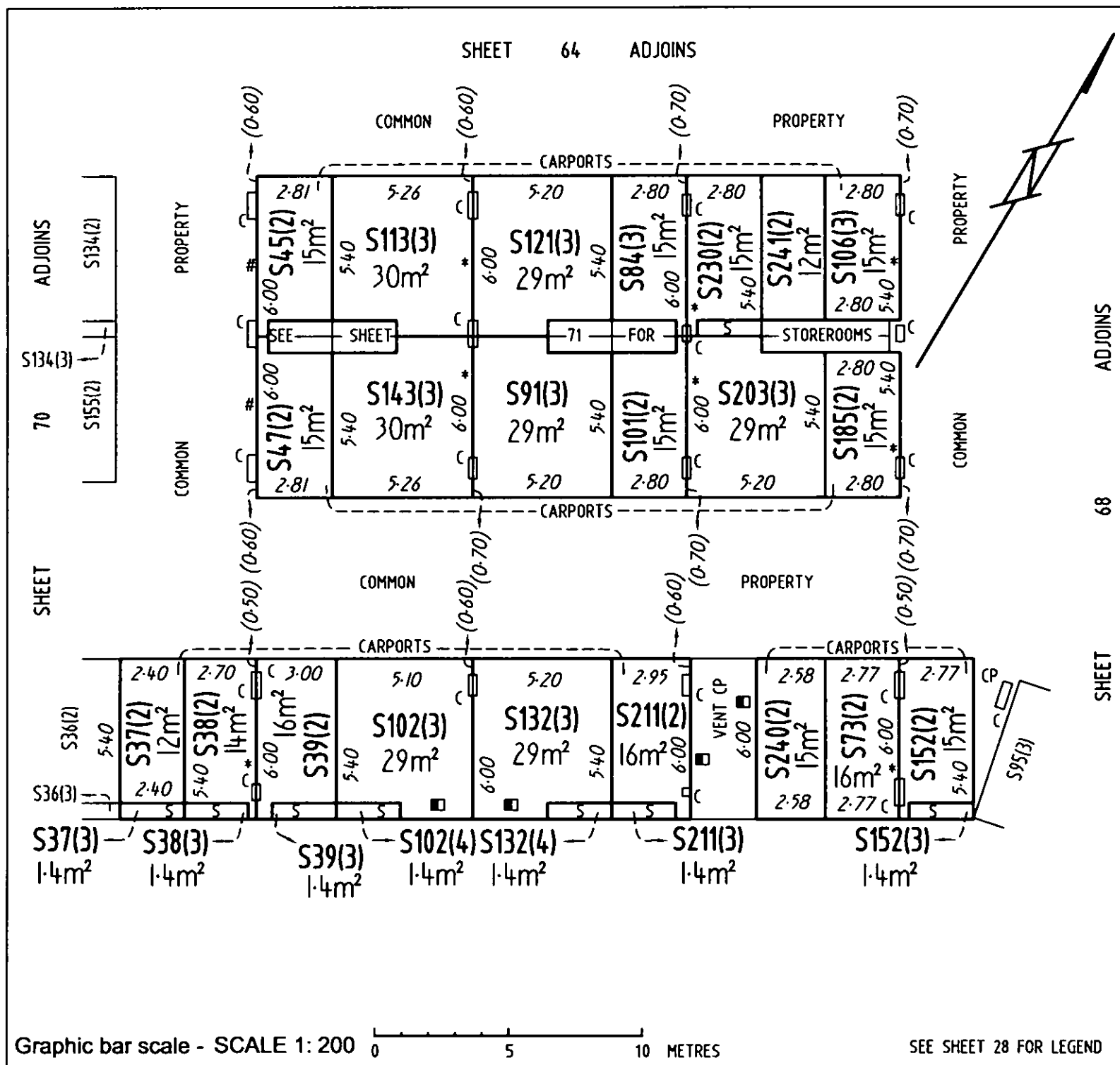
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839

NIKOLAOS GEORGALIS

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Registered Proprietor

ANUEL ZELLER

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ACT Planning and Land Authority

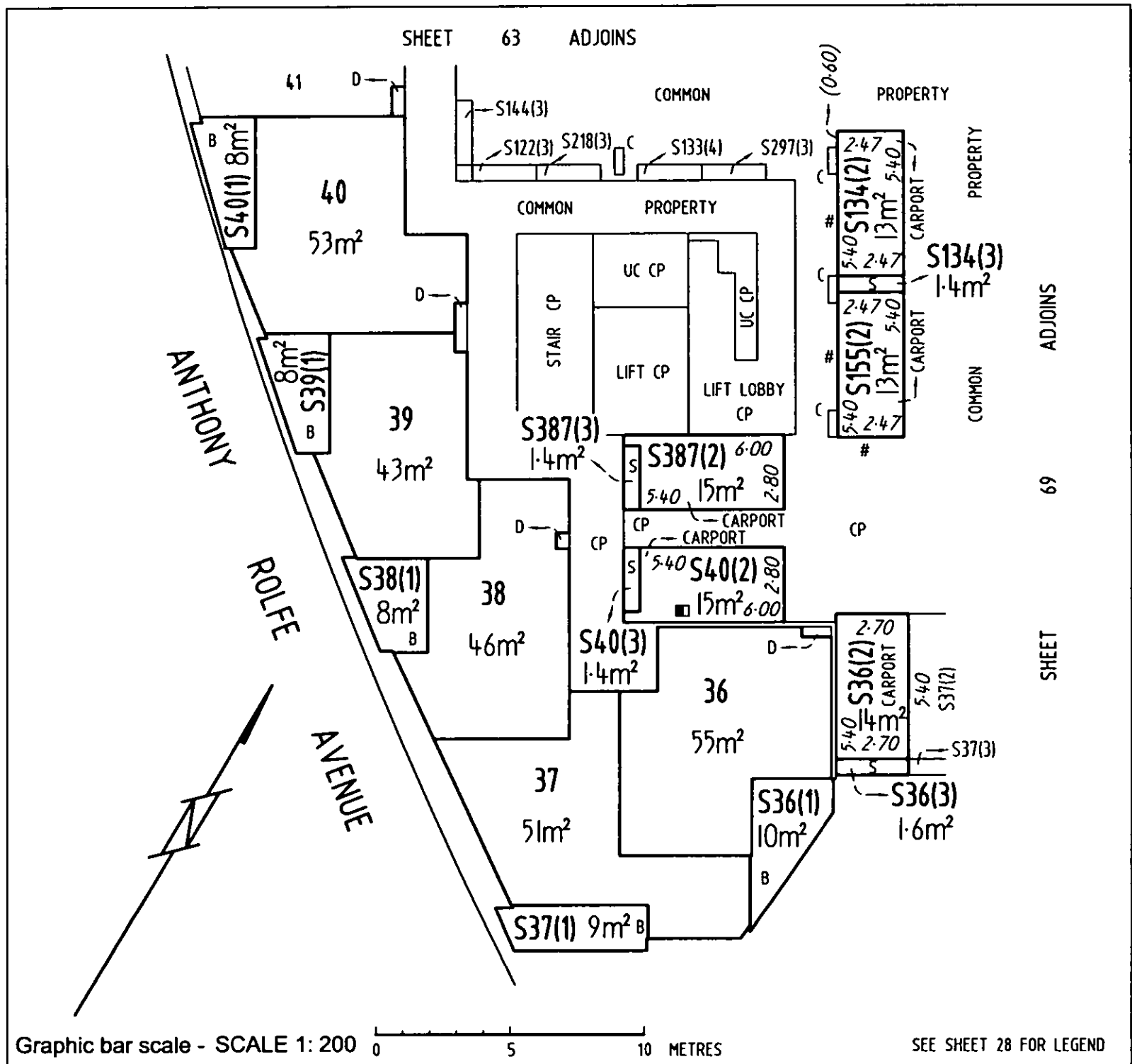
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839

NIKOLAOS GEORGALIS

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SAMUEL ZELLER
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ACT Planning and Land Authority

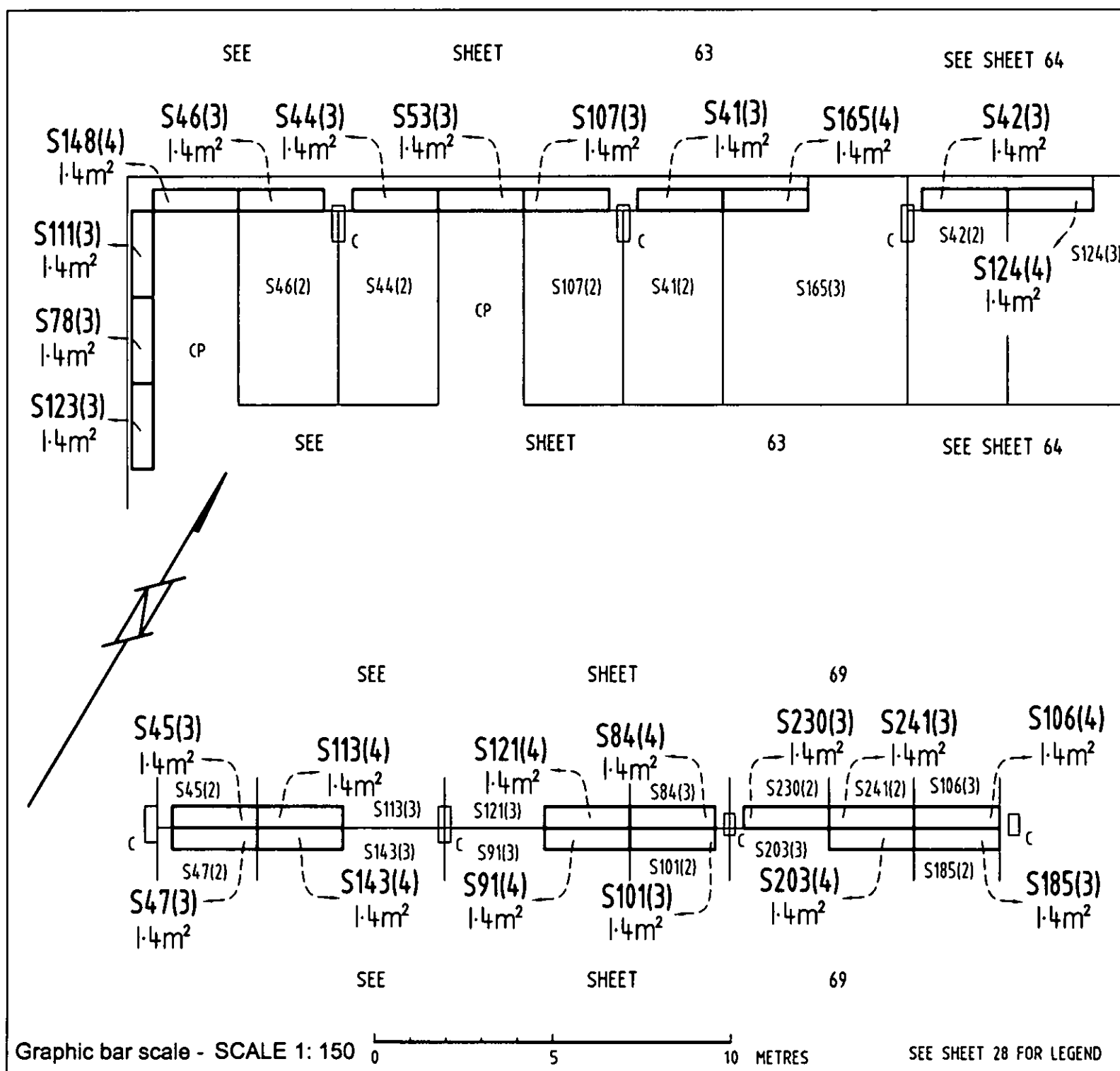
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRD	STOREROOMS
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NG LANDHOLDINGS No.1 PTY LTD
ACN: 601913839

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

SAMUEL ZELLER Delegate of the
ACT Planning and Land Authority

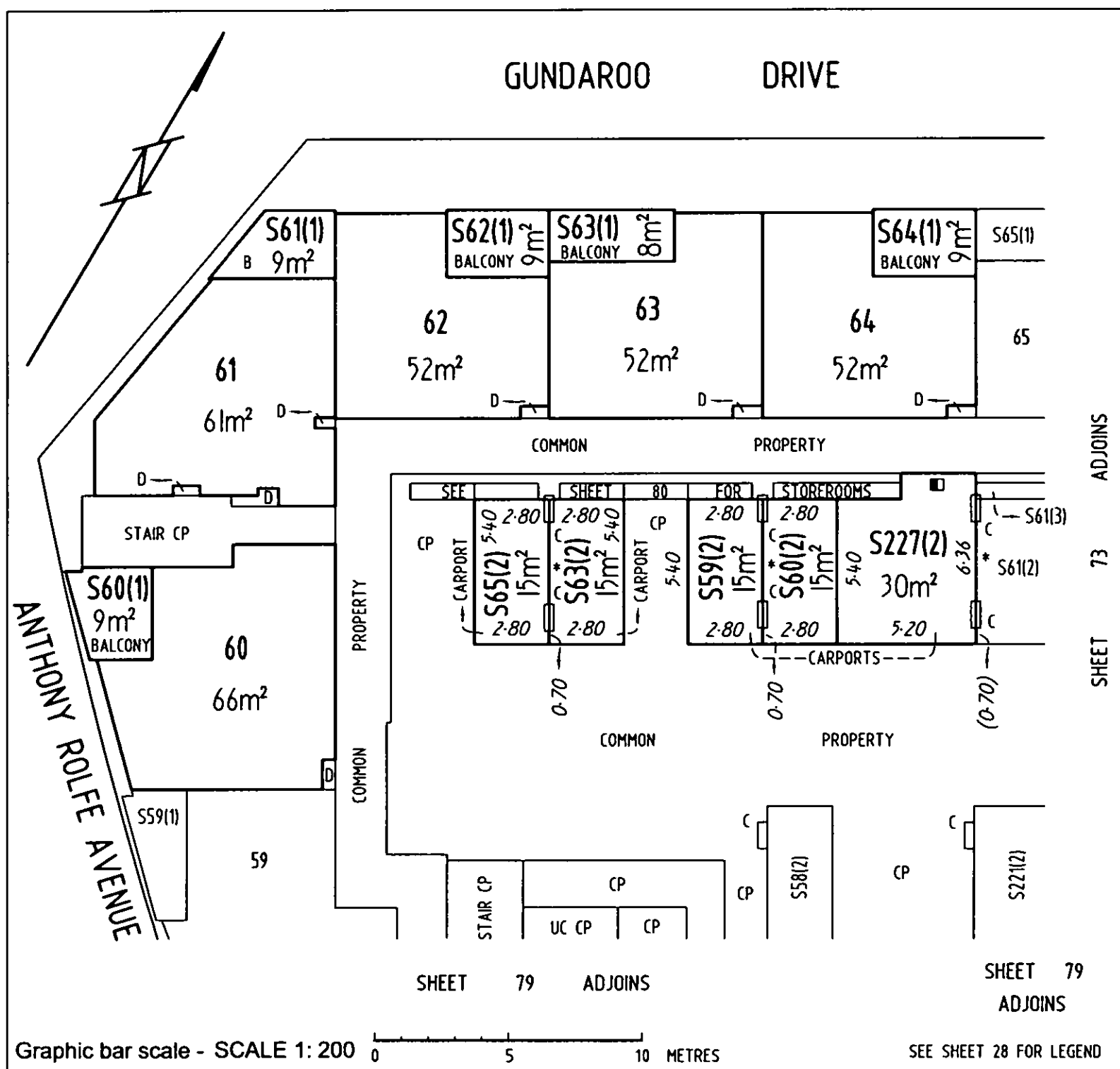
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

WELZEL Delegate of the
ACT Planning and Land Authority

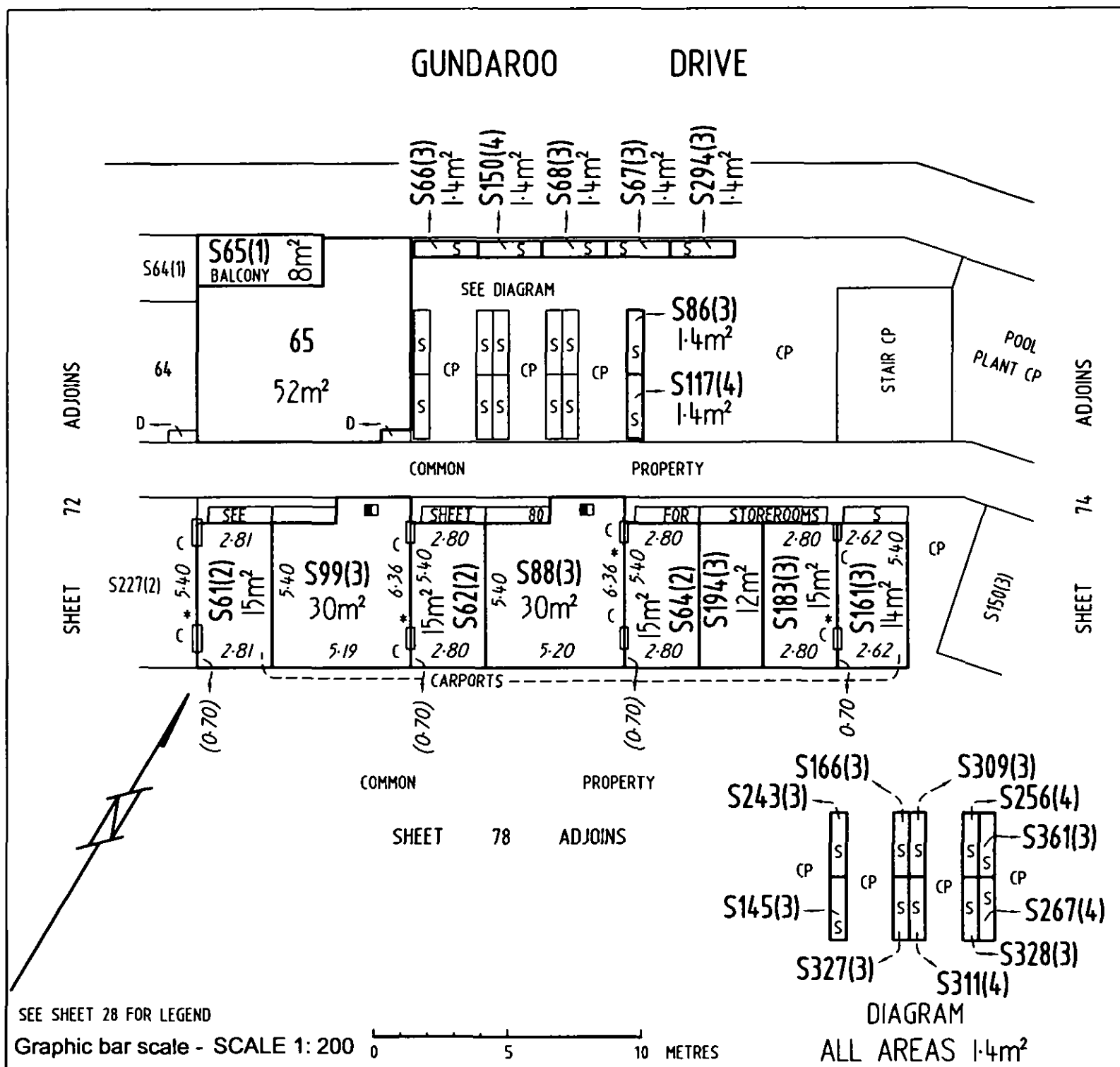
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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Registered Proprietor

MICHAEL ZELLER

Delegate of the
ACT Planning and Land Authority

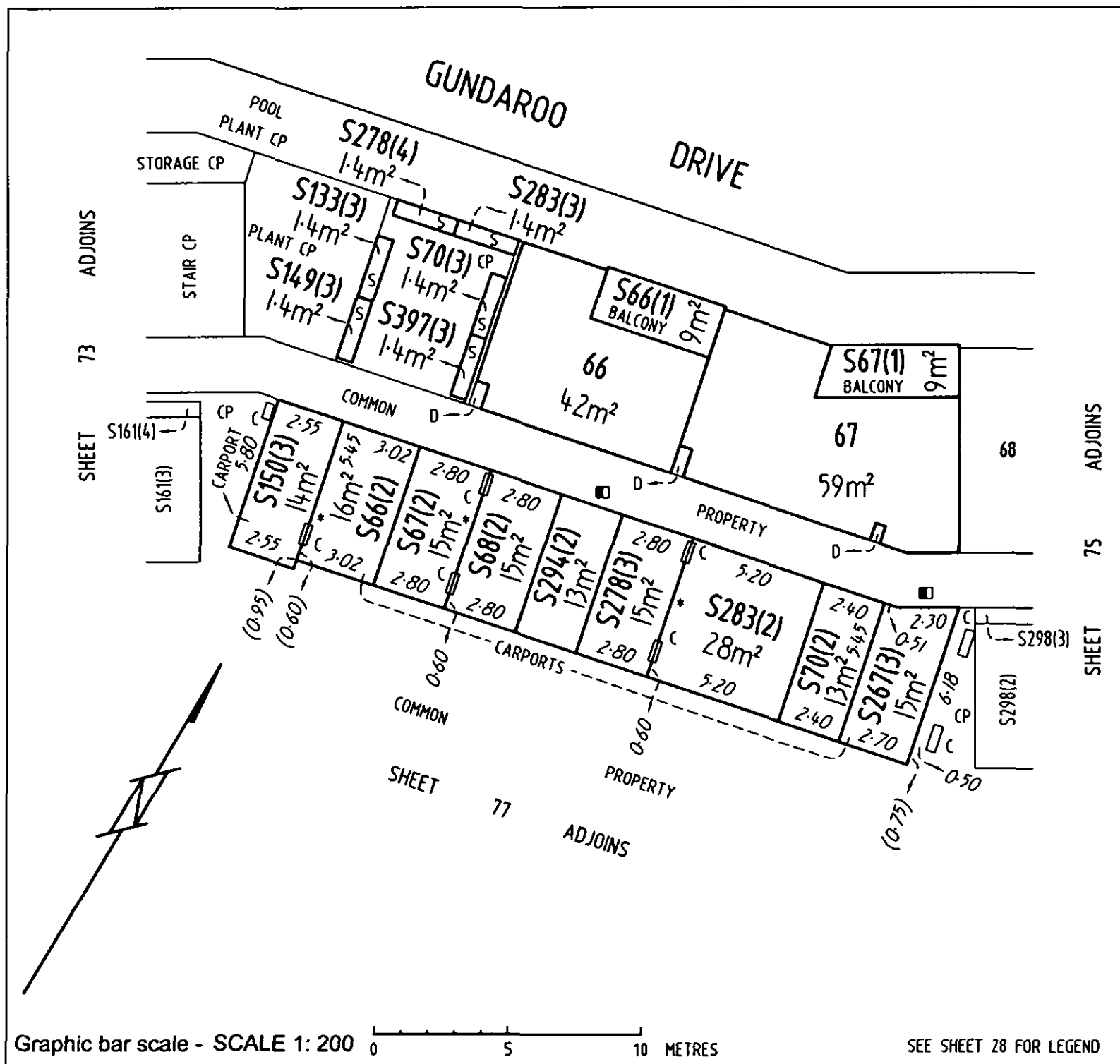
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	--------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

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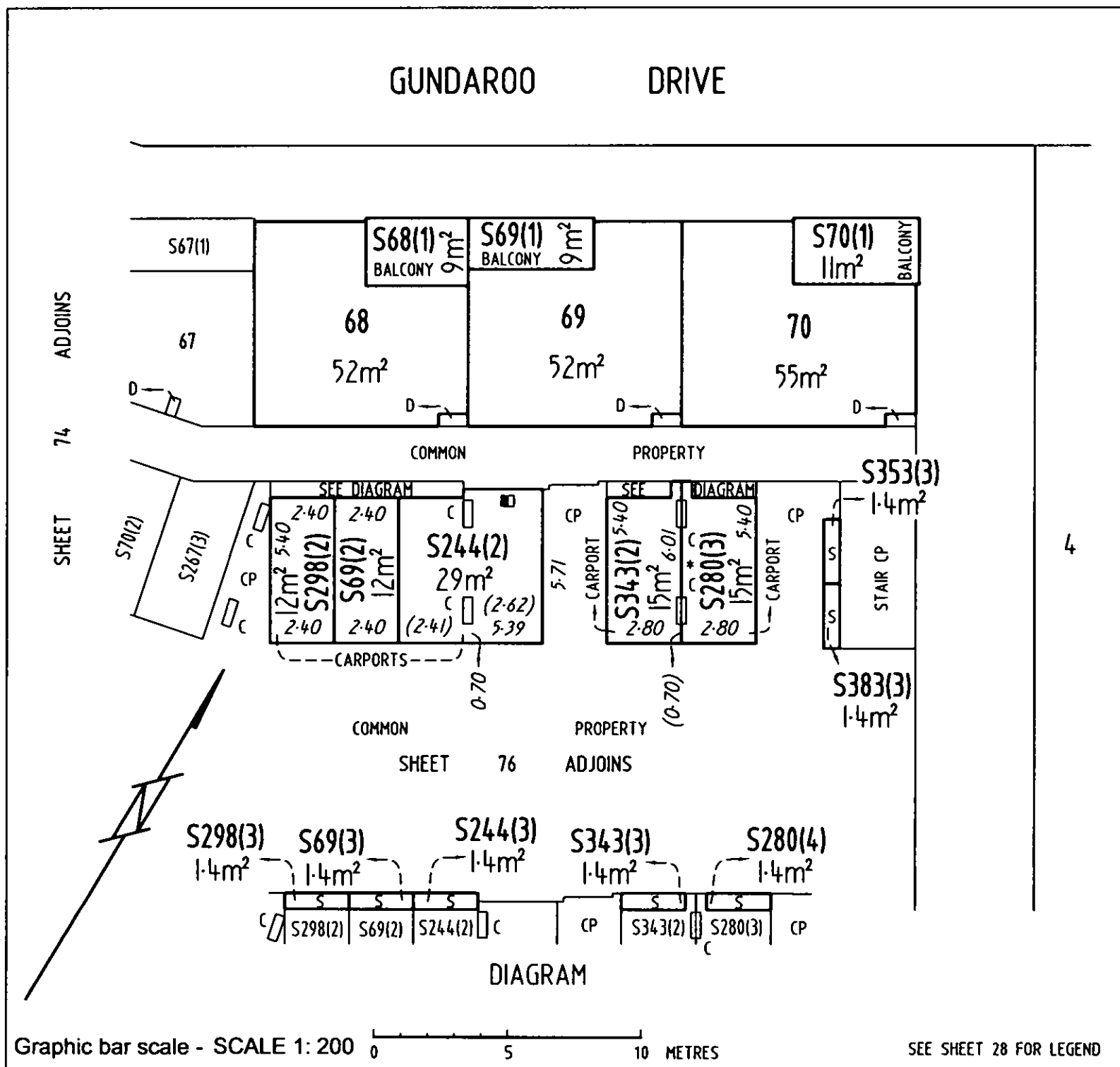
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
--------------	--------	------------------------------------



NG LANDHOLDINGS No.1 PTY LTD

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 SAMUEL ZELLER Delegate of the
 ACT Planning and Land Authority

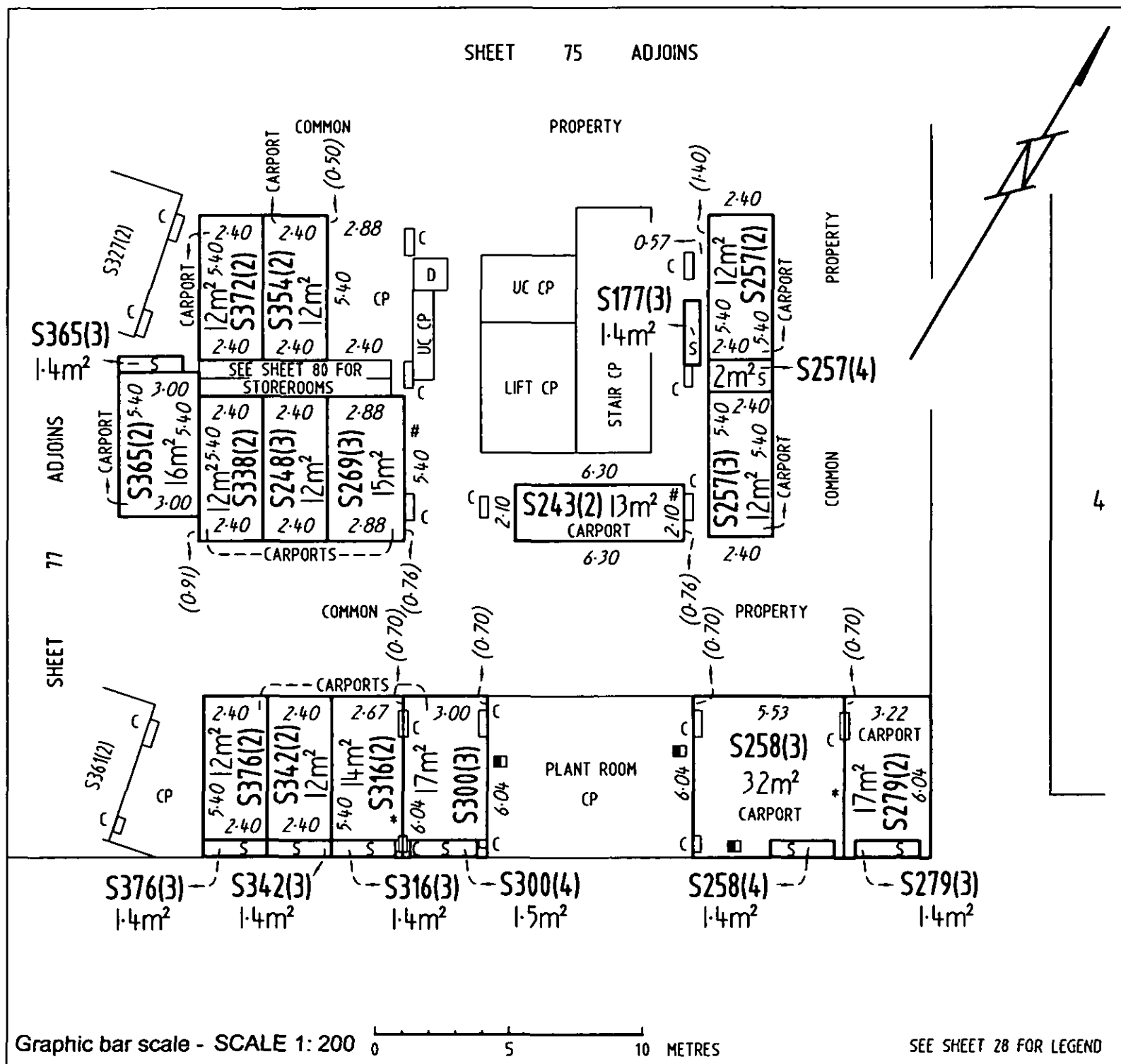
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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SARDEL KELLER

Delegate of the
ACT Planning and Land Authority

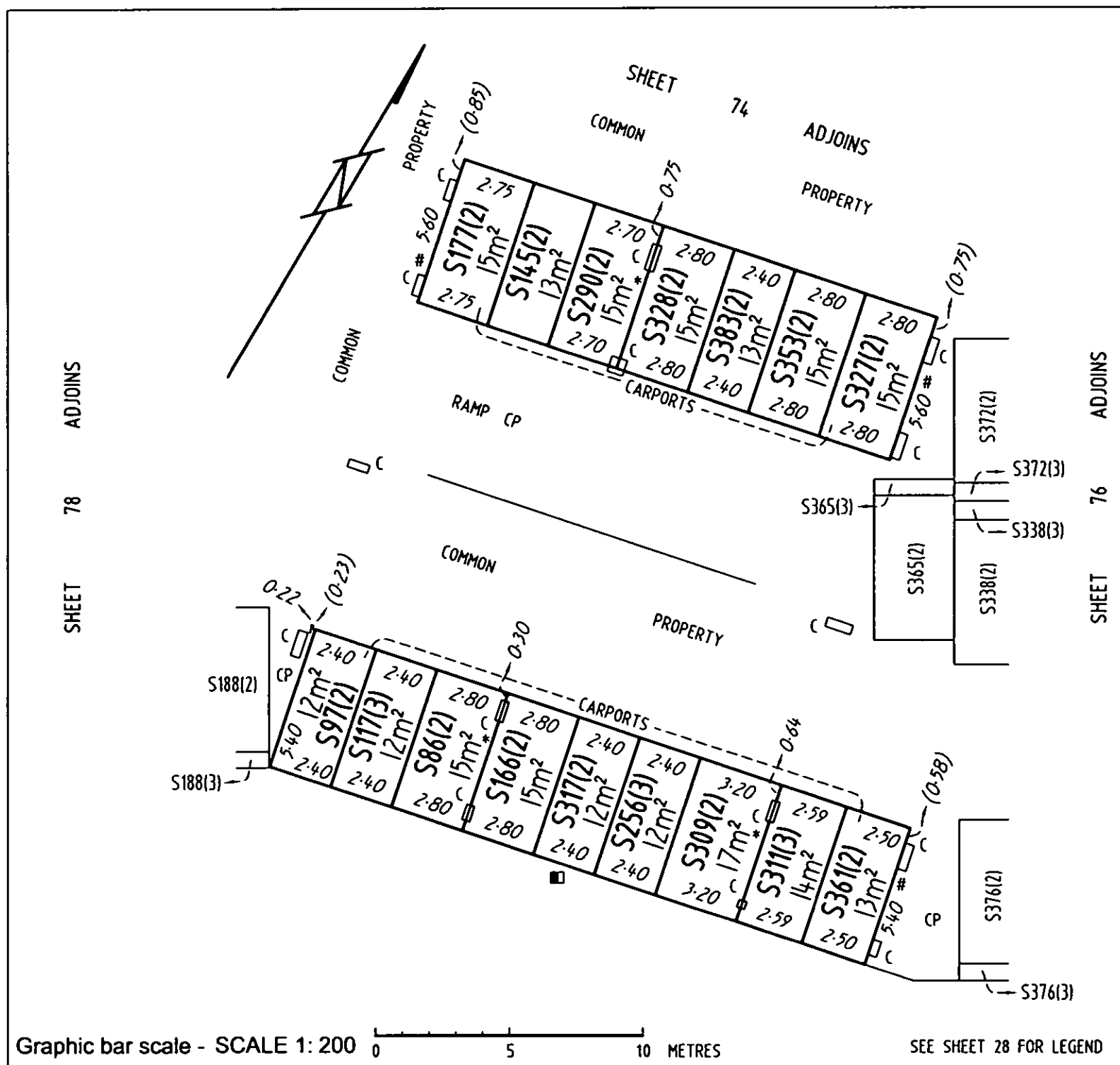
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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SAMUEL ZELLER Delegate of the
ACT Planning and Land Authority

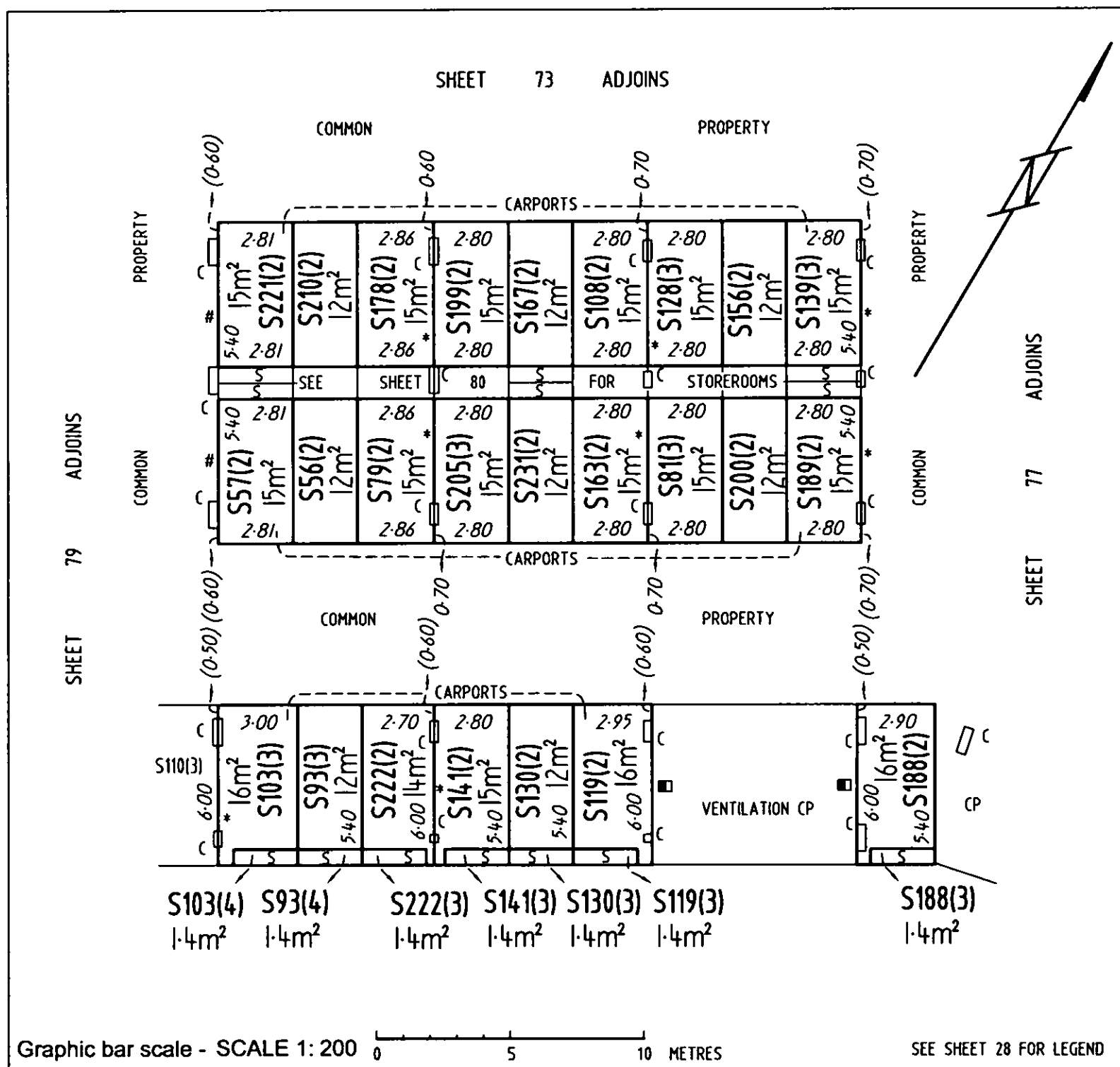
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FOURTH	



NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

.....
 SAMUEL ZELLER Delegate of the
 ACT Planning and Land Authority

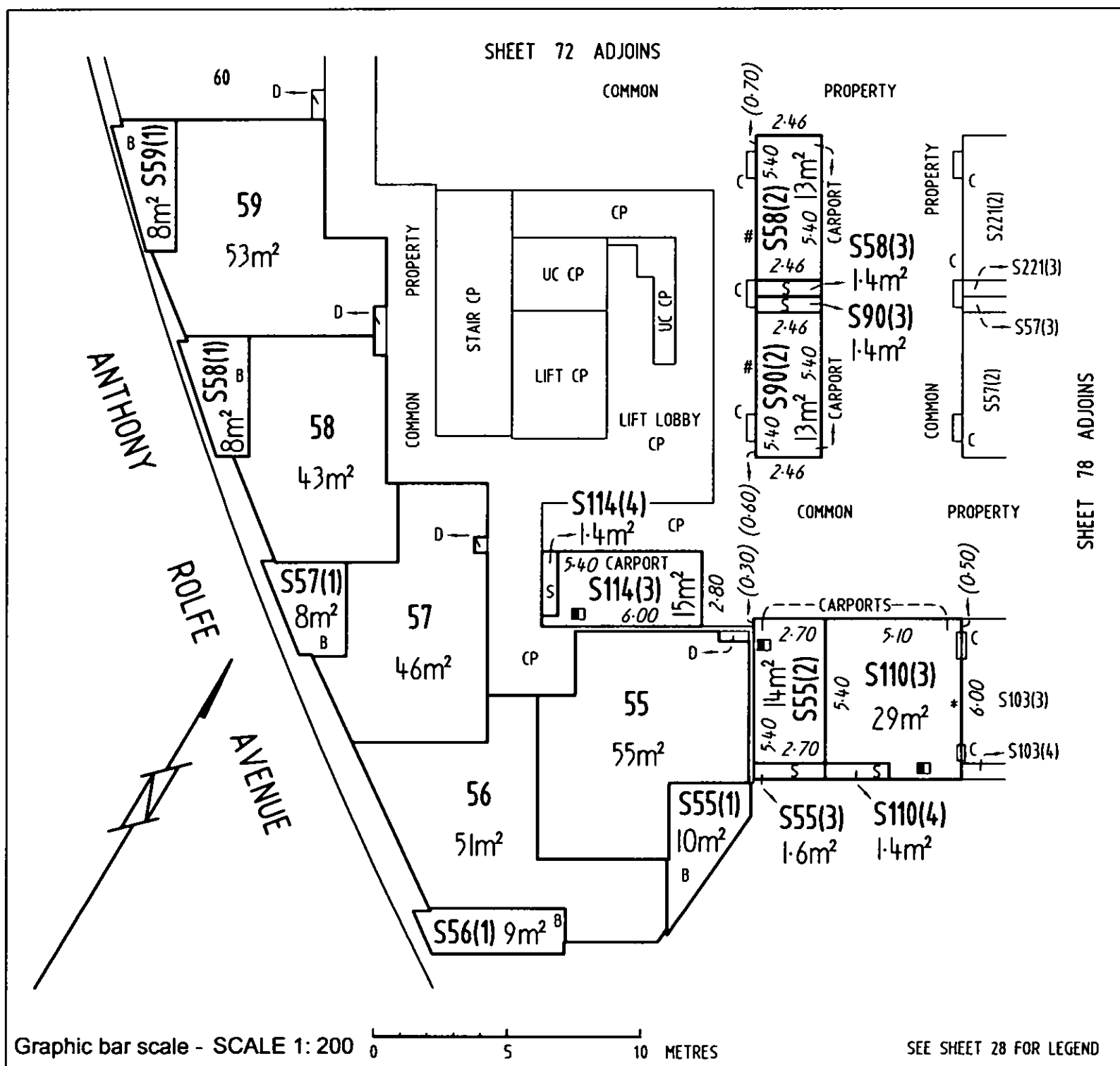
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

Signature of Samuel Zoller

SAMUEL ZOLLER Delegate of the
ACT Planning and Land Authority

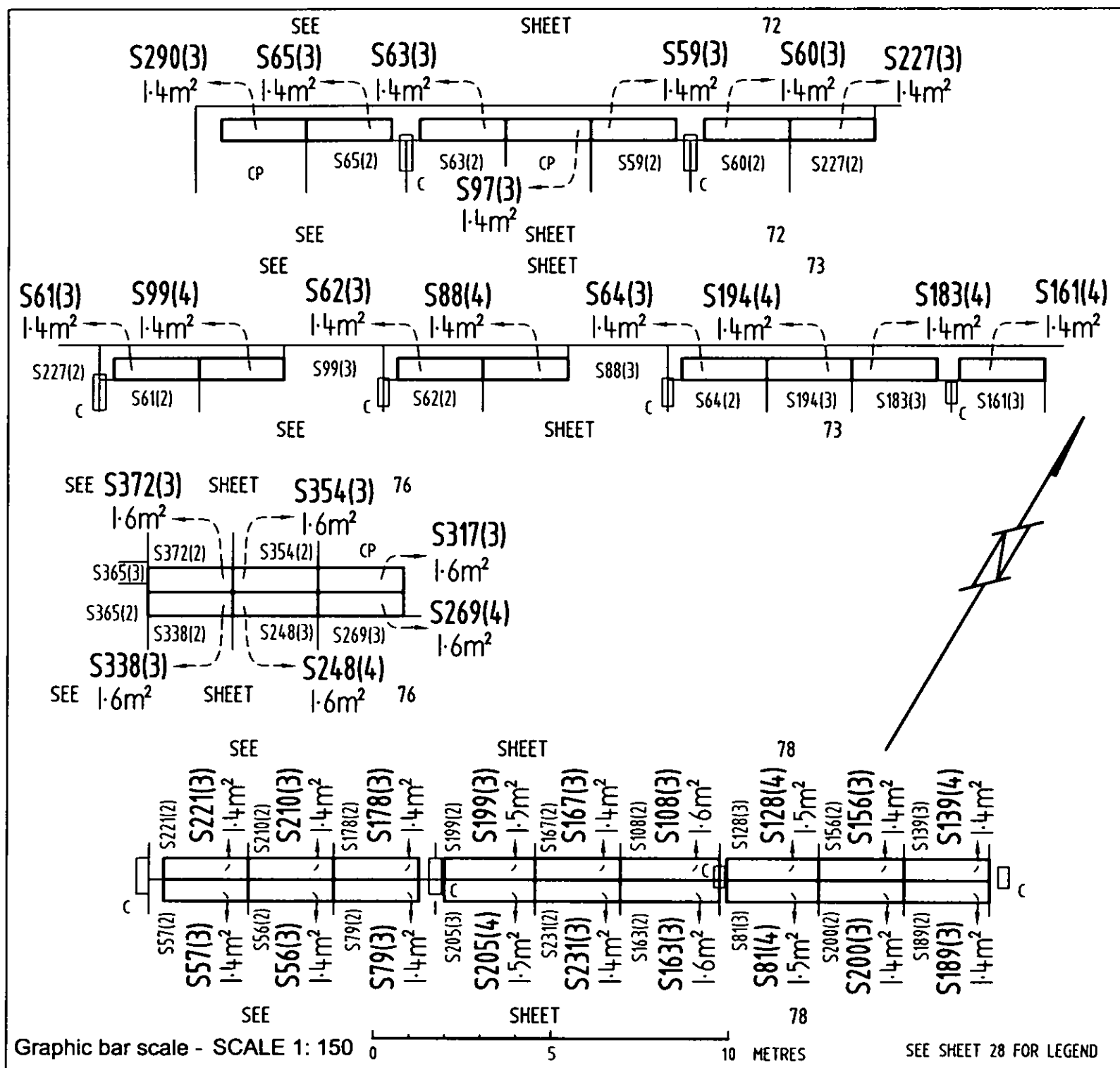
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	STOREROOMS
FOURTH	



NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

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ACT Planning and Land Authority

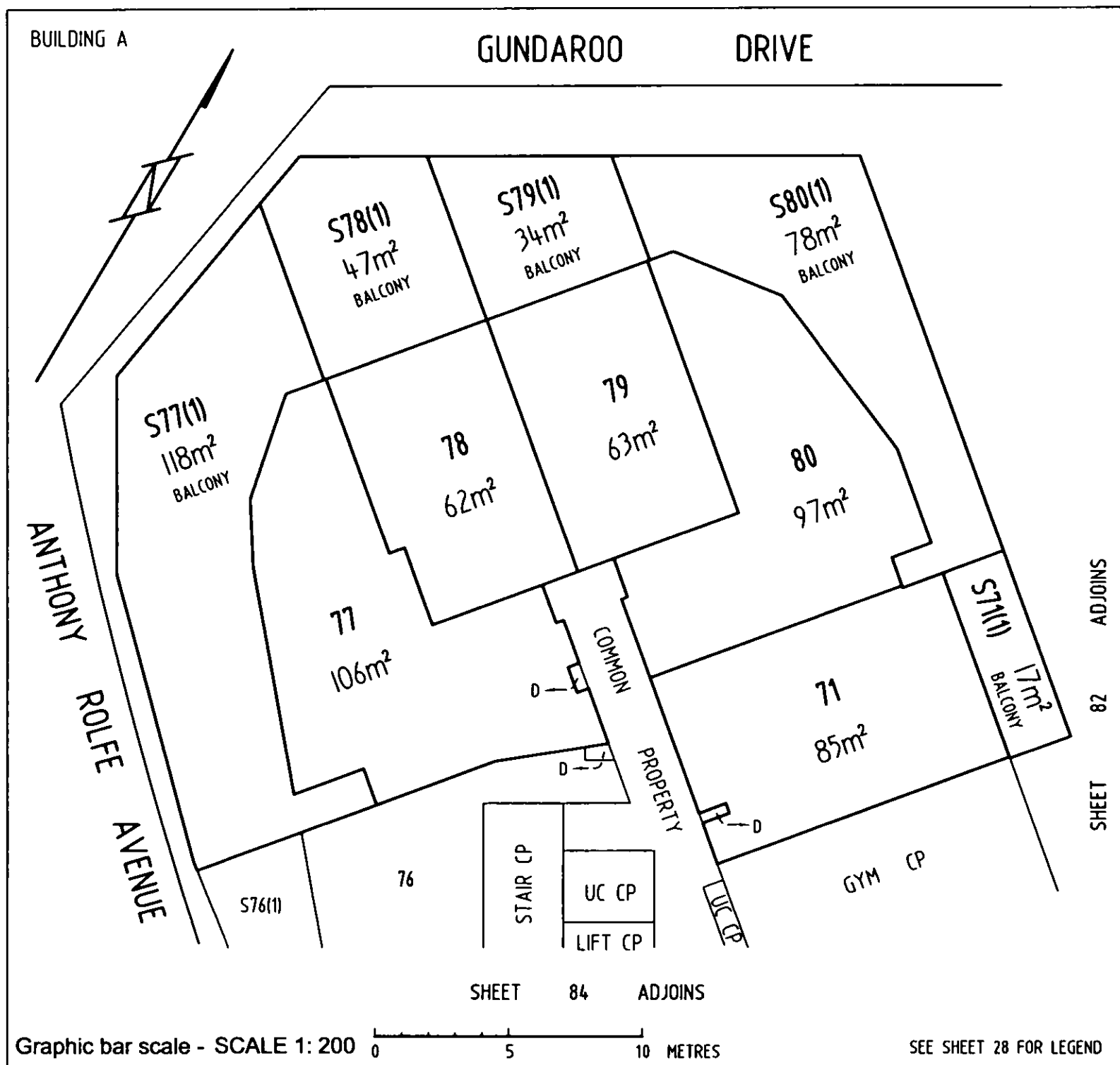
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	FIFTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

SAMUEL ZELLE

Delegate of the
ACT Planning and Land Authority

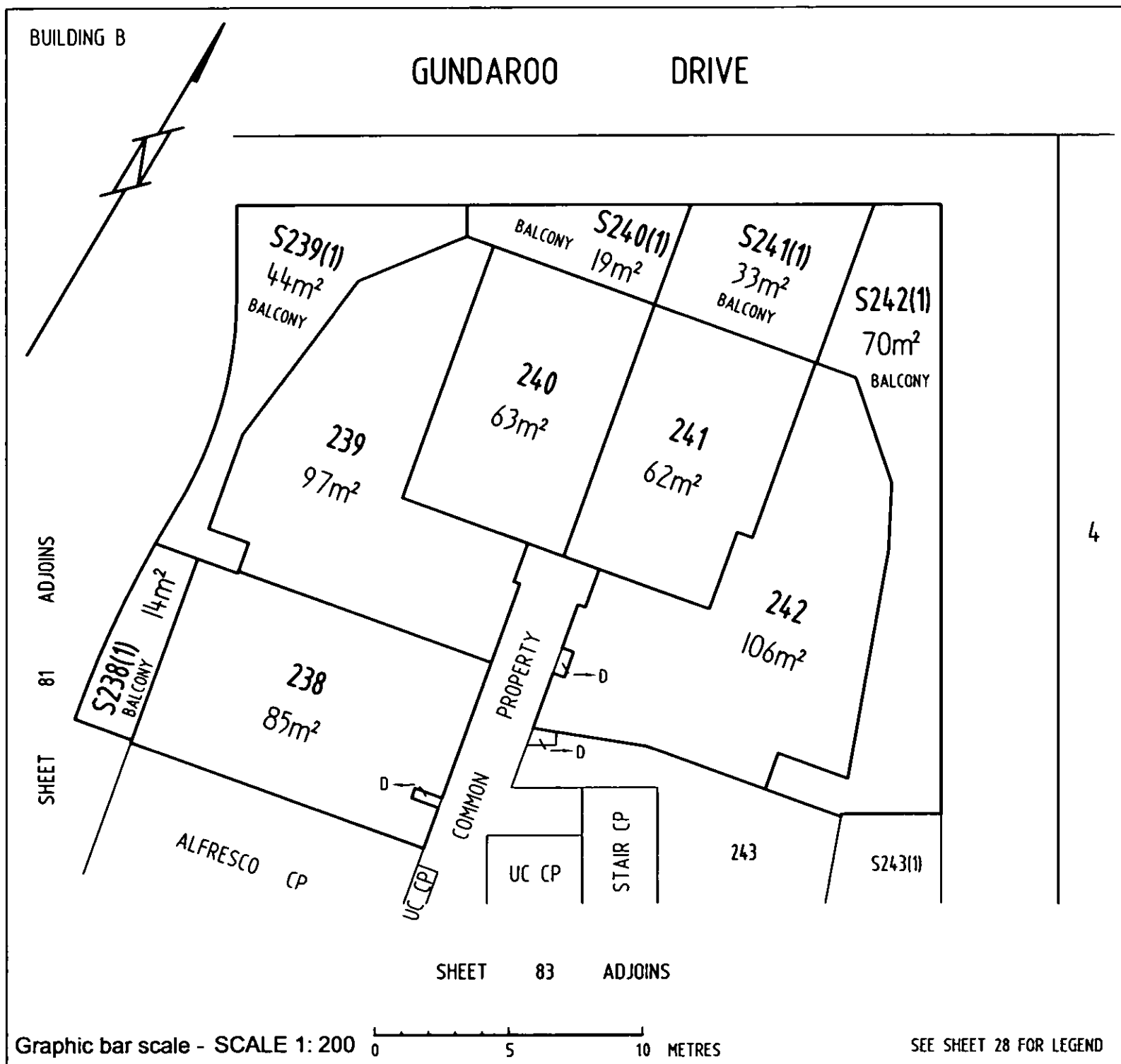
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIFTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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Registered Proprietor

SAMUEL ZELLER

Delegate of the
ACT Planning and Land Authority

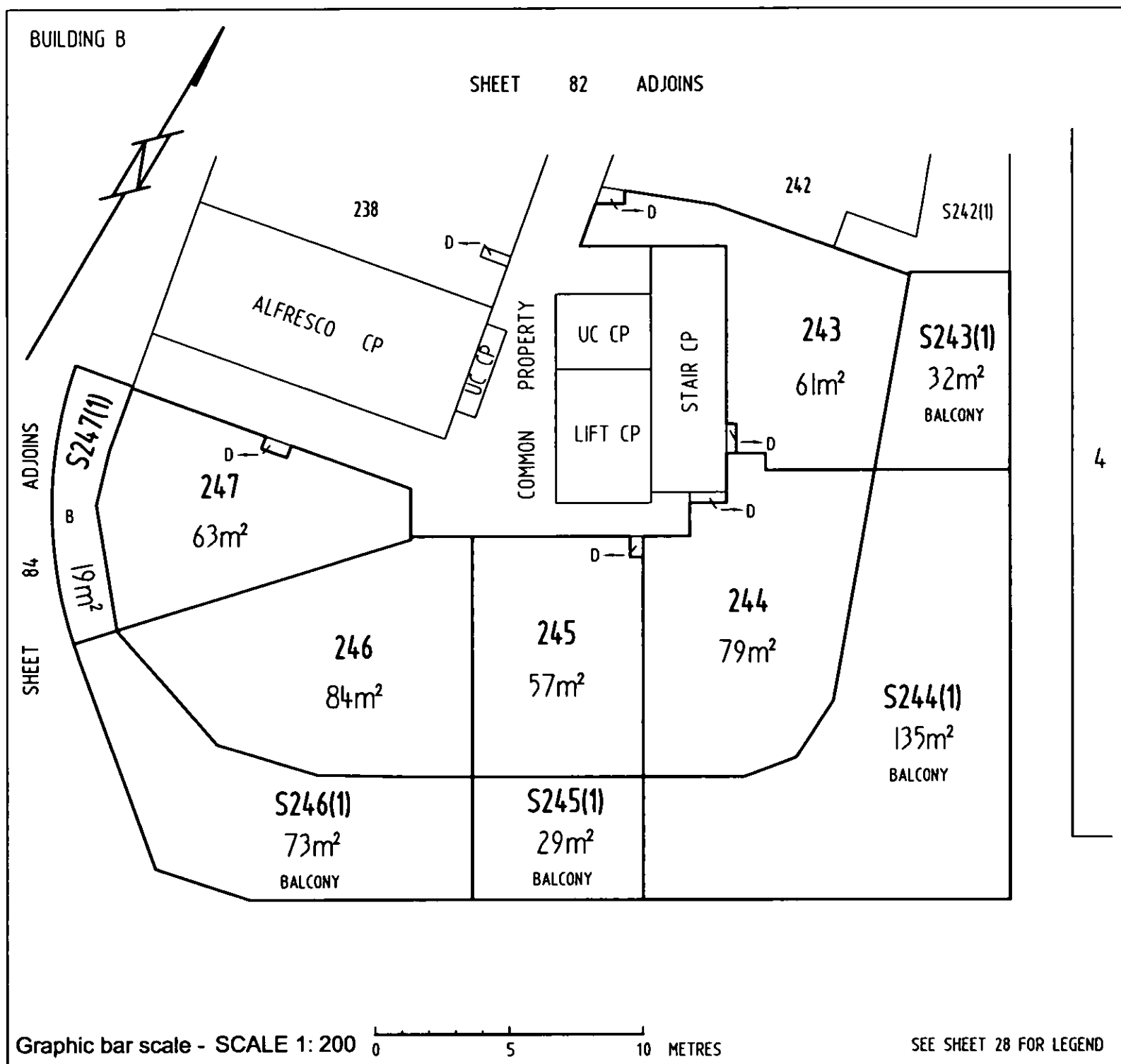
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIFTH	



NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

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ACT Planning and Land Authority

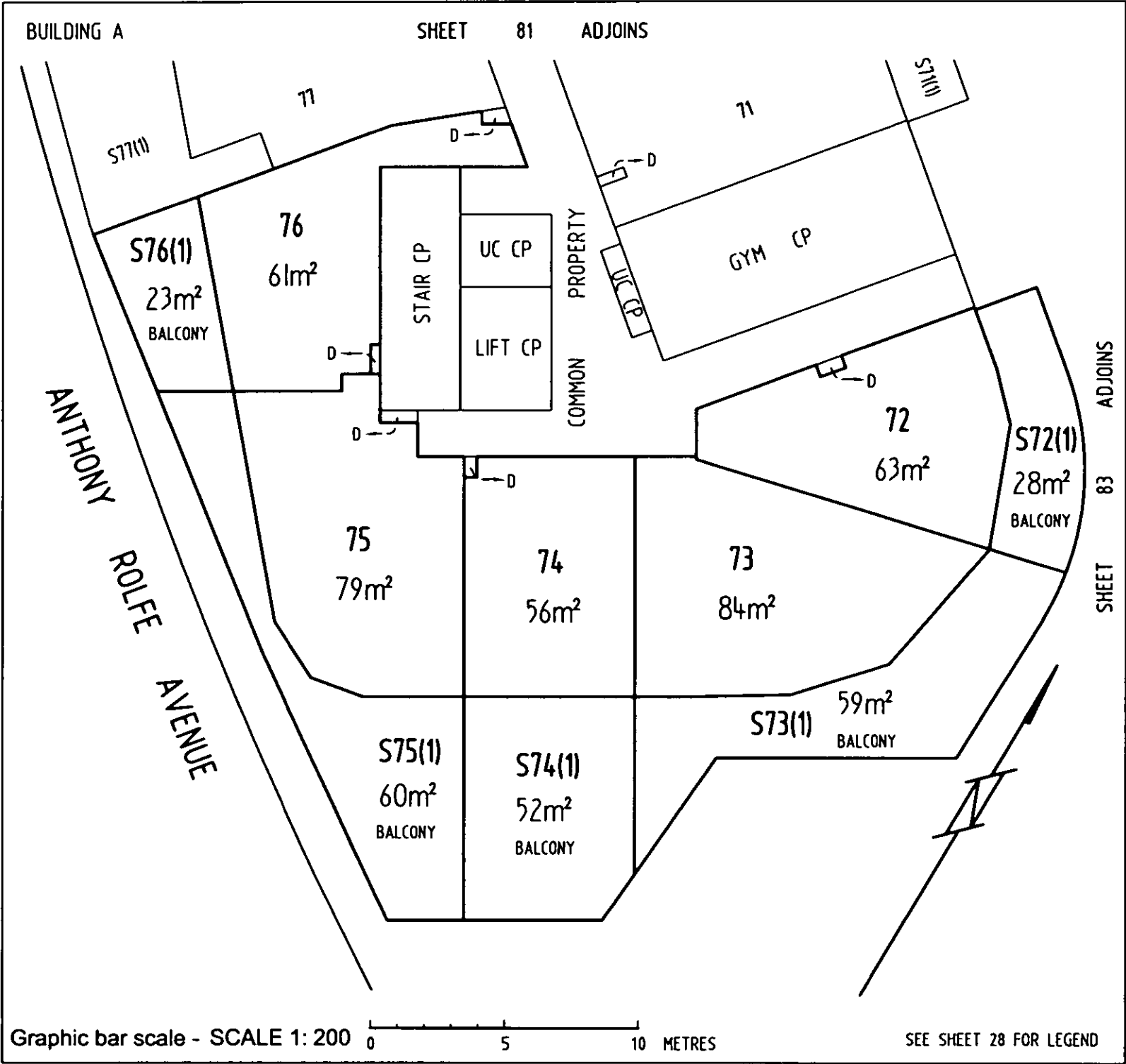
LAND TITLES
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Department of Justice and Community Safety

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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
FIFTH	



<p>NG LANDHOLDINGS No.1 PTY LTD ABN: 601913839 ACN:</p> <p> NIKOLAOS GEORGALIS SOLE DIRECTOR Registered Proprietor</p>	<p> Delegate of the ACT Planning and Land Authority</p>
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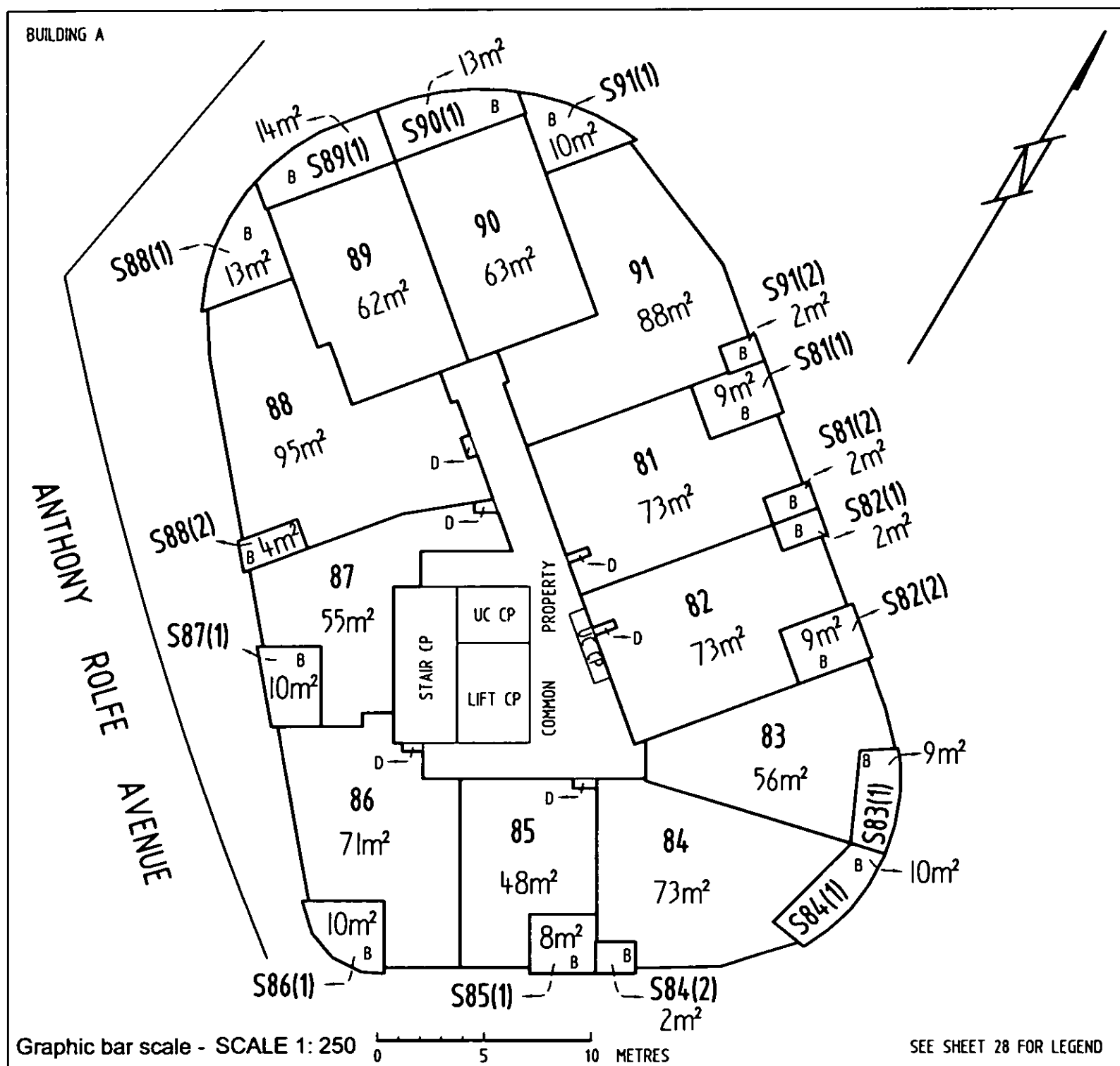
LAND TITLES
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 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SIXTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

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Registered Proprietor

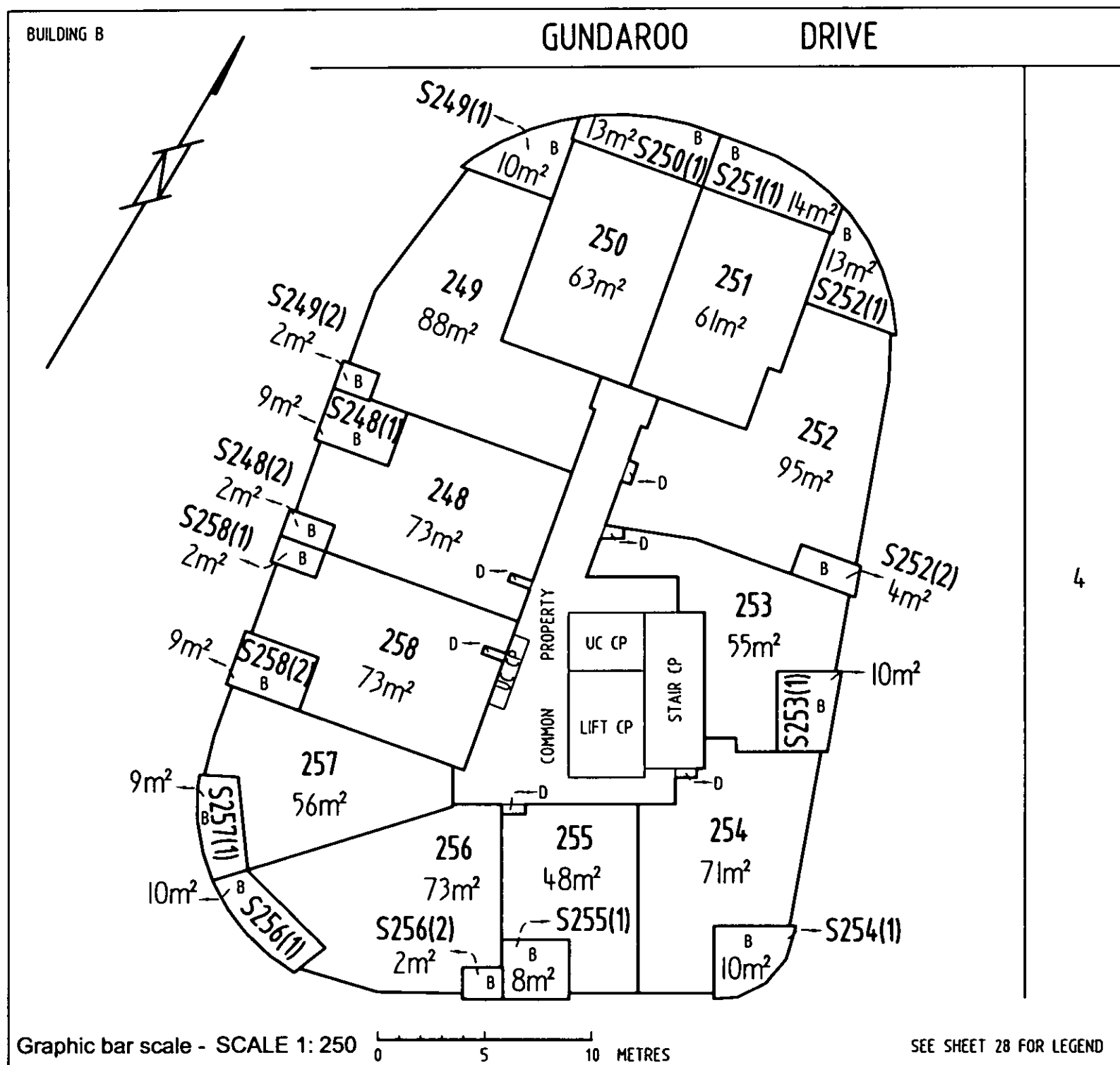
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SIXTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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NIKOLAOS GEORGALIS

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SAMUEL ZELLER

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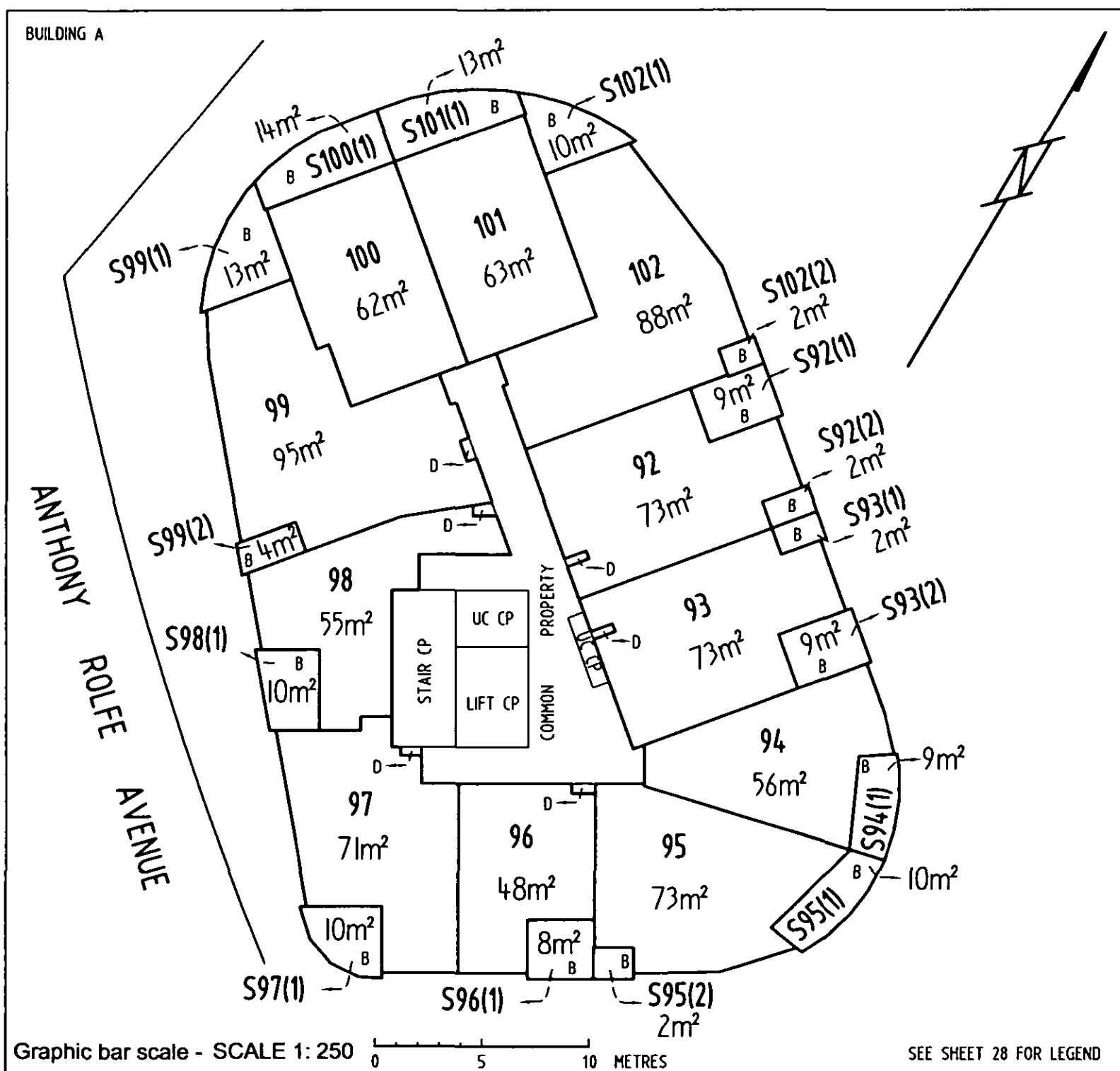
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SEVENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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Registered Proprietor

SAMUEL ZILLER

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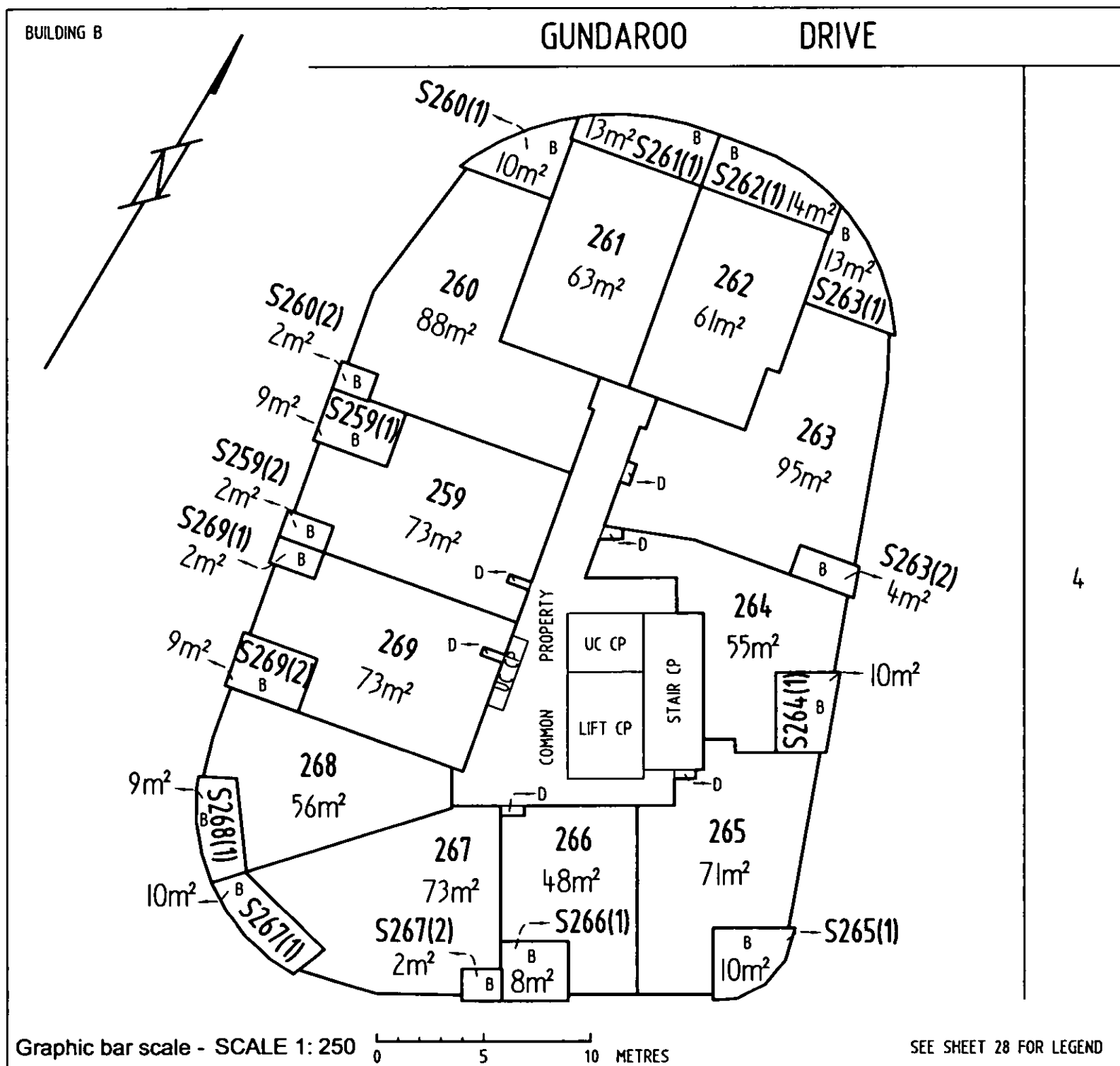
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FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SEVENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

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NIKOLAOS GEORGAKIS

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Registered Proprietor

ANUEL ZELLER

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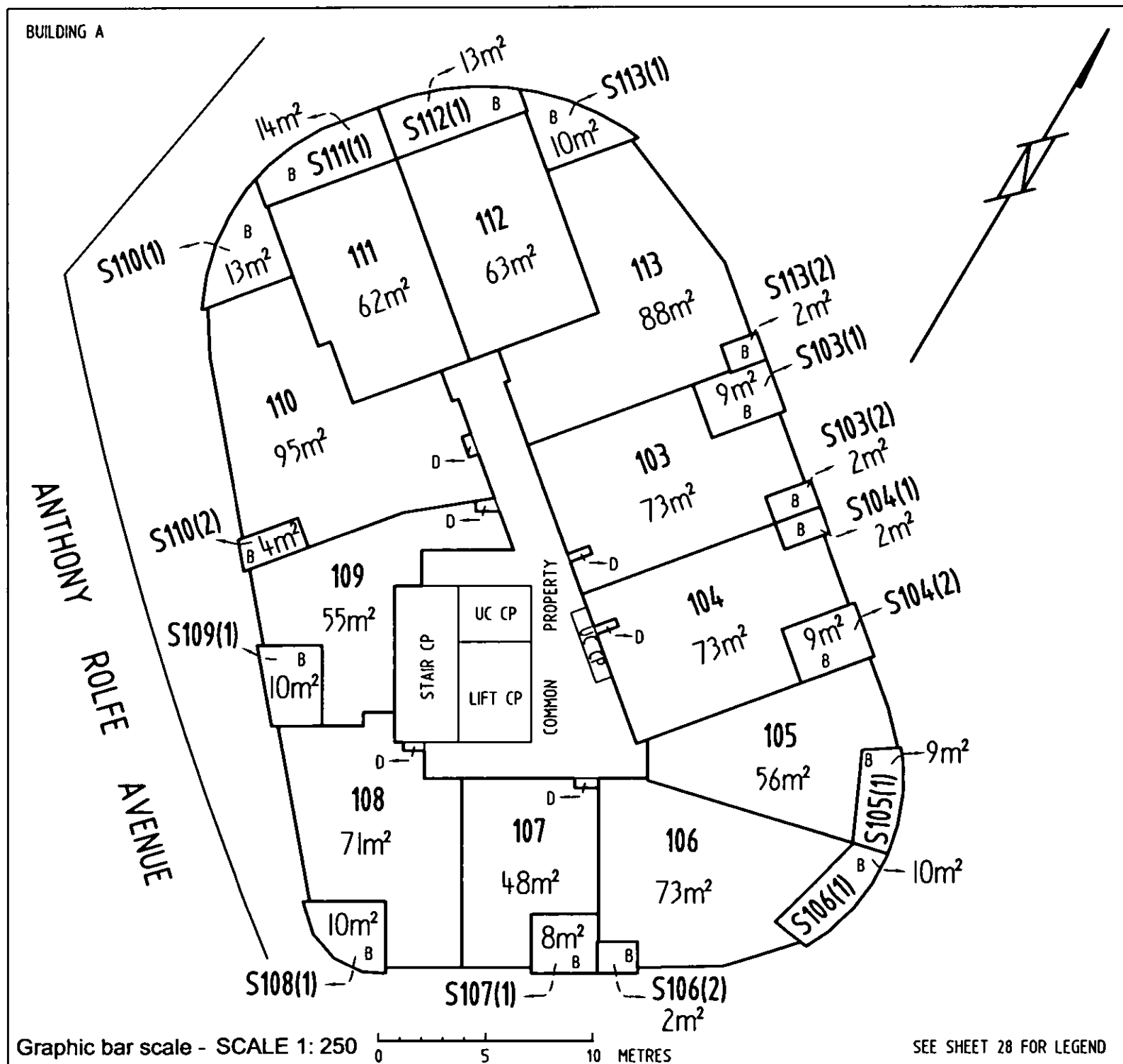
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	EIGHTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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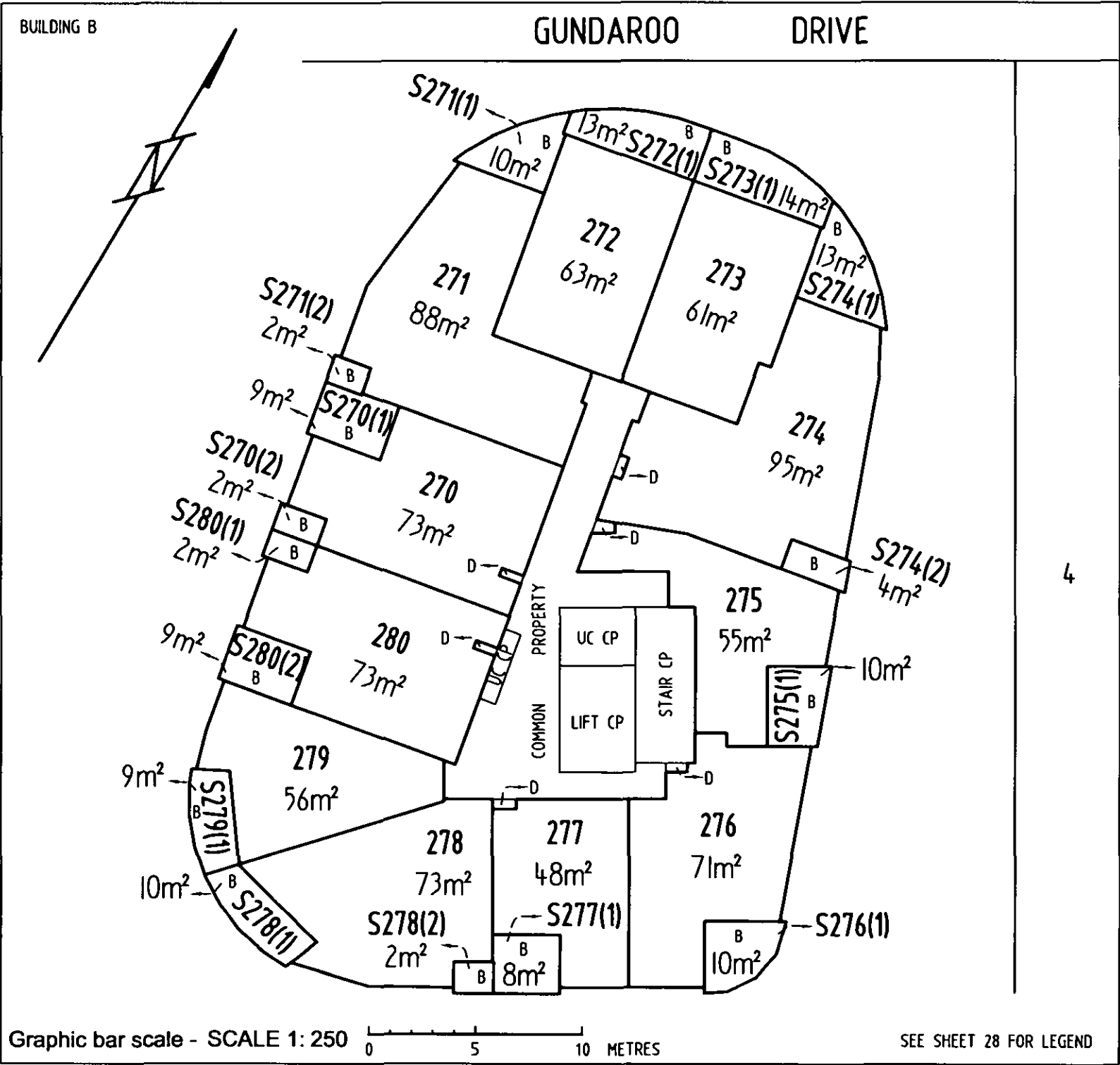
LAND TITLES
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	EIGHTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD ABN: 601913839 ACN: NIKOLAOS GEORGALIS SOLE DIRECTOR Registered Proprietor	 Delegate of the ACT Planning and Land Authority
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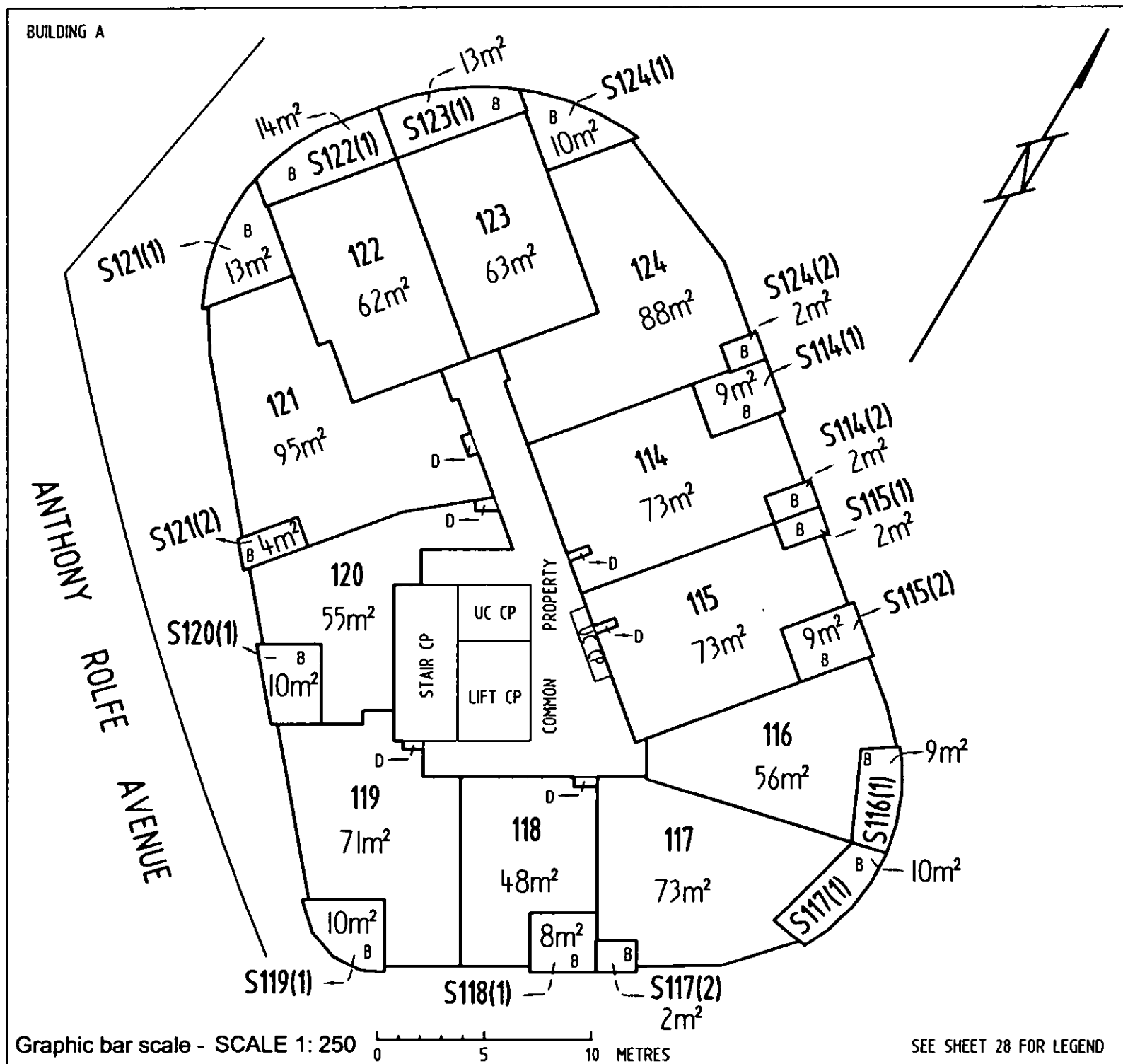
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	NINTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

Delegate of the
ACT Planning and Land Authority

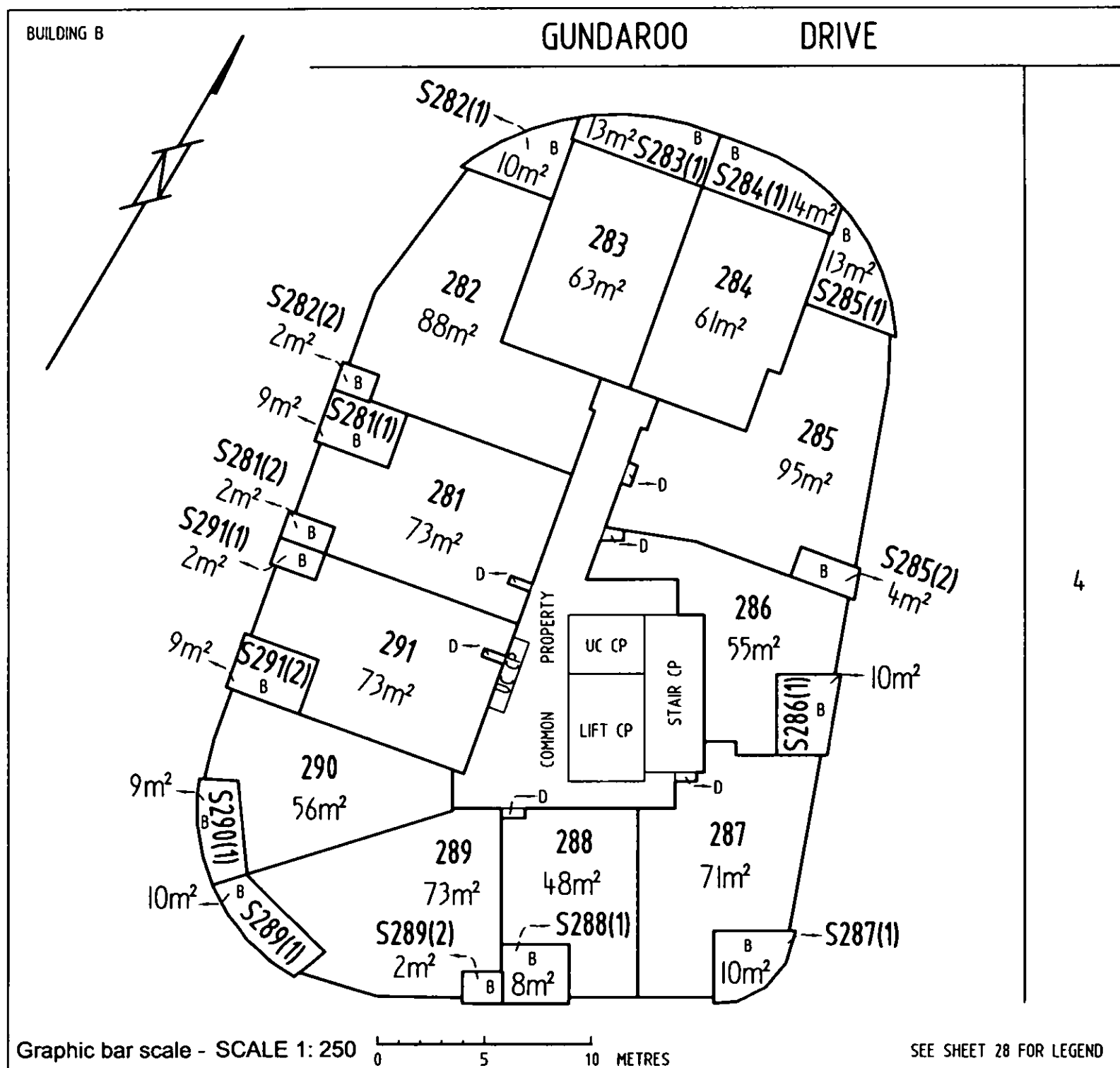
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	NINTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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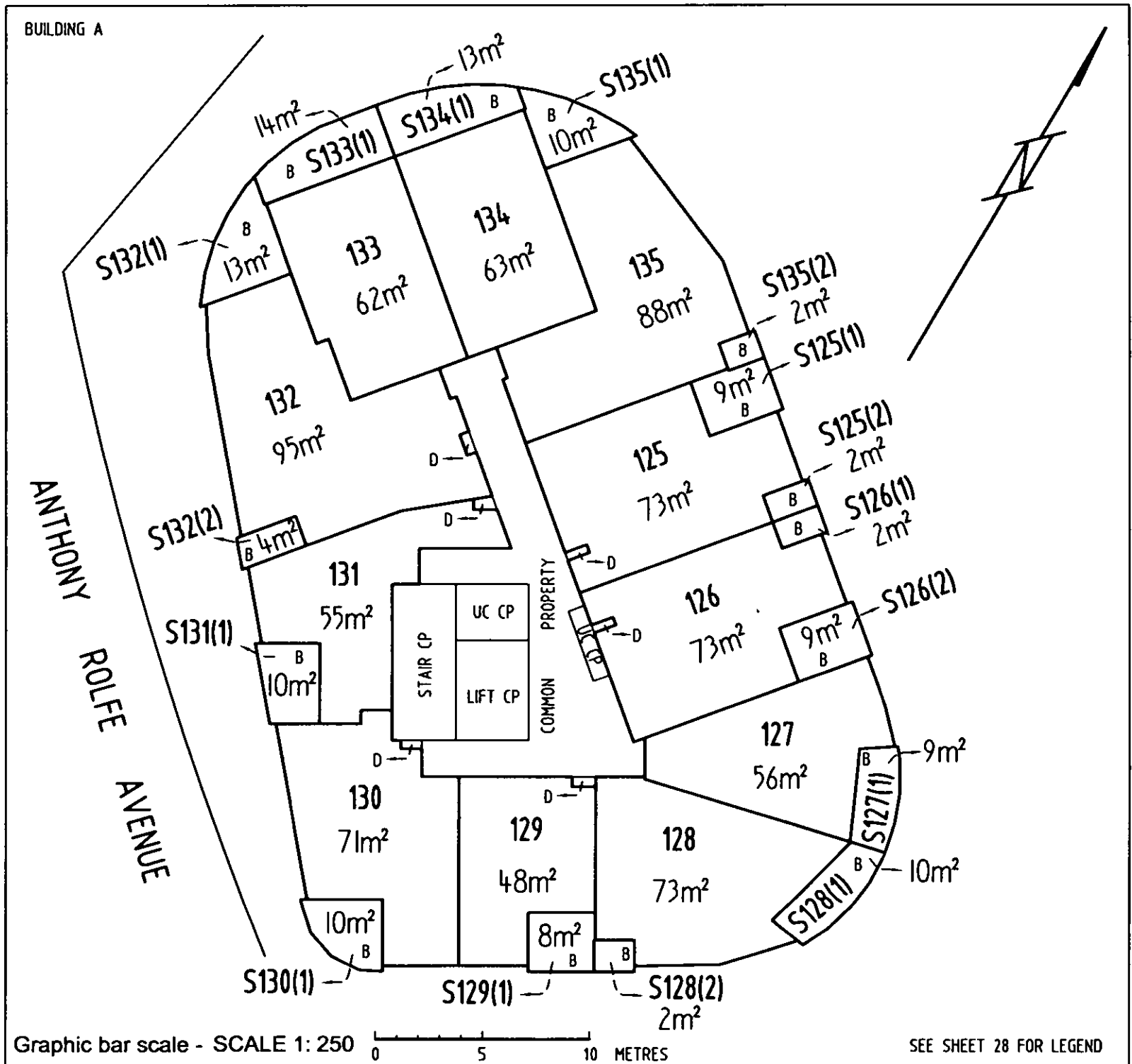
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	TENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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<p>NG LANDHOLDINGS No.1 PTY LTD ABN: 601913839 ACN: [Signature]</p> <p>NIKOLAOS GEORGALIS SOLE DIRECTOR Registered Proprietor</p>	<p>[Signature]</p> <p>Delegate of the ACT Planning and Land Authority</p>
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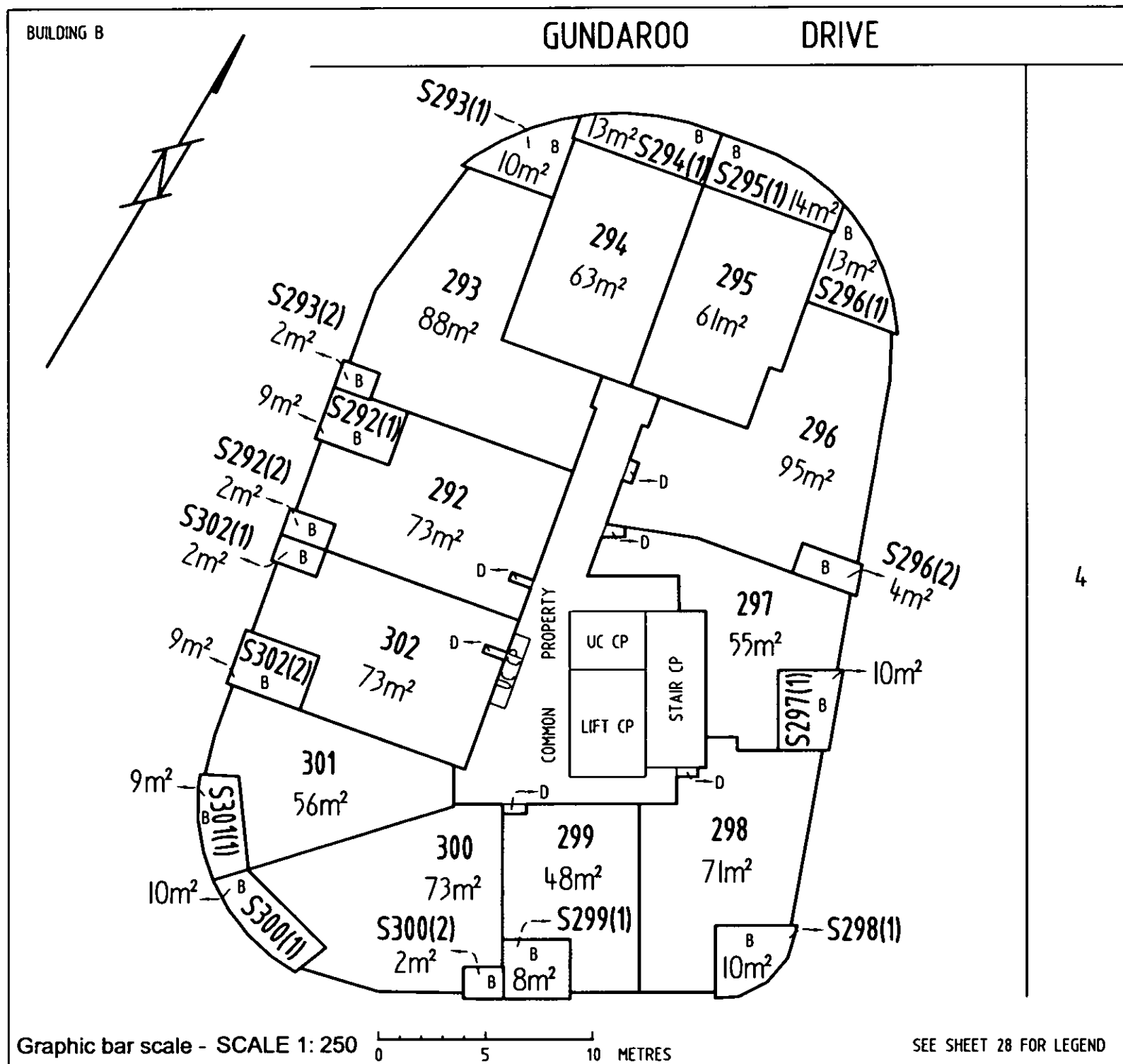
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	TENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

ABN: 601913839

ACN:

NIKOLAOS GEORGALIS

SOLE DIRECTOR

Registered Proprietor

Delegate of the
ACT Planning and Land Authority

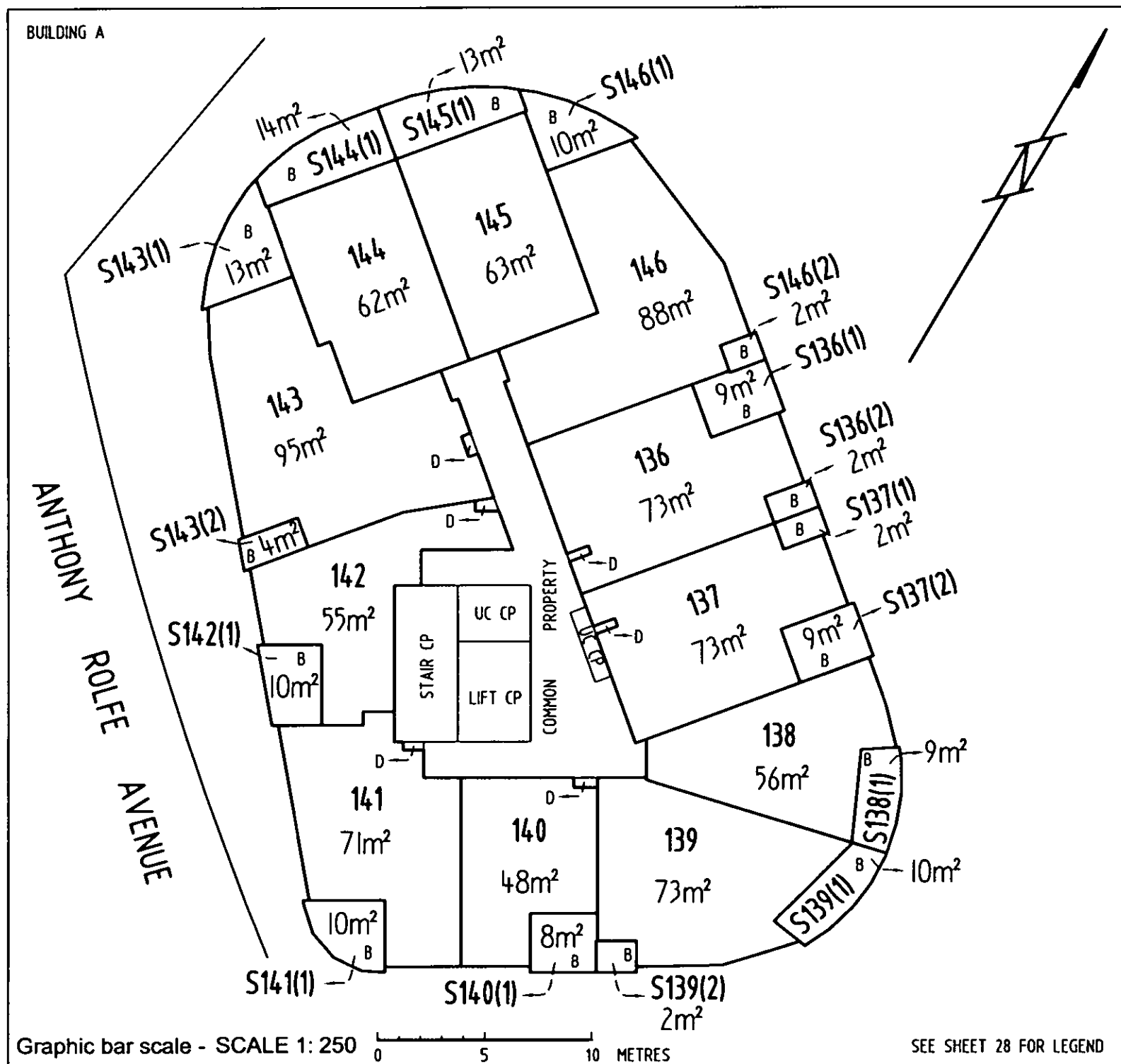
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	ELEVENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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ACN:

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Registered Proprietor

SAMUEL ZELLER Delegate of the
ACT Planning and Land Authority

LAND TITLES

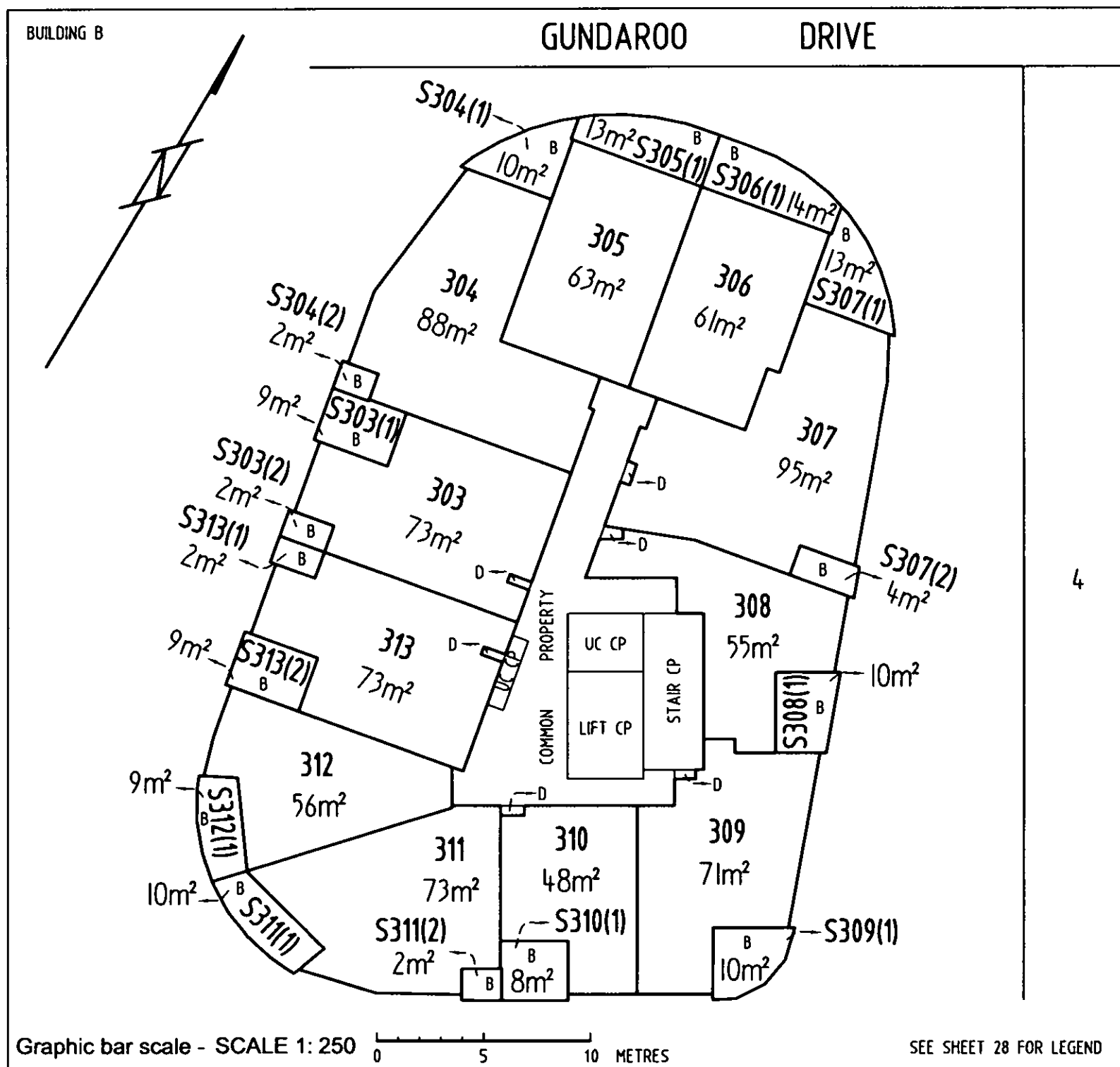
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	ELEVENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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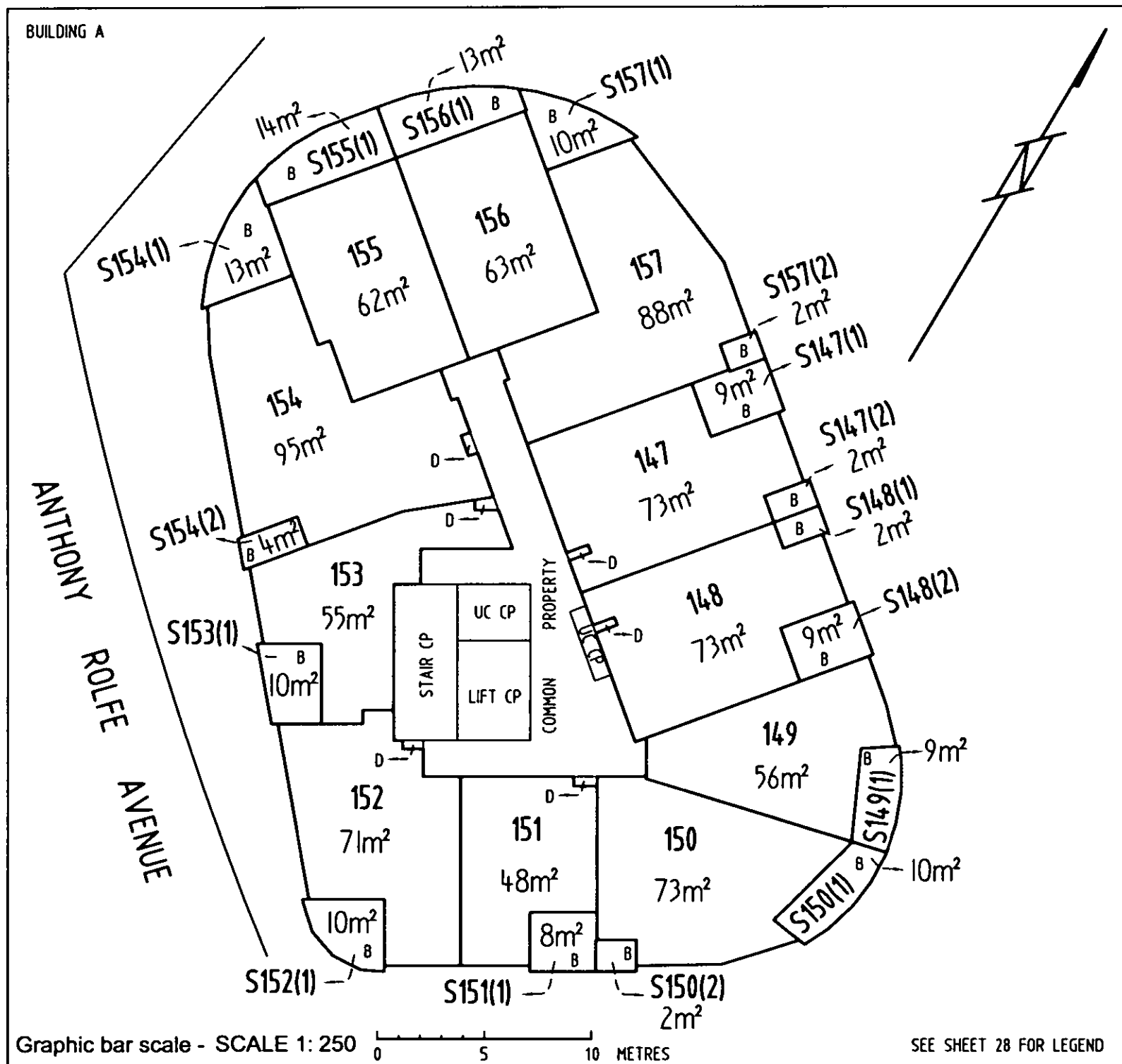
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	TWELFTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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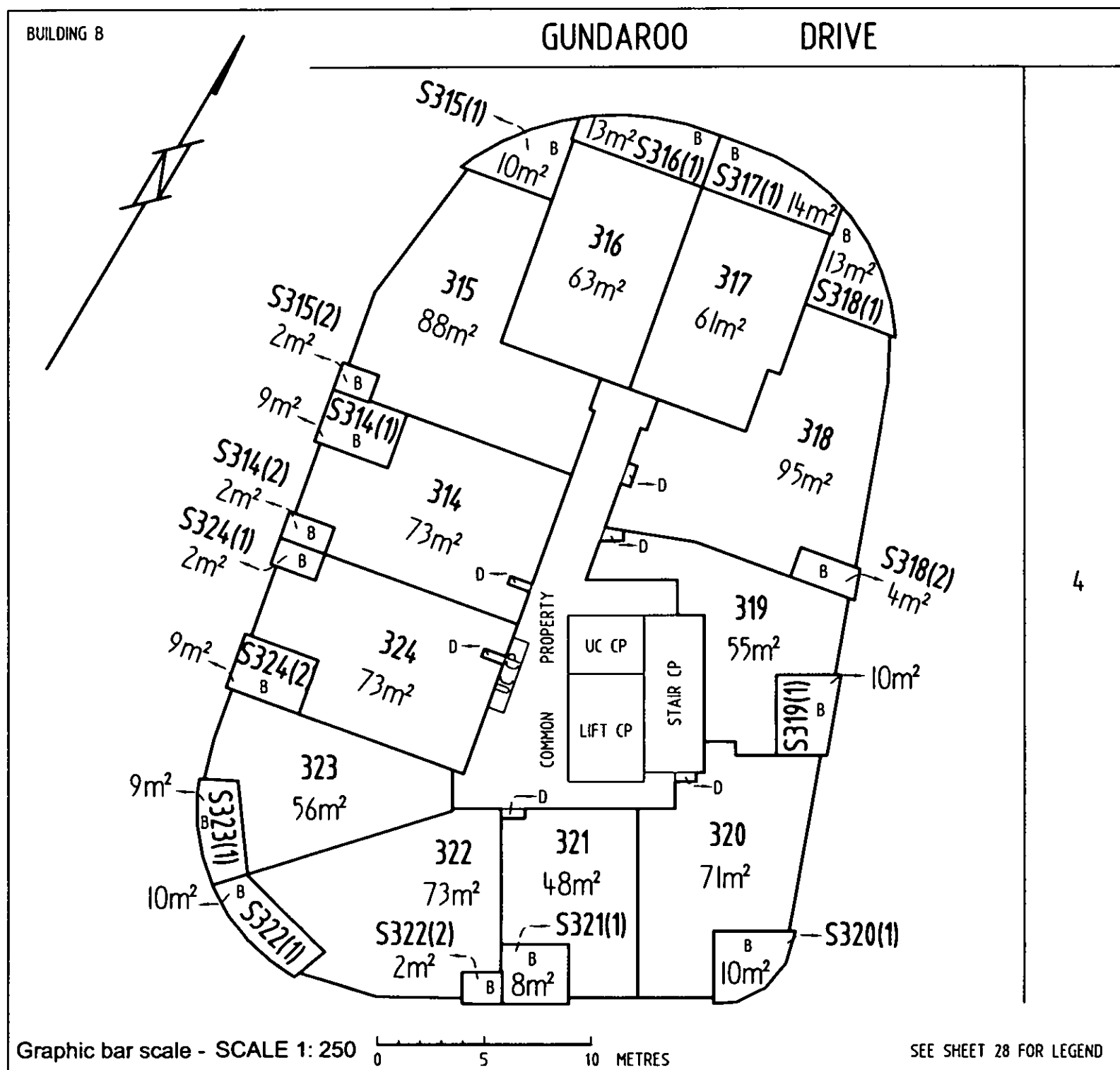
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	TWELFTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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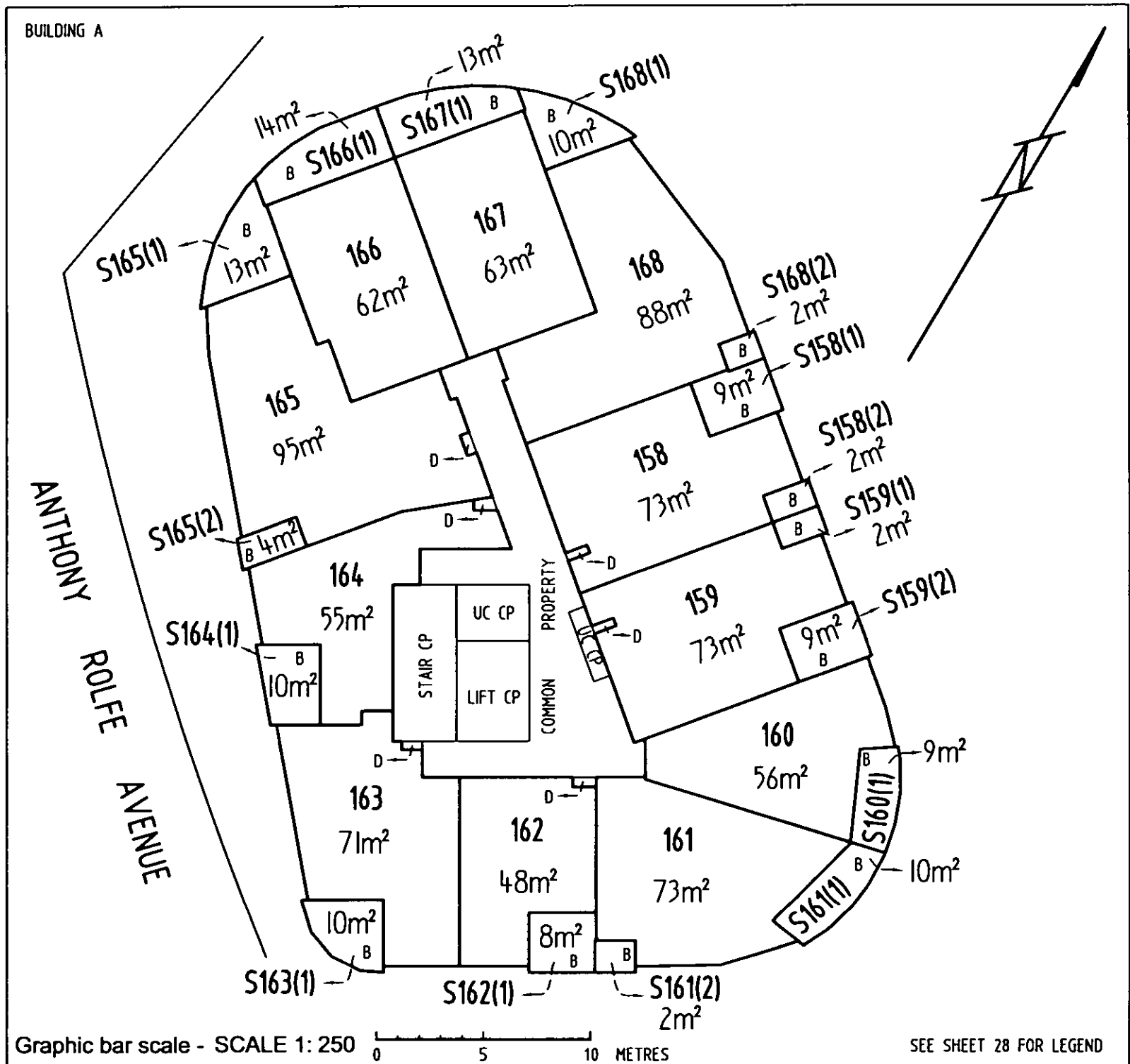
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Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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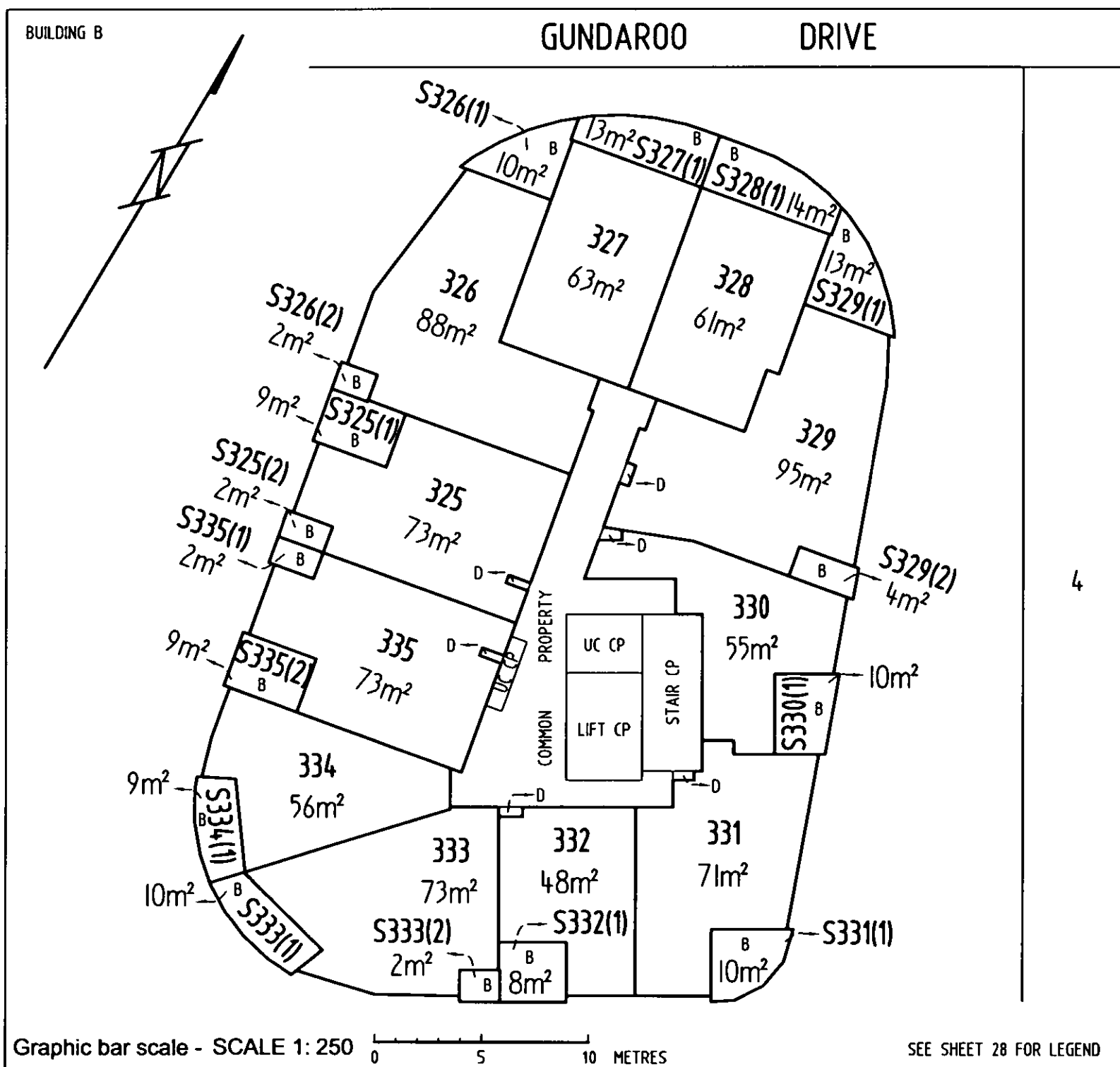
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	THIRTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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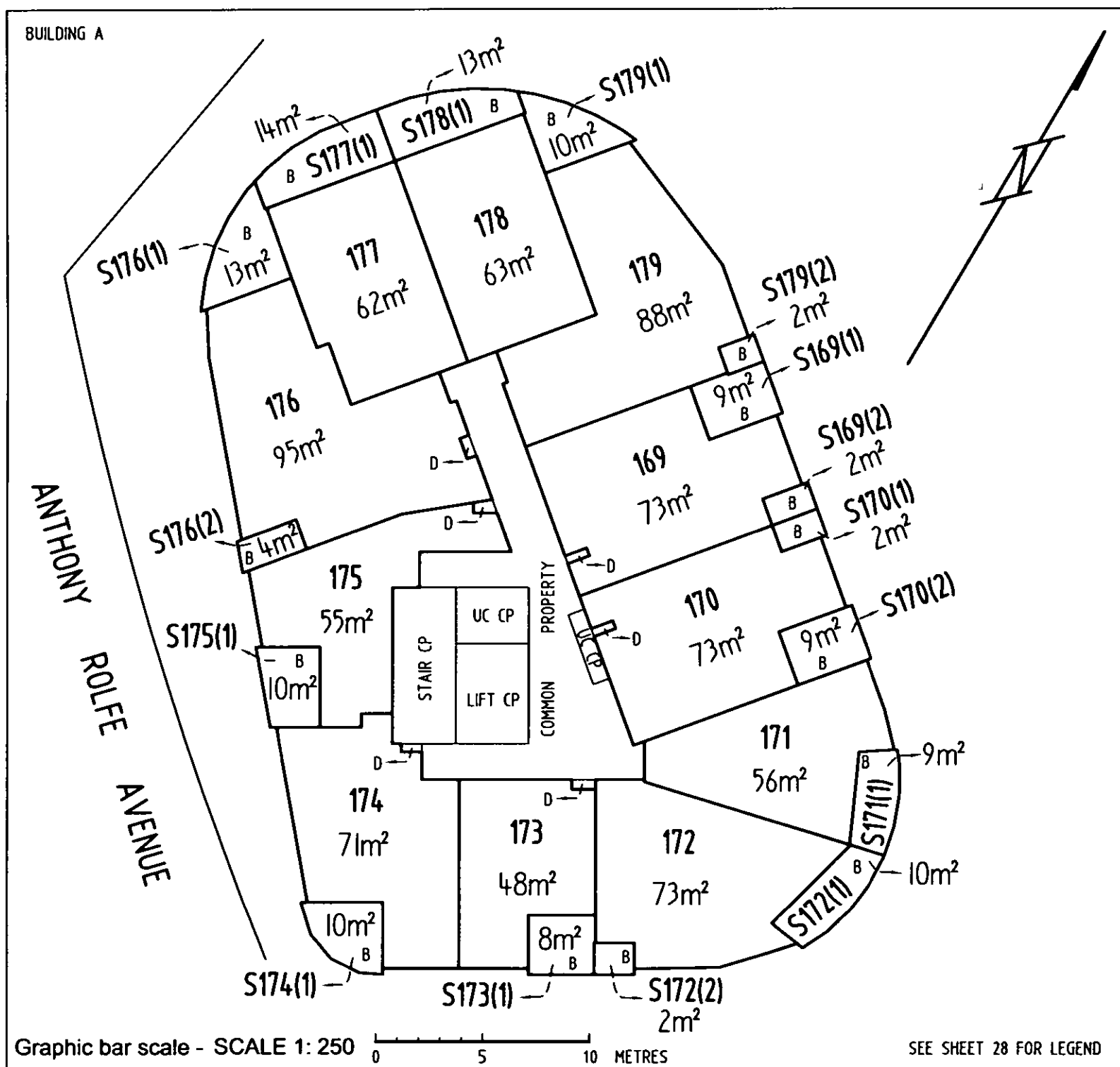
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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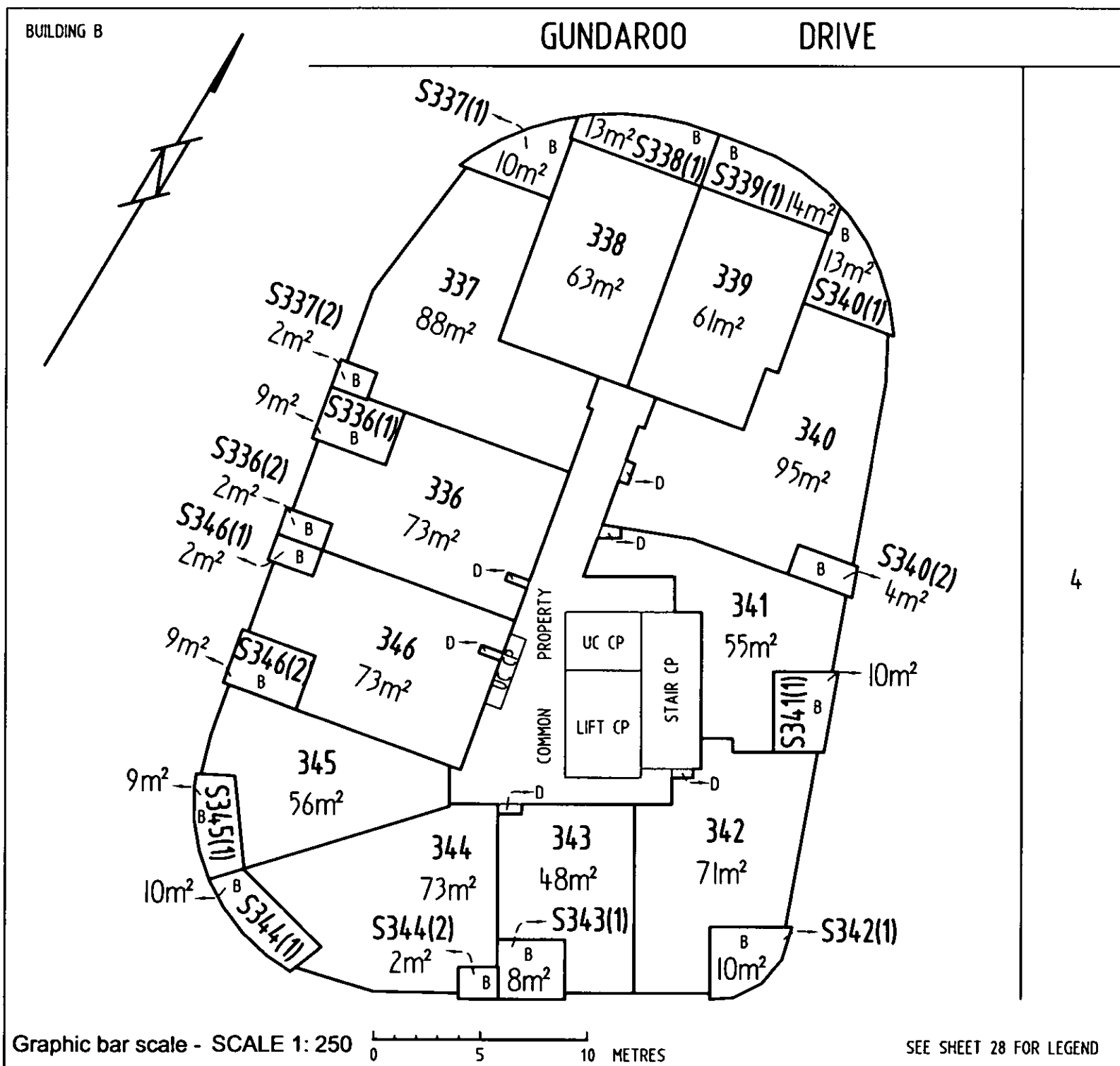
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FOURTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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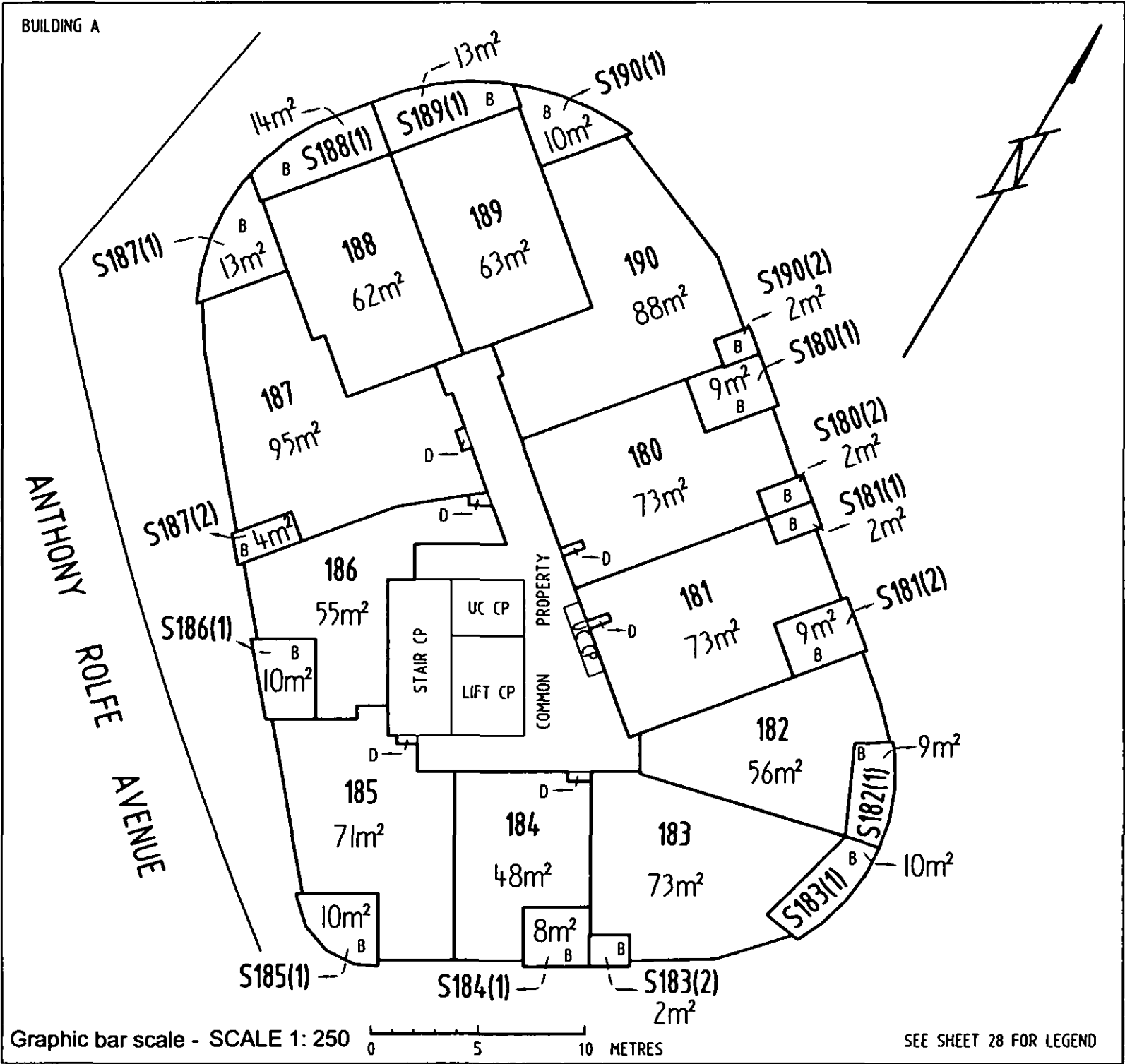
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	FIFTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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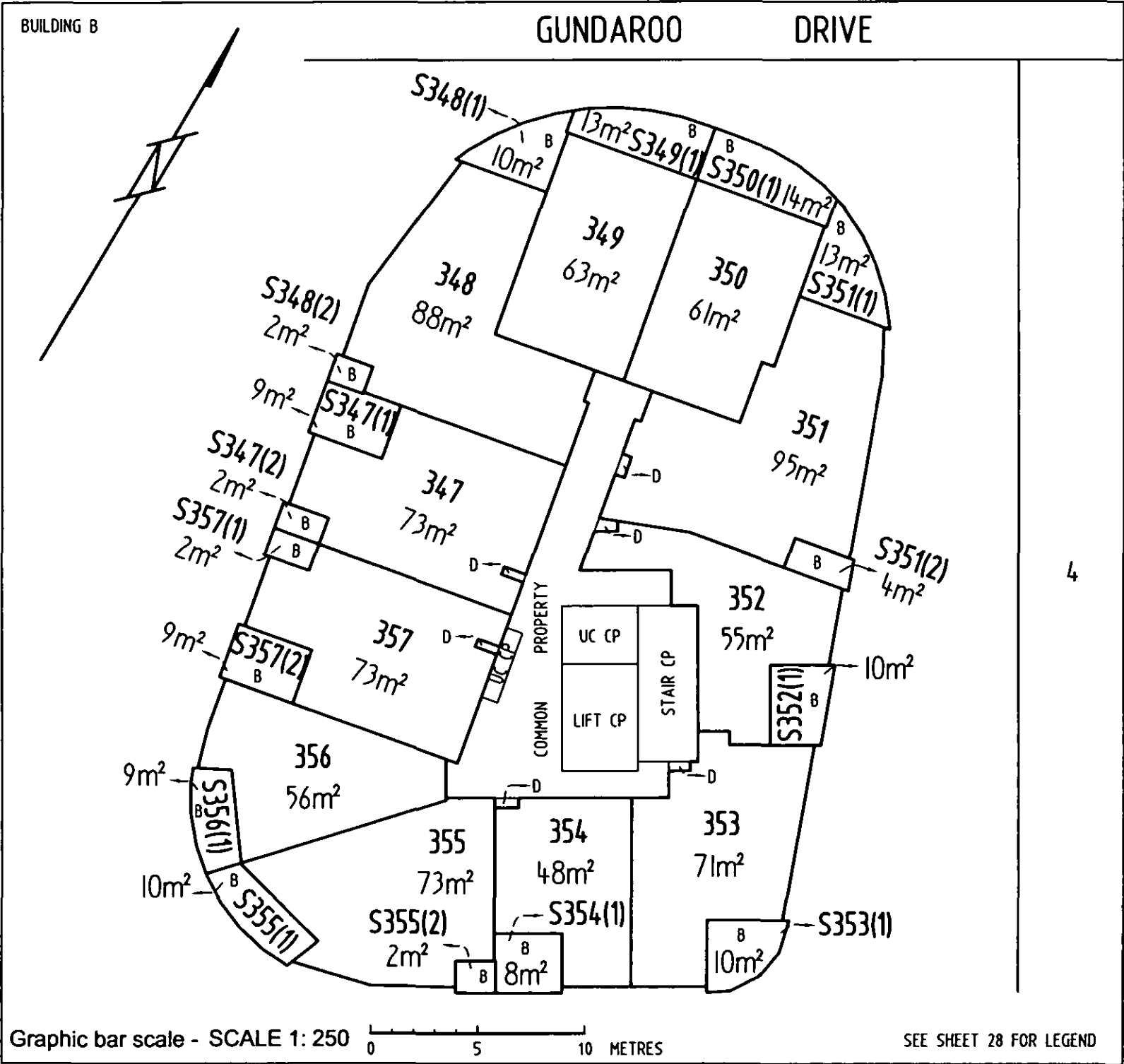
LAND TITLES
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4 421

FLOOR NUMBER	FIFTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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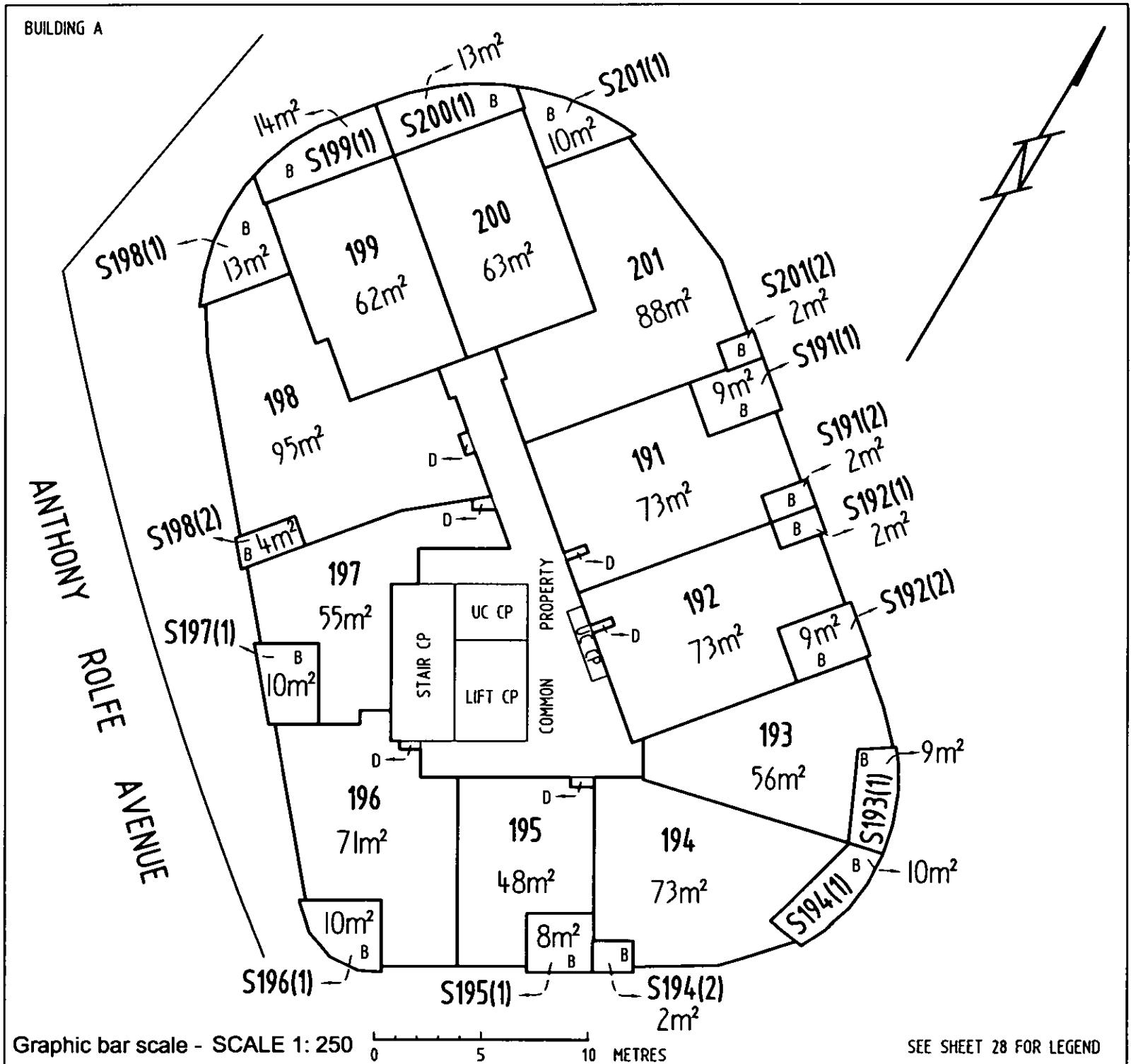
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SIXTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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Michael Keller Delegate of the
ACT Planning and Land Authority

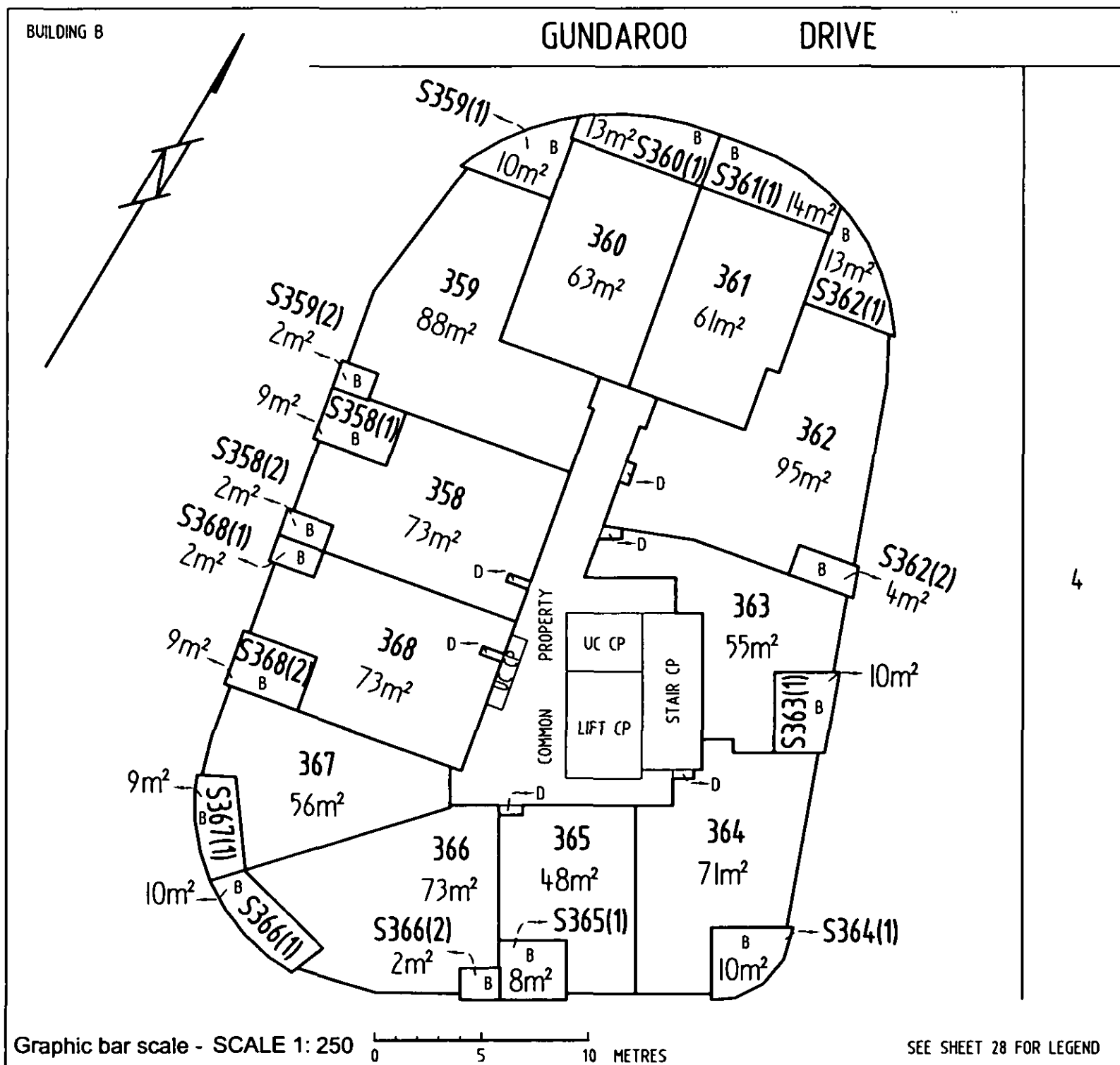
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SIXTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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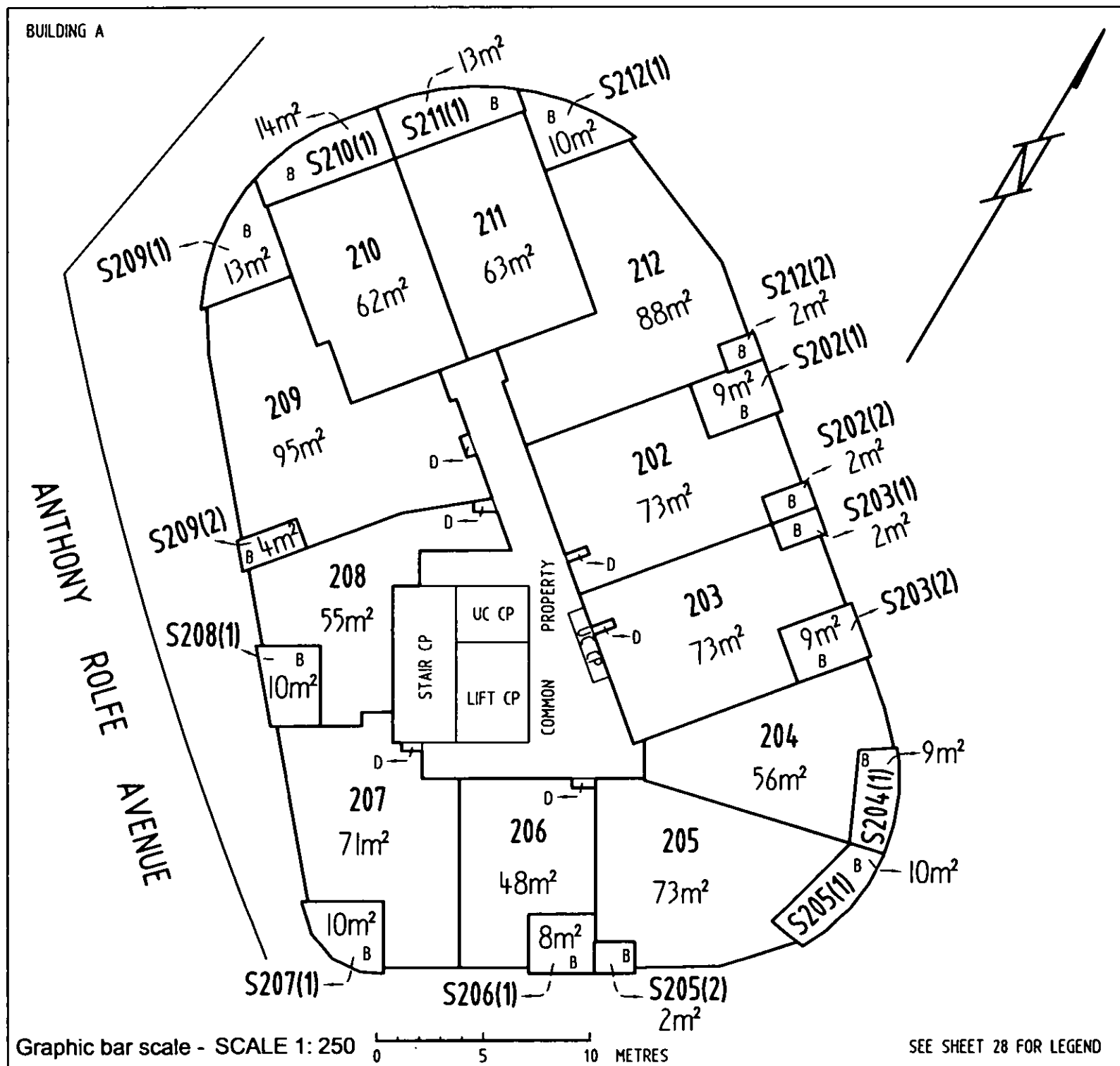
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SEVENTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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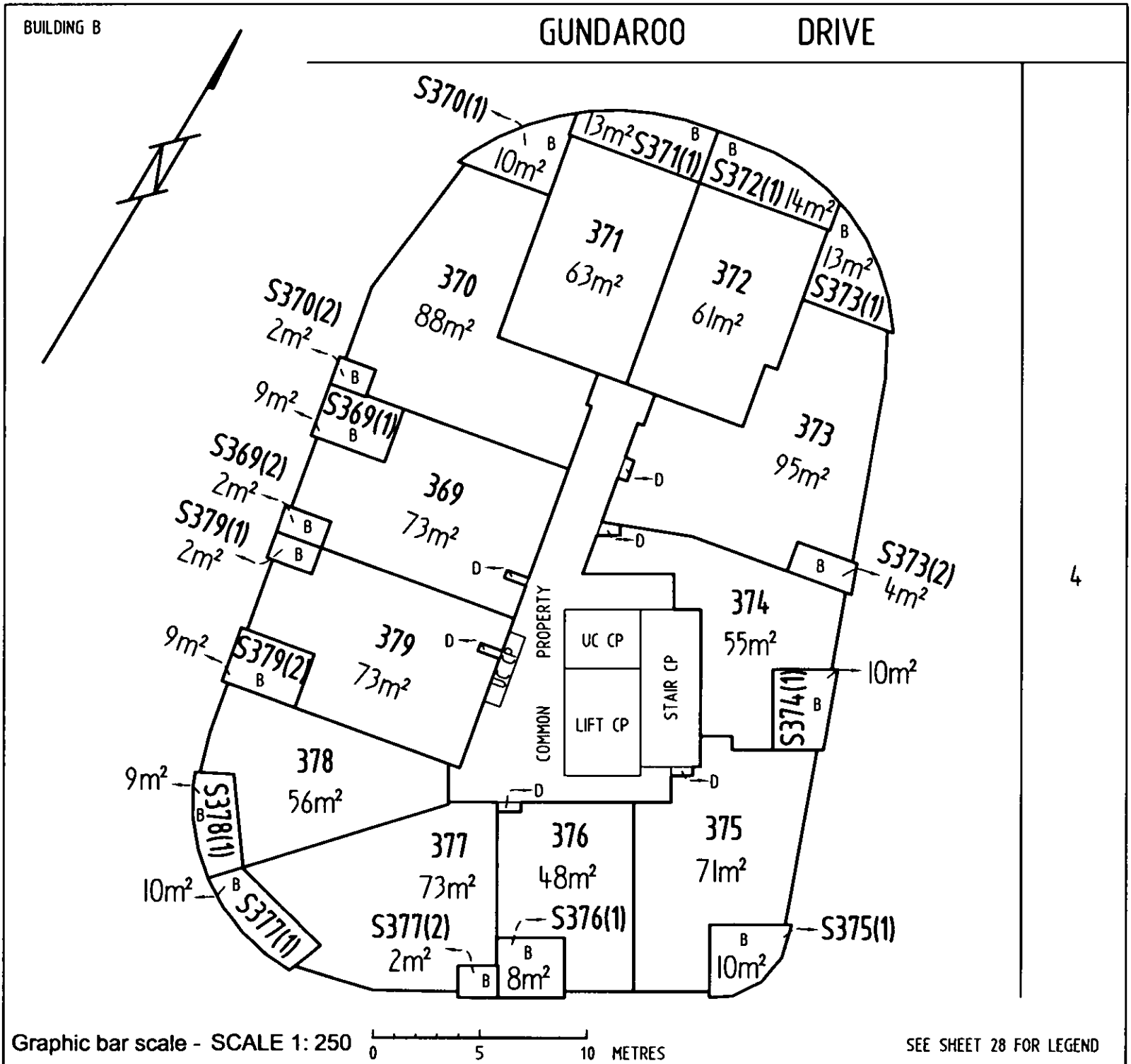
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	SEVENTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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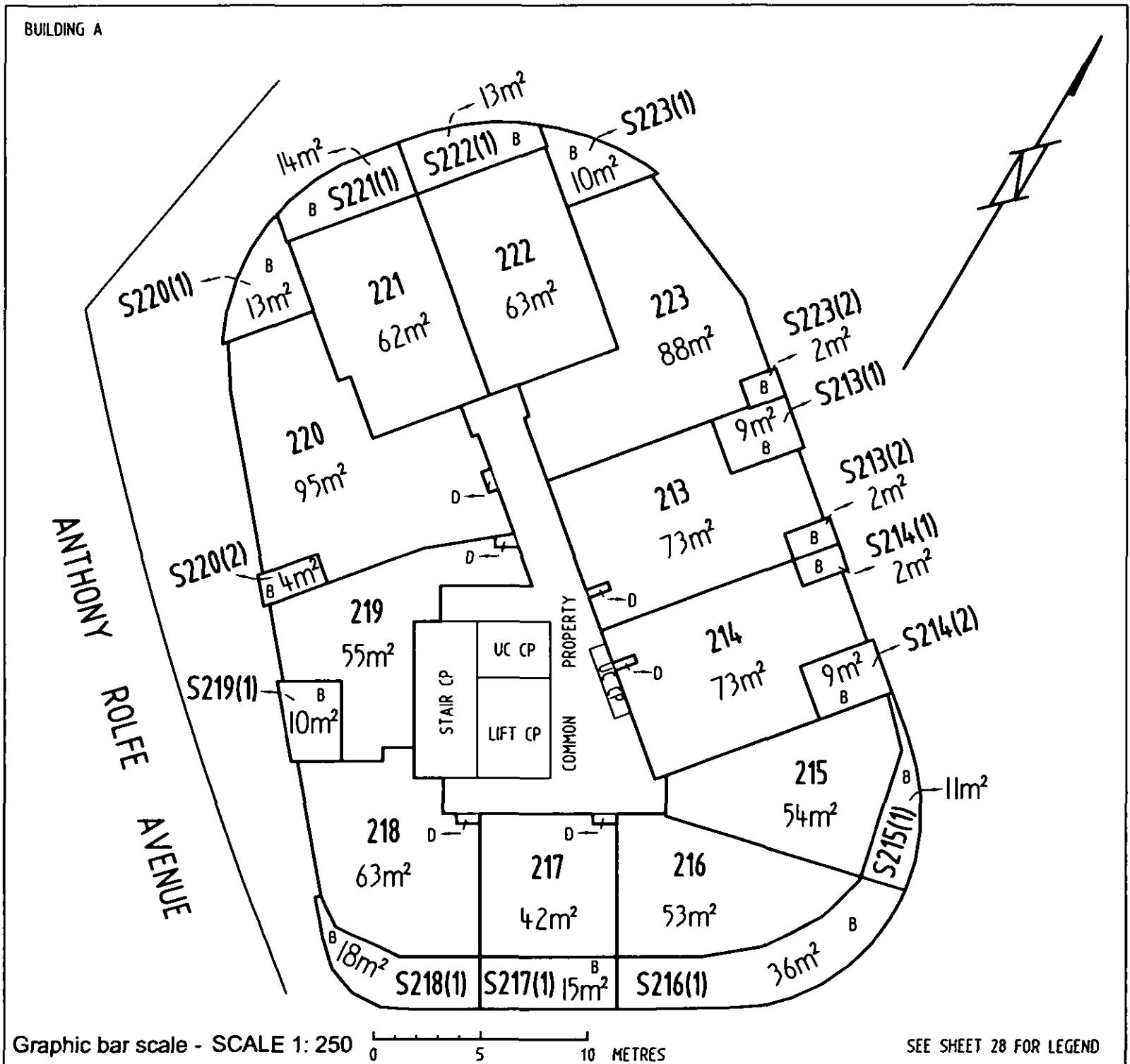
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	EIGHTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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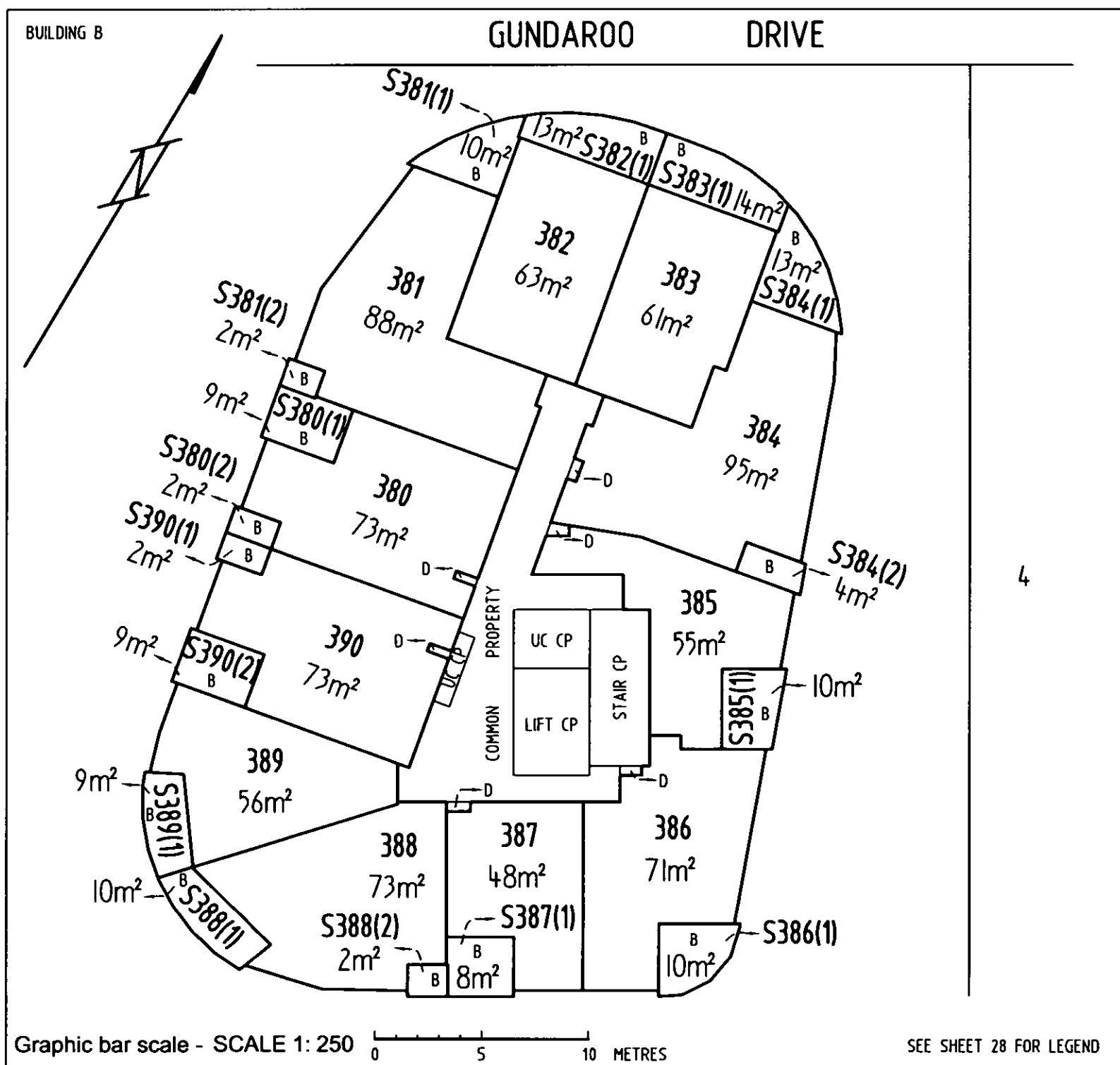
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	EIGHTEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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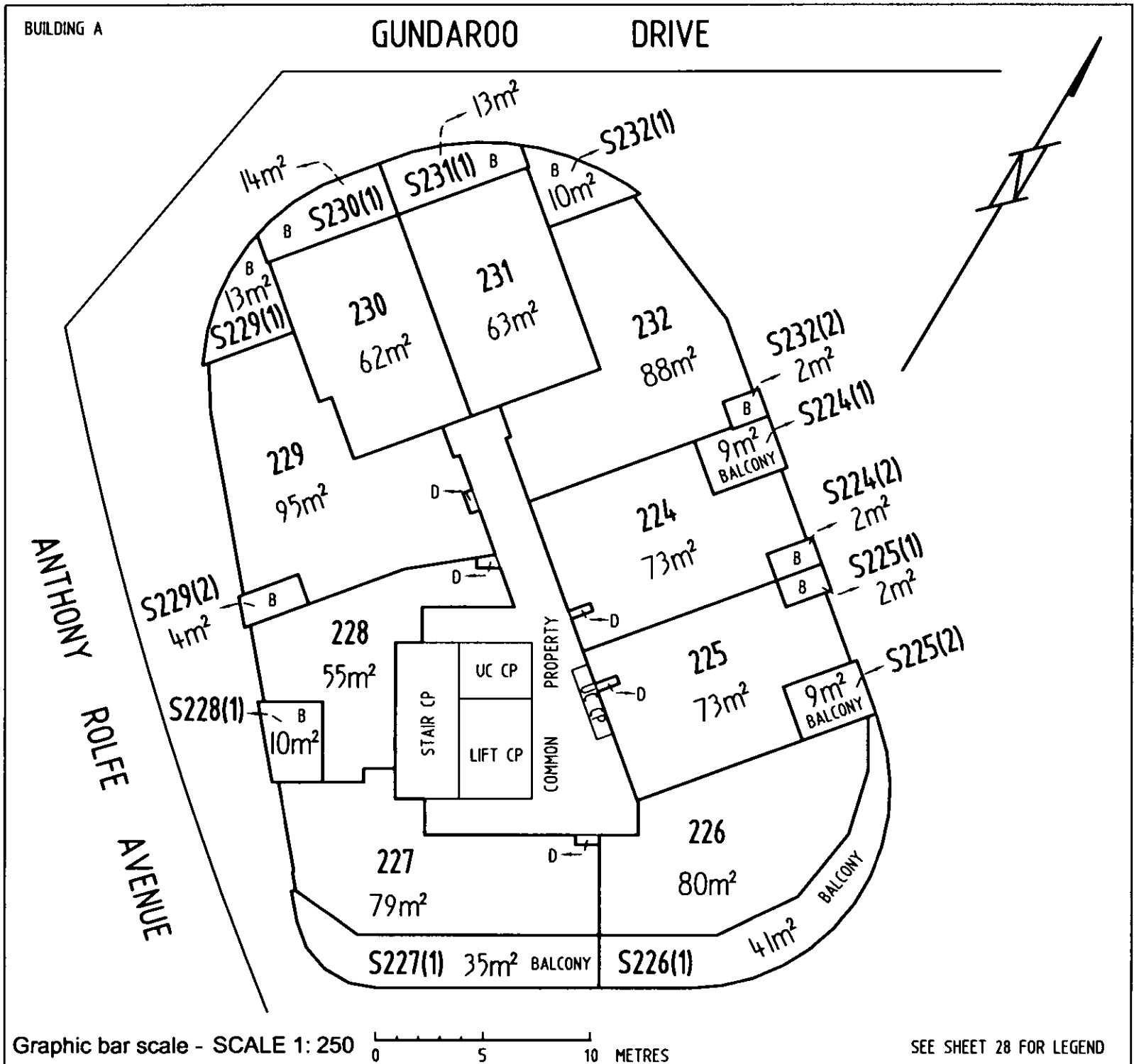
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	CLASS A UNIT AND UNIT SUBSIDIARIES
NINETEENTH	



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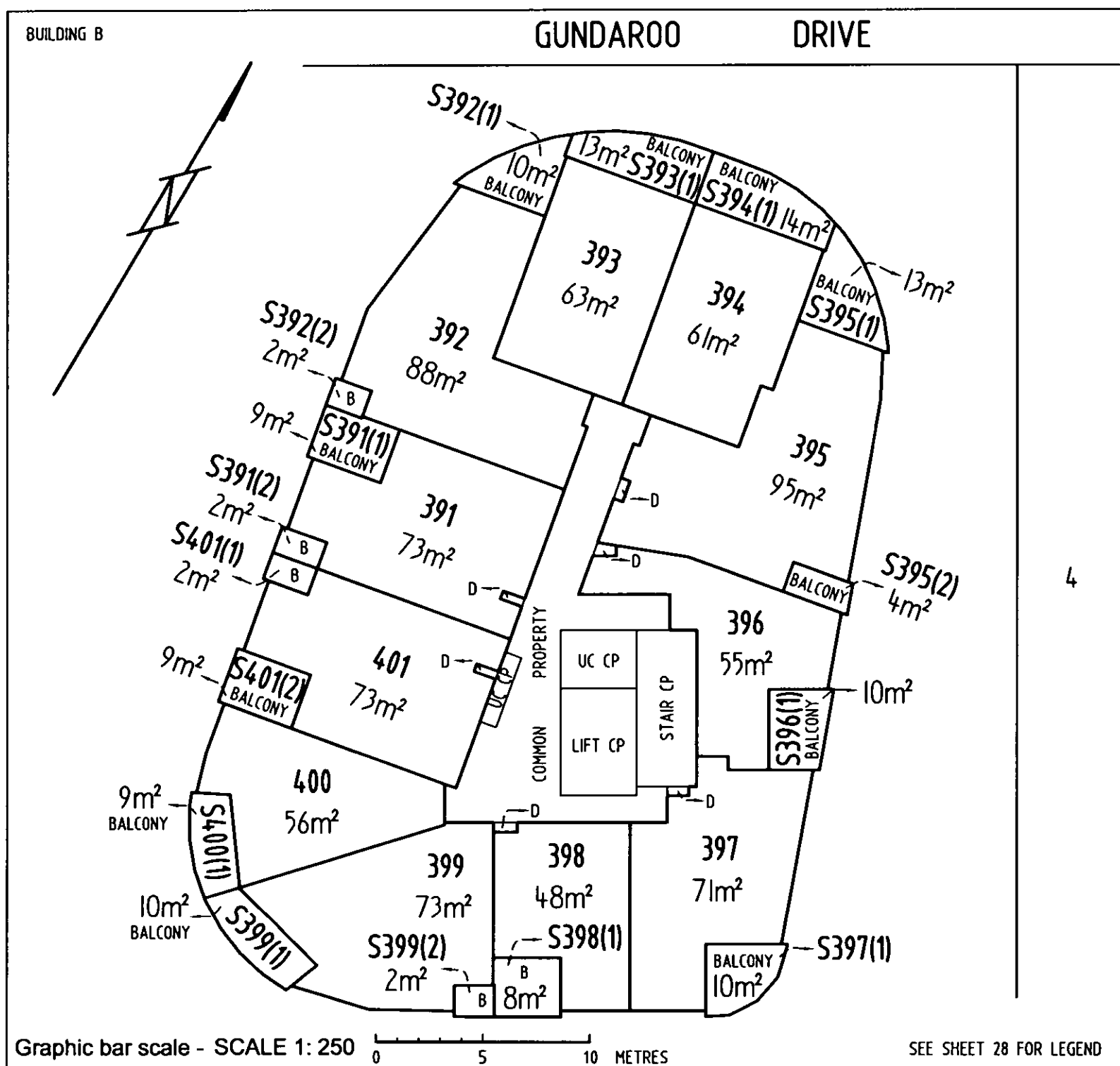
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Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	NINETEENTH	CLASS A UNIT AND UNIT SUBSIDIARIES
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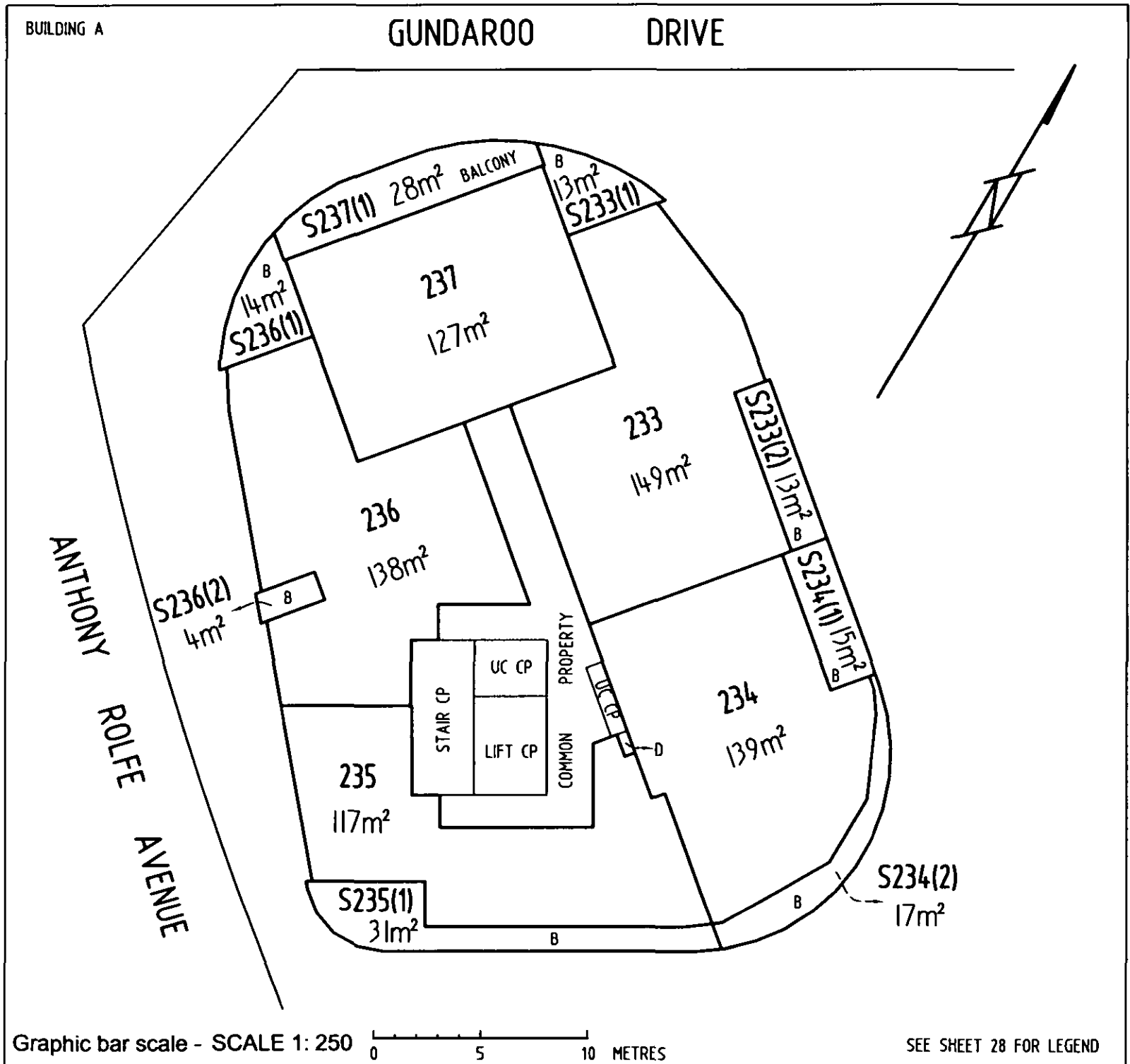
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	TWENTIETH	CLASS A UNIT AND UNIT SUBSIDIARIES
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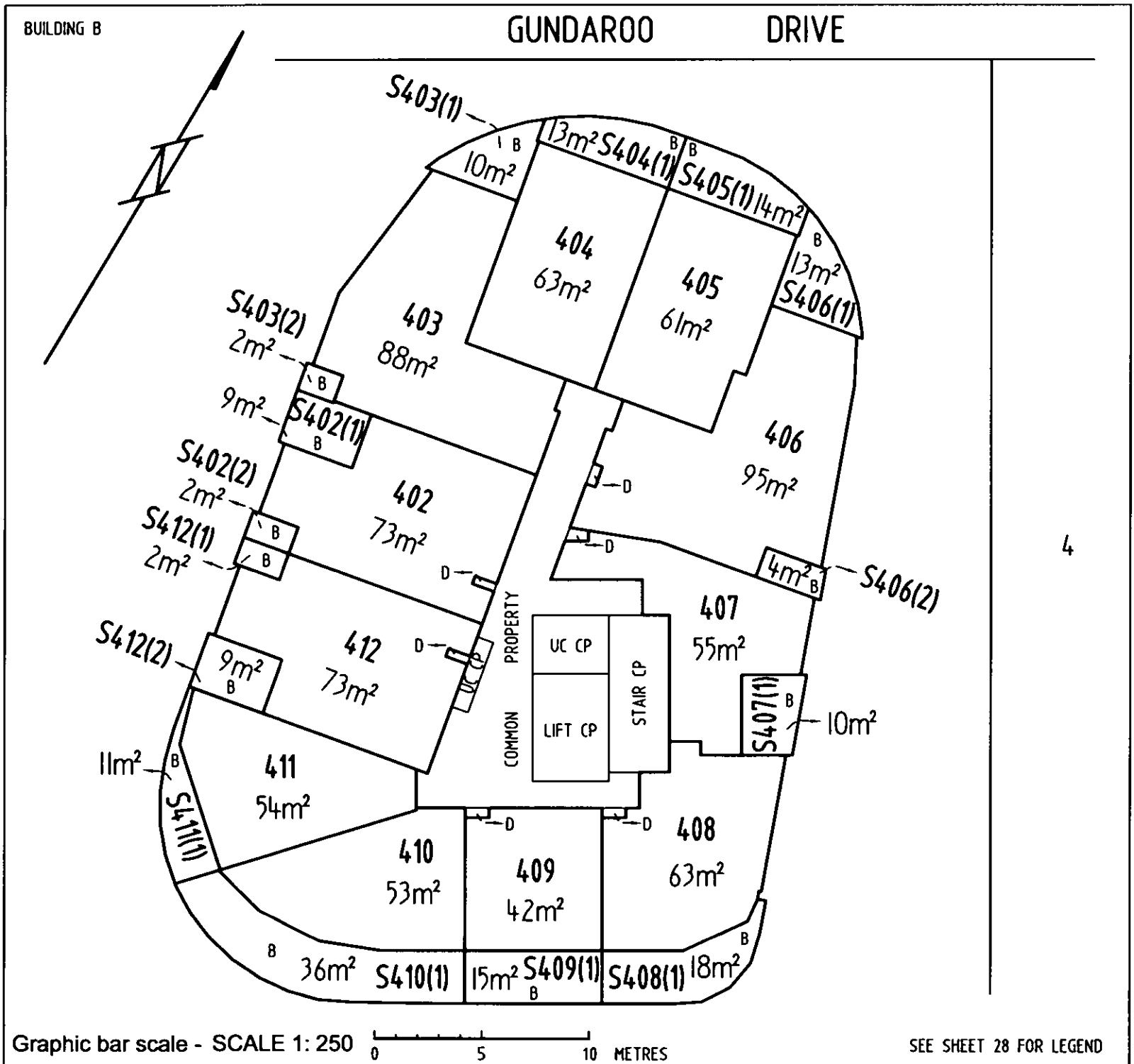
LAND TITLES
OFFICE OF REGULATORY SERVICES
 Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER	TWENTIETH	CLASS A UNIT AND UNIT SUBSIDIARIES
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LAND TITLES

OFFICE OF REGULATORY SERVICES

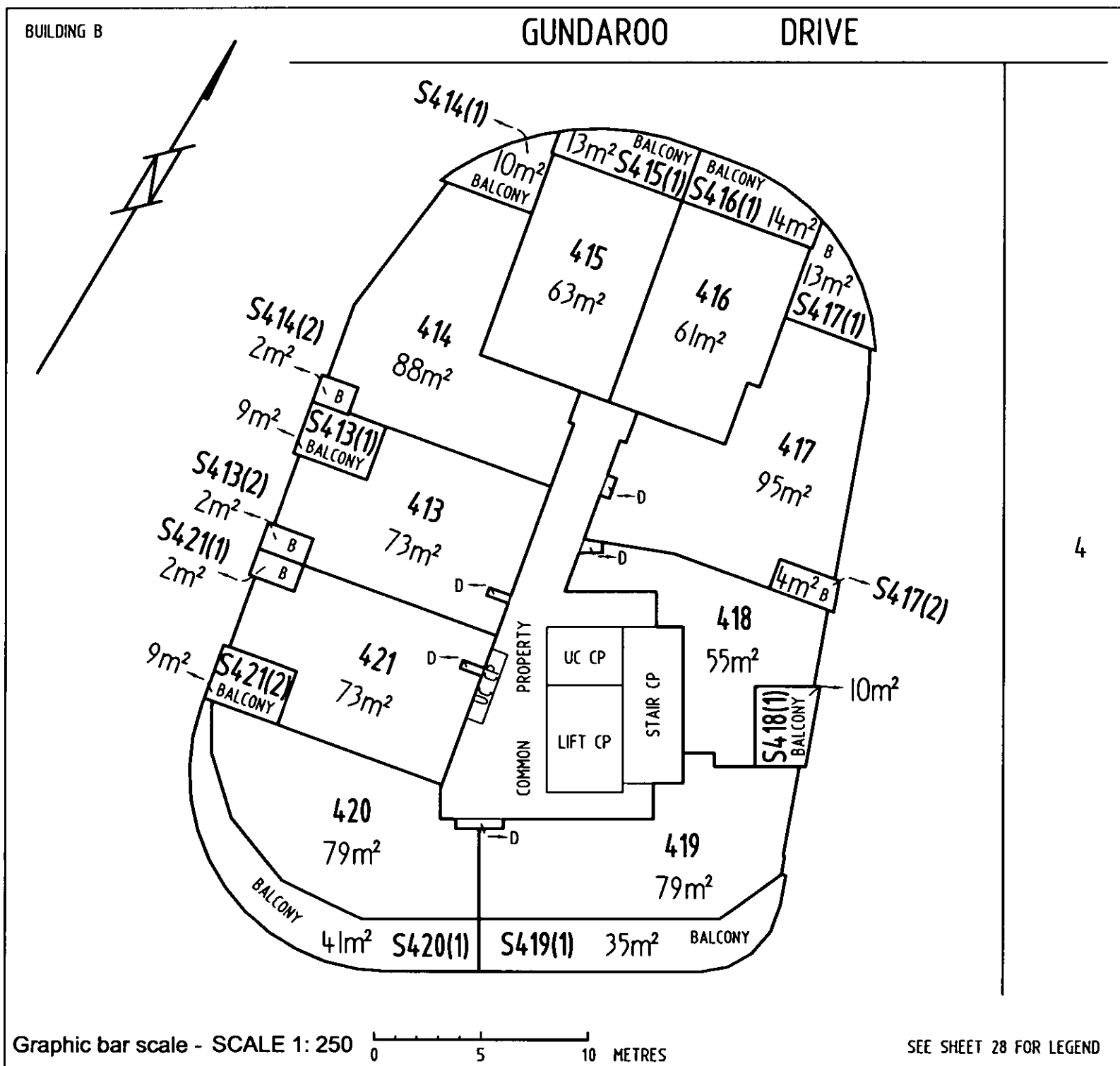
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	1421

FLOOR NUMBER	TWENTY FIRST	CLASS A UNIT AND UNIT SUBSIDIARIES
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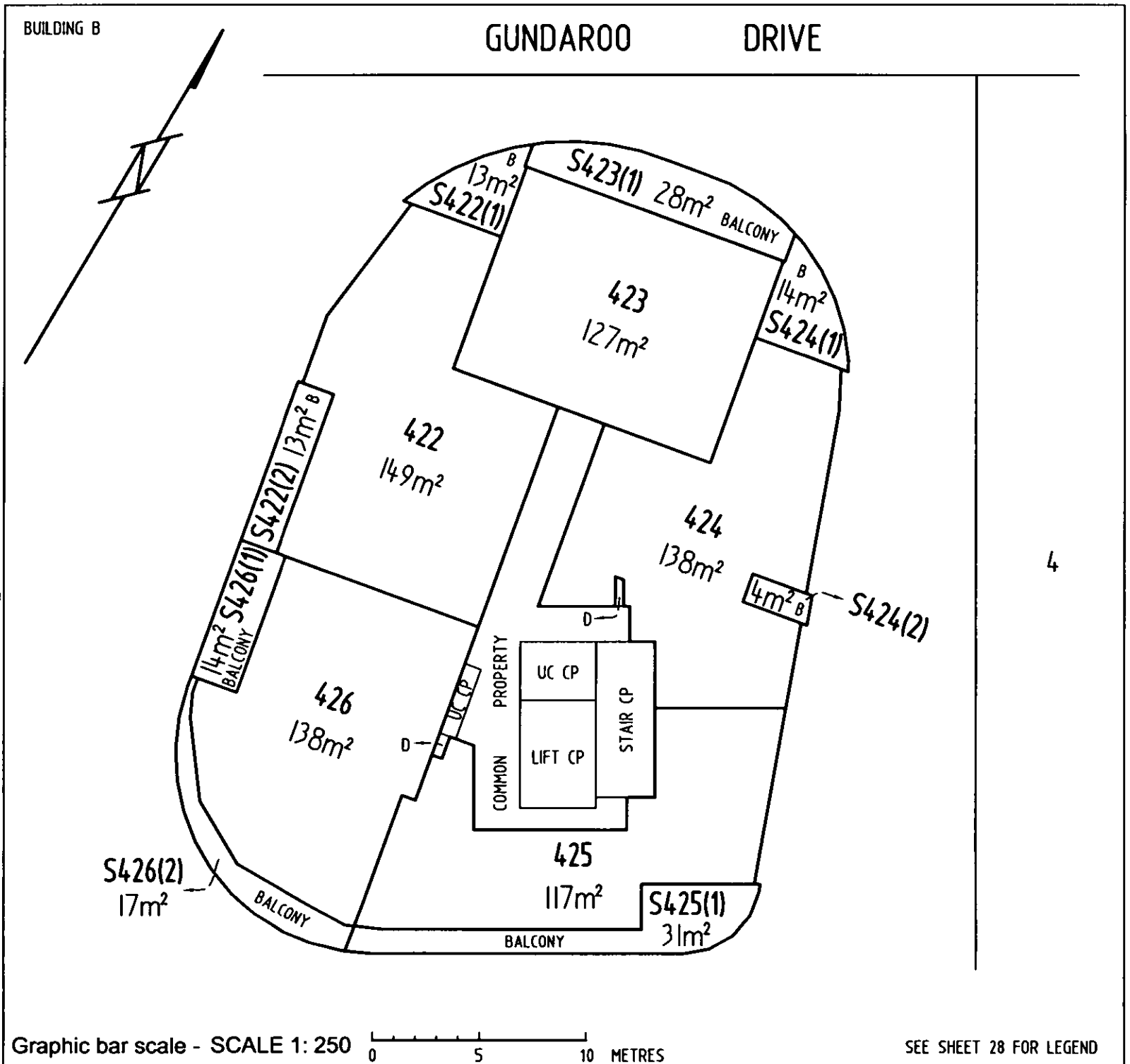
OFFICE OF REGULATORY SERVICES
Department of Justice and Community Safety

Form 091 - FP

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
GUNGAHLIN	209	7	4421

FLOOR NUMBER TWENTY SECOND	CLASS A UNIT AND UNIT SUBSIDIARIES
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NG LANDHOLDINGS No.1 PTY LTD

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 Delegate of the
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Form 4

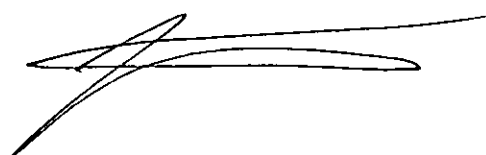
Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4421

Block 7 Section 209 Division of GUNGAHLIN

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

- | | | |
|------------------------|----|---|
| TERM | 1. | The term of the lease of each of the units expires on the first day of November Two thousand one hundred and nine. |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded. |
| GROSS
FLOOR
AREA | 3. | That the combined gross floor area of all buildings erected on the parcel of land shall not be less than 8,000 square metres; |
| | 4. | Each Lessee of each of the Units Nos 1 - 433 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows: <ul style="list-style-type: none"> (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee; (b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u>; |




PURPOSE	(c)	To use Units 1 – 433 only for one or more of the following purposes: <ul style="list-style-type: none"> (i) carpark; (ii) commercial accommodation use LIMITED TO serviced apartments; (iii) community use LIMITED TO child care centre and health facility; (iv) indoor recreation facility; (v) residential use; (vi) restaurant; and (vii) shop LIMITED TO a maximum of 200 square metres per shop;
UNIT SUBSIDIARY	(d)	Not to use any unit subsidiary to that unit as a habitation;
SERVICE AREAS	(e)	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 unit is suitably screened from public view;
FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY	(f)	That the Lessee shall provide and maintain facilities and access on the parcel of 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;
BUILDING SUBJECT TO APPROVAL	(g)	That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;
REPAIR	(h)	That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;
FAILURE TO REPAIR	(i)	If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary 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 leased parcel 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 upon the leased parcel 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

- (j) To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;

RATES AND
CHARGES

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

PRESERVATION
OF TREES

- (l) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
- (ii) to which the Tree Protection Act 2005, applies;

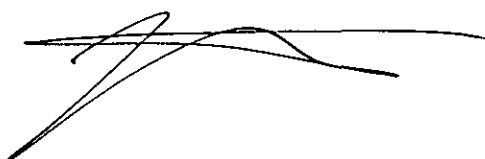
MINERALS
AND WATER

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

5. The Commonwealth covenants with each of the Lessees of all the units 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 unit without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority.




6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units 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 shall have been formally demanded or not); or
- (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
- (iii) the Lessee shall fail to observe or perform any other of the covenants 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 (b)
RENT

That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 6(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 6(a);

FURTHER LEASE (c)

That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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 Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;




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.
7. In this schedule 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 on structure constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
 - (c) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - i) a large area for handling, storage or display; and/or
 - ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
 - (d) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
 - (e) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
 - (f) "child care centre" means the use of the parcel 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

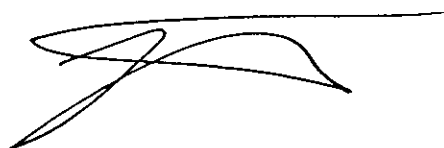



and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;

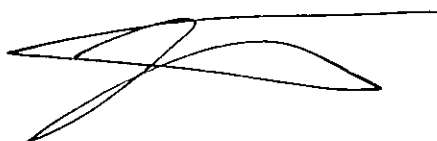
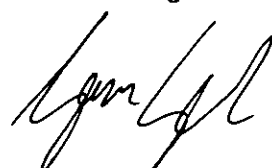
- (g) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (h) "commercial accommodation use" means commercial accommodation unit, guest house, hotel, serviced apartment, and tourist resort but does not include a caravan park/camping ground or a group or organised camp;
- (i) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship; religious associated use;
- (j) "department store" means a shop in which goods are sold by separate departments within the shop and from which a significant amount or proportion of retail sales occur from at least four of the following types of goods: furniture and floor coverings; fabrics and household textiles; clothing; footwear; household appliances; china, glassware and domestic hardware;
- (k) "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 excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking.
- (l) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (m) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;




- (n) "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 the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (o) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing;
- (p) "personal services" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (q) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (r) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purpose 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;
- (s) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing and supportive housing;
- (t) "restaurant" means the use of the parcel 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;




- (u) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (v) "retirement village" means premises where older members of the community or retired people live, in independent living units or serviced units, under a retirement village scheme;
- (w) "retirement village scheme" for a retirement village, means a scheme under which a person may –
 - (a) enter into a residence contract with the scheme operator for the retirement village; and
 - (b) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however, the right accrues; and
 - (c) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (x) "secondary residence" means a second dwelling on the block;
- (y) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (z) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services. It includes but is not limited to bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (aa) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (bb) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (cc) "supportive housing" means the use of the parcel 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;


- (dd) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (ee) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (ff) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (gg) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (hh) words in the singular include the plural and vice versa;
- (ii) words importing one gender include the other genders;
- (jj) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this Seventh day of March 2018.

SAMUEL ZELLER
a delegate of the Planning and Land
Authority in exercising its functions



LESSEE: **NG LANDHOLDINGS NO 1 PTY LIMITED A.C.N. 601 913 839**



Form 5

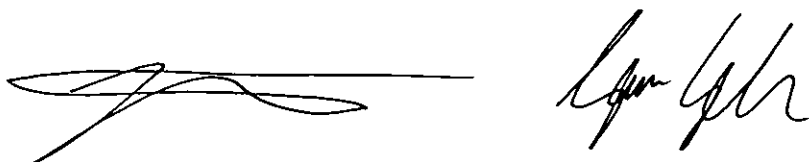
Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4421

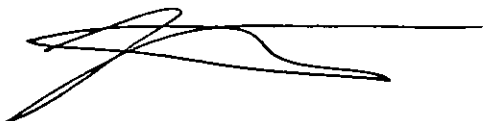
Block 7 Section 209 Division of GUNGAHLIN

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


1. The term of the lease expires on the first day of November Two thousand one hundred and nine.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That the combined gross floor area of all buildings erected on the parcel of land shall not be less than 8,000 square metres;
4. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
 - (b) the service provider may:
 - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
 - (ii) do anything reasonably necessary for that purpose, including without limitation:
 - (A) entering or passing through the parcel of land;
 - (B) taking anything on to the parcel of land; and
 - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
 - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

Two handwritten signatures in black ink, one on the left and one on the right, positioned below the list of provisions.

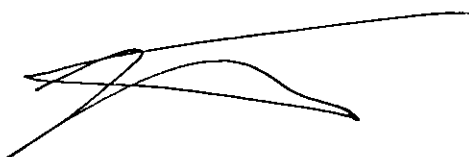
- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land;
or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
 - (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
 - (f) 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
 - (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
5. The Owners - Units Plan No. ~~A 21~~ 421 ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
 - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;



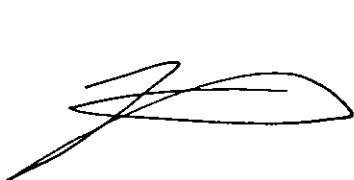
- (c) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (d) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings carparking landscaping and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) except where necessary for compliance with Clause 5(d) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (f) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation 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 leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation 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 upon the leased parcel 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 Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) That the Owners Corporation shall provide and at all times maintain an approved pedestrian path and vehicular access driveway on the parcel of land for use by the Lessees of Block 4 Section 209 Division of Gungahlin, Block 5 Section 209 Division of Gungahlin, Block 6 Section 209 Division of Gungahlin in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority and in that part of the premises identified as "easement for access" on the plan annexed hereto;




- (h) That the Owners Corporation shall permit the Lessees of Block 4 Section 209 Gungahlin, Block 5 Section 209 Gungahlin and Block 6 Section 209 Gungahlin, their employees, contractors, sublessees or other occupiers and visitors to pass and repass, with or without vehicles, across, over and along that part of the premises identified as "easement for access" on the plan annexed hereto;
- (i) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owner's Corporation cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (j) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (k) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (l) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (m) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;
- (n) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
- (o) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.



6. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
 - (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
 - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
7. In this schedule 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 parcel of land;
 - (c) "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 excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
 - (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4421';
 - (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;




- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.


Dated this.....Seventh..... day of.....March.....2018.


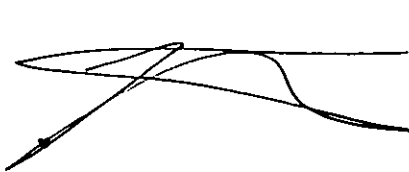
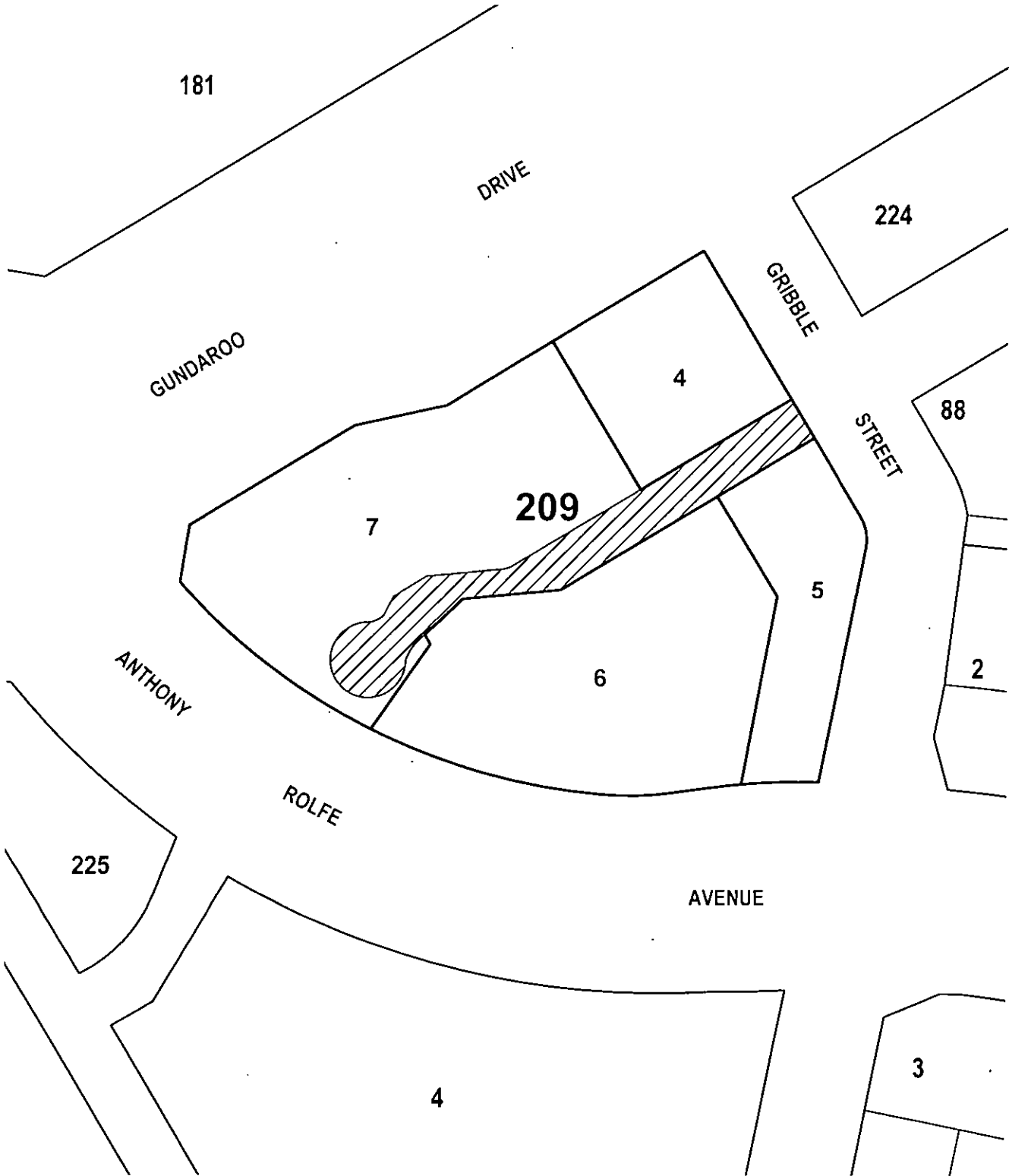
SAMUEL ZELLER
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: **NG LANDHOLDINGS NO 1 PTY LIMITED A.C.N. 601 913 839**



LEGEND

- A —————
- B 





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SPECIAL RESOLUTION
BY OWNERS CORPORATION

Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Email Address	Contact Telephone Number
Robert Craven	RCraven@RHCfact.com.au	02 6295 6888

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2329:60	GUNGAHLIN	209	7	4421

DETAILS OF ARTICLE/S BEING AMENDED (Insert article number/s)

~~House~~ Rules

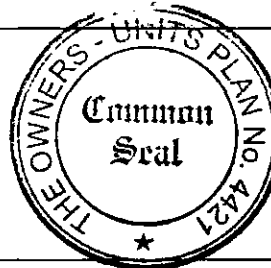
SUPPORTING DOCUMENTATION

(Please tick appropriate item – Original signed copy must be supplied)

- ☒ Sealed copy of Minutes of Meeting
☐ Sealed copy of Resolution/Motion
☐ Other (specify) -

COMMON SEAL OF OWNERS CORPORATION

(Seal must be affixed)



EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)

Signature	Signature
Full Name (Block Letters) Robert Craven	Full Name (Block Letters) Konika Elphick
Address PO Box 3537 Manuka ACT 2603 2 Kennedy St Kingston ACT	Address PO Box 3537 Manuka ACT 2603 2 Kennedy St Kingston ACT
Office Held Senior Strata Manager	Office Held Strata Manager

OFFICE USE ONLY

Lodged by	Annexures/Attachments	Minutes/Resolution/Motion <input checked="" type="checkbox"/>
Data entered by	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	Registration Date	19 OCT 2018

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4421 [insert number]

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made—

13 June 2018

Tick applicable box, or both boxes if applicable:

☒ Regularly convened

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

☐ Convened after
adjournment

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

[If there is insufficient space here, tick ☒ and attach details to the notice]

Date of decision	Full text of reduced quorum decision
<u>13 June 2018</u>	

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation.

20 June, 2018.....[insert date of affixing of seal]

[Affix owners corporation seal in accordance with the corporation articles]



[†] In this notice, UTMA means the Unit Titles (Management) Act 2011.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A **reduced quorum decision** is a decision of a general meeting of the owners corporation made while a quorum (a **reduced quorum**) smaller than a **standard quorum** was present.
- A **standard quorum** is those people entitled to vote (on the motion) in relation to not less than $\frac{1}{2}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of **reduced quorum decision**, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a **standard quorum** for the motion (see above) is not present a reduced quorum decision may be made if a **reduced quorum** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a **reduced quorum** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a **standard quorum** for the motion (see above) nor a **reduced quorum** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within $\frac{1}{2}$ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a **reduced quorum** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also **reduced quorum decisions** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

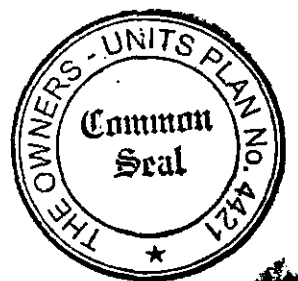


MINUTES OF THE FIRST ANNUAL GENERAL MEETING

Units Plan 4421
"INFINITY"

Held:
5:30 pm, Wednesday 13th June 2018

Venue:
Gungahlin Lakes Club,
110 Gundaroo Dr, Nicholls ACT



B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3).

The petition must—

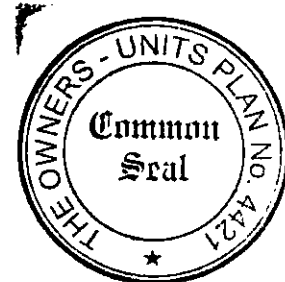
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).



**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS – UNITS PLAN 4421 HELD ON WEDNESDAY 13 JUNE AT THE GUNGAHLIN LAKES
CLUB, GUNDAROO DRIVE, NICHOLLS**

**As a standard quorum was not present the decisions taken at the Meeting were Reduced
Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles
(Management) Act 2011.**

REPRESENTATIVES PRESENT FOR: Lots: 7, 40, 47, 75, 77, 91, 102, 104, 146, 182, 193, 196,
202, 203, 209, 210, 229, 234, 237, 239, 257, 258, 259, 267, 270, 282, 291, 293, 296, 305,
315, 319, 355, 384, 405, 407, 420, 422, 423, 425, 426 & 427

PROXIES:

IFO The Chairman: Lots 49, 129, 140, 204

ABSENTEE FORMS FOR: Lots 343

APOLOGIES: Lot 204

RAINE & HORNE REPRESENTATIVES: Robert Craven, Konika Elphick, Peter Majdandzic,
Dimitri Chronopoulos and Sam Schmidt



UP 4421 - Infinity

2018 First Annual General Meeting Minutes

Chairperson

Mr T Dunn chaired the meeting

Approval of Inaugural Meeting Minutes

Motion 1: "That the minutes of the inaugural Meeting held on 16 March 2018 be adopted." **Motion Carried**

The meeting requested that the Executive Committee further investigate the payment of the gym equipment, as some owners believed that this was on the inclusion list and should not be repaid by the Owners Corporation.

Financial Statements

Discussion of Financial Statements was held and a number of budget line items were clarified.

It was noted that Levy Due Dates are: 16 March, 16 June, 16 September & 16 December 2018

Insurance

Motion 2: "That the Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements" **Motion Carried**

Election of Executive Committee

Motion 3: "That the Owners Corporation create 10 Executive Committee Positions until the next Annual General Meeting" **Motion Carried**

Ms V Dalton (Unit 77), Mrs A Breddels (Unit 146), a representative of Infinity Towers Development Pty Ltd (Unit 172), Ms B BurrIDGE (Unit 182), Mr I Rostami (Unit 202), Mr T Dunn (Unit 229), Mr K Atkins (Unit 257), Mr C Walker (Unit 422), Ms A Lemaitre (Unit 423) & Mr A Flaherty (Unit 427) were elected to the Committee.

Rule Changes

Motion 4: (Special Resolution) – "To amend the default Rules in accordance with the attached appendix A." **Motion Carried**

It was noted that a set of House Rules will be derived by the Executive Committee for approval of the Owners Corporation at the next Annual General Meeting. The meeting requested that a flooring policy be adopted.



General Business

Hot Water

Some owners noted that they are experiencing inconsistent hot water supply. It was requested that owners report each incidence to the Managing Agent so that this can be further investigated.

Balustrade Balcony Gap

Some owners are unhappy with the size of the gap between the balustrade on unit balconies. The Incoming Executive Committee to investigate a possible solution to fill the gap be sought so that there is uniform appearance for any units that choose to undertake this work.

Carpark Signage

It was noted that several owners had contacted the Managing Agent with a request to install traffic management signage in the carpark. The Executive Committee to progress.

Roof Netting

Some residents on level 5 had experienced issues with birds dropping rocks from the roof onto their courtyards, causing tiles to break. Geocon advised that they would be installing netting on the roof so that birds would be unable to take the rocks and repairing any damaged tiles.

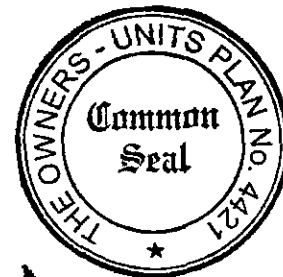
Information for Residents

It was requested that a letter be sent to residents educating them on basic information on living in Strata, with a focus on what items to not flush down toilet, to secure items on balconies and to not throw cigarette butts or rubbish over balconies or onto Common Property.

Communication to Owners

Owners present requested that the Executive Committee be mindful of updating all owners on progress with items at Infinity throughout the year.

With no further business the meeting closed at 8:15 pm



INFINITY

Owners Corporation – Infinity

Corporation Rules

This document is maintained by the Infinity executive committee and may be updated periodically. The current version is available from the contracted Strata Manager. This policy is designed for the benefit of all owners and residents to ensure that all enjoy a maximum of convenience, comfort, and privacy and that their investment and interests are protected. These rules are intended to keep annoyance to a minimum and to provide guidelines for residents and their guests. They are to be included as an integral part of any leasing arrangement between a unit proprietor and the tenant.

No Rule will contradict the Unit Titles (Management) Act 2011.

1. Definitions and interpretation

- 1) In these rules:

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

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 the owner, occupier or user of a unit.

territory means the Australian Capital Territory.

unit includes a unit subsidiary (balconies, car parks and storage).

- 2) A word or expression in the Act and the *Unit Titles (Management) Act 2011* 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

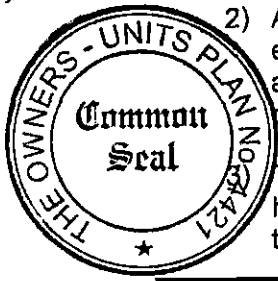
- 1) A unit owner must ensure that the unit is in a state of good repair.
- 2) A unit owner must carry out any work in relation to the unit, and do anything else in relation to the unit, that is required by a territory law.

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 written permission of the executive committee; and
 - b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- 2) Permission may be given subject to conditions stated in the resolution.

5. Use of common property

- 1) 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.
- 2) A unit owner must not dispose of any refuse or rubbish on the common property except in receptacles provided for that purpose. If a unit owner soils or dirties any part of the common property, the unit owner must clean that part of the common property at the unit owner's expense.



The cost of damage to common property resulting from negligence, or where rules have not been followed, will be billed by the owners' corporation to the owner of the unit responsible for the damage.

6. Hazardous use of unit

- 1) 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.
- 2) Storage of materials and personal effects in the garage is only permitted inside unit storage sheds except in accordance with the written permission from the Executive Committee.

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 territory.

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 the 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.



An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in sub-rule 1) of this rule.

An executive committee representative is not authorised to do anything in relation to a unit mentioned in sub-rule 1) of this rule unless:

- a) The executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
 - b) in an emergency, it is essential that it be done without notice.
- 4) The executive committee may give a written authority to a person to represent the corporation under this rule.

11. Seal of owners corporation

- 1) Sealing of documents

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

- a) Seal must be attached by decision of the executive committee;

INFINITY

- b) Seal must be attached in the presence of two executive committee members; and
 - c) The executive committee members witnessing the attaching of the seal must sign the document as witnesses.
- 2) Managing agent may affix seal
- a) The seal may be attached to documents by the manager appointed by the owners' corporation by decision of the executive committee.
 - b) The manager appointed by the owners' corporation may attach the seal to certificates issued under s119 of the Act.

12. Recovery of legal fees

If the owners corporation incurs legal fees as a result of the conduct of a unit owner (including the recovery of a debt owed to the owners corporation), the unit owner shall be liable to pay to the owners corporation the amount of the legal fees incurred by the owners corporation in undertaking legal action against the unit owner.

13. Air conditioning

- 1) All unit owners will be responsible for the repair and maintenance of the air conditioning system that services their unit, notwithstanding the fact that part of the air conditioning plant may be located on the common property.
- 2) The owners corporation will not be responsible for contributing to the repair and maintenance of air conditioning plant except where it services the common property.
- 3) The unit owners must ensure individual air conditioning units are maintained on a regular basis to manufacturer's specifications so as to minimise noise disturbance to other residents.

14. Signage

- 1) Unit owners are not permitted to display any signs in any visible external windows to their unit or on the common property except with the prior approval of the executive committee.
- 2) Without limiting sub-rule 1), signs including real estate "for sale" and "to let/lease" signs are not permitted to be erected on the common property or the nature strip unless permission to do so is given by the executive committee.

15. Load Limits

A unit owner must not overload any floors or balconies and observe the maximum floor loading and any maximum load limits in the common property and their unit.



16. Protection of lift interiors and common property

- 1) If any damage sustained to the common property, including damage to walls and paint work, is caused by an owner, occupier or user (or their agent or contractor) of a unit, then the cost of repairing the damage sustained to the common property must be borne by the unit owner as per rule 5 of these Rules. For example, damage to lifts and carpets caused by moving bicycles through the interior of the complex, or appliance deliveries, will be billed to the unit owner.
- 2) The owner, occupier or user of any unit must ensure that removalists utilise internal coverings to the walls of the lifts and the Building where necessary, when moving furniture into or out of units and through the common property. The owners corporation provides protection to lift interiors by way of internal coverings which will be installed by the building manager provided that at least one full business days' notice is given.

17. Smoking

Smoking is not permitted in any common property areas including: foyers, lifts, fire escape stairwells, the garage and in front of any external entry door to the building.

18. Contracts

The executive committee is delegated the authority to enter into contracts on behalf of the owners corporation for a term not exceeding 3 years in duration.





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	295	Block	7	Section	209	Suburb	GUNGAHLIN
------	-----	-------	---	---------	-----	--------	-----------

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: 79870

Dated: 05-MAR-18

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: 21-NOV-18 13:48:13

Applicant's Name : Colmer, Michelle

E-mail Address : michelle.colmer@colquhounmurphy.com

Client Reference : TR181207

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

21-NOV-2018 13:48

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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INFORMATION ABOUT THE PROPERTY

GUNGAHLIN Section 209/Block 7/Unit 295

Building Class: A

Area(m2): 7,380.0

Unimproved Value: \$10,650,000

Year: 2018

Subdivision Status: Application 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.



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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)



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Application DA201527109 **Lodged** 08-MAY-15 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING-LEASE VARIATION-243 UNIT DEVELOPEMENT. Proposed construction of a standalone 22 storey building, comprising a total of 243 residential apartments. Site access via Gribble Street. Onsite parking comprising 1 basement and 4 podium levels which will provide a total of 292 parking spaces. Please see application form for details.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	209	3-3	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	8-10	

-- Involved Parties -----

Role	Name
-------------	-------------



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201527109 **Lodged** 08-MAY-15 **Type** See Subclass

Representor	Unknown
Representor	Independent Property Group
Representor	Anonymous Representor
Lessee	Geocon Commercial Holdings Pty
Applicant	Purdon Planning Pty Ltd
Representor	Sharyn Bailey
Representor	Dr Kathleen Ibbotson
Representor	Adam Levinson
Representor	Stuart Gwynne
Representor	Luton
Representor	Dna Building & Construction
Representor	Jb Hi-Fi
Representor	Leaseplan Australia
Representor	Mceneny,Amy
Representor	Pantano,Robert
Representor	Independend Property Group
Representor	Southern Plumbing Supplies P/L
Representor	Building Link International
Representor	Macgregor, Ian
Representor	Iqbal,S
Representor	Folkstone
Representor	Williams, John
Representor	Paine, Mark
Representor	John & Christine Coghlan
Representor	Susan & David Kilby
Representor	John Williams
Representor	Maxim
Representor	Nitish
Representor	Charlie Nussio
Representor	Palomei, K
Representor	Penney'S Papershop
Representor	Unknown
Representor	Webster, E
Representor	Taylor, S
Representor	Unknown
Representor	Siren Bar And Restaurant
Representor	Couyful, P
Representor	Donkin, R
Representor	Samarasinghe, M
Representor	Fleenpsey, A
Representor	Six Fingers Creative Marketing
Representor	Carly, T
Representor	Seongwon, B



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201527109 **Lodged** 08-MAY-15 **Type** See Subclass

Representor	Liekulah, I
Representor	Douvass, R
Representor	Chan, D
Representor	G, Nathan
Representor	Larter, T
Representor	Yoo, W
Representor	Pattn, R.J
Representor	Lane, M
Representor	Unknown
Representor	Thaller, K
Representor	Watts, M
Representor	Unknown
Representor	Hall, T
Representor	Blatch, G
Representor	Westbury, H
Representor	Kumar Di Wedi, S
Representor	Unknown
Representor	Stephans, B
Representor	Ko, E
Representor	Guthrie, M
Representor	Allesch, M
Representor	Dimarhus, D
Representor	Cese, K
Representor	Laugbton, B
Representor	Seaman, N
Representor	Wlbardy, S
Representor	Papalle, P
Representor	Wakefield, J
Representor	Folkestone Education Trust

-- Activities -----

Activity Name

Merit Track

Status

Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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Application DA201426000 **Lodged** 25-JUL-14 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - Please see application form for details of the lease variation.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	209	1-1	
Gungahlin	Gungahlin	209	2-6	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	8-10	

-- Involved Parties -----

Role	Name
Lessee	Geocon Commercial Holdings Pty
Applicant	Geocon Constructors Pty Ltd

-- Activities -----

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Approval Conditional

Application DA201324634 **Lodged** 06-JAN-14 **Type** See Subclass

-- Application Details -----

Description

NON RESIDENTIAL-SIGNAGE-LEASE VARIATION. Proposed installation of pole signage; Subdivision of the site into 5 blocks.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	209	1-1	
Gungahlin	Gungahlin	209	2-6	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	8-10	

-- Involved Parties -----

Role	Name
Lessee	Geocon Commercial Holdings Pty
Applicant	Purdon Associates Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201221070 **Lodged** 09-FEB-12 **Type** See Subclass

-- Application Details -----

Description

COMMERCIAL-NEW BUSINESS PARK. Proposed construction of a new business park containing 5 office buildings from two storeys to twelve storeys; new multi storey carparking with associated basement and surface parking; addition of ancillary structures, signage and landscaping.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	209	1-1	
Gungahlin	Gungahlin	209	2-6	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	8-10	

-- Involved Parties -----

Role	Name
Lessee	Geocon Commercial Holdings P/L
Applicant	Amc Projects Pty Ltd
Representor	Kdngroup Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA201221070 **Lodged** 09-FEB-12 **Type** See Subclass

-- Application Details -----

Description

COMMERCIAL-NEW BUSINESS PARK. Proposed construction of a new business park containing 5 office buildings from two storeys to twelve storeys; new multi storey carparking with associated basement and surface parking; addition of ancillary structures, signage and landscaping.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Gungahlin	Gungahlin	209	1-1	
Gungahlin	Gungahlin	209	2-6	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	7-7	
Gungahlin	Gungahlin	209	8-10	

-- Involved Parties -----

Role	Name
Lessee	Geocon Commercial Holdings P/L
Applicant	Amc Projects Pty Ltd
Representor	Kdngroup Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

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

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

Sect	Blk	DA No.	Description	Overlay Policy	Status
224	2	201630980	PROPOSAL FOR ONE 14 STOREY AND ONE 7 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT. The proposal includes ground floor commercial tenancies, a total of 145 residential dwellings, basement car parking, landscaping, and associated on site and off site works. LEASE VARIATION :	Approval Conditional	07-AUG-17



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224	2		include residential use limit to 145 dwellings, delete the gross floor area restriction for shop and delete the use of drink establishment.		
209	4	201732990	PROPOSAL FOR 14 STOREY MIXED USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT - Construction of mixed use development comprising of 5 commercial tenancies and 172 dwellings, basement car parking, landscaping and associated works.	Approval Conditional	22-MAR-18
209	5	201834313	PROPOSAL FOR ALTERATIONS AND ADDITIONS TO EXISTING MIXED USE DEVELOPMENT AND LEASE VARIATION- alterations to floor layout and façade to allow for additional units and associated works. Lease variation to increase the maximum number of dwellings to 179 dwellings.	Approval Conditional	28-SEP-18

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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



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PLANNING AND LEASE MANAGER (PaLM)
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----- END OF REPORT -----

Section 119 Certificates – Raine & Horne Corporate Facilities ACT

- Section 119 Certificates will be issued on request from an authorised person representing a unit, and only following receipt of the requisite fee by cheque payable to the Owners' Corporation.
- As of 1 July 2016, the fee payable is \$108 including GST, in accordance with the Unit Titles (Management) (Fees) Determination.
- If a copy of the previous 2 years of Minutes are required, the total fee payable is \$305 including GST.
- RHCFACT will typically provide the Section 119 certificate and associated documents within 2 business days of a valid request, however it is noted that the maximum time permitted to produce the certificate is 14 days from request, in accordance with s119 (1) of the UT(M)A 2011.
- Section 119 Certificates are valid for a period of 60 days from the date of issue. Outside of this period any update on levies struck or additional debts require an updated certificate to be requested, along with payment of the fee set in the Unit Titles (Management) (Fees) Determination.
- RHCFACT will verbally confirm receipt of payments to an owners account, however this should not be relied upon for settlement.

Unit Titles (Management) Certificate Determination 2012
Section 119 Certificate
Unit Titles (Management) Act 2011

Units Plan No. 4421

Unit no: 295

Unit entitlement: 22

Total unit entitlement: 10000

Unit owner/eligible person:

Leigh Shane Gilbert/Colquhoun Murphy Lawyers

1. EXECUTIVE COMMITTEE

The Executive Committee's names and addresses are

Chairman	Tom Dunn Infinity Towers, 229/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912
Secretary	Annissa Lemaitre Infinity Towers, 423/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912
Member	Infinity Towers Development Pt PO Box 5425, KINGSTON ACT 2604
Member	Anthony Flaherty 64 Bizant Street, AMAROO ACT 2914
Member	Vicki Dalton Infinity Towers, 77/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912
Member	Chris Walker Infinity Towers, 422/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912
Member	Ilia Rostami Infinity, 202/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912
Member	Belinda Burridge 11 Sandover Circuit, AMAROO ACT 2914
Member	Antoinette Breddels Infinity Towers, 146/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912

Member

Kerry Atkins

Infinity Towers, 257/1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912

2. MANAGEMENT

Does the Owners Corporation have a Managing Agent?

YES/NO

Yes, Agent's name and address:

Raine & Horne Strata
2 Kennedy Street
Kingston ACT 2604

02 6295 6888

reception@rhcfact.com.au

3. BOOKS & RECORDS

The Owners Corporation's books, records and corporate register may be inspected at:

2 Kennedy Street
Kingston ACT 2604

4. INSURANCE

Policy No. ARSC1800811 Strata Community Insurance

Type: Strata Broker: Arthur J. Gallagher

Premium: \$72,808.24
27/05/2019

Paid on: 31/03/2018

Policy start date: 27/02/2018

Next due:

Cover	Sum insured	Excess
Building	\$114,000,000.00	\$500.00
Common Property	\$1,140,000.00	\$500.00
Loss of Rent	\$17,100,000.00	\$500.00
Public Liability	\$30,000,000.00	\$500.00
Voluntary Workers	\$200,000.00	\$2,000.00
Fidelity Guarantee	\$100,000.00	\$0.00
Office Bearers Liability	\$5,000,000.00	\$0.00
Govt. Audit Costs	\$25,000.00	\$0.00
Legal Expenses	\$150,000.00	\$1,000.00
Lot Owners' Fixtures & Improvements	\$300,000.00	\$0.00

5. CONTRIBUTIONS

5.1 When does the current financial year for contributions begin?

01 Mar 2018

5.2 Contributions due from this unit for the current financial year:

Annual \$2,867.84

Administrative (General) Fund instalments (as determined under S78):

Total amount last determined with respect to the lot		\$2,867.84
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment	16 Mar 2018	\$716.96
	16 Jun 2018	\$716.96
	16 Sep 2018	\$716.96
	16 Dec 2018	\$716.96
Amount owing		\$0.00
Interest owing		\$0.00
Total amount owing		\$0.00
Discount applicable for early payment		0.00%

5.3 Sinking Fund instalments (as determined under S89)

Total amount last determined with respect to the lot		\$0.00
Number of instalments payable (if contributions payable by instalments)		4
Amount and due date of each instalment	16 Mar 2018	\$0.00
	16 Jun 2018	\$0.00
	16 Sep 2018	\$0.00
	16 Dec 2018	\$0.00
Amount owing		\$0.00
Interest owing		\$0.00
Total amount owing		\$0.00
Discount applicable for early payment		0.00%

Special levies:

None

5.4 Total outstanding contributions due for current financial year as at the date of this Certificate: **\$0.00**

5.5 Are there any other outstanding debts owing on this unit? Details as follows:

Details of other debts	Due Date	Amount Due	Amount Outstanding
		\$	\$
		\$	\$
		\$	\$

5.6 Total outstanding contributions and debts as at the date of this Certificate: **\$0.00**

6. BALANCE OF FUNDS

The balance of funds held for the Owners Corporation at the date of this certificate:

The Balance Sheet for the Corporation at the date of this certificate is attached.


The fee fixed by the Owners Corporation for this information is in accordance with the prescribed regulations.

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

DATE: 26 November 2018

The Common Seal of
The Owners - Units Plan No. 4421
was hereunto affixed in
the presence of




Signature

Statement of Financial Position - Group

As at 26/11/2018

The Owners Units Plan 4421

Infinity, 1 Anthony Rolfe Avenue, GUNGAHLIN ACT 2912

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	398,905.62
	<u>398,905.62</u>
Sinking Fund	
Operating Surplus/Deficit--Sinking	0.00
	<u>0.00</u>
Net owners' funds	<u>\$398,905.62</u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	342,393.77
Receivable--Levies--Admin	141,410.10
Receivable--Owners--Admin	810.00
	<u>484,613.87</u>
Sinking Fund	
	<u>0.00</u>
Unallocated Money	
Cash at Bank--Unallocated	1,690.06
	<u>1,690.06</u>
<i>Total assets</i>	<u>486,303.93</u>
Less liabilities	
Administrative Fund	
Creditor--GST--Admin	18,389.92
Prepaid Levies--Admin	67,318.33
	<u>85,708.25</u>
Sinking Fund	
	<u>0.00</u>
Unallocated Money	
Prepaid Levies--Unallocated	1,690.06
	<u>1,690.06</u>
<i>Total liabilities</i>	<u>87,398.31</u>
Net assets	<u>\$398,905.62</u>



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	ARSC18000811
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCIA-007_RSC-08/2014
THE INSURED	The Owners - Units Plan No TBA - Infinity
SITUATION	1 Anthony Rolfe Avenue Gungahlin ACT 2912
POLICY PERIOD	From: 4.00pm on 28/02/18 To: 4.00pm on 28/05/19
INTERMEDIARY	Arthur J. Gallagher
ADDRESS	Ground Floor, 10 Geils Court Deakin ACT 2600
DATE OF ISSUE	1 March, 2018

POLICY LIMITS / SUMS INSURED

SECTION 1	Building	\$114,000,000
	Common Area Contents	\$1,140,000
	Loss of Rent/Temp Accommodation	\$17,100,000
	Internal Paint and Wallpaper	Included
	Flood	Included
SECTION 2	Liability	\$30,000,000
SECTION 3	Voluntary Workers	\$200,000/\$2,000
SECTION 5	Fidelity Guarantee	\$100,000
SECTION 6	Office Bearers' Liability	\$5,000,000
SECTION 9	Government Audit Costs	\$25,000
	Appeal Expenses	\$100,000
	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Fittings	\$300,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708 and confirms that on the Date of Issue a policy existed for the Policy Period and sums insured shown. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in your schedule documents together with the Product Disclosure Statement and insurance policy wording.

‘Infinity’ 1 Anthony Rolfe Crescent, GUNGAHLIN ACT THE OWNERS UNITS PLAN NO 4421

Inaugural General Meeting– March 2018

Held At: 1.30pm Friday 16 March 2018

Venue: Offices of Raine & Horne Strata – 2 Kennedy Street, Kingston ACT 2604

Present: Mr N Ross (representing Infinity Towers Development Pty Ltd) and Mr R Craven and Miss K Elphick (R & H Strata)

Quorum: A Quorum was declared and the meeting proceeded.

Election of Chairperson

Mr Ross of Infinity Towers Development Pty Ltd took the role of the Chairman.

Business

Mr Ross advised the meeting that the development situated at Block 7 Section 209 Division GUNGAHLIN consisting of 433 units was registered at the Land Titles Office as Units Plan 4421. The meeting agreed it was necessary to put into effect certain requirements of the Unit Titles (Management) Act 2011 (the Act).

Managing Agent

It was unanimously resolved that Raine & Horne Strata be appointed Managing Agent, for a period of two (2) years following registration of the Units Plan and formation of the Owners Corporation, in accordance with the attached Strata Management agreement.

Common Seal

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

Certificates issued under section 119 of the Act

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

Plant Item Registration

It was unanimously resolved that the initial registration of all plant items on the parcel, in accordance with the provisions of the Work Health & Safety Act 2011, be attended to by the Developer prior to the formation of the Owners Corporation.

Subsequent annual registration is to be attended to by the Owners Corporation, as required by the Work Health & Safety Act 2011.

Insurance

It was unanimously resolved that the Owners Corporation should insure the development through Arthur J Gallagher Insurance Brokers with Strata Community Insurance as follows:

Buildings & Common Contents:	\$ 114,000,000.00
Loss of Rent:	\$ 17,100,000.00
Public Liability:	\$ 30,000,000.00
Voluntary Workers Personal Accident:	\$ 200,000.00
Workers Compensation:	As per Act

Bank Account

It was unanimously resolved that the Owners Corporation should open a bank account with Macquarie Bank, in the name of The Owners of Units Plan 4421, such account to be operated by the Managing Agent.

Plans & Certifications

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

Executive Committee

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

Administration Budget

It was unanimously resolved to accept the proposed budget as presented, being applicable to the following periods:

Initial Financial Period: 16 March 2018 to 28 February 2019

Revenue

Levies Due--Admin	1,303,560.00
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<i>Total revenue (Including GST)</i>	1,303,560.00
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Less expenses

Admin--Accounting	1534.50
Admin--Bank Charges --Account Fees	450.00
Admin--Contingencies	2,700.00
Staff -- Contract Building Manager	81,818.18
Admin--Inflation Allowance	25,560.00
Admin--Management Fees	165,454.55
Admin--Management Set Up Fee	5,000.00
Admin--Professional Reports	19,800.00
Admin-- Software Charges	9,450.00
Admin--Training	9,000.00
Insurance--Excess/Payouts	7,200.00
Insurance--Premiums	66,150.00
Maint Bldg--Car Park Exhaust and Ventilation	3,600.00
Maint Bldg--Cleaning	183,244.00
Maint Bldg--Cleaning--Carpet/Furniture	27,000.00
Maint Bldg--Cleaning--Garbage bins	4,500.00
Maint Bldg--Cleaning--Garbage Chute	9,000.00
Maint Bldg--Cleaning--Windows/Glass	49,500.00
Maint Bldg--Electrical Lamps & Tubes	2,700.00
Maint Bldg--Equipment	23,500.00
Maint Bldg--Exhaust/Ventilation Systems	19,800.00
Maint Bldg--Fire Protection	18,000.00
Maint Bldg--Garage Doors	3,600.00
Maint Bldg--General Repairs	18,000.00
Maint Bldg--Gym Equipment	14,195.10
Maint Bldg -- Hire/Leasing of Equipment	30,000.00
Maint Bldg--Lift	22,500.00
Maint Bldg--Pumps	3,150.00
Maint Bldg--Security	4,500.00
Maint Grounds--Lawns & Gardening	9,180.00
Maint Grounds--Pool	18,000.00
Maint Grounds--Spa	7,200.00
Utility--Electricity	135,000.00
Utility--Gas	27,000.00
Utility--Telephone/Internet	2,700.00
Utility--Waste Management	25,068.22
Utility--Water & Sewerage	130,000.00

<i>Total expenses (Excluding GST)</i>	1,185,054.55
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Sinking Fund Budget

Sinking Fund Contribution – Year 1: Nil.
Year 2: As Per Report

Gym equipment purchase

The meeting noted that the gym equipment has been provided by the Developer for establishment of the property, and that the Corporation shall reimburse the Developer for the equipment for a sum of \$66,759 including GST.

Access to Common Property

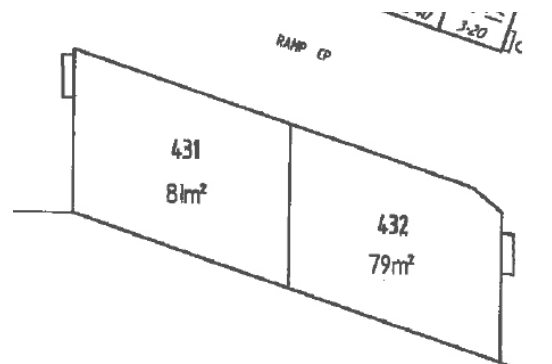
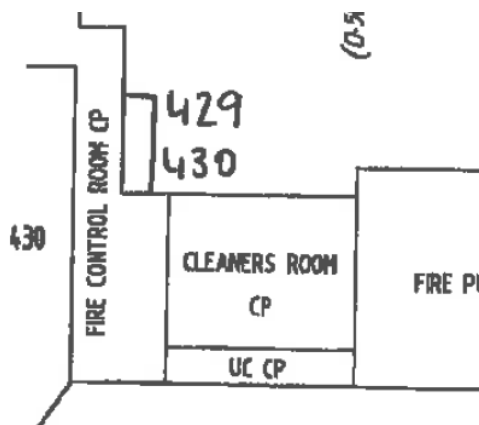
It was unanimously resolved that the builder, and their employees agents and contractors be granted such access rights to the Common Property as is necessary to finish the uncompleted building works. As a condition of such access the builder is required to make good any damage to the Common Property or buildings on the land and remove any rubbish or debris, and maintain appropriate public liability insurance and contract works insurance in respect of the uncompleted buildings.

Other Business**SPECIAL PRIVILEGE – UNOPPOSED RESOLUTION – AIR CONDITIONING UNITS:**

It was unanimously resolved that pursuant to Section 22 of the Unit Titles Act the following special privilege would be granted:

The commercial lots 429, 430, 431, 432 and 433 be granted a special privilege for exclusive use of common property, and approval to install air conditioning equipment, in the locations marked on plans annexed to these minutes. It was noted that:

- Prior to any work being carried out, unit owners must provide documentation from a certifier demonstrating that a proposed air conditioner installation is compliant with all relevant laws, codes and standards in force in the Territory.
- Unit owners are solely responsible for the costs of installation, certification, servicing, and securing air conditioning units.
- Works associated with the installation, including drilling through common property walls or slabs must be notified to, and approved by, the Owners Corporation prior to works commencing.





The commercial lots 427 and 428 be granted a special privilege for exclusive use of common property, and approval to install air conditioning equipment in a location to be determined with further consultation with stakeholders and the relevant professionals. It was noted that:

- Prior to any work being carried out, unit owners must provide documentation from a certifier demonstrating that a proposed air conditioner installation is compliant with all relevant laws, codes and standards in force in the Territory.
- Unit owners are solely responsible for the costs of installation, certification, servicing, and securing air conditioning units.
- Works associated with the installation, including drilling through common property walls or slabs must be notified to, and approved by, the Owners Corporation prior to works commencing.

First Annual General Meeting

It was noted that the First Annual General Meeting must be held within 90 days of registration of the unit plan.

Address for service of notices

The mailing address for the body corporate would be registered as PO Box 3537, Manuka ACT 2603

Closure

There being no further business the meeting closed at 2.00pm.

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners—Units Plan No 4421 [insert number]

A2 General meeting

Date (or dates) of general meeting
at which the reduced quorum
decision or decisions were made—

13 June 2018

Tick applicable box, or both boxes if applicable:

☒ Regularly convened

The general meeting was regularly
convened (not following any
adjournment under UTMA s 3.9(3)
or (6)(a), part 3.1, schedule 3).

☐ Convened after
adjournment

The general meeting was convened
following an adjournment or
adjournments (under UTMA
s 3.9(3) or (6)(a), part 3.1,
schedule 3).

A3 Reduced quorum decisions

[If there is insufficient space here, tick ☒ and attach details to the notice]

Date of decision	Full text of reduced quorum decision
<u>13 June 2018</u>	

A4 Owners corporation declaration

The information in this notice has been recorded on the following date from details
shown in the records of the owners corporation.

20 June, 2018.....[insert date of affixing of seal]

[Affix owners corporation seal in accordance with the corporation articles]





[†] In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B General information

B1 What is a reduced quorum decision?

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

There are 2 types of ***reduced quorum decision***, requiring different reduced quorums.

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a ***standard quorum*** for the motion (see above) is not present a reduced quorum decision may be made if a ***reduced quorum*** (see next point) is then present for consideration of the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- At a regularly-convened general meeting, a ***reduced quorum*** means 2 or more people present at the meeting and entitled to vote on the motion (UTMA s 3.9 (2), part 3.1, schedule 3).
- A reduced quorum is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTMA s 3.9 (2), part 3.1, schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a ***standard quorum*** for the motion (see above) nor a ***reduced quorum*** (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3), part 3.1, schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a ***reduced quorum*** made up by *anyone* then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (6) (a), part 3.1, schedule 3).
- Such a reduced quorum (of *anyone* present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also ***reduced quorum decisions*** (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 *When does a reduced quorum decision take effect?*

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

Reduced quorum decisions may be disallowed by petition (UTMA, s 3.11 (3), part 3.1, schedule 3).

The petition must—

- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of effect (see B2 above).

B4 *How may reduced quorum decisions be confirmed?*

- A reduced-quorum decision may be confirmed by a general meeting of the owners corporation held before the decision's date of effect (see B2 above).
- For the confirmation to be valid, a standard quorum must be present when the confirmation motion is considered at the later general meeting (see B1 above).
- If a decision is confirmed, it takes effect from the date of the later general meeting whether or not a petition is given to the owners (UTMA s 3.11 (4), part 3.1, schedule 3).

B5 *How may reduced quorum decisions be revoked?*

- A reduced-quorum decision may be revoked by a general meeting of the owners corporation held at any time, whether or not the decision has earlier been confirmed.
- A revocation is valid whether a standard quorum or a reduced quorum is present when the revocation motion is considered (see B1 above; UTMA s 3.11 (5), part 3.1, schedule 3).

MINUTES OF THE FIRST ANNUAL GENERAL MEETING

Units Plan 4421
“INFINITY”

Held:

5:30 pm, Wednesday 13th June 2018

Venue:

Gungahlin Lakes Club,
110 Gundaroo Dr, Nicholls ACT

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS – UNITS PLAN 4421 HELD ON WEDNESDAY 13 JUNE AT THE GUNGAHLIN LAKES
CLUB, GUNDAROO DRIVE, NICHOLLS**

**As a standard quorum was not present the decisions taken at the Meeting were Reduced
Quorum decisions in accordance with Schedule 3 Part 3.1 Section 3.11 of the Unit Titles
(Management) Act 2011.**

REPRESENTATIVES PRESENT FOR: Lots: 7, 40, 47, 75, 77, 91, 102, 104, 146, 182, 193, 196,
202, 203, 209, 210, 229, 234, 237, 239, 257, 258, 259, 267, 270, 282, 291, 293, 296, 305,
315, 319, 355, 384, 405, 407, 420, 422, 423, 425, 426 & 427

PROXIES:

IFO The Chairman: Lots 49, 129, 140, 204

ABSENTEE FORMS FOR: Lots 343

APOLOGIES: Lot 204

RAINE & HORNE REPRESENTATIVES: Robert Craven, Konika Elphick, Peter Majdandzic,
Dimitri Chronopoulos and Sam Schmidt

UP 4421 - Infinity

2018 First Annual General Meeting Minutes

Chairperson

Mr T Dunn chaired the meeting

Approval of Inaugural Meeting Minutes

Motion 1: "That the minutes of the Inaugural Meeting held on 16 March 2018 be adopted." **Motion Carried**

The meeting requested that the Executive Committee further investigate the payment of the gym equipment, as some owners believed that this was on the inclusion list and should not be repaid by the Owners Corporation.

Financial Statements

Discussion of Financial Statements was held and a number of budget line items were clarified.

It was noted that Levy Due Dates are: 16 March, 16 June, 16 September & 16 December 2018

Insurance

Motion 2: "That the Executive Committee be authorised to place and adjust the insurance policies of the Owners Corporation in accordance with statutory requirements" **Motion Carried**

Election of Executive Committee

Motion 3: "That the Owners Corporation create 10 Executive Committee Positions until the next Annual General Meeting" **Motion Carried**

Ms V Dalton (Unit 77), Mrs A Breddels (Unit 146), a representative of Infinity Towers Development Pty Ltd (Unit 172), Ms B Burrige (Unit 182), Mr I Rostami (Unit 202), Mr T Dunn (Unit 229), Mr K Atkins (Unit 257), Mr C Walker (Unit 422), Ms A Lemaitre (Unit 423) & Mr A Flaherty (Unit 427) were elected to the Committee.

Rule Changes

Motion 4: (Special Resolution) – "To amend the default Rules in accordance with the attached – appendix A." **Motion Carried**

It was noted that a set of House Rules will be derived by the Executive Committee for approval of the Owners Corporation at the next Annual General Meeting. The meeting requested that a flooring policy be adopted.

General Business

Hot Water

Some owners noted that they are experiencing inconsistent hot water supply. It was requested that owners report each incidence to the Managing Agent so that this can be further investigated.

Balustrade Balcony Gap

Some owners are unhappy with the size of the gap between the balustrade on unit balconies. The Incoming Executive Committee to investigate a possible solution to fill the gap be sought so that there is uniform appearance for any units that choose to undertake this work.

Carpark Signage

It was noted that several owners had contacted the Managing Agent with a request to install traffic management signage in the carpark. The Executive Committee to progress.

Roof Netting

Some residents on level 5 had experienced issues with birds dropping rocks from the roof onto their courtyards, causing tiles to break. Geocon advised that they would be installing netting on the roof so that birds would be unable to take the rocks and repairing any damaged tiles.

Information for Residents

It was requested that a letter be sent to residents educating them on basic information on living in Strata, with a focus on what items to not flush down toilet, to secure items on balconies and to not throw cigarette butts or rubbish over balconies or onto Common Property.

Communication to Owners

Owners present requested that the Executive Committee be mindful of updating all owners on progress with items at Infinity throughout the year.

With no further business the meeting closed at 8:15 pm

UP4421 – Infinity
Executive Committee Meeting
6:00 pm, Wednesday 14 November 2018
Alfresco Area

Members Present

Ms V Dalton, Mrs A Breddels, Ms B Burrige, Mr T Dunn, Mr K Atkins, Ms A LeMaitre, Mr A Flaherty representing Reef Financial Services & Ms K Taylor representing Infinity Towers Development Pty Ltd.

In Attendance

Miss K Elphick, Mr P Majdandzic and Mrs H Gullett representing Raine & Horne Strata

Apologies

Dr I Rostami, Mr C Walker (proxy to Ms A LeMaitre), & Mr D Chronopoulos.

1. Approval of Previous Minutes

The minutes of the meeting held 10 October 2018 were confirmed as an accurate record of the meeting.

2. Executive Committee Policies

Pet Applications

The meeting agreed to approve the received pet applications from Units 182 and 217.

Ray White Canberra Fob Programming Request

The meeting agreed that Ray White Canberra can receive one fob that will provide access to all of the units they manage.

3. Treasurers Report

The committee was introduced to H Gullett who is the Accounts Manager for Raine & Horne Strata. It was agreed that Holly will issue a monthly financial report that will be placed on the Owners Portal.

Dr I Rostami advised the committee prior to the meeting that he will be temporarily relocated and the meeting agreed to elect Mr K Atkins to the position of treasurer whilst he is away.

4. Facilities Report

The committee agreed to a list of issues with proposed solutions being issued fortnightly via email so that decisions can be made out of session. Any decisions will be ratified at the following committee meeting.

Emergency Evacuation Planning and Training

The meeting agreed to no longer proceed with WERP and to engage Prensa. Further information from the ACT Fire Brigade regarding the requirements needed for the training will be supplied to the committee once received.

Car park, Sky Park and Pool Signs

The committee will be issued with proposed signage for the pool as well as “tow away” signs for the cul-de-sac, a decision can be made out of session. The meeting agreed to the installation of signs as per the map previously issued for the carpark.

Painting of Kerb Tops

The meeting agreed for the painting of the front faces of the curbs. Painting of the curb tops will be discussed at a later date if necessary.

Weight Plates – Rubber Edging

The meeting was advised that advice has been received that the metal edging on the weight plates may cause the machines to deteriorate quicker than if there was rubber edging.

Carpet Cleaning

The meeting agreed to the purchase of a carpet cleaner pending further quotations and warranty information.

Lift Programming

KONE attended on 9 November and changed the software in the lifts, it was noted that Tower A has improved however there has been no change in Tower B. There are still issues with allowing guests access and this will be passed along to Blitz Security for further action.

Sinking Fund Forecast Report

The meeting was advised that a Sinking Fund Forecast Report will need to be completed for Infinity. A 10, 15- or 20-year plan can be commissioned at the request of the committee. The committee agree to hold an additional meeting to discuss this further.

Plumbing Tender

The meeting agreed that Laser Plumbing should be engaged following the end of the Developer Liability Period.

Pool Plant Room Noise

The meeting agreed that the installation of timers to turn the heating of the pool off at night would affect the temperature of the pool and that this would affect more residents than the noise of the pump. It was resolved that no further action is to take place.

Lift Button Replacement

KONE has agreed to replace the vandalised lift buttons at no cost to the Owners Corporation, this will be completed after the CCTV installation.

Timber Slats in Lobby

The meeting agreed to using silicone to glue the slats to the walls so that they cannot be moved by residents.

Pool Cleaner

The meeting discussed the purchase of a robotic pool cleaner and agreed to monitor this and discuss purchase at a later date if necessary.

Lift Shut Down in Peak Times

Norris cleaning have requested the purchase of more recycling bins to assist with waste management. P Majdandzic is investigating engaging a commercial recycling company to collect the recycling.

Pool Tiles

Geocon have confirmed that the underlay of the tiles is compliant, the lifted tiles have been replaced.

5. Building Managers Report

Mr D Chronopoulos was not in attendance and no report was presented.

6. General Meeting

The meeting was advised that the agenda has been changed to reflect the levy amount of \$55,000.00 and to allow the committee to determine the best contractor. The agenda will be distributed prior to close of business Friday November 16. The due date for the levy will be 21 January, 2019.

7. General Business

Building Manager; Position Description

The meeting was advised to contact Mr D Chronopoulos if they noticed an issue at the complex that needed to be immediately resolved. All other items can be sent to Miss K Elphick to distribute to the appropriate person.

Unit 92 misuse of visitor parking

A breach notice was not issued to the unit due to the property managers responsiveness to the issue.

Balustrade Gap

As no response has been received to correspondence requesting a solution to the gap, Ms K Taylor agreed to contact System Windows.

Ongoing maintenance of the grass fronting Gundaroo Drive

It was requested that TCCS be contacted to request that maintenance of the verge be their responsibility due to the size of the land.

8. Outstanding Actions

Repair of damaged notice board doors in tower B lifts

The vandalised notice boards have been replaced and it was agreed that there would be no further replacements until CCTV installation.

Locking of tower lobbies

The meeting approved the quotation received from Class Locksmiths for \$359.00 to rectify this issue.

Unit 352 Access Canberra complaint

No further correspondence has been received in relation to the complaint made to Access Canberra.

Due to time constraints the meeting agreed to discuss further items via email and ratify decisions at the next meeting.

Unit 217 bamboo screening

Damage to common property/stolen items from gym and alfresco

Push/Pull signs

The meeting closed at 8:35 pm

UP 4421 – Infinity
Executive Committee Meeting
6:00 pm, Wednesday 12 September 2018
Alfresco Area

Members Present

Ms V Dalton, Mrs A Breddels, Ms B Burrige, Dr I Rostami, Mr T Dunn, Mr K Atkins, Mr C Walker, Ms A LeMaitre, Mr A Flaherty representing Reef Financial Services & Ms K Taylor representing Infinity Towers Development Pty Ltd.

In Attendance

Miss K Elphick, Mr P Majdandzic and Mr D Chronopoulos representing Raine & Horne Strata

Apologies

Nil

1. Approval of Previous Minutes

The minutes of the meeting held 8 August 2018 were confirmed as an accurate record of the meeting.

2. Executive Committee Policies

Unit 71 Awning Request, Unit 223 Parking Barrier Application

The requests will be tabled at the next meeting pending further information from the owners of each unit.

Unit 229 Mural Application

The meeting ratified approval that was granted to the 20th of August for Unit 229 to have a mural painted on their balcony wall. It was noted when granting approval that the mural would not be visible from the street and that all future applications will be assessed by the Executive Committee on a case by case basis.

Unit 427 Commercial Fit Out Request

The meeting approved the fit out request however requested that if any core drilling is to take place, an engineer assess if this will affect the structural integrity of Infinity.

Unit 432 Commercial Fit Out Request

The meeting approved the fit-out request on the condition that an engineer assess the core drilling that has taken place. It was noted that the owner had begun works prior to receiving approval and that they would be responsible for costs associated with certifying the works and costs associated with members of the Raine & Horne Strata team attending both in and out of hours as a result of the unauthorised works. The committee thanked Mr P Majdandzic for his work and support on this matter.

Unit 92 - Misuse of Visitor Parking

The meeting was advised that the property manager has issued the tenants with a notice to remedy and that the tenants now have 7 days to cease the behaviour before this can be escalated further. Miss K Elphick will be notified within 5 days on if the behaviour has continued and the committee agreed to issue a breach notice if required.

Unit 278 fob programming request

The meeting agreed that Unit 278 can have an additional floor added to the programming of their fob.

Pet Applications

The meeting agreed to approve the received pet applications from Units 2, 78, 83, 89, 234, 261, 264, 269, 282 and 294. The meeting agreed to approve the application from Unit 242 however noted that two complaints had been received as the animals have been left unattended on common property and barked consistently through the day. If a third complaint is received, approval will be rescinded.

Waste bin cleaning

The meeting agreed to proceed with quotation provided by ACT Wheelie Clean to the amount of \$2,020.00 for cleaning of the bins.

3. Building Managers Report

Mr D Chronopoulos advised the meeting that Infinity was running smoothly and requested that a further notice board be ordered so that notice boards can be placed in the alfresco room and the gym, the Committee agreed to the proposal.

4. Treasurers Report

The meeting was advised that some units are currently in arrears due to Raine & Horne Strata not being notified of settlements prior to the second levy being issued, owners have been contacted in order to resolve.

It was noted that when possible the cost of the call out for attendance for a false fire alarm is recovered from the responsible unit.

5. Building Security

The meeting requested that the doors that access each level from the car park be programmed to only provide access with a fob during all hours.

6. Balustrade Gap

The meeting agreed that the letter drafted by Mr K Atkins be issued to Geocon, and requested that the certifier be contacted and requested to provide the applicable legislation used to determine the gap to be compliant. It was agreed that the response from Access Canberra regarding the complaint received will assist in providing clarification on the issue. The meeting thanked Mr K Atkins for his work on this issue.

7. Lift Programming

The meeting was advised that KONE are attempting to find the bug in the software that is causing the lift programming issues, the committee requested that correspondence be issued to residents advising that it will be rectified as soon as possible.

8. Pool heating

The meeting was advised that the pool heating will be active from the 1st of October, a notice to residents will be issued once active.

9. Emergency Evacuation Planning and Training

The meeting agreed to proceed with quotation provided by WERP to the amount of \$12,500.00 for emergency evacuation planning and training over three years.

10. Sanitary Bins

The meeting agreed to proceed with quotation provided by Flick Anticimex to the amount of \$1,295.58 for sanitary bins.

11. Fire Alarm Monitoring

The meeting agreed to proceed with quotation provided by ADT Fire Monitoring to the amount of \$2,255.00 for fire alarm monitoring.

12. General Business

Facebook Page

This will be discussed further at the next committee meeting.

Underpinning

Mr K Atkins advised the meeting that he was still awaiting a return phone call from Sellick Consultants. It was agreed that if contact had not been made by the end of the week a drone may be used to take photos of the building.

422 Fob Request

The meeting agreed that a third fob can be given to Unit 422 as they did not receive all fobs upon settlement.

Unit 392 Complaints Received

The meeting was advised that the residents of Unit 392 have been seen throwing cigarettes and beer bottles from their balcony. Contact has been made with both the owner and the property manager who agreed that this behaviour is unacceptable and that a notice to remedy will be issued. Should the matter need escalating, the committee agreed that a breach notice can be issued.

General Meeting

It was agreed that the proposed House Rules be issued to all owners for further feedback and that a draft agenda for the General Meeting be discussed and approved at the next committee meeting.

Master Key

The meeting requested that Geocon supply the committee with further details on who holds master keys for Infinity.

The meeting closed at 8:00 pm

UP 4421 – Infinity
Executive Committee Meeting
6:00 pm, Wednesday 10 October 2018
Alfresco Area

Members Present

Ms V Dalton, Mrs A Breddels, Ms B Burrige, Dr I Rostami, Mr T Dunn, Mr K Atkins, Mr C Walker, Mr A Flaherty representing Reef Financial Services & Ms K Taylor representing Infinity Towers Development Pty Ltd.

In Attendance

Miss K Elphick representing Raine & Horne Strata

Apologies

Ms A LeMaitre (proxy to Mr C Walker), Mr P Majdandzic & Mr D Chronopoulos.

1. Approval of Previous Minutes

The minutes of the meeting held 12 September 2018 were confirmed as an accurate record of the meeting.

2. Executive Committee Policies

Unit 71 Awning Request

The owner has opted to purchase awnings from IKEA as a solution.

Unit 223 Parking Barrier Application

The owner has decided to not pursue this further.

Pet Applications

The meeting agreed to approve the received pet applications from Units 271 and 274.

Car park, Sky Park and Pool Signs

Dr I Rostami is to complete a walk-through of the basement with Mr D Chronopoulos to mark any areas that need signage, the final plan for the signage will be sent to the Committee for further approval. The meeting requested “No Animals” signs for the Sky Park and Pool as well as “No Parking” signs for the end of the cul-de-sac be added to the quotation.

Reduction of Sensitivity on Fire Alarm Sensor

The meeting agreed to reduce the sensitivity of the sensor in the car park to reduce the risk of the alarm being falsely triggered.

Quarterly Waste Bin Cleaning

The meeting agreed to quarterly waste bin cleaning without the committee being provided quotations as long as the works are within budget.

Internet in Building Managers Office

The committee approved the installation of an internet connection in the Building Managers office at a cost of \$60 month.

3. Building Managers Report

Mr D Chronopoulos was not present however the meeting was notified that a quotation for extra recycling bins has been requested and the notice boards in the alfresco area and the gym have been installed.

4. Treasurers Report

Dr I Rostami advised that the financials are in order.

5. House Rules – Feedback from Owners

The meeting discussed the feedback that had been received from owners and amended the proposed house rules accordingly.

6. Approval of General Meeting Agenda

The general meetings agenda will be approved via email prior to the next committee meeting pending further information in relation to the CCTV installation. The proposed date for the meeting is Monday November 19.

7. Change in Cleaners Schedule

The meeting was advised that in order to keep the expenditure for the cleaning within budget the cleaners hours have been shortened during the week to ensure that there can be the necessary weekend attendance.

8. General BusinessFacebook Page

The meeting decided to not create a Facebook page, this may be discussed further at a later date.

Master Keys

Ms K Taylor advised that Geocon hold master keys in their office and are signed out when necessary. The keys will be destroyed when they are no longer in use. Ms K Taylor and Miss K Elphick will further discuss this.

Covers for Notice Boards

The meeting agreed to purchase new covers for the notice boards as well as new doors to assist with replacing covers at the cost of \$230. The covers in Tower B will be replaced and spares kept on site.

Emergency Evacuation Planning and Training

The meeting was advised that obtaining the plans has been delayed pending further advice from the ACT Fire Brigade.

Request for Pictures of Outdoor Furniture

The meeting agreed to approve the request from Unisite Group to photograph the furniture in the Sky Park for broadcast on their business social media pages.

Dumping of Rubbish

Ms V Dalton advised the meeting of issues on her level in relation to the incorrect disposal of rubbish. It was noted that Mr D Chronopoulos and the cleaners spend a significant amount of time on this. Further communication will be issued to residents.

Cleaning Items in Gym

The meeting noted that the cleaning items have yet to be installed.

Signs for The Gym and Alfresco Area

The meeting requested that laminated signs be placed in the gym advising residents that they must use towels when training and wipe equipment after use. A sign is to be installed in the alfresco area advising no cooking can take place in the room as it will trigger the fire alarm.

Fob Programming Request

The meeting agreed that Unit 182 can be granted access to the Tower B lobby.

General Letter

A letter will be issued advising of the pool and sky park rules, a reminder that an application form must be completed for pets and correct disposal of rubbish in the chutes and recycling rooms.

Alfresco Area Booking

The meeting requested a booking system in the alfresco area be trialled, residents are to email Raine & Horne Strata with the date and time they wish to use the room and a calendar is to be placed in the notice board with the scheduled events.

Class Locksmiths Quotation

The meeting requested that further explanation on the works be provided.

Nature strip

The meeting queried if the nature strip is being maintained as it has been noted that the grass appears to be dying.

Damaged Swipe Reader

The meeting was advised that a vehicle drove into the swipe reader located outside of Tower B, it was agreed that costs of repairs would be forwarded to the person responsible.

Lift Programming

The meeting requested that during business days residents contact Raine & Horne Strata with any noted lift issues and over the weekends contact Kone directly. It was agreed that there was not seen to be improvement with the programming errors.

The meeting closed at 8:20 pm

UP 4421 – Infinity
Minutes of Executive Committee Meeting
6:00 pm, Wednesday 8 August 2018
Alfresco Area

Members Present

Ms V Dalton, Mrs A Breddels, Dr I Rostami, Mr T Dunn, Mr K Atkins, Mr C Walker, Ms A LeMaitre, Mr A Flaherty representing Reef Financial Services & Ms K Taylor representing Infinity Towers Development Pty Ltd.

In Attendance

Miss K Elphick and Mr P Majdandzic representing Raine & Horne Strata

Apologies

Ms B Burrridge Mr D Chronopoulos

1. Approval of Previous Minutes

The minutes of the meeting held 4 July 2018 were confirmed as an accurate record of the meeting

2. Executive Committee Policies

Unit 71 Awning Request, Unit 223 Parking Barrier Application and Unit 431 and 432 Commercial Fit Out Request

There was no further information on the request and will be tabled at the next meeting pending further information from the owners of each unit.

Pet Applications - Unit 86 and 423

The meeting agreed to approve the received pet applications from Unit 86 and 423.

Unit 352

The meeting discussed the incident that occurred in Unit 352 and the committee agreed that the Owners Corporation would not be responsible for the costs of any rectification works internal to units and that the owners should lodge claims against their contents insurance.

3. Building Manager Report

Mr D Chronopoulos was not present and as such was unable to present a report to the meeting.

4. Storage Cage Applications

The meeting agreed to place a motion to the next General Meeting for the blanket approval for the special privilege of common property for the erection of storage cages, with the EC delegated authority to approve the location of each unit.

5. House Rules Update

Ms K Taylor suggested changes to the House Rules, the meeting agreed to these changes in principal and further approval from the committee will be sought via email.

6. Gym Equipment and Common Area Specs

Geocon have confirmed that they will be ordering weights for the smith machine and will be covering the cost of purchasing the gym equipment. It was noted that the equipment supplied varies slightly from the inclusion list and this is due to the space available.

It was brought to the attention of the Committee that several items varied from the inclusion list:

Spa Size – it as noted that in the inclusion list the size of the spa is 6m x 6m however the spa is 3m x 3m. Mr K Taylor confirmed that the spa size was governed by DDA compliance for access and mobility near the ramp and around the pool and spa areas.

BBQ's – It was noted that four BBQs were listed as inclusion items for the Sky Park with two provided. Ms K Taylor said that the placement of two additional BBQs may be challenging due to the layout of the Sky Park, she noted that two commercial grade electric BBQs were provided instead of four with the reasoning being that they are of higher quality and require lower maintenance for long term users.

7. Balustrade Gap

System Windows have confirmed that placement of a steel flat bar may be a solution to lessen the gap, further information on this has been requested.

8. Access Control System

The meeting agreed to proceed with quotation provided by Blitz Security to the amount of \$2,729.10 for access control system.

9. Lift Programming

The meeting was advised that Kone have advised that they will have the lift issues resolved within four weeks.

10. Building Managers Office – Air Conditioning

The meeting agreed to proceed with Elite Heating & Cooling pending confirmation that they would meet the quotation provided by Pacific FM.

11. General Business

Unit Entitlements

The meeting discussed the unit entitlements at Infinity.

Geocon signage application

The meeting agreed to the installation of signage however decided to revisit the application in three months depending on the number of units still on the market.

Request for signage guiding visitors to each foyer entrance

The meeting agreed that the installation of signage showing foyer locations would be useful for visitors to the complex, and discussed placing a map of Infinity at the front of the complex.

Garage door timing

A request has been made for the amount of time the garage door remains open to be decreased, however it was noted that this may not stop the issue of tailgating as members of the EC have witnessed cars drive forward so that the bonnet of the car triggers the sensor of the door to stay open.

Car park traffic control

Dr I Rostami agreed to meet with Mr P Majdandzic on site to discuss what signage should be placed throughout the car park.

Carpet cleaning

Quotations will be submitted to the committee for consideration pending further responses to the tender requests.

Fob delivery change

The meeting was advised that owners can now only collect fobs from the Raine & Horne Strata office, or directly from the Building Manager as some fobs have gone missing out of letterboxes.

CORE underpinning

The committee discussed the underpinning application that was presented to CORE and requested that a dilapidation report for the whole of Infinity be provided by CORE.

Cleaning items in gym

The committee approved the purchase of cleaning items to be placed in the gym

The meeting closed at 8:15 pm

UP 4421 – Infinity
Minutes of Executive Committee Meeting
5:30 pm, Wednesday 4 July 2018
Alfresco Area

Members Present

Ms V Dalton, Mrs A Breddels, Ms B Burrridge, Dr I Rostami, Mr T Dunn, Mr K Atkins, Mr C Walker, Ms A LeMaitre, Mr A Flaherty representing Reef Financial Services & Ms K Taylor representing Infinity Towers Development Pty Ltd.

In Attendance

Miss K Elphick, Mr P Majdandzic and Mr D Chronopoulos representing Raine & Horne Strata

1. Election of Office Bearers

Chairman - Mr T Dunn

Secretary - Ms A LeMaitre

Treasurer – Dr I Rostami

2. Executive Committee Policies

Pet Applications

The meeting agreed to approve the received pet applications for Units 45, 77, 87, 107, 174 and 322.

Additional storage cage applications

The meeting postponed the approval of additional cages as this would affect the entitlements.

Unit 223 Parking Barrier Application

The meeting requested clarification from the insurance company regarding responsibility of risk from approving this application. There was concern that a key system barrier may interrupt the flow of traffic as the owners would need to stop their vehicle when entering and leaving the space and requested that an automatic barrier be investigated. It was agreed that any barrier should be placed in the centre of the car space and be tall to ensure visibility when reversing.

Unit 427 Signage Application

The application was approved.

Unit 237 Fob Application

The meeting declined the request as this would bring the total number of fobs held by the unit to 16.

Unit 66 Reimbursement Request

The meeting declined the reimbursement request as this would set a precedent for future requests.

Unit 432 Office Fit Out Application

The meeting agreed to take the intention of works on notice as further documentation is required prior to approval being granted.

Unit 71 Awning Request

As this application is the first of its kind and will set a precedence for other units, it was requested that further information be obtained prior to approval.

3. Communication to Owners & Residents

The meeting approved the purchase and installation of stainless steel notice boards in each lift and foyer.

Common Sense Letter

It was agreed that a common-sense letter should be sent to all owners and placed in notice boards, some of the items on the letter include, information on waste room locations, items that cannot be flushed, disposal of cigarette butts, what items need to be approved by the committee, gym etiquette, maintaining the security of the building (people tailgating), supervision of children and pets, reminder to clean up alfresco area after use and place items on storage cages

4. Building Managers Office

The meeting agreed in principal to the purchase of a computer system, installation of air conditioning and other equipment for the Building Managers office pending a final quotation for items.

5. Balustrade Gap

Mr T Dunn advised that the installation of decking is a possible solution for unit owners. As no response had been received from ABS Façade prior to the meeting, this will remain an agenda item for the next committee meeting.

6. Gym Items

The meeting was advised that Geocon had entered into a lease agreement on behalf of Infinity as the complex was unable to enter into one due to having insufficient financial history to do so. The equipment that has been supplied is of a commercial grade and typically has a longer life span than that of equipment generally provided. If instructed by the Committee Geocon can cancel the lease agreement and will provide new equipment. The committee decided to continue discussion of this at the next meeting and requested that the warranty and manuals for the equipment be obtained.

7. House Rules

Ms V Dalton, Dr I Rostami, Mr C Walker and Ms A LeMaitre volunteered to form a sub committee to work on the House Rules, with presentation to the rest of the committee once completed. It was requested that rules surrounding the gym and a restriction of the number of fobs for each unit be created.

8. Future Executive Committee Meeting Schedule & Location

Meetings to be held on the second Wednesday of every month at 5:30 pm.

9. General Business

Spare Tiles for Level 5

The purchase of a palette of tiles for level 5 at the cost of \$1,800.00 was approved.

Carpark Security

The meeting advised that there is an issue with people tailgating into the complex and requested that speeding up of the roller door be investigated.

Emergency Evacuation Procedures

Emergency management plans will be discussed further at the next meeting.

Carpark Signage

It was agreed that quotations for signage in the carpark be obtained, the meeting requested that the Building Manager paint the bumpers on the ramps with yellow reflective paint.

Parking Issues

It was noted that there have been issues of residents parking in spaces that are not allocated to them and have been utilising the visitor parking.

Airbnb

The meeting agreed to monitor the use of Airbnb at Infinity.

The meeting closed at 7:30 pm



Energy Efficiency Rating Certificate for a single dwelling*

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



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

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

Property Information

Unit 295 Block 2 & 3 Section 209
Street Address Gungahlin
Property Owner Geocon
Owner's Address

Energy Rating Assessor

Name Sulaiman Akbari Company Arc Essentials
Address 3 Lamilani Place, Bonner
Telephone 0468920700 Email arcessentials@hotmail.com
House Energy Rating software BERS PRO Version 4.2

Star Rating	Floor Area (m ²)		Loads (area adjusted MJ/m ² /annum)		
	Conditioned	Unconditioned	Heat	Cool	Total
8.5	50.6	5.2	42.9	11.4	54.3

Rating Elements

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

Roof				Reference Doc., No. and date
Construction Type	Insulation R Value	Colour - solar absorptance		
Concrete	Unit Above			
Ceilings				
Construction Type	Insulation R Value	Insulation description		
Concrete Plasterboard	Unit Above			
Floors				
Construction Type	Insulation R Value	Insulation description		
Suspended Concrete Slab	Unit Below			
Internal Walls				
Construction Type	Insulation R Value	Insulation description		
Cavity wall	None			
External Walls				
Construction Type	Insulation R Value	Colour - solar absorptance		
120 mm Concrete Lined	R 2.0 + Sarking	Medium		
Steel Frame Cavity Panel	Fire Rated	Between Units		
Steel Frame Cavity Panel	R 2.0 + Sarking	Units/Services Spaces		
Windows				
Glass identification, colour, thickness (mm)*	Frame Material*	Total U value	SHGC	Area (m ²)
Double Glazed Clear	Imp. Aluminium	4.30	0.58	10.1
*Total U-value and SHGC assessed for the combined effect of glass and frame; c; assessed by the relevant Australian Federation Rating Council (AFRC) protocol				
Carpets, Internal Window Coverings and Pellets (features included in the rating must have a degree of permanency) [Venetian blinds, Carpets to Bedrooms, Carpets to Living Areas, Tiles to Wet areas & Kitchen]-floor/window coverings included for EER purposes see inclusions for final allowances				
External Shading (eg pergolas, verandas, louvres, awnings etc) Shading Devices as per Plans				
Other features assisting in minimising energy usage for heating and cooling, air leakage and infiltration				
Orientation (from nominal north)	20	*glass colour, thickness and frame material are not separate factors in the thermal calculation and are listed for additional information.		
Terrain category	Climate 24			
Ventilated skylights				
Seals to windows and doors	Ext Doors & Windows Weather sealed			
Exhaust fans without dampers				
Vented downlights				

HOUSE ENERGY RATING

54.3 MJ/m²/ANNUM 8.5 STARS

21-03-2016

SULAIMAN AKBARI

SULAIMAN AKBARI
ASSESSOR

IMPORTANT NOTES ABOUT THIS AGREEMENT

The Residential Tenancies Act 1997 (ACT) and the Residential Tenancies Regulations (ACT) apply to this agreement. The Lessor and the Tenant must comply with these laws.

Before entering into a Tenancy Agreement

1. The Lessor must provide the Tenant with a copy of the proposed Residential Tenancy Agreement. The Tenant must be given a reasonable amount of time to consider the Agreement and to obtain appropriate advice, if necessary.
2. The Tenant must provide the Lessor with his or her full name.
3. The Lessor must provide the Tenant with the Lessor's full name and contract address. If the Agreement is being handled by a real estate agent on behalf of the Lessor, then you must provide the Tenant with the Agency's full name, the fact that they are acting as agent and if the agent is a company, then the person who can be contacted in relation to the tenancy.
4. The Lessor must provide the Tenant with a copy of **The Renting Book** about residential tenancies authorised by the Commissioner of Fair Trading on or before the commencement of this Residential Tenancy Agreement. We provide a copy of this freely available brochure in your Members Area. If the Lessor is unable to provide the Tenant with a copy of The Renting Book, the Lessor must inform the Tenant of the booklet's existence and where the Tenant may be able to obtain a copy.
5. The Lessor must give the Tenant a copy of an energy efficiency rating statement (if any) prepared for the habitable part of the premises.
6. If there:-
 - A. Is an asbestos assessment report for the premises and the lessor can obtain a copy of the report after taking reasonable steps—the Lessor must give the Tenant a copy of the report; or
 - B. Is no asbestos assessment report for the premises or the lessor cannot obtain the asbestos assessment report for the premises after taking reasonable steps— the Lessor must give the Tenant an asbestos advice for the premises if it was built on or before 1985.

7. If the Premises are under the *Unit Titles Act 2001*, the Lessor must provide the Tenant with a copy of the articles of the owner's corporation before the commencement date of this Residential Tenancy Agreement.

Once the Tenancy Agreement has been agreed to

The Lessor will need to:-

8. Arrange for a *Bond Lodgement Form* to be completed and signed by all parties where the Tenancy Agreement stipulates that Bond is to be paid. Please note, you should only list the specific Tenants on the Form who have contributed to the Bond, as the bond will be returned directly to those persons at the end of the Tenancy. The Lessor cannot request more than an amount equal to **4 weeks rent for bond**.

The Lessor should lodge the bond received at the Office of Rental Bond's, or ORB. It must be lodged either within 2 weeks of receiving it from the Tenant or at the commencement of the tenancy, whichever date works out to be the later.

The Landlord may agree for the Tenant to lodge the bond directly with the ORB, however, the Tenant will not be entitled to possession of the premises until the Tenant has provided the Lessor with evidence that the bond has been paid.

9. Complete a Condition Report and provide the Tenant with 2 copies within 1 day of the Tenant taking possession of the premises.

The Tenant should sign the report without making any changes if the Tenant agrees with the accuracy of the report and return 1 copy to the Lessor. If the Tenant disagrees with any aspect of the report, then the Tenant should note their comments on the report, sign it and return 1 copy to the Lessor.

If the Tenant does not return a signed copy of the Condition Report to the Lessor within 2 weeks, then the Tenant may be taken to have agreed with the information that was included in the Lessor's report.

10. Provide the Tenant with an executed copy of this Residential Tenancy Agreement, signed by both the Tenant and the Lessor, for the Tenant to keep as soon as practicable after this Residential Tenancy Agreement has been executed by both parties, but in any case by no later than three (3) weeks from the date on which the Lessor receives the Agreement signed by the Tenant.

11. In the event that the Lessor does not provide the Tenant with a copy of the Agreement that has been signed by both parties, on or before the date on which the Tenant takes occupancy of the Premises, then this Residential Tenancy Agreement shall have full effect in the terms executed by the Tenant on occupation of the Premises or acceptance of the Rent by the Lessor.

This Residential Tenancy Agreement forms a written record of your Residential Tenancy. This Residential Tenancy Agreement forms a legally binding contract under the *Residential Tenancies Act 1997* for the Term specified and any extension thereof, so please ensure that you read all of its terms and conditions carefully and obtain appropriate advice, if necessary.

Standard Form
Residential Tenancy Agreement A.C.T.

(WHERE THE TENANCY TERM IS FOR 3 YEARS OR LESS)

This Agreement is in 2 parts:

Part 1 **Sets out the terms of the Agreement.**
Part 2 **Is the Condition of Premises Report**

PART 1

TERMS OF THE AGREEMENT

This Agreement is made 02/05/2018

Unit 295/1 Anthony Rolfe Avenue, Gungahlin ACT 2912

mutually agreed upon between

LESSOR: Leigh Gilbert
Phone No – 0410063526 Email leigh.gilbert@hotmail.com

AGENT: Private rental

AND

TENANT 1: Name: Christos Kremastos
Contact address: 10/18 Captain cook cres, Griffith, ACT 2603
Phone No 0415867649
Email. Ckremastos21@gmail.com

PREMISES

1. Lessor grants the Tenant the right to reside in and occupy the Premises located at Unit 295 Infinity towers Gungahlin ("**Premises**").
2. The Premises are partially furnished with whitegoods.
3. Furnishings are set out in the Condition Report (if included).
4. No more than **2 persons** may occupy the Premises as the Tenants at any one time. No unauthorised persons may occupy the Premises at any time and the Tenant shall immediately inform the Lessor, or the Lessor's Agent (as the case may be), of any additional person(s) occupying the Premises as the Tenant(s).

RENT

5. Rent is \$780 payable every fortnight starting on Wednesday 02/05/2018 ("**Rent**").
6. Next fortnightly payment \$780.00 will need to be paid before Wednesday 16th May 2018
7. The Tenant must pay Rent, in advance, on the Monday of every fortnight. The Lessor must not require an amount of rent paid in advance greater than 1 calender month.
8. Rent must be paid on time:
 - a) into the following bank account
 - b) Bank: St.George:
 - c) Account Name: Leigh Gilbert
 - d) BSB: 112-879
 - e) ACC: 155 440 203
 - f) Reference: Infinity towers
 - g) or any other bank account nominated by the Lessor or the Lessor's Agent (as the case may be).
9. Rent must be paid by the following method bank transfer (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here).

10. The Lessor and the Tenant may agree to amend the manner in which Rent is paid at any time, including agreeing that Rent may be paid electronically.
11. The Tenant must not use any Bond money to pay Rent for the last weeks of the tenancy period.
12. If Rent is paid in person to the Lessor or the Lessor's Agent, the Lessor or the Lessor's Agent shall provide the Tenant with a receipt at such time.
13. Where Rent is paid to the Lessor other than in person, a receipt must be provided or sent to the Tenant by post within one (1) week of receipt of the payment of the Rent.
14. A receipt for payment of shall specify:
 - a) the amount paid;
 - b) the date of payment;
 - c) the period in relation to which the payment is made;
 - d) the Premises in respect of which the payment is made;
 - e) whether the payment is for Bond or Rent; andif these particulars are not included in the receipt, the Lessor shall provide this information to the Tenant within four (4) weeks of a request by the Tenant to provide such particulars.
15. A receipt is not required to be given if the Tenant pays the Rent directly into an account nominated by the Lessor or Lessor's Agent.
16. Lessor must keep, or cause to be kept, a record of all payments of Rent by the Tenant for a period of not less than **twelve (12) months** following the termination of this Residential Tenancy Agreement.

INCREASES IN RENT

17. Except as provided by this Residential Tenancy Agreement and the *Residential Tenancies Act 1997*, Rent shall not vary from period to period.
18. Rent may not be increased at intervals of less than **twelve (12)** calendar months from either the beginning of this Residential Tenancy Agreement in the first instance, or, after that, from the date of the last increase. This restriction on any increase in Rent applies for so long as the identity of at least one (1) of the Tenants who occupy the Premises remains the same as at the time of the last increase.

19. The Lessor must give the Tenant eight (8) weeks notice in writing of any intention to increase the Rent and include in the notice the amount of the increase, and the date on which it is proposed to increase the Rent.
20. Tenant may apply in writing to the Tribunal for review of an excessive increase in the Rent.

NOTE: time limits within which to apply, as well as the meaning of excessive, is set out in the *Residential Tenancies Act 1997*.

On such application being made by the Tenant pursuant to clause 22, no increase in Rent is payable until so ordered by the Tribunal.

21. If the Tenant continues to occupy the Premises without applying to the Tribunal to review the increase in Rent, the increase in Rent takes effect from the date specified in the notice by the Lessor.
22. **If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give the Lessor three (4) weeks notice.**

TERM

23. The term of this Residential Tenancy Agreement is 12 months beginning on Saturday 21st April, 2018 and ending on 21st of April 2019 ("**Term**").
24. Unless this Residential Tenancy Agreement otherwise terminates in accordance with the *Residential Tenancy Act 1997*, this Residential Tenancy Agreement will continue as a periodic tenancy.

Or

25. **This Residential Tenancy Agreement will commence from 02/05/2018 and continue until terminated in accordance with the provisions of the *Residential Tenancy Act 1997*. The Lessor and the Tenant hereby agree that any Rent that may otherwise be payable by operation of section 7 of the *Residential Tenancy Act 1997*, prior to the day written above, is hereby waived.**

BOND

26. **Tenant must pay the Lessor or the Lessor's Agent, as the case may be, a Bond of \$1560.00 (being not more than four (4) weeks' Rent) before 02/05/2018**
27. Unless the Lessor and the Tenant otherwise agree that the Tenant shall do such; in accordance with the *Residential Tenancy Act 1997*, the Lessor shall lodge the Bond with

the Office of Rental Bonds within two (2) weeks after receipt of the Bond from the Tenant. In the event that the Lessor's Agent shall lodge the Bond with the Office of Rental Bonds, the Lessor's Agent must lodge the Bond with the Office of Rental Bonds within four (4) weeks after receipt of the Bond from the Tenant.

28. On receipt of the Bond from the Tenant:-

- a) the Lessor shall provide the Tenant with a receipt for such payment of the Bond.
- b) the Lessor and the Tenant will complete and sign a Bond lodgement form. Notwithstanding the foregoing, the Lessor will lodge the Bond with the Office of Rental Bonds regardless of whether or not the Tenant agrees to complete and sign a Bond lodgement form.

THE LESSOR AND TENANT MAY AGREE FOR THE TENANT TO LODGE THE BOND

29. If the parties agree that the Tenant is to lodge the bond, the following applies:

- (a) the Tenant must complete and sign the bond lodgment form provided by the Office of Rental Bonds and the Lessor must do the same;
- (b) the Tenant must lodge the bond and bond lodgment form with the Office of Rental Bonds;
 - (i) the Tenant must lodge the bond whether or not the Lessor signs the bond lodgment form; and
 - (ii) payment of the bond to the Office of Rental Bonds must be in cash, by bank cheque or by other means permitted by that office;
- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the premises to the Tenant and if this is the case, the Tenant must be able to take possession of the premises and receive the keys to the premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond (such evidence includes the receipt of the Office of Rental Bonds).

RENT AND BOND ONLY AS PAYMENT FOR THE TENANCY

30. The Lessor must not require any payment other than rent or bond for the following:-

- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
- (b) vacating of premises;
- (c) obtaining a key to the premises;

- (d) information on the availability of tenancies.

HOLDING DEPOSITS

31. The *Residential Tenancies Act* prohibits the taking of holding deposits.

PAYMENT OF COUNCIL RATES, LAND TAX, ELECTRICITY, GAS ,WATER AND OTHER CHARGES

32. The Lessor agrees to pay:
- a) council rates;
 - b) for water and sewage, other than excess water;
 - c) land taxes;
 - d) the cost of installing any meters to measure the supply of water, electricity or gas;
 - e) if the Premises are a unit under the *Unit Titles Act 2001*, all owner's corporation charges;
 - f) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
 - g) all services up to the time of measurement or reading at the beginning of the tenancy;
 - h) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
33. The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name;
34. The Tenant agrees to be responsible for all charges associated with the consumption of services supplied to Premises including:
- a) electricity;
 - b) for gas (and ensure that the gas bottle is full on termination of this Residential Tenancy Agreement);
 - c) for excess water; and
 - d) telephone.

35. In regard to clauses 32 and 33 herein, the Lessor shall arrange for all readings of measurement of services, other than any services that are connected in the name of the Tenant. The Tenant shall be provided with the opportunity to verify any readings of services undertaken by the Lessor or on the Lessor's behalf.

CONDITION REPORT

36. Within one (1) day of the Tenant occupying the Premises, the Lessor will provide the Tenant with two (2) copies of the Condition Report completed by the Lessor. The Condition Report must be on, or to the effect of, the condition report form published by the Territory.
37. The Tenant must examine and indicate in the Condition Report whether the Tenant agrees with items set out in the Condition Report.
38. The Tenant must return one (1) copy of the Condition Report to the Lessor within a period of two (2) weeks from the date on which the Tenant receives the Condition Report. The Tenant must sign the Condition Report provided by the Lessor indicating whether the Tenant has agreed or disagreed with the items set out in the Condition Report.
39. The Lessor shall retain a copy of the Condition Report for a period of not less than one (1) year following the termination of this Residential Tenancy Agreement.

CONDITION OF THE PREMISES

40. The Lessor must:
- a) ensure that the Premises are maintained in good repair;
 - b) if the Lessor owns, or controls, the common areas relating to the Premises, the Lessor must take reasonable steps to ensure that the common areas are maintained in good repair.
41. On the date that the Tenant takes possession of the Premises, the Lessor shall ensure that the Premises, including furniture, fittings and appliances (unless excluded from the Tenancy Agreement), are:-
- a) fit for habitation by the Tenant;
 - b) reasonably clean;
 - c) in a reasonable state of repair; and
 - d) reasonably secure.

42. An exclusion must be in writing and may, but need not, be included in the Tenancy Agreement (if in writing).

LESSOR AND TENANT MUST COMPLY WITH THE TERMS OF THE TENANCY AGREEMENT

43. This tenancy agreement is made under the *Residential Tenancies Act 1997*.
44. The Lessor and the Tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
45. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
46. A party to this tenancy agreement cannot contract out of it or out of the provisions of the *Residential Tenancies Act*, except as provided in the Act.
47. A fixed term tenancy must be for the single period specified in the tenancy agreement.
48. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
49. A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the *Residential Tenancies Act*.

COSTS AND PROCEDURES FOR ESTABLISHING TENANCY AGREEMENT

50. The Lessor is responsible for the cost of preparing and signing this Tenancy Agreement.
51. The Tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this Tenancy Agreement.
52. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the start of the tenancy.
53. The Tenancy Agreement must be signed by both the Tenant and by the Lessor (or by their authorised agents).
54. The Lessor must give a copy of the Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
55. If the Lessor does not return the Tenancy Agreement to the Tenant, as provided by clause 54, the Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the premises or acceptance of rent.

INFORMATION BOOKLET AND ARTICLES OF OWNERS CORPORATION

56. The Lessor must provide to the Tenant a copy of an Information Booklet about residential tenancies authorised by the Commissioner of Fair Trading before the commencement of this agreement.
57. If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
58. If the premises are a unit within the meaning of the *Unit Titles Act 2001*, the Lessor must give the Tenant a copy of the articles of the owners corporation before the commencement of this agreement.

CLEANLINESS AND CARE OF THE PREMISES

59. The Lessor must ensure that the Premises are in a reasonably clean condition and vacant on the date on which it is agreed between the Lessor and the Tenant that the Tenant will take occupation of the Premises.
60. The Tenant agrees:
- a) not intentionally or negligently damage the Premises, or to permit such damage to the Premises; and
 - b) to notify the Lessor of any damage as soon as possible; and
 - c) to take reasonable care of the Premises and their contents, and to keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

TENANT'S RIGHT TO QUIET ENJOYMENT

61. The Lessor or the Lessor's Agent will take all reasonable steps to ensure that the Tenant has quiet enjoyment of the Premises.
62. Unless otherwise agreed to herein, the Tenant shall have the exclusive right to possession of the Premises for the Term of this Residential Tenancy Agreement.

TENANTS ENTITLED TO USE OF THE PREMISES WITHOUT INTERFERENCE

63. To the best of the Lessor's knowledge, there is no legal impediment to the Tenant's use of the Premises as a residential premises;
64. The Lessor will not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises;
65. Unless otherwise agreed in writing, the Tenant has exclusive possession of the premises as described in this Agreement, from the date of commencement provided for in this Agreement.

USE OF THE PREMISES

66. Tenant agrees:

- a) only to make use of the Premises for residential purposes;
 - b) not to cause or allow the Premises to be used for any illegal purpose to the detriment of the Lessor's interest in the premises; and
 - c) not to cause or permit the Premises to be used in such a manner as to cause a nuisance or interference with the reasonable peace, comfort and privacy of any neighbours; and
 - d) not to leave the Premises vacant for more than three (3) weeks without first notifying the Lessor.
67. If the Premises are a unit under the *Unit Titles Act 2001*, the Tenant must comply with the articles of the owners' corporation, and with any notice served in accordance with such articles, to the extent that they are not inconsistent with the terms of this Residential Tenancy Agreement.

RIGHT TO ASSIGN OR SUBLET

68. Tenant must not assign or sublet the whole or any part of the Premises without the prior written consent of the Lessor.
69. Consent may be given at any time.
70. No rights in respect of the Premises may be created in any third party without the prior consent of the Lessor.
71. Lessor must not demand or receive any fee for the giving of the Lessor's consent, except in respect of fees, costs or charges incurred by the Lessor in relation to the preparation of a written assignment of this Residential Tenancy Agreement.

REPAIRS

72. The Lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the Tenancy Agreement.
73. The Tenant must notify the Lessor of any need for repairs. However, the Tenant is not required to notify the Lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
74. The Lessor is not obliged to repair damage caused by the negligence or willful act of the Tenant.
75. Subject to the above clauses, the Lessor must make repairs, other than urgent repairs,

within 4 weeks of being notified of the need for the repairs unless otherwise agreed.

76. if the Premises are a unit under the *Unit Titles Act 2001*, and the Tenant's use and enjoyment of Premises reasonably requires repairs to the common area, the Lessor shall take all reasonable steps necessary to ensure the owners' cooperation in order to make such repairs to the common area as soon as reasonably practicable.

URGENT REPAIRS

77. Tenant must notify the Lessor or the Lessor's Agent of the need for urgent repairs as soon as possible. After becoming aware of such need and, having regard to the nature of the reported problems, the Lessor or the Lessor's Agent must carry out such repairs as soon as possible after receipt of such notice.
78. The Lessor and the Tenant agree that if the Lessor cannot be contacted in the case of an emergency or if the Lessor fails to effect the urgent repairs as requested by the Tenant, the Tenant may arrange for the urgent repairs to be undertaken and the Lessor shall reimburse the Tenant, provided that the maximum value of the urgent repairs undertaken does not exceed five percent (5%) of the total Rent payable during the course of one (1) calendar year, so long as:
- a) The repairs are undertaken by the appropriate trades person named in this Residential Tenancy Agreement;
 - b) If the repairs cannot be carried out by the nominated trades person named herein, or such person is unavailable to make the repairs, the repairs are carried out by a properly qualified person/s of the Tenant's choosing;
79. If the repairs are arranged by the Tenant in accordance with these procedures, the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor directly;
80. If the Tenant does not act in compliance with clause 78, the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.
81. The following shall be deemed urgent repairs in relation to the Premises, its services or fixtures:
- a) a burst water service;
 - b) a blocked or broken lavatory system;
 - c) a serious roof leak;
 - d) a gas leak;

- e) a dangerous electrical fault;
- f) flooding or serious flood damage;
- g) serious storm or fire damage;
- h) a failure of the gas, electricity or water supply to the Premises;
- i) the failure of a refrigerator supplied with the Premises;
- j) a failure or breakdown of any service on the Premises essential for hot water, cooking, heating or laundering;
- k) a fault or damage likely to cause injury to person or property;
- l) a serious fault in any door, staircase, lift or other common area that inhibits or unduly causes inconvenience in gaining access to and use of the Premises;
- m) any fault or damage that makes Premises unsafe or insecure.

NOMINATED REPAIRER/S

- 82. In the event that emergency repairs are needed to the Premises, the Lessor or the Lessor's Agent can be contacted using the contact details stated in this Residential Tenancy Agreement.
- 83. Lessor's nominated repairs are:
- 84. Leigh Gilbert - 0410063526

ALTERATIONS AND ADDITIONS TO THE PREMISES

- 85. Tenant agrees:
 - a) not to make any additions or alterations to the Premises without the written consent of the Lessor, which consent must not be unreasonably withheld;
 - b) not to add any fixtures or fittings to the Premises without the written consent of the Lessor, which consent must not be unreasonably withheld;
 - c) to make good any damage to the Premises caused by the removal of any fixtures and fittings installed by the Tenant;
 - d) that any fixtures or fittings not removed by the Tenant before the Tenant vacates the Premises shall become the property of the Lessor.

LOCKS AND SECURITY DEVICES

86. Lessor agrees:

- a) to provide and maintain locks or other security devices necessary to keep the Premises and ancillary property reasonably secure;
- b) not to alter, remove or add any lock or other security device without the Tenant's consent or reasonable excuse;
- c) to immediately give the Tenant a copy of the key or opening device or information to open any lock or security device that is added or altered.

87. Tenant agrees:

- a) Unless in the case of an emergency, not to alter, remove or add any lock or other security device on the Premises or ancillary property without the Lessor's consent or reasonable excuse;
- b) to give the Lessor a copy of the key or opening device or information to open any lock or security device that is altered or added as soon as practicable.

88. The Lessor or Tenant may change locks (at his or her own expense) in the case of an emergency without the agreement of the other party. In this case, a copy of the key to the changed lock must be provided to the other party as soon as possible.

TERMINATION

Form of Notice to Vacate given by the Landlord

89. A notice to vacate given by the Landlord must be made in writing, in the form required by the *Residential Tenancies Act 1997*, and must include the following information:

- a) the Premises' address;
- b) the ground(s) on which the notice has been issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
- c) that the Lessor requires the Tenant to vacate the Premises by the expiry date of the required notice period and that this Residential Tenancy Agreement ends on the day that the Tenant vacates the Premises.

Form of Notice of Intention to Vacate given by the Tenant

90. If the Tenant serves a notice of intention to vacate upon the Lessor and vacates the Premises in accordance with such notice, this Residential Tenancy Agreement terminates on the date that the Tenant vacates the Premises.
91. On the date of receiving a notice of intention to vacate from the Tenant, the Lessor may:
- a) accept the notice and accept that this Residential Tenancy Agreement shall end on the date nominated in the notice; or
 - b) apply to the Tribunal for confirmation of this Residential Tenancy Agreement, an order for compensation or both.
92. A notice of intention to vacate issued by the Tenant must be in the same form and contain the same information as a notice to vacate from the Lessor, except the notice must contain the statement that the Tenant intends to vacate the Premises on a certain date and that this Residential Tenancy Agreement terminates on that date.

Termination where Premises not fit for habitation

93. The Lessor or the Tenant may, by the giving of written notice, terminate this Residential Tenancy Agreement on the date specified in such notice on the following grounds:
- a) the Premises are not fit for habitation;
 - b) the Premises are not available or will not be available due to Government action within a period of four (4) weeks from the date on which the notice is given,

and in either case, the *Lessor* must give the Tenant not less than one (1) week's notice of termination of the tenancy, and the Rent abates from the date that the Premises are uninhabitable. The *Tenant* may give two (2) days' notice of the termination of this Residential Tenancy Agreement. If neither the Lessor nor the Tenant give notice of termination of this Residential Tenancy Agreement, then the Rent is suspended for the period that the Premises are unable to be used for habitation, but the tenancy shall resume as soon as the Premises become available for use again.

Termination of Periodic Tenancy by Tenant

94. The Tenant may give notice to terminate a periodic tenancy by giving the Lessor not less than three (3) weeks written notice of the date on which the Tenant intends to vacate the Premises. This Residential Tenancy Agreement shall terminate on the date specified in the notice given by the Tenant to the Lessor.

Termination of Fixed Term Tenancy by Tenant

95. The Tenant may give notice to the Lessor to terminate a fixed term tenancy at or after the end of the tenancy by giving the Lessor three (3) weeks' notice of the date on which the Tenant intends to vacate the Premises. This Residential Tenancy Agreement shall terminate on the date specified by the Tenant in the Tenant's notice to the Lessor.

Termination for breach of Agreement by Landlord

96. If the Lessor breaches any of the Lessor's obligations under this Residential Tenancy Agreement, and the Tenant wishes to terminate this Residential Tenancy Agreement, the Tenant may either:
- a) apply to the Tribunal for an order terminating this Residential Tenancy Agreement; or
 - b) give the Lessor written notice of the Tenant's intention to terminate this Residential Tenancy Agreement in accordance with clause 97 of this Residential Tenancy Agreement.
97. If the Tenant elects to give notice to the Lessor of the Tenant's wish to terminate this Residential Tenancy Agreement, then the Tenant must comply with the following procedure:
- a) Tenant must give the Lessor written notice that the Lessor has two (2) weeks to remedy the breach, if the breach is capable of remedy;
 - b) if the Lessor remedies the breach within that two (2) week period, the tenancy continues;
 - c) if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy, the Tenant must give a further two (2) weeks' notice to the Lessor of the Tenant's intention to vacate the Premises;
 - d) this Residential Tenancy Agreement terminates on the date specified by the Tenant;
 - e) Rent is payable to the date specified in the Tenant's notice or to the date that the Tenant vacates the Premises, whichever is the later;
 - f) if the Lessor remedies the breach during the period of the notice of intention to vacate, the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Residential Tenancy Agreement on the date specified in the notice by vacating the Premises on that date.

Termination by Lessor due to Tenants failure to pay rent

98. The Tribunal may order the termination of this Residential Tenancy Agreement and evict the Tenant on the grounds of non-payment of Rent in the following circumstances:

98.1. Rent has been unpaid for a period of one (1) week. The first day of this period concludes at midnight on the day on which the unpaid Rent was due;

98.2. Lessor has served notice on the Tenant for the Tenant to remedy the failure to pay the Rent, with such notice being:

(a) served not earlier than one (1) week after the day when the Rent was due;
and

(b) containing a statement that if the Tenant pays the Rent outstanding to the date of payment within seven (7) days of the date of the service of the notice to remedy, no further action shall be taken and the tenancy shall continue;

98.3. if all Rent is not paid within one (1) week of the date of service of the notice to remedy, the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within two (2) weeks of service of the notice to vacate;

98.4. no earlier than the date on which the notice to vacate is served, the Lessor may apply to the Tribunal for an order terminating this Residential Tenancy Agreement and evicting the Tenant;

98.5. the Tribunal hearing of the application to terminate and evict shall not be earlier than the expiration of the period specified in the notice to vacate;

98.6. during any tenancy in which the Lessor has previously issued two (2) notices to remedy, the Lessor may serve a notice to vacate one (1) week after the day on which the Rent has fallen due without serving a notice to remedy.

Termination for Breach of the Agreement by the Tenant (other than non-payment of rent)

99. The Tribunal may order the termination of this Residential Tenancy Agreement and evict the Tenant on the grounds of breach of this Residential Tenancy Agreement in the following circumstances:

a) Lessor must serve notice in writing on the Tenant requiring the Tenant, within a period of two (2) weeks from the date of service of the notice on the Tenant for the Tenant to remedy a breach if it is capable of remedying such breach;

- b) if the breach is not remedied within two (2) weeks after the date of service or if the breach is not capable of being remedied, the Lessor must give notice to the Tenant for the Tenant to vacate the Premises within two (2) weeks from the date of the service of the notice to vacate;
- c) if the Tenant does not vacate the Premises within the period of two (2) weeks after the date of service of the notice to vacate from the Lessor, the Lessor may apply to the Tribunal for an order terminating this Residential Tenancy Agreement and for the eviction of the Tenant;
- d) if the Tenant breaches the terms of this Residential Tenancy Agreement on three (3) occasions on any grounds, on the third occasion the Lessor may serve a notice to vacate and need not give the Tenant two (2) weeks in order to remedy the breach.

Termination without cause

100. The Lessor may serve notice on the Tenant to vacate the Premises during the term of this Residential Tenancy Agreement requiring the Tenant to vacate the Premises at the expiration of the notice period provided that:-
- a) the notice is for twenty six (26) weeks; and
 - b) the notice does not require the Tenant to vacate the Premises during a fixed term.
101. If the Tenant is required to vacate the premises in accordance with clause 100, the Tenant may vacate the Premises at any time during the period that is two (2) weeks prior to the date specified in the Lessor's notice to vacate, provided that the Tenant gives the Lessor four (4) days notice of the Tenant's intention to vacate. In this case, this Residential Tenancy Agreement shall terminate on the date that the Tenant vacates the Premises.

Termination of Periodic Tenancy by Lessor

102. If this is a periodic tenancy, the Lessor may serve a notice to vacate on the Tenant for the following periods and on the following grounds:
- a) Four (4) weeks notice if the Lessor genuinely intends to live in the Premises;
 - b) Four (4) weeks notice if the Lessor genuinely believes the Lessor's an immediate relative of the Lessor intends to live in the Premises;
 - c) Four (4) weeks notice if the Lessor genuinely believes an interested person intends to live in the Premises;
 - d) Eight (8) weeks notice if the Lessor genuinely intends to sell the Premises;

- e) Twelve (12) weeks notice if the Lessor genuinely intends to reconstruct, renovate, or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant occupying the Premises.

And in this clause:

"immediate relative" means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

"interested person", for the Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

103. If the Tenant is required to vacate the Premises in accordance with clause 102, the Tenant may vacate the Premises at any time during the two (2) weeks before the date specified in the notice to vacate, provided that the Tenant gives the Lessor four (4) days notice of the Tenant's intention to vacate. In this case, this Residential Tenancy Agreement shall terminate on the date that the Tenant vacates the Premises.

OBLIGATIONS ON TERMINATION

104. Upon the termination of this Residential Tenancy Agreement, the Tenant agrees:
- a) to remove all of the Tenant's belongings and any other goods brought onto the Premises during the Term of this Residential Tenancy Agreement; and
 - b) to vacate the Premises in substantially the same condition as the premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
105. If the Lessor has not arranged for a reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Residential Tenancy Agreement or the *Residential Tenancies Act* 1997, the Lessor shall be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
106. If the Tenant vacates the Premises without giving notice, within a reasonable time of the Lessor becoming aware of the Tenant's departure, the Lessor shall arrange for a reading or measurement of the services connected in the Lessor's name. The Tenant shall be responsible for payment of services to the date of that reading or measurement.

VISITORS AND GUESTS

107. The Tenant is responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- a) the action or omission would, if performed by the Tenant, have constituted a breach of this Residential Tenancy Agreement; and
 - b) the person is on the Premises with the permission of the Tenant.
108. Tenant is not personally responsible for the actions or omissions of a person who is on the Premises:
- a) at the request of the Lessor; or
 - b) to assist the Lessor perform any of the duties of the Lessor under this Residential Tenancy Agreement (whether at the request of the lessor or the Tenant); or
 - c) without the consent of the Tenant.

LESSOR'S RIGHT OF ACCESS

109. Except as provided for otherwise by the law, this Residential Tenancy Agreement, the *Residential Tenancies Act 1997*, or an order of the Tribunal, the Lessor may not access the Premises during the Term of the tenancy.
110. The Tenant may allow the Lessor access to the Premises at any time.
111. If requested to do so by the Tenant, the Lessor or the Lessor's Agent must provide the Tenant with identification prior to entering the Premises.
112. Other than for the purposes of carrying out urgent repairs or for health or safety reasons in relation to the Premises, the Lessor shall not have access to the Premises:
- a) on Sundays; or
 - b) on public holidays; or
 - c) before 8.00 am and after 6.00 pm
- other than with the consent of the Tenant.
113. Notwithstanding the foregoing, the Tenant agrees that the Lessor shall be permitted to enter the Premises for the purposes of inspecting the Premises twice in each period of twelve (12) months following the commencement of this Residential Tenancy Agreement.

114. In addition to the inspections provided for in clause 113, the Lessor may enter the Premises to undertake an inspection-
- a) within one (1) month from the commencement of the tenancy period; and
 - b) during the last month of the tenancy period.
115. In the event that the Lessor or the Lessor's Agent wish to inspect the Premises at any time, the Lessor or the Lessor's Agent must:
- a) give the Tenant seven (7) days written notice of such inspection;
 - b) the inspection must take place at a time agreed between the parties, with reasonable regard to the work and other commitments both of the Tenant and the Lessor or the Lessor's Agent being taken into consideration. If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.
116. The Tenant must permit the Lessor reasonable access to the Premises during the period three (3) weeks preceding the end of the tenancy period, or upon the Lessor giving the Tenant twenty four (24) hours notice, so as to allow for an inspection of the Premises by prospective tenants.
117. The Tenant must permit the Lessor reasonable access to the Premises, on the Lessor giving twenty four (24) hours notice to the Tenant, to allow for the inspection of the Premises by prospective purchasers of the Premises, provided that:
- a) The Lessor intends to sell the Premises; and
 - b) The Lessor has previously notified the Tenant in writing of the Lessor's intention to sell the Premises.
118. The Tenant must permit the Landlord access to the Premises, on the Landlord giving 7 days notice, at a reasonable time having regard to the interests of the Tenant and the Lessor, for the purpose of making or inspecting repairs.
119. In the case of urgent repairs, the Lessor or the Lessor's Agent shall give reasonable notice to the Tenant and enter the Premises at a reasonable, time having regard to the interests of the Tenant and the Lessor.

ADDRESS FOR SERVICE OF NOTICE AND CHANGE OF ADDRESS

120. At the commencement of this Residential Tenancy Agreement, the Lessor and the Tenant shall each give an address for service of notices. If the address changes during the Term of this Residential Tenancy Agreement, the Lessor or the Tenant, as the case may be, must advise the other party of the new address for service within 2 weeks of the change.
121. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
122. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- a. the Lessor and the Tenant may both agree to add additional terms
- b. the terms do not conflict with the *Residential Tenancies Act 1997*, the *Residential Tenancies Regulations* or any other law.
- c. they are not inconsistent with the standard terms of this Agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE

Some common (and optional) additional terms are set out below. Simply delete any or all of these clauses if they are not required.

ADDITIONAL TERM - INDEMNIFICATION

123. The Tenant agrees to indemnify and hold harmless the Lessor or the Lessor's Agent against:-
- a) any damage to or loss of the Tenant's property;
 - b) the injury or death of the Tenant.

ADDITIONAL TERM - PETS

124. Unless otherwise provided for in writing, no pets are to be kept on the Residential Premises.

ADDITIONAL TERM - SWIMMING POOLS AND SPAS

[Cross out this clause if not applicable]

125. The Lessor agrees to ensure that the requirements of *Australian Standard AS 1926* and any other applicable laws dealing with pool and spa safety requirements have been complied with in respect of the swimming pool or spa on the residential premises.

126. The Tenant agrees: Managed by infinity towers.

- a) to observe any instructions from the Lessor about the use and maintenance of the pool or spa;
- b) to bear the cost of all chemical treatments and labour required to keep the pool or spa in good condition; - Infinity towers manager.
- c) to ensure all filtration systems are cleaned regularly;
- d) to have written consent from the Lessor before draining the pool or spa;
- e) to immediately notify the Lessor of any equipment malfunction or damage.

ADDITIONAL TERM

The items listed below will be available for the tenant to use as apart of the lease agreement.

All Appliances will come with manufactures warranty and covered also under a 5 year extended warranty.

Any malicious damage caused by the tenant that is not covered under manufactures warranty will result in the tenant paying the following cost to replace the appliances. All items must be cleaned after lease has finished.

New 8.5KG washing machine. \$899.00

New Panasonic microwave \$249.00

New F&P fridge 340L \$999.00

New Watson blinds installed. \$3500.00

New Vax Vacuum \$125.00

New Sony 55" TV on the wall \$1299.00

Lost Key or Swipe card \$150.00

New F&P Dishwasher \$1099.00

New F&P cooktop and oven \$999.00

New F&P Dryer \$449.00

THE LESSOR AND THE TENANT HAVE ENTERED INTO THIS RESIDENTIAL TENANCY AGREEMENT WHICH INCLUDES THE CONDITION REPORT ON THE DATE WRITTEN ABOVE AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

SIGNED BY THE LESSOR

in the presence of:

X.
(Signature of witness)

X.
(Name of witness)

X.
(Signature of Lessor)

X.
(Name of Lessor)

SIGNED BY THE LESSOR

in the presence of:

X.
(Signature of witness)

X.
(Name of witness)

X.
(Signature of Lessor)

X.
(Name of Lessor)

SIGNED BY THE TENANT

in the presence of:

X.
(Signature of witness)

X.
(Name of witness)

X.
(Signature of Tenant)

X.
(Name of Tenant)

SIGNED BY THE TENANT

in the presence of:

X.
(Signature of witness)

X.
(Name of witness)

X.
(Signature of Tenant)

X.
(Name of Tenant)

SIGNED BY THE TENANT

in the presence of:

X.
(Signature of witness)

X.
(Name of witness)

X.
(Signature of Tenant)

X.
(Name of Tenant)

The Tenant acknowledges that, before the time of signing this residential tenancy agreement, the Tenant was given a copy of The Renting Book.



ACT Revenue Office
ACT 43 086 307 300

RENTAL BONDS LODGEMENT FORM

This form is to be used to lodge a residential bond under the *Residential Tenancies Act 1997*.

Are you paying land tax on this rental property? If the answer is no, you will need to advise the Commissioner of ACT Revenue and land tax can apply to any ACT residential property that is rented. Visit the ACT Revenue Office website at www.revenue.act.gov.au

Email completed application forms to: rent@act.gov.au at the time of making a deposit.

Bond and tenancy details (The whole bond amount must not exceed 4 weeks' rent)

Whole bond amount	Weekly rent amount	Tenancy commencement date
\$ 1560	\$ 390	02.05.2018 to 02.05.2019

Part payment information (Complete for part payment only)

Is this a part payment: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Lodgement Amount: \$ 1560.00	Existing bond number:
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Rented premises details

Unit number	Street number	Street name	Suburb	Postcode
295	1	Anthony Rolfe Avenue	Gungahlin	2912
Number of bedrooms:	1	Dwelling Type:	Separate House <input type="checkbox"/> Townhouse/Semi-detached <input type="checkbox"/> Flat/unit <input checked="" type="checkbox"/>	

Tenant details (Only tenants that have contributed to the bond, not children or other people that have not contributed to the bond, should be listed)

Full name / company name	Email address	Daytime telephone number	Signature or Company seal
Christos Kremontis	ckremontis21@gmail.com	0415867649	

Lessor/s details (Lessor details must be provided even when a managing agent is appointed)

Full Name or Company	Leigh Gilbert	Email	leigh.gilbert@hotmail.com
Postal Address	13 Maddison close Bruce, ACT, 2611	Contact number	0410063526
Full Name or Company		Signature/s	
Postal Address		Email	
		Contact number	
		Signature/s	