

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

Schedule

Land	The unexpired term of the Lease	Unit 3	UP No. 13317	Block 5	Section 30	Division/District BRADDON
	and known as Unit 3, 2 Torrens Street, Braddon					
Seller	Full name	Block 5 Section 30 Pty Limited as trustee for Block 5 Section 30 Trust				
	ACN/ABN	624 982 494				
	Address	164 Monaro Street, QUEANBEYAN NSW 2620				
Seller Solicitor	Firm	Chamberlains Law Firm				
	Ref	Kellie White				
	Phone	02 6188 3600	Fax	02 6188 3601		
	DX/Address	PO Box 131, CIVIC SQUARE ACT 2608				
Stakeholder	Name	Independent Property Group Trust Account				
Seller Agent	Firm	Independent Property Group Projects				
	Ref	Independent Property Group Projects				
	Phone	02 6209 4000	Fax	02 6257 5502		
	DX/Address	GPO Box 1539, CANBERRA ACT 2601				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 251 <input type="checkbox"/> section 265 <input type="checkbox"/> section 298				
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease <input type="checkbox"/> Land Rent Lease				
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession <input type="checkbox"/> Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and				
Goods	Description	Fixed floor coverings, light fittings, cooktop, oven, dishwasher, dryer/washer, microwave. As inspected				
Date for Registration of Units Plan						
Date for Completion						
On or before 30 days from the date hereof						
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 checked="" 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		Fax			
	DX/Address					
Price	Price	(GST inclusive unless otherwise specified)				
	Less deposit	(10% of Price) <input type="checkbox"/> Deposit by Instalments (clause 52 applies)				
	Balance					
Date of This Contract						

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

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

Seller signature – SEE EXECUTION PAGE	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

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

Tenancy Summary

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

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

Name		Phone	
Address			

Schedule 1 Standard conditions for conduct of public auctions of residential property

(see s 16 – *Civil Law (Sale of Residential Property) Regulation 2004*)

*1 No bids may be made for the seller of the property.

OR

*1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.

[One of these alternatives must be deleted]*

2 Each person bidding must be entered on the bidders record.

3 The auctioneer may refuse any bid.

4 The auctioneer may decide the amount by which the bidding is to be advanced.

5 The auctioneer may withdraw the property from sale at any time.

6 The auctioneer may refer a bid to the seller at any time before the end of the auction.

7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.

8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.

9 The sale is subject to a reserve price unless the auctioneer announces otherwise.

10 The highest recorded bidder will be the buyer, subject to any reserve price.

11 If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.

12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.



THE TRUSTEE FOR BLOCK 5 SECTION 30 TRUST
2 MABEL MILLER LANE
WATSON ACT 2602

Our reference: 7119246520721
Phone: 13 28 66

9 November 2020

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410474871519
Vendor name	BLOCK 5 SECTION 30 PTY LIMITED as trustee for THE TRUSTEE FOR BLOCK 5 SECTION 30 TRUST
Clearance Certificate Period	22 October 2020 to 22 October 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

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

Chamberlains.

Tel: +61 2 6188 3600
Fax: +61 2 6188 3601
hello@chamberlains.com.au
chamberlains.com.au

Canberra
Chamberlains Law Firm Pty Ltd
ABN 60 120 287 443
Level 8—224 Bunda Street Canberra
PO Box 131—Civic Square ACT 2608

Sydney
Chamberlains Law Firm NSW
ABN 56 827 171 909
Suite 1014—Level 10—20 Martin Place
PO Box 184—Jannali NSW 2226



Special Conditions

A. Handling the Deposit	2
<i>A.1 Deposit Instalments</i>	2
B. Other Special Conditions	2
<i>B.1 Insolvency</i>	2
<i>B.2 FATA Approval</i>	3
<i>B.3 Director's Guarantee</i>	3
C. GST & Residential Withholding Tax Notice	3
D. Caveat	4
E. Assistance	4
F. Representation	4
G. Section G – Amendments, Definitions and Interpretation	4
<i>G.1 Amendment to Blue Pages</i>	4
<i>G.2 Definitions</i>	5
H. Conflicts or Inconsistencies	6
I. Interpretation of Contract	6

A. Handling the Deposit

A.1 Deposit Instalments

A.1.1 Clauses 2.1, 2.2, 2.3 and 2.4 of the Contract are deleted.

A.1.2 If paid by cheque or direct deposit, the Buyer will pay the Deposit to the Stakeholder at the Date of this Contract, in the following instalments:

- (a) The sum of 5% of the Price on the date of this Contract (First Instalment);
- (b) the balance of the amount equal to 10% of the Price by bank cheque on the Date for Completion (Second Instalment);

and the sum of the instalments total 10% of the Price.

A.1.3 If paid by Bank Guarantee, the Buyer will pay the Deposit to the Stakeholder in the following instalments:

- (a) \$1,000.00 by cheque or direct deposit on the date of this Contract (First Instalment); and
- (b) the balance of the amount equal to 10% of the Price by delivering a Bank Guarantee that is compliant with Special Condition A.1.3 to the Seller within 30 days of the date of this Contract (Second Instalment);

and should the Bank Guarantee total 10% of the Price, the Stakeholder will refund the First Instalment to the Buyer within 5 Business Days upon receipt of the Bank Guarantee.

A.1.4 If the Deposit or any instalment of the Deposit is:

- (a) not paid on time and in accordance with Special Condition A.1.2; or
- (b) paid by cheque and the cheque is not honoured on first presentation;

the Buyer is in default and the Seller may at its election:

- (c) immediately issue a notice under clause 18; or
- (d) terminate the Contract under clause 19 without the notice otherwise necessary under clause 18.

A.1.5 The Buyer acknowledges that this Special Condition A.1 is an essential term of this Contract and time is of the essence for the payment of each instalment under this Special Condition A.1.2.

A.1.6 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.

A.1.7 This Special Condition is for the benefit of the Seller and the obligations imposed on the Buyer are essential.

A.1.8 The obligations imposed on the Buyer by this Special Condition bind the Buyer despite any indulgence, waiver or extension of time by the Seller to the Buyer.

B. Other Special Conditions

B.1 Insolvency

B.1.1 If the Buyer is a natural person (or persons) and:

- (a) the Buyer (or one of the Buyers) authorises a registered trustee or solicitor to call a meeting of his or her creditors and enters into a deed of assignment or deed of arrangement or a composition with any of his or her creditors; or
- (b) a third party who holds a security interest in the assets of the Buyer enters into possession, or takes control of those assets, or attempts by any means to do the same; or
- (c) the Buyer (or one of the Buyers) commits an act of bankruptcy;

the Buyer will immediately notify the Seller in writing.

B.1.2 If any of the events specified in Special Condition B.1.1(a), (b) or (c) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.

B.1.3 If the Buyer is a company (or companies) and:

- (a) the Buyer (or one of the Buyers) becomes, or attempts are made for the Buyer to become an externally administered company in accordance with the Corporations Act; or
- (b) a controller (as defined by the Corporations Act) is appointed, or attempts are made to have a controller appointed for any of the Buyer's (or one of the Buyer's) assets;

the Buyer will immediately notify the Seller in writing.

B.1.4 If any of the events specified in Special Condition B.1.1(a) or (b) occurs then the Buyer will be in default of this Contract and the Seller may immediately, without notice specified in clause 18, terminate this Contract and clause 19 applies.

B.1.5 If any of the events specified in Special Condition B.1.1(a) or (b) happens to the Seller, then the Seller may, by written notice served upon the Buyer, rescind this contract and clause 21 will apply.

B.2 FATA Approval

B.2.1 If the Buyer requires approval under the Foreign Acquisitions and Takeovers Act 1975 to buy the Unit:

- (a) the Buyer will on the date of this Contract advise the Seller in writing that it is a foreign person requiring approval under the Foreign Acquisitions and Takeovers Act 1975;
- (b) the Buyer will make application to the FIRB for approval (or such similar process of approval as is mandated) as at the date of this Contract;
- (c) the Buyer will use its best endeavours to obtain approval;
- (d) the Buyer will advise the Seller in writing no later than three (3) Business Days from when it receives advice in writing about the outcome of its application; and
- (e) the Seller may rescind this Contract by notice in writing if it has not received confirmation in writing that the Buyer may proceed with the purchase unconditionally within 60 days of the date of this Contract, and clause 21 will apply.

B.2.2 If the Buyer requires approval under the Foreign Acquisitions and Takeovers Act 1975 to buy the Unit, or if the Buyer would require said approval but for the Seller obtaining approval as a developer to sell to foreign buyers without FIRB approval, then:

- (a) Special Condition A.1 does not apply; and
- (b) the Buyer will pay the Deposit to the Stakeholder in full by cheque on or before the date of this Contract.

B.3 Director's Guarantee

Where the Buyer is a corporation, all directors of that corporation will provide a guarantee in the form provided at Annexure A securing the corporation's performance of its obligation under this Contract.

C. GST & Residential Withholding Tax Notice

C.1.1 Clause 24 of the Blue Pages is deleted.

C.1.2 The Price paid under this contract is the total price, regardless of whether the sale gives rise to any GST. The liability for GST, if any, is at the sole risk of the Seller.

C.1.3 The parties acknowledge that the sale of the Property will be treated as an input taxed supply of

residential premises.

C.1.4 The Seller notifies the Buyer that for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), the Buyer is not required to make a payment under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) to the Commissioner of Taxation.

C.1.5 If for any reason the sale of the Property is a taxable supply, the parties agree to calculate the GST under the margin scheme pursuant to Division 75 of the GST Act.

D. Caveat

D.1.1 The Buyer may not lodge a caveat for registration in respect of the Land or the title to the Unit prior to Completion.

E. Assistance

E.1.1 Each party agrees to undertake or do all acts, matters and things required of it under, or contemplated by, this Contract in a timely manner and to provide all reasonable assistance to the other party to assist in the timely completion of the Works, registration of the Units Plan and Completion of this Contract

F. Representation

F.1.1 The Buyer agrees that this Contract sets out the entire agreement of the parties on the subject matter of this Contract and supersedes any prior agreement, advice, material supplied to the Buyer or understanding on anything connected with the subject matter of this Contract.

F.1.2 Each party has entered into this Contract without reliance upon any representation, statement or warranty (including sales and marketing material and preliminary art work), except as set out in this Contract.

G. Section G – Amendments, Definitions and Interpretation

G.1 Amendment to Blue Pages

G.1.1 The Blue Pages are varied as follows:

- (a) clause 1.1 definition of Land Charges is amended by adding after the words "a periodic nature" the words "including Owners Corporation levies";
- (b) deletion of clauses 6.1 and 6.2;
- (c) deletion of clauses 9.2 and 9.3;
- (d) deletion of clauses 7.1.4, 7.2.3-7.2.6;
- ~~(e) deletion of clause 10.1;~~
- (f) deletion of clause 12;
- (g) deletion of clause 14;
- ~~(h) deletion of clause 15.5;~~
- (i) deletion of clause 17.1.1 (a);
- (j) in clause 18, insert a new clause 18.12 to read as follows:

"18.12 If a Notice to Complete is served by the Seller in accordance with clause 18, the Seller may unilaterally:

 - (i) extend the period for Completion under the Notice to Complete; or
 - (ii) withdraw the Notice to Complete,

by written notice to the Buyer in the Seller's absolute discretion and with or without the consent of the Buyer."

- (k) deletion of 22.1.1;
- (l) amendment of clause 22.1.2 by inserting after "the rate of" the words "10%" and deleting the words "the date 7 days after";
- (m) Clause 26 insert new clause 26.2.6 as follows "sends it by e-mail. A party's e-mail address is that contained in the Contract or which the lawyer or conveyancer for the party receiving the notice has most recently used to communicate with the party sending the notice. A notice sent by e-mail is treated as given and received:
 - (A) If delivered by 5:00pm on a business day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's e-mail; or
 - (B) If delivered after 5:00pm on a business day or on a day that is not a business day – on the next business day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's e-mail."
- (n) amendment of clause 28.2 by deleting the words "or so much of it as exceeds 5% of the Price";
- ~~(o) deletion of clause 31;~~
- (p) deletion of clause 32;
- (q) deletion of clause 33;
- (r) deletion of clauses 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52.

G.2 Definitions

G.2.1 In these Special Conditions the following words have the following meanings:

Authority means any government department (including Commonwealth, State or Local), body, instrumentality or other statutory body which has jurisdiction over the Land or with whose systems the Land is or will be connected, and includes the Registrar-General of the Australian Capital Territory.

Bank Guarantee means a bank guarantee issued by a bank operating in Australia naming the Seller or its nominee as the beneficiary, and otherwise in form and substance satisfactory to the Seller.

Blue Pages means the printed terms of the standard ACT Law Society Contract 2018 Edition.

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

Contract means this contract from sale including the Blue Pages and these Special Conditions and any annexure or schedules to it.

Crown Lease means the crown lease to be issued for the Land in the Seller's name which is substantially in accordance with the specimen crown lease for the Land annexed to this Contract.

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

Land means Block 5 Section 30 Division of Braddon in the Australian Capital Territory and any description it may be assigned in the future.

Owners Corporation means the body corporate to be constituted pursuant to the Unit Title (Management) Act 2011 (ACT) following registration of the Units Plan.

Plans means the plans and specifications attached to this Contract.

Schedule means the Schedule on the front page of the Contract.

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

Works means the construction of the Development on the Land, in accordance with the Plans, Approvals and Authority requirements (but subject to amendments as contemplated by this Agreement).

G.2.2 For the avoidance of any doubt, unless otherwise stated, the terms that are defined in the Blue Pages of the Contract have the same meanings in these Special Conditions.

H. Conflicts or Inconsistencies

H.1.1 In the event that any of these Special Conditions conflict with or are inconsistent with any of the Blue Pages of this Contract (clauses 1-53 inclusive), then the Special Conditions shall apply to override the Blue Pages of this Contract.

H.1.2 In the event that any of these Special Conditions (or part of a Special Condition) is inconsistent with applicable legislation that cannot be contracted out of, then that Special Condition (or part of a Special Condition) shall not apply to this Contract, to the extent of the inconsistency only, but the remaining Special Conditions (or parts of the Special Conditions that are not inconsistent with the applicable legislation that cannot be contracted out of shall remain valid.

I. Interpretation of Contract

I.1.1 The parties agree that the rule of *contra proferentem* does not apply to this Contract.

EXECUTED AS AN AGREEMENT

Seller

Executed by **Block 5 Section 30 Pty**)
Ltd 624 982 494 pursuant to s127)
Corporations Act 2001:)

Signature of Director

Signature of Director/Secretary

Full Name of Director

Full Name of Director/Secretary

ANNEXURE A

I, (name of Director) of {address}.....

..... agree as follows:

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

Dated:

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

Signature of Buyer's Director

Witness

Name of Witness



Product	Title Details
Date/Time	27/10/2021 02:39PM
Customer Reference	164535-4
Order ID	20211027001848
Cost	\$31.00

Volume 3003 Folio 775 Edition 1

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Braddon Section 30 Block 5 on Deposited Plan 9284 with 145 units on Unit Plan 13317

Unit 3 (Class A) entitlement 87 of 10000, 4 subsidiaries

Lease commenced on 11/12/2020, terminating on 29/09/2097

Proprietor

Block 5 Section 30 Pty Limited

164 Monaro Street Queanbeyan NSW 2620

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

End of interests



Product	Title Details
Date/Time	09/09/2021 11:53AM
Customer Reference	164535-29
Order ID	20210909000813
Cost	\$31.00

Volume 3003 Folio 772 Edition 1

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Braddon Section 30 Block 5 on Deposited Plan 9284 with 145 units on Unit Plan 13317

Lease commenced on 11/12/2020, terminating on 29/09/2097

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 13,317

LJ Hooker Strata, 182-200 City Walk Canberra ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Subject To Easement In Units Plan Current

Registered Date	Dealing Number	Description
16/08/2021	3098071	Application to Note Special Resolution

End of interests



Access Canberra

Chief M

LAND TITLES
ACCESS CANBERRA
strate



3098071

ON
ON

Land Titles Act 1925

SR

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Trevor Deithe	trevor@ljhookerstrata.com.au	1300 383 333

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3003:772	BRADDON	30	5	13317

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

Rules as attached

SUPPORTING DOCUMENTATION (Please tick appropriate item - Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input checked="" type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.
 *The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:
 Trevor Deithe
 Strata Manager, LJ Hooker Strata ACT

Witness:
 Dorothy Dib
 Administration Manager, LJ Hooker Strata ACT

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by	EM	Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by		Registration Date	EW 16/08/2021

IX VOI signed signed cat 2 6/8/2021.

MINUTES OF THE FIRST GENERAL MEETING

Units Plan No. 13317 – The Grounds – 5 Donaldson Street & 2 & 6 Torrens Street, Braddon ACT.

DATE Tuesday 29 June 2021
TIME 5:30 PM
LOCATION Level 1, 182-200 City Walk, Canberra City ACT
Or
Via Zoom,

PRESENT:

A Wang (Unit 17),	J Ruiz (Unit 18),
C Donnison (Unit 19),	C Vardley (Unit 26),
C & A Ritchie (Unit 35),	S Souter (Unit 36),
V Wang (Unit 38),	J Moore (Unit 39),
Campton-Smith (Unit 48),	P&M McDonald (Unit 50),
J Pertile (Unit 51),	A Simunic (Unit 54),
L Imeson & A Osborne (Unit 58),	I Bauer (Unit 59),
M Masini (Unit 60),	P Rose (Unit 61),
S Lutz (Unit 69),	P Moss (Unit 72),
C Reid (Unit 75),	C Simpson (Unit 79),
B Brown & R Noveska (Unit 80),	N Starling (Unit 82),
I & M Mansfield (Unit 83),	B Brown & R Noveska (Unit 8)
P Pfitzner (Unit 90),	P & J Hurditch (Unit 94),
C May (Unit 95),	L Jopling&E Parsonson (Unit 110)
H Anderson (Unit 119),	D Macfadyen (Unit 124)
K Pattenden (Unit 140).	

Mr M Giugni, Mr T Maly, Mr C Westerlaken and Mr J Malcolm – Representing LJ Hooker Strata ACT

QUORUM: A quorum was not reached, however; the meeting proceeded under a reduced quorum. A copy of the reduced quorum notice attached with these minutes.

PROXY: Q Cao representing M Cao (Unit 44).

ABSENTEE: YS & S Banks (Unit 49), M Bain (Unit 97).

APOLOGIES: Nil.

CHAIR: It was **resolved** that Mr I Mansfield (Unit 83) chair the meeting.



MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 14 December 2020 are accepted.

CARRIED

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 12 June 2021.

CARRIED

Secretarial note – it was noted that a portion of the waste expenses are to be reimbursed by the developer and once received will appear as a credit to the accounts. The potential safety concerns in the complex warranted the installation of dome mirrors to be installed. In addition, LJ Hooker Strata (LJH) is requested to investigate the expense for the 'R & M General' expense relating to the V-Lock.

INSURANCE

Owners are informed that the existing insurance cover is held through CHU Underwriting Agencies as follows:

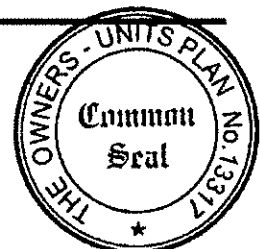
Policy No	HU0006054664
Renewal Date	22 October 2021
BUILDING	\$70,000,000
LOSS OF RENT	\$10,500,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GURANTEE	\$100,000
OFFICE BEARERS	Not Selected
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
FLOOD	Included
COMMON CONTENTS	\$700,000
APPEAL	\$100,000
Excess	\$500

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building and, public liability claims that occur on the common property. The policy does not cover contents items. Contents items include, for example, carpet, curtains and light fittings.

Motion 3: That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

Secretarial note – LJH was instructed to include Office Bearers cover to the insurance policy as soon as possible. LJH provided an explanation of insurance cover and advised a PDS is available if required.



EXECUTIVE COMMITTEE

Motion 4: That the Owners Corporation create Nine (9) Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

APPOINTED:

P McDonald (Unit 50),	M Masini (Unit 60),	P Rose (Unit 61),
P Moss (Unit 72),	B Brown (Unit 80),	I Mansfield (Unit 83),
J Hurditch (Unit 94),	H Anderson (Unit 119)	K Pattenden (Unit 140)

Secretarial note- LJH outlined the roles, responsibilities and expectations of the Executive Committee as outlined in the Unit Titles (Management) Act 2011

GENERAL BUSINESS

MOTION 5 SPECIAL RESOLUTION - RULES

Motion 5: Special Resolution : That Rule 1.4 of the Default Rules be amended and read as follows:

CARRIED

Erections and Alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only-
 - a) in accordance with the express permission of the Owners Corporation by 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

Secretarial note- Discussion regarding definition of 'structure' resulted in LJH clarifying the interpretation and referencing the Unit Titles (Management) Regulations 2011 and Unit Titles (Management) Act 2011.

It was agreed that Point 3 remain as part of the rules to be registered.

MOTION 6: SPECIAL RESOLUTION – COMMON SEAL

Motion 6: Special Resolution: That Rule 1.13 be added to read

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

Due to the removal of Rule 1.6 in accordance with Motion 7, an amendment has been made to add Rule 1.12 instead of Rule 1.13.

CARRIED

Units Plan No. 13317



MOTION 7: SPECIAL RESOLUTION – PETS RULING

Motion 7: Special Resolution: That the ruling for pets is as per the below default rule;

That:

- (1) An owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if:-
 - (a) The total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) The pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) The pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) The pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) The pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

CARRIED
2 x objections noted

Secretarial note – After some discussion It was decide to retain clause (2) but remove the following from the rules:

Assistance Animals: The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

ADDITIONAL GENERAL BUSINESS:

The following points were raised by owners and were noted for future discussion by the Executive Committee (EC)

1. Recycling Bins on each floor.
2. Traffic flow and safety around complex and garage areas.
3. Visitor and disabled parking.
4. Procedure if residents are locked out of the building.
5. Clarification of erections and alterations.
6. Units used for Air BNB: Unit holders are entitled to use apartments as they see fit subject to abiding by default rules.
7. Cleaning of external glass. Decision for EC.
8. Deliveries and large parcels.
9. Insurance Policy: Quote has been requested to include cover for office bearers, machinery breakdown and advice on catastrophe cover.
10. Information for rubbish chute use, emergency evacuations, Strata manager and resident responsibilities.
11. Outstanding defects status.
12. Some residents did not receive meeting notification. Only those residents who have provided the Form 115 via solicitors were notified.

Units Plan No. 13317



In addition to the above, the following items were raised from the floor;

1. Trees in the courtyard of the townhouses and on Government land are deemed to be unsuitable for the area and proximity to the structure. The EC are to prepare a response for submission to the Government.
2. Safety concern of residents and visitors not stopping before entering the road, creating a cause of concern for the safety of pedestrians walking along the pathway.
3. The bin chute fan does not appear to be working still, LJ Hooker Strata is requested to follow up with the builders (Construction Control).
4. LJH to provide status of outstanding common area defect list.
5. LJH to order sinking fund report allowed for in the budget.
6. EC to consider requirement for independent building report investigating common area faults.
7. Concerns raised about residents on level 8 generating excessive noise and foot traffic. A diary of events is to be maintained by residents and forwarded to LJH for further action.

There being no further business the meeting was declared closed at 8:20pm.



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 UP 13317 The Grounds
A2 General meeting

Date (or dates) of general meeting 29 June 2021
at which the reduced quorum
decision or decisions were made—

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 0 and attach details to the notice]

Date of decision	Full text of reduced quorum decision
29 June 2021	As per attached minutes

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.

30 June 2021

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



[Handwritten signature]

† 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 $\frac{1}{4}$ the total number of units (see UTMA s 3.9 (1) (a), part 3.1, schedule 3).

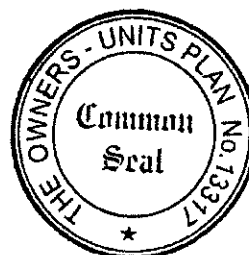
There are 2 types of *reduced quorum decision*, requiring different reduced quorums.

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).



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—

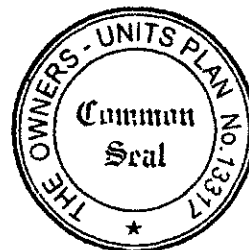
- state the resolution or resolutions to which it applies; and
- be signed by a majority of persons entitled to vote at a general meeting of the owners corporation (a person may sign whether or not he or she attended the meeting); and
- be given to the owners corporation before the decision's date of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



Units Plan 13317 – THE GROUNDS
5 Donaldson Street and 2 - 6 Torrens Street, BRADDON ACT 2612

Rules

1.1 Definitions—default rules

(1) In these rules:

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

(2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 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.

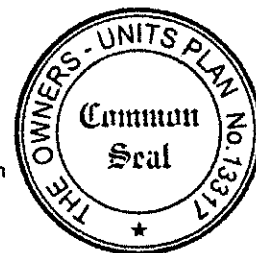
1.4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the common property only—

(a) in accordance with the express permission of the owners corporation by 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.



- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.

Examples—permission not unreasonably withheld

- safety considerations
- structural considerations

Example—permission unreasonably withheld

- external appearance of a unit or the units plan

1.5 Pets in units

- (1) A unit owner or occupier (the *pet owner*) may keep an animal, or permit an animal to be kept, within the unit if—
- (a) the total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) the pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) the pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) the pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) the pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.
- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

1.6 Use of common property

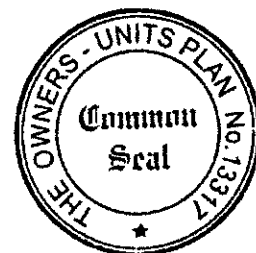
A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit, other than in accordance with a special privilege rule.

1.7 Hazardous use of unit

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

1.8 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.

1.9 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.

1.10 Illegal use of unit

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

1.11 What may an executive committee representative do?

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



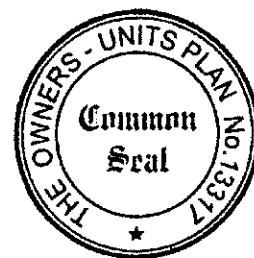
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

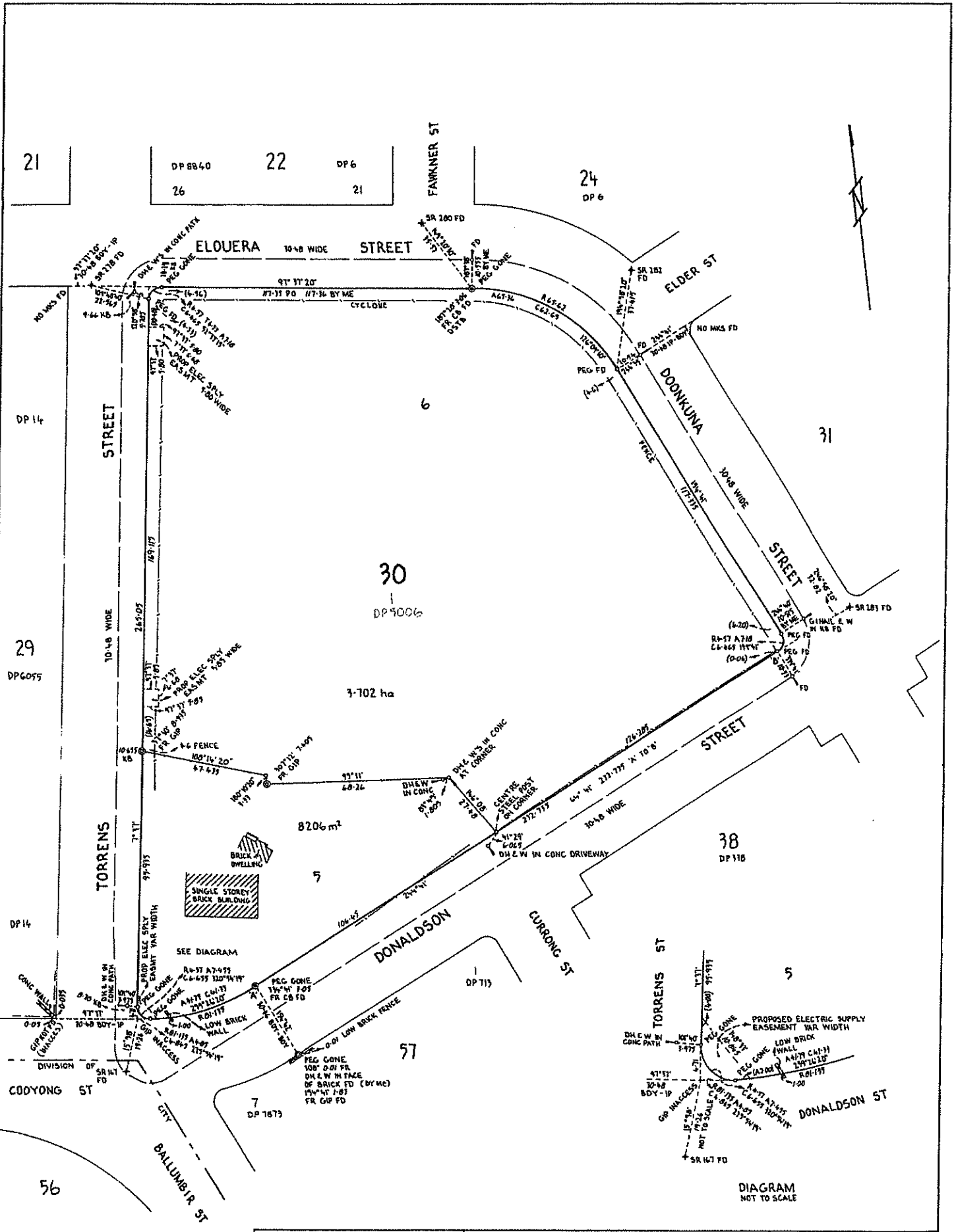
executive committee representative means a person authorised, in writing, by the executive committee under rule 1.11 (4).

1.12 Common Seal

- (1) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

Strata Manager:
LJ Hooker Strata ACT
Level 1, 182-200 City Walk, Canberra City ACT 2600
Phone: 1800 383 333
Email: infoact@ljhookerstrata.com.au





REFERENCE MARKS

- ⊙ Denotes G.I.P. Ironed - 100 mm diameter - 100 mm height
- ⊙ CB - 100 mm diameter - 100 mm height
- ⊙ PLAIN WOODEN
- ⊙ DEEP DRIVEN ROD
- ⊙ ON WOODEN
- (Except as otherwise shown)

NOTE:

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

Azimuth: A-B (Strom)

Field Books:

JOHN WARREN FOXLEE of CANBERRA
 A survey registered under the Surveyors Act 1967. I hereby certify that the survey represented on this plan is accurate and has been done in accordance with Survey Practices in accordance with Survey Practices.
 Drawn: and was calculated on 10th SEPTEMBER 1998.
 (Signature) 14-9-1998.
 Surveyor registered under the Surveyors Act 1967.
 I certify that this plan is the plan prepared in accordance with the Disasters Act 1988.
 (Signature) 29/9/1998
 Chief Surveyor of the ACT Government

PLAN OF
BLOCK 5 & 6 SECTION 30
BEING A SUBDIVISION OF BLOCK 1

DIVISION: BRADDON
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY
 SCALE: 1:750

0 10 20 30 40 50 60 METRES

Deposited in the office of the Registrar of Titles in Canberra in the Australian Capital Territory on the FOURTH day of NOVEMBER 1998 at the price of TWO dollars by the ACTUARY General.

(Signature) S. ROBERTSON
 DEPUTY REGISTRAR GENERAL

DEPOSITED PLAN
9284
 AMENDS DP 3006

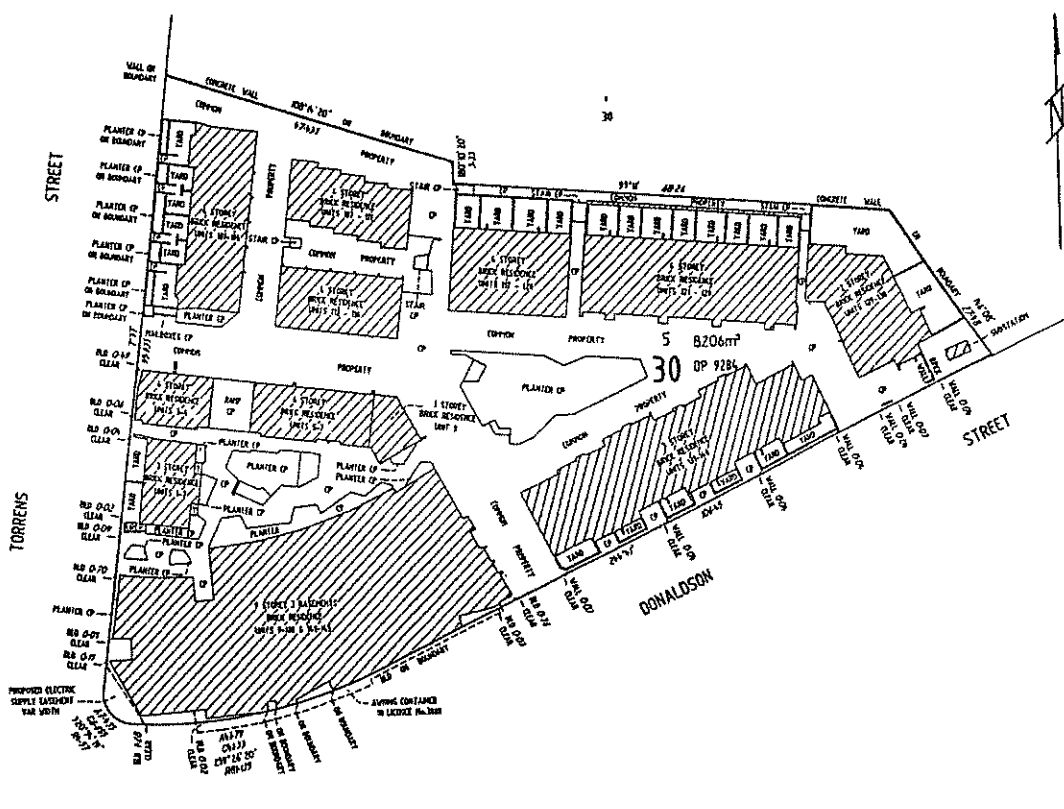


ACT
Government

**Access
Canberra.**

UPL: 13317

SECTION 1 OF 3



LAND TITLES	
ACCESS CANBERRA Chief Minister, Territory and Economic Development Directorate	
Sheet No.	1 of 44
SITE PLAN	
LAND DETAILS	
Block	5
Section	30
Division	BRADDON
Deposited Plan Number	9284
Volume/Folio	2390:4
Class of Units (A or B)	A

Approved for Block 5 Section 30
by the ACT Civil and Planning
Director 12/12/2020 in accordance
with Section 127 of the Corporations Act
2008 in the presence of

[Signature] Director
[Signature] Director
Michael Smith Glenn Walker
Michael Smith Glenn Walker

BLOCK 5 SECTION 30 PTY LTD
Incorporated in Australia

[Signature]
Lyn Trickett
Director

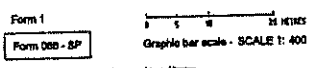
ACT Planning and Land
19 December 2020
I have approved this SITE PLAN and
AS THE SITE PLAN FOR THE PURPOSES
OF THE ABOVE MENTIONED PROVISIONS OF LAW

David Price
Registrar-General

14/12/2020

UNITS PLAN No.
13317

KUP22151



SURVEYORS DECLARATION

1. DAVID AMBRIDGE STONE
VERUS AUSTRALIA PTY LIMITED
A surveyor registered under the Surveyors Act 2007, hereby certifies that:

1. The survey represented by the diagrams on pages 1 and 2 of this plan was made and was completed on 09/12/2020.

2. The survey is in accordance with the following Acts:

- Land Titles Act 1925;
- Land Titles (Form 1) Act 1997;
- Land Titles Act 2002; and
- any other legislation and/or other Acts and in accordance with the Surveyors Practice Directions.

[Signature]
Signature of Registered Surveyor

09 DECEMBER 2020
Date

CHANGES EITHER BY PLAN OR BY FIELD SURVEY WHICH DO NOT APPLY - 204-400 CAN APPLY BY AN ENCLOSUREMENT BEFORE
OVER A ROAD OR PUBLIC PLACE (204-400) THE ENCLOSUREMENT IS AN ATTACHMENT TO THE UNITS TITLES ACT 2011.

3. Even building including parking attached to or building in the course of erection on the parcel is shown within the parcel.

4. The survey is in accordance with the following Acts:

- Land Titles Act 1925;
- Land Titles (Form 1) Act 1997;
- Land Titles Act 2002; and
- any other legislation and/or other Acts and in accordance with the Surveyors Practice Directions.

294 04 81

182 - 200 CITY WALK CANBERRA ACT 2901

LJ HOOKER STRATA
Name of Mortgage / Owners Corporation

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	30	5	13317

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	107	5	3003	773
2	110	6	3003	774
3	87	4	3003	775
4	83	6	3003	776
5	104	5	3003	777
6	94	4	3003	778
7	94	4	3003	779
8	83	3	3003	780
9	65	2	3003	781
10	65	2	3003	782
11	65	2	3003	783
12	65	2	3003	784
13	107	4	3003	785
14	65	3	3003	786
15	65	3	3003	787
16	65	3	3003	788
17	65	3	3003	789
18	46	3	3003	790
19	46	3	3003	791
20	29	3	3003	792
21	46	3	3003	793
22	45	3	3003	794
23	45	3	3003	795
24	107	4	3003	796
25	65	3	3003	797
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:	
BLOCK 5 SECTION 30 PTY LTD ACN 624 982 494 in accordance with Section 127 of the Corporations Act by or in the presence of <i>S. Hill</i> Director - Simon Mark Hillias <i>Simon Warren Holley</i> Director - Simon Warren Holley Signature of Lessee			Volume	Folio
			3003	772
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Ninth this day of December 2020 <i>Lyn Tankey</i> Delegate of the Authority/Executive			 David Pryce Registrar-General 	

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 3 of 44 Sheets



SUE
Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	30	5	13317

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	65	3	3003	798
27	65	3	3003	799
28	106	3	3003	800
29	46	3	3003	801
30	29	3	3003	802
31	45	3	3003	803
32	45	3	3003	804
33	45	3	3003	805
34	53	3	3003	806
35	106	4	3003	807
36	65	3	3003	808
37	65	3	3003	809
38	65	3	3003	810
39	106	3	3003	811
40	46	3	3003	812
41	29	3	3003	813
42	45	3	3003	814
43	45	3	3003	815
44	45	3	3003	816
45	53	3	3003	817
46	106	4	3003	818
47	65	3	3003	819
48	65	3	3003	820
49	65	3	3003	821
50	106	3	3003	822

Aggregate

BLOCK 5 SECTION 30 PTY LTD A.C.N 624 982 494 in accordance with SECTION 127 of the Corporations Act by or in the presence of:

S. Kelly Director
Brian Warren Holley Signature of Lessee

Director: Simon Mark Hawkins

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

Dated Ninth this day of December 2020

Lyn Tankey
 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
3003	772

David Pryce
 Registrar-General

Lyn Tankey
 Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	30	5	13317

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
51	46	3	3003	823
52	29	3	3003	824
53	45	3	3003	825
54	45	3	3003	826
55	45	3	3003	827
56	53	3	3003	828
57	106	4	3003	829
58	65	2	3003	830
59	65	2	3003	831
60	65	3	3003	832
61	106	3	3003	833
62	46	3	3003	834
63	29	3	3003	835
64	45	3	3003	836
65	45	3	3003	837
66	45	3	3003	838
67	53	3	3003	839
68	106	4	3003	840
69	65	2	3003	841
70	65	2	3003	842
71	65	2	3003	843
72	106	3	3003	844
73	46	3	3003	845
74	29	3	3003	846
75	45	3	3003	847
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:	
BLOCK 5 SECTION 30 PTY LTD ACN 624 982 494 in accordance with section 127 of the Corporations Act by or in the presence of <i>S.M.</i> Director - Simon Mark Howden <i>M.H.</i> Director Warren Hulley Signature of Lessee			Volume	Folio
			3003	772
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Ninth this day of December 2020 <i>Lyn Tankey</i> Delegate of the Authority/Executive			David Pryce Registrar-General Deputy Registrar-General	

Form 2

ACT GOVERNMENT
Land Titles (Unit Titles) Act 1970
Registrar-General's Office

Sheet No 5 of 44 Sheets

SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
BRADDON	30	5

Unit Plan No
13317

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
76	45	3	3003	848
77	45	3	3003	849
78	53	3	3003	850
79	106	4	3003	851
80	65	2	3003	852
81	65	2	3003	853
82	65	2	3003	854
83	106	3	3003	855
84	46	3	3003	856
85	29	3	3003	857
86	45	3	3003	858
87	45	3	3003	859
88	45	3	3003	860
89	53	3	3003	861
90	106	4	3003	862
91	65	2	3003	863
92	65	2	3003	864
93	65	2	3003	865
94	106	3	3003	866
95	46	3	3003	867
96	29	3	3003	868
97	45	3	3003	869
98	45	3	3003	870
99	45	3	3003	871
100	53	3	3003	872

Aggregate

BLOCK 5 SECTION 30 PTY LTD ACN 624 982 494 in accordance with section 127 of the Corporations Act by or in the presence of

S.M. Director
Walter Holley Director
 Director Simon Mark Hawkins Signature of Lessee

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
3003	772

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

Dated Ninth this day of December 2020

Lyn Tankey
 Delegate of the Authority/Executive

David Pryce
 Registrar-General

[Signature]
 Deputy Registrar-General

SUE
Form 076



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	30	5	13317

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
101	116	1	3003	873
102	67	2	3003	874
103	67	2	3003	875
104	68	2	3003	876
105	68	2	3003	877
106	115	3	3003	878
107	65	1	3003	879
108	63	1	3003	880
109	60	1	3003	881
110	60	1	3003	882
111	66	1	3003	883
112	66	2	3003	884
113	65	2	3003	885
114	65	2	3003	886
115	65	2	3003	887
116	70	1	3003	888
117	127	2	3003	889
118	112	2	3003	890
119	112	2	3003	891
120	127	2	3003	892
121	89	2	3003	893
122	96	2	3003	894
123	91	2	3003	895
124	96	2	3003	896
125	91	2	3003	897
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:	
BLOCK 5 SECTION 30 PTY LTD ACN 624982 494 in accordance with section 127 of the corporations Act by or in the presence of <i>S. Kelly</i> Director <i>Simon Mark Howkins</i> Director <i>Warren Holley</i> Signature of Lessee			Volume	Folio
			3003	772
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated Ninth this day of December 2020 <i>V. Vally</i> Lyn Tankey Delegate of the Authority/Executive			 David Pryce Registrar-General Deputy Registrar-General	

LAND TITLES
ACCESS CANBERRA
 Chief Address, Treasury and
 Economic Development Directorate

Sheet No. **B** of **44**

FLOOR PLAN

Block
5

Section
30

Division
BRADDON

FLOOR NUMBER
INDEX

Drawn by **Shane S. Smithson** 2010
 by the ACT LRS THE ACT is accordance
 with Section 127 of the Capital Territory
 Act 1988 as amended

S.H.S. Director
M.H.L. Director
 1/20/10

BLOCK 5 SECTION 30 PTY LTD
 Director of Land
Wally
 Delegate of the
 ACT Planning and Land Authority

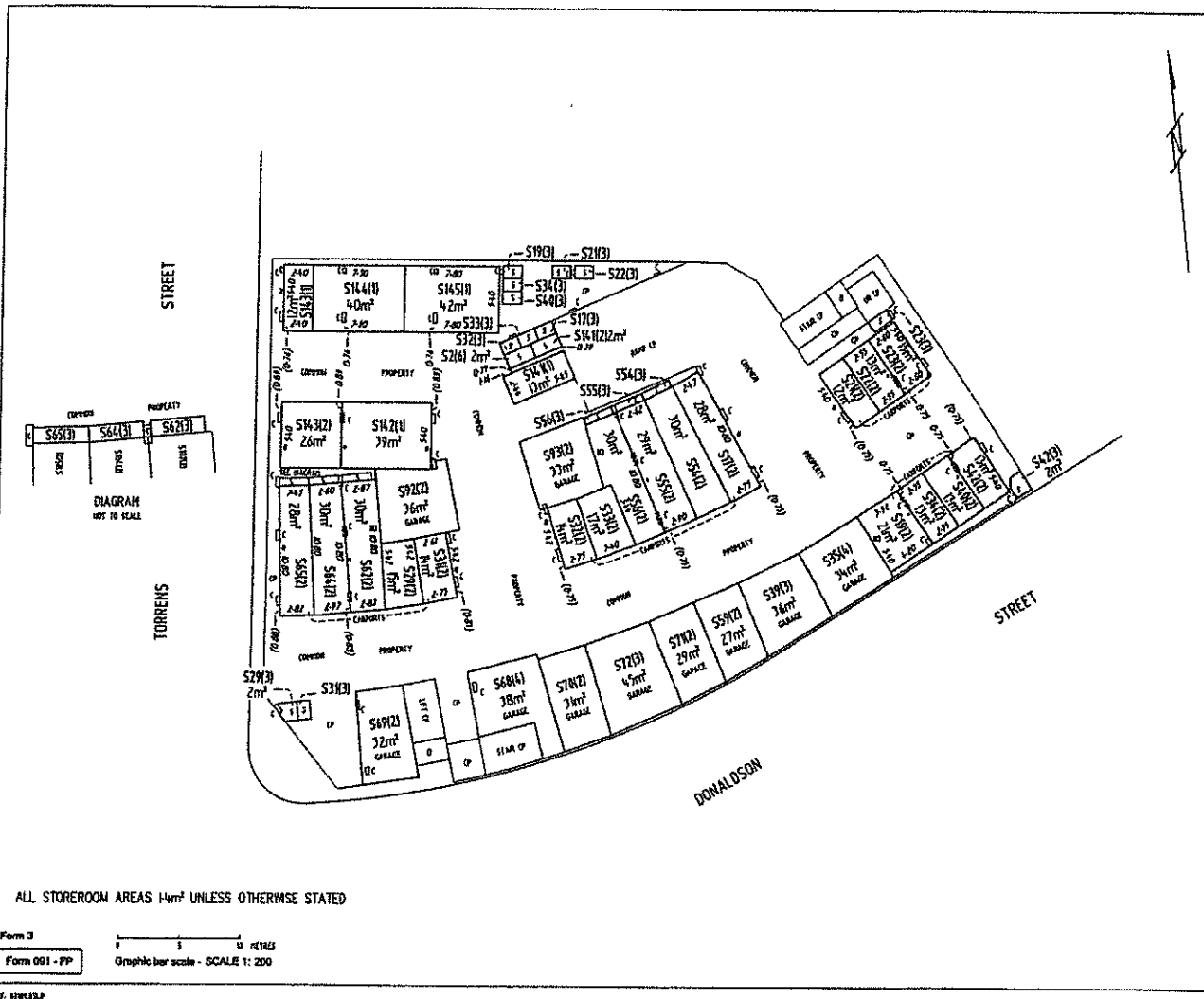
APPROVED UNDER THE GREAT TITLE ACT 2004
 AS THE UNIT PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCELS OF LAND

UNITS PLAN No.
13317

UNIT No.	METRE/FEET			YARD		MILIMETER		CARSPACE/TOTAL		STRENGTH		SUBSIDIARY TOTAL
	SHEET No.	FLOOR	DOOR No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.		
1	16, 18, 21	G.I. 2	1	1, 2	16, 18	3, 4	18, 21	5	12	6	10	6
2	16, 18, 21	G.I. 3	2	1, 2	16, 18	3, 4	18, 21	5	12	6	10	6
3	16, 18, 21, 24	G.I. 3, 3	3	1, 2	16, 18	3, 4	18, 21, 24	5	12	6	11	7
4	16, 18, 21, 24	G.I. 3, 3	4	1, 2	16, 18	3, 4	18, 21, 24	5	12	6	11	7
5	16, 18, 21, 24	G.I. 3, 3	5	1, 2	16, 18	3, 4	18, 21, 24	5	12	6	11	7
6	16, 18, 21, 24	G.I. 3, 3	6	1, 2	16, 18	3, 4	18, 21, 24	5	12	6	11	7
7	16, 18, 21, 24	G.I. 3, 3	7	1, 2	16, 18	3, 4	18, 21, 24	5	12	6	11	7
8	16, 18, 21	G.I. 3	8	1, 2	16, 18	3, 4	18, 21	5	12	6	10	6
9	16, 18, 21	G.I. 3	9	1, 2	16, 18	3, 4	18, 21	5	12	6	10	6
10	16, 18, 21	G.I. 3	10	1	16			2	12			2
11	16, 18, 21	G.I. 3	11	1	16			2	12			2
12	16, 18, 21	G.I. 3	12	1	16			2	12			2
13	16, 18, 21	FRST	13	1, 2, 3	16, 18, 18	4	11					4
14	16, 18, 21	FRST	14	1	16			3	12	3	12	3
15	16, 18, 21	FRST	15	1	16			3	12	3	12	3
16	16, 18, 21	FRST	16	1	16			3	12	3	12	3
17	16, 18, 21	FRST	17	1	16			3	12	3	12	3
18	16, 18, 21	FRST	18	1	16			3	12	3	12	3
19	16, 18, 21	FRST	19	1	16			3	12	3	12	3
20	16, 18, 21	FRST	20	1	16			3	12	3	12	3
21	16, 18, 21	FRST	21	1	16			3	12	3	12	3
22	16, 18, 21	FRST	22	1	16			3	12	3	12	3
23	16, 18, 21	FRST	23	1	16			3	12	3	12	3
24	16, 18, 21	FRST	24	1, 2, 3	16, 18, 21	4	12					4
25	16, 18, 21	SECOND	25	1	16			3	12	3	12	3
26	16, 18, 21	SECOND	26	1	16			3	12	3	12	3
27	16, 18, 21	SECOND	27	1	16			3	12	3	12	3
28	16, 18, 21	SECOND	28	1, 2	16, 18	3	12					3
29	16, 18, 21	SECOND	29	1	16			3	12	3	12	3
30	16, 18, 21	SECOND	30	1	16			3	12	3	12	3
31	16, 18, 21	SECOND	31	1	16			3	12	3	12	3
32	16, 18, 21	SECOND	32	1	16			3	12	3	12	3
33	16, 18, 21	SECOND	33	1	16			3	12	3	12	3
34	16, 18, 21	SECOND	34	1, 2, 3	16, 18, 21	4	12					4
35	16, 18, 21	THRD	35	1	16			3	12	3	12	3
36	16, 18, 21	THRD	36	1	16			3	12	3	12	3
37	16, 18, 21	THRD	37	1	16			3	12	3	12	3
38	16, 18, 21	THRD	38	1	16			3	12	3	12	3
39	16, 18, 21	THRD	39	1, 2	16, 18	3	12					3
40	16, 18, 21	THRD	40	1	16			3	12	3	12	3
41	16, 18, 21	THRD	41	1	16			3	12	3	12	3
42	16, 18, 21	THRD	42	1	16			3	12	3	12	3
43	16, 18, 21	THRD	43	1	16			3	12	3	12	3
44	16, 18, 21	THRD	44	1	16			3	12	3	12	3
45	16, 18, 21	THRD	45	1	16			3	12	3	12	3
46	16, 18, 21	THRD	46	1, 2, 3	16, 18, 21	4	12					4
47	16, 18, 21	FOURTH	47	1	16			3	12	3	12	3
48	16, 18, 21	FOURTH	48	1	16			3	12	3	12	3
49	16, 18, 21	FOURTH	49	1	16			3	12	3	12	3
50	16, 18, 21	FOURTH	50	1, 2	16, 18	3	12					3
51	16, 18, 21	FOURTH	51	1	16			3	12	3	12	3
52	16, 18, 21	FOURTH	52	1	16			3	12	3	12	3
53	16, 18, 21	FOURTH	53	1	16			3	12	3	12	3
54	16, 18, 21	FOURTH	54	1	16			3	12	3	12	3
55	16, 18, 21	FOURTH	55	1	16			3	12	3	12	3
56	16, 18, 21	FOURTH	56	1	16			3	12	3	12	3
57	16, 18, 21	FIFTH	57	1, 2, 3	16, 18, 21	4	12					4
58	16, 18, 21	FIFTH	58	1	16			3	12	3	12	3
59	16, 18, 21	FIFTH	59	1	16			3	12	3	12	3
60	16, 18, 21	FIFTH	60	1	16			3	12	3	12	3
61	16, 18, 21	FIFTH	61	1, 2	16, 18	3	12					3
62	16, 18, 21	FIFTH	62	1	16			3	12	3	12	3
63	16, 18, 21	FIFTH	63	1	16			3	12	3	12	3
64	16, 18, 21	FIFTH	64	1	16			3	12	3	12	3
65	16, 18, 21	FIFTH	65	1	16			3	12	3	12	3
66	16, 18, 21	FIFTH	66	1	16			3	12	3	12	3
67	16, 18, 21	FIFTH	67	1	16			3	12	3	12	3
68	16, 18, 21	SIXTH	68	1, 2, 3	16, 18, 21	4	12					4
69	16, 18, 21	SIXTH	69	1	16			3	12	3	12	3
70	16, 18, 21	SIXTH	70	1	16			3	12	3	12	3
71	16, 18, 21	SIXTH	71	1	16			3	12	3	12	3
72	16, 18, 21	SIXTH	72	1, 2	16, 18	3	12					3

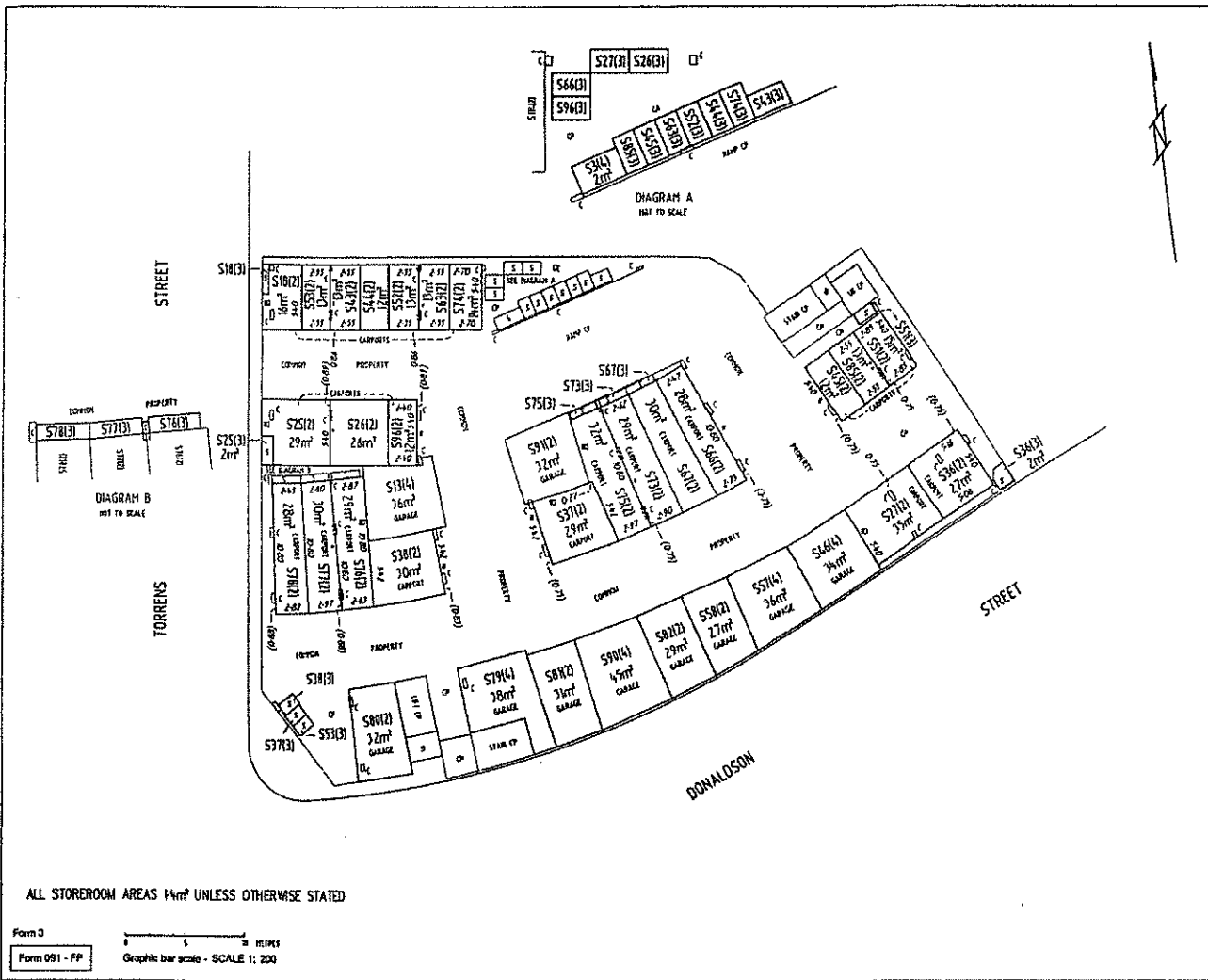
Form 3
 Form 091 - PP

MA 11/01/09



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 10 of 17
FLOOR PLAN
Block 5
Section 30
Division BRADDON
FLOOR NUMBER BASEMENT 3
Approved by Section 30 section 30 for the purposes of the Act under the provisions of the Act by the person of <i>S.H.H.</i> Samantha Hawkins
BLOCK 5 SECTION 30 PTY LTD Proprietor of Lot <i>V. Wally</i> Lyn Tully Director of ACT Planning and Land Authority
APPROVED UNDER THE LAND TITLE ACT 1988 AS THE UNIT PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCEL OF LAND CLASS 1 UNIT SUBDIVISION SEE PLAN 1 FOR LEGEND
UNITS PLAN No. 13317

NO: 010432P



LAND TITLES	
ACCESS CAMBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	11 of 14
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	BASEMENT 2
<p>Controlled by Block 5 Section 30 of the ACT Planning and Land Administration Act 1988 in accordance with Section 117 of the same Act as shown by the presence of</p> <p><i>[Signature]</i> Director Peter Mark Brown Deputy Director Brenda Johnston Deputy Director</p>	
BLOCK 5 SECTION 30 PTY LTD Equity of Lanes	
<p><i>[Signature]</i> Lyn Denbury Company Director ACT Planning and Land Administration</p>	
<p>APPROVED UNDER THE LAND TITLES ACT 1988, AS THE UNIT PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND</p>	
<p>CLASS A UNIT SUBSTANCES SEE SHEET 9 FOR LEGEND</p>	
UNITS PLAN No.	
18317	

ALL STOREROOM AREAS 14m² UNLESS OTHERWISE STATED

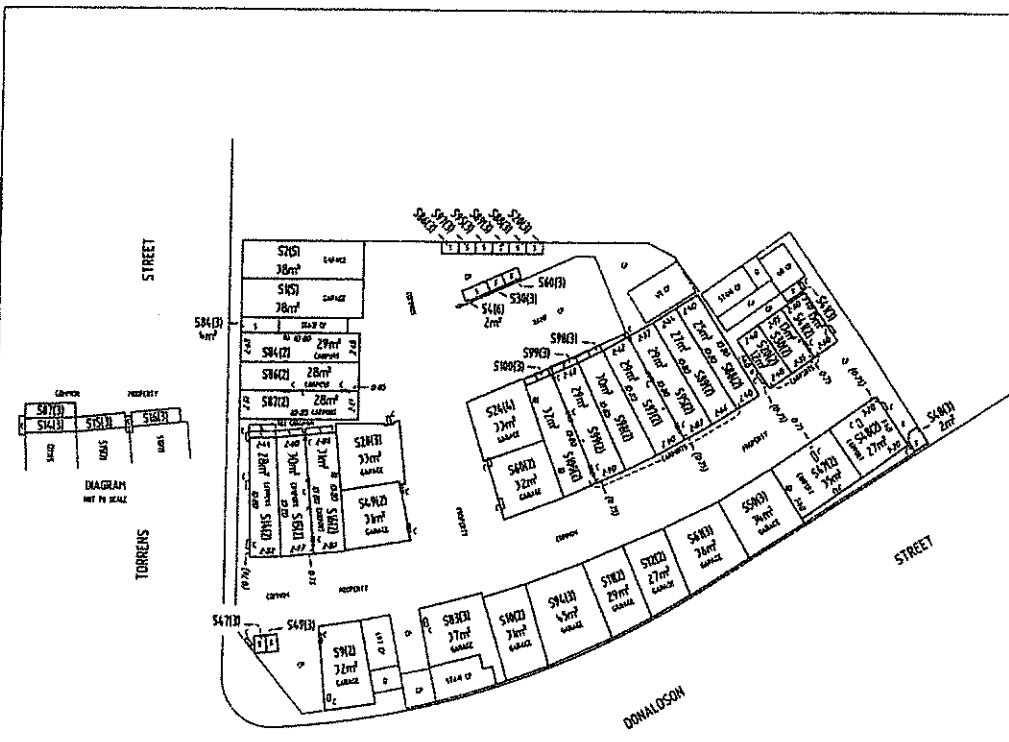
Form D
Form D91 - FP
Graphic bar scale - SCALE 1: 200

LAND TITLES
 ACCESS CAMBERRA
 Civil Works, Survey and
 Economic Development Directorate
 (Sheet No. 11 of 24)
FLOOR PLAN
 Block
 5
 Section
 30
 District
 BRADDOON
 FLOOR NUMBER
 BASEMENT 1

Drawn by: [Signature]
 Checked by: [Signature]
 Date: 10/10/2011

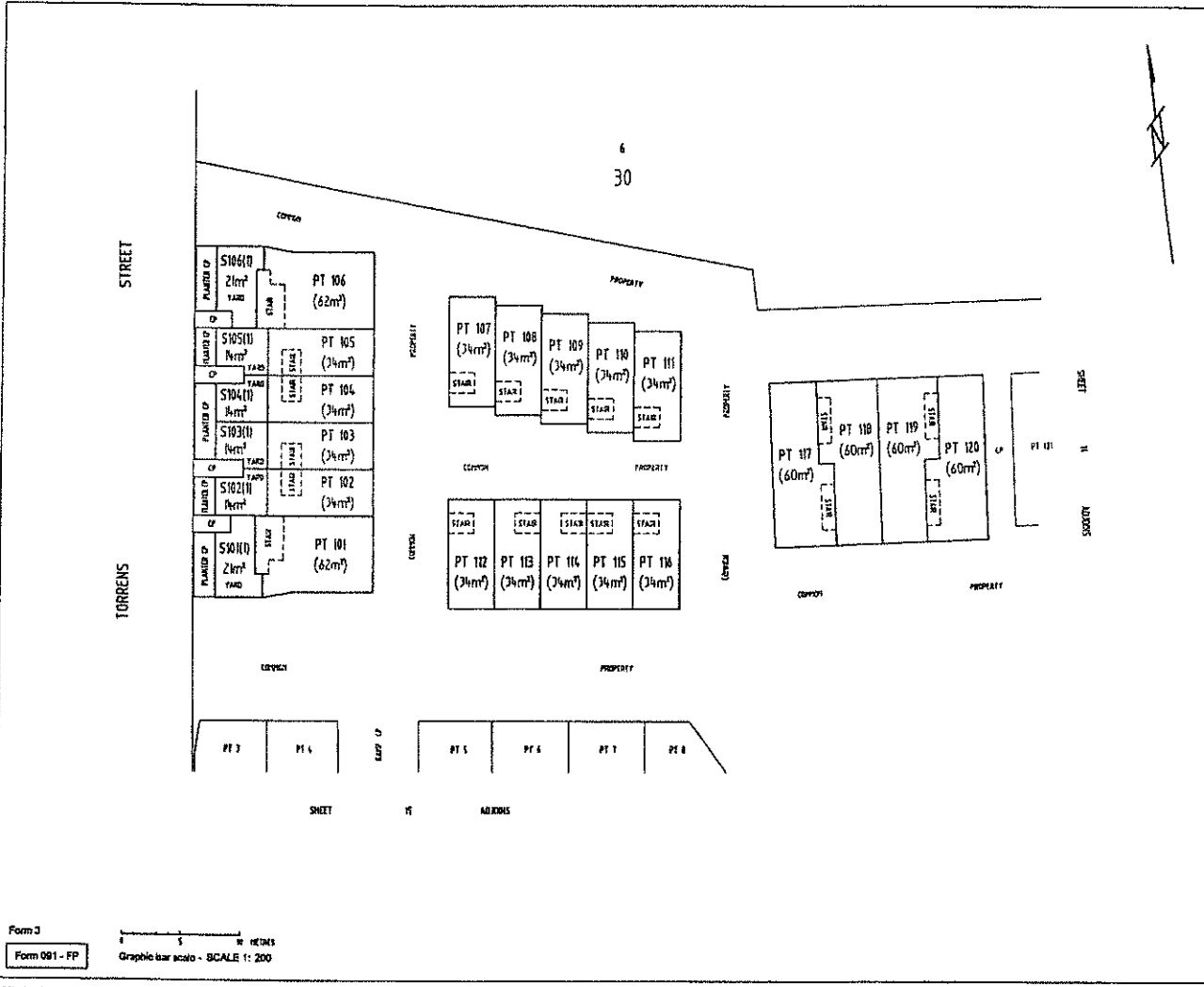
BLOCK 5 SECTION 30 PTY LTD
 Sydney of Law
 [Signature]
 Director of the
 ACT Planning and Land Authority
 ACT Planning and Land Authority
 ACT PLANNING AND LAND AUTHORITY
 ACT PLANNING AND LAND AUTHORITY

UNITS PLAN No.
 13817



ALL STOREROOM AREAS 14m² UNLESS OTHERWISE STATED

Form 3
 Form 091 - FP
 Graphical bar scale - SCALE 1: 200



LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	19 of 47
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	GROUND

Approved by Block 5 Section 30
 to comply with Section 137 of the Corporations Act
 to be provided to
 [Signatures]
 Director of Planning
 Director of Building
 Director of Environment
 Director of Infrastructure
 Director of Land

BLOCK 5 SECTION 30 PTY LTD
 Republic of Lesotho

[Signature]
 Lyn Tansley
 Director of Planning and Land Authority

APPROVED UNDER THE LAND TITLES ACT 2014
 AS THE SHEET PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCELS OF LAND
 CLASS & USES ARE LEFT UNDETERMINED
 SEE SHEET 9 FOR LEGEND

UNITS PLAN No.
 13317

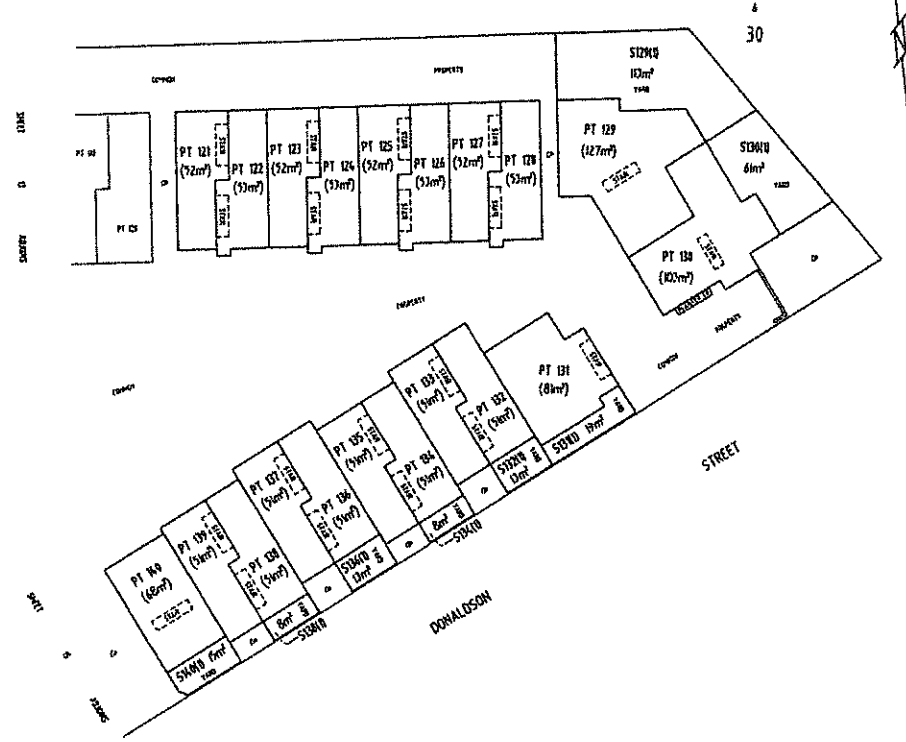
Form 3
 Form 091 - FP
 Graphical scale - SCALE 1: 200
 0 5 10 METRES

LAND TITLES	
ACCESS DANBERRA	
Chief Planner, Theory and	
Development Directorate	
Sheet No.	14
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	GROUND

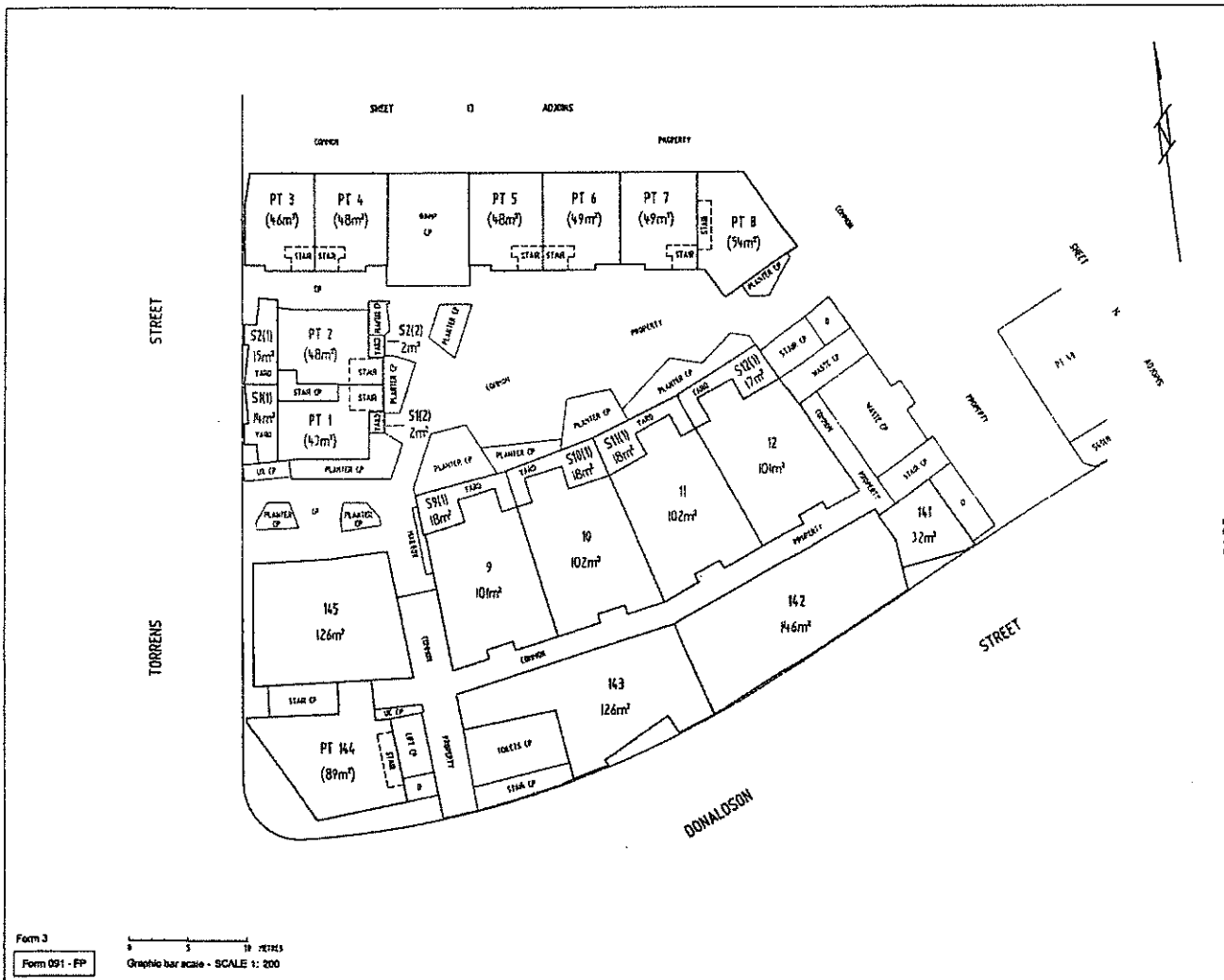
Approved by: *[Signature]* Date: 14/01/2014
 Checked by: *[Signature]* Date: 14/01/2014
 Drawn by: *[Signature]* Date: 14/01/2014

BLOCK 5 SECTION 30 PPV/LTA
 Signature: *[Signature]*
 Date: 14/01/2014
 Approved by: *[Signature]* Date: 14/01/2014
 Checked by: *[Signature]* Date: 14/01/2014
 Drawn by: *[Signature]* Date: 14/01/2014

UNITS PLAN No.
 13317



Form 3
 Form DB1 - FP
 Graphic scale - SCALE 1:200



LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	18 of 44
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	GROUND
<p>APPROVED UNDER THE LAND TITLES ACT 1988 AS THE UNIT'S PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND CLASS 4 LOTS AND UNIT SUBDIVISIONS SEE SHEET 1 FOR LEGEND</p>	
<p>BLOCK 5 SECTION 30 PTY LTD Signature of Lessee <i>Lyn Disher</i> Director of the ACT Planning and Land Authority</p>	
<p>APPROVED UNDER THE LAND TITLES ACT 1988 AS THE UNIT'S PLAN FOR THE SUBDIVISION OF THE ABOVE MENTIONED PARCELS OF LAND CLASS 4 LOTS AND UNIT SUBDIVISIONS SEE SHEET 1 FOR LEGEND</p>	
<p>UNITS PLAN No. 13317</p>	

Form 3
Form 091 - FP
Graphic bar scale - SCALE 1: 200

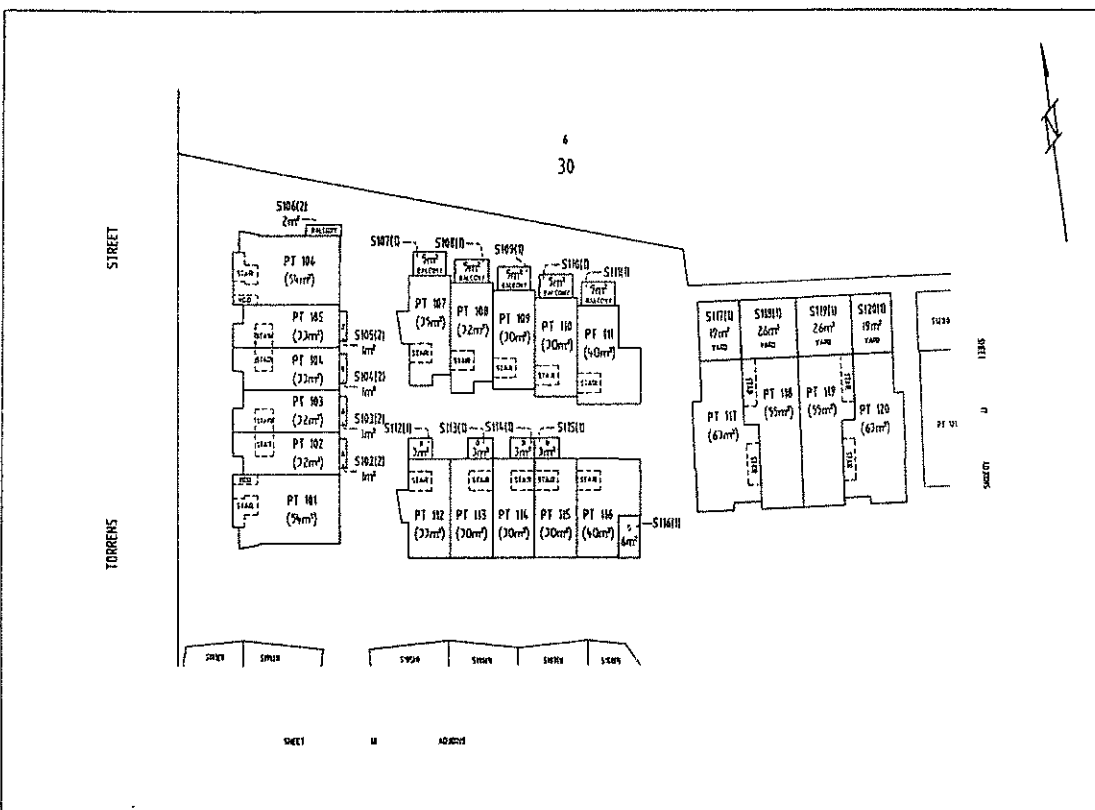


ACT
Government

**Access
Canberra.**

UPL: 13317

SECTION 2 OF 3



LAND TITLES ADVERSE CAMBERA City of Canberra, Territory and Commonwealth Development Commission	
Sheet No.	10 of 45
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	FIRST

Prepared by: [Signature]
 Checked by: [Signature]
 Date: [Date]

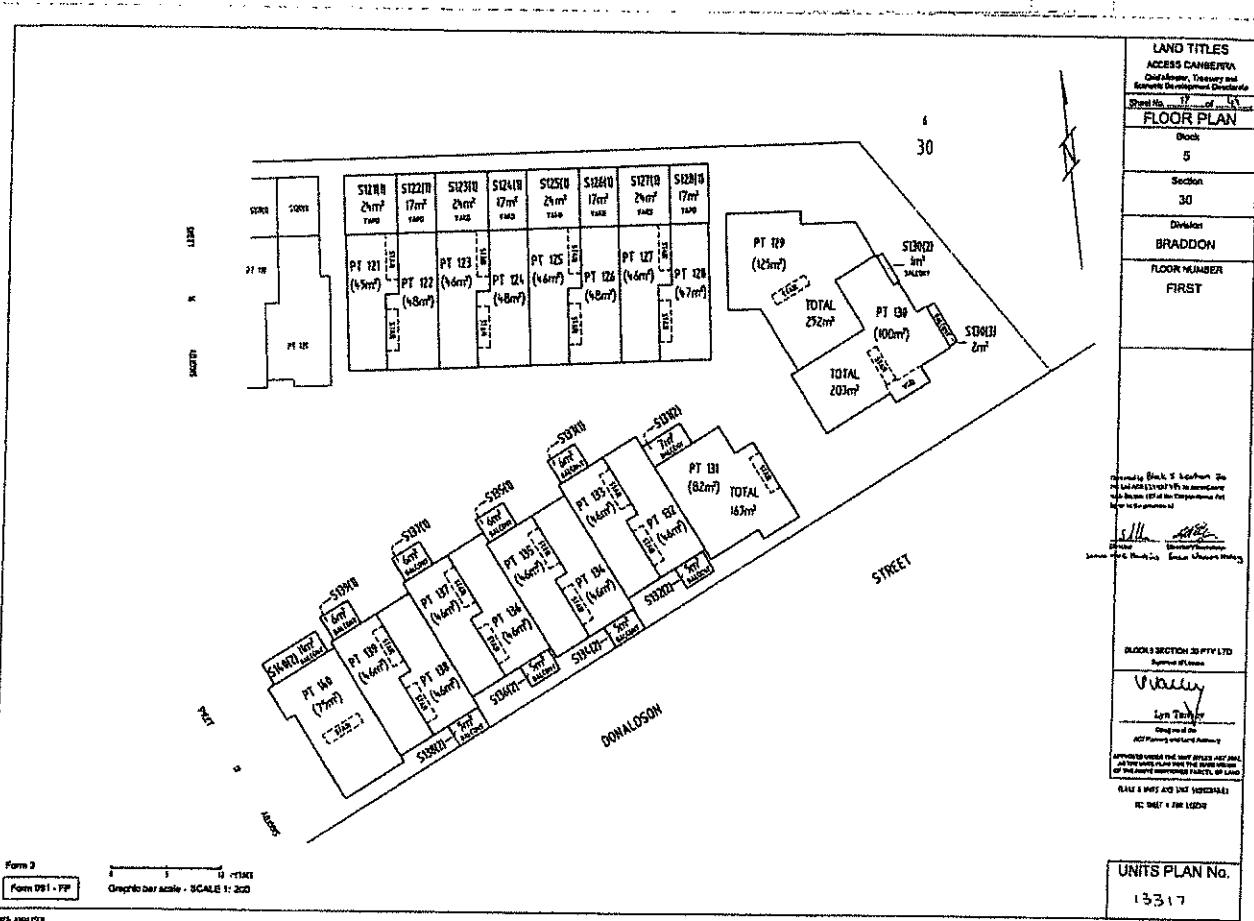
BLOCK & SECTION 30 PT LTD
 City of Canberra
 Department of Planning and Local Authority

Approved under the Land Use Act 1988
 and the Building Act 1984
 and the Building Regulation 1984
 of the Capital Territory of Australia

CLASS & LINES AND LINES DISTANCES
 SEE SHEET 9 FOR LEGEND

Form 3
 Form 091 - FP
 Graphical scale - SCALE 1: 200
 0 5 10 METRES

UNITS PLAN No.
 13317



LAND TITLES
ACCESS DANIELWA
 Queensland, Territory and
 Community Development Directorate

Sheet No. 17 of 15

FLOOR PLAN

Block
5

Section
30

Division
BRADDON

FLOOR NUMBER
FIRST

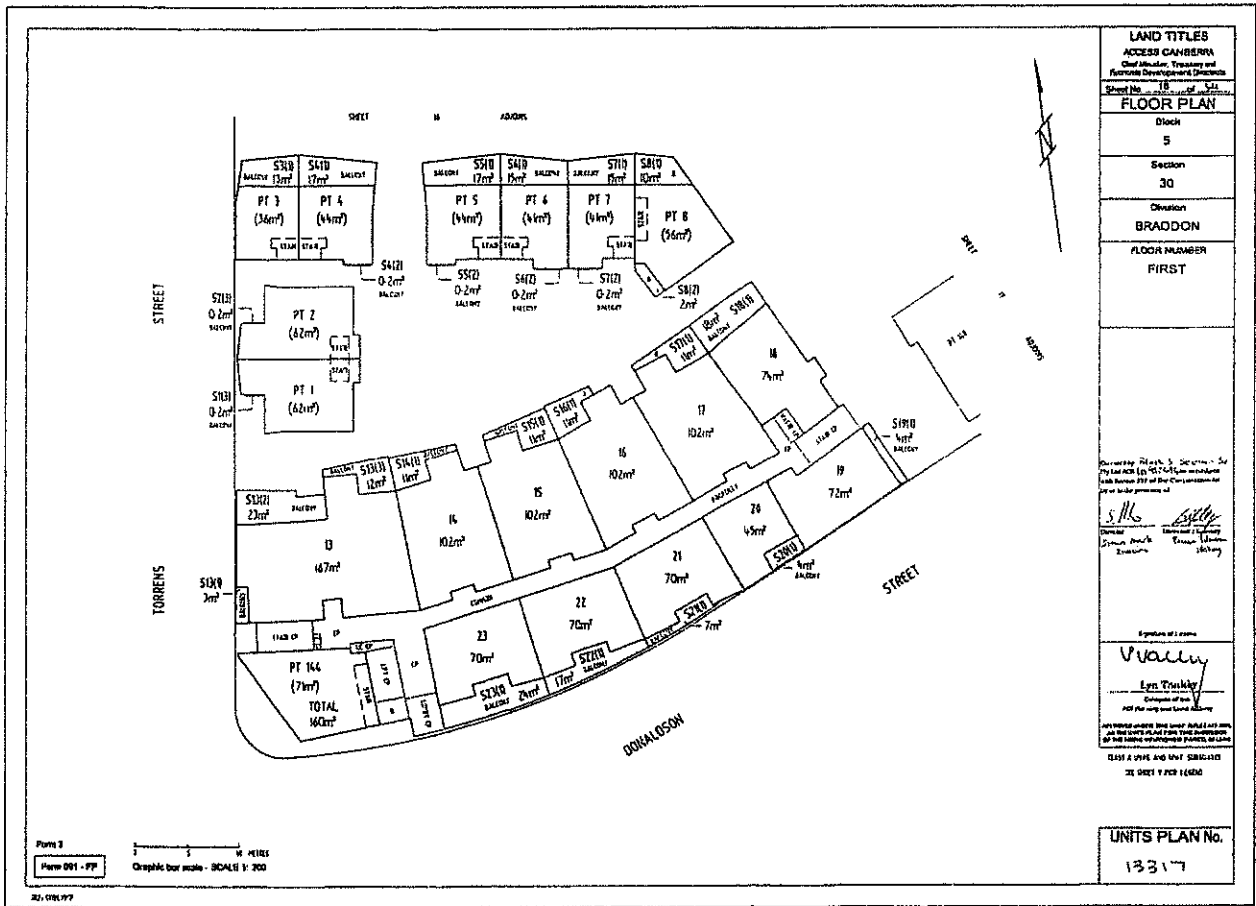
Approved by (Block 5) on 10/01/2011
 by (Access) 11/01/2011 in accordance
 with Section 107 of the Conveyancing Act
 1919 as amended.

[Signature]
 Lyn Turner
 Director of Planning and Land Services

BLOCK SECTION 30 PT 1 LTD
 Registered Office
[Signature]
 Lyn Turner
 Director of Planning and Land Services
 Queensland Planning and Land Services
 11/01/2011

UNITS PLAN No.
 13317

Form 3
 Form 091 - FP
 Graphical Bar scale - SCALE 1: 200



LAND TITLES	
ACCESS GAMBERRA	
Chief Minister, Treasury and	
Regional Development Directorate	
Street No. 18, 20, 22, 24	
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	FIRST

For every Plan, 3, Section 5, the Registrar of Land Titles is required to issue Form 211 of the Constitution for the purposes of

S. H. G. *S. H. G.*
 Director General of Land Titles
 Director General of Land Titles

I certify that I am

V. Vally
 Lynn Trishley
 Director of Land Titles

THIS A DIVE AND NOT SUBSIDIES
 DE DRET 7 PER 14240

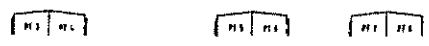
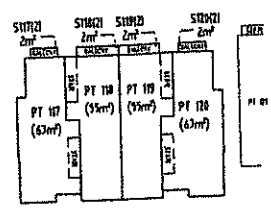
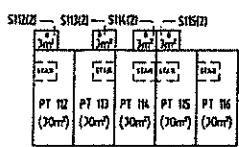
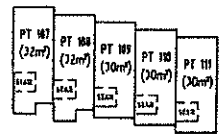
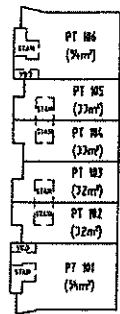
UNITS PLAN No.
 13317

Plans 2
 Plans 001 - PP
 Graphic bar scale - SCALE 1: 200
 0 5 10 METRES

22, 078, 977

4
30

STREET
TORRENS



SHEET II ADDRESS

LAND TITLES
ACCESS CAMERA
Chief Executive, Energy and Community Development Directorate
Contract No. 19 of 2017
FLOOR PLAN
Block
5
Section
30
Division
BRADDON
FLOOR NUMBER
SECOND

Approved by Council 5th August 2017
The Building Code of Practice
with Section 227 of the Ordinance
relating to the construction of
buildings

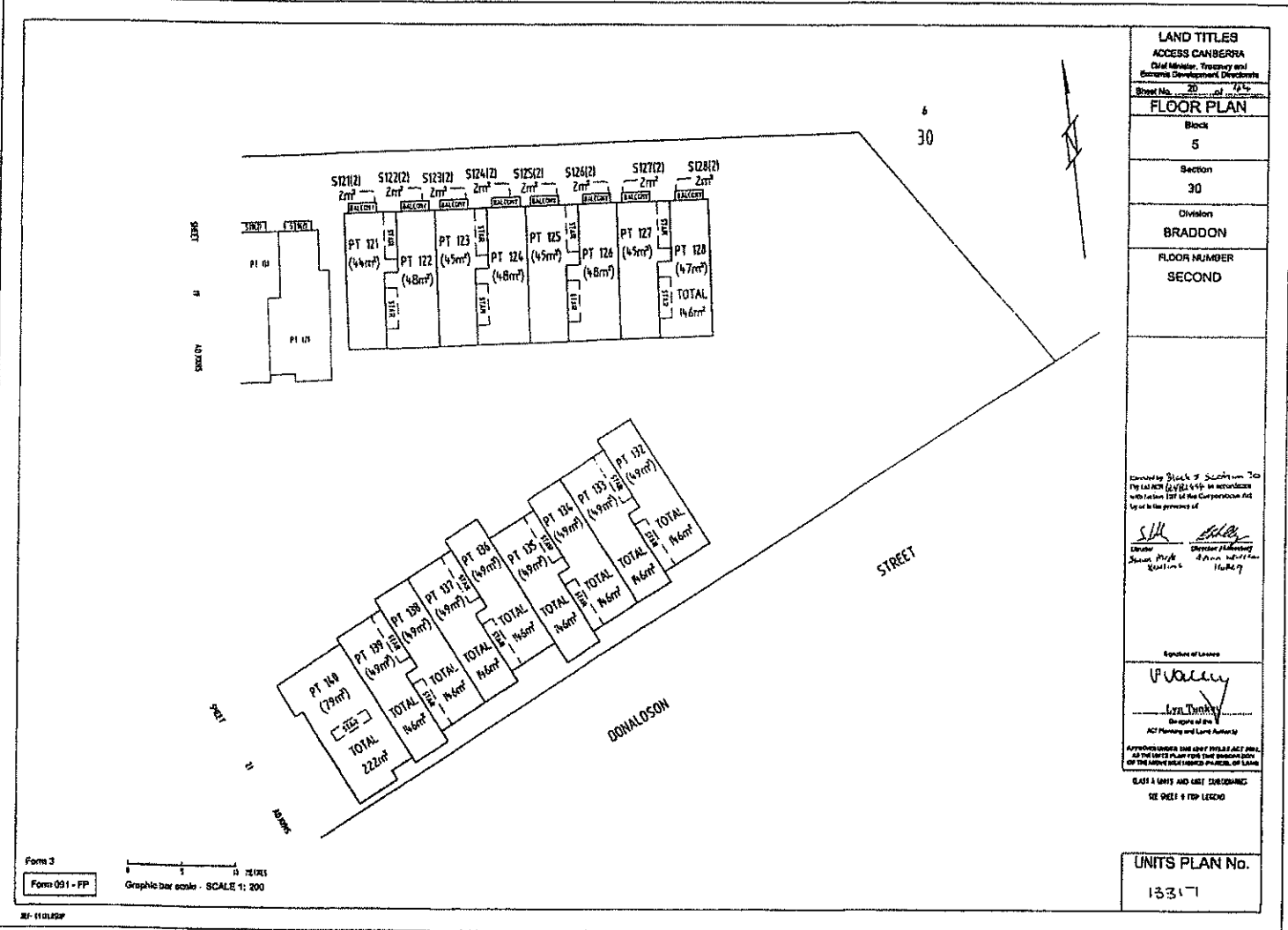
S. L. ...
Director
Building Code of Practice

Approved by Council 5th August 2017
The Building Code of Practice
with Section 227 of the Ordinance
relating to the construction of
buildings

V. Vally
City Council
Chief Executive

UNITS PLAN NO.
13317

Form 3
Form 001 - FP
Graphic bar scale - SCALE 1: 200



LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development, Directorate	
Street No.	20 of 22
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	SECOND

Examined by Clerk of Scrutiny To the Land Act 1925 & 1934 in accordance with Section 127 of the Corporations Act 1945 in the presence of:

S.H.H. Director
A.M.H. Director (Planning)

Signature of Lessee

V. Valley
 Director
 ACT Planning and Land Authority

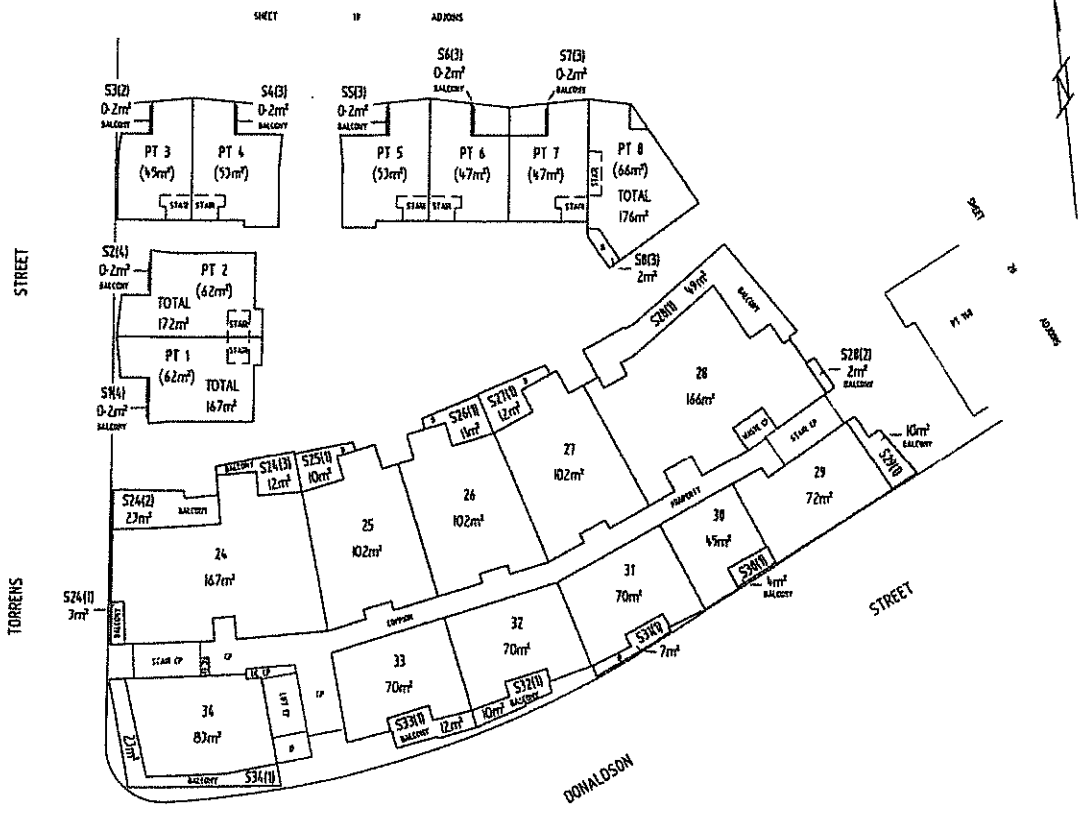
APPROVED UNDER THE LAND TITLE ACT 1925 AS THE LATEST PLAN FOR THE ABOVE LAND OF THE ABOVE NAMED PARCELS OF LAND

LAST & BEST DEDUCING
 SEE SHEET 1 TOP LEGEND

UNITS PLAN NO.
 133171

Form 3
 Form 091 - FP
 Graphic bar scale - SCALE 1: 200

JUL 11 01 1997



LAND TITLES	
ACCESS CANTERRA	
Civil Engineer, Territory and Economic Development Directorate	
Sheet No. 21 of 44	
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	SECOND

Examined by: *[Signature]* Section 132
 The Land Act 1934, 1942, 1954 amendments
 with Particular 127 of the Ordinance Act
 by me for the purposes of:

[Signature] *[Signature]*
 Simon Heath Simon Heath
 Manager Manager

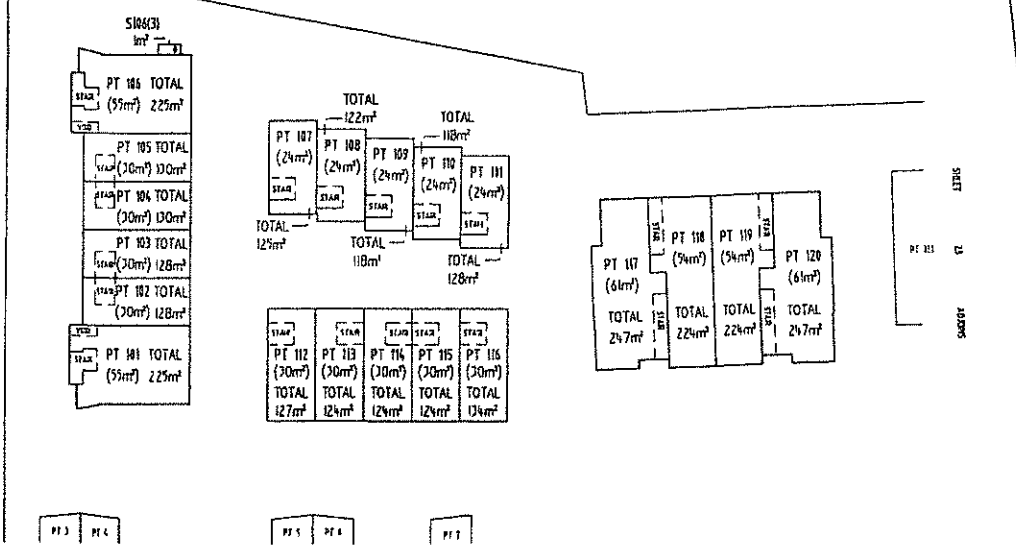
Signed at London
[Signature]
 Lynn D'Amico
 Director of the
 ACT Property and Land Records
 APPROVED UNDER THE LAND ACT 1934 BY ME
 AS THE PART PLAN FOR THE SUBDIVISION
 OF THE ABOVE MENTIONED PARCELS OF LAND
 PLACE A COPY AND THE SUBDIVISIONS
 SEE SHEET 9 FOR LEGEND

UNITS PLAN No.
 13317

Form 3
 Form 091 - FP
 Graphic bar scale - SCALE 1: 200

6
30

STREET
TORRENS



LAND TITLES
ACCESS CANBERRA
Chief Minister, Treasury and Economic Development Directorate

Sheet No. 22 of 14

FLOOR PLAN

Block 5

Section 30

Division BRADDON

FLOOR NUMBER THIRD

Controlled by: BIA 2013 Section 20
The ACT Planning and Land Authority
with reference to the ACT Planning and Land Authority Act 2013
and to the provisions of

S.M.
Director

[Signature]
Director of Planning and Land Authority

APPROVED UNDER THE LAND TITLES ACT 1988
ALL THE UNITS PLANS FOR THIS DEVELOPMENT
OF THE ACT HAVE BEEN REGISTERED AT THE ACT PLANNING AND LAND AUTHORITY

CLASS 3 UNITS AND UNIT SUBDIVISIONS
SEE SHEET 1 FOR LEGEND

UNITS PLAN No.
13317

Form 3
Form 081 - FP
Graph bar scale - SCALE 1: 200

NSW 10/10/08

SHEET 22 SHADBY



PT 121 (44m ²)	PT 122 (48m ²)	PT 123 (45m ²)	PT 124 (48m ²)	PT 125 (45m ²)	PT 126 (48m ²)	PT 127 (45m ²)
TOTAL 185m ²	TOTAL 197m ²	TOTAL 188m ²	TOTAL 197m ²	TOTAL 188m ²	TOTAL 197m ²	TOTAL 189m ²

SHEET 24 SHADBY

DONALDSON STREET

STREET

6
30

LAND TITLES
ACCESS CANBERRA
Civil Works, Treasury and
Economic Development Directorate

Sheet No. 23 of 34

FLOOR PLAN

Block	5
Section	30
Division	BRADDOON
FLOOR NUMBER	THIRD

Drawn by S. Hill & J. Taylor
The Civil Works, Treasury and Economic Development Directorate
1000 Canberra ACT of the Commonwealth of Australia
in the presence of

S. Hill Director
J. Taylor Director

Signature of Licensee
Lyn Taylor
Designer in charge
ACT Planning and Land Access

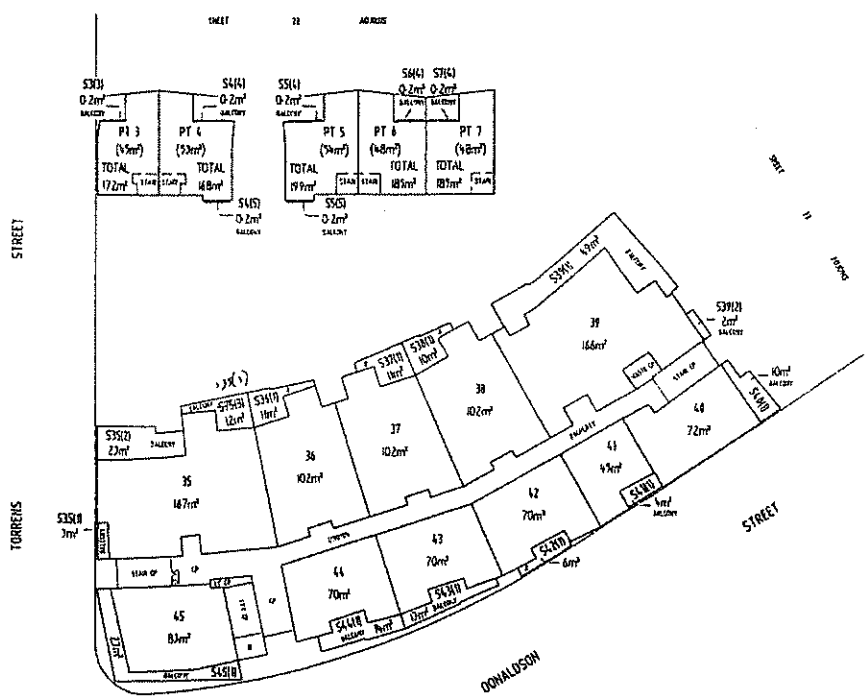
APPROVED UNDER THE SURVEY ACT 1981
AS THE QUOTE PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCELS OF LAND
CLASS A UNITS AND UNIT SUBDIVISIONS
SEE SHEET 1 FOR LEGEND

UNITS PLAN No.
13317

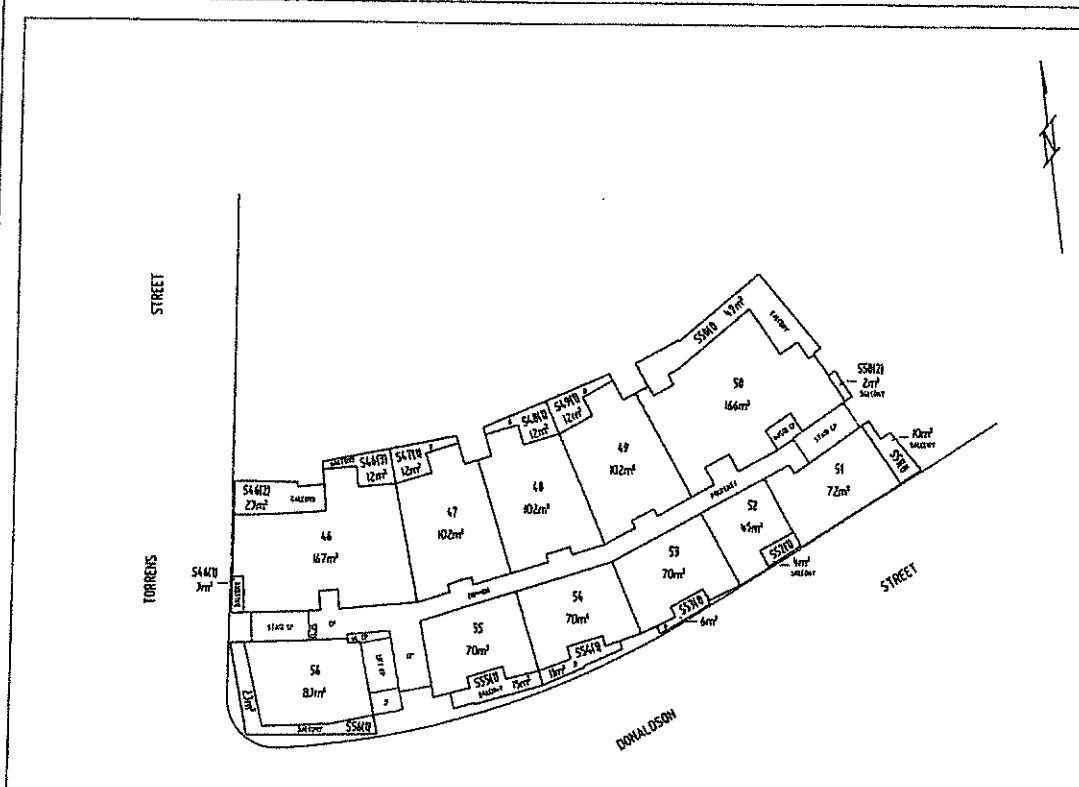
Form 3
Form 081 - FP
Graphic bar scale - SCALE 1: 200

ACT Planning

LAND TITLES	
ACCESS CAMBERARA	
Date of Approval: 15/04/2011	
Project No: 13317	
FLOOR PLAN	
Block	5
Section	3D
Owner	BRADDON
FLOOR NUMBER	THIRD
<p>Approved by 15/04/2011 11:42 AM 13317 Units Plan No. 13317 13317 Units Plan No. 13317</p> <p><i>S. J. Braddon</i> Director of Planning 15/04/2011</p> <p><i>V. Vainy</i> Director of Planning 15/04/2011</p>	
UNITS PLAN No.	
13317	



Form 5
 Plans 091 - FP
 Graphical bar scale - SCALE 1: 200



Form 5
 Planning - PP
 Graphical Area Scale - SCALE 1: 200

LAND TITLES
 ACCESS CAMBERRA
 Child Home, Tenancy and
 Community Development Corporation
 Shared by _____ of _____
FLOOR PLAN
 Block
 5
 Section
 30
 Division
 BRADDON
 FLOOR NUMBER
 FOURTH

Checkable Plans & Certificates to
 be lodged with the Registrar of
 Titles for the purposes of the
 Transfer of Land Act 1958
 (1) _____
 Director
 (2) _____
 Director

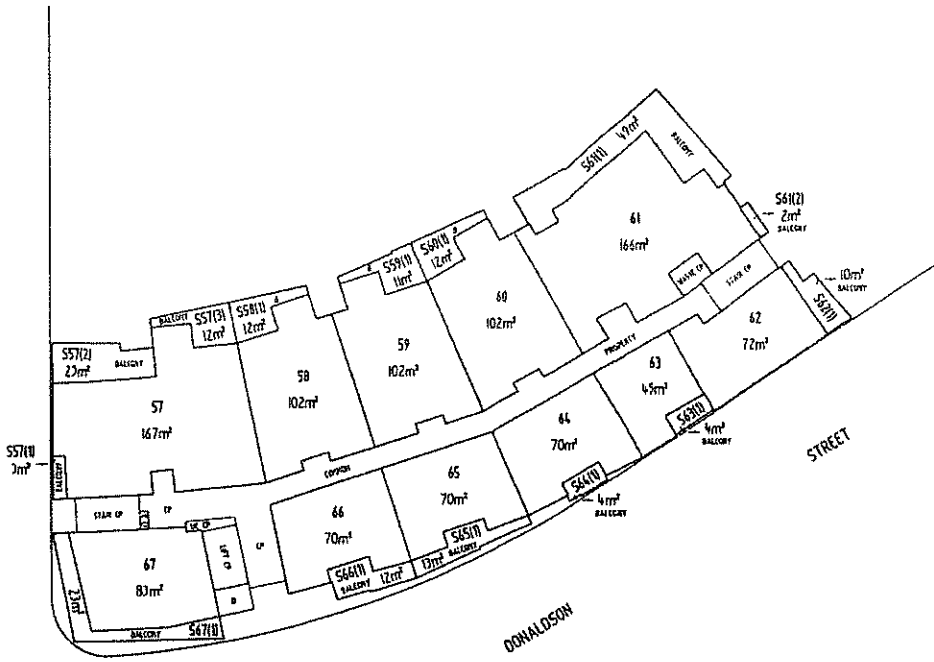
Signature
V. Vally
 Lynn Vally
 Director
 Access and Community Development Corporation

APPROVED FOR THE SALE OF LAND AND
 FOR THE PURPOSES OF THE TRANSFER OF
 LAND ACT 1958 BY THE REGISTRAR OF
 TITLES
 DATE & TIME AND USE SUBMITTED
 BY PAGE 1 OF 1000

UNITS PLAN No.
 13317

TORRENS STREET

TORRENS STREET



DONALDSON STREET

LAND TITLES	
ACCESS CANNBERRA	
Civil Engineer, Treasury and Economic Development Directorate	
Sheet No.	28 of 62
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	FIFTH

Drawn by: [Signature] 1/12/2004
Checked by: [Signature] 1/12/2004
Approved by: [Signature] 1/12/2004

Director: [Signature]
Deputy Director: [Signature]

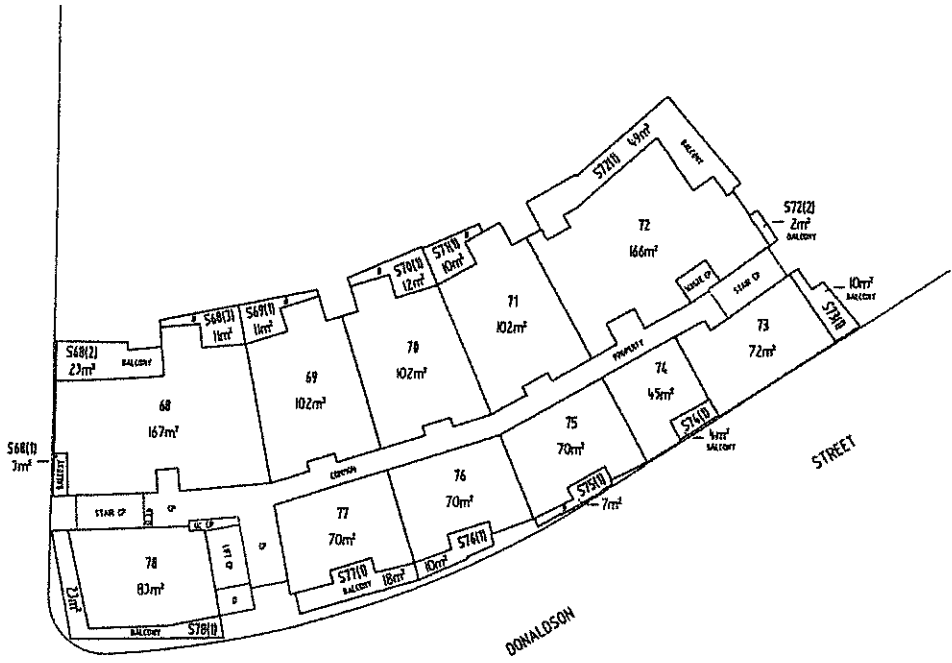
Signature of Lessee:
V Vary
Lyn Yarbey
Director of the ACT Planning and Land Authority

APPROVED UNDER THE LAND TITLE ACT 1925.
ALL THE UNITS PLANNED FOR THE SUBDIVISION
OF THE LAND MENTIONED PARCELS OF LAND
UNLESS A UNIT AND UNIT DESCRIPTIONS
SEE SHEET 1 & PLAN LEGEND

UNITS PLAN No.
13317

Form 3
Form 091 - FP
Graphic bar scale - SCALE 1: 200

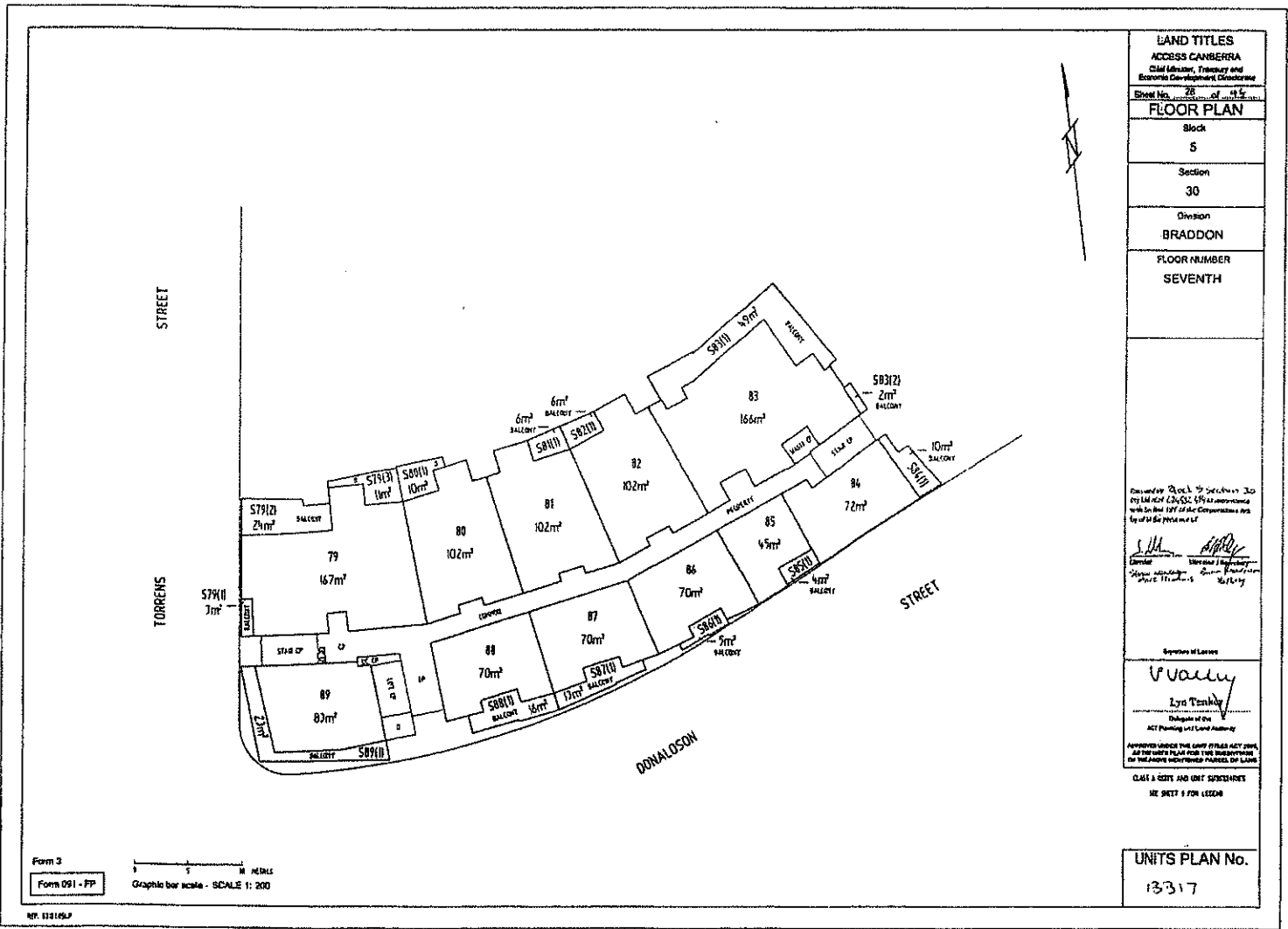
TORRENS STREET



LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	27 of 46
FLOOR PLAN	
Block	5
Section	30
Division	BRADDON
FLOOR NUMBER	SIXTH
<p>Approved for Section 223 by the ACT Planning and Land Authority under Section 223 of the Conveyancing Act 1926 in the presence of</p> <p><i>S. Hill</i> Director <i>[Signature]</i> Director (Planning)</p>	
<p>Signature of Lessee</p> <p><i>[Signature]</i> Lyn Tandy Proprietor of the ACT Planning and Land Authority</p> <p>APPROVED UNDER THE ACT PLANNING AND LAND AUTHORITY ACT 1997 AND THE CONVEYANCING ACT 1926 IN THE PRESENCE OF THE PROPRIETOR OF THE ABOVE DESCRIBED PARCELS OF LAND</p> <p>CLASS A WALL AND JNT SUBSEQUENT SEE SHEET # FOR LEGEND</p>	
UNITS PLAN No.	
15317	

Form 3
Form 081 - FP
Graphic bar scale - SCALE 1: 200

REF: 01841537



LAND TITLES
ACCESS CANBERRA
 Civil Liberties, Treasury and
 Economic Development Directorate

Sheet No. 28 of 112

FLOOR PLAN
Block
5
Section
30
Division
BRADDON
FLOOR NUMBER
SEVENTH

Approved under Section 30
 of the Land Use Management
 Act 1997 for the purposes of
 the Act as provided

[Signatures]

Secretary of Land
[Signature]
 Lyn Tenker
 Delegate of the
 ACT Planning and Land Authority

APPROVED UNDER THE LAND USE MANAGEMENT ACT 1997,
 FOR THE PURPOSES OF THE ACT AS PROVIDED
 FOR THE ABOVE MENTIONED PARCELS OF LAND

CLASS & ZONE AND UNIT SUBSTANCES
 SEE SHEET 1 FOR LEGEND

UNITS PLAN No.
 13317

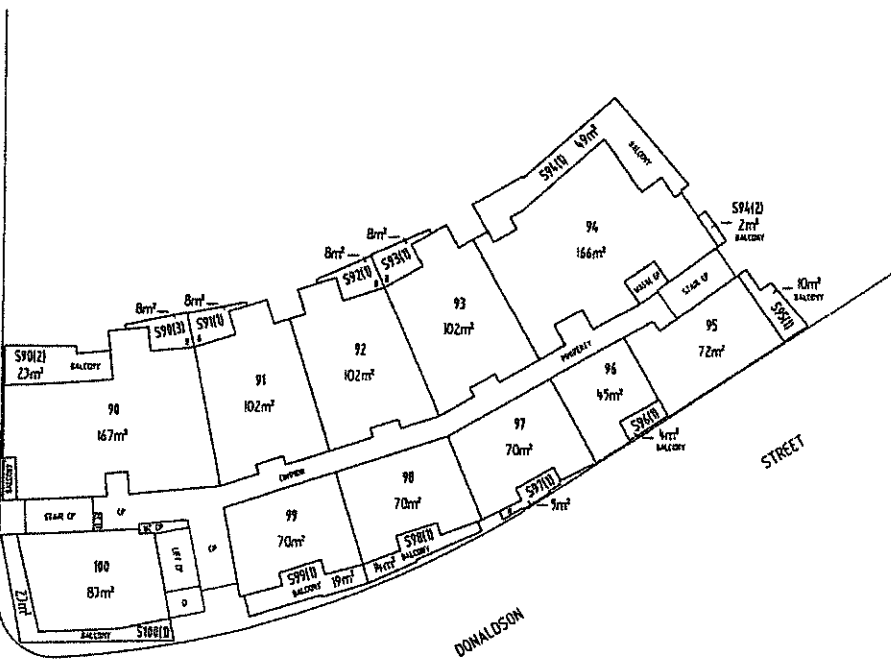
Form 3
 Form D91 - FP
 Graphic bar scale - SCALE 1: 200

NY 12149P

TORRENS STREET

TORRENS STREET

3m²



LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 28 of 44

FLOOR PLAN

Block
5

Section
30

Division
BRADDON

FLOOR NUMBER
EIGHTH

Prepared by: *[Signature]* 25 Oct 2004
 Checked by: *[Signature]* 26 Oct 2004
 Approved by: *[Signature]* 26 Oct 2004
 Approved by: *[Signature]* 26 Oct 2004

[Signature]
 Director General
 Director General
 Director General

Signature of Lessee

[Signature]
 Director General
 Director General
 Director General

APPROVED UNDER THE ACT 1971 AND 1972
 AS THE UNITS PLAN FOR THE REDEMPTION
 OF THE ABOVE MENTIONED PARCELS OF LAND
 CLASS A UNITS AND UNIT SUBSIDIES
 SEE SHEET 1 FOR LEGEND

UNITS PLAN No.
13317

Form 3
Form 081 - FP
Graphic bar scale - SCALE 1: 200

Form 4

Land Titles (Units Titles) Act 1970

UNITS PLAN NO .13317

Block 5 Section 30 Division of BRADDON

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 twenty ninth day of September Two thousand and ninety seven. |
| 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. |
| | 3. | Each Lessee of each of the Units Nos 1 – 145 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:

(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> ; |

WA
L.A.



ACT
Government

**Access
Canberra.**

UPL: 13317

SECTION 3 OF 3

- PURPOSE (c) To use Units 1 to 145 for one or more of the following purposes:
- (i) car park;
 - (ii) community use LIMITED TO community activity centre;
 - (iii) indoor entertainment facility LIMITED TO a maximum gross floor area of 500 square metres;
 - (iv) indoor recreation facility;
 - (v) non retail commercial use PROVIDED that office is LIMITED TO a maximum gross floor area of 2,000 square metres;
 - (vi) residential use LIMITED TO multi unit housing of not more than 140 dwellings;
 - (vii) restaurant LIMITED TO a maximum gross floor area of 500 square metres;
 - (viii) shop PROVIDED that supermarket or shop selling food shall be LIMITED TO 200 square metres per shop;

PROVIDED THAT uses (ii) – (v) and (vii) and (viii) EXCLUDING office, are restricted to the ground floor only;

FURTHER PROVIDED THAT uses (ii) – (v) EXCLUDING office are restricted to a maximum combined gross floor area of 3,000 square metres;

FURTHER PROVIDED ALWAYS THAT prior to the use of the premises for indoor recreation facility, indoor entertainment facility, and/or restaurant, the Lessee must implement noise attenuation measures in accordance with a Noise Management Plan prepared specifically for the proposed use and that has previously been submitted to and endorsed by the Environment Protection Authority, or its successor;

- 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;

7

W M

- | | | |
|---|-----|---|
| 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; |

✓

W

W
BKH

- 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; or
 - (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.
4. 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.
5. 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

7

W

ML

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 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(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.

6. 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;

W

W

BA

- (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) "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 size, shape or weight as to require:
 - a) a large area for handling, storage or display; and/or
 - b) 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) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (e) "carpark" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (f) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (g) "community activity centre" means the use of the parcel of land by a public authority or a body of persons associated for the purpose of providing for the social well being of the community;
- (h) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;
- (i) "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;
- (j) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:

h

W

M

''

- (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
- (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
- (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (k) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (l) "indoor entertainment facility" means the use of the parcel of land for entertainment where such use is primarily indoors;
- (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) "non retail commercial use" means business agency, financial establishment, office, and public agency;
- (q) "office" means the use of the parcel of land for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (r) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (s) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (t) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (u) "residential use" means caretaker's residence, multi unit housing, residential care accommodation, retirement village, secondary residence, single dwelling housing, and supportive housing;
- (v) "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;
- (w) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (x) "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 bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;


5

3

11
14

- (y) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (z) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (aa) "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);
- (bb) "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;
- (cc) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (dd) words in the singular include the plural and vice versa;
- (ee) words importing one gender include the other genders;
- (ff) 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.....Ninth..... day ofDecember.....2020.


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: BLOCK 5 SECTION 30 PTY LIMITED ACN 624 982 494

Executed by Block 5 Section 30
Pty Ltd ACN 624982494 in accordance
with Section 127 of the Corporations Act
by or in the presence of


.....
Director
Simin Mark


.....
Director/Secretary
Brian Warren

Form 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO . 13317

Block 5 Section 30 Division of BRADDON

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 twenty ninth day of September Two thousand and ninety seven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
 - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("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;

W M

- (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:
 - (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
 - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
 - (d) Clause 3(c)(ii), does not require the service provider to restore:
 - (i) the parcel of land to a condition that would result in:
 - (A) an interference with:
 - (1) any service on or through the parcel of land; or
 - (2) access to any service on or through the parcel of land; or
 - (B) a contravention of a law of the Territory; or
 - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the 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.
4. The Owners - Units Plan No. 13317 ("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

W
MA
KAA

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 landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (e) except where necessary for compliance with Clause 4(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 any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the 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;

W M

- (g) 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;
 - (h) 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;
 - (i) 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;
 - (j) 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
 - (k) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
 - (l) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth 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;

20

W

Pat
R44

- (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.
6. 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) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 13317';
 - (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
 - (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
 - (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
 - (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
 - (h) words in the singular include the plural and vice versa;
 - (i) words importing one gender include the other genders;

7
W H

- (i) 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.

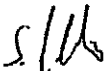
Dated this.....Ninth..... day of...December.....2020.

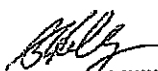


Lyn Tankey
a delegate of the Planning and Land
Authority in exercising its functions

LESSEE: BLOCK 5 SECTION 30 PTY LIMITED ACN 624 982 494

Executed by Block 5 Section 30
Pty Ltd ACN 624 982 494 in accordance
with Section 127 of the Corporations Act
by or in the presence of


.....
Director
Simon Mark
Hawkins


.....
~~Director Secretary~~
Brian Warren
Holley



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	3	Block	5	Section	30	Suburb	BRADDON
-------------	----------	--------------	----------	----------------	-----------	---------------	----------------

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

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="text" value="N/A"/>	()	()
Certificate Number:		Dated:

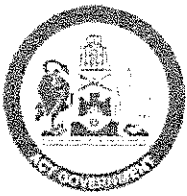
Please Note: There are no development covenants within the latest Crown Lease, therefore a Compliance Certificate is not applicable.

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 Party 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: 29-OCT-21 10:58:05

Applicant's Name : Info Track
E-mail Address : actenquiries@infotrack.com.au
Client Reference : 164535-4 - 89842960

**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

29-OCT-2021 10:58

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

Page 1 of 9

INFORMATION ABOUT THE PROPERTY

BRADDON Section 30/Block 5/Unit 3

Building Class: A

Area(m2): 8,206.8

Unimproved Value: \$16,900,000

Year: 2020

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Registered

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



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-OCT-2021 10:58

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

Page 2 of 9

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA202037746 **Lodged** 16-NOV-20 **Type** See Subclass

-- Application Details -----

Description

PROPOSAL FOR SIGNAGE - Installation of an illuminated ground sign and an illuminated wall sign to commercial and residential building, and associated works

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Lessee	Block 5 Section 30 Pty Limited
Applicant	Purdon Planning Pty Ltd

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional

Application DA201731983 **Lodged** 06-SEP-17 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201731983. Amendment to the development application for proposal for mixed use commercial and residential development and lease variation - the amendment is: unit 129 internal layout altered, upper balcony removed and awnings altered, and unit 130 internal layout altered.

-- Site Details -----

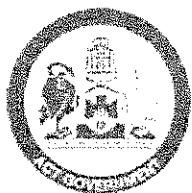
District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Representor	North Canberra Community Council
Representor	Davidson, Geoff
Lessee	Canberra District Rugby League
Applicant	Purdon Planning Pty Ltd
Representor	Australian Catholic Bishops Co
Representor	Confidential Representor
Representor	Alex Turini

-- Activities -----

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

29-OCT-2021 10:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 9

Application DA201324143 **Lodged** 22-AUG-13 **Type** See Subclass

-- Application Details -----

Description

COMMERCIAL-DEMOLITION - BRADDON CLUB. Proposed demolition of existing buildings; associated works.

-- Site Details -----

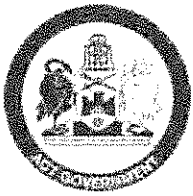
District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Representor	National Trust Of Australia
Representor	Chris Emery
Representor	Geoff & Susan Davidson
Representor	Richard Larson
Lessee	Canberra District Rugby League
Applicant	Purdon Associates Pty Ltd
Representor	North Canberra Community Council

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

29-OCT-2021 10:58

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

Page 4 of 9

Application DA201222949 **Lodged** 23-APR-13 **Type** See Subclass

-- Application Details -----

Description

MIXED USE-LEASE VARIATION-DEMOLITION-162 UNITS . Please see the application form for full Lease Variation details; demolition of existing structures; construction of a mixed use development comprising of 1 non residential unit and 161 residential units in three buildings; basement, on-site and verge carparking; associated landscaping.

-- Site Details -----

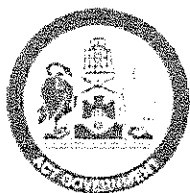
District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Lessee	Canberra District Rugby League
Applicant	Purdon Associates Pty Ltd
Representor	Rob Plafreyman
Representor	Margaret & Volker Hilling
Representor	Eric Martin & Associates
Representor	Institute Property Assoc. Ltd
Representor	Carol Keil
Representor	Alison Burrows
Representor	Edward And Anne Patching
Representor	G Sullivan
Representor	Susan And Geoff Davidson
Representor	Leon Arundell
Representor	Lisa Eldridge

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional
Aat - Appeal	Appeal-Dismissed



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-OCT-2021 10:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 5 of 9

Application DA201323500 **Lodged** 11-APR-13 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION -See the application form for details of the lease variation

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Representor	Geoff & Susan Davidson
Lessee	Canberra District Rugby League
Applicant	Purdon Associates Pty Ltd
Representor	John Czarny
Representor	D Halliday
Representor	Rob Palfreyman
Representor	Richard Larson
Representor	Stephanie Bartlett
Representor	Michael Geraghty
Representor	Margaret & Volker Hilling
Representor	L Arundell
Representor	Eric Martin And Associates

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional
Aat - Appeal	Appeal-Affirmed



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

29-OCT-2021 10:58

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

Page 6 of 9

Application DA201222951 **Lodged** 18-DEC-12 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION. Remove Concessional Status of Crown lease.

-- Site Details -----

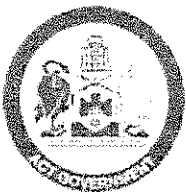
District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Representor	North Canberra Community Council
Representor	Jack Kershaw
Representor	Gerlinde Sullivan
Representor	Bill Meani
Representor	Reid Residents' Association Inc
Representor	Inner South Canberra Community
Lessee	Canberra District Rugby League
Applicant	Purdon Associates Pty Ltd
Representor	Rob Palfreyman
Representor	John Czarny
Representor	Bethany Lance
Representor	Osborne
Representor	Sylvie Osborne
Representor	L.E Woods
Representor	S & G Davidson
Representor	Andrew Bajkowski
Representor	Jolanta Bajkowski & Eugene Baj
Representor	Richard Larson

-- Activities -----

Activity Name	Status
Merit Track	Withdrawn



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-OCT-2021 10:58

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 7 of 9

Application DA20006355 **Lodged** 11-OCT-00 **Type** Non-residential

-- Application Details -----

Description

ACT Leagues Club - New concrete disable access ramp up to entry doors with fabric entry and new paling fence enclosure to store/compressor

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Applicant	Act Leagues Club Limited
Lessee	Act Leagues Club Limited
Contact	Malaulay

-- Activities -----

Activity Name	Status
Da - (Dap)	Approved

Application DA994919 **Lodged** 29-JUL-99 **Type** Non-residential

-- Application Details -----

Description

Upgrade and formalisation of existing carpark, controlled entries at donaldson and torrens street, upgrade of existing beer garden and enclosure of part of existing service yard

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	5-5	

-- Involved Parties -----

Role	Name
Applicant	Act Leagues Club Limited
Lessee	Act Leagues Club Limited
Contact	Macaulay

-- Activities -----

Activity Name	Status
Da - (Dap)	Approval Conditional



Dame Pattie Menzies Building
 16 Challis Street
 Dickson, ACT 2602

29-OCT-2021 10:58

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

Page 8 of 9

Application DA981719 **Lodged** 29-APR-98 **Type** Non-residential

-- Application Details -----

Description

MINOR ALTERATIONS TO EXISTING CLUBHOUSE INCLUDING SIX NEW FLAGPOLES

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	3-3	
Canberra Central	Braddon	30	5-6	

-- Involved Parties -----

Role	Name
Applicant	Penleigh Boyd Partnership
Contact	Penleigh Boyd Partnership
Lessee	Act Leagues Club Limited
Objector	Sisters Of Mercy

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional

Application DA980750 **Lodged** 02-MAR-98 **Type** Public Works

-- Application Details -----

Description

Sportsground lighting upgrade - Removal of five existing poles and luminaires; installation of four light columns 28 metres high and eight 2Kw luminaires to each lighting column.

-- Site Details -----

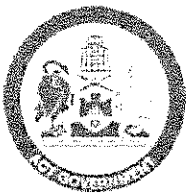
District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	30	4-4	
Canberra Central	Braddon	30	5-6	

-- Involved Parties -----

Role	Name
Applicant	Totalcare Projects
Contact	Sih
Lessee	Canberra Raiders Aher Pty Ltd
Comment	Goulburn Sisters Of Mercy
Objector	Braddon Residents Association
Objector	Gordon & Cairns

-- Activities -----

Activity Name	Status
Da - With Dap.(Public Notif)	Approval Conditional



Dame Pattie Menzies Building
16 Challis Street
Dickson, ACT 2602

29-OCT-2021 10:58

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

Page 9 of 9

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

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

LAND USE POLICIES

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

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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

TREE PROTECTION ACT 2005

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

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

01 November 2021

Units Plan No. 13317
Registered for GST

ABN: 16 679 960 154

Tax Invoice

Infotrack
GPO BOX 4029
SYDNEY NSW 2001

Ref

Re	Lot	3	Units Plan No. 13317
Fee	300.00		Paid

Above Fee includes GST

Please find attached your Unit Title Certificate pursuant to Section 119 of the Unit Titles (Management) Act 2011, along with other supporting documentation.

Should you require any further information, please let us know.

Please note that this certificate is valid for a period of 60 days from the date of issue. Should you require an update within that time, a update fee of \$55 may apply. A new Certificate will need to be ordered after 60 days, with the Statutory fee being applicable.

Yours faithfully,

LJ Hooker Strata ACT

For and on behalf of The Secretary

UNIT TITLE CERTIFICATE

Section 119

The Owners - Units Plan No. 13317

Unit No: 3

The above Corporation hereby certifies, pursuant to the Unit Titles Act, Section 119, the contributions payable under the Act in respect of the above unit are as follows:

Entitlements

Unit Entitlement: **87**
Total Building Entitlements: **10,000**

Managing Agent (Section 119(1)(b))

Name and address of manager (if any) appointed under Section 50 is: **LJ Hooker Strata A.C.T.
182 - 200 City Walk
CANBERRA CITY ACT 2601**

Contact Phone Number: **02 6249 7700**

Corporation's records can be inspected at (Section 119(1)(l)):

Address: **LJ Hooker Strata A.C.T.
182 - 200 City Walk
CANBERRA CITY ACT 2601**

Contact Phone Number: **02 6249 7700**

Members of Corporation's executive committee (Section 119(1)(a))

Office	Name	Address
Chairperson		
Secretary		
Treasurer		

Committee	Peter Anthony McDonald	50/2 Torrens Street BRADDON ACT 2612
	Peter Rose	PO Box 893 JAMISON CENTRE ACT
	Philippa Elizabeth Moss	PO Box 5232 BRADDON ACT 2612
	Brian Brown	17 Irene Avenue QUEANBEYAN NSW 2620
	Ian Wallace Mansfield	83/2 Torrens Street BRADDON ACT 2612
	Judith Hurditch	35 Doonkuna Street BRADDON ACT 2612
	Hamish Anderson	119/6 Torrens Street BRADDON ACT 2612
	Karl Pattenden	5/54 Marcus Clarke Street CANBERRA CITY ACT 2600

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 13317 - Unit 3

Committee

Mark Louis Masini

60/2 Torrens Street
BRADDON ACT 2612

Funds Details (Section 119(1)(d) (i) to (iv))

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,466.46**

Number of instalments payable **2**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
14/12/20 to 30/06/21	1,233.23	11/01/21	11/01/21	0.00	
01/07/21 to 31/12/21	1,233.23	01/07/21		0.00	

Amount (if any) outstanding (credit shown with -) **\$1.60**

Paid to **30/06/21**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

Amount (if any) outstanding (credit shown with -) **Nil**

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **Nil**

Number of instalments payable **0**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By

Amount (if any) outstanding (credit shown with -) **Nil**

Paid to

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By

Amount (if any) outstanding (credit shown with -) **Nil**

Other amounts owing

Purpose	Rate	Fund	Amount	Interest Owing	Amount Due
	0.00 per cent				Nil

Total amount due and payable as at the date of this Certificate (credit shown with -): **\$1.60**

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 13317 - Unit 3

Insurance Policies (Section 119(1)(c))

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>APPEAL</i> CHU Underwriting Agencies	HU0006054664	100,000.00	22/10/21	19/07/21	Included
<i>BUILDING</i> CHU Underwriting Agencies	HU0006054664	70,000,000.00	22/10/21	19/07/21	40,789.09
<i>COMMON CONTENTS</i> CHU Underwriting Agencies	HU0006054664	700,000.00	22/10/21	19/07/21	Included
<i>FIDELITY GUARANTEE</i> CHU Underwriting Agencies	HU0006054664	100,000.00	22/10/21	19/07/21	Included
<i>FLOOD</i> CHU Underwriting Agencies	HU0006054664	Included	22/10/21	19/07/21	Included
<i>GOVT AUDIT COSTS</i> CHU Underwriting Agencies	HU0006054664	25,000.00	22/10/21	19/07/21	Included
<i>LEGAL EXPENSES</i> CHU Underwriting Agencies	HU0006054664	50,000.00	22/10/21	19/07/21	Included
<i>LOSS OF RENT</i> CHU Underwriting Agencies	HU0006054664	10,500,000.00	22/10/21	19/07/21	Included
<i>LOT OWNERS IMPROVE</i> CHU Underwriting Agencies	HU0006054664	250,000.00	22/10/21	19/07/21	Included
<i>OFFICE BEARERS</i> CHU Underwriting Agencies	HU0006054664	1,000,000.00	22/10/21	19/07/21	Included
<i>PUBLIC LIABILITY</i> CHU Underwriting Agencies	HU0006054664	20,000,000.00	22/10/21	19/07/21	Included
<i>VOLUNTARY WORKERS</i> CHU Underwriting Agencies	HU0006054664	\$200,000/\$2,000	22/10/21	19/07/21	Included

Fund Balances (Section 119(1)(d) (v))

Balances as at: 01 November 2021

Administrative Fund	42,787.97
---------------------	-----------

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 13317 - Unit 3

Developer Control Period (Section 119(1)(f))

Developer Control Period Expiry Date: 14 March 2021

Borrowed Money (Section 119(1)(g))

Whether the corporation has borrowed money and the details of those borrowings:

N/A to this building.

Sustainability Infrastructure (Section 119(1)(h))

Whether the corporation has installed sustainability infrastructure and who owns it:

N/A to this building.

Crown Lease Extension Application (Section 119(1)(j))

Whether the corporation has applied to the Planning and Land Authority for an extension of the crown lease:

N/A to this building.

Ongoing Development Approval (Section 119(1)(k))

Whether the units plan is subject to ongoing Development Approval conditions:

No Longer Required from 8 June 2021.

UNIT TITLE CERTIFICATE

Section 119

Units Plan No. 13317 - Unit 3

The Common Seal of the Owners Corporation
U.P. 13317 was hereunto affixed on 01 November
2021 and witness by and in the presence of LJ
Hooker Strata A.C.T. by its duly authorised
officer.



Dated at Canberra the **01 November 2021**

Sinking Fund Plan

The Grounds
5 Donaldson Street & 2-6 Torrens Street,
Braddon, ACT 2612
Scheme Number: 13317



COMPILED BY STEVE VILJOEN

On 5 July 2021 for the
15 Years Commencing: 1 January 2021
QIA Job Reference Number: 163859

Professional Indemnity Insurance Policy Number 96 0968886 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beechleigh QLD 4207

☎ 1300 309 201
1300 369 190
✉ info@qiagroup.com.au
🌐 www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453

setting the standard...

Queensland · New South Wales · Victoria · South Australia · Western Australia · Northern Territory · ACT · Tasmania

QIA Group Pty Ltd

REPORT TABLE OF CONTENTS

INTRODUCTION - 3 -

LOCATION..... - 3 -

REPORT SUMMARY - 3 -

METHODOLOGY - 4 -

SINKING FUND FINANCIAL SUMMARY - 6 -

SINKING FUND FORECAST MOVEMENT - 7 -

SUMMARY OF ANNUAL FORECAST EXPENDITURE - 8 -

ITEMISED EXPENDITURE BY YEAR - 18 -

ITEMISED ACCRUALS BY YEAR..... - 24 -

REPORT INFORMATION - 30 -

AREAS NOT INSPECTED - 30 -

INTRODUCTION

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long-term costs, with essentially only an adjustment for inflation being required.

LOCATION

5 Donaldson Street & 2-6 Torrens Street, Braddon, ACT 2612

REPORT SUMMARY

We have estimated that the Sinking Fund Levies as proposed in this report will be adequate to accumulate sufficient funds to meet anticipated long-term costs, with essentially only an adjustment for inflation being required.

We recommend that the Sinking Fund Report be regularly updated to ensure that an accurate assessment of how the scheme land, building and facilities are aging and to incorporate into the Report any major changes brought about by legislation, or pricing.

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	10000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$10.07

METHODOLOGY

The nominal forecast period of this report is 15 years and the costs anticipated during each of the years are detailed line by line on a yearly basis. The nominal time frame of the Report is to a large extent driven by the fact that many elements in a building's structure have a life beyond 15 years. Therefore an amount has been taken up for each item that would require replacement or substantial repair outside of the 15 year forecast period to account for these anticipated expenses. The basis for the accrual of these funds is that Owners use or consume the common property during their period of ownership and so are responsible for funding their eventual replacement. The manner in which the land, buildings and facilities actually age cannot be accurately determined without regular inspections which take into account the size, location and use of the scheme.

The report will generally categorise costs as follows:

1. Costs that occur in a predictable timeframe, in one tranche or as one project and within the 15 years forecast – a typical example of this kind of cost may be external painting or external door replacement. These items are generally described as straight costs e.g. repaint building or replace door.
2. Costs that occur in a predictable timeframe, in several tranches within the 15 years forecast – a typical example of this kind of cost may be boundary fence replacement, light fitting replacements or tree removal/lopping. These costs are generally described as an ongoing or partial replacement or provision cost.
3. Costs that occur in a predictable timeframe in one tranche or multiple tranches but will be outside the 15 years forecast – a typical example of this would be driveway resurfacing, gutter or downpipe replacements. These costs will only appear as annual accruals in the **Itemised Accruals by Year** section of the report, or may appear as a “partial” provision if there is a need for some allowance in the duration of the report.
4. Costs that are not predictable and may occur in one tranche or multiple tranches – a typical example of this cost is a burst water pipe. These costs are generally shown in the report as a repairs and replacement cost or an allowance.

The levy income has been determined by forecasting the expenditure requirement to replace or renew assets or finishes that have an effective life and making an allowance for items that do not have a finite lifespan. The levy income is initially increased each year by a variable inflationary factor to smooth the effects of major cost fluctuations given the initial fund balance and income.

No allowance has been made for interest receivable on the Sinking Fund Account, possible bank charges or tax obligations arising from bank interest.

Future replacement costs have been calculated by assessing the current replacement cost for each item to a standard the same or better than the original. These anticipated costs are increased each year at a rate of 3.0% per annum, this rate is reflective of building price indices which are historically higher than the general inflation rate. A contingency of 10.0% per annum has been applied to anticipated costs and it is applied to each individual cost in the year the cost (e.g. painting) is expected to occur (e.g. 2035), the contingency rate is not an annual compounding cost.

The effective life for each item identified is based on its material effective life, therefore no consideration has been made for the economic life of plant, equipment, finishes or upgrades.

We have included a line item called Capital Replacement – General which is a yearly provision for unforeseen and/or unknown capital costs and expenses. This provision will allow Owners to expend funds on items which are not specifically allowed for, without the need to call an Extraordinary General Meeting to raise a special levy to pay for those otherwise unspecified items.

If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

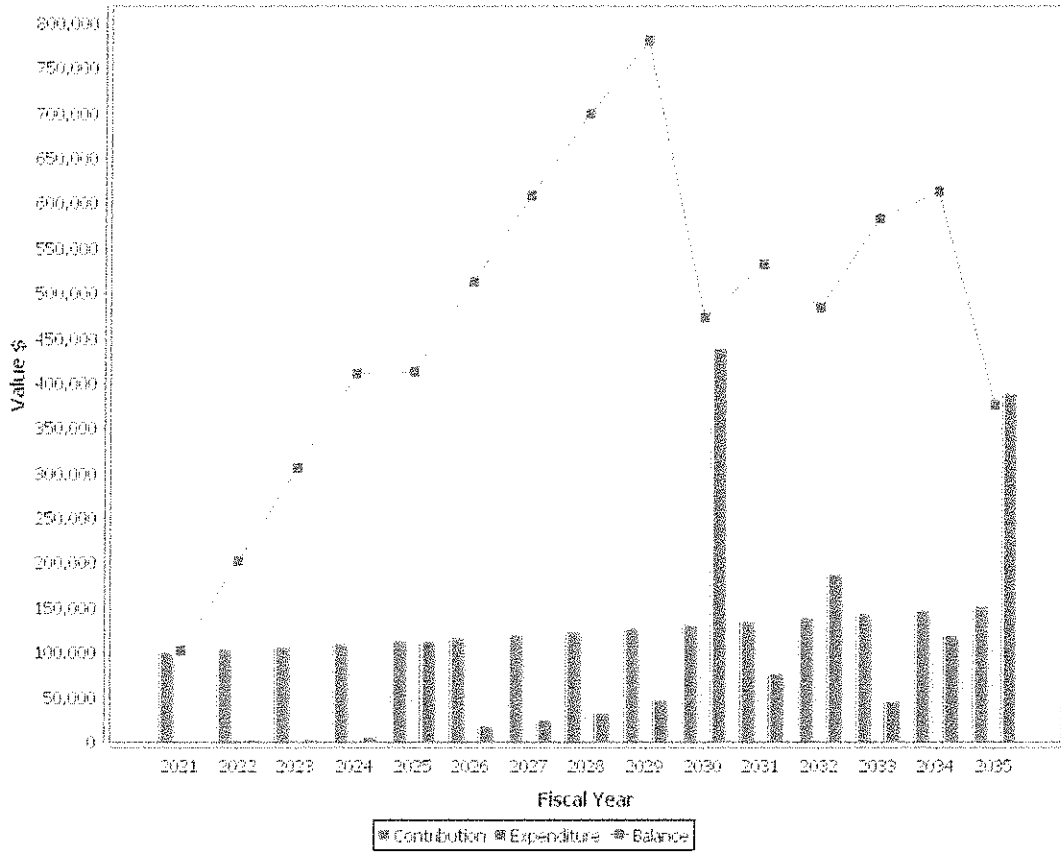
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

This report assumes that all plant and equipment will be maintained under comprehensive maintenance agreements. Expenditure incurred for maintenance agreements is taken to be covered within the Administrative Fund Budget, as are any smaller items that would be considered routine replacement items.

SINKING FUND FINANCIAL SUMMARY

Report Year	Year		Opening Balance		Contribution Total P.A.		Expenses		Closing Balance	
	Fiscal From	Beginning of Year	Beginning of Year	Contribution per Entitlement	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Est Expenditure (Inc GST)	Closing Balance (End of Year)	Closing Balance (End of Year)
1	01/01/2021	\$0	\$100,750	\$10.07	\$100,750	\$10.07	\$0	\$0	\$100,750	\$100,750
2	01/01/2022	\$100,750	\$103,772	\$10.38	\$103,772	\$10.38	\$2,575	\$2,575	\$201,948	\$201,948
3	01/01/2023	\$201,948	\$106,886	\$10.69	\$106,886	\$10.69	\$2,652	\$2,652	\$306,181	\$306,181
4	01/01/2024	\$306,181	\$110,092	\$11.01	\$110,092	\$11.01	\$5,016	\$5,016	\$411,257	\$411,257
5	01/01/2025	\$411,257	\$113,395	\$11.34	\$113,395	\$11.34	\$112,296	\$112,296	\$412,356	\$412,356
6	01/01/2026	\$412,356	\$116,797	\$11.68	\$116,797	\$11.68	\$17,267	\$17,267	\$511,885	\$511,885
7	01/01/2027	\$511,885	\$120,301	\$12.03	\$120,301	\$12.03	\$24,584	\$24,584	\$607,603	\$607,603
8	01/01/2028	\$607,603	\$123,910	\$12.39	\$123,910	\$12.39	\$32,031	\$32,031	\$699,482	\$699,482
9	01/01/2029	\$699,482	\$127,627	\$12.76	\$127,627	\$12.76	\$46,741	\$46,741	\$780,368	\$780,368
10	01/01/2030	\$780,368	\$131,456	\$13.15	\$131,456	\$13.15	\$439,045	\$439,045	\$472,779	\$472,779
11	01/01/2031	\$472,779	\$135,400	\$13.54	\$135,400	\$13.54	\$76,258	\$76,258	\$531,921	\$531,921
12	01/01/2032	\$531,921	\$139,462	\$13.95	\$139,462	\$13.95	\$187,191	\$187,191	\$484,191	\$484,191
13	01/01/2033	\$484,191	\$143,645	\$14.36	\$143,645	\$14.36	\$45,306	\$45,306	\$582,530	\$582,530
14	01/01/2034	\$582,530	\$147,955	\$14.80	\$147,955	\$14.80	\$118,177	\$118,177	\$612,308	\$612,308
15	01/01/2035	\$612,308	\$152,393	\$15.24	\$152,393	\$15.24	\$388,732	\$388,732	\$375,969	\$375,969

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

January 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,575
<u>Total Forecast Expenditure for year - January 2022 (Inc GST):</u>	<u>\$2,575</u>
Includes GST amount of :	\$234
January 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$2,652
<u>Total Forecast Expenditure for year - January 2023 (Inc GST):</u>	<u>\$2,652</u>
Includes GST amount of :	\$241
January 2024	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$2,284
- Capital Replacement - General	\$2,732
<u>Total Forecast Expenditure for year - January 2024 (Inc GST):</u>	<u>\$5,016</u>
Includes GST amount of :	\$456
January 2025	Expense Inc GST
SUPERSTRUCTURE	
- Repaint metal balustrades	\$21,321
- Capital Replacement - General	\$2,814
DRIVEWAYS, PATHWAYS & PARKING	
- Replace stormwater pumps in 20 years (partial accrual)	\$4,782

January 2025 continuedExpense
Inc GST**FURNITURE & FITTINGS**

- Install/Replace sensors/exits/emergency lighting \$68,383

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers \$14,996

Total Forecast Expenditure for year - January 2025 (Inc GST): \$112,296

Includes GST amount of : \$10,209

January 2026Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General \$2,898

BASEMENT

- Maintain ventilation ducting \$552

- Maintain/repair entry/exit roller door running gear \$854

TOILET

- Replace hand dryers \$2,561

ROOF

- Provision to maintain roof fixtures and flashings \$9,851

STORE ROOM

- Maintain extraction ducting \$552

Total Forecast Expenditure for year - January 2026 (Inc GST): \$17,267

Includes GST amount of : \$1,570

January 2027	Expense Inc GST
SUPERSTRUCTURE	
- Maintain aluminium louvres	\$3,335
- Maintian balcony/patio floors	\$9,243
- Capital Replacement - General	\$2,985
ENTRY FOYER	
- Maintain tiling	\$2,249
TOILET	
- Maintain tiling	\$2,983
LOBBIES	
- Maintain floor tiles	\$3,788
<u>Total Forecast Expenditure for year - January 2027 (Inc GST):</u>	<u>\$24,584</u>
	Includes GST amount of :
	\$2,235
January 2028	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$2,571
- Capital Replacement - General	\$3,075
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain driveway 3% of total	\$10,660
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$4,041
STORE ROOM	
- Replace in-line extraction fans	\$11,684
<u>Total Forecast Expenditure for year - January 2028 (Inc GST):</u>	<u>\$32,031</u>
	Includes GST amount of :
	\$2,912

January 2029	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,167
BASEMENT	
- Replace entry/exit roller door motor	\$3,208
DRIVEWAYS, PATHWAYS & PARKING	
- Maintain concrete pathways 10% of total	\$5,684
EXTERNAL WORKS	
- Maintain common pipework	\$13,951
FURNITURE & FITTINGS	
- Provision to upgrade security cameras & peripherals	\$20,732
<u>Total Forecast Expenditure for year - January 2029 (Inc GST):</u>	<u>\$46,741</u>
Includes GST amount of :	\$4,249

January 2030	Expense Inc GST
SUPERSTRUCTURE	
- Repaint previously painted exterior building surfaces	\$49,198
- Repaint balcony/patio ceilings	\$52,770
- Repaint soffits	\$5,189
- Scaffold/access equip allowance	\$27,644
- Repaint door face	\$7,717
- Repaint metal louvres	\$5,854
- Repaint handrails	\$2,921
- Repaint posts/columns	\$1,863
- Capital Replacement - General	\$3,262

January 2030 continued	Expense Inc GST
BASEMENT	
- Repaint line marking	\$9,106
- Repaint door face	\$2,395
- Repaint bollards	\$5,056
DRIVEWAYS, PATHWAYS & PARKING	
- Replace stormwater pumps in 20 years (partial accrual)	\$5,544
ENTRY FOYER	
- Repaint walls	\$2,306
- Repaint ceiling	\$3,075
- Repaint door face	\$1,464
FURNITURE & FITTINGS	
- Install/Replace sensors/exits/emergency lighting	\$79,274
TOILET	
- Repaint ceiling	\$1,224
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$17,385
LOBBIES	
- Repaint walls	\$77,522
- Repaint ceiling	\$40,801
- Repaint door face	\$29,936
STAIRWELL	
- Repaint walls	\$1,153
- Repaint door face	\$6,386
<u>Total Forecast Expenditure for year - January 2030 (Inc GST):</u>	<u>\$439,045</u>
	Includes GST amount of : \$39,913

January 2031Expense
Inc GST**SUPERSTRUCTURE**

- Capital Replacement - General \$3,360

BASEMENT

- Replace exhaust/supply fan \$5,710

- Replace in-line fans over 20 years (partial accrual) \$3,241

FURNITURE & FITTINGS

- Provision to replace intercom handsets \$58,508

- Provision to upgrade intercom systems & associated equipment \$4,416

GARBAGE ROOM

- Maintain garbage chute system \$1,023

Total Forecast Expenditure for year - January 2031 (Inc GST): \$76,258

Includes GST amount of : \$6,933

January 2032Expense
Inc GST**SUPERSTRUCTURE**

- Maintain aluminium louvres \$3,866

- Provision to replace balustrade fixings \$2,894

- Capital Replacement - General \$3,461

BASEMENT

- Maintain ventilation ducting \$659

- Maintain/repair entry/exit roller door running gear \$1,019

- Replace stormwater pumps \$9,959

LANDSCAPING

- Replace water feature pump \$3,058

TOILET

- Replace hand dryers \$3,058

January 2032	Expense Inc GST
LOBBIES	
- Replace carpet	\$146,796
ROOF	
- Provision to maintain roof fixtures and flashings	\$11,763
STORE ROOM	
- Maintain extraction ducting	\$659
<u>Total Forecast Expenditure for year - January 2032 (Inc GST):</u>	<u>\$187,191</u>
	Includes GST amount of :
	\$17,017
January 2033	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$3,564
DRIVEWAYS, PATHWAYS & PARKING	
- Replace astro turf walkways in 12 years	\$15,605
- Maintain concrete pathways 10% of total	\$6,397
- Maintain driveway 3% of total	\$12,358
FURNITURE & FITTINGS	
- Provision to replace outdoor furniture	\$2,342
TOILET	
- Replace door closers	\$678
FIRE PROTECTION SYSTEMS	
- Provision to replace fire hose reels	\$4,362
<u>Total Forecast Expenditure for year - January 2033 (Inc GST):</u>	<u>\$45,306</u>
	Includes GST amount of :
	\$4,119

January 2034Expense
Inc GST**SUPERSTRUCTURE**

- Maintain balcony/patio floors \$11,368

- Capital Replacement - General \$3,671

ENTRY FOYER

- Maintain tiling \$2,766

EXTERNAL WORKS

- Maintain common pipework \$16,173

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$4,825

TOILET

- Maintain tiling \$3,669

FIRE PROTECTION SYSTEMS

- Provision to upgrade Fire Panel & associated detection equipment \$64,058

LOBBIES

- Maintain floor tiles \$4,659

STAIRWELL

- Replace door closers \$6,988

Total Forecast Expenditure for year - January 2034 (Inc GST): **\$118,177**

Includes GST amount of : \$10,743

January 2035	Expense Inc GST
SUPERSTRUCTURE	
- Repaint metal balustrades	\$28,654
- Provision to replace single garage doors in 35 years (partial accrual)	\$20,236
- Provision to replace double garage doors in 35 years (partial accrual)	\$10,917
- Provision to replace industrial roller doors in 35 years (partial accrual)	\$57,034
- Capital Replacement - General	\$3,781
BASEMENT	
- Provision for CO sensor replacement	\$8,483
- Provision to replace entry/exit roller door in 36 years (partial accrual)	\$2,142
DRIVEWAYS, PATHWAYS & PARKING	
- Replace stormwater pumps in 20 years (partial accrual)	\$6,427
FENCING	
- Replace powder coated slat fencing in 35 years (partial accrual)	\$2,451
- Replace powder coated pedestrian gates in 30 years (partial accrual)	\$1,124
FURNITURE & FITTINGS	
- Provision to replace mail boxes in 35 years (partial accrual)	\$9,691
- Install/Replace sensors/exits/emergency lighting	\$91,901
TOILET	
- Provision to replace toilet and basin in 30 years (partial accrual)	\$1,306
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$20,154
ROOF	
- Provision to replace guttering in 35 years (partial accrual)	\$12,982
- Provision to replace down pipes in 35 years (partial accrual)	\$10,471

January 2035 continuedExpense
Inc GST**PLANT & EQUIPMENT**

- Refurbish lift interiors in 20 years (partial accrual) \$7,283
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual) \$92,543

GARBAGE ROOM

- Maintain garbage chute system \$1,152

Total Forecast Expenditure for year - January 2035 (Inc GST): **\$388,732**

Includes GST amount of : **\$35,339**

ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$33,280	2030	10										49198					
- Repaint balcony/patio ceilings	\$35,696	2030	10										52770					
- Repaint soffits	\$3,510	2030	10										5189					
- Scaffold/access equip allowance	\$18,700	2030	10										27644					
- Maintain aluminium louvres	\$2,465	2027	5							3335					3866			
- Repaint door face	\$5,220	2030	10										7717					
- Provision to replace balustrade fixings	\$1,845	2024	4				2284				2571				2894			
- Repaint metal balustrades	\$16,720	2025	10					21321										28654
- Repaint metal louvres	\$3,960	2030	10										5854					
- Repaint handrails	\$1,976	2030	10										2921					
- Repaint posts/columns	\$1,260	2030	10										1863					
- Provision to replace single garage doors in 35 years (partial accrual)	\$11,808	2035	5															20236
- Provision to replace double garage doors in 35 years (partial accrual)	\$6,370	2035	5															10917
- Provision to replace industrial roller doors in 35 years (partial accrual)	\$33,280	2035	5															57034
- Maintain balcony/patio floors	\$6,832	2027	7							9243								11368
- Capital Replacement - General	\$2,207	2022	1		2575	2652	2732	2814	2898	2985	3075	3167	3252	3360	3461	3564	3671	3781

Item	Current Cost	Year 1st Applied	Remain Life/Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
BASEMENT																		
- Replace exhaust/supply fan	\$3,750	2031	12										9106	5710				
- Repaint line marking	\$6,160	2030	10															
- Provision for CO sensor replacement	\$4,950	2035	15															8483
- Maintain ventilation ducting	\$420	2026	6						552						659			
- Repaint door face	\$1,620	2030	10										2395					
- Provision to replace entry/exit roller door in 36 years (partial accrual)	\$1,250	2035	5															2142
- Maintain/repair entry/exit roller door running gear	\$650	2026	6						854						1019			
- Replace entry/exit roller door motor	\$2,235	2029	10								3208							
- Replace stormwater pumps	\$6,350	2032	14												9959			
- Repaint bollards	\$3,420	2030	10										5056					
- Replace in-line fans over 20 years (partial accrual)	\$2,128	2031	5											3241				
DRIVEWAYS, PATHWAYS & PARKING																		
- Replace astro turf walkways in 12 years	\$9,660	2033	12													15605		
- Replace stormwater pumps in 20 years (partial accrual)	\$3,750	2025	5					4782					5544					6427
- Maintain concrete pathways 10% of total	\$3,960	2029	4									5684						
- Maintain driveway 3% of total	\$7,650	2028	5								10660							12358

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
ENTRY FOYER																		
- Repaint walls	\$1,560	2030	10										2306					
- Repaint ceiling	\$2,080	2030	10										3075					
- Maintain tiling	\$1,662	2027	7							2249								2766
- Repaint door face	\$990	2030	10										1464					
EXTERNAL WORKS																		
- Maintain common pipework	\$9,720	2029	5									13951						16173
FENCING																		
- Replace powder coated slat fencing in 35 years (partial accrual)	\$1,430	2035	5															2451
- Replace powder coated pedestrian gates in 30 years (partial accrual)	\$656	2035	4															1124
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$1,450	2033	15													2342		
- Provision to replace mail boxes in 35 years (partial accrual)	\$5,655	2035	5															9691
- Install/Replace sensors/exits/emergency lighting	\$53,625	2025	5					68383					79274					91901
- Ongoing partial replacement of exterior lighting	\$2,900	2028	6								4041							4825
- Provision to replace intercom handsets	\$38,425	2031	12															58508

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Provision to upgrade security cameras & peripherals	\$14,445	2029	10									20732						
- Provision to upgrade intercom systems & associated equipment	\$2,900	2031	12											4416				
LANDSCAPING																		
- Replace water feature pump	\$1,950	2032	12												3058			
TOILET																		
- Replace door closers	\$470	2033	15													678		
- Maintain tiling	\$2,205	2027	7							2983							3669	
- Replace hand dryers	\$1,950	2026	6						2561						3058			
- Provision to replace toilet and basin in 30 years (partial accrual)	\$762	2035	4															1306
- Repaint ceiling	\$828	2030	10										1224					
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$38,500	2034	15														64058	
- Provision to replace fire hose reels	\$2,700	2033	14														4362	
- Provision to replace portable fire extinguishers	\$11,760	2025	5					14996						17385				20154

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
LOBBIES																		
- Repaint walls	\$52,440	2030	10										77522					
- Repaint ceiling	\$27,600	2030	10										40801					
- Replace carpet	\$93,600	2032	12												146796			
- Repaint door face	\$20,250	2030	10										29936					
- Maintain floor tiles	\$2,800	2027	7							3788								4659
ROOF																		
- Provision to replace gutters in 35 years (partial accrual)	\$7,575	2035	5															12982
- Provision to replace down pipes in 35 years (partial accrual)	\$6,110	2035	5															10471
- Provision to maintain roof fixtures and flashings	\$7,500	2026	6						9851						11763			
STAIRWELL																		
- Repaint walls	\$780	2030	10										1153					
- Replace door closers	\$4,200	2034	10															6988
- Repaint door face	\$4,320	2030	10										6386					
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 20 years (partial accrual)	\$4,250	2035	2															7283

Item	Current Cost	Year Ist Applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PLANT & EQUIPMENT																		
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual)	\$54,000	2035	4															92543
STORE ROOM																		
- Replace in-line extraction fans	\$8,385	2028	10								11684							
- Maintain extraction ducting	\$420	2026	6					552							659			
- Maintain garbage chute system	\$672	2031	4											1023				1152
Total				0	2575	2652	5016	112296	17267	24584	32031	46741	439045	76256	187191	45306	118177	388732
Includes GST amount of				0	234	241	456	10209	1570	2235	2912	4249	39913	6933	17017	4119	10743	35939

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Repaint previously painted exterior building surfaces	\$33,280	2030	10	4292	8712	13265	17954	22785	27760	32884	38162	43598	49198	5767	11708	17827	24129	30620
- Repaint balcony/patio ceilings	\$35,696	2030	10	4603	9344	14228	19258	24439	29775	35271	40933	46764	52770	6186	12558	19121	25881	32843
- Repaint soffits	\$3,510	2030	10	453	919	1399	1894	2403	2928	3468	4025	4598	5189	608	1235	1880	2545	3229
- Scaffold/access equip allowance	\$18,700	2030	10	2411	4895	7453	10088	12802	15598	18477	21443	24498	27644	3241	6579	10017	13558	17205
- Maintain aluminium louvres	\$2,465	2027	5	435	884	1345	1821	2311	2815	3335	3878	4478	5158	3046	3866	4744	5693	6699
- Repaint door face	\$5,220	2030	10	673	1367	2081	2816	3574	4354	5158	5986	6839	7717	905	1836	2796	3785	4803
- Replace external doors in 25 years	\$700	2045	25	44	90	137	185	235	286	339	393	449	507	566	627	691	755	822
- Provision to replace balustrade fixings	\$1,845	2024	4	546	1108	1687	2284	2915	3590	4318	5108	5969	6911	7954	9109	10384	11719	13164
- Repaint metal balustrades	\$16,720	2025	10	4016	8152	12413	16801	21321	25000	3074	3726	4457	5270	6168	7152	8226	9393	10654
- Repaint metal louvres	\$3,960	2030	10	511	1037	1578	2136	2711	3303	3913	4541	5188	5854	686	1393	2121	2871	3643
- Repaint handrails	\$1,876	2030	10	255	517	788	1066	1353	1648	1952	2266	2589	2921	342	695	1058	1432	1818
- Repaint posts/columns	\$1,260	2030	10	163	330	502	680	863	1051	1245	1445	1651	1863	218	443	675	913	1159
- Provision to replace single garage doors in 35 years (partial accrual)	\$11,808	2035	5	1088	2209	3363	4552	5776	7038	8337	9675	11053	12473	13935	15441	16992	18590	20236
- Provision to replace double garage doors in 35 years (partial accrual)	\$6,370	2035	5	587	1192	1814	2456	3116	3797	4498	5220	5963	6729	7518	8330	9167	10029	10917
- Provision to replace industrial roller doors in 35 years (partial accrual)	\$33,280	2035	5	3667	6225	9478	12829	16281	19836	23497	27269	31153	35154	39275	43520	47892	52396	57034
- Maintain balcony/patio floors	\$6,832	2027	7	1206	2449	3728	5047	6404	7803	9243	10744	12328	13997	15753	17597	19531	21555	23669

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
SUPERSTRUCTURE																		
- Capital Replacement - General	\$2,207	2022	1	1268	2575	2652	2732	2814	2898	2985	3075	3167	3262	3360	3461	3564	3671	3781
BASEMENT																		
- Replace exhaust/supply fan	\$3,750	2031	12	446	905	1378	1865	2367	2884	3416	3964	4529	5111	5710	574	1164	1773	2400
- Repaint line marking	\$6,160	2030	10	794	1612	2455	3323	4217	5138	6086	7063	8070	9106	1067	2167	3299	4466	5667
- Provision for CO sensor replacement	\$4,950	2035	15	456	926	1410	1908	2422	2950	3495	4056	4634	5229	5842	6473	7123	7793	8483
- Maintain ventilation ducting	\$420	2026	6	85	173	264	357	453	552	102	207	315	426	541	659	122	247	376
- Repaint door face	\$1,620	2030	10	209	424	646	874	1109	1351	1601	1858	2122	2395	281	570	868	1174	1490
- Provision to replace entry/exit roller door in 36 years (partial accrual)	\$1,250	2035	5	115	234	356	482	611	745	882	1024	1170	1320	1475	1634	1799	1968	2142
- Maintain/repair entry/exit roller door running gear	\$650	2026	6	132	268	408	552	701	854	158	320	487	659	836	1019	188	382	581
- Replace entry/exit roller door motor	\$2,235	2029	10	316	641	976	1321	1676	2043	2420	2808	3208	376	763	1162	1573	1997	2432
- Replace stormwater pumps	\$6,350	2032	14	702	1425	2169	2936	3726	4539	5377	6240	7129	8045	8988	9959	882	1790	2725
- Repaint bollards	\$3,420	2030	10	441	895	1363	1845	2342	2853	3379	3922	4481	5056	593	1203	1832	2479	3146
- Replace in-line fans over 20 years (partial accrual)	\$2,128	2031	5	253	514	782	1059	1343	1637	1939	2250	2571	2901	3241	708	1457	2187	2961
DRIVEWAYS, PATHWAYS & PARKING																		
- Replace Modwood timber walkway in 20 years	\$6,300	2041	20	450	913	1389	1881	2387	2908	3445	3997	4567	5153	5758	6380	7021	7681	8361
- Replace astro turf walkways in 12 years	\$9,660	2033	12	999	2028	3088	4180	5305	6463	7656	8885	10151	11454	12797	14180	15605	1668	3182

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
DRIVEWAYS, PATHWAYS & PARKING																		
- Replace stormwater pumps in 20 years (partial accrual)	\$3,750	2025	5	901	1828	2784	3768	4782	1044	2120	3228	4369	5544	1211	2457	3742	5065	6427
- Maintain concrete pathways 10% of total	\$3,960	2029	4	559	1136	1729	2341	2970	3619	4287	4975	5684	1529	3104	4726	6397	1721	3493
- Maintain driveway 3% of total	\$7,650	2028	5	1199	2434	3705	5015	6365	7754	9186	10660	2328	4725	7195	9738	12358	2698	5478
ENTRY FOYER																		
- Repaint walls	\$1,560	2030	10	201	408	622	842	1068	1301	1541	1789	2044	2306	270	549	836	1131	1495
- Repaint ceiling	\$2,080	2030	10	268	545	829	1122	1424	1735	2055	2385	2725	3075	360	732	1114	1508	1914
- Maintain tiling	\$1,662	2027	7	294	596	907	1228	1558	1899	2249	361	733	1116	1510	1916	2335	2766	444
- Repaint door face	\$990	2030	10	128	259	395	534	678	826	979	1136	1297	1464	172	348	530	718	911
EXTERNAL WORKS																		
- Maintain common pipework	\$9,720	2029	5	1373	2788	4245	5745	7291	8883	10522	12211	13951	3046	6184	9416	12744	16173	3531
FENCING																		
- Replace cyclone/mesh fencing in 35 years	\$1,536	2056	38	77	157	239	324	411	500	593	688	786	887	991	1098	1208	1322	1499
- Replace powder coated slat fencing in 35 years (partial accrual)	\$1,430	2035	5	132	268	407	551	700	852	1010	1172	1339	1511	1688	1870	2058	2252	2451
- Replace powder coated pedestrian gates in 30 years (partial accrual)	\$656	2035	4	60	123	187	253	321	391	463	537	614	693	774	858	944	1033	1124

Item	Current Cost	Year 1st applied	Remain life/ Next interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$1,450	2033	15	150	304	464	627	796	970	1149	1393	1523	1719	1921	2128	2342	196	398
- Provision to replace mail boxes in 35 years (partial accrual)	\$5,655	2035	5	521	1058	1611	2180	2766	3370	3993	4633	5293	5973	6674	7395	8138	8903	9691
- Install/Replace sensors/exits/emergency lighting	\$53,625	2025	5	12880	26147	39812	53886	68383	14952	30311	46152	62468	79274	17310	35139	53503	72418	91901
- Ongoing partial replacement of exterior lighting	\$2,900	2028	6	454	923	1405	1901	2413	2939	3482	4041	4746	1514	2306	3121	3960	4825	891
- Provision to replace intercom handsets	\$38,425	2031	12	4568	9273	14120	19111	24253	29549	35003	40622	46408	52369	58508	5878	11932	18168	24591
- Provision to upgrade security cameras & peripherals	\$14,445	2029	10	2041	4143	6308	8538	10835	13200	15637	18147	20732	2430	4934	7512	10168	12903	15721
- Provision to upgrade intercom systems & associated equipment	\$2,900	2031	12	345	700	1056	1442	1831	2230	2642	3066	3503	3953	4416	444	901	1371	1856
LANDSCAPING																		
- Replace water feature pump	\$1,950	2032	12	215	437	666	901	1144	1394	1651	1916	2189	2470	2760	3058	307	624	949
TOILET																		
- Replace door closers	\$420	2033	15	43	88	134	182	230	281	333	386	441	498	556	616	678	57	115
- Maintain tiling	\$2,205	2027	7	389	790	1203	1629	2067	2518	2983	479	972	1480	2003	2542	3097	3669	589
- Replace hand dryers	\$1,950	2026	6	396	804	1224	1656	2102	2561	473	960	1461	1978	2510	3058	564	1146	1745
- Provision to replace toilet and basin in 30 years (partial accrual)	\$762	2035	4	70	143	217	294	373	454	538	624	713	805	899	997	1097	1200	1306
- Repaint ceiling	\$828	2030	10	107	217	330	447	567	691	818	949	1085	1224	143	291	443	600	761

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
FIRE PROTECTION SYSTEMS																		
- Provision to upgrade Fire Panel & associated detection equipment	\$38,500	2034	15	3749	7611	11588	15685	19904	24251	28727	33338	38087	42979	48017	53207	58552	64058	5366
- Provision to replace fire hose reels	\$2,700	2033	14	279	567	863	1168	1483	1807	2140	2484	2837	3202	3577	3964	4362	386	784
- Provision to replace portable fire extinguishers	\$11,760	2025	5	2825	5734	8730	11817	14986	3275	6647	10121	13699	17385	3796	7706	11733	15881	20154
LOBBIES																		
- Repaint walls	\$52,440	2030	10	6762	13727	20902	28291	35902	43741	51816	60132	68699	77522	9088	18449	28090	38021	48249
- Repaint ceiling	\$27,600	2030	10	3559	7225	11001	14690	18896	23022	27271	31649	36157	40801	4783	9710	14784	20011	25394
- Replace carpet	\$93,600	2032	12	10344	20997	31971	43274	54915	66906	79257	91978	105081	118577	132478	146796	14747	29937	45583
- Repaint door face	\$20,250	2030	10	2611	5301	8071	10925	13864	16891	20009	23221	26529	29936	3509	7124	10847	14682	18632
- Maintain floor tiles	\$2,800	2027	7	494	1004	1528	2068	2625	3198	3783	608	1234	1879	2544	3228	3933	4659	748
ROOF																		
- Provision to replace guttering in 35 years (partial accrual)	\$7,575	2035	5	698	1417	2157	2920	3706	4515	5348	6207	7091	8002	8940	9906	10901	11926	12982
- Provision to replace down pipes in 35 years (partial accrual)	\$6,110	2035	5	563	1143	1740	2355	2989	3642	4314	5006	5719	6454	7211	7990	8793	9619	10471
- Provision to maintain roof fixtures and flashings	\$7,500	2026	6	1523	3092	4707	6371	8085	9851	1819	3692	5621	7608	9655	11763	2171	4408	6711
STAIRWELL																		
- Repaint walls	\$780	2030	10	101	204	311	421	534	651	771	894	1022	1153	135	274	418	565	717

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
STAIRWELL																		
- Replace door closers	\$4,200	2034	10	409	830	1264	1711	2171	2645	3134	3637	4155	4689	5238	5804	6387	6988	819
- Repaint door face	\$4,320	2030	10	557	1131	1722	2331	2957	3603	4268	4954	5659	6386	749	1520	2314	3132	3974
PLANT & EQUIPMENT																		
- Refurbish lift interiors in 20 years (partial accrual)	\$4,250	2035	2	392	795	1210	1638	2079	2533	3000	3482	3978	4489	5015	5557	6116	6691	7283
- Allowance for mechanical upgrade of lifts in 30 years (partial accrual)	\$54,000	2035	4	4976	10101	15379	20817	26417	32185	38126	44246	50549	57041	63728	70616	77710	85017	92543
STORE ROOM																		
- Replace in-line extraction fans	\$8,385	2028	10	1314	2667	4061	5497	6976	8499	10068	11684	13370	1780	4234	5730	7172	8660	10495
- Maintain extraction ducting	\$420	2026	6	85	173	264	357	453	552	652	757	867	981	1100	1223	1350	1481	1616
- Maintain garbage chute system	\$672	2031	4	80	162	247	334	424	517	612	710	811	916	1023	1133	1247	1364	1484
TOTAL ACCRUALS				99708	199838	304268	409553	410870	508464	602183	692205	771858	464786	524460	477276	576061	606343	370412

* Bold blue items listed above are expense items that occur in that year.

REPORT INFORMATION

The values included in the report are for budgeting purposes and have been obtained from a number of sources including building cost information guides, painting contractors, plant and equipment suppliers, manufactures and installers and working knowledge of each buildings configuration at the time of inspection.

Every endeavour has been undertaken to accurately compile a budget for the maintenance, repair, renewal or replacement of the items of a non-routine nature that have been identified in this report. However as there is no definitive scope of works for maintenance, repair, renewal or replacement of the items contained in this report it is expected that if said items were put to tender, the quotations received would vary significantly dependent upon the timing and scope of works to that will be undertaken. For this reason it is recommended that several quotations are sourced as far in advance of any anticipated work as possible.

The installation date, present condition and estimated life of each item is determined at the time of the site inspection from a visual inspection, the age of the building (where this information is provided) and any other relevant information provided by the Owners at the time of inspection. This information is then communicated in the report by way of nominated total life cycle in comparison with expected remaining life. The life cycles of each of the items will vary depending upon where the building is located, for example buildings near a salt environment tend to have a lesser life cycle and a higher maintenance requirement.

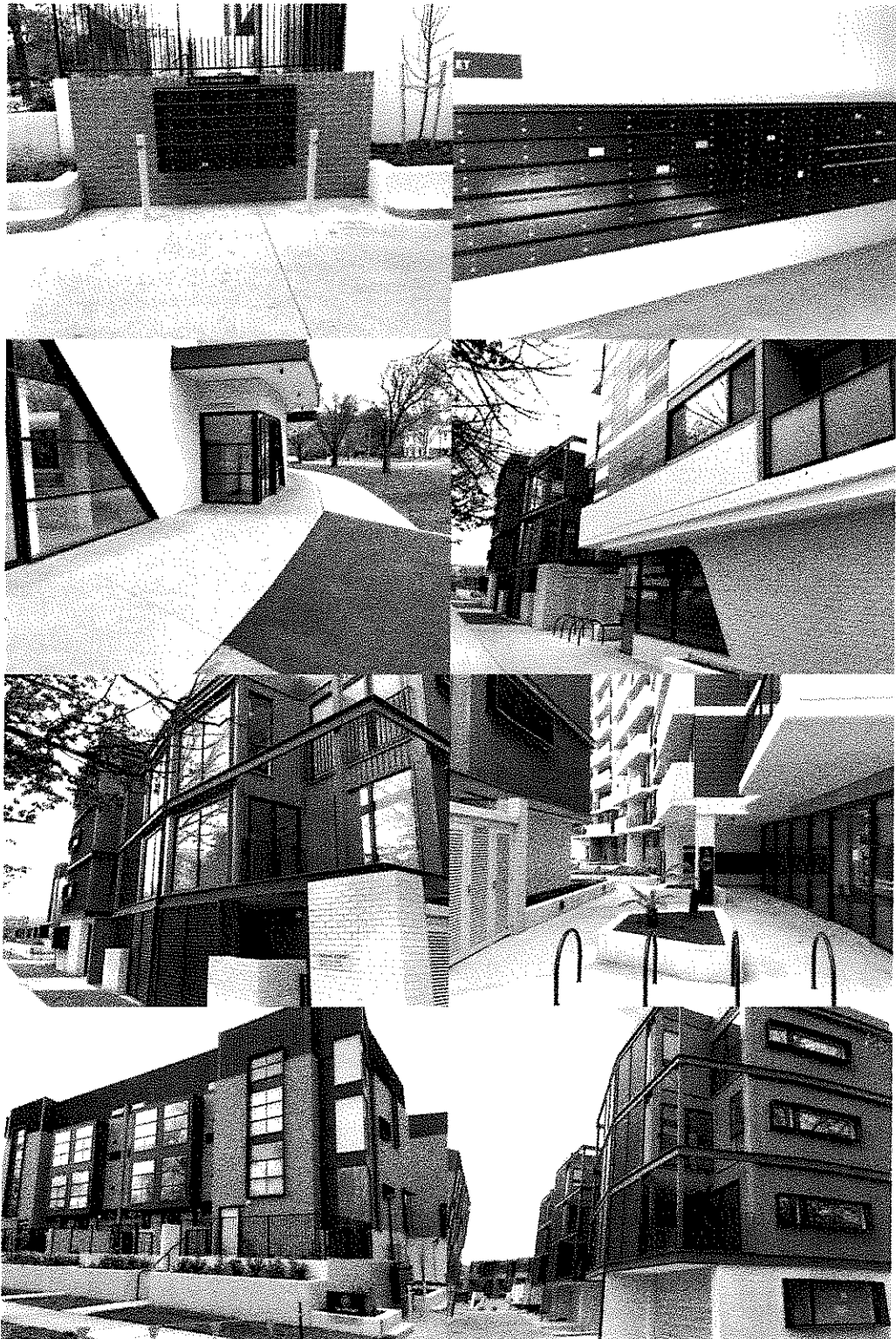
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report wherever possible. We recommend that a periodic survey be carried out by qualified building contractors to assess the building condition, if required. The inspection of the common property of the scheme is a cursory visual inspection only limited to those areas of the common property that are fully accessible and visible to the inspector from floor or ground level at the time of inspection. The primary purpose of the inspection is to determine the materials used in the construction of the building that need to be maintained, estimate the quantities of same, identify the plant and equipment in the common areas of the building and make a recommendation as to the timing of the repairs and replacements identified for restorative purposes only. The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property.

The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific condition of specialist items and equipment such as gas fittings and supply systems; heritage listing conditions or requirements; fire protection fittings and systems; HVAC fittings and systems site drainage; electrical or data systems or wiring, building plumbing systems including sewerage, potable and stormwater pipe work and fittings; security concerns; detection and identification of illegal building work; and the durability of exposed finishes.

The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety report and no assessment was made as to the compliance or otherwise of any pool barrier or common property windows.

AREAS NOT INSPECTED

- Part or parts of the common property building interior that were not readily accessible
- Part or parts of the building exterior were not readily accessible
- Part or parts of the roof exterior that were not readily visible from ground or floor level or obstructed at the time of inspection because of exceeding height, vegetation or neighbouring buildings.
- Part or parts of the Common Property plant and equipment where specialised knowledge or equipment is required to carry out the inspection, particularly in respect of its' operation.
- Part or parts of the retaining walls, fencing where not readily accessible or inaccessible or obstructed at the time of inspection because of on alignment, vegetation.









MINUTES OF THE FIRST GENERAL MEETING

Units Plan No. 13317 – The Grounds – 5 Donaldson Street & 2 & 6 Torrens Street, Braddon ACT.

DATE Tuesday 29 June 2021
TIME 5:30 PM
LOCATION Level 1, 182-200 City Walk, Canberra City ACT
Or
Via Zoom,

PRESENT:

A Wang (Unit 17),	J Ruiz (Unit 18),
C Donnison (Unit 19),	C Vardley (Unit 26),
C & A Ritchie (Unit 35),	S Souter (Unit 36),
V Wang (Unit 38),	J Moore (Unit 39),
Campton-Smith (Unit 48),	P McDonald (Unit 50),
J Perfile (Unit 51),	A Simunic (Unit 54),
L Imeson & A Osborne (Unit 58),	I Bauer (Unit 59),
M Masini (Unit 60),	P Rose (Unit 61),
S Lutz (Unit 69),	P Moss (Unit 72),
C Reid (Unit 75),	C Simpson (Unit 79),
B Brown & R Noveska (Unit 80),	N Starling (Unit 82),
I & M Mansfield (Unit 83),	B Brown & R Noveska (Unit 8)
P Pfitzner (Unit 90),	P & J Hurditch (Unit 94),
C May (Unit 95),	L Jopling & E Parsonson (Unit 110)
H Anderson (Unit 119),	D Macfadyen (Unit 124)
K Pattenden (Unit 140).	

Mr M Giugni, T Maly, Mr C Westerlaken and Mr J Malcolm – Representing LJ Hooker Strata ACT

QUORUM: A quorum was not reached, however; the meeting proceeded under a reduced quorum. A copy of the reduced quorum notice attached with these minutes.

PROXY: Q Cao representing M Cao (Unit 44).

ABSENTEE: YS & S Banks (Unit 49), M Bain (Unit 97).

APOLOGIES: Nil.

CHAIR: It was **resolved** that Mr I Mansfield (Unit 83) chair the meeting.

MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 14 December 2020 are accepted.

CARRIED

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 12 June 2021.

CARRIED

Secretarial note – it was noted that a portion of the waste expenses are to be reimbursed by the developer and once received will appear as a credit to the accounts. The potential safety concerns in the complex warranted the installation of dome mirrors to be installed. In addition, LJ Hooker Strata (LJH) is requested to investigate the expense for the 'R & M General' expense relating to the V-Lock.

INSURANCE

Owners are informed that the existing insurance cover is held through CHU Underwriting Agencies as follows:

Policy No	HU0006054664
Renewal Date	22 October 2021
BUILDING	\$70,000,000
LOSS OF RENT	\$10,500,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARERS	Not Selected
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
FLOOD	Included
COMMON CONTENTS	\$700,000
APPEAL	\$100,000
Excess	\$500

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building and, public liability claims that occur on the common property. The policy does not cover contents items. Contents items include, for example, carpet, curtains and light fittings.

Motion 3: That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

Secretarial note – LJH was instructed to include Office Bearers cover to the insurance policy as soon as possible. LJH provided an explanation of insurance cover and advised a PDS is available if required.

EXECUTIVE COMMITTEE

Units Plan No. 13317

Motion 4: That the Owners Corporation create Nine (9) Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

APPOINTED:

P McDonald (Unit 50),	M Masini (Unit 60),	P Rose (Unit 61),
P Moss (Unit 72),	B Brown (Unit 80),	I Mansfield (Unit 83),
J Hurditch (Unit 94),	H Anderson (Unit 119)	K Pattenden (Unit 140)

Secretarial note- LJH outlined the roles, responsibilities and expectations of the Executive Committee as outlined in the Unit Titles (Management) Act 2011

GENERAL BUSINESS

MOTION 5 SPECIAL RESOLUTION - RULES

Motion 5: Special Resolution : That Rule 1.4 of the Default Rules be amended and read as follows:

CARRIED

Erections and Alterations

- 1) A unit owner may erect or alter any structure in or on the unit or the common property only-
 - a) in accordance with the express permission of the Owners Corporation by 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

Secretarial note- Discussion regarding definition of 'structure' resulted in LJH clarifying the interpretation and referencing the Unit Titles (Management) Regulations 2011 and Unit Titles (Management) Act 2011.

MOTION 6: SPECIAL RESOLUTION – COMMON SEAL

Motion 6: Special Resolution: That Rule 1.13 be added to read

- a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

MOTION 7: SPECIAL RESOLUTION – PETS RULING

Motion 7: Special Resolution: That the ruling for pets is as per the below default rule;

That:

- (1) An owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if:
 - (a) The total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) The pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) The pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) The pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) The pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

CARRIED

2 x objections noted

Secretarial note – After some discussion it was decided to retain clause (2) but remove the following from the rules:

Assistance Animals: The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

ADDITIONAL GENERAL BUSINESS:

The following points were raised by owners and were noted for future discussion by the Executive Committee (EC)

1. Recycling Bins on each floor.
2. Traffic flow and safety around complex and garage areas.
3. Visitor and disabled parking.
4. Procedure if residents are locked out of the building.
5. Clarification of erections and alterations.
6. Units used for Air BnB: Unit holders are entitled to use apartments as they see fit subject to abiding by default rules.
7. Cleaning of external glass. Decision for EC.
8. Deliveries and large parcels.
9. Insurance Policy: Quote has been requested to include cover for office bearers, machinery breakdown and advice on catastrophe cover.
10. Information for rubbish chute use, emergency evacuations, Strata manager and resident responsibilities.
11. Outstanding defects status.
12. Some residents did not receive meeting notification. Only those residents who have provided the Form 115 via solicitors were notified.

In addition to the above, the following items were raised from the floor;

1. Trees in the courtyard of the townhouses and on Government land are deemed to be unsuitable for the area and proximity to the structure. The EC are to prepare a response for submission to the Government.

2. Safety concern of residents and visitors not stopping before entering the road, creating a cause of concern for the safety of pedestrians walking along the pathway.
3. The bin chute fan does not appear to be working still, LJ Hooker Strata is requested to follow up with the builders (Construction Control).
4. LJH to provide status of outstanding common area defect list.
5. LJH to order sinking fund report allowed for in the budget.
6. EC to consider requirement for independent building report investigating common area faults.
7. Concerns raised about residents on level 8 generating excessive noise and foot traffic. A diary of events is to be maintained by residents and forwarded to LJH for further action.

There being no further business the meeting was declared closed at 8:20pm.

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 UP 13317 The Grounds

A2 General meeting

Date (or dates) of general meeting 29 June 2021
at which the reduced quorum
decision or decisions were made—

Tick applicable box, or both boxes if applicable:

- | | |
|--|--|
| <input checked="" type="checkbox"/> 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). | <input type="checkbox"/> 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
29 June 2021	As per attached minutes

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.

30 June 2021

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



A handwritten signature in black ink, appearing to be "M. J. ...".

[†] 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).

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).

UNITS PLAN RULES

Address

1 Definitions-default rules

(1) In these rules:

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

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

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

2 Payment of rates and taxes by unit owners

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

3 Repairs and maintenance

(1) A unit owner must ensure that the unit is in a state of good repair.

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

4 Erections and alterations

(1) A unit owner may erect or alter any structure in or on the unit or the Common Property only –

(a) in accordance with the express permission of the Owners Corporation by unopposed resolution and;

(b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).

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

5 Use of common property

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

6 Hazardous use of unit

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

7 Use of unit-nuisance or annoyance

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rules 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 condition.
- (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 rules 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.

9 Illegal use of unit

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

10 What may an Executive Committee Representative do?

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

11 Seal of owners corporation

For the attaching of the seal of the Owners Corporation to a document to be effective-

- (a) the seal must be attached by decision of the Executive Committee; and
 - (b) the seal must be attached in the presence of 2 Executive Members; and
 - (c) the Executive Members witness the attaching of the seal must sign the documents as witnesses.
-

MINUTES OF THE FIRST GENERAL MEETING

Units Plan No. 13317 – The Grounds – 5 Donaldson Street & 2 & 6 Torrens Street, Braddon ACT.

DATE Tuesday 29 June 2021
TIME 5:30 PM
LOCATION Level 1, 182-200 City Walk, Canberra City ACT
Or
Via Zoom,

PRESENT: A Wang (Unit 17), J Ruiz (Unit 18),
C Donnison (Unit 19), C Vardley (Unit 26),
C & A Ritchie (Unit 35), S Souter (Unit 36),
V Wang (Unit 38), J Moore (Unit 39),
Campton-Smith (Unit 48), P McDonald (Unit 50),
J Pertile (Unit 51), A Simunic (Unit 54),
L Imeson & A Osborne (Unit 58), I Bauer (Unit 59),
M Masini (Unit 60), P Rose (Unit 61),
S Lutz (Unit 69), P Moss (Unit 72),
C Reid (Unit 75), C Simpson (Unit 79),
B Brown & R Noveska (Unit 80), N Starling (Unit 82),
I & M Mansfield (Unit 83), B Brown & R Noveska (Unit 8),
P Pfitzner (Unit 90), P & J Hurditch (Unit 94),
C May (Unit 95), L Jopling&E Parsonson(Unit 110),
H Anderson(Unit 119), D Macfadyen (Unit 124),
K Pattenden (Unit 140).

Mr M Giugni, T Maly, Mr C Westerlaken and Mr J Malcolm – Representing LJ Hooker Strata ACT

QUORUM: A quorum was not reached, however; the meeting proceeded under a reduced quorum. A copy of the reduced quorum notice attached with these minutes.

PROXY: Q Cao representing M Cao (Unit 44).

ABSENTEE: YS & S Banks (Unit 49), M Bain (Unit 97).

APOLOGIES: Nil.

CHAIR: It was **resolved** that Mr I Mansfield (Unit 83) chair the meeting.

MINUTES OF INAUGURAL GENERAL MEETING

Motion 1: That the minutes of the Inaugural General Meeting held 14 December 2020 are accepted.

CARRIED

FINANCIAL REPORT

Motion 2: That the financial statements be accepted as presented for the period to 12 June 2021.

CARRIED

Secretarial note – it was noted that a portion of the waste expenses are to be reimbursed by the developer and once received will appear as a credit to the accounts. The potential safety concerns in the complex warranted the installation of dome mirrors to be installed. In addition, LJ Hooker Strata (LJH) is requested to investigate the expense for the 'R & M General' expense relating to the V-Lock.

INSURANCE

Owners are informed that the existing insurance cover is held through CHU Underwriting Agencies as follows:

Policy No	HU0006054664
Renewal Date	22 October 2021
BUILDING	\$70,000,000
LOSS OF RENT	\$10,500,000
PUBLIC LIABILITY	\$20,000,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARERS	Not Selected
VOLUNTARY WORKERS	\$200,000/\$2,000
GOVT AUDIT COSTS	\$25,000
LEGAL EXPENSES	\$50,000
LOT OWNERS IMPROVEMENT	\$250,000
FLOOD	Included
COMMON CONTENTS	\$700,000
APPEAL	\$100,000
Excess	\$500

The Managing Agent advises that the Building Insurance Policy held by the Owners Corporation only covers the building and, public liability claims that occur on the common property. The policy does not cover contents items. Contents items include, for example, carpet, curtains and light fittings.

Motion 3: That upon renewal of the insurance policy, quotes will be obtained and discussed with the Executive Committee.

CARRIED

Secretarial note – LJH was instructed to include Office Bearers cover to the insurance policy as soon as possible. LJH provided an explanation of insurance cover and advised a PDS is available if required.

EXECUTIVE COMMITTEE

Motion 4: That the Owners Corporation create Nine (9) Executive Committee positions, and those positions be filled by nominated owners.

CARRIED

APPOINTED:

P McDonald (Unit 50),	M Masini (Unit 60),	P Rose (Unit 61),
P Moss (Unit 72),	B Brown (Unit 80),	I Mansfield (Unit 83),
J Hurditch (Unit 94),	H Anderson (Unit 119)	K Pattenden (Unit 140)

Secretarial note- LJH outlined the roles, responsibilities and expectations of the Executive Committee as outlined in the Unit Titles (Management) Act 2011

GENERAL BUSINESS

MOTION 5 SPECIAL RESOLUTION - RULES

Motion 5: Special Resolution : That Rule 1.4 of the Default Rules be amended and read as follows:

CARRIED

Erections and Alterations

1) A unit owner may erect or alter any structure in or on the unit or the common property only-

a) in accordance with the express permission of the Owners Corporation by 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

Secretarial note- Discussion regarding definition of 'structure' resulted in LJH clarifying the interpretation and referencing the Unit Titles (Management) Regulations 2011 and Unit Titles (Management) Act 2011.

MOTION 6: SPECIAL RESOLUTION – COMMON SEAL

Motion 6: Special Resolution: That Rule 1.13 be added to read

a) The strata managing agent applies the Seal after receiving written confirmation from the executive committee to apply the Seal (note: - Written confirmation includes via email). The Managing Agent may apply the Common Seal to Section 119 Certificates as and when required.

CARRIED

MOTION 7: SPECIAL RESOLUTION – PETS RULING

Motion 7: Special Resolution: That the ruling for pets is as per the below default rule;

That:

- (1) An owner or occupier (the pet owner) may keep an animal, or permit an animal to be kept, within the unit if:
 - (a) The total number of animals kept within the unit (other than birds in a cage or fish in an aquarium) is not more than 3; and
 - (b) The pet owner ensures that the animal is appropriately supervised when the animal is on the common property; and
 - (c) The pet owner keeps the animal secure so that it cannot escape the unit unsupervised; and
 - (d) The pet owner cleans any area of the units plan that is soiled by the animal; and
 - (e) The pet owner takes reasonable steps to ensure the animal does not cause a nuisance or a risk to health or safety.

- (2) The pet owner must, within 14 days of the day the animal is first kept within the unit, tell the owners corporation, in writing, that the animal is being kept within the unit.

CARRIED

2 x objections noted

Secretarial note – After some discussion it was decided to retain clause (2) but remove the following from the rules:

Assistance Animals: The owners corporation may require a person who keeps an assistance animal to produce evidence that the animal is an assistance animal.

ADDITIONAL GENERAL BUSINESS:

The following points were raised by owners and were noted for future discussion by the Executive Committee (EC)

1. Recycling Bins on each floor.
2. Traffic flow and safety around complex and garage areas.
3. Visitor and disabled parking.
4. Procedure if residents are locked out of the building.
5. Clarification of erections and alterations.
6. Units used for Air BnB: Unit holders are entitled to use apartments as they see fit subject to abiding by default rules.
7. Cleaning of external glass. Decision for EC.
8. Deliveries and large parcels.
9. Insurance Policy: Quote has been requested to include cover for office bearers, machinery breakdown and advice on catastrophe cover.
10. Information for rubbish chute use, emergency evacuations, Strata manager and resident responsibilities.
11. Outstanding defects status.
12. Some residents did not receive meeting notification. Only those residents who have provided the Form 115 via solicitors were notified.

In addition to the above, the following items were raised from the floor;

1. Trees in the courtyard of the townhouses and on Government land are deemed to be unsuitable for the area and proximity to the structure. The EC are to prepare a response for submission to the Government.

2. Safety concern of residents and visitors not stopping before entering the road, creating a cause of concern for the safety of pedestrians walking along the pathway.
3. The bin chute fan does not appear to be working still, LJ Hooker Strata is requested to follow up with the builders (Construction Control).
4. LJH to provide status of outstanding common area defect list.
5. LJH to order sinking fund report allowed for in the budget.
6. EC to consider requirement for independent building report investigating common area faults.
7. Concerns raised about residents on level 8 generating excessive noise and foot traffic. A diary of events is to be maintained by residents and forwarded to LJH for further action.

There being no further business the meeting was declared closed at 8:20pm.

THE OWNERS OF UNITS PLAN 13317– THE GROUNDS
5 DONALDSON STREET & 2 & 6 TORRENS
STREET, BRADDON, ACT
MINUTES OF INAUGURAL GENERAL MEETING

DATE: 14 December 2020
TIME: 11:00AM
PLACE: LJ Hooker Strata ACT, 1st Floor, 182 – 200
 City Walk, Canberra, ACT.

PRESENT: Mr Jamie Pinkerton – Representing Block 5 Section 30 Pty Limited
 as trustee for Block 5 Section 30 Trust
 Mr Tim Maly – Representing LJ Hooker Strata ACT

QUORUM: As all units are owned by Block 5 Section 30 Pty Limited as trustee for
 Block 5 Section 30 Trust, a quorum was declared present for the
 meeting.

CHAIR: It was **resolved** that Jamie Pinkerton chair the meeting.

The Chair advised the meeting that the development situated at 5 Donaldson Street
 and 2 & 6 Torrens Street, Braddon, ACT, consisting of 145 A Class Units, was
 registered at the Land Titles Office as Units Plan 13317 on 14 December 2020.
 This meeting is to resolve and put into effect certain matters required under the
 provisions of the Unit Titles (Management) Act 2011.

1. Owners Corporation Manager

***Motion 1:** That LJ Hooker Strata (ACT) Pty Ltd be appointed Managing Agent
 for the Corporation for a period of 2 years from the registration of the Units
 Plan, in accordance with performance of its duties and functions and to
 exercise its functions pursuant to Division 4.2 of the Unit Titles (Management)
 Act 2011 and in accordance with the Management Agreement tabled at this
 meeting.*

CARRIED

2. Insurance

***Motion 2:** That the Corporation obtain the following Insurance cover:*
CHU Underwriting Agencies **Policy Number HU0006054664**

INSURED PROPERTY (Building)	\$70,000,000
Loss of Rent/Temp Accommodation (15%)	\$10,500,000
PUBLIC OR LEGAL LIABILITY	\$20,000,000
VOLUNTARY WORKERS	\$200,000/\$2,000
FIDELITY GUARANTEE	\$100,000
OFFICE BEARER'S LEGAL LIABILITY	Not Selected

MACHINERY BREAKDOWN	Not Selected
CATASTROPHE INSURANCE (Insured Property)	Not Selected
GOVERNMENT AUDIT COSTS	\$25,000
APPEAL EXPENSES	\$100,000
LEGAL DEFENCE EXPENSES	\$50,000
LOT OWNERS IMPROVEMENTS	\$250,000
COMMON AREA CONTENTS	\$700,000
FLOOD	Included
TOTAL Premium	\$40,712.18
Excess: \$500 Standard: \$2,000 Unoccupied	

CARRIED

3. Common Seal

Motion 3: That a common seal be purchased and until the next General Meeting shall only be affixed to certificates given pursuant to Section 119 of the Act.

CARRIED

4. Budget

Motion 4: That the Corporation endorse the following budget for the Administrative Fund for the period 14 December 2020 to 31 December 2021.

General Fund

BAS Lodgement & Tax Return	\$600.00
Sinking Fund Forecast	\$2,000.00
Waste Removal	\$2,000.00
Building Manager/Cleaner	\$92,000.00
Electricity	\$21,000.00
Gardener	\$8,000.00
Insurance Premium	\$41,000.00
Fire Systems Maintenance	\$3,000.00
Management Fees (All Inclusive)	\$58,000.00
Sundry Expenses	\$1,500.00
NBN lines for lifts, metering, etc	\$3,600.00
Water	\$40,000.00
Maintenance Electrical	\$1,500.00
Maintenance General	\$2,000.00
Maintenance Garage Doors	\$1,300.00
Maintenance Plumbing	\$3,000.00
Maintenance Mechanical Ventilation	DLP
Maintenance Lift	\$1,000.00
Maintenance Roof	\$2,000.00
Totals	\$283,500.00

CARRIED

5. Levies

Motion 5: That the Corporation determine a levy equal to the approved General Fund, of which the total is \$283,500.00 for the period 14 December 2020 to 31 December 2021 and to be contributed to in accordance with unit entitlements.

Payment to be made in 2 instalments paid in advance and due 11th January 2021 and 1 July 2021.

CARRIED

6. Bank Account

Motion 6: That the Corporation open a Bank Account with Bank of Queensland in the name of "The Owners – Units Plan 13317".

CARRIED

7. Plans & Certificate

The Chairman advised that the registered Units Plan, any building plans and Certificate of Title for Common Property would be handed to the Managing Agent for safekeeping at the earliest opportunity.

8. Executive Committee

Motion 7: That all owners form the Executive Committee of the Corporation until the earlier of the next General Meeting or the next Annual General Meeting of members.

CARRIED

9. General Meeting

It was noted that a General Meeting should be held, if possible, within 90 days of the registration of the Units Plan to elect an Executive Committee and address any issues the owners may wish to raise. This is subject to a majority settlement of Units within that timeframe.

10. Mailing Address

It was noted that the mailing address for the Owners Corporation would be 1st Floor, 182 – 200 City Walk, Canberra City, ACT, 2601.

11. Pets/Animals

Motion 8: The Owner's Corporation consents to a unit owner keeping up to two (2) small, quiet animals within their unit, subject to the following conditions:

- (a) The animal(s) must remain within the boundary of the owners unit at all times;
- (b) The animal(s) must be leashed or caged when on Common Property;
- (c) The cost of any repairs required as a result of damage caused by an animal is the responsibility of the relevant unit owner; and

- (d) *If at any time an animal causes nuisance to other unit owners, the Owner's Corporation may revoke its consent to the keeping of that animal.*

CARRIED

12. Electronic Voting

Motion 9: *That the Owners Corporation agree to conduct meetings using Electronic Voting and that meetings can now be held via these means:*

- (a) *voting in the meeting by teleconference, videoconference, email or other electronic means;*

- (b) *voting on a motion by email or other electronic means before the meeting at which the matter (other than an election) is to be decided (pre-meeting electronic voting).*

Note:

- (a) *the owners corporation must ensure that members have reasonable access to facilities to vote; and*

- (b) *information about how members can access the facilities must accompany the notice of the general meeting.*

- (c) *A motion that is to be decided wholly by pre-meeting electronic voting may not be amended at the general meeting for which the pre-meeting electronic voting is conducted.*

- (d) *A motion that is to be decided partly by pre-meeting electronic voting must not be amended at the general meeting for which the pre-meeting electronic voting is conducted if the effect of the amendment is to change the subject matter of the original motion. If a motion that is to be decided partly by pre-meeting electronic voting is amended at the general meeting for which the pre-meeting electronic voting is conducted, the minutes of the meeting must be accompanied by a notice of a change and a statement setting out the power to request a further general meeting under the Act.*

CARRIED

13. External Louvres on Units 1 – 8

Motion 10: *The Corporation give consent to the owners of units 1 to 8 inclusive, to do any of the following actions in relation to the external louvres affixed to their respective units:*

1. *Retain the louvre;*
2. *Reposition the louvres; or*
3. *Remove the louvres.*

CARRIED

There being no further business the meeting closed at 11:30am.

Mr Jamie Pinkerton – Chair

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 13317

DATE & TIME Wednesday 4 August 2021 at 5:30pm
LOCATION 182-200 City Walk, Canberra City, ACT 2601 – LJ Hooker Strata ACT
 Boardroom
 &
 Via Zoom

In Attendance

Committee Members
P McDonald
M Masini
P Rose
P Moss
B Brown
I Mansfield
J Hurditch
H Anderson
K Pattenden

LJ Hooker Strata ACT (LJH)
M Giugni

Apologies
Nil

As a quorum was present, the meeting was declared open at 5:35pm

AGENDA

<p>1. Appointment of Office Bearers –</p> <p>Chairperson: I Mansfield Secretary: M Masini Treasurer: P Rose</p> <p>Note: Future Agenda Items:</p> <p>The EC decided that agenda items from now on in Agendas would be prioritised for discussion in the following order, to ensure that the most critical issues were addressed first:</p> <ul style="list-style-type: none">▪ Related to Strata Budget/Management▪ Related to Safety▪ Related to rectifications▪ Related to maintenance▪ Related to issues/nuisances raised by owner/tenants▪ Related to improvements
<p>2. Minutes of the Previous Executive Committee (EC) Meeting – Motion 1: NA</p>
<p>3. Financial Statements –</p> <p>LJH advised the invoice for \$2,988.70 queried at the General meeting related to replacement of a vandalised front door lock and supply and programming of FOBs. LJH to seek clarification if this vandalised door is the same one causing concerns now. Discussion regarding splitting the budget between the tower and townhouse apartments ensued. This will involve a lot of work to determine what costs will be applicable to each building. EC to consider further prior to AGM. LJH to seek a quote for the Sinking fund report to split as per above. EC to establish sinking fund as soon as possible. LJH confirmed that PFM were providing 30 hours per week service to The Grounds. Fifteen hours for cleaning and fifteen hours for caretaking. LJH advised that all line items in the budget were open to review at the discretion of the EC.</p>
<p>4. App:</p> <p>LJH reminded residents that the App was the official and best way to communicate about matters relating to The Grounds, as the App is secure and only registered residents can access it. There are currently 102 registered users, and all residents are encouraged to join the App if they have not done so. The Executive Committee is aware that a Facebook page has been privately established for social purposes.</p> <p>EC suggested LJH place a notice on the App regarding what to do if residents lose their keys. If keys are lost it is up to residents to contact locksmiths for access. Master keys are not held by anyone other than emergency services.</p>
<p>5. Insurance: LJH confirmed office bearers liability insurance was now included in the policy. A copy of the Certificate of Currency is available on the app.</p>
<p>6. Security –</p>

Front door security still a concern. Lockbridge have advised Construction Control that the faulty front door is their responsibility to repair.(29/7/21). No response yet received from Construction Control.

7. Building Defects – A number of building defects were reported.

LJH advised an existing common area defect report had been forwarded to Developers for status update.

Action item: It was agreed that LJH would obtain quotes to have the external building structure and basement inspected by independent consultants to identify defects which the developers are responsible for repairing.

The objective is to present an independent consultant's report identifying such defects to the developer before 13 December 2021".

8. General Business –

Conflict of interest declarations: LJH advised that The Managing Director of LJH was also the Managing Director of Precision Facilities Management (PFM) The Committee confirmed they were already aware of this.

Waste management signage: EC to design new signage regarding waste and recycling disposal which is to be produced and displayed around the complex including in each rubbish chute room.

Traffic signage: EC to design new signage for the Donaldson St entrance, reflecting that post-boxes and deliveries should go to the Torrens St entrance.

Garbage chute: EC to investigate options for insulating waste chute. Education regarding waste chute use to be rolled out. ie no hard items to be placed in chute.

Action Item: EC deferred investigations to next EC meeting

External building Cladding: LJH to seek confirmation on the fire retardant status of all cladding used in the construction of The Grounds.

External Glass Cleaning: EC decided not to investigate at this stage.

Parking: LJH to seek conversion of current building manager parking spots in B1 and B2 back to visitor parking. B3 also has a space that could be converted. The spot is currently unmarked and under the road ramp.

Deliveries and large parcels: It is up to residents to arrange their deliveries. No master access key will be made available to delivery drivers.

Existing tree planting: EC to follow up with ACT Environment, Planning & Sustainable Development Directorate to investigate the appropriateness of current plantings. Current planting will cause significant future damage to the complex if not addressed.

Complex safety issues: Extra signage and traffic mirrors. EC to consider placement of mirrors.

Action Item: LJH to obtain quotes from WHS contractors for additional safety items required for the driveway, driveway-footpath intersections, and basement car parks.

Traffic flow: EC considering adjusting traffic flow on private property in improve traffic movement.

Action Item: LJH to investigate legal and planning obligations for changing traffic flow.

Erections and alterations: 'By way of further explanation to what is captured in Rule 1.4 of the Default Rules .Permission for erections and alterations must be sought from the EC

where common property is affected, or proposed changes on private property are visible to other residents. Eg hanging of pictures inside the apartment does not require permission but installing a shade sail on the balcony would require permission. If unsure seek permission.

Apartments use: LJH advised residents that apartments may only be used for the purposes set out in the ACT Unit Titles Management Act of 2011.

Next Meetings: The committee agreed that the next meetings will be as: TBA

As there was no further business to be discussed the Chairperson declared the meeting closed at 7.45 pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 13317

DATE & TIME Wednesday 4 August 2021 at 5:30pm
LOCATION 182-200 City Walk, Canberra City, ACT 2601 – LJ Hooker Strata ACT
 Boardroom
 &
 Via Zoom

In Attendance

Committee Members
P McDonald
M Masini
P Rose
P Moss
B Brown
I Mansfield
J Hurditch
H Anderson
K Pattenden

LJ Hooker Strata ACT (LJH)
M Giugni

Apologies
Nil

As a quorum was present, the meeting was declared open at 5:35pm

AGENDA

<p>1. Appointment of Office Bearers –</p> <p>Chairperson: I Mansfield Secretary: M Masini Treasurer: P Rose</p> <p>Note: Future Agenda Items:</p> <p>The EC decided that agenda items from now on in Agendas would be prioritised for discussion in the following order, to ensure that the most critical issues were addressed first:</p> <ul style="list-style-type: none">▪ Related to Strata Budget/Management▪ Related to Safety▪ Related to rectifications▪ Related to maintenance▪ Related to issues/nuisances raised by owner/tenants▪ Related to improvements
<p>2. Minutes of the Previous Executive Committee (EC) Meeting – Motion 1: NA</p>
<p>3. Financial Statements –</p> <p>LJH advised the invoice for \$2,988.70 queried at the General meeting related to replacement of a vandalised front door lock and supply and programming of FOBs. LJH to seek clarification if this vandalised door is the same one causing concerns now. Discussion regarding splitting the budget between the tower and townhouse apartments ensued. This will involve a lot of work to determine what costs will be applicable to each building. EC to consider further prior to AGM. LJH to seek a quote for the Sinking fund report to split as per above. EC to establish sinking fund as soon as possible. LJH confirmed that PFM were providing 30 hours per week service to The Grounds. Fifteen hours for cleaning and fifteen hours for caretaking. LJH advised that all line items in the budget were open to review at the discretion of the EC.</p>
<p>4. App:</p> <p>LJH reminded residents that the App was the official and best way to communicate about matters relating to The Grounds, as the App is secure and only registered residents can access it. There are currently 102 registered users, and all residents are encouraged to join the App if they have not done so. The Executive Committee is aware that a Facebook page has been privately established for social purposes.</p> <p>EC suggested LJH place a notice on the App regarding what to do if residents lose their keys. If keys are lost it is up to residents to contact locksmiths for access. Master keys are not held by anyone other than emergency services.</p>
<p>5. Insurance: LJH confirmed office bearers liability insurance was now included in the policy. A copy of the Certificate of Currency is available on the app.</p>
<p>6. Security –</p>

Front door security still a concern. Lockbridge have advised Construction Control that the faulty front door is their responsibility to repair.(29/7/21). No response yet received from Construction Control.

7. Building Defects – A number of building defects were reported.

LJH advised an existing common area defect report had been forwarded to Developers for status update.

Action item: It was agreed that LJH would obtain quotes to have the external building structure and basement inspected by independent consultants to identify defects which the developers are responsible for repairing.

The objective is to present an independent consultant's report identifying such defects to the developer before 13 December 2021".

8. General Business –

Conflict of interest declarations: LJH advised that The Managing Director of LJH was also the Managing Director of Precision Facilities Management (PFM) The Committee confirmed they were already aware of this.

Waste management signage: EC to design new signage regarding waste and recycling disposal which is to be produced and displayed around the complex including in each rubbish chute room.

Traffic signage: EC to design new signage for the Donaldson St entrance, reflecting that post-boxes and deliveries should go to the Torrens St entrance.

Garbage chute: EC to investigate options for insulating waste chute. Education regarding waste chute use to be rolled out. ie no hard items to be placed in chute.

Action Item: EC deferred investigations to next EC meeting

External building Cladding: LJH to seek confirmation on the fire retardant status of all cladding used in the construction of The Grounds.

External Glass Cleaning: EC decided not to investigate at this stage.

Parking: LJH to seek conversion of current building manager parking spots in B1 and B2 back to visitor parking. B3 also has a space that could be converted. The spot is currently unmarked and under the road ramp.

Deliveries and large parcels: It is up to residents to arrange their deliveries. No master access key will be made available to delivery drivers.

Existing tree planting: EC to follow up with ACT Environment, Planning & Sustainable Development Directorate to investigate the appropriateness of current plantings. Current planting will cause significant future damage to the complex if not addressed.

Complex safety issues: Extra signage and traffic mirrors. EC to consider placement of mirrors.

Action item: LJH to obtain quotes from WHS contractors for additional safety items required for the driveway, driveway-footpath intersections, and basement car parks.

Traffic flow: EC considering adjusting traffic flow on private property in improve traffic movement.

Action Item: LJH to investigate legal and planning obligations for changing traffic flow.

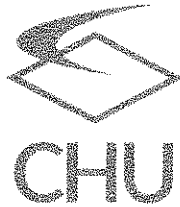
Erections and alterations: 'By way of further explanation to what is captured in Rule 1.4 of the Default Rules .Permission for erections and alterations must be sought from the EC

where common property is affected, or proposed changes on private property are visible to other residents. Eg hanging of pictures inside the apartment does not require permission but installing a shade sail on the balcony would require permission. If unsure seek permission.

Apartments use: LJH advised residents that apartments may only be used for the purposes set out in the ACT Unit Titles Management Act of 2011.

Next Meetings: The committee agreed that the next meetings will be as: TBA

As there was no further business to be discussed the Chairperson declared the meeting closed at 7.45 pm



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006054664
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	22/10/2021 to 22/10/2022 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.13317
Situation	5 DONALDSON STREET BRADDON ACT 2612

Policies Selected

Policy 1 – Insured Property

Building: \$72,100,000

Common Area Contents: \$721,000

Loss of Rent & Temporary Accommodation (total payable): \$10,815,000

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Selected

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: \$250,000

Flood Cover is included.

Date Printed

26/10/2021

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 13317 The Grounds

DATE & TIME Wednesday 29 September 2021 commencing at 5:30pm

LOCATION <https://zoom.us/j/98145365316?pwd=eIVkdHcwN29lOVZraUEzS2ZhQzVxUT09>

In Attendance

Committee Members
P McDonald
M Masini
P Rose
P Moss
B Brown
I Mansfield
J Hurditch
H Anderson
K Pattenden

LJ Hooker Strata ACT (LJH)
J Malcolm

The agenda lists the items of business and motions to be considered at the meeting.

<p>1. Opening</p> <p>Mr I Mansfield, Chairperson, welcomed all Executive Committee members. A vote of thanks was given to the outgoing manager, M Giugni and welcome to the incoming manager, J Malcolm. Additional thanks was given to Secretary, M Masini and Treasurer, P Rose, for their efforts attending to the many tasks and to P Moss for her work on the waste disposal.</p> <p>J Malcolm outlined the running's of the meeting via Zoom, and the overview of how to vote via Zoom for the purpose of the meeting and recording the Minutes.</p>
<p>2. Minutes of the Previous Executive Committee Meeting</p> <p>Motion 1: That the Minutes of the previous Executive Committee Meeting, held on 4 August 2021, be accepted. CARRIED</p> <p>Matters arising from the previous meeting. It was noted that as referenced under point '8. General Business', PFM is run by the Managing Director of LJH.</p>
<p>3. Discussion of Previous Items</p> <p>Motion 2: That the Executive Committee discuss the following items;</p> <ul style="list-style-type: none">• Current Action Items - Related to Strata Budget/Management (<i>Running</i>)

Action (Item Log Action Items: 1).

P Rose spoke to the motion and will discuss with LJH to contact a consultant to review the potential of splitting the Sinking Fund.

It was noted that Townhouse 1-8 will require more painting due to the different construction of Townhouses 111 -140 and Townhouses 1 & 2 park in the basement. Due to the many variables, it is preferable to fairly split the fund across two factors, one for the Apartments and one for the Townhouses.

The Consultant will be requested to give guidance (i.e; 60/40 split) to consider if it's worth splitting and the EC to review.

Additionally, the Admin Fund budget split is not suitable for the entirety of the budget, only on specific items (such as lifts or cleaners which are specific to the apartments only). Proceed with the report to divide the SF and possibly review the Admin Fund after the first year of a running budget.

- **New Business - Related to improvements** (Running Action Item Log Action Items: F).

H Anderson spoke to the motion. It was agreed that the proposal to install Solar panels would be put on hold for further investigation due to the variances of the roof use.

It was noted that H Anderson will discuss the economics of larger systems to provide to all residents – usually a free proposal. Approach other complexes who have a Rule in place for solar as well as liaise with Unit 47, to determine what their Rules are. LJH will work with H Anderson to consider the most suitable options for the EC to consider.

4. Current Action Items (please refer to attached Running Action Item Log)

Motion 3: That the following Action Items be discussed:

- **Safety** (Running Action Item Log Action Items: 4, 13)
Foyer doors now close and lock, however; further work required for the Braddon Street fixed door needs work and another strip down the letterbox side doors.
Torrens Street side was not closing due to the pressure of the air – preventing it closing 'latching' shut – possibly not fit for purpose. I Mansfield to discuss with PFM to confirm when the tradesperson is returning.
Mirrors and signs on the driveway to be installed. The DA application for traffic flow noted the one way flow – the EC note that the left hand turn would be too tight and result in mounting the kerb. The one way flow prohibits the possibility of 'shortcuts through the complex and access from both and north and south. Donaldson only accessible from the north, not from the west. Clear signage to be installed that are clear are follow normal street signage. P Moss and M Masini to work together.
- **Rectifications** (Running Action Item Log Action Items: 5, 12)
LJH spoke to this motion – noting a follow up on where M Giugni was up to with status of the two quotes for the rectification works and if not obtained yet, then to engage one ASAP.
Trees to be addressed on behalf of the Owners Corporation. H Anderson spoke to this motion and it was agreed that the EC and LJH will co-sign. I Mansfield and H Anderson will work together on this and share a copy with the EC prior to sending.
The concern being that the trees have been planted approximately 1 metre away from the complex, with concerns from the size of the trees themselves. .
- **Maintenance** (Running Action Item Log Action Items: 2)
I Mansfield spoke to this motion. K Pattenden requested the itemised pricing for the PFM costs, to consider if the services are in line with the market as they note majority is towards cleaning. LJH to keep PFM on month-to-month process, and work with I Mansfield, P Rose and K Pattenden.
- **Issues/Nuisances** raised by owners/tenants – Nil

5. General Business –

Any further business to be raised at the Executive Committee Meeting.

I Mansfield discussed the recycling bins and believes it would not be worth proceeding at this point in time and to instead trial the signage. P Moss would like a quote for the wheelie bins on each floor.

Proposal for the crimsafe door noting that there is no objections to the installation if it is in keeping with the overall look of the complex.

ECM to be held prior to the AGM to tick off the items in a couple of weeks, to cover off the remaining items.

The Chairperson declared the meeting closed at 7:08pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 13317 The Grounds

DATE & TIME Wednesday 29 September 2021 commencing at 5:30pm

LOCATION <https://zoom.us/j/98145365316?pwd=eIVkdHcwN29iOVZrdUEzS2ZlbnQzVxUT09>

In Attendance

Committee Members
P McDonald
M Masini
P Rose
P Moss
B Brown
I Mansfield
J Hurditch
H Anderson
K Pattenden
LJ Hooker Strata ACT (LJH)
J Malcolm

The agenda lists the items of business and motions to be considered at the meeting.

<p>1. Opening</p> <p>Mr I Mansfield, Chairperson, welcomed all Executive Committee members.</p> <p>A vote of thanks was given to the outgoing LJH manager, M Giugni, and a welcome was extended to the incoming manager, J Malcolm.</p> <p>Additional thanks were given to Secretary, M Masini and Treasurer, P Rose, for their efforts attending to the many tasks and to P Moss for her work on the waste disposal signs.</p> <p>J Malcolm outlined the conduct of the meeting via Zoom and gave an overview of how to vote via Zoom for the purpose of the meeting and noted the recording the Minutes.</p>
<p>2. Minutes of the Previous Executive Committee Meeting</p> <p>Motion 1: That the Minutes of the previous Executive Committee Meeting, held on 4 August 2021, be accepted. CARRIED</p> <p>Matters arising from the previous meeting. It was noted that as referenced under point '8. General Business', PFM is owned by the Managing Director of LJH.</p>
<p>3. Discussion of Previous Items</p> <p>Motion 2: That the Executive Committee discuss the following items;</p>

- Current Action Items - Related to Strata Budget/Management** (Running Action Item Log Action Item: 1 – Sinking and Admin Fund budgets).
 P Rose spoke to the motion. For the Sinking Fund, it was noted that Townhouse 1-8 will require different maintenance to Townhouses 101-140 (e.g. external painting) and to Townhouses 1 & 2 (which park in the basement).
 Due to the many variables, it is preferred to recommend a simple split (if a split is needed) to a GM, one that is clearly supported by the forecast expenditures in the Consultant's report.
 (Post-meeting Note: To allow the EC to consider several options, the Consultant should be tasked to provide a four-way split covering entire Body Corporate, Units 9-100 plus commercial, Units 1-8 and Units 101-140)
 The Consultant will be now requested to provide the split for the EC to review and, once received, in discussion with LJ Hooker Strata, will make a recommendation to the next GM/AGM. All members agreed that the Sinking Fund needed to be established as soon as possible, and definitely by the next AGM.
Action: P Rose will discuss with LJH to contact the consultant already engaged for the work to review the splitting the Sinking Fund as noted.

Additionally, the EC discussed that the Admin Fund budget split is not suitable/feasible for the entirety of the budget, only on specific items (such as lifts or cleaners, which are specific to the apartments only). The EC agreed to review the possibility of an Admin Fund split after the first year of a running budget.
- New Business - Related to improvements** (Running Action Item Log Action Items: F - Solar Panels application for Town House).
 H Anderson spoke to the motion. It was agreed that the proposal to install Solar panels would be put on hold for further investigation, due to the variances of the Class A status of Townhouse roof use.

Action: H Anderson will discuss the economics of larger systems with his current proposed installer, and report back to the EC – usually a free proposal. H Anderson will also approach Unit 47 and other unit complexes, to gain information on Body Corporate rules in place for solar. **Action:** LJH will poll other LJH-managed complexes for similar and work with H Anderson to consider the most suitable options for the EC to consider.

4. Current Action Items (please refer to attached Running Action Item Log)

Motion 3: That the following Action Items be discussed:

- Safety – Related to Tower Foyer Door fixes** (Running Action Item Log Action Items: 4)
 Foyer doors now close and lock, however, further work is required for the Donaldson Street 'fixed' door and another door closing strip down the letterbox side doors.
 Torrens Street side was not closing due to the pressure of the air – preventing it closing 'latching' shut – possibly not fit for purpose.
Action: I Mansfield to discuss with PFM to confirm when the tradesperson is returning to complete the job.
- Safety – Related to Quotes from WHS Contractors and Change of Traffic Flow** (Running Action Item Log Action Items: 13-14)
 The DA application for traffic flow noted the one-way flow – the EC also noted that the left hand turn from the garage has been witnessed to be too tight and result in cars mounting the kerb. Given complexities in legal and planning obligations for changing traffic flow, the EC decided to abandon the idea of reversing traffic flow. However, the EC agreed on the need for better signage.
Action: P Moss and M Masini to work together to propose clear signage/safety requirements to the EC for agreement. Signs are to reflect, as much as possible, normal street signage conventions.
- Rectifications – Related to Building Inspections** (Running Action Item Log Action Item: 5)
 LJH spoke to this motion – noting to follow up on where M Giugni was up to with status of the two quotes for the identification of common area defects and if not obtained yet, then

to engage one ASAP, with the intention to submit needed defect rectification list before December 2021.

Action: LJH to commission the report now

- **Rectifications – Related to Tree Plantings** (Running Action Item Log Action Item: 12)
The concern is that with trees planted approximately 1 metre away from the boundary of the complex with The Raiders, their fully grown size will cause damage. EC discussed that tree problems should be addressed on behalf of the Owners Corporation. It was agreed that the EC and LJH will co-sign a letter, based on a similar previous letter from H Anderson to the two involved entities: The Raiders and ACT Environment, and share with the EC before sending.
Action: I Mansfield and H Anderson will work together on this and share a copy with the EC prior to sending.
- **Maintenance – Related to the Grounds Management and Cleaning Arrangement** (Running Action Item Log Action Item: 2)
I Mansfield and K Pattenden spoke to this motion. K Pattenden requested the itemised pricing for PFM costs, to consider if the services are in line with the market as they note most of the cost is towards cleaning.
Action: LJH to keep PFM on month-to-month arrangement and provide monthly cost split for cleaning and grounds management. LJH to also coordinate with I Mansfield, P Rose and K Pattenden to identify other potential service providers, with a view to competitively tender cleaning and grounds management once a proposal is brought back to the EC.
- **Maintenance – Related to Recycling Bins** (Running Action Item Log Action Item: 7)
I Mansfield discussed the proposal for recycling bins and believed it would not be worth proceeding at this point with separate recycling wheelie bins on each floor, instead assessing the effect of the new signage. However, P Moss requested a quote for the wheelie bins on each floor, and for the bin tipping machine.
Action: LJH to gain formal quotes for the provision of one recycling wheelie bin on each floor of the tower (for the Waste Chute rooms) and for the bin tipping machine required in the Rubbish Room on the ground floor (inclusive of machine dimensions).

5. **General Business –**

Any further business to be raised at the Executive Committee Meeting.

Crimsafe doors on Townhouses. I Mansfield noted an informal request for the private installation of Townhouse Crimsafe doors, noting that there is no EC objection to the installation if it is in keeping with the overall look of the complex, and noting that one unit had already done so without EC approval.

Action: I Mansfield will liaise with LJH to come up with a short set of rules to be followed by any Townhouse owner wishing to install a Crimsafe door e.g., owner must request permission, must be installed professionally, materials must be of a suitable quality, colour must match the existing door, etc.?

Building Records. K Pattenden re-raised the request for LJH to provide The Grounds development records, in accordance with S. 17 of the Unit Titles (Management) Act 2011 (the "Act"). These should be provided at the first annual general meeting of an owners corporation for a units plan. The developer must give to the corporation the records set out in Schedule 3, Part 3.1, section 3.4 of the Act. Subparagraph 3.4 (c) of the schedule specifies the following records must be provided:

"any plans, specifications, diagram or drawings that relate to the design or service of the units or common property of the units plan, including the developmental approval and any condition to which the approval is subject".

Action: LJH to investigate and provide the records specified

LJH requested to coordinate the next ECM in a few weeks, in order to cover off the remaining agenda items.

It is anticipated that the AGM will be held in February 2022

The Chairperson declared the meeting closed at 7:08pm

MINUTES OF EXECUTIVE COMMITTEE MEETING

Units Plan No. 13317 The Grounds

DATE & TIME Wednesday 13 October 2021 between 5:30pm and 7:18pm

LOCATION Zoom

Committee Members in Attendance
P McDonald
M Masini
P Rose
I Mansfield
J Hurditch
H Anderson
K Pattenden

LJ Hooker Strata ACT (LJH) Representative
J Malcolm

The agenda below lists the items of business and motions considered at the meeting.

<p>1. Opening</p> <p>Chairperson and Strata Manager welcomed all members and gave an overview of how to vote via zoom for the purpose of the meeting and recording the Minutes.</p>
<p>2. Minutes of the Previous Executive Committee Meeting</p> <p>Motion 1: That the Minutes of the previous Executive Committee Meeting, held on 29 September 2021, be accepted. CARRIED</p> <p>Any matters arising from the previous meeting. The EC agreed to cover any matters arising during detailed agenda discussions below.</p>
<p>3. Current Action Items (please refer to attached Running Action Item Log)</p> <p>Motion 2: That the following Action Items be discussed:</p> <ul style="list-style-type: none"> • Budget/Management (Running Action Item Log Action Items: 1) • Safety (Running Action Item Log Action Items: 4, 13) • Rectifications (Running Action Item Log Action Items: 5, 12) • Maintenance (Running Action Item Log Action Items: 2) • Issues/Nuisances raised by owners/tenants – Nil • Improvements (Running Action Item Log Action Items: 7, 8, 9, 11, 14)

(Running Action Item Log 5) Developer Defects Period. EC discussed. Peak Consulting is approved to provide the report if they can meet the report delivery time frame of two weeks from attendance. Report due to developer by 13 Dec.

Action: LJH to commission Peak Consulting to come to The Grounds ASAP (ie 01Nov21), and to provide report with 2 weeks post that date.

Action: LJH to poll tenants through the LJH App for their own list of common area defects, to assist the compiling of a more complete report.

(Running Action Item Log 7) Recycling Bins. Action still open.

Action: LJH to gain formal quotes for one recycling wheelie bin on each floor of the tower (Waste Chute rooms) and for the bin tipping machine in the Rubbish Room on the ground floor (inclusive of machine dimensions)

(Running Action Item Log 8) Small sign on Donaldson St door. To advise deliveries be left at Torrens St side only.

Action: P Rose to send photo of current sign type to LJH.

Action: LJH to gain quote for an engraved sign on Donaldson St door (inside of glass) in a similar style to sign used to display Unit numbers and floors near elevators on ground floor

(Running Action Item Log 9) Rubbish Chute noise: Investigate options for insulating waste chute for noise

Action: LJH to place notice on LJH App advising that glass is not to be placed into waste chute but walked to ground floor rubbish room.

(Post-meeting Note: EC to review the following and provide updated advice to LJH:

[Pvrolak-Case-Study-Silencing-Garbage-Chutes.aspx](http://www.architectureanddesign.com.au/Pvrolak-Case-Study-Silencing-Garbage-Chutes.aspx) | <http://www.architectureanddesign.com.au/Pvrolak-Case-Study-Silencing-Garbage-Chutes.aspx>

<http://www.architectureanddesign.com.au/Pvrolak-Case-Study-Silencing-Garbage-Chutes.aspx>

(Running Action Item Log 11) B1, B2 & B3 Visitor Parking (VP). Action still open.

Action: LJH to convert to Building Manager parking on B1 and B2 to VP. LJH to convert additional parking space to VP (currently unlabelled – directly under the B3 ramp). BM authorised to park anywhere necessary.

(Running Action Item 12) Tree planting/removal.

Action: EC to review letter prepared by I Mansfield and H Anderson and advise I Mansfield for submission.

(Running Action Item 13) Driveway and Garage Signage. EC discussed a number of signage locations.

Action: P Moss and M Masini to propose signage/safety requirements to the EC for agreement. Signs are to reflect, as much as possible, normal street signage conventions.

(Running Action Item 14) Traffic Flow. EC confirmed this action can be closed once LJH uploads to the App the one-way traffic flow page from the owners HB.

Action: PR to email LJH the applicable HB page

Action: LJH to upload to the App

Action: I Mansfield to upload applicable page to the Facebook resident's site

(Running Action Item 22) Development Documents. Action still open.

Action: LJH to enforce compliance by providing a letter to Lockbridge and Tony at Construction Control, for this information for Block 5 Section 30

4. New Business Items (please refer to attached Running Action Item Log)

Motion 3: That the following Action Items be discussed:

- **Budget/Management** - Nil
- **Safety** (Running Action Item Log Action Items: A, B)

- **Rectifications** (Running Action Item Log Action Items: C)
- **Maintenance** (Running Action Item Log Action Items: E)
- **Issues/Nuisances** raised by owner/tenants - Nil
- **Improvements** (Running Action Item Log Action Items: D, F)

(Running Log New Business Item A) Realign Security Camera. EC discussed realignment of the Donaldson St 'Exit' camera (there are two security cameras at this location that overlook the 'No Entry' road sign) to instead look down Donaldson St to capture the footpath down to Cooyong St, to where the commercial lease shops are located.

New Action Item 15: EC to discuss with Jamie during The Grounds tour with Jamie.

(Running Log New Business Item B) Self-Close Timer on Rubbish Room Doors. The bin room doors are often left open. A motion/time sensor is required, and lock-out switch for the BM to work in the area uninterrupted.

New Action Item 16A: M Masini to provide a specification to get quotes on.

New Action Item 16B: LJH to gain quotes once specification provided.

(Running Log New Business Item C) Rain Noise. Excessive noise occurs when rain falls onto the colour bond ledge outside bedrooms on most tower apartments. P Rose had previously noted this as a defect on his personal Defects Notice to the developer. All residents should do the same.

New Action Item 17: LJH to ensure this issue is raised in the contractor's defect report at Action Item 5.

(Running Log New Business Item D) Waste Chute Rooms - Deodorisers. Bad rubbish odours have been occasionally noted from rubbish chute rooms on each floor. Lvl 5 and 8 seem particularly worse.

New Action Item 18: LJH to research what similar solutions have been used in other LJH properties, then quote for the installation of wall-mounted deodorisers in each tower waste chute room. The intent is for them to be refilled by building cleaners during their normal duties.

(Running Log New Business Item E) Gardening: EC discussed hiring a gardening firm to periodically maintain and improve grass, shrubs, and provide general advice.

New Action Item 19: I Mansfield & M Masini to prepare SOW for quoting.

(Running Log New Business Item F) Solar Application for Townhouse. No LJH buildings have similar set ups with 'A' Class complexes. H Anderson gained advice that communal solar is too complicated, especially at the moment where no Sinking Fund exists. EC agreed.

New Action Item 25: H Anderson to circulate example Strata by-laws to EC for consideration and to gain legal advice for Townhouse solar installations on rooves.

5. General Business –

Any further business raised at the Executive Committee Meeting.

'Crimsafe' Security door. Unit 129 requested permission to install a security door.

New Action Item 33A: I Mansfield to prepare a scope of considerations for anyone who has installed or is installing, security doors, and need to apply for EC approval.

New Action Item 33B: LJH to post on their App that all requests from individual owners are to be sent to the Owners Corporation through LJH, via the App.

Completed EC Action Items. A record of completed items will be listed on the App.

Access Canberra QR Codes for building. EC thanked LJH for arranging.

Day-Glo flags on grass. EC advised they can be removed now.

New Action Item 21: LJH to arrange

Lift No 1 Bunting Blankets. EC advised they can be taken down now.

New Action Item 27: LJH to arrange

Electrical Substation box on Donaldson St (corner with Raiders Grounds). Has been vandalised with graffiti.

New Action Item 24A: LJH to report to EVO for cleaning

New Action Item 24B: H Anderson will enquire for Govt grants for placing a mural on it.

Basement Clean. The basement needs a clean (dusty, gritty) and needs to be placed on a six-monthly cleaning cycle.

New Action Item 20A: LJH to obtain a quote to clean basement (but not using high pressure cleaners - dry methods are quicker and cheaper).

New Action Item 20B: EC to include on a six-month cleaning cycle within maintenance budget.

Table for foyer. Small, for parcels - P Moss & J Hurditch to action outside of the EC.

Concrete around Townhouses in central common area. Is mouldy, needs a clean.

New Action Item 34: LJH to arrange a clean

Bin Room Recycling Request. Can and bottle collection in bin room is approved by EC as long as non-obstructive.

Disabled Visitor Parking Use. A disabled visitor parking spot near the townhouses has been noted as being used by a possible abandoned vehicle.

New Action Item 28: LJH to commence abandoned vehicle process

Bitumen-like footpath outside Donaldson St Entrance. EC discussed poor quality workmanship of bitumen-like footpath repair work outside Donaldson St. This was at least the second repair in the same area, and was not as neat and tidy as the last repair. 'Bitumen' particles used were a hotchpotch of different colours and quality (not appealing and not of the same finish as the rest of the complex), with overspray from its laying visible on the footpaths around it and on the concrete seating areas around it.

New Action Item 29: LJH to investigate and report to EC

Building Insurance renewal. Insurance is due.

New Action Item 31: LJH to obtain a renewal fee for various insurance excess amounts, and the past claim history (\$1,000, \$2,500, \$10,000) for the Executive Committee to review and consider.

Request for garden Taps. #115 seeking to have a 2 garden taps installed on the balconies of their terrace. This will involve the installation of a small pipe on the exterior of the terrace. This pipe will match the colour of the cladding, and be installed by a professional plumber. There are already a number of exiting pipes nearby for the air conditioning unit.

New Action Item 35: LJH to request further information, such as a plan showing locations.

Ivy Plants. Potentially inappropriate plants near #109-116

Action: EC to include as part of gardening quote, Action Item 19.

Welcome Letter. I Mansfield discussed drafting a welcome letter from EC to The Grounds Residents. The EC agreed.

New Action Item 32: I Mansfield to draft letter for EC consideration

QIA.

New Action Item 36: LJH to request QIA to reviewing the SFF plan.

Next Meeting: Late November (Week starting 22 November) for Peak Report and preparation of budget for AGM.

Close: 7:18pm

House Energy Rating — NON-ACCREDITED*

Rating document number: **0003033461-01**

Certificate Date: **15 Jul 2019**

Star rating: **6.2**

BERS Pro v4.3.0.0 (3.13) cannot be used to model 'roof windows'. Roof windows are 'openable or fixed windows in a roof' and do not have a shaft, as distinct from skylights which incorporate a built-in shaft and are not ventilated. BERS Pro v4.3 can only model skylights. If a roof window is present on the floor plan then this certificate is not valid.

Completed by

Name: **Jim Madaffari**
Organisation: **Ozta Architects**
Email: **jim@ozta.com.au**
Phone: **62573488**
Declaration of interest: **The Assessor has been engaged in the project design or development**
Software used: **BERS Pro v4.3.0.2d (3.13)**

Overview

Dwelling details

Street: **Unit 3, -0 The Grounds**
Suburb: **Braddon** Postcode: **2612**
State: **ACT** NCC Class: **1A**
Type: **New Dwelling** NatHERS climate zone: **24**
Lot/DP number: **-Block 5 section 30** Exposure: **Suburban**

Key construction and insulation materials

(see following pages for details)

Construction: **Fibro Cavity Panel on Battens**
Corrugated Iron
Concrete Slab on Ground
Insulation: **R2.5 wall insulation**
R5.0 ceiling insulation
R1.0 floor insulation
Glazing: **AL-026-13 A Al Boutique Fixed Lite Window DG 4/10Ar/4EA**

Ceiling penetrations

(see following pages for details)

Sealed: **0**
Unsealed: **0**
TOTAL:** **0**

**NOTE: This total is the maximum number of ceiling penetrations allowed to a ceiling (under a roof) for this certificate. If this number is exceeded in construction then this certificate IS NOT VALID and a new certificate is required. Loss of ceiling insulation for the penetrations listed has been taken into account with the rating.

Principle downlight type: **Unknown**

Net floor area (m²)

Conditioned: **110.0**
Unconditioned: **37.0**
Garage: **32.0**
TOTAL: **148.0**

Annual thermal performance loads (MJ/m²)

Heating: **110.3**
Cooling: **49.3**
TOTAL: **159.6**

Window selection – default windows only

Note on allowable window values: Only a 5% tolerance to the nominated SHGC window values shown on page 2 can be used with this rating.

Note: Only a +/- 5% SHGC tolerance is allowed with this rating

NB: This tolerance ONLY applies to SHGC, the U-value can always be lower but not higher than the values stated on page 2.

If any of windows selected are outside the 5% tolerance then this certificate is no longer valid and the dwelling will need to be rerated to confirm compliance.

Scan to access this rating document online and confirm this is valid.



Plan documents

Plan ref/date: **BA-2-8-18**
Prepared by: **Ozta**

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

House Energy Rating - NON-ACCREDITED*

Rating document number: 0003033461-01 Certificate Date: 15 Jul 2019 Star rating: 6.2

Building features

Window type and performance value

Window ID	Window type	U-value	SHGC
AL-026-13 A	AL-026-13 A Al Boutique Fixed Lite Window DG 4/10Ar/4EA	2.3	0.62
AL-032-03 A	AL-032-03 A Aluminium Boutique Sliding Door - DG 4Clr/10Ar/4ET	3.5	0.50
AL-024-13 A	AL-024-13 A Al Boutique Awning Window DG 4/10Ar/4EA	3.3	0.46

Window schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Orientation	Outdoor shade
Garage 1	AL-026-13 A	n/a	1200	2400	W	No Shading
Garage 1	AL-026-13 A	n/a	1200	900	W	No Shading
Day Time 2	AL-026-13 A	n/a	800	600	S	No Shading
Day Time 2	AL-026-13 A	n/a	2400	400	S	No Shading
Kitchen/Living	AL-032-03 A	n/a	2400	4800	N	No Shading
Kitchen/Living	AL-026-13 A	n/a	1200	600	S	No Shading
Kitchen/Living	AL-024-13 A	n/a	2400	800	S	No Shading
Kitchen/Living	AL-026-13 A	n/a	800	2400	W	No Shading
Kitchen/Living	AL-026-13 A	n/a	800	900	W	No Shading
Living 1	AL-026-13 A	n/a	1200	600	S	No Shading
Living 1	AL-024-13 A	n/a	2400	800	S	No Shading
Living 1	AL-026-13 A	n/a	800	2400	W	No Shading
Living 1	AL-026-13 A	n/a	800	900	W	No Shading
Living 1	AL-026-13 A	n/a	2400	1000	N	No Shading
Day Time 2	AL-032-03 A	n/a	2400	2100	W	No Shading
Day Time 2	AL-026-13 A	n/a	2400	2700	N	Vertical Louvres, Vertical Blades
Bedroom 2	AL-024-13 A	n/a	2400	1000	W	No Shading
Bedroom 2	AL-026-13 A	n/a	2400	2700	N	Vertical Louvres, Vertical Blades
Day Time 2	AL-026-13 A	n/a	2400	600	S	No Shading
Bedroom 3	AL-026-13 A	n/a	800	2400	W	No Shading
Bedroom 3	AL-026-13 A	n/a	800	900	W	No Shading
Bedroom 3	AL-032-03 A	n/a	2400	2100	N	No Shading
Unconditioned 3	AL-024-13 A	n/a	2400	800	S	No Shading

Roof window and skylight type and performance value

ID	Window type	U-value	SHGC
None Present			

Roof window and skylight schedule

Location	ID	Roof window/skylight no.	Area (m ²)	Orientation	Outdoor shade	Indoor shade/diffuser
None Present						

External wall type

ID	Wall type	Insulation	Wall wrap or foil
EW-1	Tilt up concrete, lined	No insulation	No

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

House Energy Rating - NON-ACCREDITED*

Rating document number: 0003033461-01 Certificate Date: 15 Jul 2019 Star rating: 6.2

Building features continued

EW-2	Cavity Brick	No insulation	No
EW-3	Brick Veneer	Foil, Anti-glare one side + Bulk Insulation R2.5	Yes
EW-4	Fibro Cavity Panel Direct Fix	Foil, Anti-glare one side + Bulk Insulation R2.5	Yes
EW-5	Fibro Cavity Panel on Battens	Foil, Anti-glare one side + Bulk Insulation R2.5	Yes
EW-6	Brick Veneer	Foil, Anti-glare one side + Bulk Insulation R2	Yes

External wall schedule

Location	ID	Width (mm)	Height (mm)	Orientation	Fixed Shade	Eaves (mm)
Garage 1	EW-1	3295	2550	W	No	0
Garage 1	EW-1	2532	2550	W	No	0
Garage 1	EW-2	5300	2550	N	No	0
Day Time 2	EW-3	1995	2550	S	No	0
Day Time 2	EW-3	1595	2550	S	No	0
Day Time 2	EW-3	1495	2550	W	No	0
Unconditioned 6	EW-3	2095	2550	S	No	0
Unconditioned 6	EW-3	400	2550	W	No	0
Kitchen/Living	EW-4	5500	2550	N	No	2475
Kitchen/Living	EW-4	5700	2550	S	No	150
Kitchen/Living	EW-4	5200	2550	W	No	200
Kitchen/Living	EW-4	1414	2550	W	No	428
Living 1	EW-5	5700	2550	S	No	100
Living 1	EW-5	5300	2550	W	No	200
Living 1	EW-6	1414	2550	W	No	456
Living 1	EW-5	2395	2550	N	No	150
Day Time 2	EW-5	2400	2550	W	No	300
Day Time 2	EW-5	3126	2550	N	No	152
Bedroom 2	EW-5	2395	2550	W	No	100
Bedroom 2	EW-5	3140	2550	N	No	255
Day Time 2	EW-5	4095	2550	S	No	100
Bedroom 3	EW-5	3195	2550	W	No	500
Bedroom 3	EW-5	1414	2550	W	No	428
Bedroom 3	EW-5	2400	2550	N	No	300
Unconditioned 3	EW-5	1595	2550	S	No	100
Unconditioned 3	EW-5	2095	2550	W	No	200

Internal wall type

Wall type	Area (m ²)	Insulation	Wall wrap or foil
IW-1 - Concrete Panel/Blocks fully core filled	20.0	No Insulation	No
IW-2 - Cavity wall, direct fix plasterboard, single gap	15.0	Bulk Insulation, No Air Gap R2.5	No
IW-3 - Cavity wall, direct fix plasterboard, single gap	82.0	No insulation	No
IW-4 - Shaft liner party wall with plaster	66.0	No Insulation both sides of Shaft liner	No

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

House Energy Rating - NON-ACCREDITED*

Rating document number: 0003033461-01 Certificate Date: 15 Jul 2019 Star rating: 6.2

Building features continued

Floors

Location	Construction	Area (m ²)	Sub floor ventilation	Added insulation	Covering
Garage 1	Waffle pod slab 175 mm 100mm	32.3	None	Waffle Pod 175mm	Bare
Day Time 2	Waffle pod slab 225 mm 100mm	7.9	None	Waffle Pod 225mm	Carpet 10mm
Unconditioned 6	Waffle pod slab 225 mm 100mm	1.7	None	Waffle Pod 225mm	Ceramic Tiles 8mm
Kitchen/Living /Garage 1	Timber Above Plasterboard 150mm	26.6		Bulk Insulation R5	Carpet 10mm
Kitchen/Living /Day Time 2	Concrete Above Plasterboard 150mm	8.3		Bulk Insulation R5	Carpet 10mm
Kitchen/Living /Unconditioned 6	Concrete Above Plasterboard 150mm	1.9		Bulk Insulation R5	Carpet 10mm
Kitchen/Living	Suspended Concrete Slab 150mm	0.7	Totally Open	Bulk Insulation in Contact with Floor R2	40/60 Carpet 10mm/Ceramic
Living 1/Kitchen/Living	Timber Above Plasterboard 100mm	24.9		No Insulation	Carpet 10mm
Living 1	Concrete Slab on Ground 100mm	0.6	None	Bulk Insulation in Contact with Floor R1	Carpet 10mm
Bedroom 1/Kitchen/Living	Timber Above Plasterboard 100mm	5.2		No Insulation	Ceramic Tiles 8mm
Day Time 2/Kitchen/Living	Timber Above Plasterboard 19mm	6.6		No Insulation	Carpet 10mm
Day Time 2	Suspended Timber Floor 19mm	7.9	Totally Open	Bulk Insulation in Contact with Floor R5	Carpet 10mm
Bedroom 2/Day Time 2	Timber Above Plasterboard 100mm	10.7		No Insulation	Carpet 10mm
Unconditioned 2/Bedroom 1	Timber Above Plasterboard 100mm	4.0		No Insulation	Ceramic Tiles 8mm
Unconditioned 2/Day Time 2	Timber Above Plasterboard 100mm	2.7		No Insulation	Ceramic Tiles 8mm
Day Time 2/Living 1	Timber Above Plasterboard 100mm	9.5		No Insulation	Carpet 10mm
Day Time 2/Bedroom 1	Timber Above Plasterboard 100mm	1.3		No Insulation	Carpet 10mm
Day Time 2/Day Time 2	Timber Above Plasterboard 100mm	0.7		No Insulation	Carpet 10mm
Bedroom 3/Living 1	Timber Above Plasterboard 100mm	12.1		No Insulation	Carpet 10mm
Unconditioned 3/Living 1	Timber Above Plasterboard 100mm	3.2		No Insulation	Ceramic Tiles 8mm

Ceiling type

Location	Construction	Added insulation	Roof space above
Garage 1	Plasterboard	Bulk Insulation R5	Yes
Garage 1	Timber Above Plasterboard	Bulk Insulation R5	No
Day Time 2	Concrete Above Plasterboard		No

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

House Energy Rating - NON-ACCREDITED*Rating document number: **0003033461-01** Certificate Date: **15 Jul 2019** Star rating: **6.2****Building features continued**

Unconditioned 6	Concrete Above Plasterboard	Bulk Insulation R5	
Kitchen/Living	Timber Above Plasterboard	Bulk Insulation R5	No
Living 1	Timber Above Plasterboard	No Insulation	No
Bedroom 1	Timber Above Plasterboard	No Insulation	No
Day Time 2	Timber Above Plasterboard	No Insulation	No
Bedroom 2	Plasterboard	Bulk Insulation R5	Yes
Unconditioned 2	Plasterboard	Bulk Insulation R5	Yes
Day Time 2	Plasterboard	Bulk Insulation R5	Yes
Bedroom 3	Plasterboard	Bulk Insulation R5	Yes
Unconditioned 3	Plasterboard	Bulk Insulation R5	Yes

Ceiling penetrations

Location	Number	Type	Diameter (mm)	Sealed/unsealed
None Present				

Ceiling fans

Location	Number	Diameter (mm)
None Present		

Roof type

Construction	Added insulation	Roof colour
Corrugated Iron	Bulk+Foil, Reflective Both Sides R1.3	Medium

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

House Energy Rating — NON-ACCREDITED*

Rating document number: 0003033461-01

Date of rating: 15 Jul 2019

Star rating: 6.2

Additional information

Explanatory notes

About this report

Residential energy ratings address the quality of the building fabric i.e. walls, windows, floors and roof/ceilings. Ratings do not cover the energy or water efficiency of appliances including heating and cooling, hot water, dishwashers, ovens, fridges, TVs etc. or solar panel or water tank requirements. The efficiency or specification of these items is generally covered by other regulations, standards or guidelines.

General information

A House Energy Rating is a comprehensive, dynamic computer modelling evaluation of the floorplans, elevations and specifications to predict an energy load of a home. Not all of us use our homes in the same way, so ratings are generated using standard assumptions. This means homes can be compared across the country.

The actual energy consumption of your home may vary significantly from the predicted energy load figures in this report depending on issues such as the size of your household and your personal preferences, e.g. in terms of heating or cooling.

While the figures are an indicative guide to energy use, they are a reliable guide for comparative purposes between different house designs and for demonstrating that the design meets the required regulatory compliance.

Homes that are energy efficient use less energy, are warmer in winter, cooler in summer, and cost less to run. The higher the star rating the more energy efficient.

This House Energy Rating report was prepared using an underlying engine developed by the Australian Commonwealth Scientific and Industrial Research Organisation (CSIRO).

All information relating to energy loads presented in this report is based on a range of standard assumptions in order to allow for comparisons with reports prepared for other homes and to demonstrate minimum regulatory compliance. The standard assumptions include figures for occupancy, indoor air temperature and are based on a unique climate file for your region.

Raters/Assessors

Non-accredited assessors may not have completed a recognised software training course, do not undertake quality assurance processes, do not have any on-going training requirements and are not supported or recognised under the NatHERS scheme.

If you have any questions or concerns about this report, please direct them to your rater in the first instance.

If your rater is unable to address your questions or concerns, please contact your state or territory building code authority.

Disclaimer

The energy values quoted are for comparison purposes only; they are not a prediction of actual energy use. This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached drawing set that bears a stamp with the same number as this document. Changes to any of these details could affect the rating.

For more information on energy efficient design and insulation visit www.yourhome.gov.au

* This rating has been completed by a non-accredited rater. For more details see the Australian Government Nationwide House Energy Rating Scheme (NatHERS) website www.nathers.gov.au.

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.

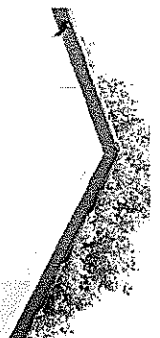
For further information or advice on managing asbestos or home renovations visit the asbestos website www.asbestos.act.gov.au or call 13 22 81.



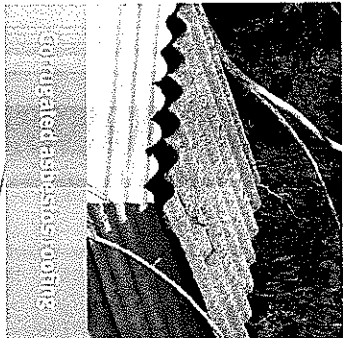
Asbestos Awareness.
Helping everyone breathe easier.

Common locations of materials containing asbestos in ACT homes

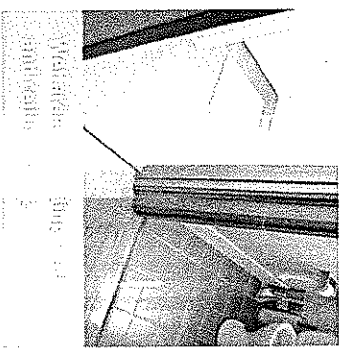
If your house was built before 1985, some of the materials it was built from probably contain asbestos.



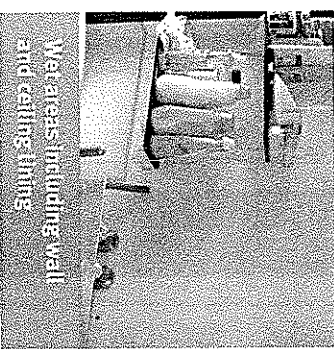
Garages, carports, sheds and dog kennels



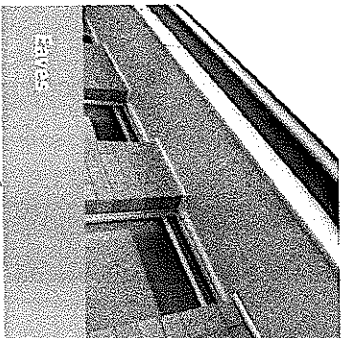
Corrugated asbestos roofing



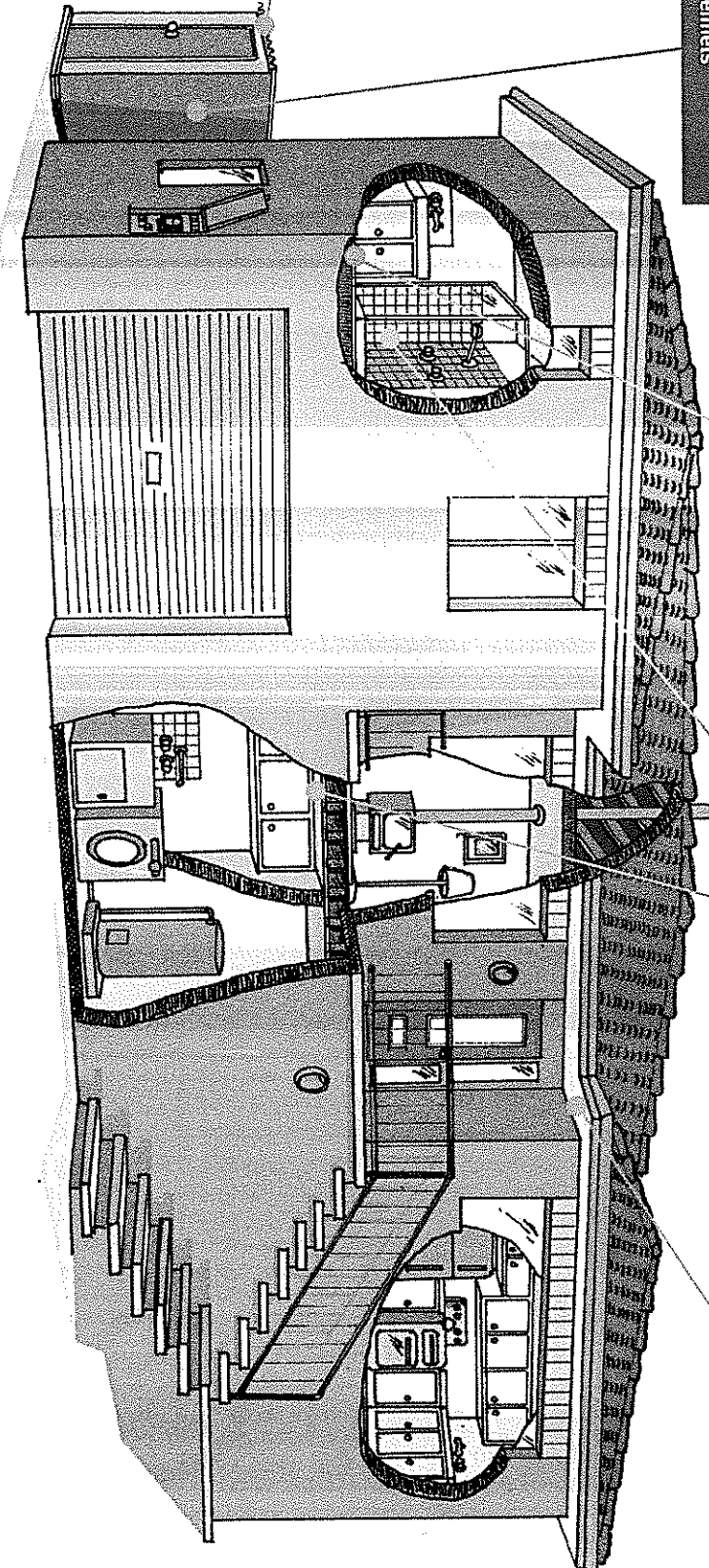
Water tanks, bathrooms, bedrooms



Wet areas including wall and ceiling lining



Eaves



Asbestos Awareness.
Helping everyone breathe easier.