

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		14	12312	11	51	Lyneham
		and known as 109/253 Northbourne Avenue, Lyneham ACT 2602				
Seller	Full name	Hania Mahmood				
	ACN/ABN					
	Address	10 Scribbly Street, The Ponds, NSW 2769				
Seller Solicitor	Firm	WMG Legal				
	Email	office@wmlegal.com.au				
	Phone	(02) 6253 9766	Ref CM:21404			
	DX/Address	PO Box 3, Gungahlin ACT 2912				
Stakeholder	Name	Hive Property (ACT) Pty Ltd Trust Account				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	tom@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Tom Wiggins			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil <input type="checkbox"/> section 370 <input type="checkbox"/> section 280 <input type="checkbox"/> section 306 <input type="checkbox"/> section 351				
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.				
Goods	Description	All Fixed Floor Coverings, Light Fittings and Window Treatments as Inspected.				
Date for Registration of Units Plan						
Date for Completion On or before 28 days from the Date of this Contract						
Electronic Transaction? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA						
Land Tax to be adjusted? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Residential Withholding Tax	New residential premises?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Clearance Certificates attached for all the Sellers?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	

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

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

Co-Ownership	Mark one (show shares)	<input type="checkbox"/> Joint tenants	<input type="checkbox"/> Tenants in common in the following shares:
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Read This Before Signing: Before signing this Contract you should ensure that you understand your rights and obligations. You should read the important notes on page 3. You should get advice from your solicitor.

Seller signature	Buyer signature
Seller witness name and signature	Buyer witness name and signature

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 certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — 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).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

- Units Plan concerning the Property
- Current certified extract from the land titles register showing all registered interests affecting the Common Property
- Unit Title Certificate
- Registered variations to rules of the Owners Corporation
- (If the Unit is an Adaptable Housing Dwelling) drawings and plans demonstrating compliance with Australian Standard AS 4299-1995 (Adaptable Housing) as in force from time to time
- (If the Owners Corporation is a party to a Building Management Statement) Building Management 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

Damages for delay in Completion – applicable interest rate and legal costs and disbursements amount (see clause 22)

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$ 550.00(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

The supplier will frequently be the Seller. However, sometimes further information will be required as to which entity is liable for GST (eg if the Seller 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;

Adaptable Housing Dwelling has the meaning in the Sale of Residential Property Act;

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;

Building Management Statement has the meaning in the Land Titles 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 and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 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 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;

Disclosure Statement has the meaning in the Property Act;

Disclosure Update Notice has the meaning in section 260(2) of the Property 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;

Excluded Change has the meaning in section 259A(4) of the 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;

Land Titles Act means the *Land Titles Act 1925* (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 Act 2023* (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;

Property Act means *Civil Law (Property) Act 2006* (ACT);

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

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; and
- 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.

1.8 Without limiting clause 13, the parties agree that for the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), this Contract may be signed and/or exchanged electronically.

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.
- 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 approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" 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, 4.3A or 4.3B 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 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 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 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, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 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. Electronic transaction

- 13.1 In this clause 13, the following words mean:

Adjustment Figures mean details of the adjustments to be made to the Price under this Contract;

Completion Time means the time of day on the Date for Completion when the Electronic Transaction is to be Completed;

Conveyancing Transaction has the meaning given in the Participation Rules;

Digitally Signed has the meaning given in the Participation Rules and **Digitally Sign** has a corresponding meaning;

Discharging Mortgagee means any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the Lease to be transferred to the Buyer;

ECNL means the *Electronic Conveyancing National Law (ACT) Act 2020* (ACT);

Effective Date means the date on which the Conveyancing Transaction is agreed to be an Electronic Transaction under clause 13.2.2 or, if clause 13.2.1 applies, the Date of this Contract;

Electronic Document means a caveat, a Crown lease or an instrument as defined in the Land Titles Act which may be created and Digitally Signed in an Electronic Workspace;

Electronic Transaction means a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the Participation Rules;

Electronic Transfer means a transfer of the Lease under the Land Titles Act to be prepared and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

Electronic Workspace has the meaning given in the Participation Rules;

Electronically Tradeable means a land title dealing that can be lodged electronically;

ELN has the meaning given in the Participation Rules;

FRCGW Remittance means a remittance which the Buyer must make in accordance with the Withholding Law and clauses 51.4 to 51.8;

GSTRW Payment means a payment which the Buyer must make in accordance with the Withholding Law and clauses 53.5 to 53.9;

Incoming Mortgagee means any mortgagee who is to provide finance to the Buyer on the security of the Lease and to enable the Buyer to pay the whole or part of the price;

Land Registry has the meaning given in the Participation Rules;

Lodgment Case has the meaning given in the Participation Rules;

Mortgagee Details mean the details which a party to the Electronic Transaction must provide about any Discharging Mortgagee of the Land as at Completion;

Nominated ELN means the ELN specified in the Schedule;

Participation Rules mean the participation rules as determined by the ECNL;

Populate means to complete data fields in the Electronic Workspace;

Prescribed Requirement has the meaning given in the Participation Rules;

Subscribers has the meaning given in the Participation Rules; and

Title Data means the details of the title to the Lease made available to the Electronic Workspace by the Land Registry.

- 13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:
- 13.2.1 this Contract says that it is an Electronic Transaction; or
- 13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.
- 13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or
- 13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.
- 13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:
- 13.4.1 each party must:
- (a) bear equally any disbursements or fees; and
- (b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and
- 13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.
- 13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:
- 13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;
- 13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;
- 13.5.3 the parties must conduct the Electronic Transaction:
- (a) in accordance with the Participation Rules and the ECNL; and
- (b) using the Nominated ELN, unless the parties otherwise agree;
- 13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

- Land Registry as a result of this transaction being an Electronic Transaction; and
- 13.5.5 a document which is an Electronic Document is served as soon as it is first Digitally Signed in the Electronic Workspace on behalf of the party required to serve it.
- 13.6 The Seller must within 7 days of the Effective Date:
- 13.6.1 create an Electronic Workspace;
- 13.6.2 Populate the Electronic Workspace with Title Data, the Date for Completion and, if applicable, Mortgagee Details; and
- 13.6.3 invite the Buyer and any Discharging Mortgagee to the Electronic Workspace.
- 13.7 If the Seller has not created an Electronic Workspace in accordance with clause 13.6, the Buyer may create an Electronic Workspace. If the Buyer creates the Electronic Workspace the Buyer must:
- 13.7.1 Populate the Electronic Workspace with Title Data;
- 13.7.2 create and Populate the Electronic Transfer;
- 13.7.3 Populate the Electronic Workspace with the Date for Completion and a nominated Completion Time; and
- 13.7.4 invite the Seller and any Incoming Mortgagee to join the Electronic Workspace.
- 13.8 Within 7 days of receiving an invitation from the Seller to join the Electronic Workspace, the Buyer must:
- 13.8.1 join the Electronic Workspace;
- 13.8.2 create and Populate the Electronic Transfer;
- 13.8.3 invite any Incoming Mortgagee to join the Electronic Workspace; and
- 13.8.4 Populate the Electronic Workspace with a nominated Completion Time.
- 13.9 If the Buyer has created the Electronic Workspace the Seller must within 7 days of being invited to the Electronic Workspace:
- 13.9.1 join the Electronic Workspace;
- 13.9.2 Populate the Electronic Workspace with Mortgagee Details, if applicable; and
- 13.9.3 invite any Discharging Mortgagee to join the Electronic Workspace.
- 13.10 To complete the financial settlement schedule in the Electronic Workspace:
- 13.10.1 the Seller must provide the Buyer with Adjustment Figures at least 2 Business Days before the Date for Completion;
- 13.10.2 the Buyer must confirm the Adjustment Figures at least 1 Business Day before the Date for Completion; and
- 13.10.3 if the Buyer must make a GSTRW Payment and / or an FRCGW Remittance, the Buyer must Populate the Electronic Workspace with the payment details for the GSTRW Payment or FRCGW Remittance payable to the ATO at least 2 Business Days before the Date for Completion.
- 13.11 Before Completion, the parties must ensure that:
- 13.11.1 all Electronic Documents which a party must Digitally Sign to complete the Electronic Transaction are Populated and Digitally Signed;
- 13.11.2 all certifications required by the ECNL are properly given; and
- 13.11.3 they do everything else in the Electronic Workspace which that party must do to enable the Electronic Transaction to proceed to Completion.
- 13.12 If Completion takes place in the Electronic Workspace:
- 13.12.1 payment electronically on Completion of the Balance of the Price in accordance with clause 2.6 is taken to be payment by a single unendorsed bank cheque; and
- 13.12.2 clauses 51.4.3, 51.4.4, 53.8 and 53.9 do not apply.
- 13.13 If the computer systems of any of the Land Registry, the ELN, the ATO or the Reserve Bank of Australia are inoperative for any reason at the Completion Time agreed by the parties, a failure to complete this Contract for that reason is not a default under this Contract on the part of either party.
- 13.14 If the computer systems of the Land Registry are inoperative for any reason at the Completion Time agreed by the parties, and the parties agree that financial settlement is to occur despite this, then on financial settlement occurring:
- 13.14.1 all Electronic Documents Digitally Signed by the Seller, any discharge of mortgage, withdrawal of caveat or other Electronic Document forming part of the Lodgment Case for the Electronic Transaction shall be taken to have been unconditionally and irrevocably delivered to the Buyer or

the Buyer's mortgagee at the time of financial settlement; and

13.14.2 the Seller shall be taken to have no legal or equitable interest in the Property.

13.15 If the parties do not agree about the delivery before Completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things:

13.15.1 holds them on Completion in escrow for the benefit of the other party; and

13.15.2 must immediately after Completion deliver the documents or things to, or as directed by the party entitled to them.

14. Off the plan purchase and Compliance Certificate

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:

14.1.1 where the Seller is obliged to construct Improvements by Completion, 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; and

14.1.2 on or before Completion, the Seller must at the Seller's expense give to the Buyer evidence that a Compliance Certificate has been obtained.

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.
- 18.3.2 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.

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

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

* Alter as necessary

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.

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 this Contract says on page 2, 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 this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 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; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
- (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
 - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
- 24.5.1 the Seller warrants that it can use the margin scheme; and
 - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
- in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.
- 25. Power of attorney**
- 25.1 Any party who signs this Contract or any document in connection with it under a power of attorney must, on request and without cost, provide the other party with a true copy of the registered power of attorney.
- 26. Notices claims and authorities**
- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
- 26.2.1 leave it at; or
 - 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver 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 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 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 of the Unit Titles Management Act.

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 of the Unit Titles Management Act; 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 significantly 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. Unit Title Certificate

36.1 On Completion the Buyer must pay to the Seller the fee as determined by the Minister pursuant to section 119(7) of the Units Title Management Act for the Unit Title Certificate attached.

37. Unregistered Units Plan

Warning: The following clauses 37, 38 and 39 do not encompass all obligations, rights and remedies under Part 2.9 of the Property Act for off the plan contracts.

- 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 Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 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.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 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, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) 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
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

38.2.2 under clause 38.1.2 – at any time before the Buyer is required to complete this Contract.

38.3 If the Buyer rescinds 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, 33.3 or 37.10 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.

39.4 The Buyer may not claim compensation under this clause 39 only because of the breach of a warranty related to an amendment to the Development Statement that is an Excluded Change.

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).
- 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.

* Alter as necessary

- 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.

Unit 14 UP No. 12312
Block 11 Section 51 Lyneham
109/253 Northbourne Avenue, Lyneham
ACT 2602

SPECIAL CONDITIONS

1. REQUIRED DOCUMENTS

- 1.1 The Buyer acknowledges it has had the opportunity to make its own enquiries and obtain its own advice regarding the matters contained in the Required Documents.
- 1.2 The Buyer certifies it has received the Required Documents.
- 1.3 The Buyer agrees not to:
 - (a) Raise any objection or requisition;
 - (b) Make any claim for compensation or damages;
 - (c) Delay completion; or
 - (d) Rescind or terminate this Contract.

As a result of anything disclosed in the Required Documents except in accordance with the Buyer's rights under the Sale of Residential Property Act.

In this clause the term "Required Documents" means the documents attached to this Contract as set out on page 2 of this Contract.

- 1.4 The Buyer acknowledges that the Buyer has inspected the improvements and is purchasing them in their present state of repair and condition and other than as prescribed in the *Civil Law (Sale of Residential Property) Act 2003*.
- 1.5 The Buyer may make no objection, requisition or claim for compensation in respect of the state of repair or condition of the improvements. In particular, the Buyer acknowledges that the provision of remote controls to any appliance or garage door motor does not constitute a representation as to the working condition or otherwise of those appliances/motors or those remote controls.

2. INCONSISTENCIES

If there is any inconsistency between these Special Conditions and the Printed Terms numbered 1 to 53 (or as otherwise amended), the provisions of these Special Conditions shall prevail.

3. KEYS

The Seller will supply all keys in the Seller's possession or control in respect of the Property to the Buyer on Completion. The Buyer will make no objection, requisition or claim for compensation whatsoever in relation to any keys in respect of the Property.

4. DEATH OR INCAPACITY

Should either party die, become insolvent or otherwise lose their capacity then either party may by written notice to the other party rescind this Contract, provided the party giving the notice is not in default, and the provisions of Clause 21 of the Printed Terms will apply.

5. AMENDMENT TO THE PRINTED TERMS

The ACT Law Society blue pages (pages 3-21) "The Printed Terms" are amended as follows:

- a) Clause 26.2.4 is deleted and replaced with the following clause:

"26.2.4 by sending via email to the Buyer or the Buyer Solicitor (a notice is taken to have been received at the time the email was sent); or"
- b) The words "...the date 7 days after ..." is deleted from Clause 22.1.2

6. DEPOSIT BOND

- 6.1 In this Contract, the word 'Bond' means the Deposit Protect Bond issued to the Seller at the request of the Buyer, a copy of which is annexed hereto.
- 6.2 Subject to Special Condition 6.3 below, the delivery of the Bond upon or before the making of this Contract, to the Stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.
- 6.3 If the Seller serves on the Buyer a notice in writing claiming to forfeit the Deposit then, to the extent that the amount has not already been paid by the issue of the Bond under the Bond, the Buyer must immediately pay the Deposit (or so much of it as has not been paid) to the Stakeholder.
- 6.4 The Seller acknowledges that payment by the issuer of the Bond under the Bond shall, to the extent of the amount paid, be in satisfaction of the Buyer's obligation to pay part of the Deposit under Clause 6.3 above.
- 6.5 If the Contract is not completed before the expiration of the term of the Bond, the Buyer must produce to the Seller, no later than seven (7) days before the expiration date, a new Bond, in replacement of the Bond. The obligation of the Buyer to produce the replacement Bond and the time for production of the replacement Bond shall be of the essence of this Contract and, if the Buyer fails to do so, the Seller may terminate this Contract and Clause 2.1 of the Printed Terms shall apply as if the Buyer had failed to pay the Deposit.
- 6.6 If the issuer of the Bond is placed under external administration of any nature before the Completion Date, the Buyer must, within twenty-four (24) hours, secure the Deposit referred to in the Schedule to the Seller by either:
- (a) Providing a replacement Bond by another Bond provider reasonably acceptable to the Seller; or
 - (b) Payment of the Deposit in accordance with Clause 2.1.
- 6.7 This Special Condition is for the benefit of the Seller and the performance of the obligations by the Buyer are an essential condition of this Contract.

7. BUYER'S WARRANTY & INDEMNITY

- 7.1 The Buyer warrants that is has not been introduced directly or indirectly to either the Seller or the Property by any person other than the Seller's Agent and indemnifies the Seller against any claim or demand for commission arising from a breach of this warranty.
- 7.2 This Special Condition shall survive Completion, Termination or Rescission of this Contract.

8. ELECTRONIC TRANSACTION

- 8.1 If the Parties agree that this Contract is to be an electronic transaction, then the following will apply;

- (a) Each Party consents to:
 - (i) The electronic signing of this Contract; and
 - (ii) The electronic exchange of this Contract.

- (b) The Parties warrant that:
 - (i) The electronically signed and exchanged Contract; and
 - (ii) If reasonably required by any party, a printout of the Contract which has been electronically signed and exchanged;

Is sufficient evidence of:

- (iii) The Parties' intention to enter into and be bound by the Contract;
- (iv) The Parties' consent to conducting this Contract electronically; and
- (v) The Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.

- (c) The Parties acknowledge and agree that:
 - (i) This special condition does not diminish the obligations of the Parties to:
 - i. Provide the transfer and other documents or instruments on paper signed and duly attested in accordance with the Land Titles Act 1925 (ACT);
 - ii. Sign and duly attest, in accordance with Civil Law (Property) Act 2006 (ACT);
 - (ii) Documents, pursuant to a power of attorney; and
 - (iii) Deeds generally; and

The Parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.

9. DIRECTOR'S GUARANTEE

If the Buyer is a corporation, all officeholders of that corporation must guarantee that corporation's performance of its obligations under this Contract in the form attached as Annexure B.

10. CAVEAT

The Buyer may not (for any reason) lodge a caveat for registration in respect of the Property on or prior to Completion.

Annexure B

Director's Guarantee

I/we, (name of Director/s)

of (address).....

.....agree as follows:

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

Dated this _____ day of _____ 201 _____

Signed by

in the presence of:

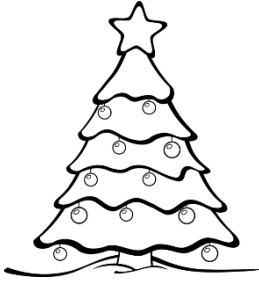
Signature of witness

Signature

Full name of witness

Capacity

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



SPECIAL CONDITION
CHRISTMAS SHUTDOWN CLAUSE

11. In the event that the date for Completion falls within the period commencing midday Friday, 19th December 2025 and ending Wednesday, 7th January 2026 ("The Holiday Period") the date for Completion is hereby extended to Thursday, 8th January 2026 ("The Resumption Date").
12. In the event that a party is served with a notice during The Holiday Period, service of the notice is deemed effected on the Resumption Date.
13. If, prior to the commencement of The Holiday Period, A party serves the other part with a Notice to Complete which appoints a date by which to complete this Contract within the holiday period, that date is hereby extended to the Resumption Date.
14. In the event that the damages are payable by either party pursuant to clause 22, No damages will be payable by either party for any day in The Holiday Period.

16. SHUTDOWN PERIOD – ACT

16.1 Definitions

Unless the context indicates otherwise, each word or phrase defined in this clause 16 has the meaning given to it in this clause.

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

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

WHO means the World Health Organisation.

16.2 Shutdown Period

In this clause 16 **Shutdown Period** means any day:

(a) When any of the following is closed:

- (i) The ACT Law Society
- (ii) The bank or financial institution of the Seller from whom the Seller must obtain a discharge of mortgage in order to complete this Contract;
- (iii) The bank or financial institution of the Buyer from whom the Buyer is obtaining funding in order to complete this Contract;
- (iv) The place of business of the Seller's Solicitor;
- (v) The place of business of the Buyer's solicitor;
- (vi) The ACT Land Titles Office; or
- (vii) The ACT Revenue Office,

In accordance with any direction by a Government Department or Authority or company policy; or

(b) When the Buyer or the Seller is not able to attend any of the places of business listed in clause 16.2(a) due to being Isolated, in response to a Pandemic or other national health emergency, and where that closure or Isolation event would reasonably cause either party to be unable to complete this Contract during the period of the closure or Isolation.

16.3 Notice of Closure

(a) Either party to this Contract may invoke clause 16 by notice to the other party that gives sufficient details of the event (including supporting information of any closure or Isolation) giving rise to the Shutdown Period.

(b) Either party may notify the other party of the end of the Shutdown Period.

(c) Each party must act promptly and in good faith to advise the other party if it becomes aware of the start or end of a Shutdown Period.

16.4 Completion extended

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

16.5 Extension of the Notice to Complete

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

16.6 Extension of other notice

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

16.7 Payment of damages

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

Volume 3001 Folio 251 Edition 6

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Lyneham Section 51 Block 11 on Deposited Plan 12160 with 176 units on Unit Plan 12312

Unit 14 (Class A) entitlement 54 of 10000, 4 subsidiaries

Lease commenced on 04/08/2020, terminating on 01/07/2119

Proprietor

HANIA MAHMOOD

109/253 NORTHBOURNE AVE, LYNEHAM ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

S.298 Planning and Development Act 2007: Compliance/Completion Cert Issued

Registered Date	Dealing Number	Description
03/05/2021	3071856	Mortgage to National Australia Bank Limited (ACN: 004 044 937)

End of interests

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Lynham Section 51 Block 11 on Deposited Plan 12160 with 176 units on Unit Plan 12312

Lease commenced on 04/08/2020, terminating on 01/07/2119

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 12,312

Signature Strata, 4/21 Napier Close Deakin ACT 2600

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

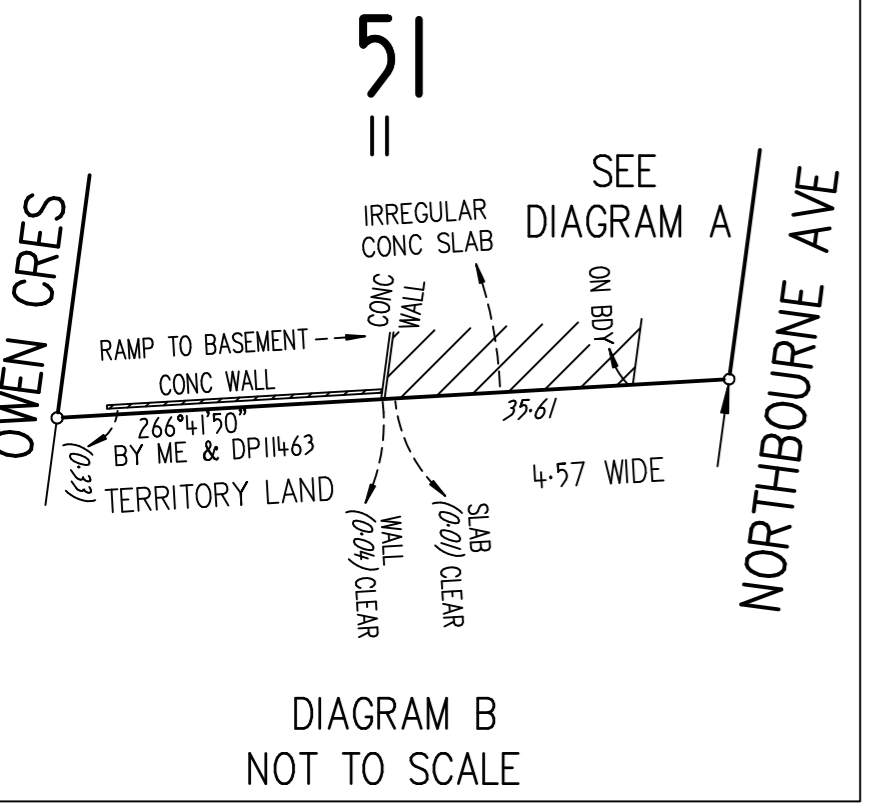
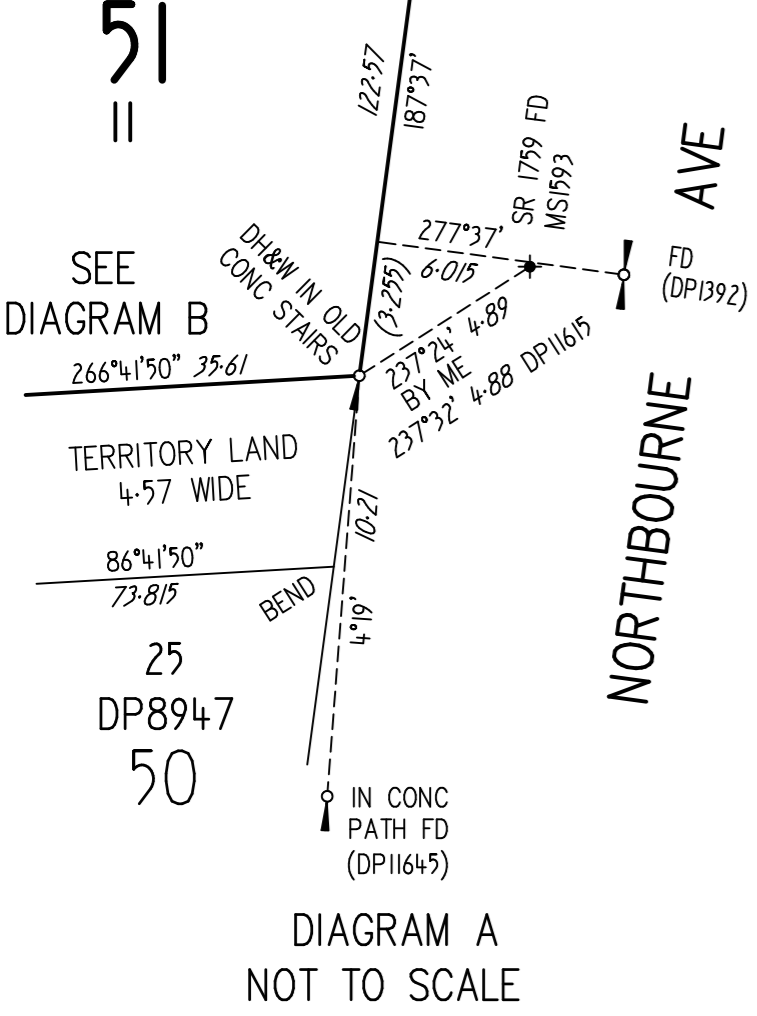
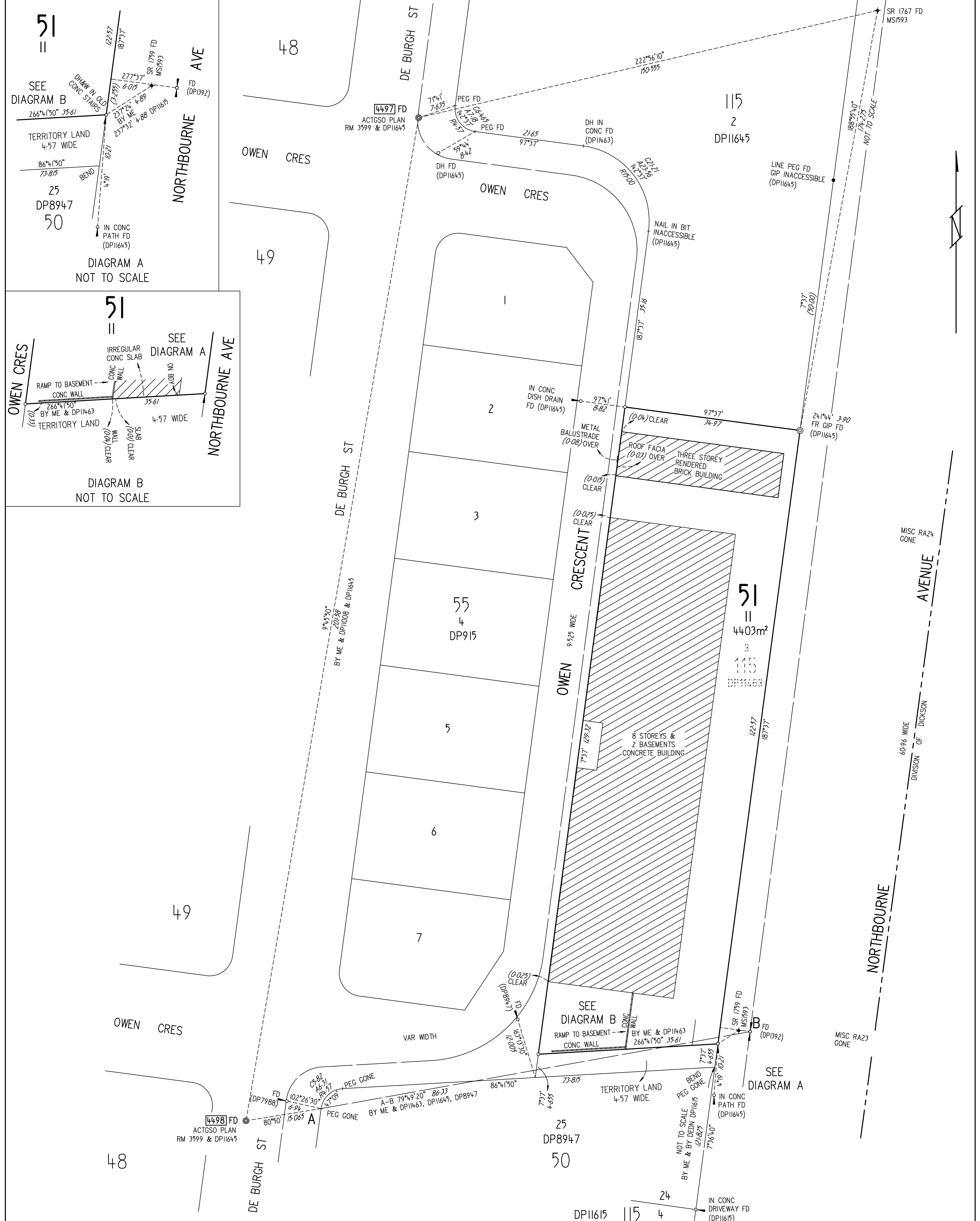
Purpose Clause: Refer Units Plan

Alteration of Units Plan Refer ALUP 3026971

S. 20 Unit Titles Act 2001 - Subject to a Staged Development Approval: Released By 3026971

Registered Date	Dealing Number	Description
22/12/2022	3214114	Application to Note Special Resolution
29/11/2024	3350141	Application to Note Special Resolution

End of interests



- REFERENCE MARKS**
- ⊙ Denotes GIP in road +.83 radiably from TP
 - ⊙ CB " " +.83 " " TP
 - ⊙ PLAQUE IN KERB
 - ⊙ DEEP DRIVEN ROD
 - ⊙ DH&W IN KERB
 - (Except as otherwise shown)

NOTE: Azimuth: A-B (Strom)
 All Easements are 2.5 metres wide
 (Except as otherwise shown) Field Books:

SURVEYORS REFERENCE: I3050_DP01_C

I, STEVEN BELJANSKI
 of CLARKE & DI PAULI Pty Ltd QUEANBEYAN
 a surveyor registered under the Surveyors Act 2007 hereby certify that the
 survey represented on this plan is accurate and has been made in accordance
 with the Surveyors Practice Directions and was completed on 29/01/2020

(Signature) 20/04/2020
 Surveyor, registered under the Surveyors Act 2007.

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

21 April 2020
 Surveyor-General of the ACT

**PLAN OF
 BLOCK II SECTION 51
 BEING A RESURVEY OF
 BLOCK 3 SECTION 115**

**DIVISION: LYNEHAM
 DISTRICT: CANBERRA CENTRAL**

AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 400

Deposited in the office of the Registrar of Titles at Canberra
 In the Australian Capital Territory at
 11:21 am, 10/07/2020

Approved

David Pryce
 Registrar-General

DEPOSITED PLAN

12160

AMENDS DP11463



Access Canberra

Chief

LAND TITLES
ACTERRA
Directorate
PLAN

ALUP\$3026971 24/09/2020 12:41:28

3026971

Land Titles Act 1925

Form 055 - ALUP

LODGING PARTY DETAILS			
Name	Email Address	Customer Reference Number	Contact Telephone Number
AARON ACKLAND	AARONACKLAND@JURAND.COM.AU		0406507645

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001:237	LYNEHAM	51	11	

UNITS PLAN NUMBER	DATE
12312	24.09.2020

FULL NAME OF APPLICANT (Surname Last)	FULL POSTAL ADDRESS (including Post Code)
ALUMUNA PROPERTY PTY LTD	11, 111, 45 AINSLIE AVENUE BRADSON

TYPE OF VARIATION (Please tick relevant box and supply more detail – provide all unit numbers affected)

Staged Development (please complete box below)

Building Damage Order

Minor Boundary Change

Alteration to Schedule of Unit Entitlement

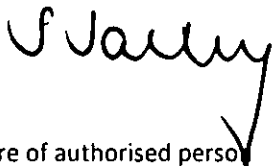

Other

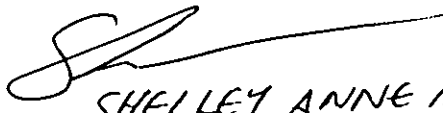
STAGED DEVELOPMENT (Please complete if application relates to a Staged Development)			
TOTAL NUMBER OF STAGES	STAGE NUMBER FOR THIS APPLICATION	UNIT NUMBERS COMPLETED IN THIS STAGE	LIST PAGE NUMBERS IN PLAN THAT HAVE BEEN AMENDED/REPLACED
2	2	161 – 172	1A, 10, 11, 12, 13

SUPPORTING DOCUMENTATION (Please tick relevant box – supply all evidence required)

- ACT Civil and Administrative Tribunal (ACAT) Order Number -
- Authority executed by the Authorised officer on behalf of the Minister / ACT Planning and Land Authority
- Amended Development Statement
- Gazettal Notice
- Amended Units Plan pages
- Amended Surveyors Declaration - Insertion of sheet 1A
- Application made within three (3) months of the date the Authority (ACTPLA) has executed replacement sheets

COURT ORDER PERIOD (complete if applicable)	APPLICATION PERIOD (complete if applicable)
Application must be made within three months of the date of the court order. Date of Court Order: -	Application must be made within three months of the unopposed resolution by the Owners Corporation endorsing an application to the Minister. Date of Unopposed Resolution: -

ACTPLA'S EXECUTION	
Signed by the person duly authorised by ACT Planning and Land Authority (Please print full name of authorised signatory). Lyn Tankey  Signature of authorised person	Print full name and address of witness Kanapathipillai Balendran  Signature of witness 450 Northbourne Avenue DICKSON ACT 2602.

CERTIFICATION *Delete the inapplicable
<p>Applicant</p> <p>*The Certifier has taken reasonable steps to verify the identity of the Applicant or his, her or its administrator or attorney. *The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document. *The Certifier has retained the evidence to support this Registry Instrument or Document. *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.</p> <p>Signed By:  SHELLEY ANNE MULHERIN <Name of certifying party> SOLICITOR <Capacity of certifying party></p> <p>for: <Company name> ALUMUNA PROPERTY PTY LTD</p> <p>on behalf of the Applicant</p>

OFFICE USE ONLY			
Lodged by		Registered date / by	<i>[Signature]</i> - 8 OCT 2020
Data entered by		Attachments/Annexures	<i>[Signature]</i>



ACT
Government

Justice and Community Safety

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

CONSENT TO REGISTER

Form 042 - C
Softdocs- 89

Land Titles Act 1925

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

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	Unit
3001:237	Lyneham	51	11	

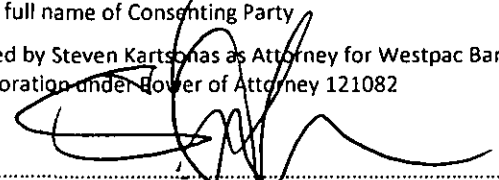

FULL NAME OF CONSENTING PARTY
(Surname Last) (ACN require for all companies)

Westpac Banking Corporation ACN 007 457 141, having its office in New South Wales at 1 King St Concord West 2138 (the "Lender")

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

UP

EXECUTION

<p>Print full name of Consenting Party</p> <p>Signed by Steven Kartsonas as Attorney for Westpac Banking Corporation under Power of Attorney 121082</p>  <p>Signature (Tier Three Attorney)</p> <p>By executing this agreement, the attorney states that the attorney has received no notice of the revocation of the Power of Attorney</p> <p>Dated: 24 September 2020</p>	<p>Print full name and address of witness</p> <p>I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or to whose identity I am otherwise satisfied, signed this instrument in my presence</p>  <p>CLAUDINA VRANKEN, OF LEVEL 5 68 NORTH BOURNE AVE, CANBERRA CITY</p> <p>Signature of witness</p> <p>Dated: 24 September 2020</p>
--	---

OFFICE USE ONLY			
Lodged by		Registered by	
Data entered by		Registration Date	



SR\$3214114

14/12/2022 11:51:44 Fern M

TITLES
BERRA
torate

Chief

3214114

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**

SR


Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
Signature Strata	info@signaturestrata.com.au	6185 0347

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3001:237	LYNEHAM	51	11	12312

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


Register consolidated rules

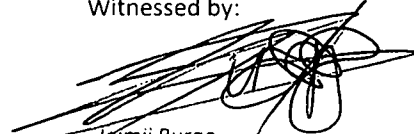
SUPPORTING DOCUMENTATION (Please tick appropriate item – Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input type="checkbox"/> Sealed copy of Minutes of Meeting <input type="checkbox"/> Sealed copy of Resolution/Motion <input checked="" type="checkbox"/>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

CERTIFICATION *Delete the inapplicable

Applicant

*The Certifier has retained the evidence to support this Registry Instrument or Document.
 *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: 
 Belinda Gai Denzel
 Senior Administrator

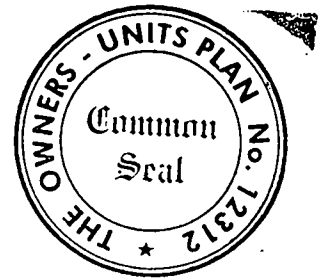
Witnessed by: 
 Jaimii Burge
 Strata Manager

for: Signature Strata
 on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	jm	Registration Date	22/12/2022

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 12312 'EMBARK APARTMENTS & OWENS FLATS'**

DATE HELD:	Tuesday 15 November 2022 at 5:30 PM	
VENUE:	JWLand Display Office, 253 Northbourne Ave, Lyneham, ACT, 2602	
PRESENT:	Lot 42 Door 217	I Capomolla
	Lot 46/Door 301	S McClelland
	Lot 64/Door 319	A Jones
	Lot 68/Door 323	A Pound
	Lot 88/Door 420	J Walsh
	Lot 102/Door 511	C Liu
	Lot 146/Door 709	J Kostka & S Inceoglu
	Lot 153/Door 716	D Gbel
	Lot 155/Door 718	J Huang
	Lot 168/104OF	C Walker
PROXIES:	Lot 87/Door 419	T Capon proxy appointing J Kostka (Lot 146/Door 709)
	Lot 107/Door 516	M & R Amaro proxy appointing D Gbel (Lot 153/Door 716)
	Lot 173, 174, 175, 176/G06, G07, G08, G09	Alumuna Property Pty Ltd proxy appointing D Gbel (Lot 153/Door 716)
ABSENTEE VOTES:	Lot 9/Door 104	N Winn & F Walsh
	Lot 15/Door 110	K Pham
	Lot 24/Door 119	L Williamson
	Lot 34/Door 209	P & C Corazza
	Lot 39/Door 214	I Nowroozi & A Seckerson
	Lot 41/Door 216	A Dellios
	Lot 43/Door 218	A Anivversario
	Lot 50/Door 305	N Movva
	Lot 56/Door 311	H Li & H Po
	Lot 62/Door 317	C & S Vohra
	Lot 63/Door 318	T Keks
	Lot 70/Door 402	M Lavy
	Lot 72/Door 404	M Richters
	Lot 75/Door 407	Y Shen & Z Chen
	Lot 84/Door 416	Y Zhu
	Lot 92/Door 501	H Duong
	Lot 96/Door 505	A Croft
	Lot 98/Door 507	A Chand
	Lot 108/Door 517	N Tran
	Lot 112/Door 521	J Syme
	Lot 113/Door 522	J Lung & R Yan
	Lot 129/Door 615	M Nizamani
	Lot 140/Door 703	H Brown
	Lot 145/Door 708	R Varma
	Lot 148/Door 711	M Pfohl
	Lot 159/Door 722	C & G Walters



- Lot 163 & 171/ K Bagust
 G03OF & 203OF
 Lot 172/204OF M Yazarlou
- APOLOGIES:** Lot 87/Door 419 T Capon
 Lot 96/Door 505 A Croft
 Lot 159/Door 722 C & G Walters
- CHAIR:** Lot 168/104OF C Walker

QUORUM: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
 Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MEETING FORMALITIES

1: That Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

2: **MOTION 1:** *It was resolved that the minutes of the previous general meeting held on 16th of August 2022 are accepted.*

Motion CARRIED

**Matters arising from those minutes – Nil.*

Vote Count - Yes - 41, No - 0, Abstain - 4

INSURANCE

3: The Owners Corporation holds insurance cover with CHU as follows:

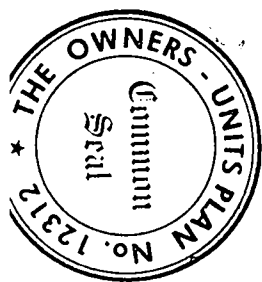
Policy Number	Current To	Risk Type	Coverage Amount
HU0006050620	30 Jul 2023	BUILDING	\$49,500,000.00
		COMMON AREA CONTENTS	\$495,000.00
		LOSS OF RENT	\$7,425,000.00
		PUBLIC LIABILITY	\$30,000,000.00
		FIDELITY GURANTEE	\$250,000.00
		OFFICE BEARERS	\$1,000,000.00
TOTAL PREMIUM: \$43,735.80			
Last Insurance valuation report: 23 NOV 2020			

NOTE – Signature Strata recommends that Unit Owners seek their own contents and liability insurance for their unit, as the insurance cover held by the Owners Corporation only covers the building structure (including permanent fixtures) and public liability claims that occur on common property. It does not include contents (i.e. carpet, furnishings and personal effects) within each individual unit, or public liability coverage on private property.

MOTION 2: *It was resolved that the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

Motion CARRIED

Vote Count - Yes - 41, No - 1, Abstain - 3



INSURANCE RENEWAL

- 4: **MOTION 3:** *It was resolved that the Owners Corporation of UP12312 authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

NOTE – Renewal terms will be provided to the Executive Committee for advice and in the event advice is not forthcoming prior to renewal, insurance will be renewed as per the recommendation provided by the nominate broker.

Motion CARRIED

Vote Count - Yes – 41, No – 1, Abstain - 3

INSURANCE CLAIMS

- 5: It was noted there is one open claim for 'impact damage' - it was requested that the strata manager follow up with the broker on the progress of the claim.

FINANCIAL REPORT

- 6: Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00.

Financial reports for the period ending 4 AUG 2022 were audited by Kelly & Partners, with their report dated 30 SEP 2022 finding the financial reports to present fairly in all material aspects.

MOTION 4: *It was resolved that the independent audit report prepared by Kelly & Partners for the period ending 4th of August 2022, be accepted.*

Motion CARRIED

Secretarial Notes: It was requested the financial statement that Kelly & Partners had audited be provided to owners wishing to further review the finances.

It was noted that there was a deficit in the budget income figure for the 2021 to 2022 period, this was being investigated by Signature Strata out of session.

Vote Count - Yes – 42, No – 0, Abstain - 3

INVESTMENT OF FUNDS

- 7: By passing this motion, Executive Committee members agree to partake in the financial management of Owners Corporation funds, allowing the Owners Corporation to earn interest on their investments.

MOTION 5: *It was resolved that the Owners Corporation of UP12312 agree to open an investment account, hence authorising the Executive Committee to make determinations concerning investment of surplus funds into such accounts.*

Motion CARRIED

Secretarial Note: *It was discussed that passing this motion was allowing the Executive Committee in the future to open a term deposit with either Macquarie Bank or Bank of Queensland to invest monies into a 3-to-12-month term deposit to earn interest on those monies, funds would not be investing in any other way.*

Vote Count - Yes – 33, No – 8, Abstain - 4

PHYSICAL BUILDING STRUCTURAL DEFECTS

- 8: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting.

That the Owners Corporation consider any physical building structural defects:

It was noted there is no structural defects.

The Owners Corporation can only consider defects affecting the common property or the Defined Parts as specified in the Act.



MAINTENANCE ITEMS

9: Discussion on new or outstanding items, including maintenance contracts coming up for renewal.

Window Cleaning - to be completed in January/February when funds are available.

Basement Clean - quotes being sourced for the first clean since build.

Graffiti Removal - to be completed in January/February when funds are available.

Contracts: It was discussed at length that no information had been provided on the ongoing maintenance contracts in place at the complex, please find below breakdown:

Building Management	Point FS are contracted as the building managers, with invoices being received monthly at \$5,148.00. This is contract was signed in 2022 with a 3.5% increase each following year.
Cleaning	M & M Rolfe are contracted as the cleaners, with invoices being received monthly at \$5,080.68. This is contract was signed in 2021 with annual national minimum wage increases occurring each year.
Electrical	Pacific FM are contracted for electrical and mechanical maintenance, with invoices being received monthly at \$893.75, this is in conjunction with the plumbing maintenance and invoice will be split. This is a three-year contract signed in 2021 with a 3% increase each following year.
Garbage Chutes	Chute Services Australia currently maintains and cleans the chutes on a half yearly basis, with costing being \$2,500.30.
Fire Contract	Pacific FM are contracted for fire maintenance, with invoices being received monthly at \$632.50. This is a three-year contract signed in 2021 with a 3% increase each following year.
Fire Line Monitoring	ADT Fire are contracted for fire line monitoring, with invoices being received yearly for Owens Flats at \$1,760.00 and quarterly for Embark at \$550.00. This is a three-year contract signed in 2021, increases may occur based on consumer price index or fire brigade attendance increases to ADT.
Gardening	Focus FM are contracted as the current gardeners, with invoices being received monthly at \$456.03. This is a two-year contract signed 2020 with a 3% increase each following year. The contract will be reviewed within the new year.
Lift	Schindler Lifts are contracted for lift maintenance, with invoices being received quarterly at \$3,309.49. This is a three-year contract signed in 2021 with a fixed agreement on fees.
Roller Doors	ACT Doorland are contracted as the current roller door technicians, with invoices being received quarterly at \$345.45. No signed contract.
Pest Control	Keith's Pest Control are currently providing pest control services to the complex on a quarterly basis, at this time only one invoice has been received at \$1,300.00, no further information can be provided at this time.
Strata Management	A three-year contract is in place with Signature Strata, with fees being debited monthly at \$5,676.00. This is contract was signed in 2022 with a 2.5% increase each following year.
Plumbing	Pacific FM are contracted for hydraulic maintenance, with invoices being received monthly at \$893.75, this is in conjunction with the electrical and mechanical maintenance and invoice will be split. This is a three-year contract signed in 2021 with a 3% increase each following year.

FIRE SAFETY

10: Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners Corporation to review provision and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australian Standards 1851 by your fire control contractor, Pacific FM.



ONGOING MAINTENANCE FOR CAR STACKERS

- 11: MOTION 6:** *It was resolved that the Owners Corporation of UP12312 agree that the Owners of the units listed below be responsible for the ongoing maintenance responsibilities including annual servicing for the car stacker associated to their unit. The owner is to be the responsible for all repairs, maintenance and annual servicing at their own costs.*

NOTE - There are currently 9 units that have car stackers allocated to their unit from the original build of Embark. At this time, the owner's corporation have been maintaining the annual maintenance servicing for the car stackers as they were considered part of the building's infrastructure. However, on review of the plans they have been confirmed as part of the unit subsidiaries of the units they service. After extensive discussions with the Executive Committee, it was requested to put the proposal forward to the owner's corporation to create/approve a Rule outlining cost are to be recoverable from the relevant units that the car stackers are allocated to. The following units have car stackers allocated to their unit; Units 104, 105, 106, 107, 108, 109, 110, 111, & 112 of 253 Northbourne Avenue Lyneham ACT 2602

Motion CARRIED

Secretarial Note: *It was noted that the strata manager and Executive Committee would further discuss this matter to confirm the best course of action prior to the strata manager discussing with the nine-unit owners how the maintenance would operate.*

Vote Count - Yes - 27, No - 11, Abstain - 7

SPECIAL PURPOSE FUND

- 12: MOTION 7:** *It was resolved that the Owners Corporation of UP12312 agree, in accordance with Section 74 of the Act, to establish a Special Purpose Administrative Fund for the purposes of funding outstanding invoices due prior to the January 2023 when additional levies will be collected.*

Motion WITHDRAWN

Secretarial Note: *This motion was withdrawn from the meeting due to the fact a supplementary levy to the administrative fund meets the legislative requirements and a special purpose fund is not required in this instance.*

ADMINISTRATIVE FUND BUDGET

- 13: MOTION 8:** *It was resolved that the proposed Administrative Fund budget of \$428,000.00 (plus GST) for the period 5th of August 2022 to 1st of August 2023 be adopted.*

Motion CARRIED

Secretarial Note: *The budget was discussed at length due to the increase proposed for this coming year. Strata manager explained to those present that the complex was in a difficult financial position and this increase had been reviewed by the Executive Committee prior to the meeting to ensure adequate coverage for the upcoming year with the new contracts that had been put in place and any additional works predicted or unpredicted that may occur. It was then agreed that the budget would remain at the proposed figure. Please note that the proposed budget is GST exclusive with GST the added to the levies.*

Vote Count - Yes - 37, No - 0, Abstain - 7

SINKING FUND EXPENDITURE

- 14: MOTION 9:** *It was resolved that the proposed Sinking Fund Expenditure of \$8,240.00 (plus GST) for the period 5th of August 2022 to 1st of August 2023 be adopted.*

Motion CARRIED

Secretarial Note: *It was noted this figure comes directly from the Sinking Fund Forecast prepared by QIA and approved by the Owners Corporation.*

Vote Count - Yes - 37, No - 1, Abstain - 6



GENERAL FUND CONTRIBUTION

- 15: Amended MOTION 10:** It was resolved that in accordance with Section 78 (1) of the UTMA, the proposed Administrative Fund supplementary contribution of \$13,637.00 (plus GST) for the purposes of funding outstanding invoices due prior to the January 2023, to be contributed in accordance with the unit entitlements as a once off payment, being due 20th December 2022.

Motion CARRIED

Secretarial Note: This motion was amended to allow supplementary contribution to be included over special purpose levy, noting the levy remains as a one-off payment with no changes to the amount or due date.

Vote Count - Yes - 30, No - 10, Abstain - 5.

ADMINISTRATION FUND LEVY CONTRIBUTION

- 16: MOTION 11:** It was resolved that the Owners Corporation determines an Administrative Fund Levy Contribution of \$428,000.00 (plus GST) for the twelve-month period, commencing 5th of August 2022 and to be contributed in accordance with the unit entitlements at half-yearly intervals, being due 15th of January 2023 and 15th of July 2023.

Motion CARRIED

Secretarial Note: It was noted that quarterly levies would be presented at the 2023 AGM.

Vote Count - Yes - 35, No - 1, Abstain - 9

SINKING FUND LEVY CONTRIBUTION

- 17: MOTION 12:** It was resolved that the Owners Corporation determines a Sinking Fund Levy Contribution of \$55,877.00 (plus GST) for the twelve-month period, commencing 5th of August 2022 and to be contributed in accordance with the unit entitlements at half-yearly intervals, being due 15th of January 2023 and 15th of July 2023.

Motion CARRIED

Secretarial Note: It was noted that quarterly levies would be presented at the 2023 AGM.

Vote Count - Yes - 35, No - 1, Abstain - 10

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

- 18:** Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2020-601, requires the Owners assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.

STRATA MANAGEMENT AGENCY AGREEMENT

- 19:** The Owners Corporation's current management agreement was signed 16th of September 2022 and expires 16th of September 2025. The contract is available through the owners portal. You can access the portal via signaturestrata.com.au, using your personal log in details provided in your new owner letter/welcome letter.

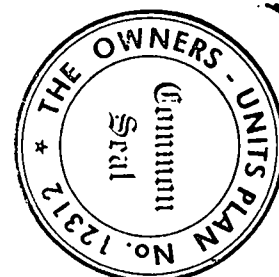
Note - Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

CONTRACTOR COMPLIANCE

- 20: MOTION 13:** It was resolved that the services of a contractor compliance company be engaged to audit contractors to ensure compliance with insurance and licencing requirements.

Motion CARRIED

Vote Count - Yes - 41, No - 0, Abstain - 4



ORIGIN ENERGY AGREEMENT

- 21: MOTION 14:** *That the Owners Corporation authorise the Executive Committee to review, negotiate and enter into an agreement with an appropriately licensed organisation to manage the Embedded Network and provide electricity and gas to the development for the next five years.*

Motion CARRIED

Secretarial Note: *C Walker provided an update on the tender process and advised there was no agreement to currently present to owners and no agreement would be ready for several months. On this basis it was agreed the motion would be carried with the condition the agreement would still be presented to owners before being entered into.*

Vote Count - Yes - 43, No - 1, Abstain - 1

ELECTION OF THE COMMITTEE

- 22:** Under Section 39 of the Unit Titles (Management) Act 2011, an Executive Committee shall consist of between 3 and 7 members (or 8 or more members by Special Resolution). Members are elected by Ordinary Resolution at each AGM and hold office until the next AGM, with all positions becoming vacant at that time.

The Executive Committee has a Chair, Secretary and Treasurer for the 12 month period with the position of Chair having casting voting rights. These positions are elected at the first formal meeting of the Executive Committee following the Annual General Meeting.

MOTION 15: *That the Owners Corporation of UP 12312 agree to appoint between 3 and 7 Owners to form the Executive Committee until the next Annual General Meeting, with election of those members to take place at this meeting.*

Motion CARRIED

Secretarial Note: *It was agreed that five (5) positions would form the executive committee with four (4) nominations and one casual vacancy to allow another owner to join the committee prior to the next annual general meeting with the four (4) nominations comprising as follows:*

*Lot 87/Door 419 - T Capon
Lot 146/Door 709 - J Kostka
Lot 155/Door 718 - J Huang
Lot 159/Door 722 - C Walters*

Vote Count - Yes - 36, No - 0, Abstain - 9

RULE ADOPTION FOR CAR STACKER MAINTENANCE RESPONSIBILITY

- 23: MOTION 16:** *That the Owners Corporation agrees to add the following Rule in relation to ongoing maintenance and responsibility of the car stackers to the Consolidated Rules for UP12312 to be registered under the Land Titles (Unit Titles) Act 1970.*

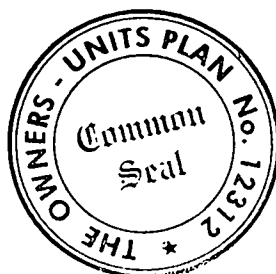
NOTE - The below rule is subject to motion 6 being carried

Rule 1.16 - Car Stackers - Responsibility and Maintenance

- 1. The unit owner will do all things reasonably required to ensure that their units Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair, or replacement.*
- 2. All costs for repairs and maintenance to the units car stacker is to be paid by the unit owner.*
- 3. The individual unit owners that have the car stackers allocated to their unit must ensure that the stackers are always covered by an appropriate insurance.*
- 4. That the individual unit owners accept any and all responsibility for their own car stacker in terms of damages made and repairs.*
- 5. That the car stackers are used in a safe manner for the safety of all residents.*
- 6. That the car stackers are to be used only for vehicle purposes and cannot be used for storage purposes.*
- 7. The unit owner is responsible for any guests that use the car stackers including misuse or damages.*
- 8. The Owners Corporation is not liable for the failure of a Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.*

Motion CARRIED

Vote Count - Yes - 28, No - 9, Abstain - 7



CONSOLIDATED RULES

- 24:** Section 106 of the Unit Titles (Management) Act 2011 states that the rules of an Owners Corporation are the default rules as amended by the alternate rules (if any) registered under the Land Titles (Unit Titles) Act 1970.

Schedule 2 Part 2.1 1(h) of the Unit Titles (Management) Act 2011 states that an Executive Committee must maintain an up-to-date consolidated version of the Rules of the Owners Corporation.

MOTION 17: *It was resolved that the Owners Corporation of UP12312 adopt the Consolidated Rules as per the attached document, and that they be registered under the Land Titles (Unit Titles) Act 1970.*

Motion CARRIED

Vote Count - Yes - 38, No - 2, Abstain - 5

GENERAL BUSINESS

- 25: Solar Analysis & Petition:** C Walker raised that owners within Owens Flats were investigating a solar analysis and a petition for the proposed building being built next door. For additional information on this, please contact Signature Strata to be put in contact with C Walker.

Alterations: It was noted that alterations to units require approval from the Executive Committee and owners are advised to ensure they follow the correct procedures as any owners who do not follow approval will be requested to remove alterations. Please note Owens Flats owners also need to ensure they adhere to heritage rules.

Network Issues: It was noted that the possibility of moving network providers would be extremely difficult and an expensive process. At this time, the complex will remain on LBNCO.

CLOSURE

There being no further business the meeting closed at 07:59 PM.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 12312 "EMBARK APARTMENTS & OWENS FLATS"

253 – 259 Northbourne Avenue, Lyneham

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 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 the Owners Corporation gives written approval in accordance with Section 32 of the Management Act and —

(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.

(f) all attempts must be made to keep pets from making excessive noise;

(g) Owners of new cats born from 1 July 2022 must abide by The ACT's cat containment laws.

(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 Assistance animals

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

1.7 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.

1.8 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.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 12312 "EMBARK APARTMENTS & OWENS FLATS"

253 – 259 Northbourne Avenue, Lyneham

1.9 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.

1.10 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.

1.11 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.

1.12 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 1.12 (4).

1.13 Legal Fee Recovery

- (1) If an Owners Corporation commences an action and incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners Corporation the amount of the legal fees or other costs incurred by the Owners Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action.
- (2) The unit holder agrees that any monies which are payable pursuant to Clause 1 shall be a debt enforceable by the Owners Corporation against the unit holder
- (3) The legal fees and other costs payable in accordance with Clause 1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners Corporation. For the avoidance of doubt, any legal fees or other costs incurred by the Owners Corporation which cannot be evidenced by a written invoice as due and payable, shall not form part of, and will not be recoverable against, in accordance with Clause 1
- (4) The Owners Corporation shall not commence any action against any unit holder other than to recover outstanding levies, unless authorised by a resolution of the Owners Corporation.

1.14 Seal of Owners Corporation

- (1) The Managing Agent may affix the seal of the Owners Corporation to —
 - (a) Reduced quorum meeting notices;
 - (b) Rules registration documents;



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 12312 "EMBARK APARTMENTS & OWENS FLATS"

253 – 259 Northbourne Avenue, Lyneham

- (c) Notice of Change of Address for Service of Documents at the Land Titles Office; and
- (d) Certifications issued under Section 119 of the Act; or
- (e) For any other purpose where delegated by the Owners Corporation in accordance with Section 9A(b)(ii)

1.15 Vehicles and Parking

- (1) Residents should park their vehicles only in their unit's allocated car space in the underground garage. Do NOT block or use other residents' car parking space without their express consent to do so.
- (2) Vehicles are NOT to be parked on the concrete access driveway, on landscaped areas, or in any position where they may cause an obstruction to others.
- (3) Visitor parking is for visitors ONLY, residents are not permitted to utilise visitor parking for personal use.
- (4) Vehicles must observe a 10 kph speed limit within the complex.
- (5) Residents are responsible for cleaning up of any oil spills caused by their vehicles or their guests vehicles and will be requested by the Owners Corporation to clean up any spills in the event that this is not carried out.
- (6) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveway areas or in the underground parking areas.
- (7) Residents are not allowed to wash cars in the car parks.
- (8) Fire hydrants are never to be used by residents for the purpose of washing vehicles.

1.16 Car Stackers – Responsibility and Maintenance

- (1) The unit owner will do all things reasonably required to ensure that their units Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair, or replacement.
- (2) All costs for repairs and maintenance to the units car stacker is to be paid by the unit owner.
- (3) The individual unit owners that have the car stackers allocated to their unit must ensure that the stackers are always covered by an appropriate insurance.
- (4) That the individual unit owners accept any and all responsibility for their own car stacker in terms of damages made and repairs.
- (5) That the car stackers are used in a safe manner for the safety of all residents.
- (6) That the car stackers are to be used only for vehicle purposes and cannot be used for storage purposes.
- (7) The unit owner is responsible for any guests that use the car stackers including misuse or damages.
- (8) The Owners Corporation is not liable for the failure of a Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.

1.17 Garbage and Recycling

- (1) The garbage chute is for domestic waste only. All rubbish must be placed in the chutes.
- (2) All rubbish should be enclosed in an acceptable outer container, such as an approved garbage bin liner, and fastened securely.
- (3) Large boxes should be collapsed and freed from foam or other contaminating matter before being placed in the recycling chute.
- (4) Under no circumstances is garbage or recycling to be placed on the floor in front of the chutes.
- (5) Owens Flats residents have access to the bin room in Embark, and should utilise as per the above rules.
- (6) Household items such as furniture, bedding etc. are not to be placed in common areas but should be disposed of by residents at appropriate Government collection areas.

1.18 Appearance

- (1) Residents must maintain their units so that other units are not adversely affected in terms of hygiene, appearance or value.
- (2) The draping of rugs, mats, sheets, blankets, clothing etc. over balcony railings is not permitted.
- (3) Collapsible washing lines must remain below the height of the balustrade.
- (4) Balconies are not to be used as a storage area.
- (5) Items are not to be stored in common property areas including entrance foyers, stairwells, access pathways or in vehicle parking spaces. The storage cages provided for units may be used for this purpose.



CONSOLIDATED RULES OF THE OWNERS CORPORATION

UNITS PLAN 12312 "EMBARK APARTMENTS & OWENS FLATS"

253 – 259 Northbourne Avenue, Lyneham

1.19 Smoking

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.
- (3) An occupant must not discard cigarette butts or ash over any balconies or outside of their own unit boundary.

1.20 Vandalism and Damage

- (1) An occupant or visitors must not damage any part of the common property.
- (2) An occupant who has caused damage is liable to reimburse the owners corporation for all expenses that it incurs in rectifying the damage.

1.21 Real Estate Signs

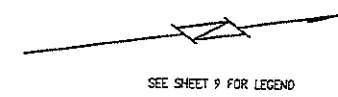
- (1) Unit owners are not permitted to display any signs in any visible external windows to their unit except with the prior approval of the executive committee.
- (2) Signs including real estate "For Sale" and "To Let/Lease" signs are not permitted to be erected on the common property unless permission is given by the executive committee.
- (3) Rectification of any damage caused as a result of the erection of real estate signs will be the responsibility of the unit advertised for sale.
- (4) Real estate signs are to be removed immediately upon sale or lease of the property, and are not to remain erected with the "Sold" or "Leased" stickers affixed.

1.22 General

- (1) The owners corporation does not accept responsibility for any personal property removed, damaged or stolen from common property areas, the underground car park or from individual units or storage cages.
- (2) Unit front doors are 'fire rated'. Security screen doors, deadbolts and peepholes are not permitted to be installed to front doors, unless compliant with fire regulations.
- (3) Birds or possums are not to be fed from the balconies.

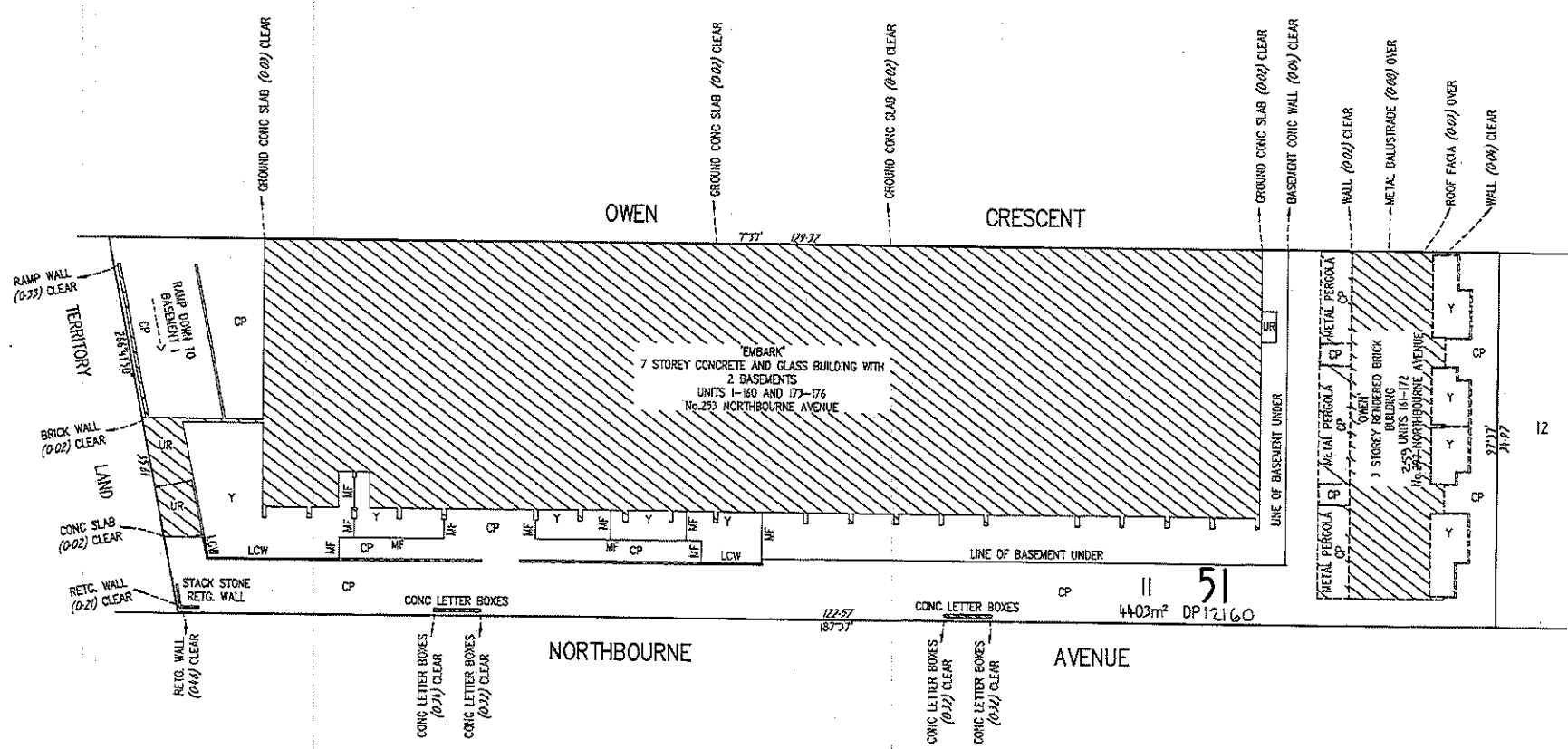
Please be aware that for action to be taken, breaches need to be reported in writing to the Strata Manager





SEE SHEET 9 FOR LEGEND

NOTE:
SOME LICENCE ID NO
FOR OPEN BUILDING
BALUSTRADES AND FACIA
IS 322.0



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. <u>33</u> of <u>33</u>
SITE PLAN
LAND DETAILS
Block II
Section 51
Division LYNEHAM
Deposited Plan Number DP 12160
Volume/Folio 3001:39
Class of Units (A or B) A

[Signature]
XI ME
Alumina Property
pty Ltd
ACH: 610-083 684
Sole Director

Signature of Lessee

[Signature]
Lyn Tankey
Delegate of the
ACT Planning and Land Authority
29 JULY 2020
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNIT PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

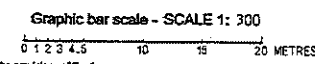
[Signature]
David Pryce
Registrar-General
04/08/2020

UNITS PLAN No.

12312

XUP 22058

Form 1
Form 088 - SP



Units and Subdivisions are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.

SURVEYORS DECLARATION
CLARKE & DE PAUL Pty Ltd
STEVEN BELJANSKI of PO BOX 88 QUEANBEYAN NSW 2820
A surveyor registered under the Surveyors Act 2007, hereby certify that:
1. The survey represented by the diagrams on forms 1 and 3 of this plan are for Stage 1, for units 1-160 & 173-176, are accurate and was completed on (insert date) - 1/07/2020
2. The survey is in accordance with the following Acts:
• Unit Titles Act 2001;
• Land Titles (Unit Titles) Act 1970;
• Land Titles Act 1925; and,
• any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

[Signature]
Signature of Registered Surveyor

1/07/2020
Date

CROSS OUT EITHER OF ITEMS 3(a)-3(d), WHICHEVER DOES NOT APPLY - 3(e)-(f) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001.
3. - Each building (including anything attached to it) or building in the course of erection on the parcel to which it is attached, shall:
OR
a) All units and unit subdivisions shown in the diagrams are wholly within the parcel;
b) The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
c) The diagram clearly indicates the existence, nature and extent of any encroachment granted and registered, or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.
PO BOX 206, CIVIC SQUARE, ACT, 2608
Address for Service of Notice
VANTAGE STRATA
Name of Manager / Owners Corporation

SEE SHEET 9 FOR LEGEND

NOTE:
SDMS LICENCE ID NO
FOR OWEN BUILDING
IS 1220

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

Sheet No. 1 A of 33

SITE PLAN

LAND DETAILS

Block	II
Section	51
Division	LYNEHAM
Deposited Plan Number	DP12160
Volume/Folio	3001:39
Class of Units (A or B)	A

Xi He
Xi He
Atomina Property Pty Ltd
610 083 684
Sole Director

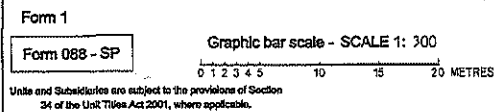
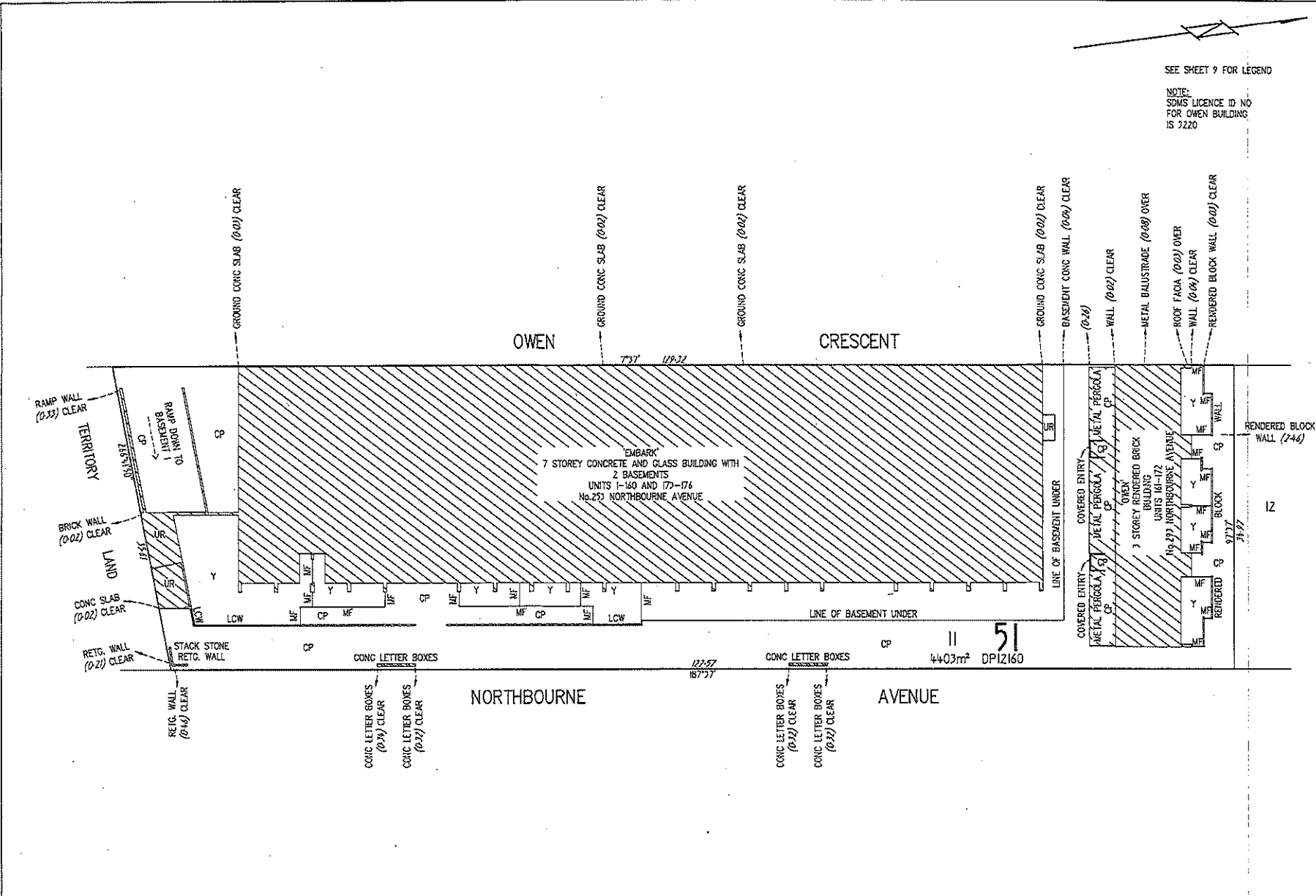
Signature of Licensee

Lyn Tankey
Lyn Tankey
Deputy of the
ACT Planning and Land Authority
22 September 2020
APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

David Pryce
Registrar-General
- 8 OCT 2020

UNITS PLAN No.
12312

XUD 22058



SURVEYORS DECLARATION

CLARKE & DI PAULI Pty Ltd
STEVEN BELJANSKI of PO BOX 88 QUEANBEAN NSW 2620

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

- The survey represented by the diagrams on forms 1 and 3 of this plan is for Final Stage, for units 161-172, inclusive, is accurate and was completed on (insert date) - 17/07/2020
- The survey is in accordance with the following Acts:
 - Unit Titles Act 2001;
 - Land Titles (Unit Titles) Act 1970;
 - Land Titles Act 1926; and,
 - any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions.

Steven Beljanski
Signature of Registered Surveyor

22/07/2020
Date

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

3. - Each building (including anything attached to it) or building in the course of erection on the parcel to which this plan relates.

OR

3 (a), (b), (c)

- All units and unit subdivisions shown in the diagrams are wholly within the parcel;
- The diagram clearly indicates the existence, nature and extent of any encroachment by a building (including anything attached to it), beyond the boundaries of the parcel; and,
- The diagrams clearly indicate the existence, nature and extent of any easement granted and registered or to be granted and registered upon registration of this proposed plan, pertaining to the parcel.

PO BOX 206, CIVIC SQUARE, ACT, 2608
Address for Service of Notice

VANTAGE STRATA
Name of Manager / Owners Corporation

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
LYNEHAM	51	11	12312

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	54	3	3001	238
2	59	3	3001	239
3	49	3	3001	240
4	49	3	3001	241
5	50	3	3001	242
6	64	5	3001	243
7	66	5	3001	244
8	54	3	3001	245
9	54	4	3001	246
10	54	4	3001	247
11	54	4	3001	248
12	54	4	3001	249
13	54	4	3001	250
14	54	4	3001	251
15	54	4	3001	252
16	54	4	3001	253
17	54	4	3001	254
18	53	3	3001	255
19	68	5	3001	256
20	63	4	3001	257
21	67	5	3001	258
22	63	4	3001	259
23	43	3	3001	260
24	64	5	3001	261
25	67	5	3001	262
26	65	5	3001	263
27	66	4	3001	264
28	56	4	3001	265
29	54	4	3001	266
30	54	4	3001	267
Aggregate		SEE SHEET 7	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:	
<i>XI. HE</i> <i>Alumina Property Pty Ltd</i> <i>ACN: 612083684</i>			Volume	Folio
<i>Sole Director</i> <i>[Signature]</i> Signature of Lessee			3001	237
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <i>Twenty ninth</i> this day of <i>July</i> 2020 <i>[Signature]</i> <i>Lyn Tankey</i> Delegate of the Authority/Executive			<i>[Signature]</i> David Pryce Registrar-General Deputy Registrar-General	



SUE

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block	Unit Plan No
LYNEHAM	51	11	12312

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
31	54	4	3001	268
32	54	4	3001	269
33	54	4	3001	270
34	54	4	3001	271
35	54	4	3001	272
36	54	4	3001	273
37	54	4	3001	274
38	56	4	3001	275
39	69	5	3001	276
40	64	4	3001	277
41	67	5	3001	278
42	64	4	3001	279
43	43	3	3001	280
44	64	4	3001	281
45	67	5	3001	282
46	65	5	3001	283
47	48	5	3001	284
48	46	3	3001	285
49	47	3	3001	286
50	51	3	3001	287
51	55	4	3001	288
52	55	4	3001	289
53	55	4	3001	290
54	55	4	3001	291
55	54	3	3001	292
56	55	4	3001	293
57	55	4	3001	294
58	55	4	3001	295
59	55	4	3001	296
60	45	3	3001	297

Aggregate

SEE SHEET 7

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

3001

237

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

Dated *Twenty-ninth* this day of *July* 2020

J. Valley Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General



SUE
Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
LYNEHAM	51	11	12312

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
61	45	3	3001	298
62	91	5	3001	299
63	65	5	3001	300
64	68	5	3001	301
65	65	5	3001	302
66	44	3	3001	303
67	65	5	3001	304
68	68	5	3001	305
69	66	5	3001	306
70	48	5	3001	307
71	47	3	3001	308
72	48	3	3001	309
73	52	3	3001	310
74	56	4	3001	311
75	54	3	3001	312
76	54	3	3001	313
77	54	3	3001	314
78	55	4	3001	315
79	56	4	3001	316
80	55	4	3001	317
81	56	4	3001	318
82	55	4	3001	319
83	46	3	3001	320
84	46	3	3001	321
85	91	6	3001	322
86	67	5	3001	323
87	69	5	3001	324
88	65	4	3001	325
89	44	3	3001	326
90	65	4	3001	327

Aggregate

SEE SHEET 7

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

3001

237

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

Dated Twenty ninth this day of July 2020

Lyn Tankey
Lyn Tankey
Delegate of the Authority/Executive

David Pryce
David Pryce
Registrar-General



Deputy Registrar-General

SUE

Form 078



SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block	Unit Plan No
LYNEHAM	51	11	12312

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
91	69	5	3001	328
92	67	5	3001	329
93	49	5	3001	330
94	48	3	3001	331
95	48	3	3001	332
96	52	3	3001	333
97	56	4	3001	334
98	54	3	3001	335
99	56	4	3001	336
100	56	4	3001	337
101	54	3	3001	338
102	56	4	3001	339
103	54	3	3001	340
104	54	3	3001	341
105	56	4	3001	342
106	46	3	3001	343
107	46	3	3001	344
108	92	6	3001	345
109	68	5	3001	346
110	69	5	3001	347
111	67	5	3001	348
112	45	3	3001	349
113	67	5	3001	350
114	69	5	3001	351
115	67	5	3001	352
116	50	5	3001	353
117	48	3	3001	354
118	49	3	3001	355
119	53	3	3001	356
120	55	3	3001	357

Aggregate

-

SEE SHEET 7

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

3001

Folio

237

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

Dated *Twenty ninth* this day of *July* 2020

V. Valley Lyn Tankey
Delegate of the Authority/Executive

David Pryce
Registrar-General

Deputy Registrar-General



SUE

Form 078

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

District/Division	Section	Block	Unit Plan No
LYNEHAM	51	11	12312

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2					
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO				
121	55	3	3001	358				
122	56	4	3001	359				
123	55	3	3001	360				
124	55	3	3001	361				
125	55	3	3001	362				
126	56	4	3001	363				
127	56	4	3001	364				
128	55	3	3001	365				
129	47	3	3001	366				
130	47	3	3001	367				
131	93	5	3001	368				
132	69	5	3001	369				
133	70	5	3001	370				
134	67	5	3001	371				
135	46	3	3001	372				
136	67	5	3001	373				
137	70	5	3001	374				
138	68	5	3001	375				
139	50	5	3001	376				
140	49	3	3001	377				
141	50	3	3001	378				
142	54	3	3001	379				
143	57	4	3001	380				
144	56	3	3001	381				
145	56	3	3001	382				
146	57	4	3001	383				
147	56	3	3001	384				
148	56	3	3001	385				
149	56	3	3001	386				
150	56	3	3001	387				
Aggregate	-	SEE SHEET 7	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:					
<i>XI HE</i> <i>Alamuna Property Pty Ltd</i> <i>ACN: 610083684</i>			<table border="1"> <tr> <th>Volume</th> <th>Folio</th> </tr> <tr> <td>3001</td> <td>237</td> </tr> </table>		Volume	Folio	3001	237
Volume	Folio							
3001	237							
Column 1 above is the schedule of unit entitlement approved for the subdivision. Dated <i>Twenty ninth</i> this day of <i>July</i> 20 <i>20</i> <i>Lyn Tankey</i> Delegate of the Authority/Executive			 David Pryce Registrar-General Deputy Registrar-General					

UNIT IDENTIFIER				SUBSIDIARIES						SUB TOTAL			
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	YARD	BALCONY	CAR SPACE	STORE						
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
1	11	GROUND	G01 253 NORTHBOURNE AVENUE	SL	11			S2	10	S3	10	3	
2	11	GROUND	G02 253 NORTHBOURNE AVENUE	SL	11			S2	10	S3	10	3	
3	11	GROUND	G03 253 NORTHBOURNE AVENUE	SL	11			S2	11	S3	10	3	
4	11	GROUND	G04 253 NORTHBOURNE AVENUE	SL	11			S2	11	S3	10	3	
5	11	GROUND	G05 253 NORTHBOURNE AVENUE	SL	11			S2	11	S3	10	3	
6	12	LEVEL 1	L01 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
7	12	LEVEL 1	L02 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
8	12	LEVEL 1	L03 253 NORTHBOURNE AVENUE		SL	12	S2	10	S3	10	S3	10	3
9	12	LEVEL 1	L04 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
10	12	LEVEL 1	L05 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
11	12	LEVEL 1	L06 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
12	12	LEVEL 1	L07 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
13	12	LEVEL 1	L08 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
14	12	LEVEL 1	L09 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
15	12	LEVEL 1	L10 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
16	12	LEVEL 1	L11 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
17	12	LEVEL 1	L12 253 NORTHBOURNE AVENUE		SL	12	S2,S3	11,11	S4	10	S4	10	4
18	12	LEVEL 1	L13 253 NORTHBOURNE AVENUE		SL	12	S2	10	S3	10	S3	10	3
19	12	LEVEL 1	L14 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
20	12	LEVEL 1	L15 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3	10	S4	10	S4	10	4
21	12	LEVEL 1	L16 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
22	12	LEVEL 1	L17 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3	10	S4	10	S4	10	4
23	12	LEVEL 1	L18 253 NORTHBOURNE AVENUE		SL	12	S2	11	S3	10	S3	10	3
24	12	LEVEL 1	L19 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
25	12	LEVEL 1	L20 253 NORTHBOURNE AVENUE		SL,S2	12,12	S3,S4	10,10	S5	10	S5	10	5
26	13	LEVEL 2	L21 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3,S4	10,10	S5	10	S5	10	5
27	13	LEVEL 2	L22 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3	10	S4	10	S4	10	4
28	13	LEVEL 2	L23 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
29	13	LEVEL 2	L24 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
30	13	LEVEL 2	L25 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
31	13	LEVEL 2	L26 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
32	13	LEVEL 2	L27 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
33	13	LEVEL 2	L28 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
34	13	LEVEL 2	L29 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
35	13	LEVEL 2	L30 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
36	13	LEVEL 2	L31 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
37	13	LEVEL 2	L32 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
38	13	LEVEL 2	L33 253 NORTHBOURNE AVENUE		SL	13	S2,S3	10,10	S4	10	S4	10	4
39	13	LEVEL 2	L34 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3,S4	10,10	S5	10	S5	10	5
40	13	LEVEL 2	L35 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3	10	S4	10	S4	10	4
41	13	LEVEL 2	L36 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3,S4	10,10	S5	10	S5	10	5
42	13	LEVEL 2	L37 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3	11	S4	10	S4	10	4
43	13	LEVEL 2	L38 253 NORTHBOURNE AVENUE		SL	13	S2	11	S3	10	S3	10	3
44	13	LEVEL 2	L39 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3	11	S4	10	S4	10	4
45	13	LEVEL 2	L40 253 NORTHBOURNE AVENUE		SL,S2	13,13	S3,S4	10,10	S5	10	S5	10	5
46	14	LEVEL 3	L41 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
47	14	LEVEL 3	L42 253 NORTHBOURNE AVENUE		SL,S2,S3	14,14,14	S4	10	S5	10	S5	10	5
48	14	LEVEL 3	L43 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
49	14	LEVEL 3	L44 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
50	14	LEVEL 3	L45 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
51	14	LEVEL 3	L46 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
52	14	LEVEL 3	L47 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
53	14	LEVEL 3	L48 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
54	14	LEVEL 3	L49 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
55	14	LEVEL 3	L50 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
56	14	LEVEL 3	L51 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
57	14	LEVEL 3	L52 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
58	14	LEVEL 3	L53 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
59	14	LEVEL 3	L54 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4

Form 3

Form 091 - FP

Graphic bar scale - SCALE 1: N/A

UNIT IDENTIFIER				SUBSIDIARIES						SUB TOTAL			
UNIT No.	SHEET No.	FLOOR	STREET ADDRESS	YARD	BALCONY	CAR SPACE	STORE						
				SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.		
60	14	LEVEL 3	L55 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
61	14	LEVEL 3	L56 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
62	14	LEVEL 3	L57 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
63	14	LEVEL 3	L58 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
64	14	LEVEL 3	L59 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
65	14	LEVEL 3	L60 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
66	14	LEVEL 3	L61 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
67	14	LEVEL 3	L62 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
68	14	LEVEL 3	L63 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
69	14	LEVEL 4	L64 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
70	14	LEVEL 4	L65 253 NORTHBOURNE AVENUE		SL,S2,S3	14,14,14	S4	10	S5	10	S5	10	5
71	14	LEVEL 4	L66 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
72	14	LEVEL 4	L67 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
73	14	LEVEL 4	L68 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
74	14	LEVEL 4	L69 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
75	14	LEVEL 4	L70 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
76	14	LEVEL 4	L71 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
77	14	LEVEL 4	L72 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
78	14	LEVEL 4	L73 253 NORTHBOURNE AVENUE		SL	14	S2,S3	11,11	S4	10	S4	10	4
79	14	LEVEL 4	L74 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
80	14	LEVEL 4	L75 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
81	14	LEVEL 4	L76 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
82	14	LEVEL 4	L77 253 NORTHBOURNE AVENUE		SL	14	S2,S3	10,10	S4	10	S4	10	4
83	14	LEVEL 4	L78 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
84	14	LEVEL 4	L79 253 NORTHBOURNE AVENUE		SL	14	S2	11	S3	10	S3	10	3
85	14	LEVEL 4	L80 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
86	14	LEVEL 4	L81 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
87	14	LEVEL 4	L82 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
88	14	LEVEL 4	L83 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3	11	S4	10	S4	10	4
89	14	LEVEL 4	L84 253 NORTHBOURNE AVENUE		SL	14	S2	10	S3	10	S3	10	3
90	14	LEVEL 4	L85 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3	11	S4	10	S4	10	4
91	14	LEVEL 4	L86 253 NORTHBOURNE AVENUE		SL,S2	14,14	S3,S4	10,10	S5	10	S5	10	5
92	15	LEVEL 5	L87 253 NORTHBOURNE AVENUE		SL,S2	15,15	S3,S4	10,10	S5	10	S5	10	5
93	15	LEVEL 5	L88 253 NORTHBOURNE AVENUE		SL,S2,S3	15,15,15	S4	10	S5	10	S5	10	5
94	15	LEVEL 5	L89 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
95	15	LEVEL 5	L90 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
96	15	LEVEL 5	L91 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
97	15	LEVEL 5	L92 253 NORTHBOURNE AVENUE		SL	15	S2,S3	10,10	S4	10	S4	10	4
98	15	LEVEL 5	L93 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
99	15	LEVEL 5	L94 253 NORTHBOURNE AVENUE		SL	15	S2,S3	10,10	S4	10	S4	10	4
100	15	LEVEL 5	L95 253 NORTHBOURNE AVENUE		SL	15	S2,S3	11,11	S4	10	S4	10	4
101	15	LEVEL 5	L96 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
102	15	LEVEL 5	L97 253 NORTHBOURNE AVENUE		SL	15	S2,S3	11,11	S4	10	S4	10	4
103	15	LEVEL 5	L98 253 NORTHBOURNE AVENUE		SL	15	S2	11	S3	10	S3	10	3
104	15	LEVEL 5	L99 253 NORTHBOURNE AVENUE		SL	15	S2	10	S3	10	S3	10	3
105	15	LEVEL 5	L100 253 NORTHBOURNE AVENUE		SL	15	S2,S3	10,10	S4	10	S4	10	4
106	15	LEVEL 5	L101 253 NORTHBOURNE AVENUE		SL	15							

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

Sheet No. 9 of 32

FLOOR PLAN

Block
11

Section
51

Division
LYNEHAM

FLOOR NUMBER

SUBSIDIARY INDEX & LEGEND

UNIT IDENTIFIER				SUBSIDIARIES								SUB TOTAL	
UNIT No.	SHEET No.	FLOOR	Door No.	STREET ADDRESS	YARD		BALCONY		CAR SPACE		STORE		
					SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	SUB No.	SHEET No.	
119	15	LEVEL 6	605	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
120	15	LEVEL 6	606	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
121	15	LEVEL 6	607	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
122	15	LEVEL 6	608	253 NORTHBOURNE AVENUE			S1	15	S2,S3	11,11	S4	10	4
123	15	LEVEL 6	609	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
124	15	LEVEL 6	610	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
125	15	LEVEL 6	611	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
126	15	LEVEL 6	612	253 NORTHBOURNE AVENUE			S1	15	S2,S3	10,10	S4	10	4
127	15	LEVEL 6	613	253 NORTHBOURNE AVENUE			S1	15	S2,S3	10,10	S4	10	4
128	15	LEVEL 6	614	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
129	15	LEVEL 6	615	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
130	15	LEVEL 6	616	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
131	15	LEVEL 6	617	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
132	15	LEVEL 6	618	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
133	15	LEVEL 6	619	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
134	15	LEVEL 6	620	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
135	15	LEVEL 6	621	253 NORTHBOURNE AVENUE			S1	15	S2	10	S3	10	3
136	15	LEVEL 6	622	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
137	15	LEVEL 6	623	253 NORTHBOURNE AVENUE			S1,S2	15,15	S3,S4	10,10	S5	10	5
138	16	LEVEL 7	701	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5	10	5
139	16	LEVEL 7	702	253 NORTHBOURNE AVENUE			S1,S2,S3	16,16,16	S4	10	S5	10	5
140	16	LEVEL 7	703	253 NORTHBOURNE AVENUE			S2	16	S2	10	S3	10	3
141	16	LEVEL 7	704	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
142	16	LEVEL 7	705	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
143	16	LEVEL 7	706	253 NORTHBOURNE AVENUE			S1	16	S2,S3	10,10	S4	10	4
144	16	LEVEL 7	707	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
145	16	LEVEL 7	708	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
146	16	LEVEL 7	709	253 NORTHBOURNE AVENUE			S1	16	S2,S3	10,10	S4	10	4
147	16	LEVEL 7	710	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
148	16	LEVEL 7	711	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
149	16	LEVEL 7	712	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
150	16	LEVEL 7	713	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
151	16	LEVEL 7	714	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
152	16	LEVEL 7	715	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
153	16	LEVEL 7	716	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
154	16	LEVEL 7	717	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5,S6	10,10	6
155	16	LEVEL 7	718	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5	10	5
156	16	LEVEL 7	719	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5	10	5
157	16	LEVEL 7	720	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5	10	5
158	16	LEVEL 7	721	253 NORTHBOURNE AVENUE			S1	16	S2	10	S3	10	3
159	16	LEVEL 7	722	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5,S6	10,10	6
160	16	LEVEL 7	723	253 NORTHBOURNE AVENUE			S1,S2	16,16	S3,S4	10,10	S5	10	5
161	11	GROUND	601	253 NORTHBOURNE AVENUE	S1	11					S2	11	2
162	11	GROUND	602	253 NORTHBOURNE AVENUE	S1	11					S2	10	2
163	11	GROUND	603	253 NORTHBOURNE AVENUE	S1	11					S2	10	2
164	11	GROUND	604	253 NORTHBOURNE AVENUE	S1	11					S2	11	2
165	12	LEVEL 1	101	259 NORTHBOURNE AVENUE			S1	12			S2	12	2
166	12	LEVEL 1	102	259 NORTHBOURNE AVENUE			S1	12			S2	10	2
167	12	LEVEL 1	103	259 NORTHBOURNE AVENUE			S1	12			S2	10	2
168	12	LEVEL 1	104	259 NORTHBOURNE AVENUE			S1	12			S2	12	2
169	13	LEVEL 2	201	259 NORTHBOURNE AVENUE			S1	13			S2	13	2
170	13	LEVEL 2	202	259 NORTHBOURNE AVENUE			S1	13			S2	10	2
171	13	LEVEL 2	203	259 NORTHBOURNE AVENUE			S1	13			S2	10	2
172	13	LEVEL 2	204	259 NORTHBOURNE AVENUE			S1	13			S2	13	2
173	11	GROUND	606	253 NORTHBOURNE AVENUE					S1	10			1
174	11	GROUND	607	253 NORTHBOURNE AVENUE					S1	10			1
175	11	GROUND	608	253 NORTHBOURNE AVENUE					S1	10			1
176	10	GROUND	609	253 NORTHBOURNE AVENUE					S1	10			1

LEGEND

CLASS A UNIT BOUNDARIES & FLOOR AREAS ARE TO THE CENTRELINE OF WALLS, UNLESS NOTED OTHERWISE. THE WALL CENTRELINE WAS ESTIMATED TO DETERMINE THE UNIT FLOOR AREA. THE FLOOR AREA IS SHOWN FOR THE PURPOSE OF THE UNITS PLAN ONLY & MUST NOT BE USED FOR ANY OTHER PURPOSE. ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY.

- B DENOTES BALCONY
- C DENOTES CAR SPACE ABOUT 1m² IN AREA, UNLESS SHOWN OTHERWISE.
- CC DENOTES CAR SPACE SUBSIDIARY BOUNDARY ALONG COLUMN CENTRE LINE
- CF DENOTES CAR SPACE SUBSIDIARY BOUNDARY ALONG COLUMN FACE
- CP DENOTES COMMON PROPERTY
- CONC DENOTES CONCRETE
- FW DENOTES CAR SPACE SUBSIDIARY BOUNDARY ALONG FACE OF WALL
- LCW DENOTES LOW CONCRETE WALL
- MF DENOTES METAL FENCE
- P DENOTES CAR SPACE WITH "PARK LIFT" ABOUT 1m² UNLESS NOTED OTHERWISE
- R DENOTES METAL STORE ROOM ABOUT 1m² UNLESS NOTED OTHERWISE
- WR DENOTES WASTE ROOM (COMMON PROPERTY)
- UR DENOTES UTILITIES ROOM (COMMON PROPERTY)
- Y DENOTES YARD
- # DENOTES CAR SPACE DIMENSION FROM FACE OF CONCRETE HOBB

YARD SUBSIDIARY BOUNDARIES ARE ALONG THE OUTSIDE FACE OF BUILDING WALLS & CENTRELINE OF DIVIDING FENCES, UNLESS SHOWN OTHERWISE

YARDS ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE ABOVE UNIT'S BALCONY SLAB.

YARDS OF UNITS 1-5 ARE LIMITED IN DEPTH TO THE TOP OF THEIR RESPECTIVE YARD'S CONCRETE SLAB. YARDS OF UNITS 161-184 ARE LIMITED IN DEPTH TO 1 METER BELOW THE UNITS RESPECTIVE FLOOR.

BALCONIES ARE LIMITED IN HEIGHT FROM THE RESPECTIVE BALCONY FLOOR, TO THE PROJECTION OF THE UNDERSIDE OF THE UNIT ABOVE OR TO 3m ABOVE THE RESPECTIVE BALCONY FLOOR, WHICHEVER IS LOWER.

CAR SPACE SUBSIDIARY BOUNDARIES ABOUT THE INSIDE FACE OF BASEMENT WALLS AND/OR FACE OF STORAGE ROOMS/CAGES, UNLESS SHOWN OTHERWISE.

WHERE CAR SPACE SUBSIDIARY BOUNDARIES ABOUT STRUCTURES, THE LONG BOUNDARIES ARE PARALLEL TO EACH OTHER, UNLESS SHOWN OTHERWISE.

WHERE CAR SPACE SUBSIDIARY BOUNDARIES DO NOT ABUT STRUCTURES, CAR SPACE SUBSIDIARY BOUNDARIES ARE PARALLEL AND PERPENDICULAR TO EACH OTHER. THE DIMENSIONED WIDTH AT THE FRONT OF CAR SPACE SUBSIDIARY BOUNDARIES IS THE SAME AS AT THE REAR.

WHERE A CAR SPACE SUBSIDIARY ABUTS A STORAGE ROOM, THE SIDE BOUNDARY OF THE CAR SPACE MAY NOT LINE UP WITH THE SIDE OF THE STORAGE ROOM BUT IS DEFINED BY DIMENSIONS FROM WALLS OR COLUMNS, UNLESS NOTED OTHERWISE.

COLUMNS ARE COMMON PROPERTY, ARE SHOWN FOR INFORMATION ONLY AND ARE NOT USED TO DEFINE SUBSIDIARY BOUNDARIES, UNLESS NOTED OTHERWISE.

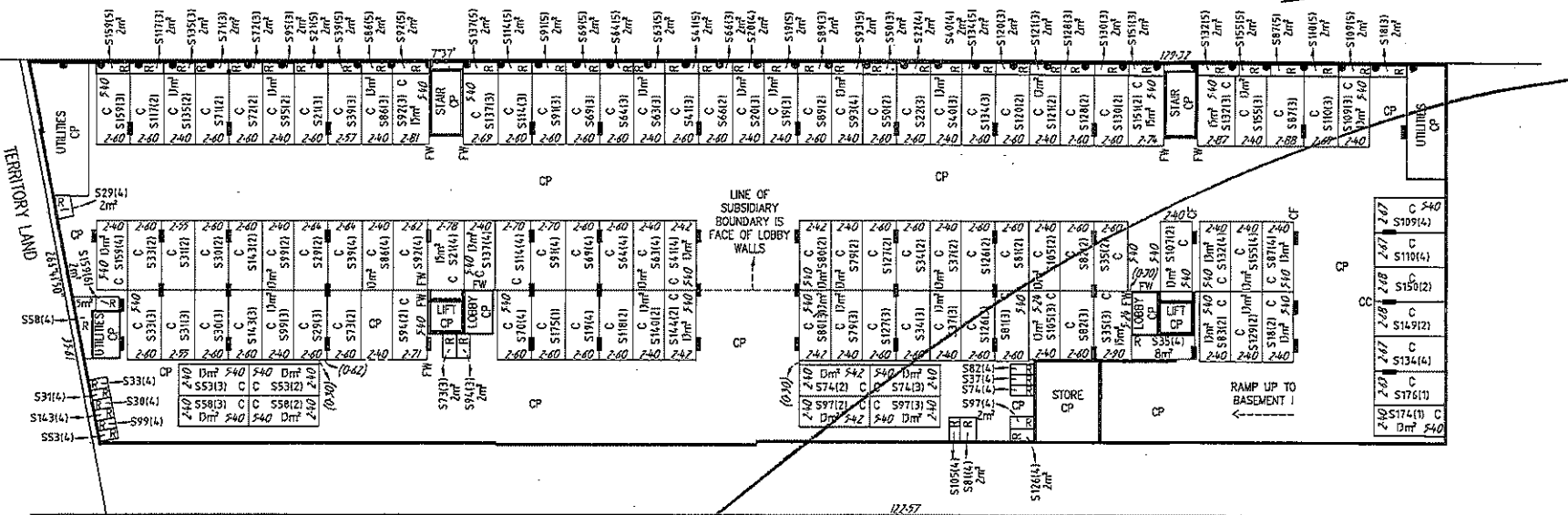
ALL MECHANICAL, STRUCTURAL, ELECTRICAL AND OTHER ELEMENTS OF THE "PARKLIFT" CAR PARKING (P), INCLUDING ANY ATTACHMENTS AND FIXINGS THEREON ARE COMMON PROPERTY.

East
XI ME
Alumina Property Pty Ltd
ACN: 610083684
Sole Director

V Vally
Lyn Tamkay
is delegate of the Planning and Land Authority in exercising its functions

BASEMENT 2

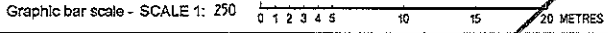
SEE SHEET 9 FOR LEGEND



LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 10	of 33
FLOOR PLAN	
Block II	
Section 51	
Division LYNEHAM	
FLOOR NUMBER BASEMENT 2 & BASEMENT 1	

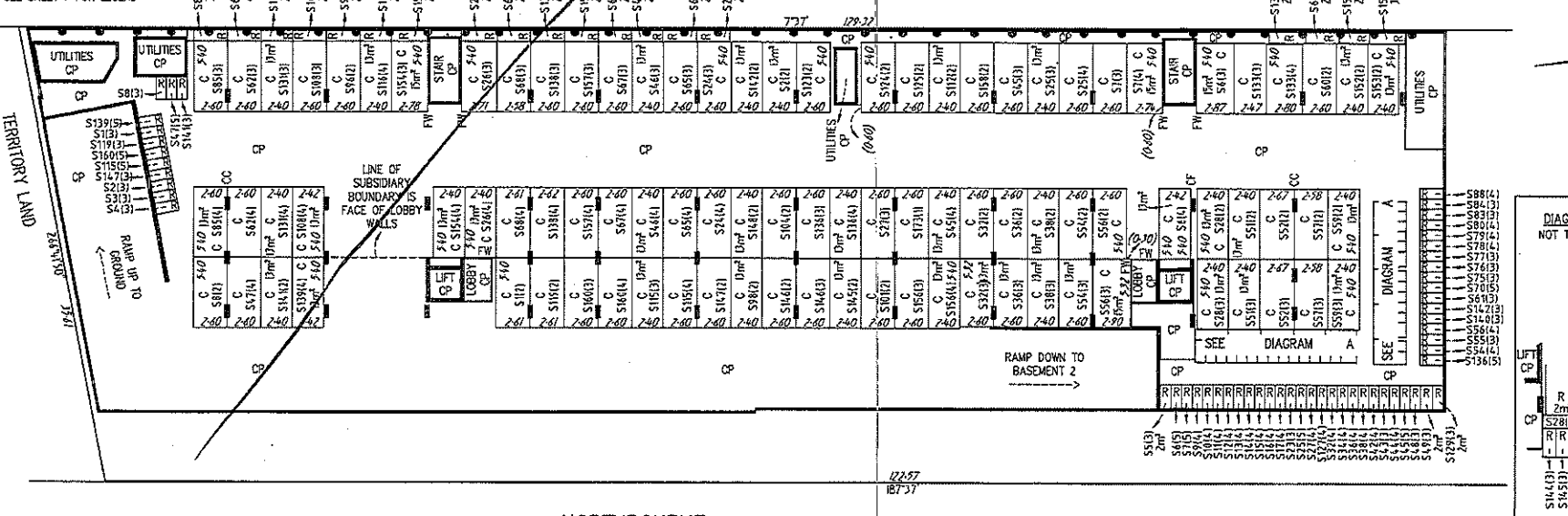
S.M.H.
X1 HE
Albama Property Pty Ltd
ACH/610-83684
Sole Director

Replacement Sheet Issued
Refer ALUP 3026971
Registered 08/10/2020

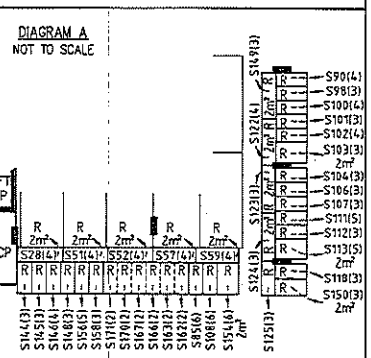


BASEMENT 1

SEE SHEET 9 FOR LEGEND

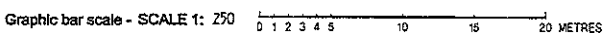


Wally
Lyn Tankey
is delegate of the Planning and Land
Authority in exercising its functions



Form 3

Form 091 - FP

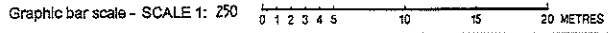
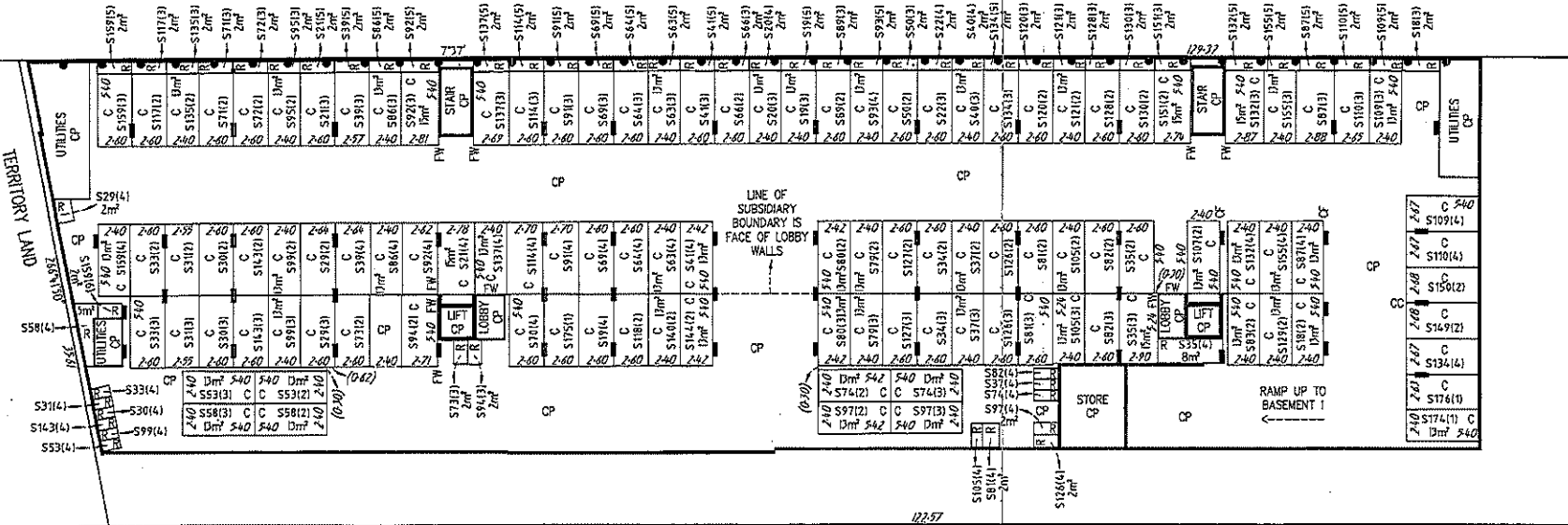


UNITS PLAN No.

12312

BASEMENT 2

SEE SHEET 9 FOR LEGEND



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

Sheet No. 12 of 33

FLOOR PLAN

Block II

Section 51

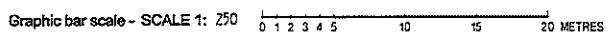
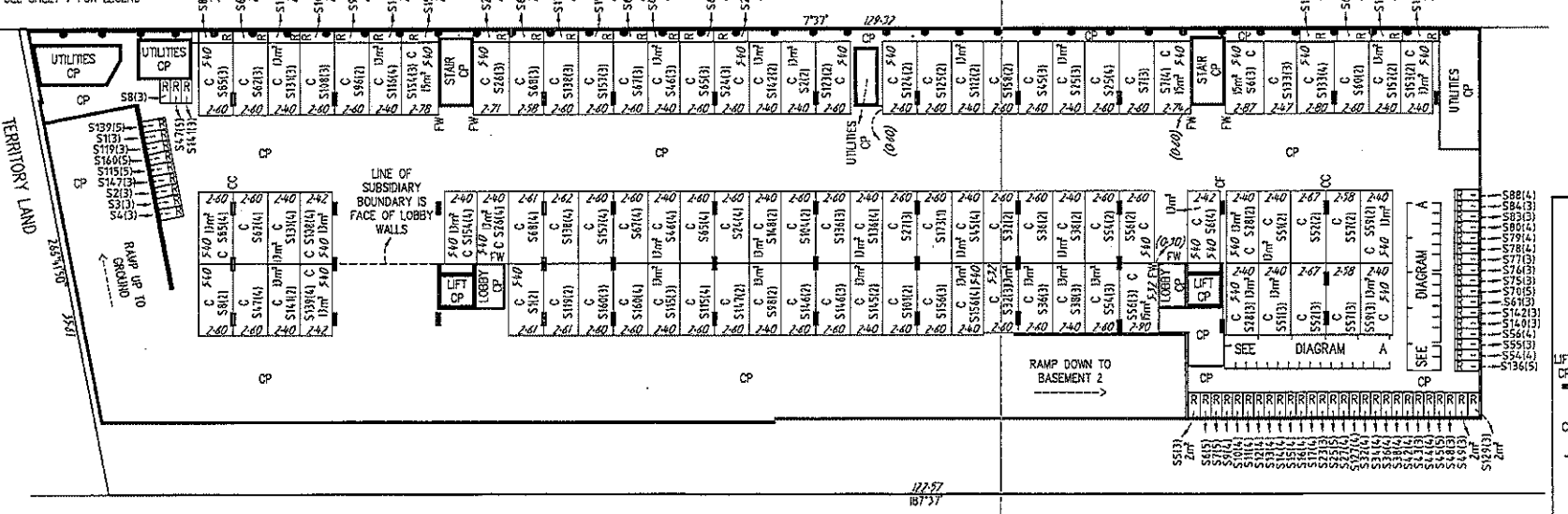
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FLOOR NUMBER
BASEMENT 2 & BASEMENT 1

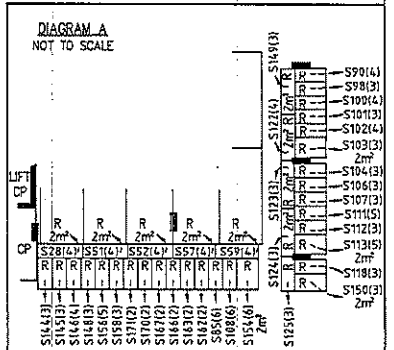
Xi He
Alumina Property Pty Ltd
610 883-884
X Sole Director

BASEMENT 1

SEE SHEET 9 FOR LEGEND



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

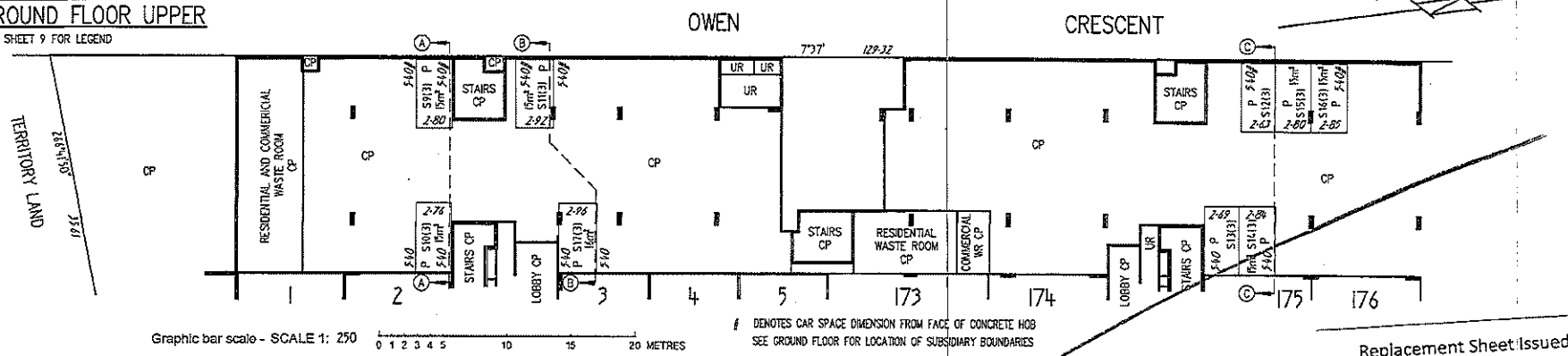


Form 3
Form 091 - FP

UNITS PLAN No.
12312

**DIAGRAM A
GROUND FLOOR UPPER**

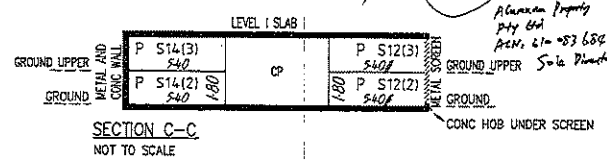
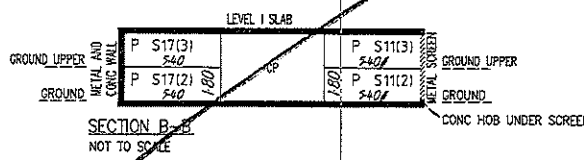
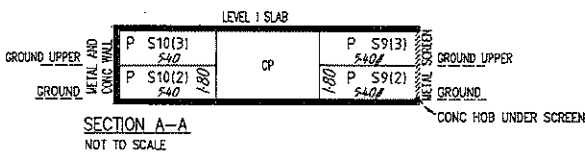
SEE SHEET 9 FOR LEGEND



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DENOTES CAR SPACE DIMENSION FROM FACE OF CONCRETE HOB
SEE GROUND FLOOR FOR LOCATION OF SUBSIDIARY BOUNDARIES

DENOTES CAR SPACE DIMENSION FROM FACE OF CONCRETE HOB

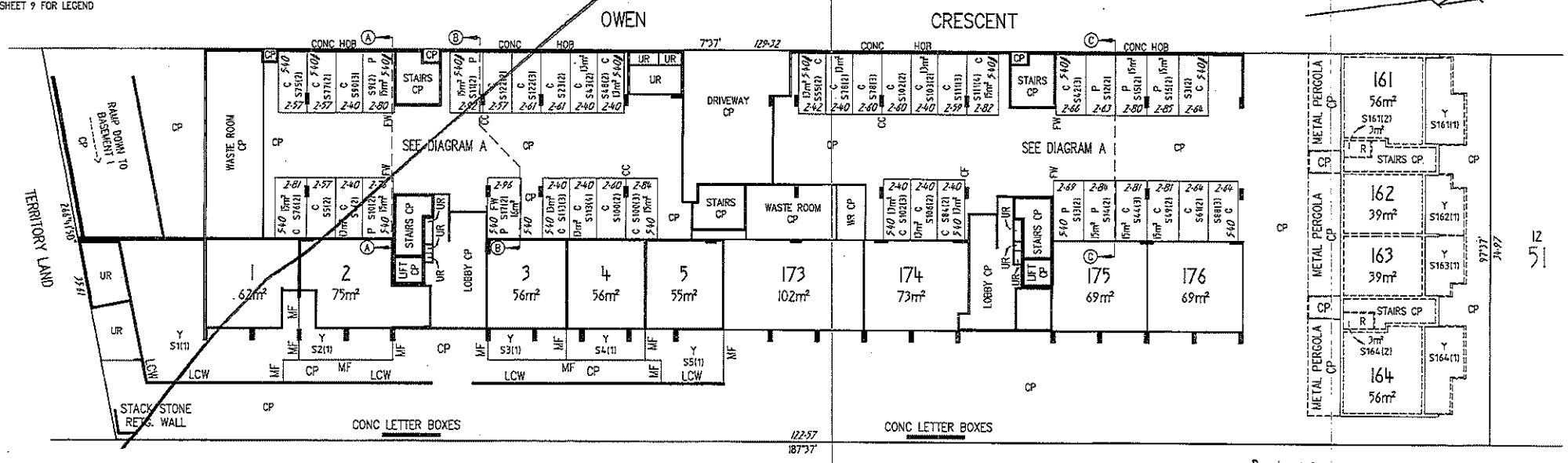


Replacement Sheet Issued
Refer ALUP 3026971
Registered 08/10/2020

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K. HE
Alluvium Property
pty ltd
Per. 21-83 684
Solo Planner

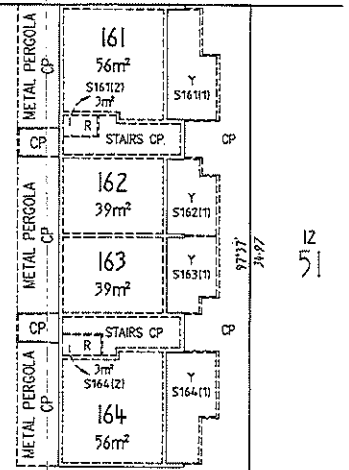
GROUND FLOOR PLAN

SEE SHEET 9 FOR LEGEND



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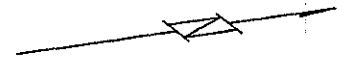
Form 3
Form 091 - FP

NORTHBOURNE AVENUE

Handwritten signature: Lyn Tankey
deputate of the Planning and Land
Tribunal in exercising its functions

UNITS PLAN No.
12312

Replacement Sheet Issued
 Refer ALUP 3026971
 Registered 08/10/2020



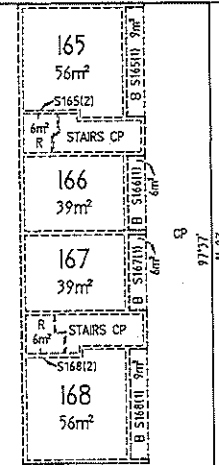
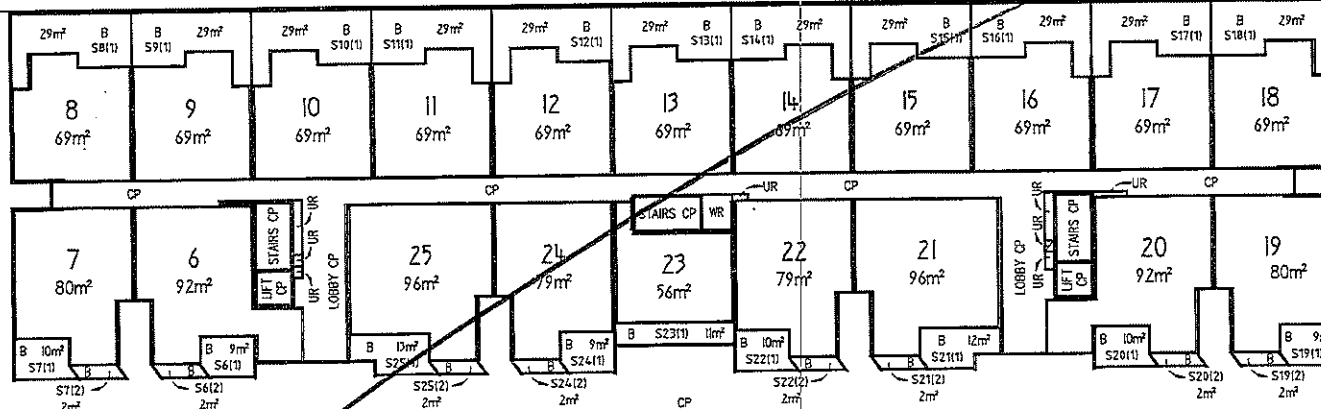
LAND TITLES
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate
Sheet No. 12 of 33
FLOOR PLAN
Block 11
Section 51
Division LYNEHAM
FLOOR NUMBER LEVEL 1

SEE SHEET 9 FOR LEGEND

OWEN

CRESCENT

TERRITORY LAND



12
 51

NORTHBOURNE

AVENUE

[Signature]
 X1 HE
 ALUMINA PROPERTY PTY LTD
 ACN: 610083084
 SOLE DIRECTOR

[Signature]
 Lyn Troake
 Director of the Planning and Land
 exercising its functions

UNITS PLAN No.
 12312

Form 3

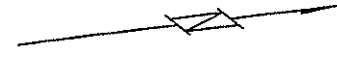
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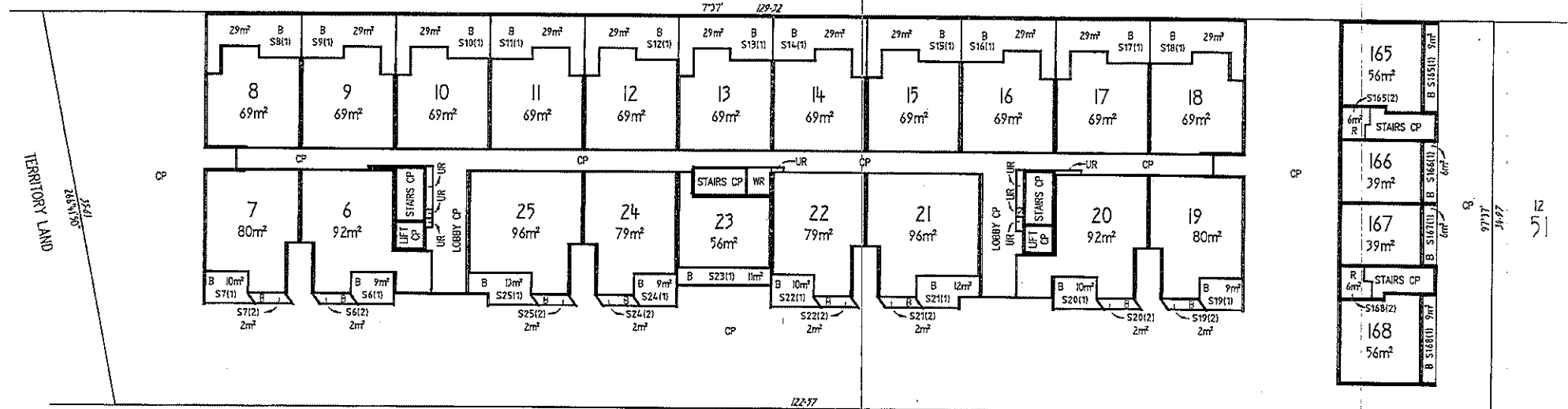
LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 12	of 23
FLOOR PLAN	
Block II	
Section 51	
Division LYNEHAM	
FLOOR NUMBER LEVEL 1	

SEE SHEET 9 FOR LEGEND



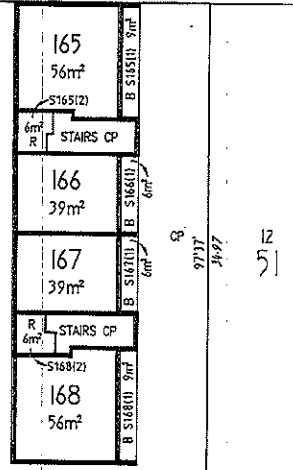
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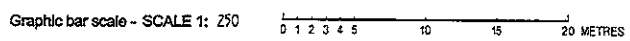


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 Alumna Property Rental
 610 083 684
 Sole Director

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

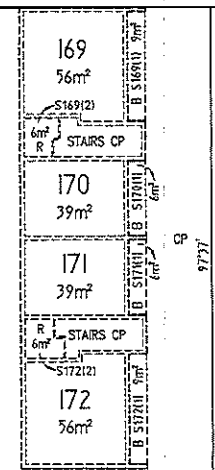
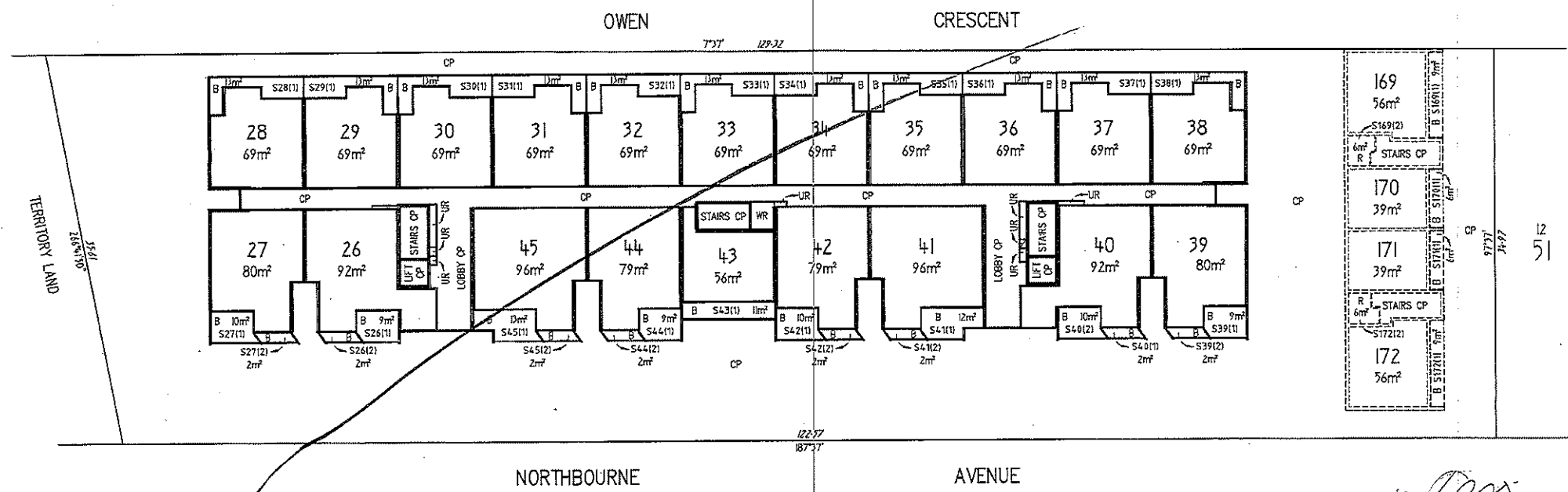
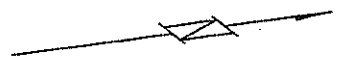
UNITS PLAN No.
 12312

Form 3
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LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No.	D of 23
FLOOR PLAN	
Block	II
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 2
SEE SHEET 9 FOR LEGEND	

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Refer ALUP 3026971
Registered 08/10/2020



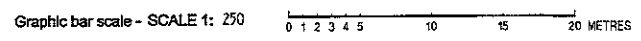
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[Signature]
THE
ALUMINA PROPERTY PTY LTD
ACN: 610 083684
SOLE DIRECTOR

[Signature]
Lyn Finkey
a delegate of the Planning and Land Authority in exercising its functions

UNITS PLAN No.
12312

Form 3
Form 091 - FP



FLOOR PLAN

Block

11

Section

51

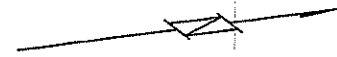
Division

LYNEHAM

FLOOR NUMBER

LEVEL 2

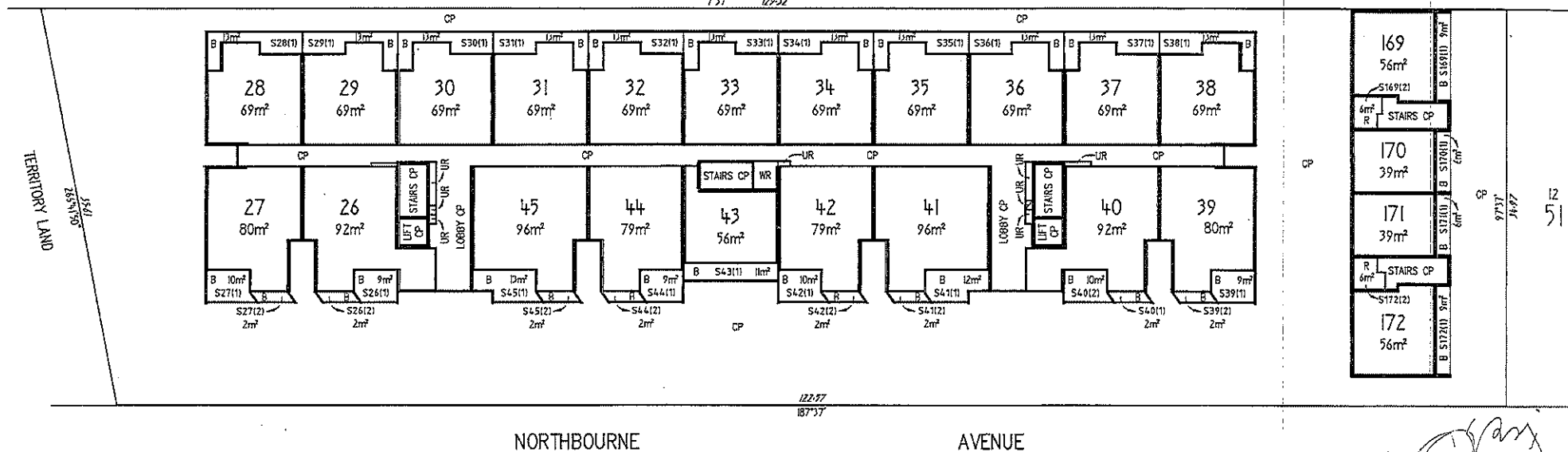
SEE SHEET 9 FOR LEGEND



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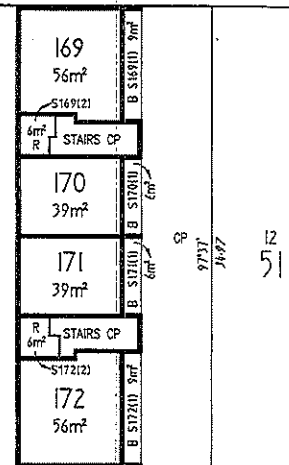
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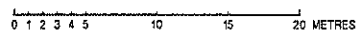


X *[Signature]*
Alumina Property Pty Ltd
610 083 684
Sole Director

Form 3

Form 091 - FP

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[Signature]
Lyn Tankey
Delegate of the Planning and Land
Authority in exercising its functions

UNITS PLAN No.

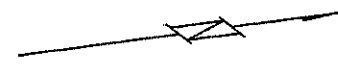
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LEVEL 3

SEE SHEET 9 FOR LEGEND

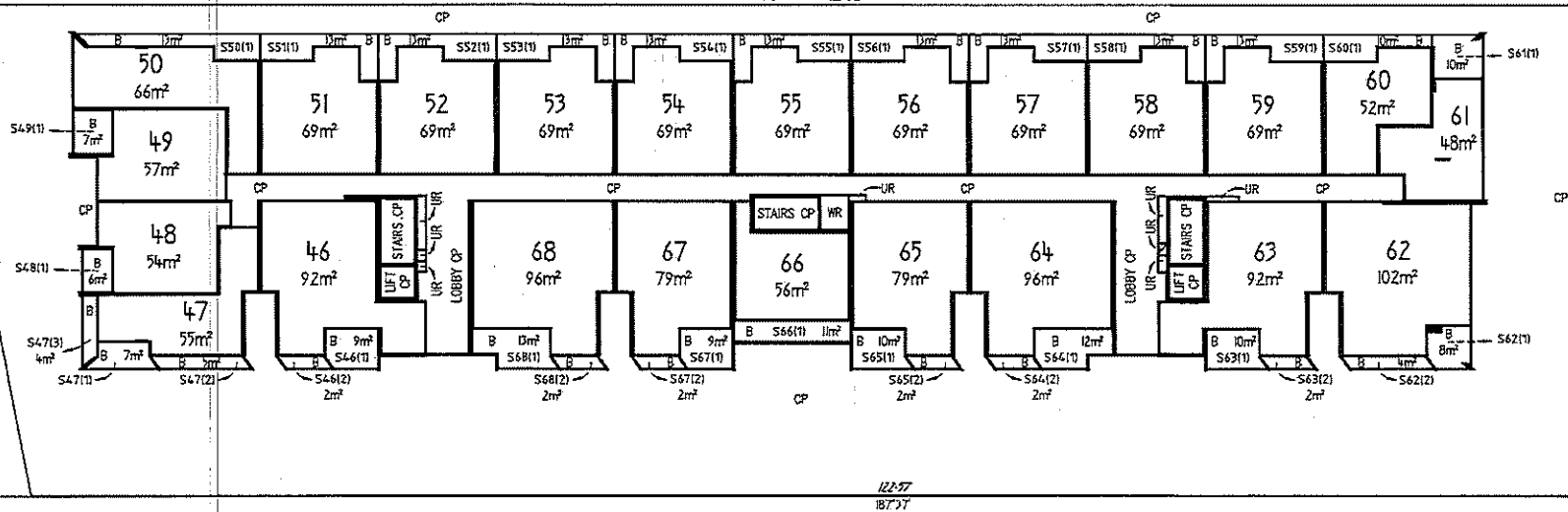
OWEN

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LAND TITLES	
ACCESS CANBERRA	
Chief Minister, Treasury and Economic Development Directorate	
Sheet No. <u>16</u> of <u>33</u>	
FLOOR PLAN	
Block	11
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 3 & LEVEL 4

TERRITORY LAND



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 XI HE
 ALUMINA PROPERTY MGMT
 ACN: 010 083 684
 SOLE DIRECTOR

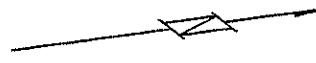
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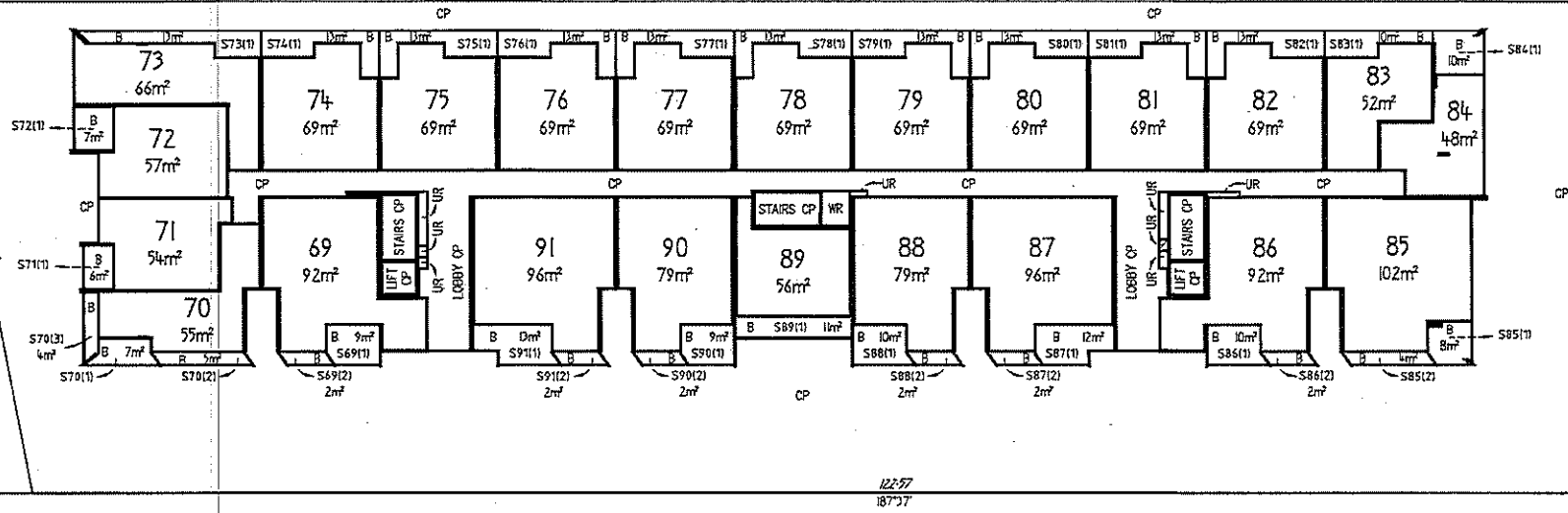
SEE SHEET 9 FOR LEGEND

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TERRITORY LAND



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51

Form 3

Form 091 - FP

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NORTHBOURNE

AVENUE

[Signature]
 Lyn Tanker
 delegate of the Planning and Land Authority in exercising its functions

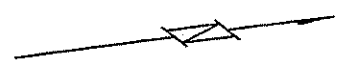
UNITS PLAN No.
 12312

LEVEL 5

SEE SHEET 9 FOR LEGEND

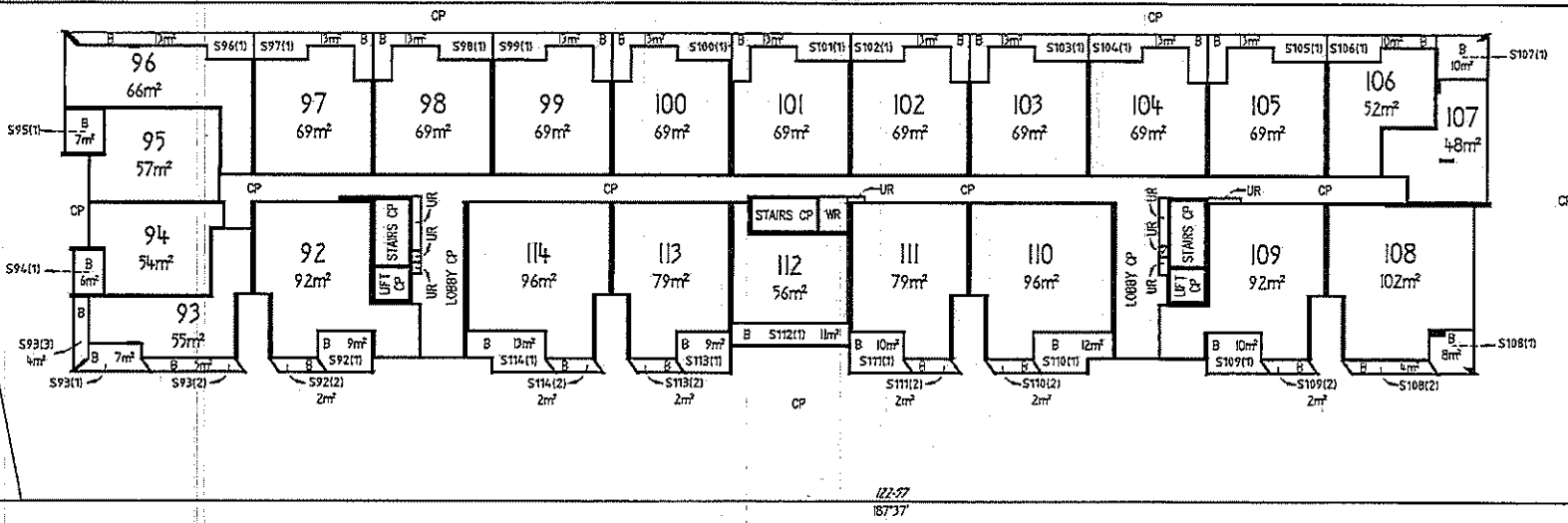
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LAND TITLES	
ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 15	of 23
FLOOR PLAN	
Block 11	
Section 51	
Division LYNEHAM	
FLOOR NUMBER LEVEL 5 & LEVEL 6	

TERRITORY LAND



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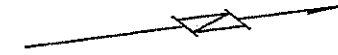
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ALUMINA PROPERTY PTY LTD
ACN: 610083624
SAGE DIRECTOR

LEVEL 6

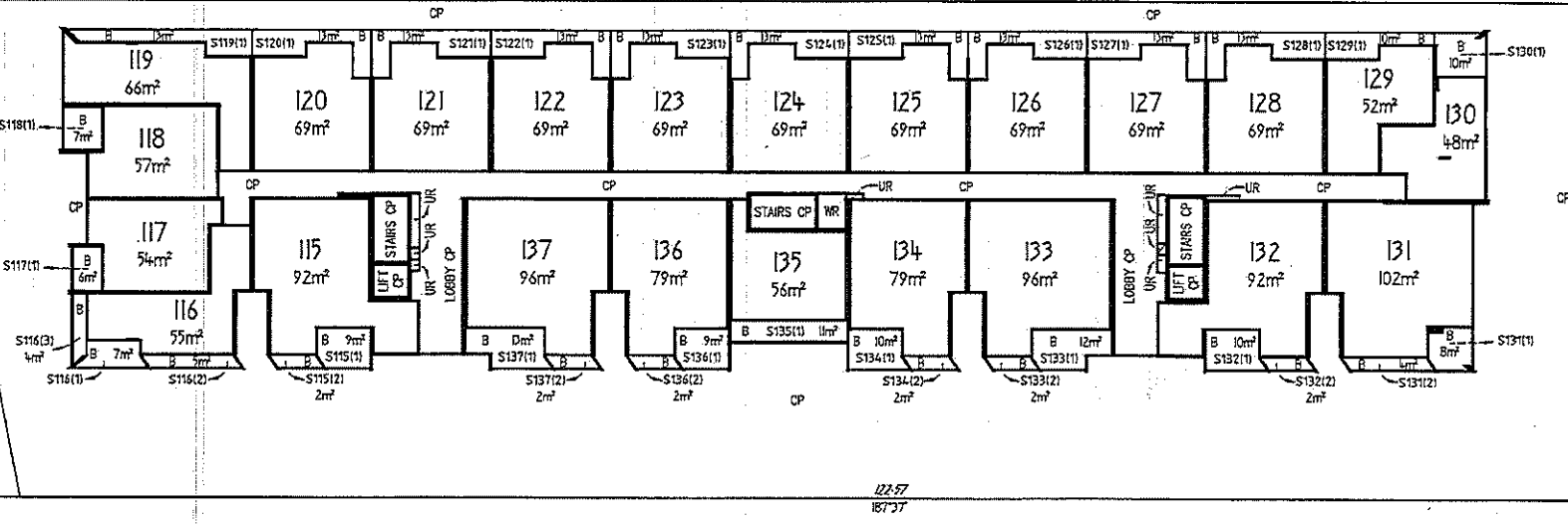
SEE SHEET 9 FOR LEGEND

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TERRITORY LAND



Graphic bar scale - SCALE 1: 250 0 1 2 3 4 5 10 15 20 METRES

Form 3
Form 091 - FP

NORTHBOURNE

AVENUE

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

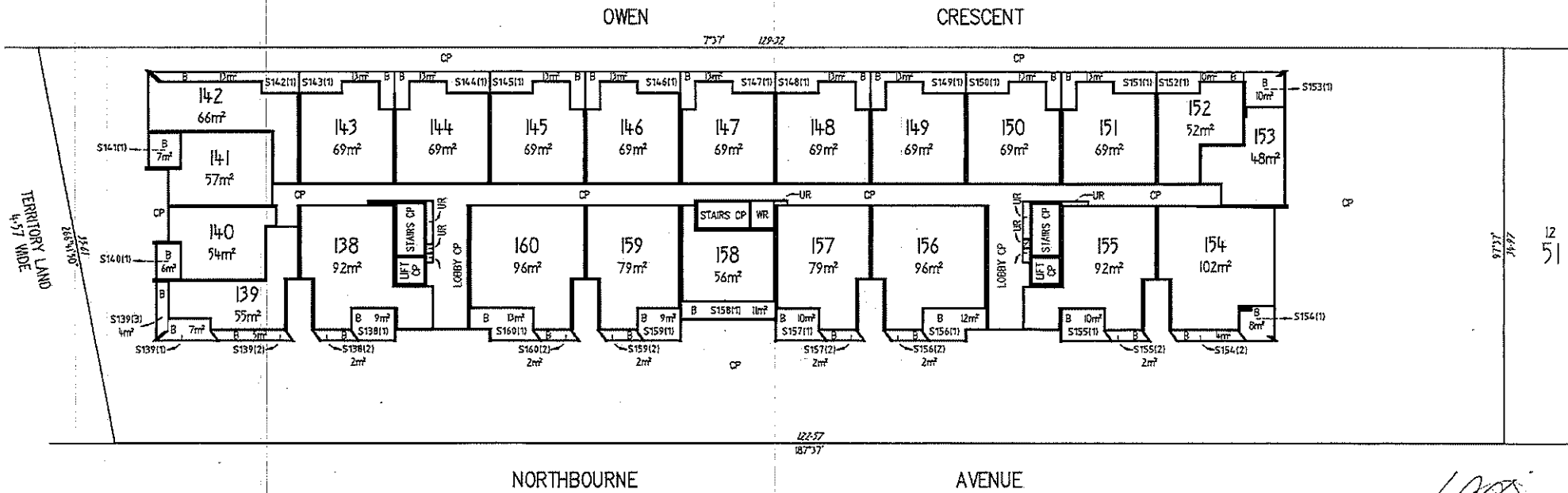
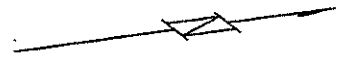
UNITS PLAN No.
12312

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FLOOR PLAN

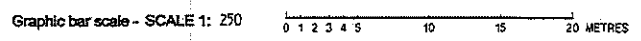
Block	11
Section	51
Division	LYNEHAM
FLOOR NUMBER	LEVEL 7

SEE SHEET 9 FOR LEGEND



[Signature]
XI HE
ALUMINA PROPERTY PTY LTD
ACN: 610 083 684
SOLE DIRECTOR

Form 3
Form 091 - FP



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

UNITS PLAN No.
12312

Form 4

Revised 1/7/03

Land Titles (Units Titles) Act 1970

UNITS PLAN NO 12312

Block 11 Section 51 Division of LYNEHAM

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

- | | | |
|---------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the first day of July Two thousand one hundred and nineteen. |
| 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. |
| STAGING | 3. | Each Lessee of each of the Units Nos 1 to 176 inclusive shall on or before the first day of July Two thousand and twenty four or within such further time as may be approved in writing by the Planning and Land Authority ("the Authority") complete the erection of each unit (with the necessary and usual appurtenances outbuildings and fences) in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority and in accordance with every applicable Statute Ordinance or Regulation. |
| | 4. | Each Lessee of each of the Units Nos 1 - 176 inclusive covenants with 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 the 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 |

W [Signature]

of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the Planning and Development Act 2007 and the Unit Titles Act 2001;

- PURPOSE (c) To use units 1 - 176 for one or more of the following purposes:
- (i) community use;
 - (ii) guest house;
 - (iii) hotel;
 - (iv) indoor recreation facility;
 - (v) motel;
 - (vi) non-retail commercial use EXCLUDING office;
 - (vii) residential use EXCLUDING secondary residence and single dwelling housing;
 - (viii) serviced apartment; and
 - (ix) shop;
- PROVIDED ALWAYS THAT business agency and shop are limited to a maximum gross floor area of 100 square metres per tenancy;
- NOISE MANAGEMENT (d) That the Lessee must, prior to the use of the premises for hotel and indoor recreation facility 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 (e) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (f) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (g) 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 (h) 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 of land or make any structural alterations to the unit;

- REPAIR (i) 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 Unit Titles Act 2001;
- FAILURE TO REPAIR (j) 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 (k) 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 (l) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;
- PRESERVATION OF TREES (m) That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
- (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
- (ii) to which the Tree Protection Act 2005, applies;
- MINERALS AND WATER (n) All minerals on or in the parcel of land and the right to the use, flow and control of ground water under the surface of the parcel of land are reserved to the Territory.

5. The Commonwealth covenants with each of the Lessees of all the units as follows:

QUIET
ENJOYMENT

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

6. It is mutually covenanted and agreed by the Commonwealth and each of the Lessees of all the units as follows:

TERMINATION

(a) That if:

- (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or
- (ii) the unit to be constructed by the Lessee pursuant to this lease is not completed by the Lessee within the time specified in Clause 3 of this lease; or
- (iii) 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
- (iv) the Lessee shall fail to observe or perform any other of the covenants contained in this lease on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Authority specifying the nature of such breach

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

ACCEPTANCE OF (b)
RENT

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

W [Signature]

- FURTHER LEASE (c) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- NOTICES (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;
- EXERCISE OF POWERS (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
- (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

7. In this schedule unless the contrary intention appears:

- (a) "apartment" means a dwelling located within a building containing two or more dwellings and which is not an attached house;
- (b) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (c) "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;
- (d) "bulky goods retailing" means a shop which includes a loading dock within the building, and where the goods or materials sold or displayed are of such a size, shape or weight as to require:
 - (i) a large area for handling, storage or display; and/or

- (ii) direct vehicular access to the site by members of the public, for the purpose of loading goods or materials into their vehicles after purchase, but does not include any shop used primarily for the sale of food or clothing;
- (e) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (f) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (g) "child care centre" means the use of the parcel of land for the purpose of educating, supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young People Act 2008 or authorised pursuant to the Education and Care Services National Law (ACT) Act 2011 and which does not include residential care;
- (h) "class" for a building or structure, means the class of building or structure under the building code as defined in the Building Act 2004;
- (i) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (j) "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;
- (k) "community theatre" means the use of the parcel of land for a theatre, cinema, concert hall, auditorium or theatrette run by non-profit organisations;
- (l) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, and religious associated use;

w [Signature]

- (m) "cultural facility" means the use of the parcel of land for the purpose of cultural activities to which the public normally has access, but does not include a shop for art, craft or sculpture dealer;
- (n) "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;
- (o) "dwelling":
 - (i) means a class 1 building, or a self-contained part of a class 2 building, that:
 - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
 - (1) not more than 2 kitchens;
 - (2) at least 1 bath or shower;
 - (3) at least 1 toilet pan; and
 - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
 - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (p) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (q) "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;

W [Signature]

- (r) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls, or from the centre lines of walls separating the building from any other building, excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (s) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;
- (t) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out-patients only;
- (u) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (v) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (w) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (x) "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

w [Signature]

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;
- (y) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (z) "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;
- (aa) "non-retail commercial use" means business agency, financial establishment, office and public agency;
- (bb) "personal service" means a shop used primarily for selling services and in which the sale of goods is ancillary to the service provided;
- (cc) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (dd) "premises" means the parcel of land building and all other improvements on the parcel of land;
- (ee) "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;
- (ff) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;

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- (gg) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;
- (hh) "residential use" means a caretaker's residence, multi-unit housing, residential care accommodation, retirement village, retirement village scheme, secondary residence, single dwelling housing and supportive housing;
- (ii) "retail plant nursery" means a shop used for the propagation and sale of plants, shrubs, trees and garden supplies;
- (jj) "retirement village" means premises where older members of the community or retired people live, or will live, in independent living units or serviced units, under a retirement village scheme;
- (kk) "retirement village scheme", for a retirement village, means a scheme under which a person may:
- (i) enter a residence contract with the scheme operator for the retirement village; and
 - (ii) on payment of an ingoing contribution, acquire personally or for someone else a right to live in the retirement village, however the right accrues; and
 - (iii) on payment of the relevant charge, acquires personally or for someone else a right to receive one (1) or more services in relation to the retirement village;
- (ll) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (mm) "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, and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (nn) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;

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- (oo) "supermarket" means a large shop selling food and other household items where the selection of goods is organised on a self-service basis;
- (pp) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings. The term does not include a retirement village or student accommodation;
- (qq) "take-away food shop" means a shop, which is predominantly for the preparation of food and refreshments for consumption elsewhere;
- (rr) "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);
- (ss) "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;
- (tt) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (uu) words in the singular include the plural and vice versa;
- (vv) words importing one gender include the other genders;

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w [Signature]

(ww) 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...*Twenty ninth*..... day of*July*.....2020.

Lyn Tankey

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

Lessee: **ALUMUNA PROPERTY PTY LTD ACN 610 083 684**

[Signature]
X1 HE
Alumuna Property Pty Ltd
ACN 610083 684
Sole Director

Form 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 12312

Block 11 Section 51 Division of LYNEHAM

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

1. The term of the lease expires on the first day of July Two thousand one hundred and nineteen.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. The Owners - Units Plan No. 12312 ("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 permit the builders their servants and agents to build construct erect and provide by the first day of July Two thousand and twenty four or within such further time as may be approved in writing by the Authority the following services and facilities on the common property:
 - (i) storage areas covered carparking hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants water supply pipes hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (ii) landscaping work in accordance with plans and specifications prepared by the builders and previously submitted to and approved in writing by the Authority;
 - (iii) all necessary electrical and telephone cables and wires to be placed underground in accordance with plans and

w [Signature]

specifications prepared by the builders and previously submitted to and approved in writing by the Authority; and

- (iv) all other necessary improvements and services that the Authority may require the builders to build erect construct or provide;
- (c) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;
- (d) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporation's cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (e) 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;
- (f) 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;
- (g) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings or parts of buildings landscaping hardstanding carparking 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;
- (h) Not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (i) 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;

w [signature]

- (j) That the Owners Corporation shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building;
 - (ii) to which the Tree Protection Act 2005, applies;
 - (k) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
 - (l) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
 - (m) 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.
4. 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;

W [Signature]

- (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
 - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development 2007.
5. 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) "builders" means ALUMUNA PROPERTY PTY LIMITED of Level 2, 54 Marcus Clarke Street, Canberra City in the Australian Capital Territory their servants and agents and the servants and agents of each of them;
 - (c) "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;
 - (d) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
 - (e) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 12312';
 - (f) "premises" means the parcel of land building and all other improvements on the parcel of land;
 - (g) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;

w [Signature]

- (h) "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);
- (i) "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;
- (j) words in the singular include the plural and vice versa;
- (k) words importing one gender include the other genders;
- (l) 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 Twenty ninth day of July 2020.



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

Lessee: **ALUMUNA PROPERTY PTY LTD ACN 610 083 684**



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ALUMUNA PROPERTY PTY LTD
ACN 610 083 684
SOLE DIRECTOR

JWLAND

DEVELOPMENT STATEMENT

Staging Plan for Block 11 Section 51

(1)(a)

Description of the Land:

The land is known as Block 11 Section 51 formally Bloc 3 Section 115, The block address is currently 253 and 259 Northbourne Avenue Lyneham.

(1)(b)

DA:

The Development Application for the redevelopment of Block 11 Section 51 consisting of 160 apartments, 4 Commercial and 12 heritage units was approved 4th July 2019 DA 201732729 – S197D.

The built form comprises the following:

- 160 apartments across 8 levels with basement car parking and 4 ground floor commercial units; and
- 12 heritage regenerated apartments across 3 levels.

(1)(c)

Staging Overview:

(i)

Description of Works:

The Development is to be carried out in 2 Stages in accordance with the following staging schedule and staging plans.

A copy of the staging plans is included in *Attachment 1*.

Management aspects of each stage are detailed overleaf.

Stage 1:

Number of Units	160 residential 4 commercial
Buildings	A
Units	1 - 160 (residential) & 173 -176 (commercial)
Commencement Date	03/11/2017
Completion Date	03/07/2020

Description of Work:

Construction of Building A and associated landscaped works, in accordance with the DA approved plans.

In addition to the construction of Building A the following works will have been undertaken:

- Driveway and verge works to part of the site servicing Building A providing vehicular access off Owen Crescent.
- Verge and landscaping works to part of the site servicing Building A
- Infrastructure works including relocation and recommissioning of sewer tie, water mains, electrical and gas connections of the Development, to individual units and common property as required

A copy of the staging plans is included at *Attachment 1*.

Access for Residents:

From completion of Stage 1, vehicular and pedestrian access to Building A is via Owen Crescent.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

Landscaping:

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans as attached.

Common Property:

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.

Stage 2:

Number of Units	12 Residential
Buildings	B
Units	161-172 (residential)
Commencement Date	04/03/2020
Completion Date	31/08/2020

Description of Work:

Construction of Building B and associated landscaped works, in accordance with the DA approved plans.

In addition to the construction of Building B the following works will have been undertaken:

- Driveway landscape works to part of the site servicing Building B
- Verge works to part of the site servicing Building B water, electrical and gas connections to individual units as required

A copy of the staging plans is included at *Attachment 1*.

Access for Residents:

From completion of Stage 2, vehicular and pedestrian access to Building B is via Owen Crescent.

Appropriate signage will be provided clearly indicating access arrangements.

Inter Stage Fencing:

Fencing between completed stages and stages under construction will be with chain mesh temporary fencing or timber hoarding. These fences will be located as per the respective staging plan boundaries and be in place until the adjoining stage has been issued with a Certificate of Occupancy.

Landscaping:

All landscaping within each stage, as indicated on the respective staging plan will be completed in accordance with the landscape plans and planting schedules as per the DA plans.

Common Property:

All Common Property within each stage, as indicated on the respective staging plan, will be completed in accordance with the DA plans as attached. All Common Property within each stage will be for the exclusive use of residents with only maintenance access required from time to time.

(ii) **Schedule of Commencement and Completion Dates:**

Stage Number	No of Units	Unit Numbers	Commencement Date	Completion Date
1	160 residential 4 commercial	1-160 & 173-176	03/11/2017	03/07/2020
2	12 Residential	161-172	04/03/2020	31/08/2020

(iii) **Arrangements for Access:**

Access arrangements have been designed to limit any inconvenience to residents, these include:

- Designated vehicular and pedestrian access for all residents from Owen Crescent including visitor parking.
- Designated pedestrian access following completion of the relevant stage.
- Designated construction access for both workers and deliveries separate to resident access.
- Detailed signage clearly identifying access arrangements.

(iv) **Permitted Users of Common Property:**

All Common Areas within any given stage will be fully completed in accordance with the DA Plans and be usable without limitations by all residents as intended. The permitted uses of common property during each stage is provided as per the DA.

(v) **Landscaping:**

Landscaping within each of the identified stage boundaries will be completed in accordance with DA documents prior to occupation of that stage.

(1)(d) **Developer's Undertaking**

(i) **Damage During Construction**

The Developer must pay the reasonable expenses incurred by the Owners Corporation in repairing any damage to the common property, or to units, in the completed stages of the development that is caused in carrying out the development.

(ii) **Expenses During Construction**

The Developer must pay any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or used telephone service in carrying out the development.

(1)(e) **Make Good**

The Developer must make good, as soon as practicable, any damage to the common property or units in the completed stages of the development that is caused in carrying out the development.

(1)(f) **Methods and Materials**

The standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths to be carried out in the development must not be inferior to or substantially different from those of the buildings and other works in the completed stages of the development.

(1)(g)

Survey

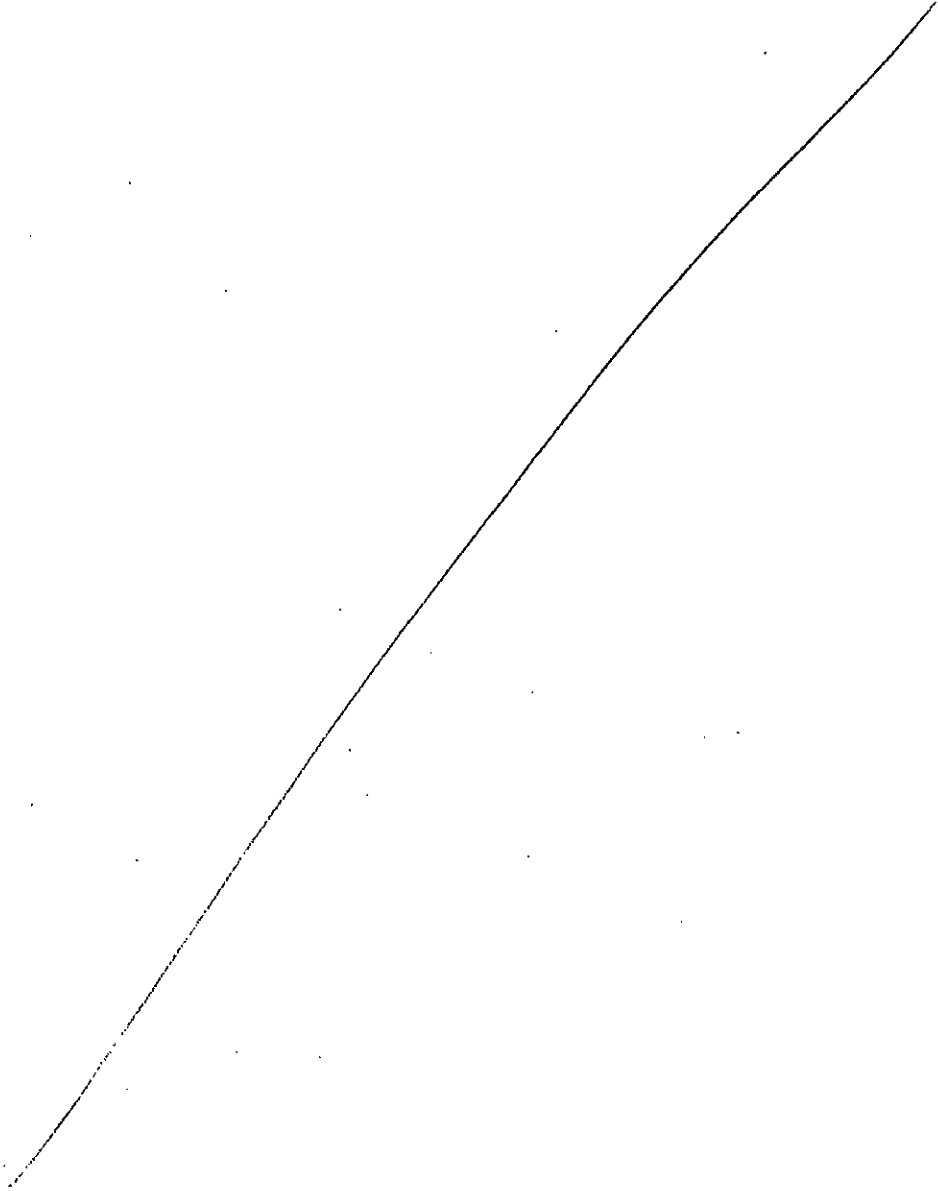
After the completion of any subsequent stage of the development, and after the completion of the entire development, ACTPLA must be provided with a report by a registered surveyor about the position of fully or partially completed buildings in relation to the boundaries of the units and of the parcel.


(2)


Appointment of Expenses Associated with Common Property:

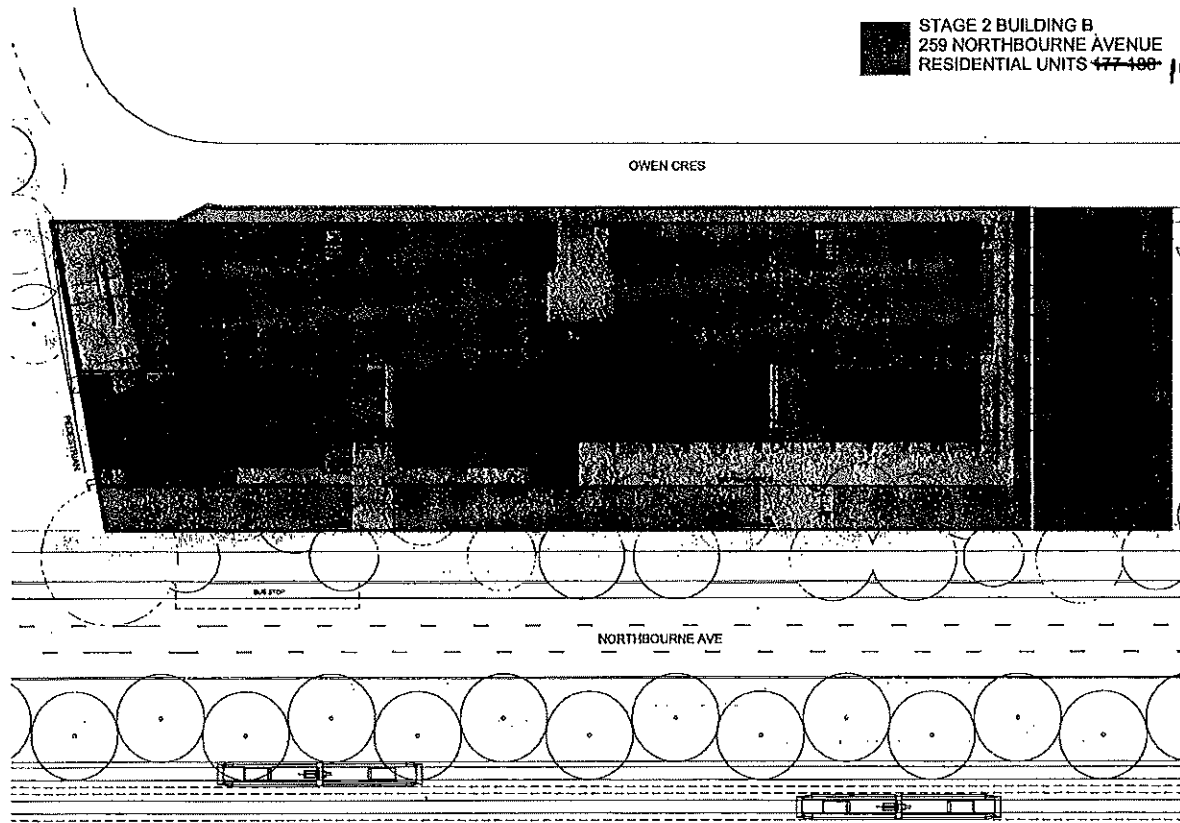
Expenses for the use or maintenance of the common property of the staged development shall be treated in accordance with the Unit Titles Act and associated legislation applying to Units plans.


ATTACHMENT 1




STAGE 1 BUILDING A
 253 NORTHBOURNE AVENUE
 RESIDENTIAL UNITS 1-160
 COMMERCIAL UNITS 173-176


STAGE 2 BUILDING B
 259 NORTHBOURNE AVENUE
 RESIDENTIAL UNITS ~~177-188~~ 161-172




EMBARK ON NORTHBOURNE
 BLOCK 3 SECTION 116 LYNEHAM

Drawing Title
MARKETING - GROUND

Drawing Number: **M-03**
 Revision: **H**
 Date: **27.03.20**
 Scale: **1:200 @ A1**

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ACT
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Environment and Planning

Canberra Town Planning Pty Ltd
Unit 5, 32 Lonsdale Street
BRADDON ACT 2612

Dear Canberra Town Planning Pty Ltd

BLOCK 3 SECTION 115 - LYNEHAM
Application Number: 201732729
Lessee: Alumuna Property Pty Ltd

I refer to the plans/information you submitted in response to conditions A1(a), A1(b), A1(c) and A1(d) of the Notice of Decision with respect to the above Development Application.

The plans/information now satisfy conditions A1(a), A1(b), A1(c) and A1(d) of the decision and have been endorsed to form part of the above Development Approval.

Note that a formal correction notice has been issued, dated 1 August 2018 which amends the Notice of Decision.

Enclosed are copies of the approved plans.

Please note that any other outstanding conditions of approval in the Notice of Decision may need to be addressed prior to development commencing on the site.

If you would like to discuss this matter further please telephone me on 6207 2642.

Yours sincerely

Chris Gell
Delegate, ACT Planning and Land Authority
01 August 2018



Canberra Town Planning Pty Ltd
Unit 5, 32 Lonsdale Street
BRADDON ACT 2612

Dear Canberra Town Planning Pty Ltd

BLOCK 3 SECTION 115 - LYNEHAM
Application Number: 201732729
Lessee: Alumuna Property Pty Ltd

I refer to the Notice of Decision dated 4 May 2018 concerning the above application. It is considered that aspects of the decision, including conditions relating to verge landscaping require revision to ensure they are achieved desired outcomes. This also allows for a minor correction and an additional condition relating to visitor parking to be provided.

Consequently, in accordance with section 196 of the *Planning and Development Act 2007*, the Notice of Decision dated 4 May 2018 is formally corrected as follows:

Amended condition/provision:

Condition A1(a)(ii)

The relocation of the planter bed from unleased land to leased land. See Advisory Note E2- Footpaths on Territory Land, amended by replacing 'Advisory Note E5' with 'Advisory Note E2'.

Amended condition/provision:

Condition A1(a)(vi)

Clear connection from the loading zone to ground floor parking and lobby area for access to lift; amended by deleting 'detail design of the Northbourne Avenue Corridor (verge and 10m offset on leased land)'.

Deleted condition/provisions:

Condition A1(c)(i), (ii), (iii), including footnotes:

- (c) Revised plans based on the relevant drawings submitted as part of the application, showing; a revised integrated site plan and landscaping plan of the *property boundary to kerb zone of non-leased land known as 'the verge'*, based on the relevant drawings submitted as part of the application.
- (i) Provision of a concrete footpath 2.5m width to match *TCCS Standard Drawing 13 Pedestrian & Cycle Facilities*. Finish to be approved by TCCS staff.
- (ii) Conduit to be placed in shared trench to allow for future pedestrian scale public lighting. Conduit to meet specifications outlined in *Section 3.07- Conduits of the Standard Specification for Urban Infrastructure Works*.



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- (iii) Provision of an area of planting reserve not less than 1.2m, to be planted with tubestock native grasses and mulch. Landscape to meet specifications outlined in Section 9- Landscape of the Standard Specification for Urban Infrastructure Works. Native grass species to be selected from the ACTsmart Canberra Plant Selector Webtool.

Deleted condition/provisions:

Condition A1 (d) (i), (ii), (iii), (iv), (v) including footnotes:

(d) A revised landscaping plan of the *10m offset to boundary zone of leased land between the required 10m setback and the property boundary*, based on the relevant drawings submitted as part of the application. See Advisory Note E4- Treatment of Leased Land- Northbourne Avenue. Hard surface connections to footpath on verge to be not less than 2.0m in width.

- (i) Impermeable surfaces to make up not more than 40% of the total area of the 10m offset zone. Design achieves visual interest in pavement materials and finishes.
- (ii) Preferred permeable surfaces are planted mulch garden beds and gravel mulch (decomposed granite) garden beds.
- (iii) Not less than 40% of the total permeable area of the 10m offset zone shall be planted with tall shrubs and small trees, 4 metres minimum mature height at appropriate spacing, with a suitable understorey. Stock size to be 45L or greater. Plant stock shall meet or exceed the requirement of AS 2303:2015- *Tree Stock for Landscape Use*.
- (iv) Not less than 20% of the total permeable area of the 10m offset zone shall be planted with medium shrubs and grass species (1-2m at maturity), with an appropriate understorey. Selected species to have appropriate growth habits and mature height in relation to site conditions. Stock size to be 140mm pots or greater at appropriate spacing.
- (v) Not more than 40% of the total permeable area of the 10m offset zone shall be planted with small shrubs and grasses (under 1m at maturity). These should be located along pedestrian paths, within a suggested 2m on either side of path, providing reasonable visibility along paths and driveways. Stock size to be 140mm pots or greater at appropriate spacing.



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Additional condition/provisions:

D. POST CONSTRUCTION AND/OR DEMOLITION

D1. VERGE WORKS

Provide revised plans, in accordance with a master plan or other document supported by relevant agencies and/or entities such as NCA and CRA, showing; a revised integrated site plan and landscaping plan of the *property boundary to kerb zone of non-leased land known as 'the verge'*.

(a) Provision of a concrete footpath to match *TCCS Standard Drawing 13 Pedestrian & Cycle Facilities*.¹ Finish to be approved by TCCS.

(b) Conduit to be placed in shared trench to allow for future pedestrian scale public lighting. Conduit to meet specifications outlined in *Section 3.07- Conduits of the Standard Specification for Urban Infrastructure Works*.²

(c) Provision of an area of planting reserve not less than 1.2m, to be planted with tubestock native grasses and mulch. Landscape to meet specifications outlined in *Section 9- Landscape of the Standard Specification for Urban Infrastructure Works*.³ Native grass species to be selected from the *ACTsmart Canberra Plant Selector Webtool*.^{4, 5}

D2. LANDSCAPE WITHIN 10M SETBACK

A revised landscaping plan of the *10m offset to boundary zone of leased land between the required 10m setback and the property boundary*, based on the relevant drawings submitted as part of the application. Hard surface connections to footpath on verge to be not less than 2.0m in width.

(a) Impermeable surfaces to make up not more than 50% of the total area of the 10m offset zone, or as approved by the Planning and Land Authority for the design to achieve visual interest in pavement materials and finishes.⁶

(b) Preferred permeable surfaces are planted mulch garden beds and gravel mulch (decomposed granite) garden beds.

(c) Not less than 40% of the total permeable area of the 10m offset zone shall be planted with tall shrubs and small trees, 4 metres minimum mature height⁷ at appropriate spacing, with a suitable understorey. Stock size to be 45L or greater. Plant stock shall meet or exceed the requirement of *AS 2303:2015- Tree Stock for Landscape Use*.

(d) Not less than 20% of the total permeable area of the 10m offset zone shall be planted with medium shrubs and grass species (1-2m at maturity), with an appropriate understorey. Selected species to have appropriate growth habits and mature height in relation to site conditions.⁸ Stock size to be 140mm pots or greater at appropriate spacing.



(e) Not more than 40% of the total permeable area of the 10m offset zone shall be planted with small shrubs and grasses (under 1m at maturity). These should be located along pedestrian paths, within a suggested 2m on either side of path, providing reasonable visibility along paths and driveways.⁹ Stock size to be 140mm pots or greater at appropriate spacing.

Foot notes to be provided for condition D1:

¹https://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estimated-development-plans/tccs_standard_drawings

https://www.tccs.act.gov.au/data/assets/pdf_file/0005/397040/DS13_Standard_Drawings.pdf

²https://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estimated-development-plans/Standard-Specification-for-Urban-Infrastructure-Works

https://www.tccs.act.gov.au/data/assets/pdf_file/0011/397118/SS03_Underground_Services_0100.pdf

³https://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estimated-development-plans/Standard-Specification-for-Urban-Infrastructure-Works

https://www.tccs.act.gov.au/data/assets/pdf_file/0005/397121/SS09_Landscape_01_00.pdf

⁴ <https://www.actsmart.act.gov.au/what-can-i-do/homes/canberra-plant-selector>

⁵ Refers to Northbourne Avenue proposal- 'Landscape zone' to be supplemented with native grass planting'.

Foot notes to be provided for condition D2:

⁶ 3.4 Multi Unit Housing Development Code- Criteria C40f.

⁷ 3.4 Multi Unit Housing Development Code- Criteria C40b.

⁸ 3.4 Multi Unit Housing Development Code- Criteria C40g.

⁹ 3.4 Multi Unit Housing Development Code- Criteria C40e.

D3. VISITOR PARKING SIGNAGE

Signage indicating the location of visitor parking is to be provided at the entrance to the carpark entrance off Owen Crescent, to the satisfaction of the authority.

The remaining conditions of approval set out in the previous Notice of Decision will continue to apply.

If you would like to discuss this matter further please telephone the contact officer on 6207 2642.

Yours sincerely

Chris Gell
Delegate ACT Planning and Land Authority
1 August 2018



ACT
Government

Environment, Planning and
Sustainable Development

Notice of decision

Under Part 7 of the *Planning and Development Act 2007*

Merit track

DA NO: 201732729 S144B	DATE LODGED: 26 October 2017 26 March 2018	
DATE OF DECISION: 04 May 2018		
BLOCK: 3	SECTION: 115	SUBURB: LYNEHAM
STREET NO AND NAME: 253 -259 Northbourne Ave Lyneham		
APPLICANT: Canberra Town Planning Pty Ltd		
LESSEE: Alumuna Property Pty Ltd		

THE DECISION

This application was lodged in the merit track. Pursuant to section 113(2) of the *Planning and Development Act 2007* (Act), the application must be assessed according to the provisions relevant to merit track applications.

I, George Cilliers, delegate of the planning and land authority, pursuant to section 162 of the Act, hereby **approve subject to conditions** the proposal for:

- construction of a 25m high, eight storey building, with two basement levels, sited between Northbourne Avenue and Owen Crescent;
- a total of 143 residential units within the new building;
- an additional four 3-bedroom residential units in the adjoining Owen flats, (Owen flats are to be internally regenerated as part of this proposal);
- 15 adaptable units within the new building, (a mix of 1, 2 and 3 bedroom units), and;
- 4 commercial tenancies;

in accordance with the plans, drawings and other documents and items submitted with the application for approval.

This decision is subject to the conditions of approval at **PART 1** being satisfied. Please note that plans will not be dispatched until all conditions are satisfied.

PART 2 sets out the Reasons for the Decision.

PART 3 is Public Notification and Entity Advice.

PART 4 contains administrative information relating to the determination.

DELEGATE

George Cilliers

Delegate of the planning and land authority
Environment, Planning and Sustainable Development Directorate
04/05/2018

CONTACT OFFICER

Chris Gell
Phone: (02) 6207 2642
Email: chris.gell@act.gov.au

PART 1 CONDITIONS OF APPROVAL

This application is approved subject to the following conditions being satisfied. Some conditions of approval will require attention before the approved drawings will be released, others before work commences or before the completion of building work.

A. ADMINISTRATIVE / PROCESS CONDITIONS

A1. FURTHER INFORMATION

Within 28 days from the date of this decision, or within such further time as may be approved in writing by the planning and land authority, the applicant shall lodge with the planning and land authority for approval:

- (a) Revised site plan, landscape plan and architectural drawings, based on the relevant drawings submitted as part of the application, showing:
- (i) The provision of a 1.2 to 1.5 metre wide footpath to Owen Crescent, to the satisfaction of the Environment Planning and Sustainable Development Directorate (EPSDD) and Transport Canberra and City Services (TCCS). See Advisory Note E2- Footpaths On Territory Land- Owen Crescent.
 - (ii) The relocation of the planter bed from unleased land to leased land. See Advisory Note E5- Footpaths On Territory Land.
 - (iii) A clearly defined pathway to the entrance to the ground floor residential units and commercial tenancies from ground floor parking area.
 - (iv) An accessible pathway from ground floor parking to lobby and commercial premises.
 - (v) Designated parking spaces for Owen Flat residence and their access way.
 - (vi) Clear connection from the loading zone to ground floor parking and lobby area for access to lift; detail design of the Northbourne Avenue Corridor (verge and 10m offset on leased land).
- (b) Further information to demonstrate compliance with minimum parking demand and requirement for visitors, commercial tenancies and Owen Flat residence.
- (c) Revised plans based on the relevant drawings submitted as part of the application, showing; a revised integrated site plan and landscaping plan of the *property boundary to kerb zone of non- leased land known as 'the verge'*, based on the relevant drawings submitted as part of the application.
- (i) Provision of a concrete footpath 2.5m width to match *TCCS Standard Drawing 13 Pedestrian & Cycle Facilities*¹. Finish to be approved by TCCS staff.
 - (ii) Conduit to be placed in shared trench to allow for future pedestrian scale public lighting. Conduit to meet specifications outlined in *Section 3.07- Conduits of the Standard Specification for Urban Infrastructure Works*.²

¹ [https://www.tccs.act.gov.au/Development and Project Support/pre-development-applications/estate-development-plans/tccs_standard_drawings](https://www.tccs.act.gov.au/Development%20and%20Project%20Support/pre-development-applications/estate-development-plans/tccs_standard_drawings)
https://www.tccs.act.gov.au/__data/assets/pdf_file/0005/397040/DS13_Standard_Drawings.pdf

- (iii) Provision of an area of planting reserve not less than 1.2m, to be planted with tubestock native grasses and mulch. Landscape to meet specifications outlined in *Section 9- Landscape of the Standard Specification for Urban Infrastructure Works*.³ Native grass species to be selected from the *ACTsmart Canberra Plant Selector Webtool*.⁴
- (d) A revised landscaping plan of the 10m offset to boundary zone of leased land between the required 10m setback and the property boundary, based on the relevant drawings submitted as part of the application. See Advisory Note E4- Treatment of Leased Land- Northbourne Avenue. Hard surface connections to footpath on verge to be not less than 2.0m in width.
- (i) Impermeable surfaces to make up not more than 40% of the total area of the 10m offset zone. Design achieves visual interest in pavement materials and finishes.⁵
- (ii) Preferred permeable surfaces are planted mulch garden beds and gravel mulch (decomposed granite) garden beds.
- (iii) Not less than 40% of the total permeable area of the 10m offset zone shall be planted with tall shrubs and small trees, 4 metres minimum mature height⁷ at appropriate spacing, with a suitable understorey. Stock size to be 45L or greater. Plant stock shall meet or exceed the requirement of *AS 2303:2015- Tree Stock for Landscape Use*.
- (iv) Not less than 20% of the total permeable area of the 10m offset zone shall be planted with medium shrubs and grass species (1-2m at maturity), with an appropriate understorey. Selected species to have appropriate growth habits and mature height in relation to site conditions.⁸ Stock size to be 140mm pots or greater at appropriate spacing.
- (v) Not more than 40% of the total permeable area of the 10m offset zone shall be planted with small shrubs and grasses (under 1m at maturity). These should be located along pedestrian paths, within a suggested 2m on either side of path, providing reasonable visibility along paths and driveways.⁹ Stock size to be 140mm pots or greater at appropriate spacing.
- A2. Temporary fencing locations to protect the curtilage of the Owen Flats and retained trees on the adjacent blocks, with particular regard to the Registered Trees.

² https://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estate-development-plans/Standard-Specification-for-Urban-Infrastructure-Works

https://www.tccs.act.gov.au/__data/assets/pdf_file/0011/397118/SS03_Underground_Services_0100.pdf

³ https://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estate-development-plans/Standard-Specification-for-Urban-Infrastructure-Works

https://www.tccs.act.gov.au/__data/assets/pdf_file/0005/397121/SS09_Landscape_01_00.pdf

⁴ <https://www.actsmart.act.gov.au/what-can-i-do/homes/canberra-plant-selector>

⁵ Refers to Northbourne Avenue proposal- 'Landscape zone' to be supplemented with native grass planting'.

⁶ 3.4 Multi Unit Housing Development Code- Criteria C40f.

⁷ 3.4 Multi Unit Housing Development Code- Criteria C40b.

⁸ 3.4 Multi Unit Housing Development Code- Criteria C40g.

⁹ 3.4 Multi Unit Housing Development Code- Criteria C40e.

A3. FACADE TREATMENT AND PRESENTATION TO NORTHBOURNE AVENUE

The external materials schedule and finishes indicates a clear glazing treatment for the foyers and stairwells. This architectural element is to be retained to ensure visual breakup of the Northbourne elevation, to allow light penetration and ensure these design elements appear as voids, given there is no through block access.

Note: A key priority in the City Renewal Precinct is the creation of vibrant and engaging spaces, therefore further street level activation on the Avenue frontage is encouraged.

A4. ENVIRONMENT PROTECTION AUTHORITY

- (a) All works must be carried out in accordance with *Environment Protection Guidelines for Construction and Land Development in the ACT, March 2011*, available by calling 132281.
- (b) Appropriately ACT licensed contractors licensed to provide the full range of duties in the ACT must be engaged for the removal, transport and disposal of all hazardous materials found on the site.
- (c) All hazardous materials found on the site must be disposed of at a facility suitably authorised/licensed to accept the waste.
- (d) No soil is to be disposed from site without EPA approval.
- (e) A site specific unexpected finds protocol (UFP) must be prepared by a suitably qualified environmental consultant to manage potentially contaminated material identified during future development of the site. The UFP must be implemented during redevelopment works at the site.
- (f) As the site is greater than 0.3 hectares the construction is an activity listed in Schedule 1 as a Class B activity under the Environment Protection Act 1997. The contractor/builder developing the site must hold an Environmental Authorisation or enter into an Environment Protection Agreement with the Environment Protection Authority (EPA) in respect of that activity prior to works commencing.
- (g) An erosion and sediment control plan must be submitted to and be endorsed by the EPA prior to works commencing.

A5. CONSERVATOR OF FLORA AND FAUNA

Particular care should be taken to ensure trees (*Eucalyptus mannifera*) numbered 131, 132 and 133 are not destabilised by proposed excavations for the basement.

A6. COMPLIANCE WITH ENTITY REQUIREMENTS

The development must comply with all the relevant conditions imposed by each of the relevant entities, stated in Part 3 of this decision, throughout the process of development (prior to, during & post construction) as applicable.

B. PRIOR TO CONSTRUCTION AND/OR DEMOLITION

B1. SEDIMENT AND EROSION CONTROL

All works shall be carried out in accordance with Environment Protection Guidelines for Construction and Land Development in ACT, March 2011.

B2. TREE PROTECTION

Tree protection fencing shall be erected prior to the commencement of any work on the site.

B3. VERGE MANAGEMENT

This plan is to be approved and implemented before the commencement of any work on the site, and is to be in accordance with the *City Management Guidelines for the Protection of Public Landscape Assets Adjacent to Development Works-REF-04*.

B4. TRAFFIC MANAGEMENT

A Temporary Traffic Management (TTM) Plan shall be prepared by a suitably qualified person and approved by the Manager, Traffic Management & Safety, Roads ACT, Roads and Public Transport Division, Transport Canberra and City Services (TCCS) prior to commencement of any work on the site. This plan is to address, as a minimum, measures to be employed during construction to manage all traffic, including construction traffic, in and around the site, provision of safe pedestrian movement around the site, the provision of parking for construction workers, and associated traffic control devices.

B5. WATERPROOFING

Full details of the proposed method of waterproofing the landscaped and exposed common areas of upper floor levels which are directly above lower level residential units, including the specifications of the materials to be applied and installation methods are to be submitted to the Building Certifier for building approval. These details are to be in accordance with the requirements of Part F1 'Damp and weatherproofing' of the Building Code of Australia.

C. DURING CONSTRUCTION AND/OR DEMOLITION

C1. SEDIMENT AND EROSION CONTROL

All unsurfaced entry and exit points must be consolidated with crushed aggregate or similar extending from the road kerb to the building line.

Temporary sediment controls – comprising, as a minimum, geotextile silt fencing along the lowest points of the site and hay bale filters as required – are to be installed and maintained at least daily to prevent sediment from reaching the stormwater mains system.

C2. TREE PROTECTION

The applicant/lessee shall protect and maintain all existing trees and shrubs located on the subject site, on adjoining blocks overhanging the subject site, on the verge and unleased Territory land immediately adjacent, except for those specifically identified for removal in the approved drawings and a Tree Management Plan.

C3. VERGE MANAGEMENT

During any work undertaken on the site, all existing vegetation (trees, shrubs and grass) located on the verge and unleased Territory land immediately adjacent to the development

shall be managed, protected and maintained in accordance with a Landscape Management Plan approved by the Manager, Asset Acceptance, Operational Support, Directorate Services, Transport Canberra and City Services, TCCS.

C4. TRAFFIC MANAGEMENT

At all times, the site and surrounds shall be managed in accordance with the approved Temporary Traffic Management (TTM) Plan.

C5. WASTE MANAGEMENT

All building waste is to be stored on the site in suitable receptacles and collected regularly. The lessee is to take all reasonable steps to ensure that waste, particularly wind borne litter, does not affect adjoining or adjacent properties.

D. POST CONSTRUCTION AND/OR DEMOLITION

N/A

E. ADVISORY NOTES

This application is approved with the following advisory notes. It is recommended that careful consideration be given to advisory notes prior to commencing work.

1. ENVIRONMENT PROTECTION AUTHORITY

All rainwater that enters the site and pools in excavations during a rain storm event would be considered as a sediment control pond, and must meet the following condition:

No discharge from pond unless sediment level is less than 60mg/litre. If sediment level is greater, then prior to discharge, the dam must be dosed with either Alum or Gypsum and allowed to settle until the sediment is less than 60 mg/litre.

2. FOOTPATHS ON TERRITORY LAND- Owen Crescent

TCCS requires a 1.5 meter wide footpath. TCCS can only support a departure if there is not enough space on the verge or if adverse impacts on services / municipal infrastructure would occur. In this case the available verge width is 1.5m. The applicant has proposed a planter bed that encroaches onto the verge and reduces the footpath to 0.9m. Neither a footpath width of 0.9m nor planter beds on Territory land will be acceptable to TCCS.

3. COMPLIANCE WITH ENTITY REQUIREMENTS

The applicant is advised to carefully consider all the relevant advice (in addition to the conditions imposed) from each of the entities are stated in Part 3 of this decision throughout the process of development (prior to, during & post construction) as applicable.

Refer to Appendix 1 for information about approvals that may be required for construction.

**PART 2
REASONS FOR THE DECISION**

The application satisfactorily meets the requirements for approval. The application was approved because, based on the documentation and in the form modified by the imposed conditions, it was considered to meet the relevant codes, including the

- Northbourne Avenue Precinct Code;
- Multi-Unit Housing Development Code;
- Commercial Zones Development Code.
- CPTED General Code
- Parking & Vehicular Access General Code
- Access & Mobility General Code

The advice received from the City Renewal Authority and the National Capital Authority particularly informed in relation to the proposal.

The key issues identified in the assessment are compliance with the Territory Plan and comments received from the entity in relation to the application, in particular, issues related to;

- Issues related to the proximity of the proposal to existing dwellings in terms of visual landscape access, solar access, noise & privacy
- The public/private space interface and interface to Owen Crescent
- Footpath suitability and width on unleased territory land.
- Access through the site.
- Consideration of the design of Northbourne Avenue Corridor & Streetscape

Conditions have been imposed to address the key issues and ensure that the proposal is consistent with the Territory Plan and the *Planning and Development Act 2007*.

The Planning and Land Authority considered the proposal acceptable and supported the proposal with design changes and conditions to meet the requirements.

EVIDENCE

Application No. 201732729

File No. 1-2017/27250

The Territory Plan zone – CZ5 Mixed Use Zone

**The Development Codes – Commercial Zones Development Code,
Residential Zones Development Code and
Multi-Unit Housing Development Code**

The Precinct Codes – Northbourne Avenue Precinct Code

Current Crown Lease – Volume 2288 Follo 12

Representations – 9 Representations received

**Entity advice – Environment Protection Authority, ACT Heritage Council, Conservator of
Flora and Fauna, Transport Canberra and City Services, National Capital Authority,
Emergency Services Agency, ActewAGL and Icon Water**

PUBLIC NOTIFICATION AND ENTITY ADVICE

PUBLIC NOTIFICATION

Pursuant to Division 7.3.4 of the Act, the application was publicly notified from 2 November 2017 to 22 November 2017. Nine written representations were received during public notification.

The main issues raised were as follows. (Comments are provided as appropriate.)

(a) Roads & traffic, including:

- Slip lane design in future stages presents danger to pedestrians and cyclists
- Traffic report fails to address Active Travel street issues
- Pedestrian safety and access on Owen Crescent
- Insufficient parking spaces
- Traffic impact on Owen Crescent
- Concerns that commercial premises will have a negative influence on illegal parking on Owen Crescent & DeBurgh Street
- Concern that pedestrians have a way to access Northbourne Avenue from Owen Crescent

Comment: Parking impact and pedestrian safety matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in the decision.

(b) Height & proximity to dwellings on DeBurgh Street, including:

- Solar access to the residence on DeBurgh Street
- 'Great Wall of China' feeling
- Concerns of lack of building articulation on the Owen Crescent frontage
- Loss of visual connection of Landscape to dwellings on Owen Crescent
- Concern that height is not consistent with character of the surrounding area. The proximity of the development to the existing residential units, due to the narrow width of Owen Crescent and a very narrow setback of the building.
- Privacy impact & overlooking potential
- Noise impact on nearby residents
- Scale of the development and its close proximity to the remaining heritage listed apartment

Comment: The Northbourne Avenue Precinct Code allows for building heights up to 8 storeys on Northbourne Avenue. The proposal also meets National Capital Authority requirements. The applicant has provided evidence that R26A for solar access in the Multi unit Development Code has been met. A Noise report was submitted to the Planning and Land Authority as part of the application. Requirements for planted screening of the external screens at the ground level facing Owen Crescent and opaque balconies on the lower storeys to the Owen Crescent frontage to address lack of building articulation, address privacy and loss of visual connection to greenery, are conditions for approval. Refer to PART 1 CONDITIONS OF APPROVAL in the decision.

(c) Landscape & the environment, including:

- Concerns around loss of trees
- Preference for increased greenery on the site
- Loss of visual connection of the Landscape to dwellings on DeBurgh Street Owen Crescent

Comment: Landscape and tree matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in the decision. Further information and conditions on the landscape, footpaths and streetscape, as well as planted screening to Owen Crescent lower storeys are conditions for approval. Adherence with the Landscape management plan for protection of trees has been incorporated as a condition of approval.

ENTITY ADVICE

Pursuant to Division 7.3.3 of the Act, the application was referred to entities and advice was received. The referral entities' comments are as follows. A response to the advice is provided as appropriate.

ENVIRONMENT PROTECTION AUTHORITY

On 20 November 2017 advice was received from the Environment Protection Authority in relation to the proposal. The advice states that the application is supported subject to the following conditions and advice:

Conditions:

- All works must be carried out in accordance with Environment Protection Guidelines for Construction and Land Development in the ACT, March 2011, available by calling 132281.*
- Appropriately ACT licensed contractors licensed to provide the full range of duties in the ACT must be engaged for the removal, transport and disposal of all hazardous materials found on the site.*
- All hazardous materials found on the site must be disposed of at a facility suitably authorised/licensed to accept the waste.*
- No soil is to be disposed from site without EPA approval.*
- A site specific unexpected finds protocol (UFP) must be prepared by a suitably qualified environmental consultant to manage potentially contaminated material identified during future development of the site. The UFP must be implemented during redevelopment works at the site.*
- As the site is greater than 0.3 hectares the construction is an activity listed in Schedule 1 as a Class B activity under the Environment Protection Act 1997. The contractor/builder developing the site must hold an Environmental Authorisation or enter into an Environment Protection Agreement with the Environment Protection Authority (EPA) in respect of that activity prior to works commencing.*
- An erosion and sediment control plan must be submitted to and be endorsed by the EPA prior to works commencing.*

Advice:

- All rain water that enters the site and pools in excavations during a rain storm event would be considered as a sediment control pond, and must meet the following condition:*
 - No discharge from pond unless sediment level is less than 60mg/litre. If sediment level is greater, then prior to discharge, the dam must be dosed with either Alum or Gypsum and allowed to settle until the sediment is less than 60 mg/litre.*

- For further information please contact the Environment Protection Authority Planning Liaison on 02 6207 5642.

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision.

ACT EMERGENCY SERVICES AGENCY

On 8 November 2017 advice was received from the ACT Emergency Services Agency in relation to the proposal. The advice states that the proposal is supported with following conditions:

Water Supplies

The proponent shall seek clarification from Icon Water to determine the adequacy of existing infrastructure, including hydrant spacing for the proposed development.

Fire Brigade Access

Provision of off street parking on the Eastern side of the building to accommodate an ACT Fire & Rescue (ACTF&R) pumper, near the Fire Indicator Panel (FIP).

The location of the FIP in relation to the Sprinkler valve room and hydrant booster will be reviewed at the building approval stage.

Pumper

- All roads and driveways for the development site are to be suitably constructed to allow the access and egress of fire fighting vehicles, crews and equipment.
- ACTF&R pumpers require a minimum turning circle of 18 metres and weigh 14 tonne. The dimensions of an ACTF&R urban pumper is 2.5m wide, 8.1m long and 3.2m high.

ACTF&R Access requirements for building greater than 3 storeys

- Where buildings are greater than 3 stories high, the "Bronto Skylift" aerial appliance may be required to access the upper levels in an emergency. Appropriate access and a working footprint is required to at least one corner of all buildings to give the Bronto Skylift access to two sides of a building. When set up, the Bronto Skylift requires a working footprint of 12m x 6.5m with a maximum gradient of 6 degrees. Potential point loads up to 21 tonnes (within surface area of 0.7 m²) may be applied by the ground pads, and must be taken into account for pavement loadings and particular care taken when in close proximity to basement or podium surfaces.

Hazardous Materials

Demolition and asbestos management must be undertaken in accordance with the Building Act 2004, Dangerous Substances Act 2004 and Work Health and Safety Act 2011.

Removal of asbestos or asbestos containing materials is to be conducted by appropriately licensed asbestos removalist. Information about demolition and asbestos management is available from the Access Canberra website or phoning 13 22 81.

Street Furniture, Landscaping and Tree Planting

- In ground and above ground hydrants, other water supplies and all services shut offs must not be impeded by street furniture, landscaping, trees or be covered by

materials;

- Hydrants should be clearly identified, easily accessible and not have vehicles parking over them; and
- Street furniture, landscaping and trees must not impede the progress of emergency service vehicles attending the facility. The minimum height clearance for ACTF&R vehicles is 4.5 metres. Site maintenance should include pruning of any overhanging branches over driveways and pathways.

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision.

ACT HERITAGE COUNCIL

On 20 November 2017 advice was received from the Heritage Council in relation to the proposal. The advice states that further information is needed to determine whether the development will diminish the heritage significance of a place or object.

A further information request was sent to the applicant to resolve the issue raised by the Heritage Council. Applicant submitted approval of Conservation Management Plan by Heritage Council dated 9 March 2018.

NATIONAL CAPITAL AUTHORITY (NCA)

On 9 February 2018 advice was received from the National Capital Authority in relation to the proposal. The advice states that NCA has following comments regarding the Northbourne Avenue elevation/façade:

- *Use of landscape treatments to achieve the privacy for residential areas at ground level would be preferable.*
- *Front of the building contains minimal landscape elements e.g. blades.*
- *A more detailed landscape plan is required on the Northbourne Avenue façade which includes a legend and further information about the built elements.*
- *Confirmation needed for how much of ground floor tenancies are below street level?*

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision.

CONSERVATOR OF FLORA AND FAUNA

On 22 November 2017 advice was received from the Conservator of Flora and Fauna in relation to the proposal. The advice states that the application is not supported.

- *Particular care should be taken to ensure trees (Eucalyptus mannifera) numbered 131, 132 and 133 are not destabilised by proposed excavations for the basement if the DA is approved.*
- *Tree numbered 048 located within the Heritage curtilage appears to be healthy and sound and appears to be regulated. The tree does not appear to meet criteria for removal under the provisions of the Tree Protection Act 2005, however it is recommended that the tree be inspected to insure it is not damaging the fabric of the retained heritage structure. Trees within the curtilage were mentioned at the pre application meeting as the proponents would like to re new the landscape around the buildings as part of their project. The Conservator's stance is that if the tree requires removal to protect a Heritage asset it would be supported for removal on the provision that the decision is consistent with Heritage Council advice.*

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision.

TRANSPORT CANBERRA AND CITY SERVICES

On 24 November 2017 advice was received from Transport Canberra and City Services in relation to the proposal. The advice states that further information is needed:

1. *The proposed waste collection area can't accommodate collection within the block. Minimum area required within the boundary would be 15m X4m. 15m operational length required as 10.5m long waste vehicle, 1.5m long tines and 3m of manoeuvring space. Similarly from a practical point of view a loaded truck can't go in an area less than 4m wide. TCCS would recommend widening of collection area to minimum 4m up to first 15m from the block boundary.*
2. *The submitted waste truck turning template (Drawing C70) must be revised to show the 600mm clearance line on both legend and turning templates (Reverse in and Drive out). Current version shows that only 300mm clearance has been used for Drive out scenario.*
3. *Separate waste enclosure must be designed and constructed for Commercial and Residential Waste / Recycling materials.*
4. *New street trees to be planted to match existing street tree pattern in vacant planting sites that front the development along Northbourne Avenue. Please update Landscape Plans to show the location, species of the new trees and include a section that details the planting methodology for new trees.*
5. *Excavation required to construct the basement is to be undertaken in the direction of radiating tree roots. To avoid pulling and tearing roots there is to be no crossways excavation along the edge of the basement parallel to Northbourne Avenue or the protected trees adjacent to the southern boundary.*
6. *Please also update the Landscape Management and Protection Plans to show that trees on the verge will be surrounded by temporary protective fencing during demolition and construction works.*
7. *Excavation to install the water service Tree Protection Zones (canopy plus 2m) should be undertaken using low pressure hydro-excavation (less than 2000 psi) with a fan shaped nozzle head that is kept a minimum of 15cm away from the soil profile. Please cut cleanly all roots larger than 30mm diameter. Tree roots larger than 30mm should be protected and worked around where possible.*

On 29 March 2018 advice was received from Transport Canberra and City Services in relation to the proposal. The advice states that:

- *TCCS requires 1.5m footpath. TCCS can only compromise if there is not enough space on verge or adverse impacts on services / municipal infrastructure. In this case available verge width is 1.5m. The applicant has proposed planter bed encroached to the verge and reduced footpath (0.9m). Neither footpath width of 0.9m nor planter beds on territory land will be acceptable to TCCS. Please request the applicant to submit a written evidence for any departure from this requirement.*
- *TCCS have reviewed revised Waste Management Plan (C70) dated 22/03/2018 and it is acceptable.*

Matters raised have been incorporated as conditions of approval (Condition A1); refer to PART 1 CONDITIONS OF APPROVAL in this Decision.

EVOENERGY ELECTRICITY NETWORKS DIVISION

On 8 November 2017 advice was received from the then-named ActewAGL Electricity Networks Division in relation to the proposal. The advice states that the application fails to comply with the then-named ActewAGL Electricity Networks Division requirements.

On 28 February 2018, advice was received from Evoenergy in relation to the proposal. The advice states that the s144 application complies with Evoenergy Electricity Networks Division requirements, subject to conditions.

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision and the attached comments.

JEMENA

On 10 November 2017 advice was received from Jemena in relation to the proposal. The advice states that the application conditionally complies with Jemena Gas Network requirements.

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision and the attached comments.

ICON WATER

On 7 November 2017 advice was received from Icon Water in relation to the proposal. The advice states that the application failed to comply with water and sewerage network protection and access requirements.

On 26 April 2018, advice was received from Icon Water in relation to the proposal. The advice states that the application conditionally complies with water and sewerage network protection and access requirements.

Matters raised have been incorporated as conditions of approval; refer to PART 1 CONDITIONS OF APPROVAL in this Decision and the attached comments.

PART 4 ADMINISTRATIVE INFORMATION

DATE THAT THIS APPROVAL TAKES EFFECT

Unless a condition of approval provides for otherwise this approval takes effect 20 working days after the day this notice of decision is given to every person who made a representation on the application. The effective date for development applications approved subject conditions could also be adjusted if the approval is reconsidered by the planning and land authority or if an application is made to the ACT Civil and Administrative Tribunal.

Pursuant to section 184 of the Act, this approval will expire if:

- the development or any stage of the development is not started within two years after the day the approval takes effect;
- the development is not finished two years after the day the development begins; or
- the development approval relates to land comprised in a lease that requires the development to be completed on a stated date – the date stated in the lease for completion of the development, or the approval is revoked under section 189 of the Act.

Conditional Approval

This approval will expire if, in accordance with Section 165(3)(d) of the Act, a condition has deferred the effect of the development approval **and** imposed a time frame during which another approval must be revoked, amended or given, and the time frame has expired

A development approval, to which section 184 of the Act applies, continues unless the approval ends under sections 184, 185, 186 or 187 of the Act.

INSPECTION OF THE APPLICATION AND DECISION

A copy of the application and the decision can be inspected between 8:30am and 4:30pm weekdays at the Environment, Planning and Sustainable Development Directorate Dickson Customer Service Centre at 16 Challis Street, Dickson, ACT.

RECONSIDERATION OF THE DECISION

If the applicant is not satisfied with the decision to approve the application subject to conditions, they are entitled to apply to the planning and land authority for reconsideration within 20 working days of being told of this decision or within any longer period allowed by the planning and land authority.

To submit an application for reconsideration, documents must be provided electronically by email to epdcustomerservices@act.gov.au or provided at the customer service centre on a CD/DVD. The delegate of the Authority reconsidering the decision must be different from, and senior to, the original decision maker. An application for reconsideration does not prevent an application for a review of the same decision being made to the ACT Civil and Administrative Tribunal. Application forms and further information about reconsideration are available from the planning and land authority's website and Customer Service Centres.

REVIEW BY THE ACT CIVIL AND ADMINISTRATIVE TRIBUNAL (ACAT)

Decisions that are reviewable by the ACAT are identified in Schedule 1 of the *Planning and Development Act 2007*, except for those precluded under Schedule 3 of the *Planning and Development Regulation 2008* – Matters exempt from third-party ACAT review.

This Notice of decision has also been sent to all people who made representations in relation to the proposal.

APPENDIX 1

CONTACT DETAILS OF RELEVANT AGENCIES

Health Directorate - health protection	Website: www.health.act.gov.au Telephone: (02) 6205 1700
Environment, Planning and Sustainable Development Directorate <i>Planning and land authority</i> - list of certifiers for building approval - demolition information - asbestos information <i>Environment Protection Authority</i> - environment protection - water resources - asbestos information <i>Conservation, Planning and Research</i> - threatened species/wildlife management	Website: www.planning.act.gov.au Telephone: (02) 6207 1923 Website: www.environment.act.gov.au Telephone: (02) 6207 6251 Website: www.environment.act.gov.au Telephone: (02) 6207 1911
Transport Canberra and City Services - tree damaging activity approval - use of verges or other unleased Territory land - works on unleased Territory land - design acceptance - damage to public assets	Website: www.tccs.act.gov.au Telephone: 132 281 Telephone for asset acceptance: (02) 6207 7480
Utilities - Telstra (networks) - TransACT (networks) - Icon Water - Electricity reticulation	Telephone: (02) 8576 9799 Telephone: (02) 6229 8000 Telephone: (02) 6248 3111 Telephone: (02) 6293 5738

ADVICE TO APPLICANT

SUBMISSION OF REVISED DRAWINGS AND DOCUMENTATION

If a condition of approval requires the applicant to lodge revised drawings and/or documentation with the planning and land authority for approval under section 165 of the *Planning and Development Act 2007* the submission shall be made by:

- Completing an application for S165 Satisfying Conditions of Approval and submitting the documentation online using edevelopment. More information on edevelopment can be found at http://www.actpla.act.gov.au/tools_resources/e-services/edevelopment

For further information regarding the lodgement of this information please contact Customer Service Centre by Phone: (02) 6207 1923, Email: esddcustomerservices@act.gov.au or on the planning and land authority website at www.actpla.act.gov.au.

FURTHER APPROVALS FOR CONSTRUCTION

The Notice of Decision grants development approval, but does not cover building approval or approvals which may be required during construction, which commonly include the following.

BUILDING APPROVAL

Most building work requires building approval to ensure it complies with building laws such as the Building Code of Australia. If this applies to this proposal, the lessee should engage a private building certifier to assess and approve the building plans before construction begins. A list of licensed certifiers and information about building approval is available from the planning and land authority's website and Customer Service Centres.

PERMITTED VARIATIONS TO APPROVED DEVELOPMENT

Under section 35 of the Planning and Development Regulation 2008 the development as built may vary from the approved development in accordance with section 35 and the permitted construction tolerances and other permitted variations identified in Schedule 1A of that regulation.

Note 1 The development may still need building approval, or further building approval, under the *Building Act 2004*

Note 2 The development must also comply with the lease for the land on which it is carried out.

"TREE DAMAGING ACTIVITY" APPROVAL

A Tree Management Plan under the *Tree Protection Act 2005* is required for approval where it is proposed to undertake groundwork within the tree protection zone of a protected tree or likely to cause damage to, or remove, any trees defined as protected trees by that Act. More information is available from Transport Canberra and City Services.

USE OF VERGES OR OTHER UNLEASED TERRITORY LAND

In accordance with the *Public Unleased Land Act of 2013*, road verges and other unleased Territory land must not be used for the carrying out of works, including the storage of materials or waste, without prior approval of the Territory. Approval can be obtained from Transport Canberra and City Services.

WORKS ON UNLEASED TERRITORY LAND – DESIGN AND OPERATIONAL ACCEPTANCE

In accordance with the *Public Unleased Land Act of 2013*, no work can be undertaken on unleased Territory land without the approval of the Territory. Such approval must be obtained from the Manager Asset Acceptance, Asset Services Group, TCCS by way of:

1. a certificate of design acceptance prior to the commencement of any work and
2. a certificate of operational acceptance on completion of all works to be handed over to TCCS

Works on unleased Territory land may include the construction or upgrading of driveway verge crossings, public footpaths, roads, street lighting, stormwater works, waste collection amenities, street signs and line marking, road furniture and landscaping.

A certificate of compliance under s296 of the *Planning and Development Act 2007* may not be issued unless a certificate of design acceptance **AND** a certificate of operational acceptance has both been obtained from TCCS.

CONSTRUCTION REQUIREMENTS

The following information are some key requirements that apply to building work in the Territory. Other requirements may apply to this development.

DEMOLITION AND ASBESTOS MANAGEMENT

Demolition and asbestos management must be undertaken in accordance with the *Building Act 2004* (including the Building Code of Australia) and the *Dangerous Substances Act 2004*. Information about demolition and asbestos management is available from the planning and land authority's web site and Customer Service Centres.

ENVIRONMENT PROTECTION

All building work must be undertaken in accordance with the *Environment Protection Act 1997*, particularly but not exclusively in relation to noise and pollution control. More information is available from the Environment Protection Authority.

REPAIR OF DAMAGE TO PUBLIC ASSETS

The applicant/lessee is held responsible for all damage to ACT Government assets (including footpaths) caused by the development and they must properly repair any damage to those assets. Before work commences, they should notify Transport Canberra and City Services of any existing damage to public facilities.

UTILITY ASSETS RETENTION

The lessee should obtain a plant location advice from ActewAGL to avoid conflict with existing plant or electrical easements. The lessee will be responsible for the costs associated with the relocation of assets, if necessary. The lessee is to ensure that the water service and water meter are retained in position and in good condition. Icon Water's water meters are accountable items and must not be removed from the site or otherwise disposed of.

WATER RESTRICTIONS AND FILLING OF NEW POOLS, PONDS AND FOUNTAINS

Water restrictions or permanent water conservation measures may be in force in the ACT and may prohibit or affect the filling of new pools, ponds and fountains using potable (tap) water drawn from Icon Water's potable water supply system. Applicants wishing to use water drawn from the potable water supply system to fill a new pool, pond or fountain are advised to first contact Icon Water's conservation office on (02) 62483131. Where water restrictions or permanent water conservation measures would otherwise prevent or affect the filling of a new pool, pond or fountain, it might be possible to obtain an exemption to fill the pool, pond or fountain using potable water.

DRAINAGE

The Building Code of Australia contains provisions affecting surface drainage and the height of finished floor levels. These may apply to this proposal.

REVIEW OF THE DECISION

The following notes are provided in accordance with regulation 7 of the *ACT Civil and Administrative Tribunal Regulation 2009*. Refer to the Review by the ACT Civil and Administrative Tribunal (ACAT) section of the Notice of Decision for information about its relevance to this development application.

CONTACT DETAILS

The review authority is the ACT Civil and Administrative Tribunal (ACAT).

Location	Contact details
ACT Civil and Administrative Tribunal Level 4, 1 Moore Street CANBERRA CITY ACT 2601	Website: www.acat.act.gov.au Email: tribunal@act.gov.au Telephone: (02) 6207 1740 Facsimile: (02) 6205 4855 Post: GPO Box 370, CANBERRA, ACT, 2601

POWERS OF THE ACAT

The ACAT is an independent body. It can review on their merits a large number of decisions made by ACT Government ministers, officials and statutory authorities. The ACAT can agree with, change or reject the original decision, substitute its own decision or send the matter back to the decision maker for reconsideration in accordance with ACAT recommendations.

APPLICATIONS TO THE ACAT

To apply for a review, obtain an application form from the ACAT. You can also download the form from the ACT Legislation Register <http://www.legislation.act.gov.au/af/2009-278/current/pdf/2009-278.pdf>.

If you are applying on behalf of an organisation or association of persons, whether incorporated or not, the Tribunal in deciding whether to support this application will consider the effect of the decision being reviewed on the interests of the organisation or association in terms of its objects or purposes. A copy of the relevant documents will be required to be lodged with the Tribunal.

TIME LIMITS FOR APPLICATIONS

The time limit to make a request for a review is 28 days from the date of this Notice of decision. The time limit can be extended in some circumstances (refer to sections 10 (2), 10(3), 25(1)(e) and 25(2) of the *ACT Civil & Administrative Tribunal Act 2008*; section 7 of the *ACT Civil and Administrative Tribunal Procedure Rules 2009 (No 2)*; and section 409 of the *Planning and Development Act 2007*).

FEEES

Applications to the ACAT, including an application to be joined as a party to a proceeding, require payment of a fee (the Tribunal Registry will advise of the current fee), unless you are receiving legal or financial assistance from the ACT Attorney-General. You can apply to have the fee waived on the grounds of hardship, subject to approval (refer to section 22T of the *ACT Civil and Administrative Tribunal Act 2008*). Decisions to grant assistance are made on the grounds of hardship and that it is reasonable, in all the circumstances, for the assistance to be granted. Write to: The Chief Executive, Justice and Community Safety Directorate, GPO Box 158, CANBERRA ACT 2601. Ask the ACAT for more details.

TIME LIMITS FOR REVIEWS OF DECISIONS

The ACAT is required to decide appeals in land and planning and tree protection cases within 120 days after the lodging of the appeal, unless that period is extended by the ACAT upon it being satisfied that it is in the interests of justice to do so.

FORMS OF LEGAL, FINANCIAL AND OTHER ADVICE AND ASSISTANCE

The following organisations can provide advice and assistance if you are eligible:

- ACT Attorney-General, write to The Chief Executive, Justice and Community Safety Directorate, GPO Box 158, CANBERRA, ACT, 2601;
- the ACT Legal Aid Office, telephone 1300 654314;
- Legal Advice Bureau, telephone (02) 6247 5700;
- ACT Council of the Ageing, telephone (02) 6282 3777;
- Welfare Rights and Legal Centre, telephone (02) 6247 2177; and
- Environmental Defender's Office (ACT), telephone (02) 6247 9420.

AWARDING OF COSTS

You will have to pay any costs involved in preparing or presenting your case. The ACAT also has the power to award costs against a party if the party contravenes a direction of the ACAT and the ACAT considers it in the interests of justice to make such an order. This power is in addition to the power of the ACAT to strike out a party and to dismiss an application for failure to comply with the ACAT's directions.

ACCESS TO DOCUMENTS ABOUT THE DECISION

You may apply for access to any documents you consider relevant to this decision under the ACT Freedom of Information Act 1989. Information about Freedom of Information requests is available on the planning and land authority's web site or by contacting us by phone on (02) 6207 1923.

PROCEDURES OF THE ACAT

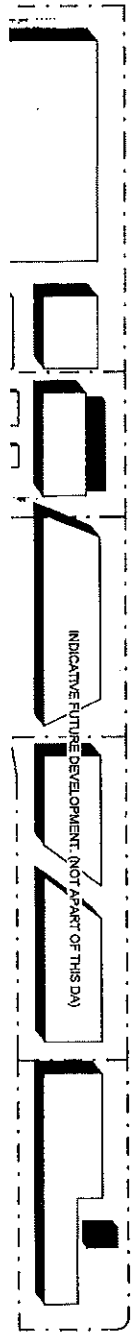
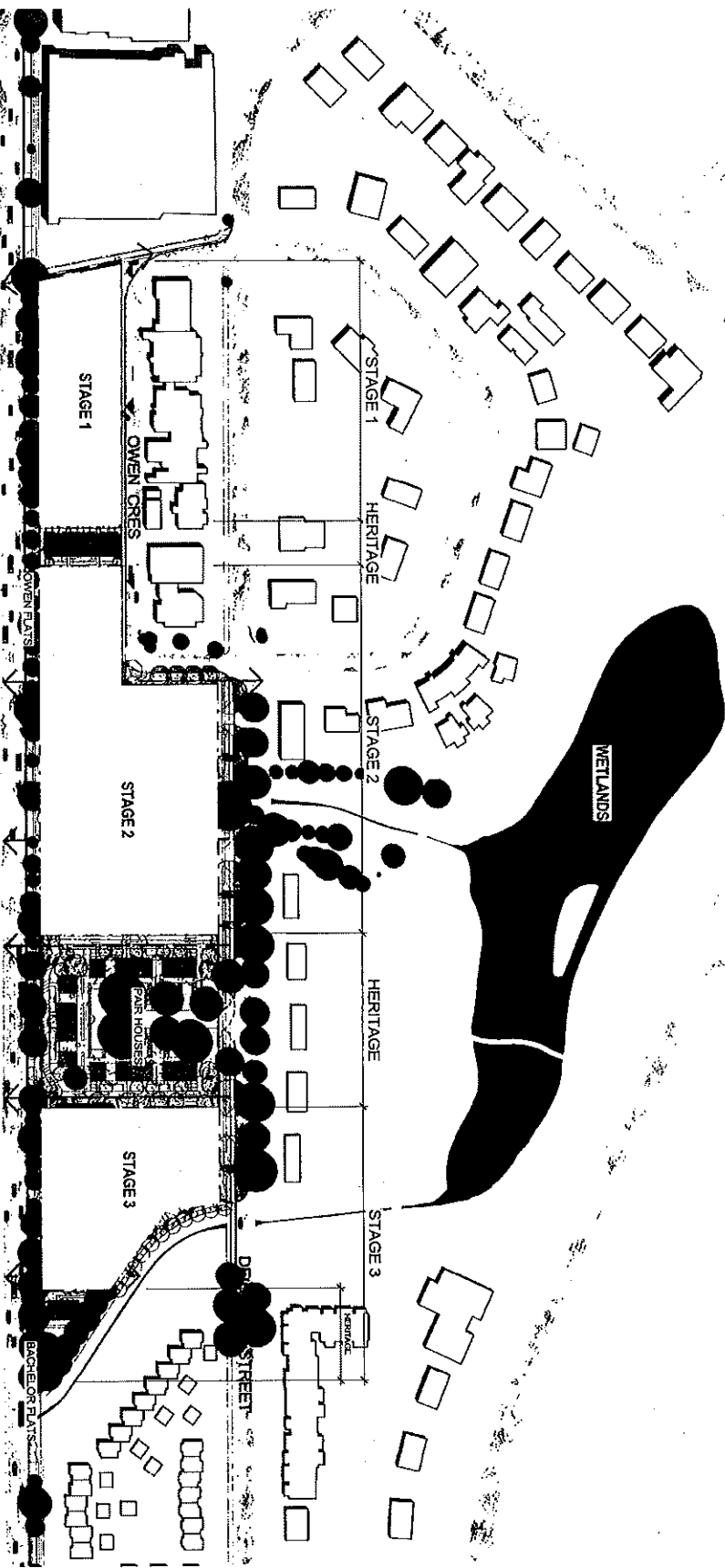
The procedures of the ACAT are outlined on the ACAT's website, including in the Guide to the Land and Planning Division and the Guide to the Hearing. Contact the ACAT for alternative ways to access information about the ACAT's procedures.

TRANSLATION AND INTERPRETER SERVICES

The ACT Government's translation and interpreter service runs 24 hours a day, every day of the week. Telephone 131 450.

ENGLISH	If you need interpreting help, telephone:
ARABIC	إذا احتجت لمساعدة في الترجمة الشفوية ، إتصل برقم الهاتف :
CHINESE	如果你需要传译员的帮助，请打电话：
CROATIAN	Ako trebate pomoć tumača telefonirajte:
GREEK	Αν χρειάζεστε διερμηνέα τηλεφωνήσετε στο
ITALIAN	Se avete bisogno di un interprete, telefonate al numero:
MALTESE	Jekk għandek bżonn l-għajnunha t'interpretu, óempel:
PERSIAN	اگر به ترجمه شفاهی احتیاج دارید به این شماره تلفن کنید:
PORTUGUESE	Se você precisar da ajuda de um intérprete, telefone:
SERBIAN	Ako vam je potrebna pomoć prevodioca telefoniрајте:
SPANISH	Si necesita la asistencia de un intérprete, llame al:
TURKISH	Tercümana ihtiyacımız varsa lütfen telefon ediniz:
VIETNAMESE	Nếu bạn cần một người thông-ngôn .hãy gọi điện-thoại:

TRANSLATING AND INTERPRETING SERVICE
131 450
Canberra and District - 24 hours a day, seven days a week



- LEGEND:**
- PUBLIC OPEN SPACE
 - PRIVATE OPEN SPACE
 - HERITAGE BUILDING
 - ENTRY TO BASEMENT CARPARK / DRIVEWAY
 - REGISTERED TREE
 - PROPOSED TREE
 - PEDESTRIAN LINK

Project
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
NEW WORKS & STAGING PLAN

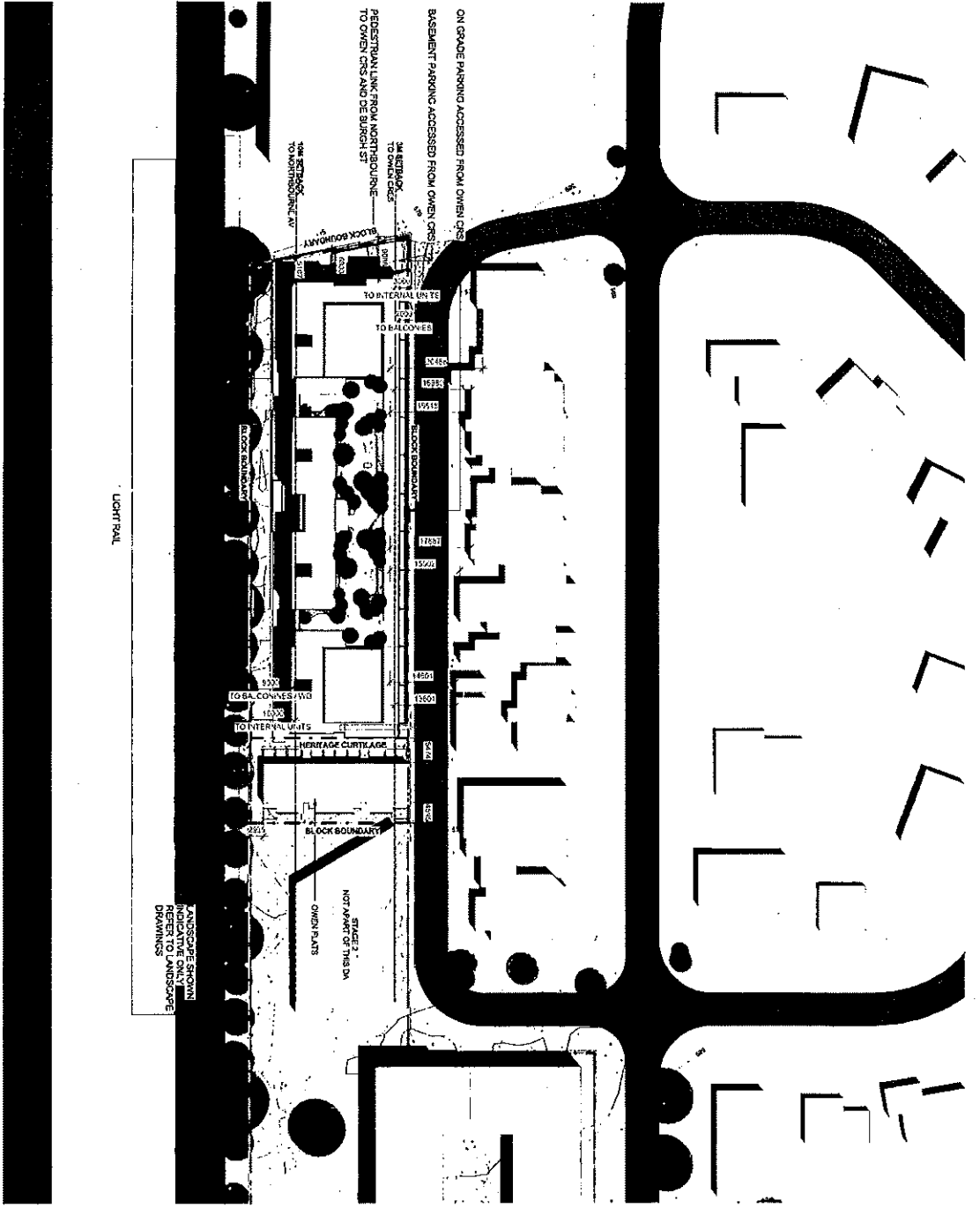
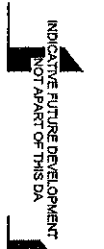
Drawing Number
 DA-11-03

Date
 22.09.17

Scale
 1 : 1000 @ A1

COX
 CONSULTING ARCHITECTS
 100/102 GARDNER STREET
 SYDNEY NSW 2000
 PH (02) 9232 0000
 WWW.COXCORP.COM.AU





AREA SCHEDULE - GFA

COMMENTS	Count	AREA
BASEMENT 2	1	2771 m ²
PARKING	3	51 m ²
SERVICE	3	21 m ²
STORAGE	81	228 m ²
BASEMENT 1	3049	3049 m ²
PARKING	2	24 m ²
STORAGE	2	2884 m ²
SERVICE	2	36 m ²
STORAGE	60	174 m ²
LOWER GROUND FLOOR	3128	3128 m ²
BASEMENT 1	2	138 m ²
BASEMENT 2	2	138 m ²
COMMERCIAL	4	257 m ²
CORE	3	75 m ²
COURTYARD	4	85 m ²
OWNERS	4	85 m ²
FOYER	2	114 m ²
FOYER OWNERS	2	15 m ²
OWEN FLATS	4	650 m ²
PARKING	2	1197 m ²
SERVICE	6	148 m ²
STORAGE	8	23 m ²
LEVEL 1	2988	2988 m ²
LEVEL 1	1	57 m ²
2BED	19	1448 m ²
2BED	20	181 m ²
BALC	1	204 m ²
CIRCULATION	1	241 m ²
WINTER GARDEN	8	84 m ²
LEVEL 2	2106	2106 m ²
LEVEL 2	1	57 m ²
2BED	19	1448 m ²
BALC	20	181 m ²
CIRCULATION	1	204 m ²
WINTER GARDEN	8	80 m ²
LEVEL 3	2027	2027 m ²

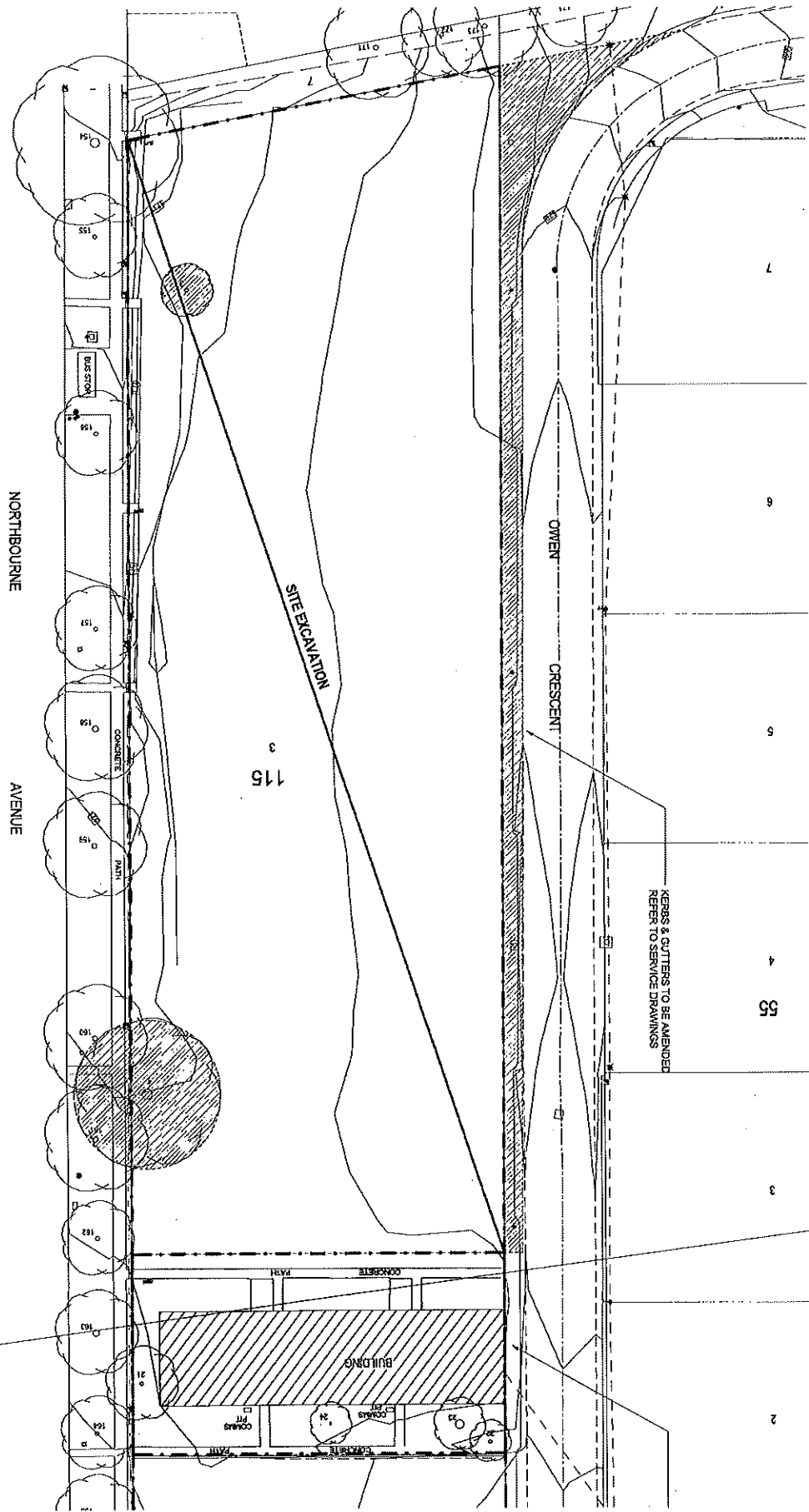
AREA SCHEDULE - GFA

COMMENTS	Count	AREA
LEVEL 3	2	118 m ²
1BED	17	1317 m ²
2BED	2	211 m ²
3BED	23	189 m ²
BALC	1	231 m ²
CIRCULATION	1	85 m ²
WINTER GARDEN	8	2160 m ²
LEVEL 4	118	118 m ²
1BED	17	1317 m ²
2BED	2	211 m ²
3BED	23	189 m ²
BALC	1	231 m ²
CIRCULATION	1	81 m ²
WINTER GARDEN	8	2183 m ²
LEVEL 5	118	118 m ²
1BED	17	1317 m ²
2BED	2	211 m ²
3BED	23	199 m ²
BALC	1	232 m ²
CIRCULATION	1	85 m ²
WINTER GARDEN	8	2180 m ²
LEVEL 6	118	118 m ²
1BED	14	1317 m ²
2BED	2	210 m ²
3BED	20	1435 m ²
BALC	20	204 m ²
CIRCULATION	1	255 m ²
WINTER GARDEN	8	81 m ²
LEVEL 7	2194	2194 m ²
LEVEL 7	2	118 m ²
1BED	14	1317 m ²
2BED	2	210 m ²
3BED	20	1435 m ²
BALC	20	204 m ²
CIRCULATION	1	255 m ²
WINTER GARDEN	8	85 m ²
LEVEL 8	2184	2184 m ²
LEVEL 8	1	650 m ²
ROOF GARDEN	1	650 m ²
Grand total		24822 m ²

PARKING SCHEDULE

LEVEL	NUMBER OF SPACES
Accessible Parking	8
BASEMENT 2	8
BASEMENT 1	1
LOWER GROUND FLOOR	15
Macropore Parking	2
BASEMENT 1	6
LOWER GROUND FLOOR	8
Standard Parking	113
BASEMENT 2	105
BASEMENT 1	38
LOWER GROUND FLOOR	257
Grand total	280

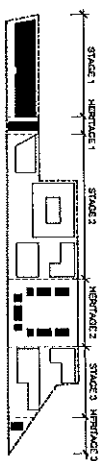
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 PLANNING AND BUILDING CONTROL OFFICERS
 2017/09/22 11:52 AM
 PROJECT NO: DA-11-04
 DRAWING NO: DA-11-04
 DATE: 22/09/17
 DRAWN BY: LINDA



KERBS & GUTTERS TO BE AMENDED
REFER TO SERVICE DRAWINGS

REFER TO LANDSCAPE DRAWINGS

APPROVAL GRANTED
 SHANNON ARCHITECTURE & DESIGN
 11/111 NORTHVIEW DRIVE
 FRASERSIDE TORONTO, ON
 M16 1A5
 Delegate Name: CHRIS GILL
 Date: 18/02/18



Project
LYNEHAM ON NORTHBORNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
DEMOLITION PLAN

Drawing Number: **DA-11-05**
 Revision:
 Date: **22.09.17**
 Scale: **1 : 200 @ A1**

COX ARCHITECTURE
 1111 SHEPPARD AVENUE EAST
 TORONTO, ONTARIO M2P 1L1
 TEL: 416 491 2222
 WWW.COXARCHITECTURE.COM



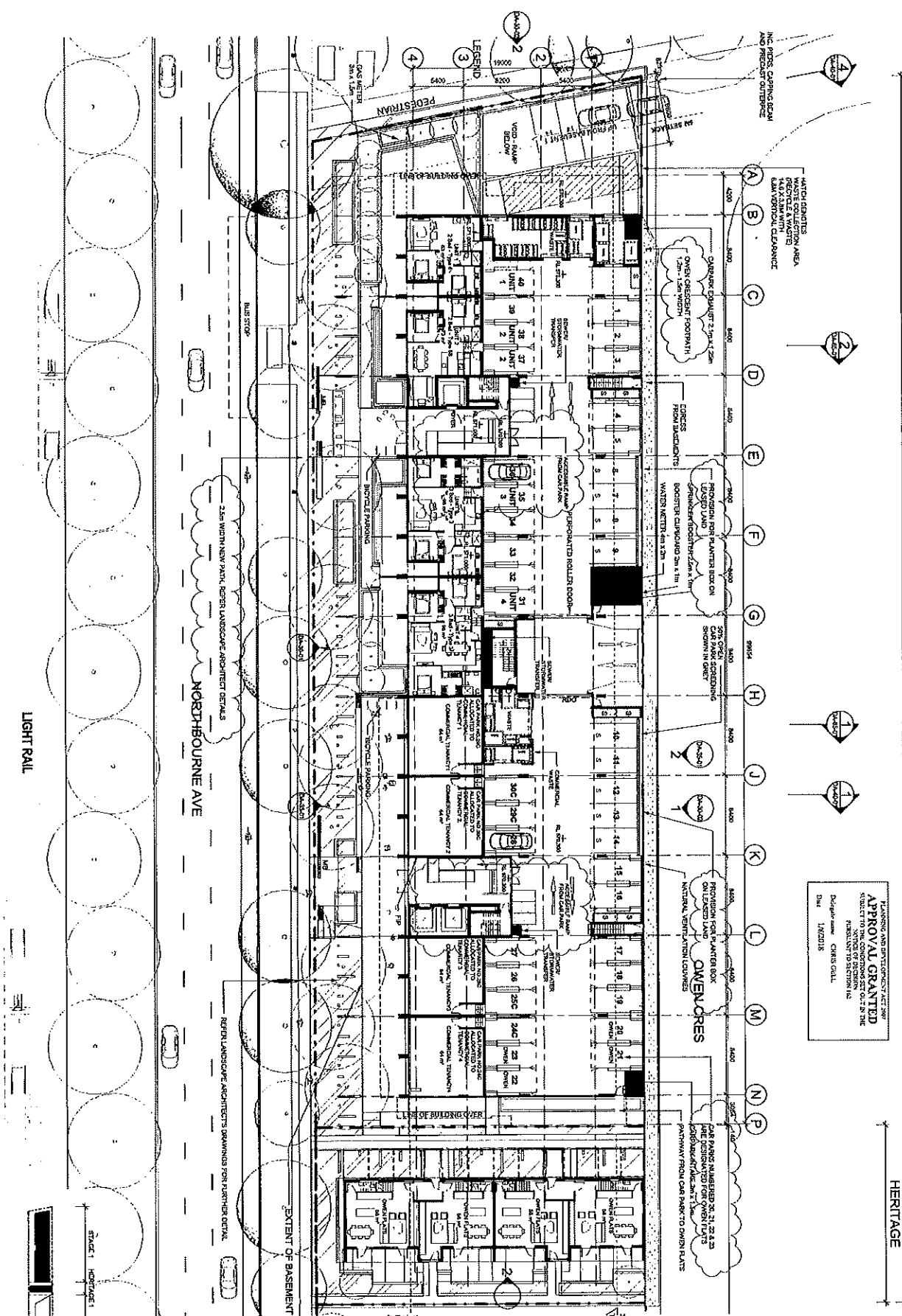
STAGE 1

HERITAGE

AREA SCHEDULE - NSA - GROUND

NAME	Count	AREA
2 Bed - Type 6	1	63 m ²
2 Bed - Type 6S	1	73 m ²
3 Bed - Owen	4	560 m ²
Flats		
3 Bed - Type 3	2	133 m ²
Grand Total:	8	889 m ²

PLANNING AND DEVELOPMENT ACT 1990
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 RESOLUTION TO SECTION 162
 DATED 14/05/2018
 DEVELOPER: OWEN GILL
 DATE: 14/05/2018



Project: **LYNEHAM ON NORTHBORNE**
 BLOCK 3 SECTION 116 LYNEHAM

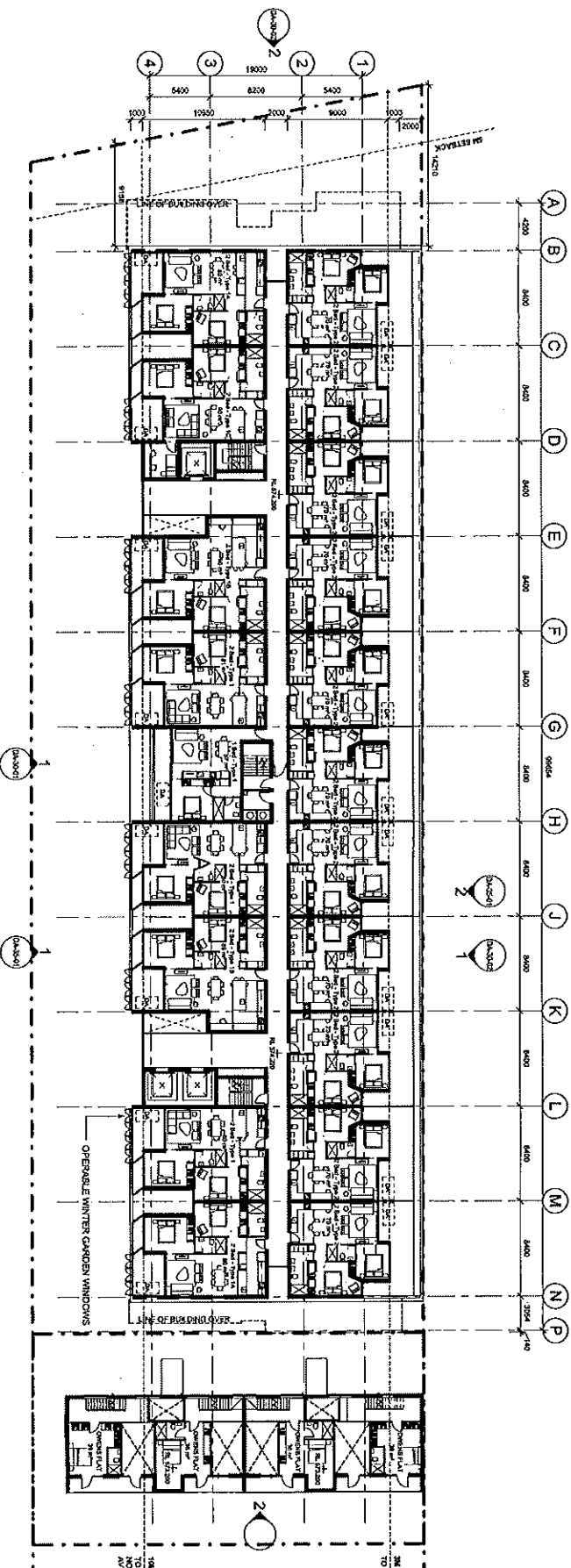
Drawing Title: **GROUND - FLOOR PLAN**

Drawing Number: DA-21-00 3
 Scale: 1 : 200 @ A1
 Date: 30.05.18

COX
 Cox Architecture
 115-117 Northbourne Ave
 Wellington, New Zealand
 Phone: +64 9 487 7900
 Fax: +64 9 487 7901
 Email: info@cox.co.nz
 Website: www.cox.co.nz

AREA SCHEDULE - NSA - LEVEL 1

NAME	Count	AREA
1 Bed - Type 1	1	57 m ²
2 Bed - Type 1	3	240 m ²
2 Bed - Type 1A	2	160 m ²
2 Bed - Type 1B	2	179 m ²
2 Bed - Type 1C	1	50 m ²
2 Bed - Type 2	11	752 m ²
Grand Total: 20		1492 m ²



ABBREVIATION LEGEND

DR	DRAINING AREA
FI	FIRE INDICATOR PANEL
MB	MECHANICAL ROOM
ST	STORAGE
1	1 BED - TYPE 1
2	2 BED - TYPE 1
3	2 BED - TYPE 2

NOTES:
 TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS.
 REFER TO VIBRO ACUSTIC AND HYDRAULIC REPORTS.
 THIS DRAWING IS SUBJECT TO DESIGN, DESIGN & FINAL FORMATION/CONSULTANTS.
 ALL UTILITY TO BE AS PER AS COMPARTMENT.
 ALL APPOINTMENTS TO COMPLY WITH AS 2904.4:2008
 ALL APPOINTMENTS TO COMPLY WITH RELEVANT SECTIONS OF THE BCA & NEST STANDARDS.
 STORAGE UNITS SUPPLIED FOR ALL RESIDENTIAL UNITS. SPECIAL STORAGE FOR RESIDENTIAL UNITS ACCOMMODATED WITH ALLOWED STORAGE.

PLANNING AND DEVELOPMENT ACT 2016
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE RELEVANT FUNCTIONAL PLAN
 DEVELOPER NAME: CHISHOLM
 DATE: 14/02/18



Project
 LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
 LEVEL 1 - FLOOR PLAN

Drawing Number
 DA-21-01

Date
 23.02.18

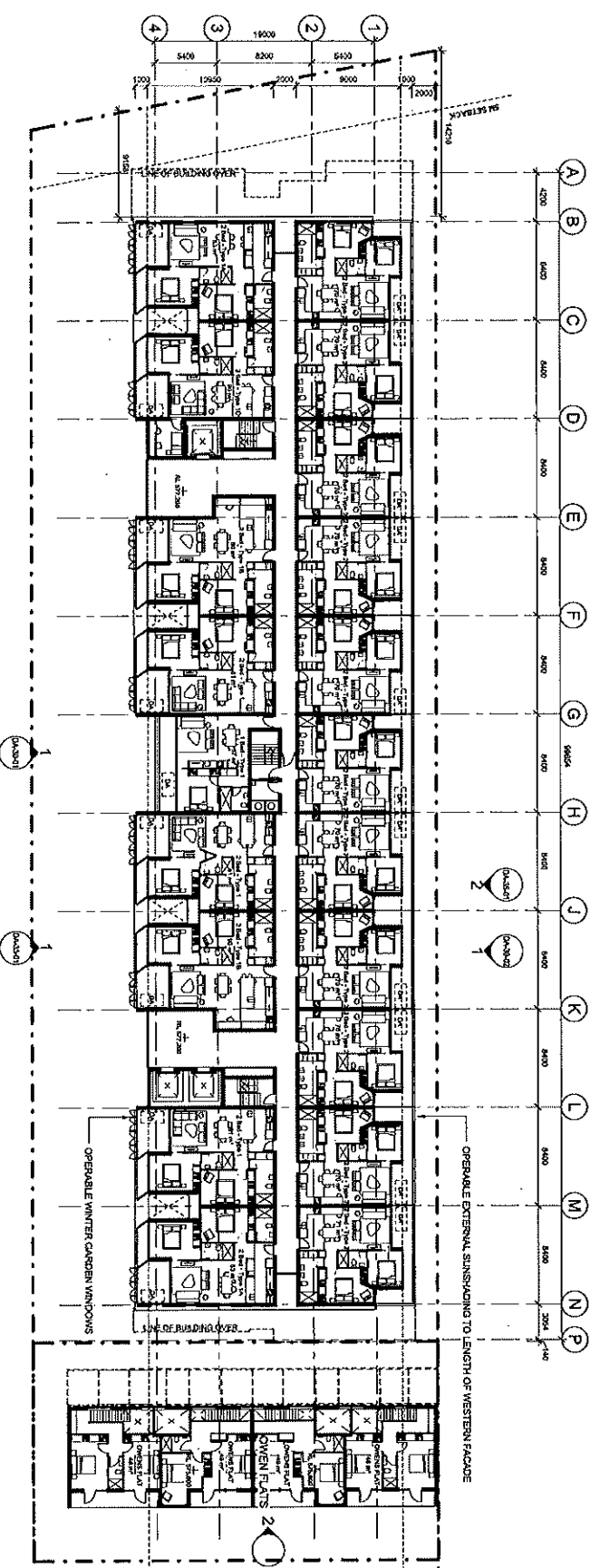
Scale
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Cox Architecture
 1/117 BIRCHWOOD
 1/117 BIRCHWOOD
 1/117 BIRCHWOOD



AREA SCHEDULE - NSA - LEVEL 2

NAME	COUNT	AREA
1 Bed - Type 1	1	57 m ²
2 Bed - Type 1	3	242 m ²
2 Bed - Type 1A	2	165 m ²
2 Bed - Type 1B	2	180 m ²
2 Bed - Type 1C	1	90 m ²
2 Bed - Type 2	11	788 m ²
Grand Total 20		1509 m ²

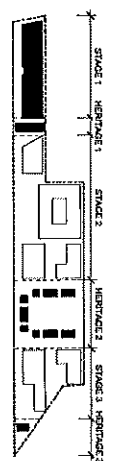


ABBREVIATION LEGEND

DA	DRIVING AREA
PI	FIRE INDICATOR PANEL
MS	MALIBOX
MS	MALIBOX
S	STORAGE

NOTES:
 TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS.
 REFER TO WIND, ACoustic, AND HYDRAULIC REPORTS.
 RESERVING AND RESERVE - SUBJECT TO DETAIL DESIGN & FINAL ROOMSCHEDULE.
 ALL LINES TO BE AS NOTED COMPLIANT.
 ALL NOTES ARE TO COMPLY WITH AS 2894.2009
 ALL DIMENSIONS ARE TO COMPLY WITH RELEVANT SECTIONS OF THE BCA & LIST STANDARDS.
 STORAGE LIMITS SHOWN FOR ALL RESIDENTIAL UNITS. SERVICE STORAGE FOR RESIDENTIAL UNITS ACCORDANT WITH ALLOWED STORAGE.

PLANNING AND DEVELOPMENT SETTING
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE NOTICE TO DEVELOPER.
 REFERENCE TO SECTION 142
 Disposal under CLASS 60/11
 Date 1/2/2018



Project
LYNEHAM ON NORTHBORNE
 BLOCK 3 SECTION 115 LYNEHAM

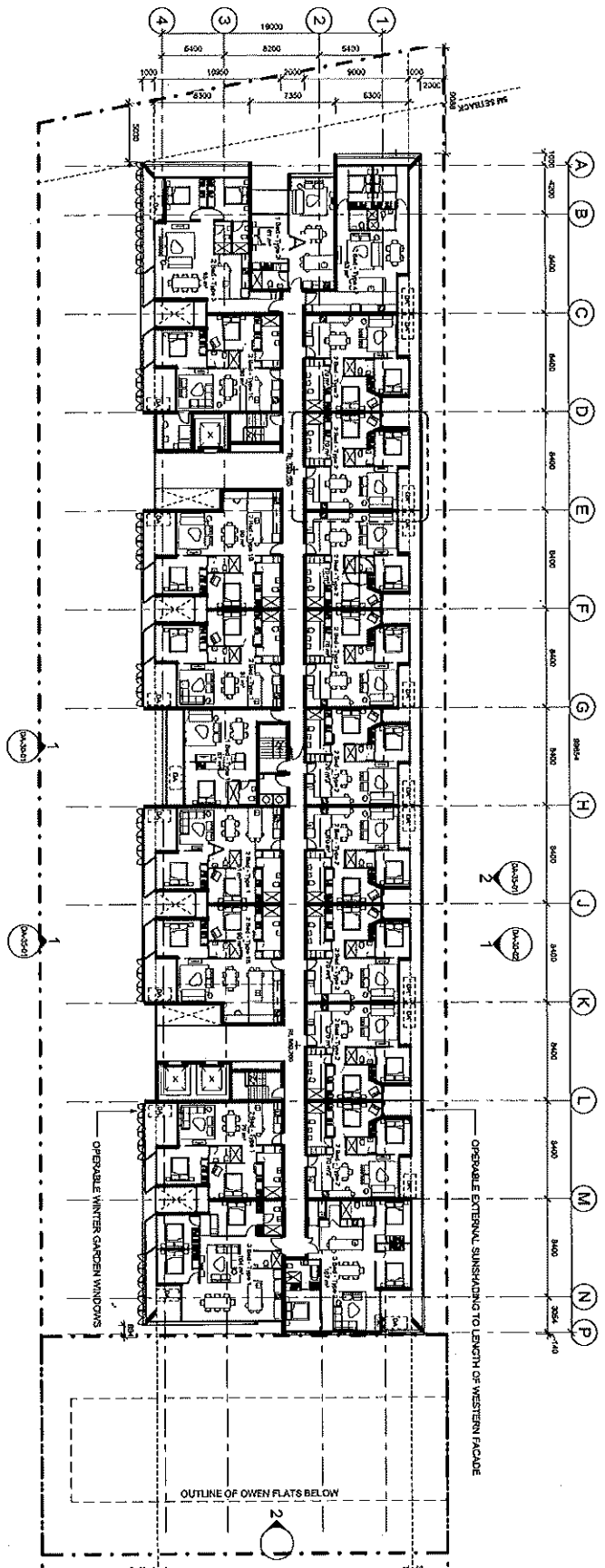
Drawing Title
LEVEL 2 - FLOOR PLAN

Drawing Number
DA-21-02

Date
23.02.18

Scale
1 : 200 @ A1

COX
 Cox Architecture
 Level 11, 110 Queen Street
 Sydney NSW 2000
 T +61 2 9232 4200
 www.coxarchitecture.com.au



AREA SCHEDULE - NSA - LEVEL 3

NAME	Count	AREA
1 Bed - Type 1	1	57 m ²
1 Bed - Type 2	1	61 m ²
2 Bed - Type 1	3	241 m ²
2 Bed - Type 1B	2	160 m ²
2 Bed - Type 1C	1	90 m ²
2 Bed - Type 2	9	625 m ²
2 Bed - Type 3	1	56 m ²
2 Bed - Type 4	1	83 m ²
3 Bed - Type 1	1	104 m ²
3 Bed - Type 2	1	107 m ²
Grand Total: 21		1845 m²

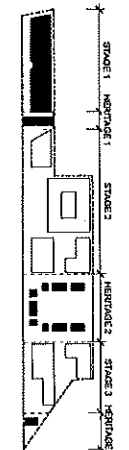
ABBREVIATION LEGEND

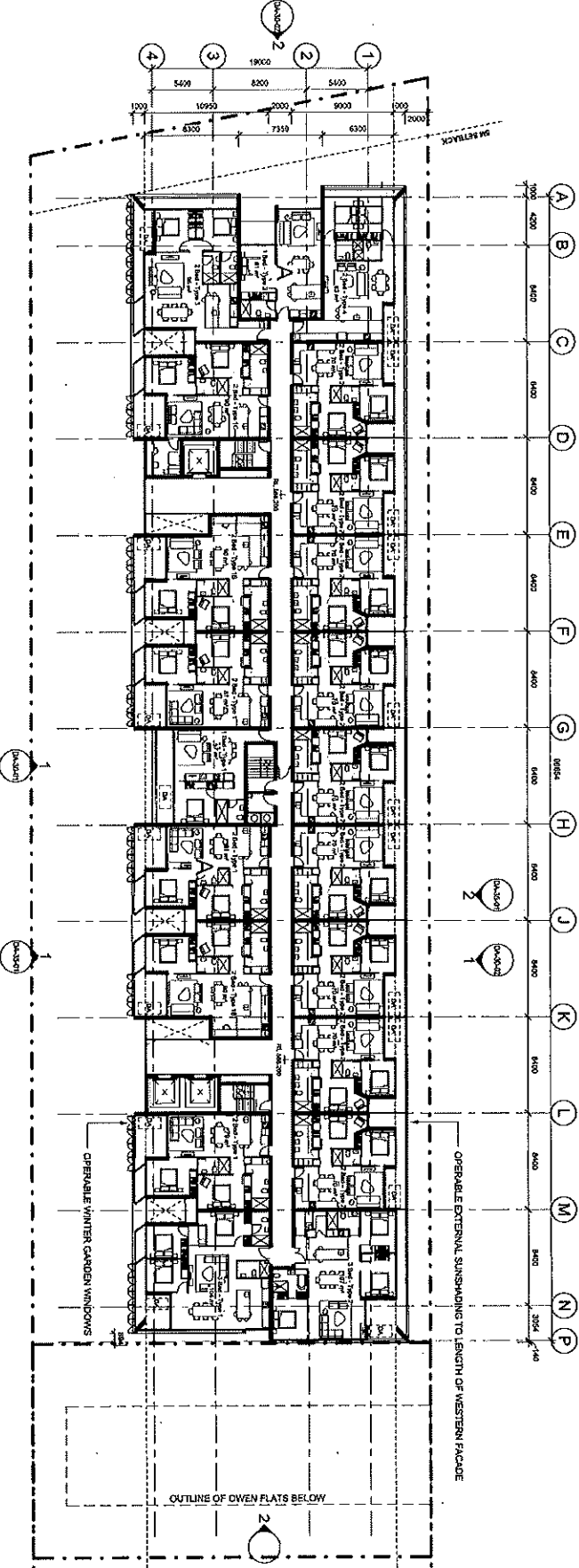
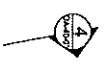
- DA: DRINKING AREA
- PIP: FIRE PROTECTION PIPING
- NO: MECHANICAL ROOM OVER
- ST: STORAGE

NOTES:

- TO BE REV'D IN CONSULTATION WITH LANDSCAPE ARCHITECT, REFER TO WIND, ACoustic, AND VIBRATION REPORTS.
- R/S SHOWN AS INDICATED. SUBJECT TO DETAIL DESIGN & FINAL ROOMFINISH / CIVIL LEVELS.
- ALL LIFT TO BE AS FOLLOWS COMPLIANT.
- ALL APPOINTMENTS TO COMPLY WITH AS 3998.4-2008 AND ACCESSIBILITY CODE.
- ALL LIFTING AREAS TO COMPLY WITH RELEVANT SECTIONS OF THE BCA & WWT STANDARDS.
- STORAGE LIMITS SUPPLIED FOR ALL RESIDENTIAL UNITS. BICYCLE STORAGE FOR RESIDENTIAL UNITS ACCOMMODATED WITH ALLOCATED STORAGE.

APPROVAL GRANTED
 IN ACCORDANCE WITH THE BUILDING ACT 2004
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PROJECT NAME: GRENFIELD
 DATE: 1/NOV/18





AREA SCHEDULE - NSA - LEVEL 5

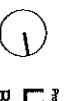
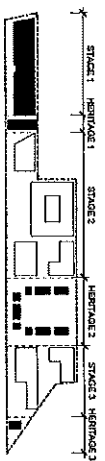
NAME	Count	AREA
1 Bed - Type 1	1	57 m ²
1 Bed - Type 2	1	61 m ²
2 Bed - Type 1	3	241 m ²
2 Bed - Type 1B	2	180 m ²
2 Bed - Type 1C	1	90 m ²
2 Bed - Type 2	9	626 m ²
2 Bed - Type 3	1	58 m ²
2 Bed - Type 4	1	53 m ²
3 Bed - Type 1	1	104 m ²
3 Bed - Type 2	1	107 m ²
Grand total:	21	1645 m²

ABBREVIATION LEGEND

DA : DRINKING AREA
 FI : FIRE INDICATOR PANEL
 FP : FIRE POINT
 M : MASONRY
 MS : MASONRY OVER
 S : STORAGE

NOTES:
 TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS
 REFER TO WIND, ACOUSTIC, AND VIBRATION REPORTS.
 THIS DRAWING IS INDICATIVE. SUBJECT TO FINAL DESIGN & PANEL
 SCHEMATIC/CIVIL LAYOUTS.
 ALL LIFTS TO BE AS STATED COMPLIANT.
 ALL ACCESSIBLE ROUTES TO COMPLY WITH AS 2894-4:2013
 AND ACCESSIBLE ROUTES TO COMPLY WITH BELLEVANT SECTION OF
 THE BUILDING STRAPWORKS.
 STORAGE UNITS SUPPLIED FOR ALL RESIDENTIAL UNITS. BICYCLE
 STORAGE FOR RESIDENTIAL UNITS ACCOMMODATED WITH
 ALLOCATED STORAGE.

PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 RELEVANT TO SECTION 142
 DEVELOPER NAME: COOKS BUILD
 BUILD: 1/2018



Project
LYNEHAM ON NORTHBORNE
BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
LEVEL 5 - FLOOR PLAN

Drawing Number
DA-21-05

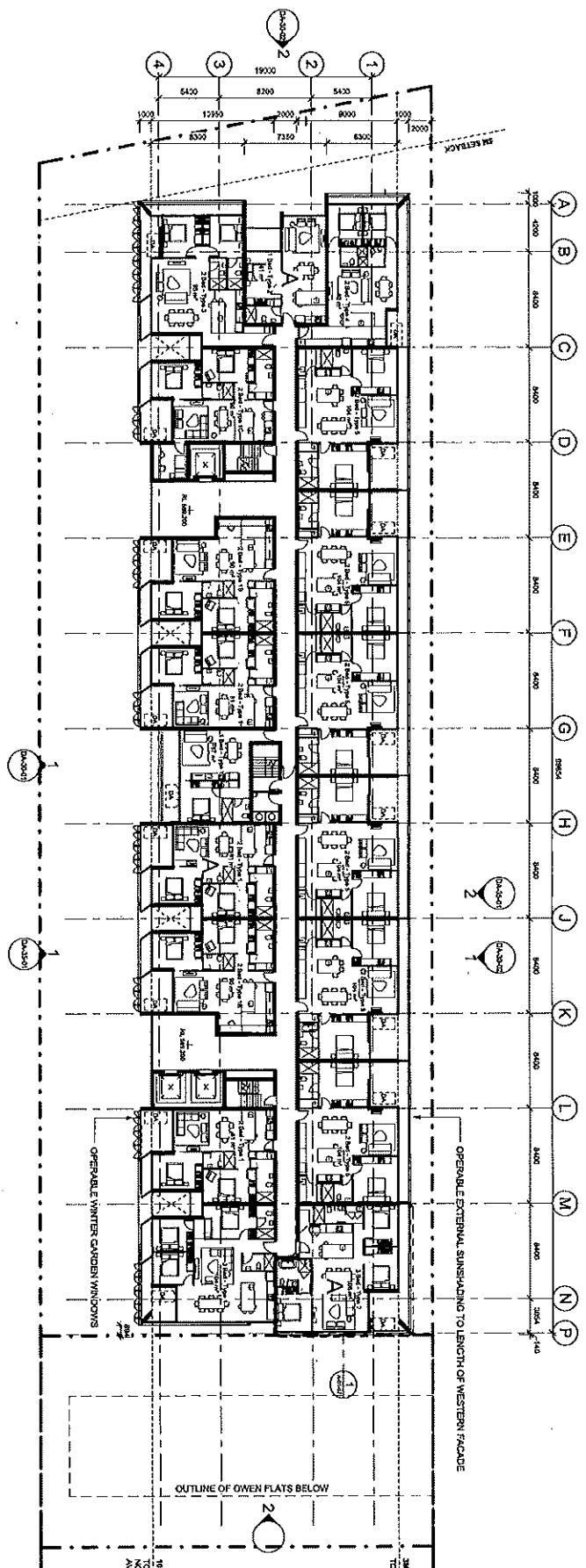
Date
23.02.18

Scale
1 : 200 @ A1

COOKS ARCHITECTURE
 Level 11, 115 Northborne Avenue
 Lyneham, SA 5256
 Phone: 08 8542 8222
 www.cooksarchitecture.com.au

AREA SCHEDULE - NSA - LEVEL 6

NAME	COUNT	AREA
1 Bnd - Type 1	1	57 m ²
1 Bnd - Type 2	1	61 m ²
2 Bnd - Type 1	3	242 m ²
2 Bnd - Type 1B	2	180 m ²
2 Bnd - Type 1C	1	90 m ²
2 Bnd - Type 3	1	85 m ²
2 Bnd - Type 4	1	83 m ²
2 Bnd - Type 5	6	625 m ²
3 Bnd - Type 1	1	104 m ²
3 Bnd - Type 2	1	106 m ²
Grand Total: 18		1645 m²



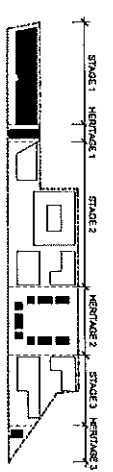
ABBREVIATION LEGEND

NA	NON-APPLICABLE
RA	REFUGED AREA
FR	FIRE INDICATOR PANEL
ML	MULTI-LEVEL
MO	MOVING OVER
ST	STAIRCASE

NOTES:

- TO BE RE-READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS.
- REFER TO VENT, ACQUISITION, AND REPAIRS REPORT.
- SEE SIGNAGE NEGATIVE - SUBJECT TO DETAIL DESIGN & FINAL FOOTING/CONCRETE.
- ALL LIFTS TO BE AS PER THE 13 COMPLAINT.
- ALL SUBMITTALS AND SPECIFICATIONS TO COMPLY WITH AS SPECIFIED AND ACCESSIBILITY CODE.
- ALL RAMPWAY AREAS TO COMPLY WITH RAMPWAY SECTIONS OF THE BCA & ASSET STANDARDS.
- STORAGE UNITS SUPPLIED FOR ALL RESIDENTIAL UNITS. BICYCLE STORAGE FOR RESIDENTIAL UNITS ACCOMPANIED WITH ALLOCATED STORAGE.

PLANNING AND DESIGN PART 200
APPROVAL GRANTED
 SUBJECT TO THE PROVISIONS OF THE
 PLANNING AND DESIGN ACT 2000
 PARLIAMENTS DECISION IN
 DESIGN NAME: CHRIS O'NEILL
 DATE: 18/02/18



Product
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

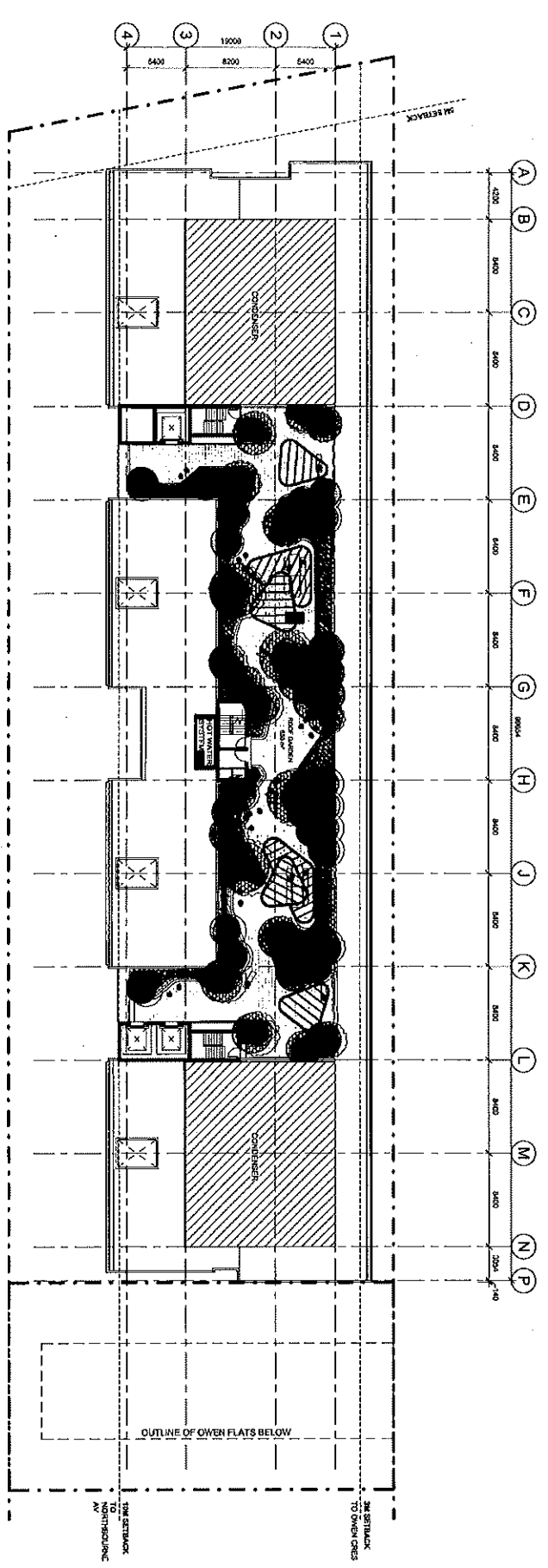
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LEVEL 6 - FLOOR PLAN

Drawing Number
DA-21-06

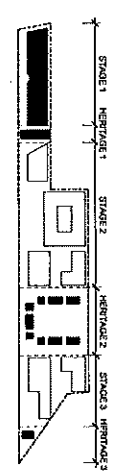
Date
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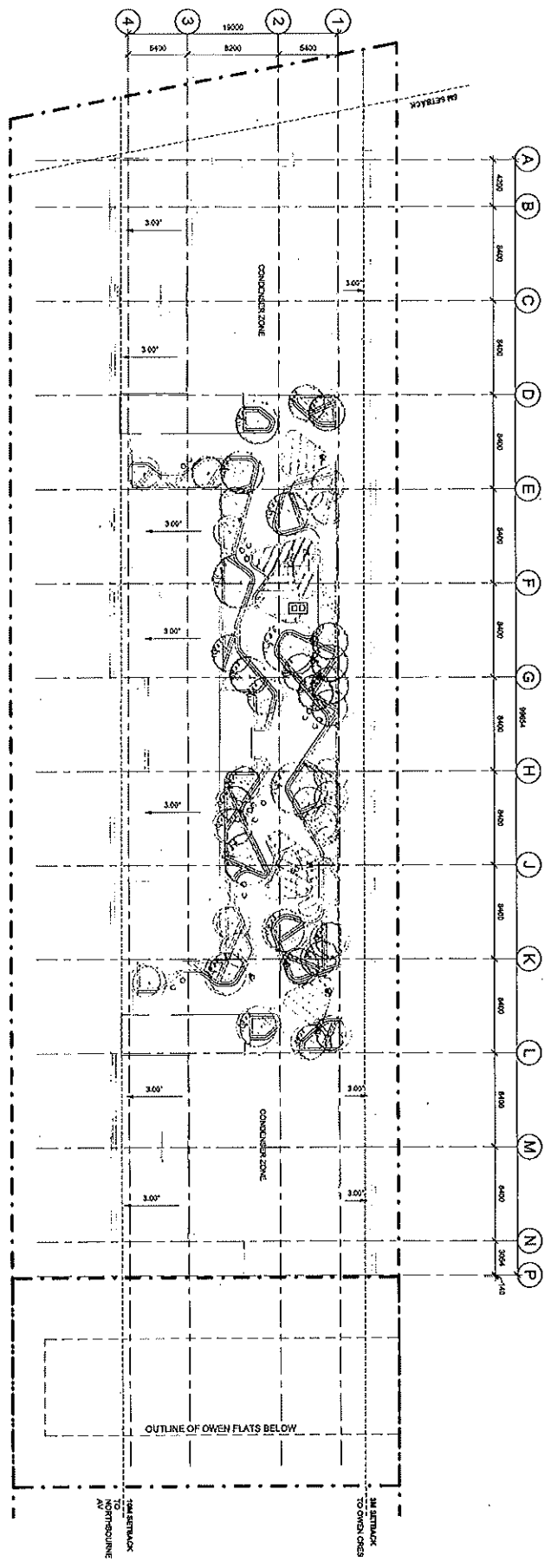
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 115 Northbourne Avenue
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 T + 61 2 8200 1111
 www.coor.com.au

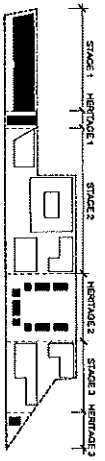


PLANNING AND BUILDING REGULATIONS ACT 2004
APPROVAL GRANTED
 SUBJECT TO THE TERMS AND CONDITIONS OF THE APPROVAL
 FORBIDDEN TO SECTION 115
 DESIGN NAME: CHIRIS GATE
 DATE: 16/02/16



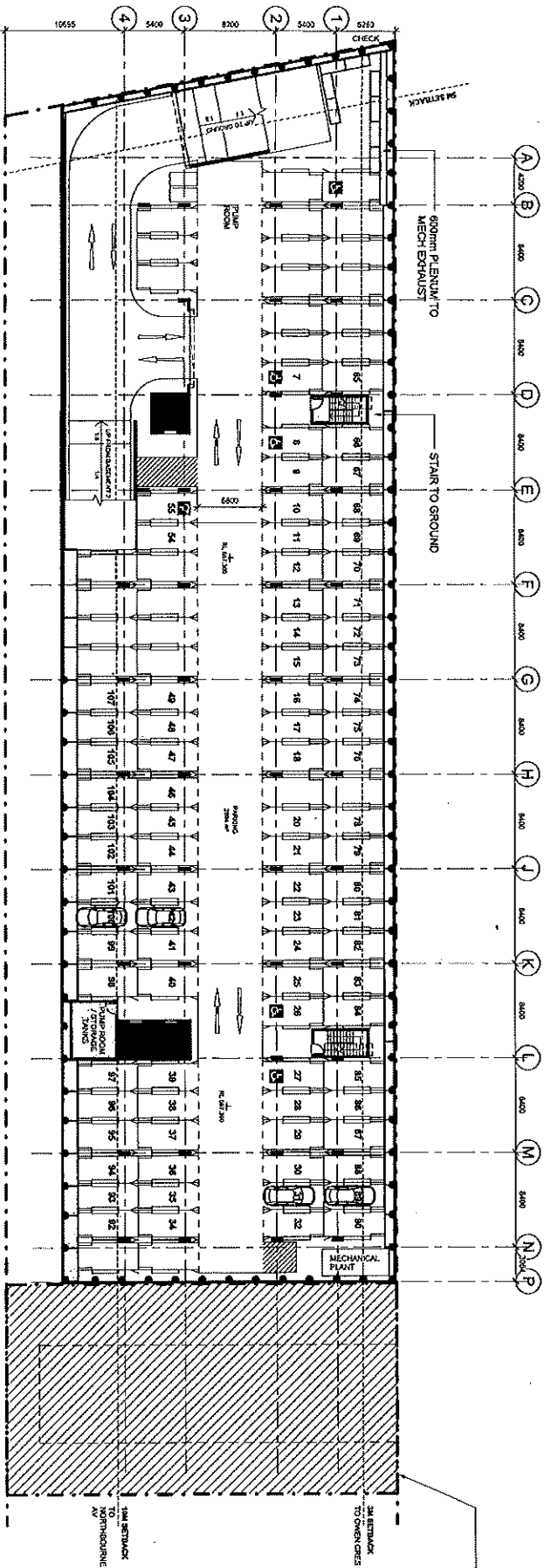


PLANNING AND DEVELOPMENT ACT 2016
APPROVAL GRANTED
 NOTICE OF THE COMMISSION SET OUT IN THE
 PRECEDING PARAGRAPH IS
 VALID UNTIL 11/12/2018
 Date 11/12/2018



AREA SCHEDULE - GFA - BASEMENT 1

NAME	Count	AREA
PARKING	1	2894 m ²
SERVICE	2	36 m ²
STAIR	2	24 m ²
STORAGE	60	1174 m ²
		3128 m ²

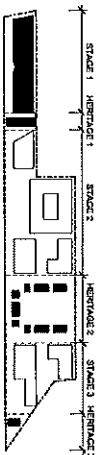


PARKING SCHEDULE

NUMBER OF SPACES

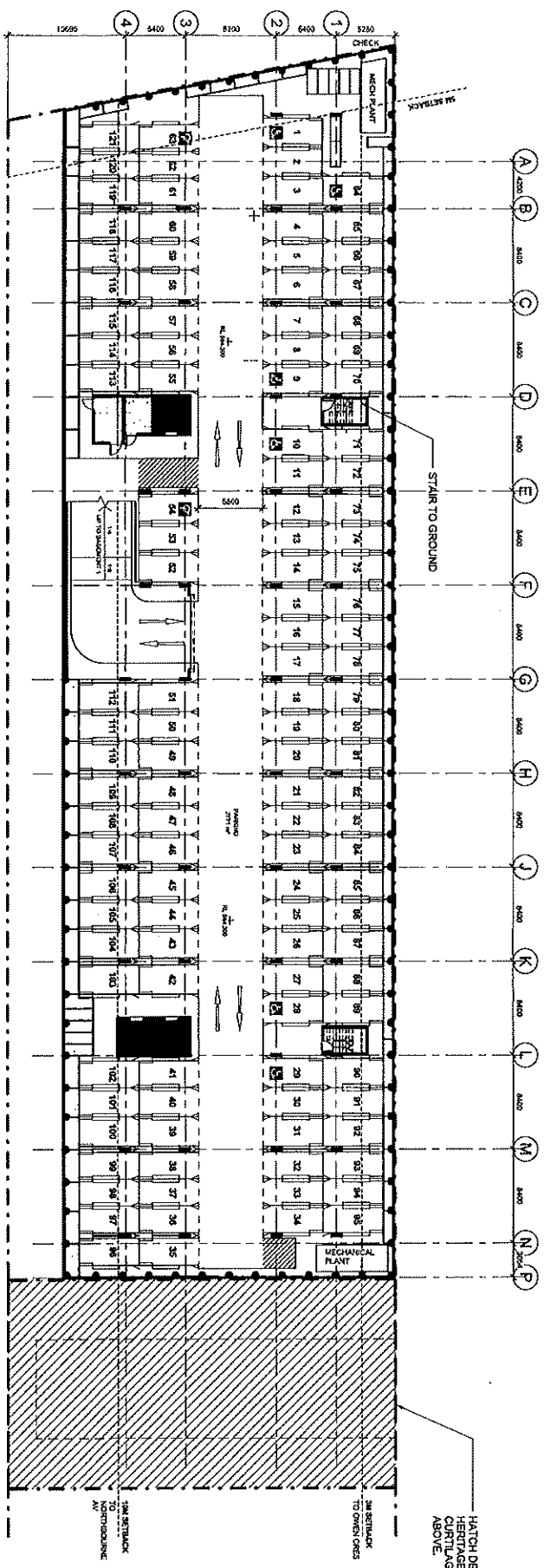
LEVEL	NUMBER OF SPACES
Accessoria Parking	8
BASEMENT 2	8
BASEMENT 1	5
LOWER GROUND FLOOR	1
	15
Motorcycle Parking	
BASEMENT 1	2
LOWER GROUND FLOOR	6
	8
Standard Parking	
BASEMENT 2	113
BASEMENT 1	116
LOWER GROUND FLOOR	58
	287
Grand total	280

PLANNING AND SUBMITTAL CONTROL
APPROVAL GRANTED
 SUBJECT TO THE NOTES ON REVISIONS
 PRESENT IN SECTION 10.6
 DESIGN NAME: CHASE DRILL
 DATE: 1/24/21



AREA SCHEDULE - GFA - BASEMENT 2

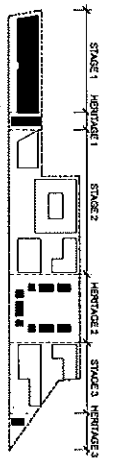
NAME	COUNT	AREA
PARKING	1	2777 m ²
SERVICE	3	51 m ²
STORAGE	81	228 m ²
		3049 m ²



PARKING SCHEDULE

LEVEL	NUMBER OF SPACES
Accessible Parking	
BASEMENT 2	8
BASEMENT 1	6
LOWER GROUND FLOOR	1
15	
Motorcycle Parking	
BASEMENT 1	2
LOWER GROUND FLOOR	6
8	
Standard Parking	
BASEMENT 2	113
BASEMENT 1	103
LOWER GROUND FLOOR	99
257	
Grand total	280

PLANNING AND DEVELOPMENT ACT 2006
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 INSTRUMENT OF CONDITION NO.
 DEVELOPER NAME: CHIRK-CELL
 DATE: 1/20/2018

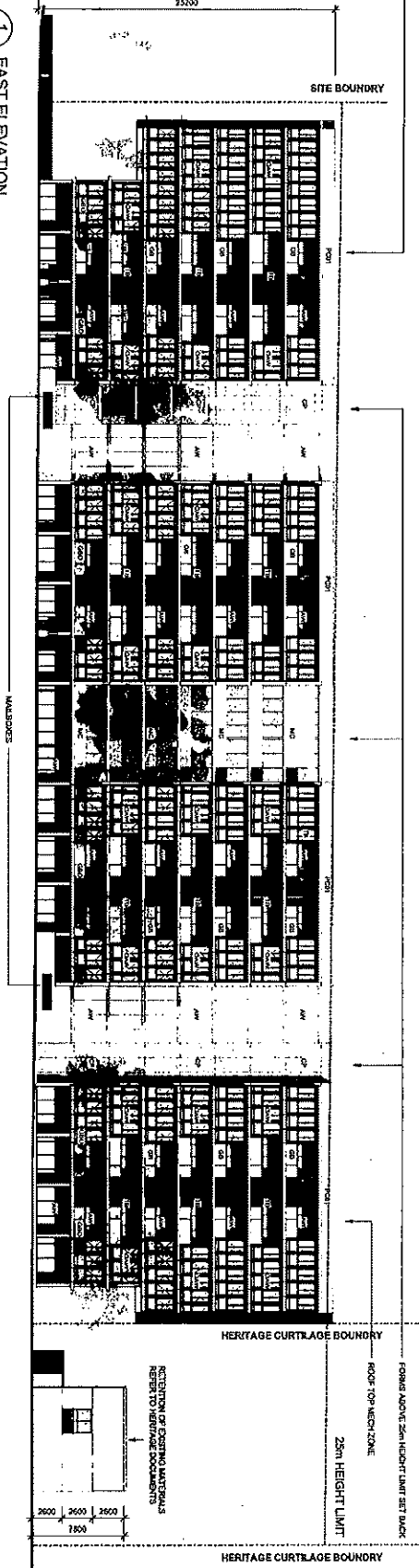


- MATERIAL KEY**
- AB3 ALUMINIUM EXTERIOR BRIDG
 - AV ALUMINIUM WINDOW SUITE
 - CB GLASS BALCONY
 - CS GLASS BALCONY
 - DB GLASS BALCONY
 - DC GLASS BALCONY
 - DD GLASS BALCONY
 - DE GLASS BALCONY
 - DF GLASS BALCONY
 - EG METAL CLADDING
 - EH METAL CLADDING
 - FI OPENED ALUMINIUM WINDOW SUITE
 - FJ OPENED ALUMINIUM WINDOW SUITE
 - FK PRECAST CONCRETE - OFF ROAD
 - FL PRECAST CONCRETE - WHITE
 - FM PRECAST CONCRETE - WHITE
 - FN PRECAST CONCRETE - WHITE
 - FO PRECAST CONCRETE - WHITE
 - FP PRECAST CONCRETE - WHITE
 - FR PRECAST CONCRETE - WHITE
 - FS PRECAST CONCRETE - WHITE
 - FT PRECAST CONCRETE - WHITE
 - GU METAL CLADDING

APPROVAL GRANTED
 PLANNING AND DEVELOPMENT ACT 2008
 SUBJECT TO THE CONDITIONS SET FORTH IN
 PLANS 115/2018/14
 DEVELOPER: CHMS 01/LL
 DATE: 12/2/2018

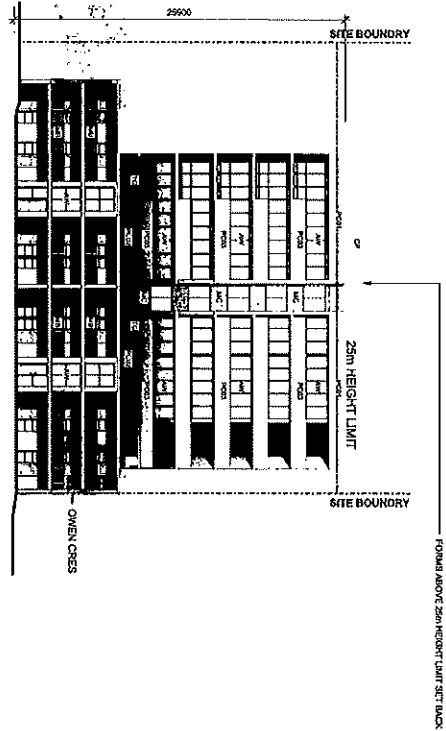
ROOF	598.200	5000
LEVEL 8	595.200	5000
LEVEL 7	592.200	5000
LEVEL 6	589.200	5000
LEVEL 5	586.200	5000
LEVEL 4	583.200	5000
LEVEL 3	580.200	5000
LEVEL 2	577.200	5000
LEVEL 1	574.200	5000
UPPER GROUND FLOOR	571.000	5000

1 EAST ELEVATION
 SCALE 1:200



ROOF	598.200	5000
LEVEL 8	595.200	5000
LEVEL 7	592.200	5000
LEVEL 6	589.200	5000
LEVEL 5	586.200	5000
LEVEL 4	583.200	5000
LEVEL 3	580.200	5000
LEVEL 2	577.200	5000
LEVEL 1	574.200	5000
LOWER GROUND FLOOR	571.000	5000

2 NORTH ELEVATION
 SCALE 1:200



LYNEHAM ON NORTHBORNE
 BLOCK 3 SECTION 115 LYNEHAM

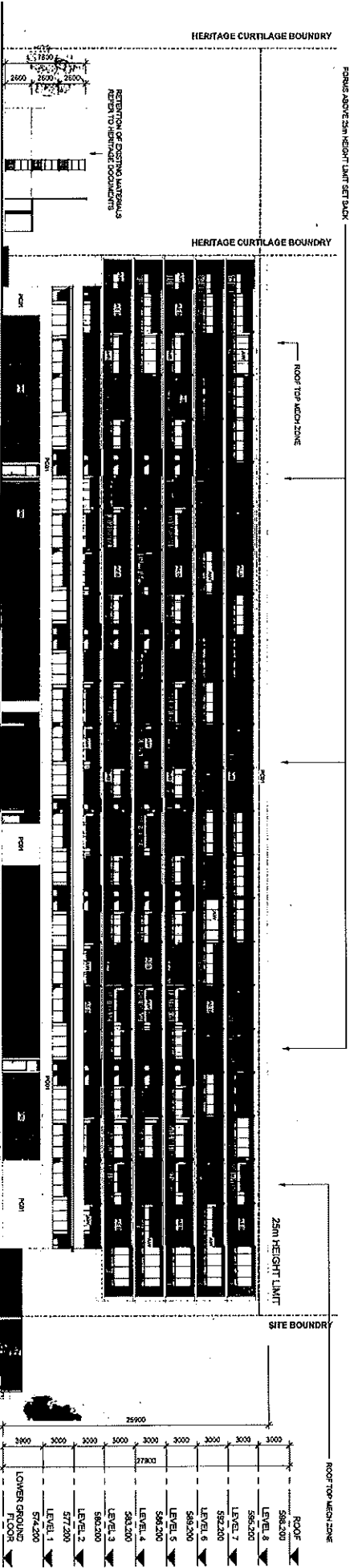
NORTH & EAST ELEVATIONS

DA-30-01 22.09.17 1:200 @ A1

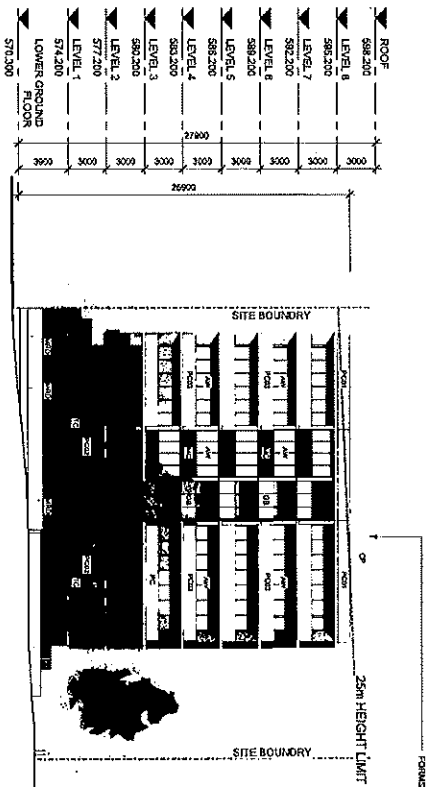


MATERIAL KEY

ALB	ALUMINIUM EXTERNAL SLIND
AW	ALUMINIUM WINDOW SILE
CB	CORRUGATED METAL ROOFING
DB	GLASS BALUSTRADE
MB	STEEL PLAT BALUSTRADE
MC	METAL CLADDING
MO	ORIGINAL ALUMINIUM WINDOW SILE
OW	ORIGINAL CONCRETE
PC	PRECAST CONCRETE
PF	PRECAST CONCRETE - WHITE
TC	TIMBER CLADDING



1 WEST ELEVATION
SCALE 1:200



2 SOUTH ELEVATION
SCALE 1:200

PLANNING AND DEVELOPMENT ACTIVITY
APPROVAL GRANTED
 SUBJECT TO NOTICE OF DECISION
 PROVISION TO SECTION 94
 Display Name: CHAS DELL
 Date: 1/20/18

Project
LYNEHAM ON NORTHBORNE
BLOCK 3 SECTION 115 LYNEHAM

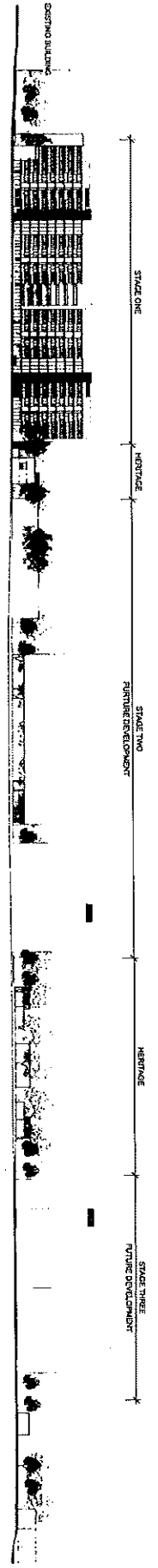
Drawings Title
SOUTH & WEST ELEVATIONS

Drawing Number: **DA-30-02**
 Revision: **22.03.18**
 Scale: **1:200 @ A1**

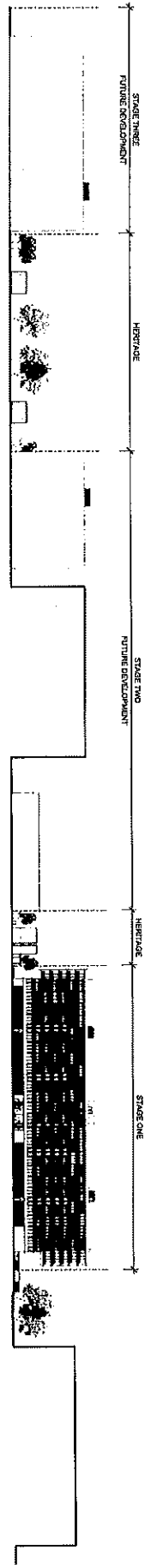
Cox Architecture
 Level 4, 178 Victoria Street
 Melbourne VIC 3000
 T +61 3 929 6200
 www.coxarchitect.com.au

COX

1 NORTHBOURNE STREETSCAPE
EXISTING SCALE 1:750



2 OMEN CRESS STREETSCAPE
EXISTING SCALE 1:750



PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 NOTIFIED TO THE PUBLIC BY THE
 PLANNING TRIBUNAL ON 17/11/2010
 Design name: CHASFIELD
 Date: JACOB

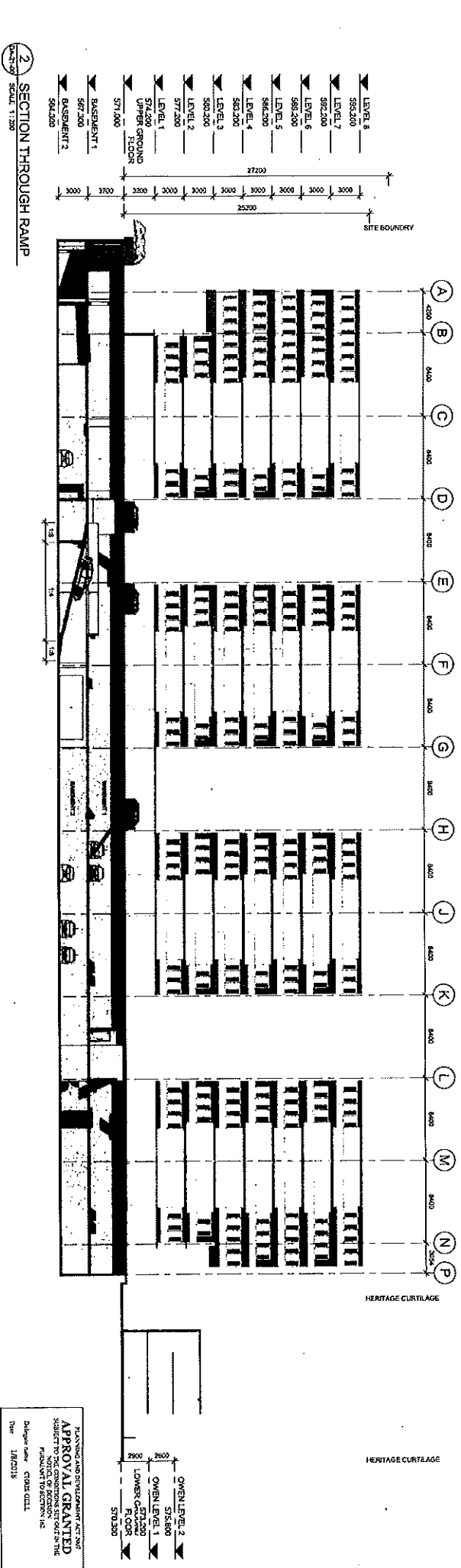
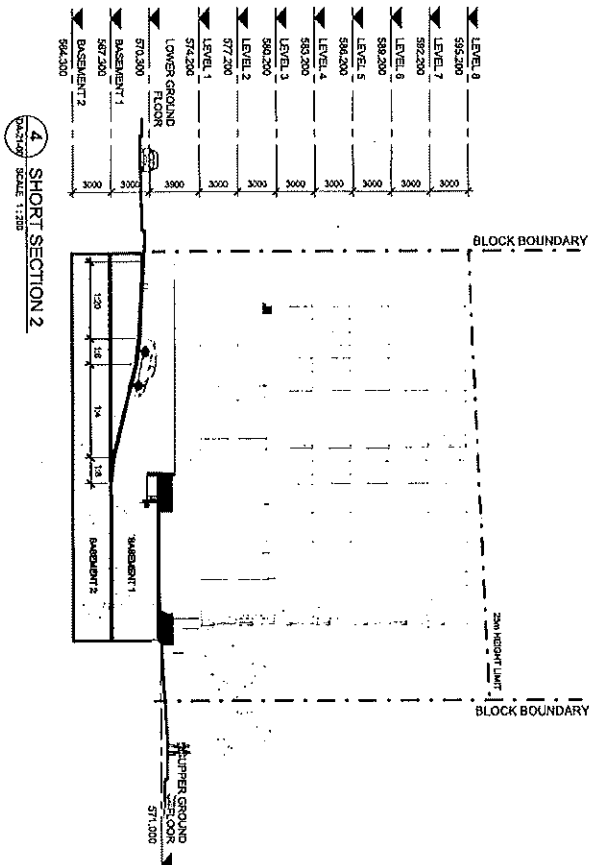
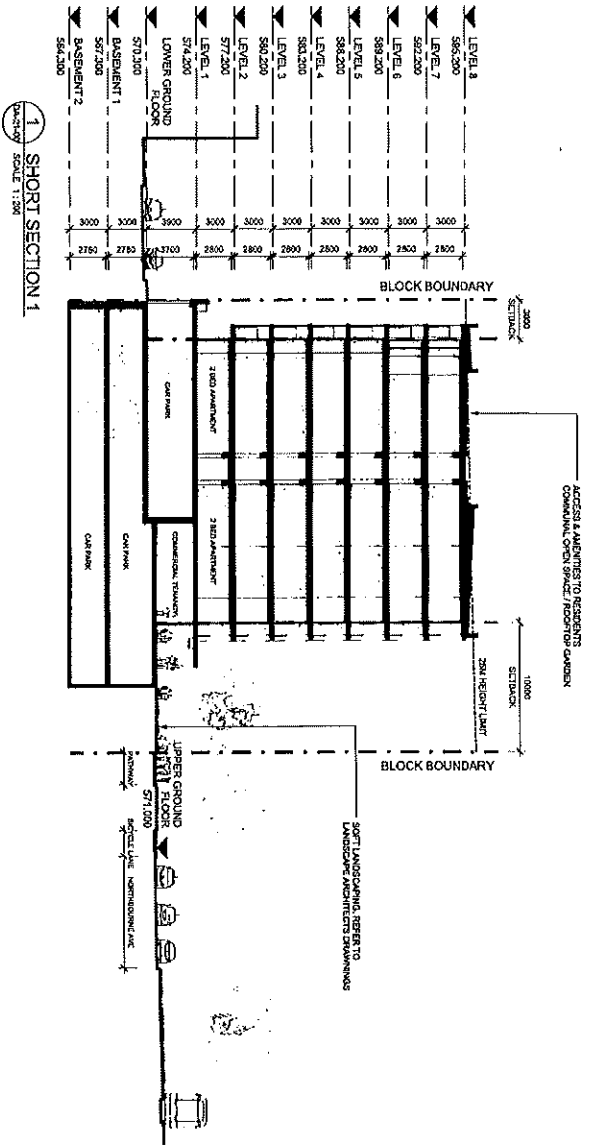
Project
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
STREETSCAPE ELEVATIONS

Drawing Number: **DA-35-01**
 Revision: **22.09.17**
 Scale: **1:750 @ A1**

COX ARCHITECTURE
 17-21 COLINDALE AVENUE
 LONDON NW9 2EQ
 TEL: 020 8453 2300
 WWW.COXARCHITECTURE.COM





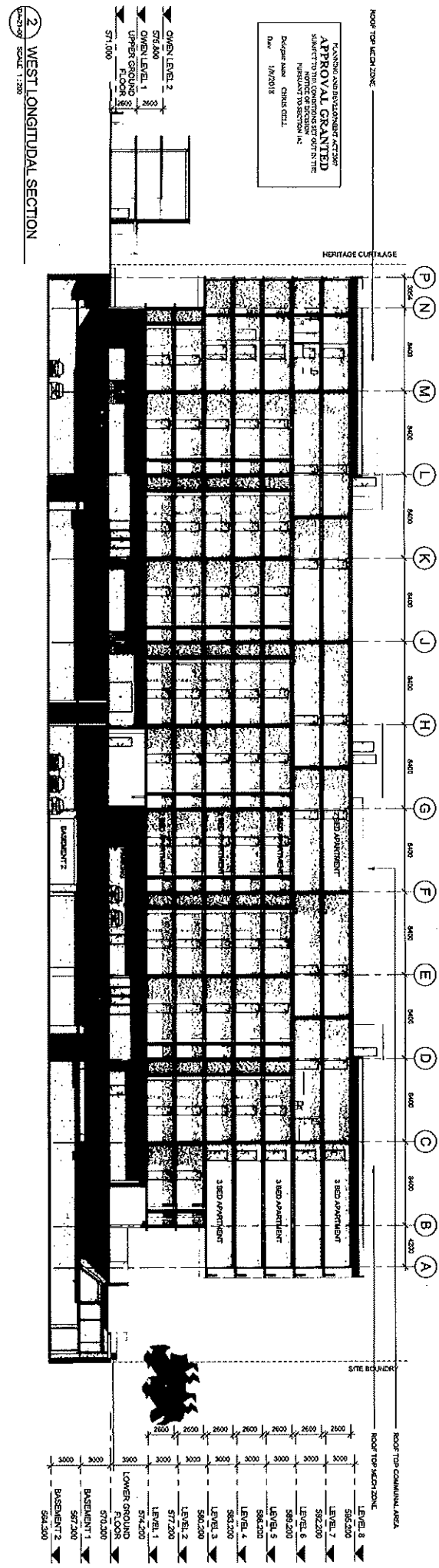
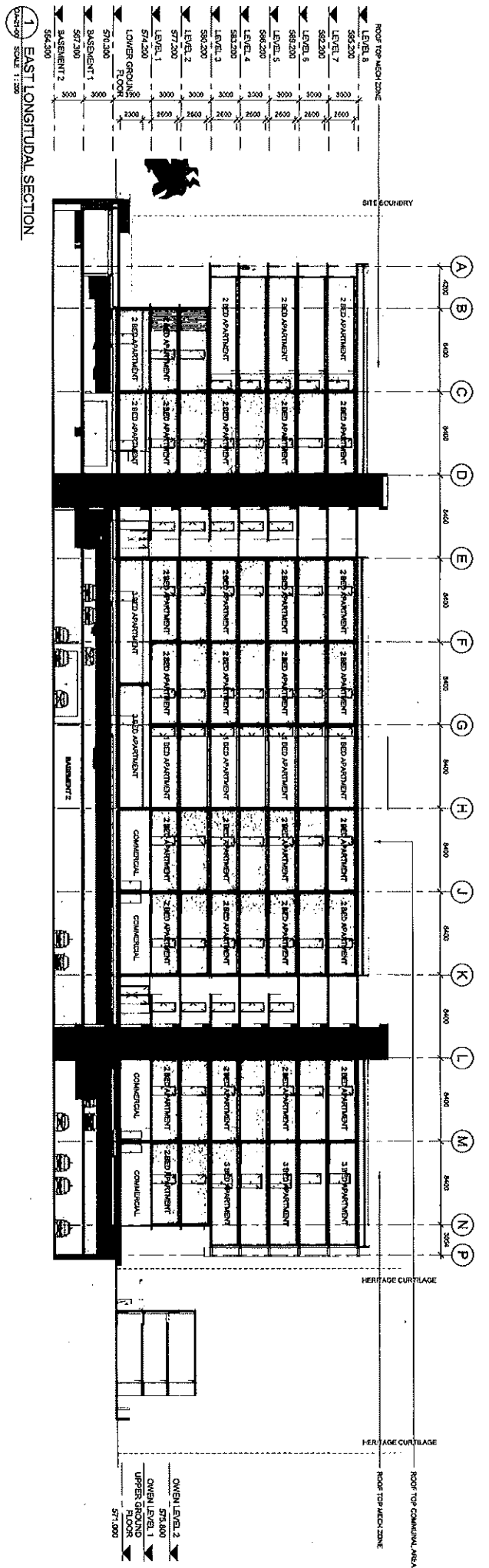
PLANNING AND DEVELOPMENT ACT 1990
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 PLANNING PERMISSION
 DEVELOPER NAME: CH2M HILL
 DATE: 18/02/15

Project
LYNEHAM ON NORTHBORNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
SECTIONS SHEET 01

Drawing Number: DA-40-01
 Date: 22.09.17
 Scale: 1:200 @ A1

COX
 Cox Architecture
 115 Northbourne Avenue
 Christchurch, New Zealand
 T +64 3 732 8200
 www.coxarchitecture.co.nz



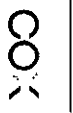
PLANNING AND DEVELOPMENT ACTIVITY
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 RELEVANT POSITIONING PLAN
 Date: 1/6/2018
 Design team: CH2M HILL

Project
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

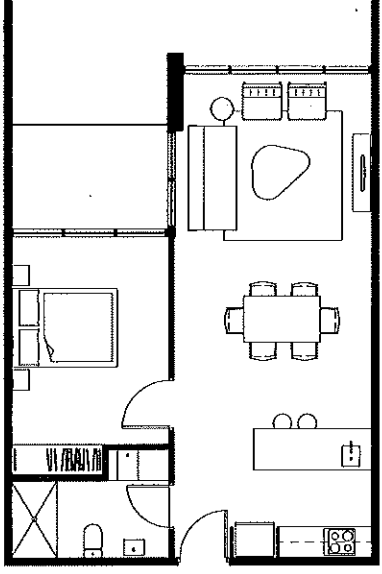
Drawing Title
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Drawing Number: DA-40-02
 Revision:
 Date: 22.09.17
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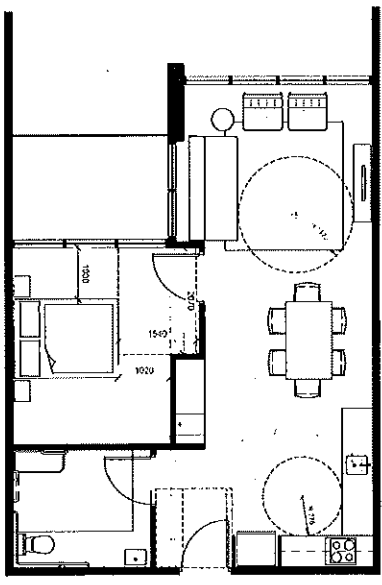
Our Architectural
 team is fully
 committed to
 your satisfaction



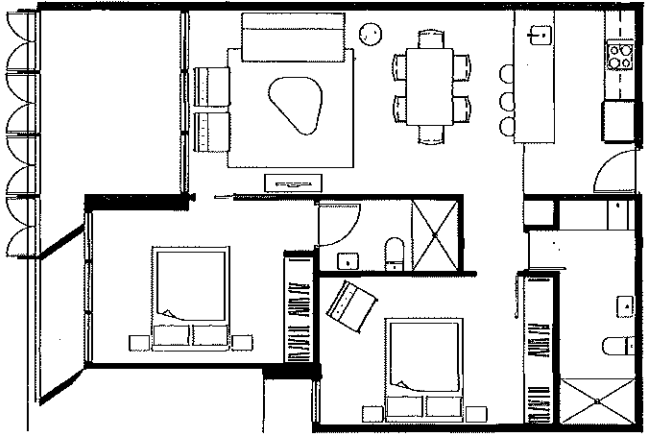
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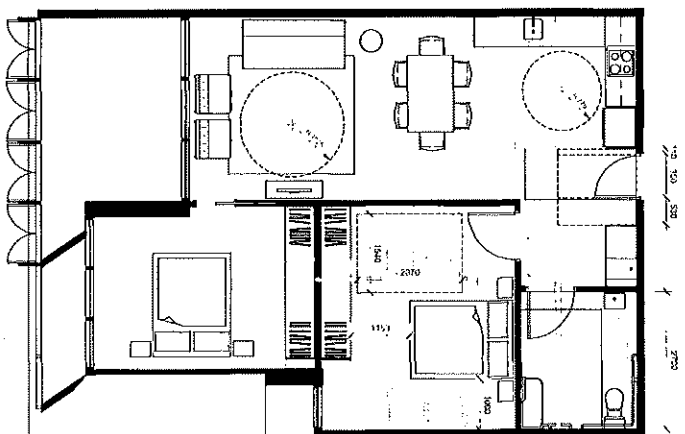
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PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 PLANNING PERMISSION IS
 SUPERSEDED BY SECTION 162
 DETERMINATION CODES CELL
 Date 16/03/18



1 2 BED - TYPE 1 (PRE)
SCALE 1:50



2 2 BED - TYPE 1 (POST)
SCALE 1:50

PLANNING AND DESIGN/ARCHITECTURE
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICES OF DECISION
 DEVELOPER NAME: CHRIS CULL
 DATE: 18/02/18

Project
LYNEHAM ON NORTHBOURNE

Drawing Title
ADAPTABLE UNIT PLANS

Drawing Number
DA-51-02

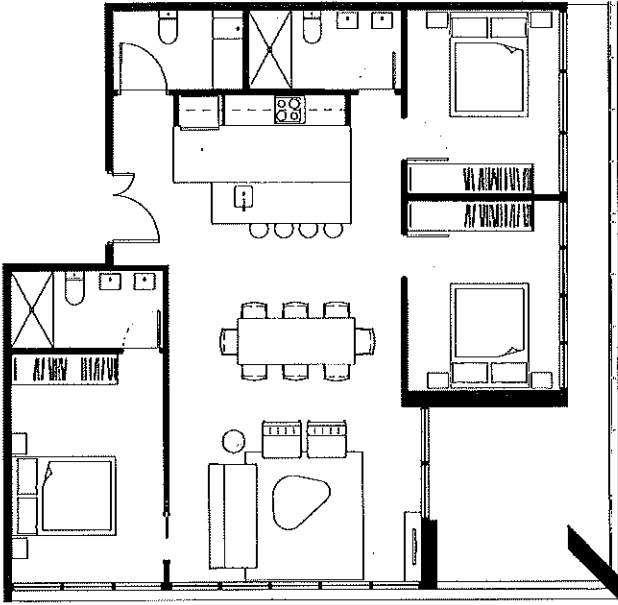
Version
1

Date
22.09.17

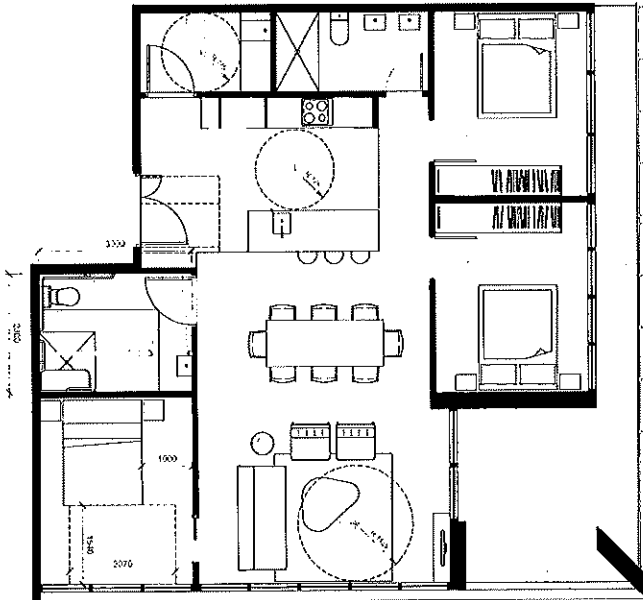
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COX ARCHITECTURE
 100, WILTON ROAD
 LONDON, W15 3JH
 TEL: 020 7232 0000
 WWW.COXARCHITECTURE.COM





1 3 BED - TYPE 1 (PRE)
 SCALE 1:50



2 3 BED - TYPE 1 (POST)
 SCALE 1:50

FOR INFORMATION AND RECORD ONLY
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET FORTH IN
 THE APPROVAL LETTER AND THE
 PLANS AND SPECIFICATIONS
 DATE: 1/26/2018
 DESIGNER: CHRIS GULL

Project
LYNEHAM ON NORTHBOURNE

Drawing Title
ADAPTABLE UNIT PLANS

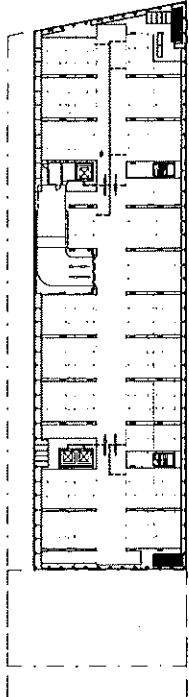
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DA-51-03

Date
22.09.17

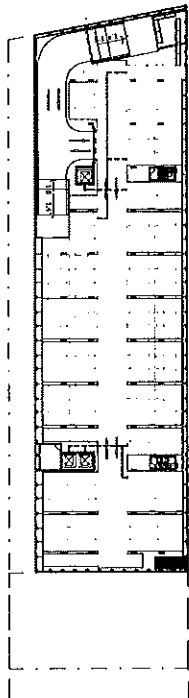
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COX
 CONSULTANTS
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1B 2E1
 TEL: 416-291-1000
 WWW.COXCANADA.COM

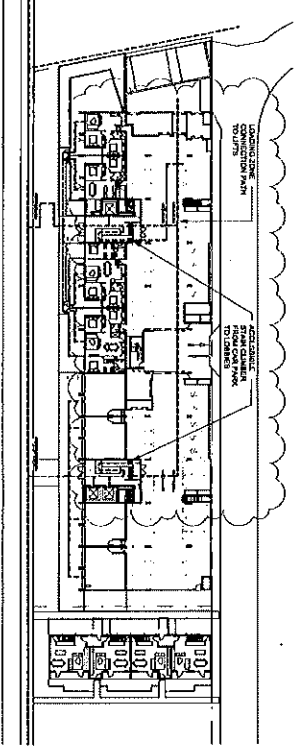




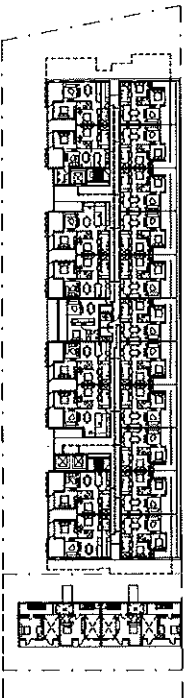
1 BASEMENT 2
DA-61-01-3
SCALE 1:500



2 BASEMENT 1
DA-61-01-3
SCALE 1:500



3 GROUND FLOOR
DA-61-01-3
SCALE 1:500



4 LEVEL 1
DA-61-01-3
SCALE 1:500

7/2/2018 AND DEVELOPMENT ACT 2016
APPROVAL GRANTED
 SUBJECT TO NOTICE OF DECISION
 PURSUANT TO SECTION 94
 DEVELOPER NAME: CHUS ELLI
 DATE: 1/8/2018



Project
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 1-15 LYNEHAM

Drawing Title
ACCESSIBLE PATH OF TRAVEL

Drawing Number: DA-61-01 3
 Revision: 30.05.18
 Date: 1:500 @ A1

Cox Architecture
 Level 1, 15 South Street,
 Northbourne, Christchurch,
 T-41 7228 (03)
 www.coxarchitecture.co.nz





Project
LYNEHAM ON NORTHBOURNE
BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
ACCESSIBLE PATH OF TRAVEL

Drawing Number
DA-61-02

Revision:

Date
23.02.18

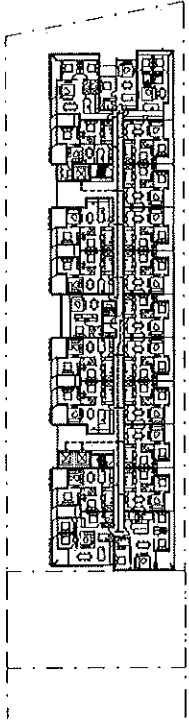
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Coz Architects
115 Northbourne
Christchurch
7541 1232 0200
www.cozarchitects.com

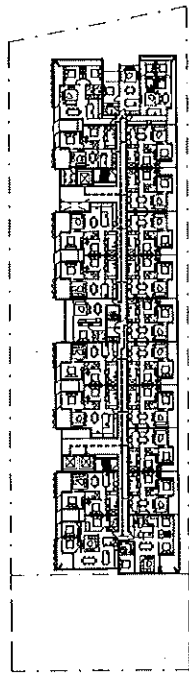


PLANNING AND DEVELOPMENT ACTION
APPROVAL GRANTED
SUBJECT TO THE
ADVICE OF DISTRICT
PLANNING OFFICER
RESIDENT TO SECTION 115
Lyneham name: CHRIS DELL
Date: 14/02/18

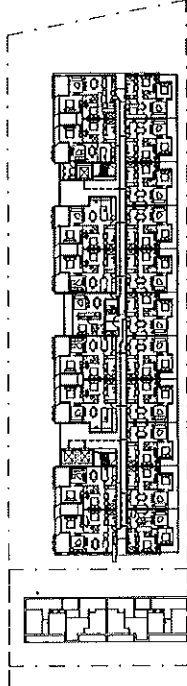
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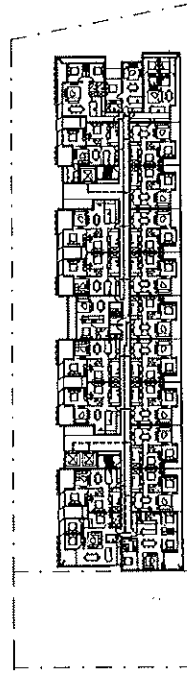
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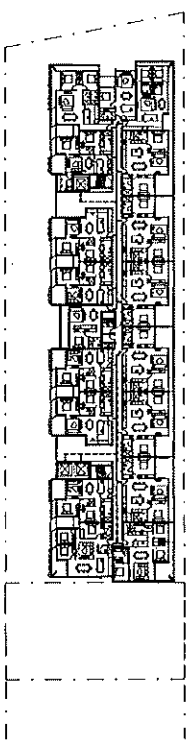


1 LEVEL 2
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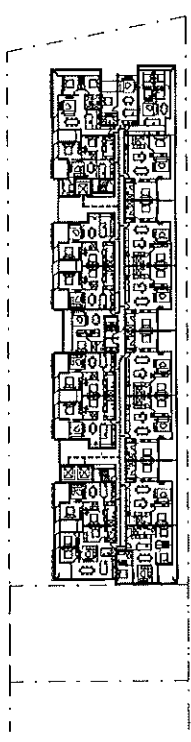


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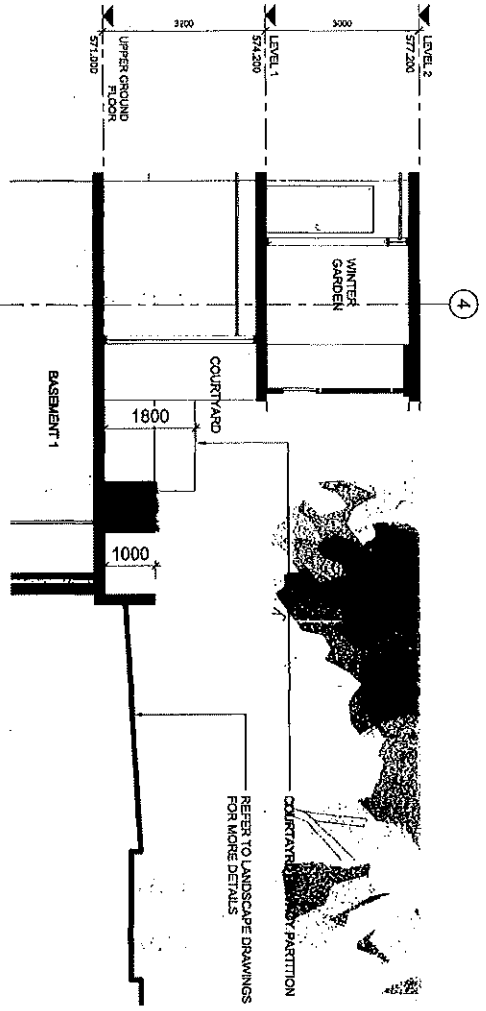
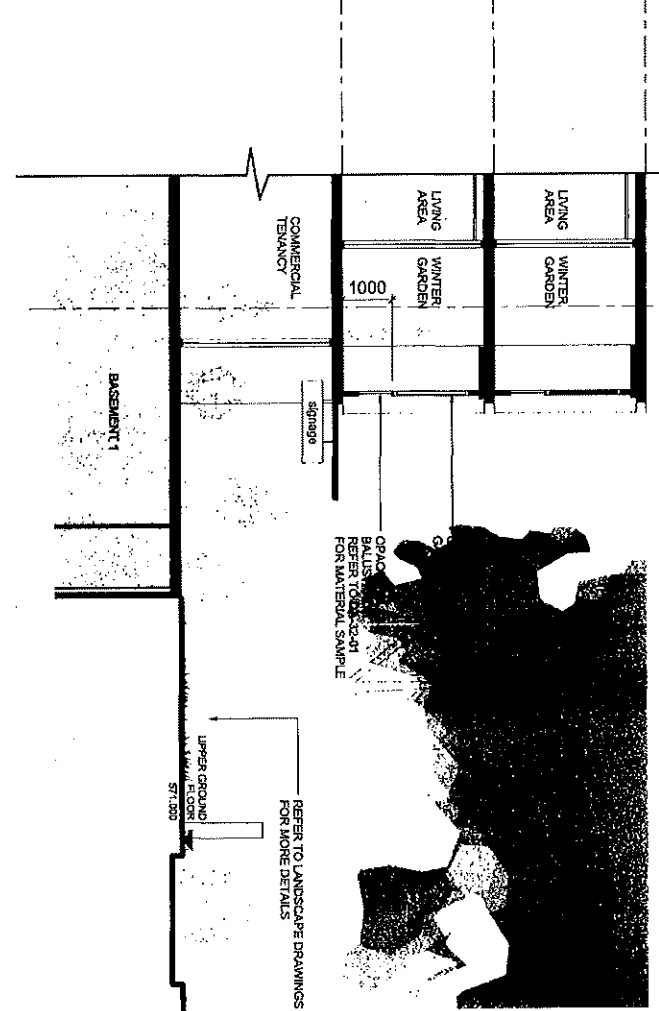
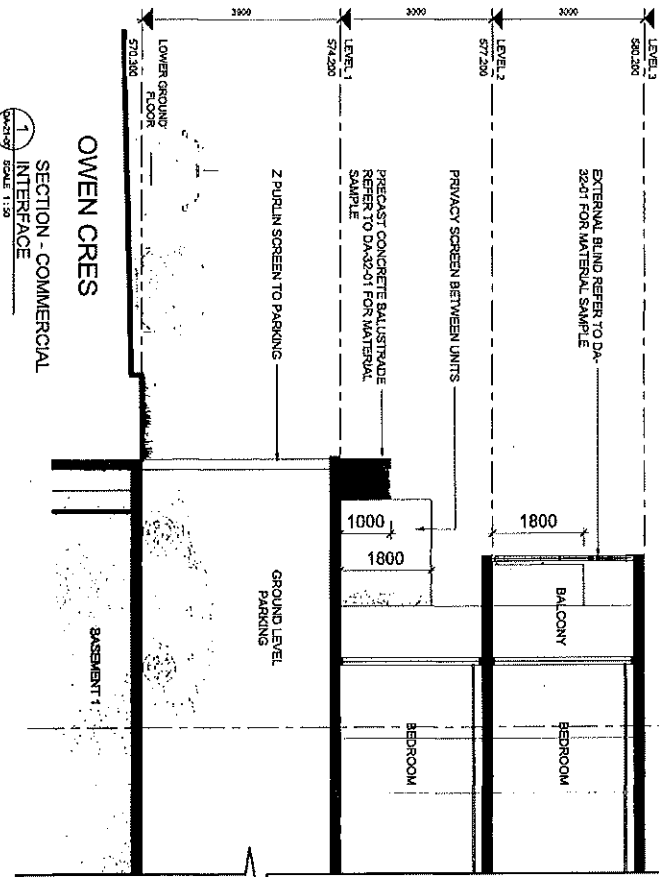
1 LEVEL 6
 ARCHD SCALE 1:500



2 LEVEL 7
 ARCHD SCALE 1:500

PLANNING AND DESIGN SERVICES
APPROVAL GRANTED
 SHEET NO. DA-61-03 FOR THE
 PROJECT NO. DA-61-03
 DESIGNER: CHRIS DELL
 DATE: JAN 2018

PLANNING DEPARTMENT APPROVED
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS OF THE
 NOTICE OF DECISION
 RESIDENTIAL SECTION 42
 DA-65-01-17
 DATE 16/09/15



Project
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title
INTERFACE DETAIL

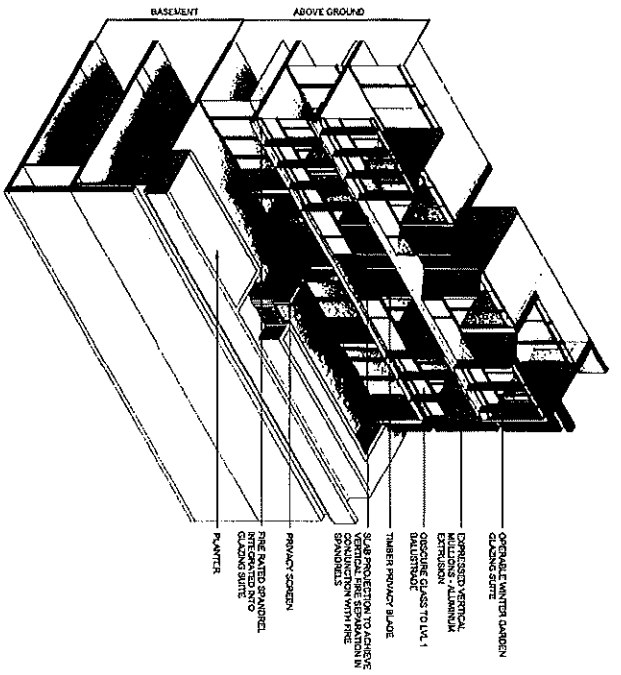
Drawing Number
DA-65-01

Revision
 1

Date
22.09.17

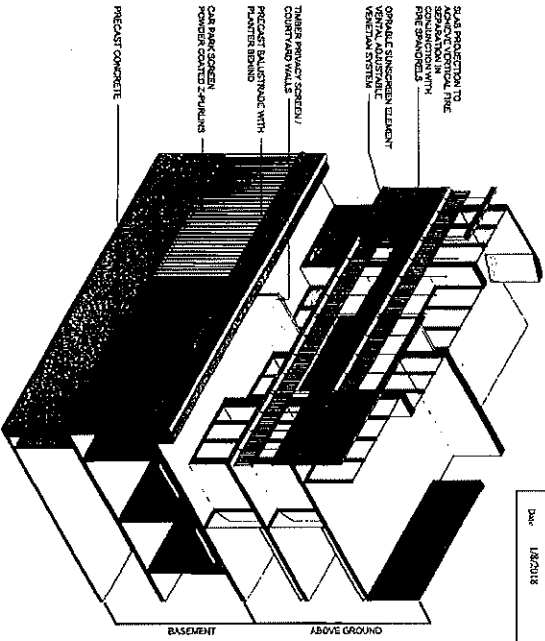
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1 : 50 @ A1

Cox Architecture
 Level 1, 172 Northbourne Avenue
 Brighton BN1 1AB
 T: 01273 805000
 www.coxarchitecture.com



1 NORTHBOURNE DETAIL FACADE AXO
SCALE

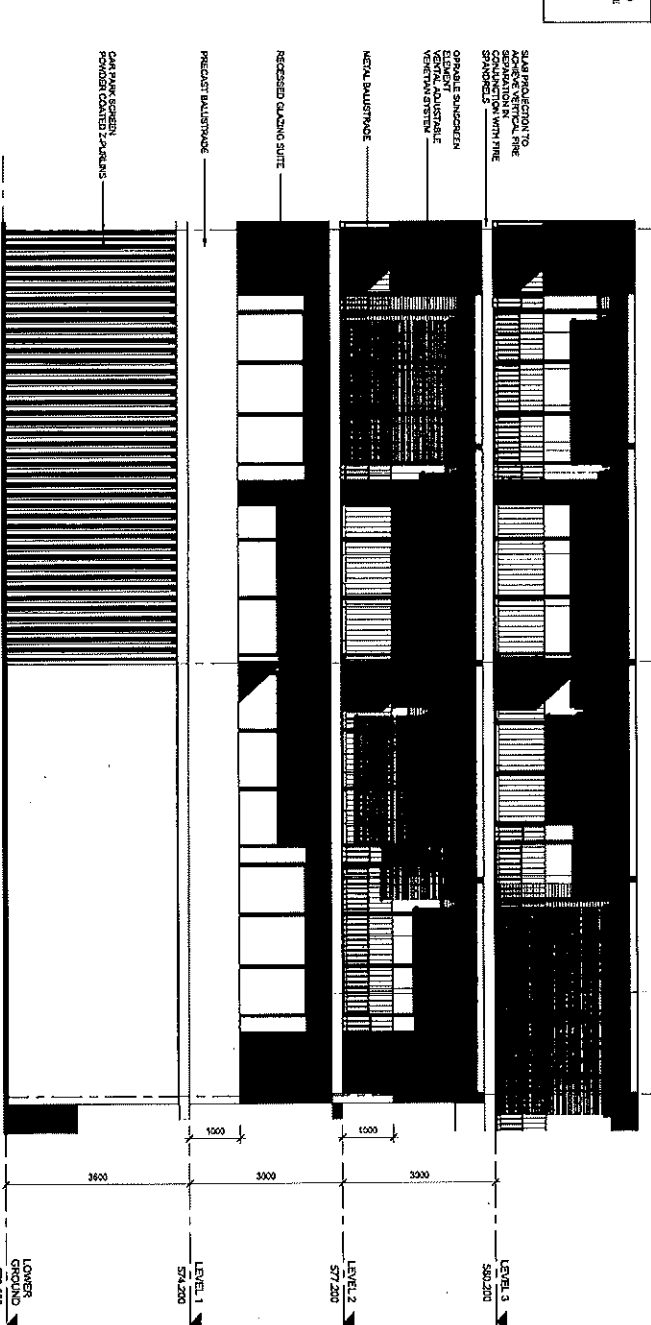
71 NORTHBOURNE AND 201 WEST GERRARD STREET EAST
APPROVAL GRANTED
SUBJECT TO BUILDING DEPARTMENT REVIEW
PROJECT NO. 2017-0001
DESIGNER: COX ARCHITECTS
DATE: LAUREN



3 OWEN CRESS DETAIL FACADE AXO
SCALE

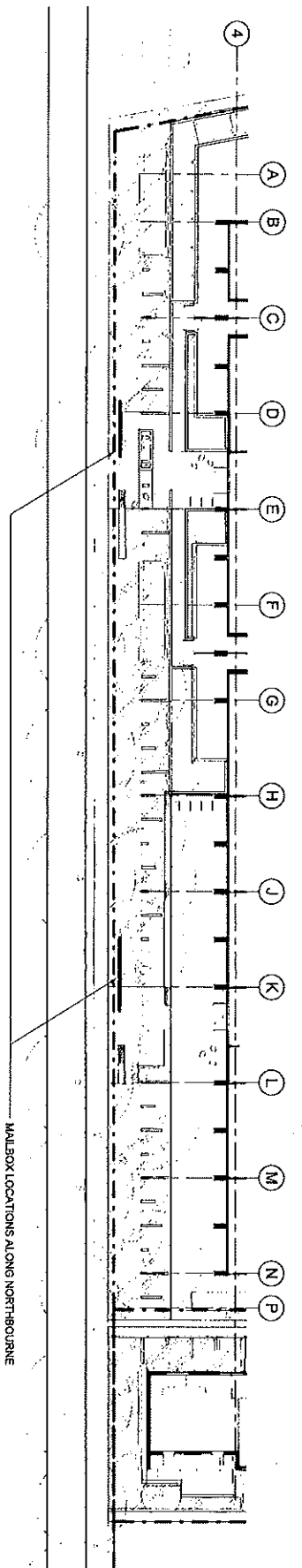


2 NORTHBOURNE DETAIL ELEVATION
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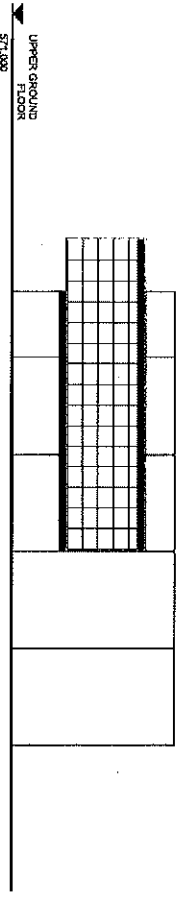


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SCALE 1:50

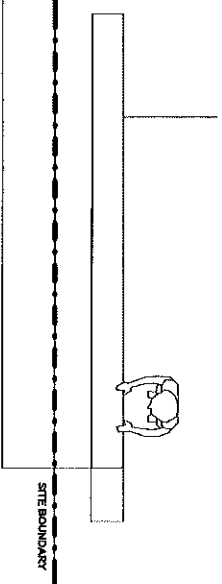




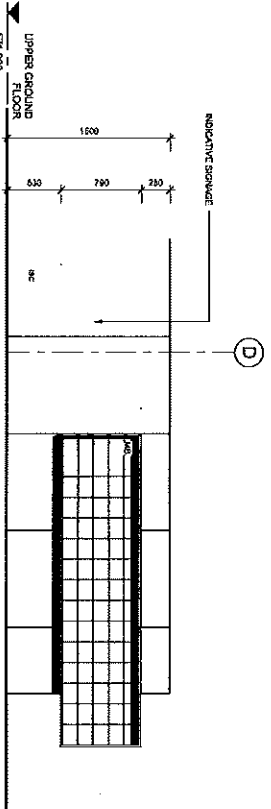
6 MAILBOX LOCATION PLAN
SCALE 1:250



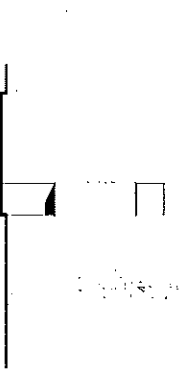
3 REAR MAILBOX ELEVATION
SCALE 1:250



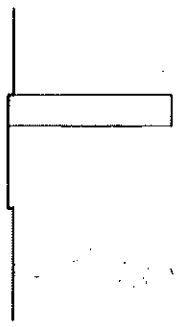
1 MAILBOX PLAN
SCALE 1:250



2 FRONT MAILBOX ELEVATION
SCALE 1:250



4 NORTH MAILBOX ELEVATION
SCALE 1:250



5 SOUTH MAILBOX ELEVATION
SCALE 1:250

LEGEND
 MB MAILBOX
 ISC IN-SITU CONCRETE

NOTE
 -MAIL BOXES TO BE SPLIT BETWEEN THE TWO LOCATIONS INDICATED ON THE LOCATION PLAN.
 -OPEN FLATS MAILBOXES TO BE LOCATED WITHIN THE NORTHERN GROUPING.

PLANNING AND DEVELOPMENT
APPROVAL GRANTED
 VALID FOR 12 MONTHS FROM DATE OF ISSUE
 DESIGNER NAME: CHRIS GILL
 DATE: JAN 2018

Project:
LYNEHAM ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title:
TYPICAL MAILBOX DETAILS

Drawing Number: DA-90-02
 Revision:
 Date: 22.09.17
 Scale: As indicated @ A1

Cox Architecture
 Level 1, 55 Market Street
 Melbourne VIC 3000
 T: 03 9412 0200
 F: 03 9412 0201
 www.coxarchitect.com.au

COX

LEGEND - Tree Assessment Plan 101

--- BLOCK BOUNDARY

--- HERITAGE CURTLAGE BOUNDARY

○ EXISTING TREE

TREE IDENTIFICATION

063 579 423 TREE NUMBER
 063 579 423 TREE IDENTIFICATION CODE
 063 579 423 TREE QUALITY RATING
 063 579 423 STRIKE THROUGH OF PRIOR 2014 ASSESSMENT WHERE UPDATED

SUPPLEMENTARY NOTES

(REGU) REGULATED TREE
 (TTCS) TREE ON UNLEASD TERRITORY LAND
 (WILD) WILDLING
 (SHRU) SHRUB
 (PST) PEST PLANT
 (IMPACT) IMPACT ON BUILDING

TREE QUALITY ASSESSMENT:

An overall assessment of the quality of the tree and its relative importance for retention within an urban context.

Poor (P)
 A tree that is of poor, structure or health, is in decline, and which has limited potential to contribute to the landscape.

Medium (M)
 A tree that is of reasonable form, structure and health; and whose presence contributes to the landscape but not as significantly as high / exceptional quality.

High (H)
 A tree that is of good form, structure and health; is without significant defect, and which has the potential to make a significant contribution to the landscape.

Exceptional (E)
 A tree or group of trees that has natural or cultural heritage importance; or has high aesthetic value and will have a major contribution to the surrounding landscape, or is of outstanding form and condition and is excellent example of the species; or has significant scientific value, including ecological importance.

Tree Assessment Species List

REFER SHEET 102 FOR FULL ASSESSMENT

Code	Species
BRP	Baccharis populifera
CTS	Crataegus sibirica
CJA	Cupressus arizonica
CUS	Cupressus sempervirens
EMT	Eucalyptus mannifera
LCS	Liquidambar styraciflua
MAF	Maleuca arbutifera
PLS	Pinus species

Tree Assessment Notes

1. Read in conjunction with prior Tree Assessment Reports by Enviro Linka Design: Section 51, Block 7 & Lynham (Issued 3 May 2014)
2. The above have been supplemented and updated by 2017 Tree Assessment table by Redbox Design Group
3. Prior approvals for tree impact and removals based on stamped approved Development Application plans
4. Denial of Lynham and Deburgh Fats approved 12/8/16

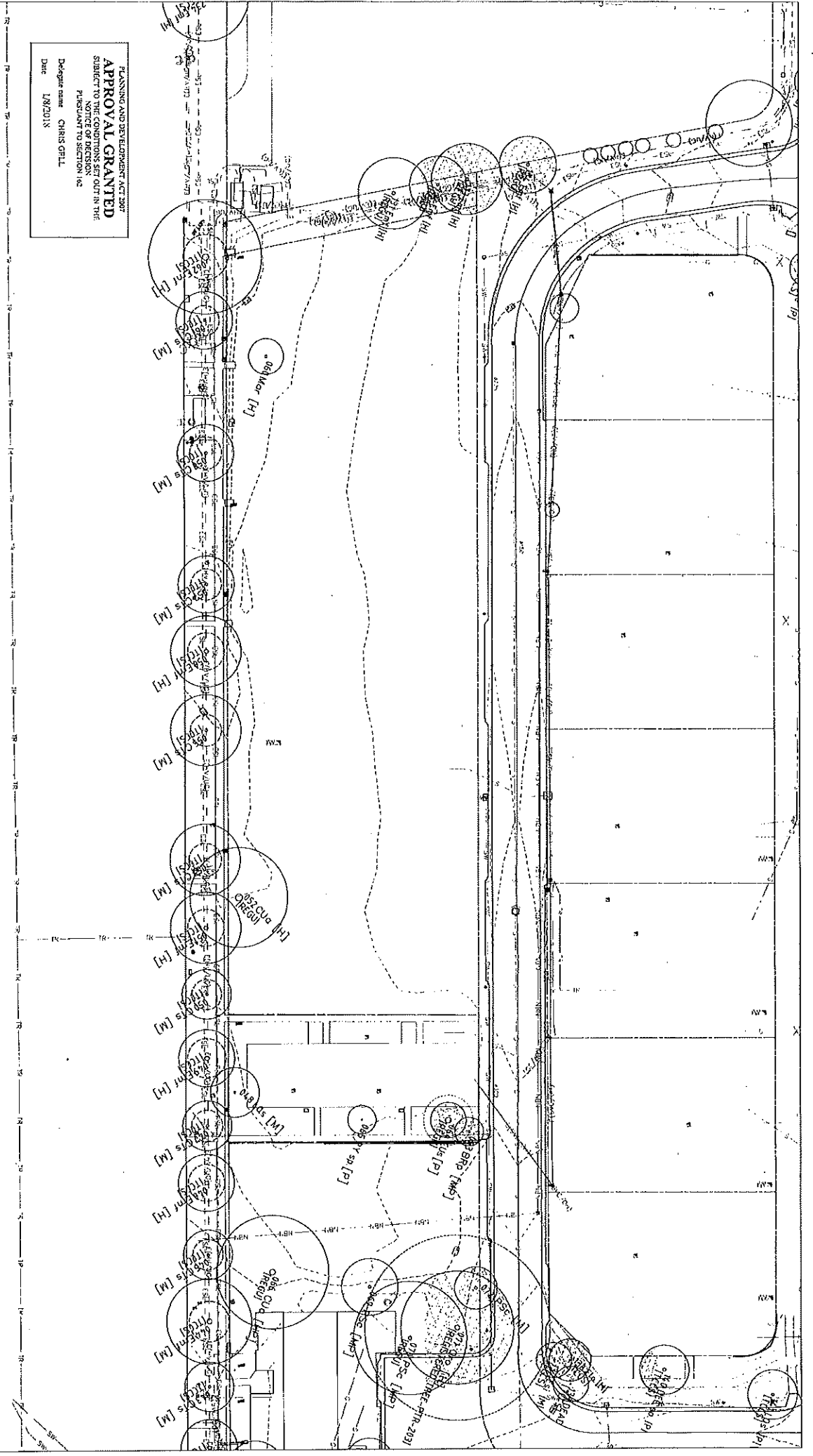
PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 SUBJECT TO THE APPROVAL OF THE MINISTER OF REGIONAL DEVELOPMENT AND INFRASTRUCTURE
 MINISTER OF REGIONAL DEVELOPMENT AND INFRASTRUCTURE
 DATE: 18/2018

DATE	BY	FOR	PROJECT	CLIENT	ADDRESS	CONSULTANT	DESIGNER	DATE
18/2018	JWLAND	COOK	INDESCO	redboxdesigngroup				

PROJECT	CLIENT	ADDRESS	CONSULTANT	DESIGNER	DATE
LYNHAM ON NORTHBOURNE - STAGE 1 TREE ASSESSMENT LEGEND AND NOTES	JWLAND	COOK	INDESCO	redboxdesigngroup	18/2018

DATE	BY	FOR	PROJECT	CLIENT	ADDRESS	CONSULTANT	DESIGNER	DATE
18/2018	JWLAND	COOK	INDESCO	redboxdesigngroup				

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PLANS/STANT TO SECTION 142
 Delegate name: CHRIS GILL
 Date: 1/8/2018



REFER TO SHEET 100 FOR LEGEND

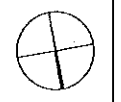
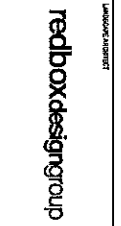
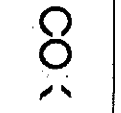
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE			
DATE	DRAWN	APPROVED/COMMENTS	BY
	ZHAKI	REVISIONS/AMENDMENTS	CLT
PROJECT NAME: LYNHAM ON NORTHBOURNE - STAGE 1 TITLE: TREE ASSESSMENT PLAN		DRAWN: ZHAKI CHECKED: JAMES PROJECT NO: 1376 101 SCALE: A	
DEVELOPMENT APPLICATION		REFER TO SHEET 100 FOR LEGEND	

Tree Number	Botanical Name	Height (m)	Trunk Circumference (m)	Number of Trunks	Canopy Density	Overall Health (P, M, H, E)	2016 Tree Quality (P, M, H, E)	2017 Tree Quality (P, M, H, E)	Regulated (R) or TCCB tree	Comments
42	Chamaecyparis	7	170	1	9	M	M	M	TCCB	
44	Chamaecyparis	15	248	1	0	F	M	M	TCCB	
45	Chamaecyparis	7	129	1	4	0	M	M	TCCB	
46	Chamaecyparis	13	140	1	6	0	M	M	TCCB	
47	Chamaecyparis	8	122	1	8	0	M	M	TCCB	
48	Chamaecyparis	10	154	1	8	0	M	M	TCCB	
49	Chamaecyparis	13	128	1	8	0	M	M	TCCB	
50	Chamaecyparis	3	144	2	8	0	M	M	TCCB	
51	Chamaecyparis	13	137	1	0	0	M	M	TCCB	
52	Chamaecyparis	11	114	1	11	0	M	M	TCCB	
53	Chamaecyparis	8	118	1	0	0	M	M	TCCB	
54	Chamaecyparis	7	117	1	8	0	M	M	TCCB	
55	Chamaecyparis	12	151	1	9	0	M	M	TCCB	
56	Chamaecyparis	7	128	1	9	0	M	M	TCCB	
57	Chamaecyparis	7	115	1	9	0	M	M	TCCB	
58	Chamaecyparis	5	181	3	3	0	M	M	TCCB	
59	Chamaecyparis	7	128	1	8	0	M	M	TCCB	
60	Chamaecyparis	18	236	1	8	0	M	M	TCCB	
61	Chamaecyparis	8	124	1	3	0	M	M	TCCB	
62	Chamaecyparis	9	180	1	4	0	M	M	TCCB	
63	Chamaecyparis	4	122	1	3	0	M	M	TCCB	
64	Chamaecyparis	14	122	1	7	0	M	M	TCCB	
65	Chamaecyparis	8	124	1	5	0	M	M	TCCB	
66	Chamaecyparis	10	137	1	2	0	M	M	TCCB	
67	Chamaecyparis	14	22	1	14	0	M	M	TCCB	
68	Chamaecyparis	8	124	1	7	0	M	M	TCCB	
69	Chamaecyparis	14	12	1	13	0	M	M	TCCB	
70	Chamaecyparis	13	122	1	13	0	M	M	TCCB	
71	Chamaecyparis	13	1	1	3	0	M	M	TCCB	
72	Chamaecyparis	10	27	1	4	0	M	M	TCCB	
73	Chamaecyparis	8	124	1	4	0	M	M	TCCB	
74	Chamaecyparis	11	13	1	4	0	M	M	TCCB	
75	Chamaecyparis	10	11	1	1	0	M	M	TCCB	

PLANNING AND DESIGN PART 2
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 PUBLISHER TO SECTION 142
 Delegate name: CHRIS GIBB
 Date: 1/8/2018

REFER TO SHEET 100 FOR LEGEND

ALL INFORMATION ON THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE 	PROJECT NAME: LYNHAM ON NORTHBOURNE TITLE: TREE ASSESSMENT SCHEDULE DEVELOPMENT APPLICATION: 1376/102 SHEET: A
---	---



LEGEND - Tree Management Plans 131

BLICK BOUNDARY

HERITAGE REPRESENTATIVE SAMPLE BUILDING CONTIGUOUS HERBAGE ALSO HERITAGE LANDSCAPE MANAGEMENT PLAN

THE IDENTIFICATION

- 121. 25.1.1 TREE NUMBER
- 121. 25.1.2 TREE IDENTIFICATION CODE
- 121. 25.1.3 TREE QUALITY RATING
- 121. 25.1.4 STRIKE THROUGH OF PRIOR 2014 ASSESSMENT WHERE UPDATED

SUPPLEMENTARY NOTES

- [REGU] REGULATED TREE
- [TICS] TREE ON UNCLASSIFIED TERRITORY LAND
- [TREF] TREE TO BE RETAINED
- [TREF1] TREE TO BE REMOVED FOR STAGE 1
- [TREF2] TREES TO BE IMPACTED BY STAGE 1

THE PROTECTION ZONE OF REGULATED AND TICS TREES SUBJECT TO STAGE 1 WORKS

- canopy plus 2m

- 10m radius

- 10m radius

INDICATE SITE REMAINS

Tree Protection Notes

REMAINS

- Monitor temporary remains, remove as necessary with the approved schedule. Remains must be removed before the commencement of any site works and removed at completion of all construction and commencement of verge reduction. The fence is to remain in place throughout the duration of the works.
- All site workers must wear suspended by steel points with correct harness is mandatory. Variation from this requirement must be recommended by written agreement from the Project Advisor.
- All workers must wear safety footwear of suitable, which access and egress must be excluded from the fenced area. Ensure that the access points are outside all the protection zones.

WORKING INSIDE THE TREE PROTECTION ZONE

- Work inside the tree protection zone shall be conducted according to this drawing and the following conditions:

- Excavation that occurs within the drip zone of a tree shall be restricted to one side of the tree and shall have a depth not greater than the project depth. Where excavation is approved, the following measures are to be adopted for the protection of the tree:
 - Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
 - Excavate these areas by hand excavating to a depth of 200mm below the mechanical retaining is required.
 - Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
 - Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
 - Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
- Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
- Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.
- Excavation shall be restricted to a maximum depth of 300mm above the drip line to the bank.

ROOT DAMAGING ACTIVITIES

Techniques to minimise damage to roots within the tree root zone will include hand excavation, under boring or light excavation to remove the roots. The use of trench excavators within the tree root zone is prohibited. Where roots are exposed to be cut as part of this process they are to be cut cleanly with a hand saw or a suitable qualified arborist / experienced individual / local forester. If any root damage is not going to be back-filled within 24 hours, keep the roots lightly watered. Where trench excavation methods are used, water measures must be limited so that backfilling surrounding roots and roots greater than 50mm diameter are not damaged.

BRANCH PROTECTION

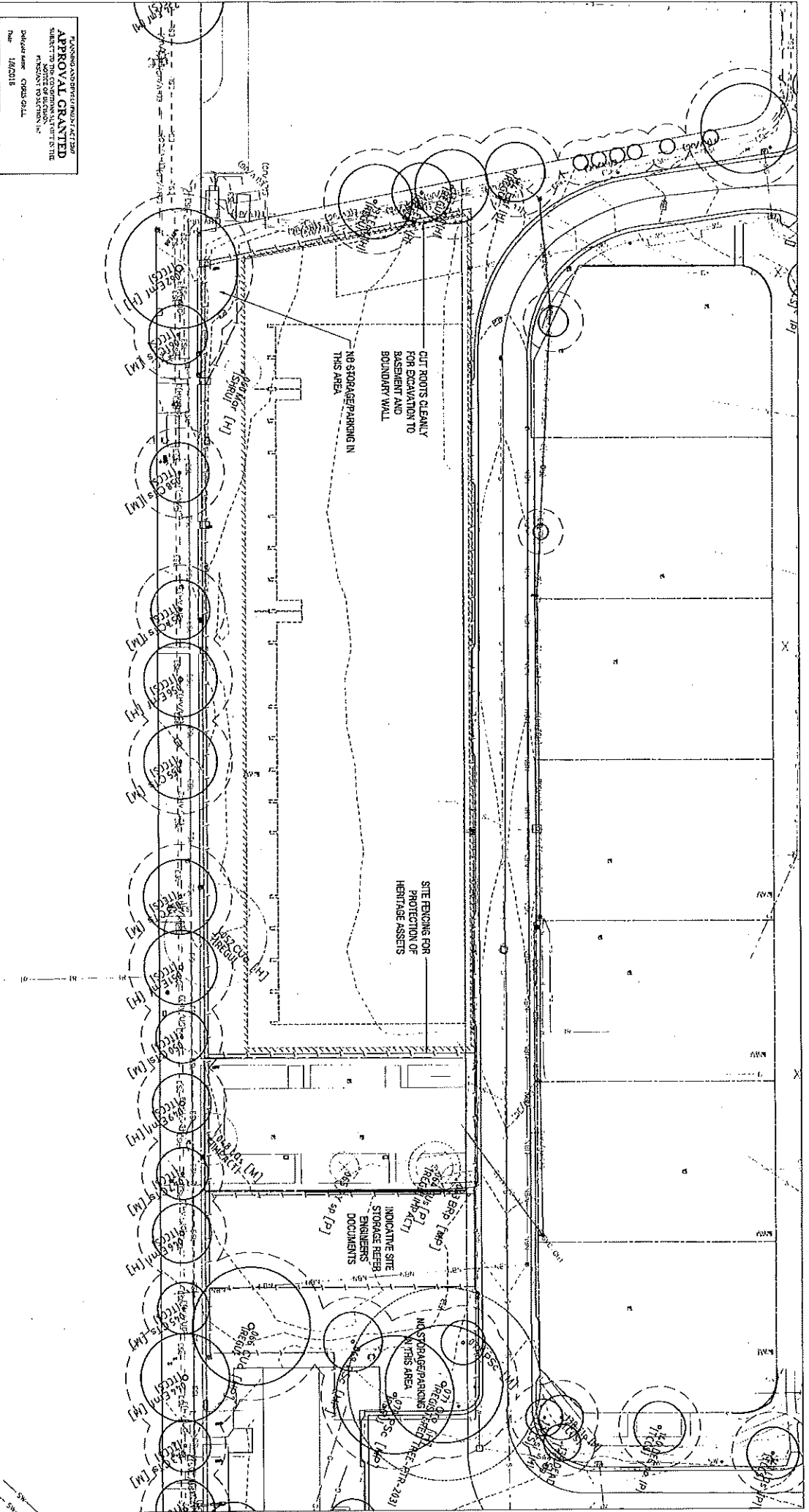
On the advice of the project arborist, and with written approval from Landco, at the discretion of any tree arborist, branches are to be removed and removed from the tree. Any branches that are likely to be damaged during works are to be removed during works as per Figure 4, AS 4370, or similar.

EXCAVATION WITHIN THE TPZ

- Excavation for yards, services and any other existing works shall be carried out centrally by using minimal pressure with no over-excavation towards the tree side of the work.
- All work and loads are to be clearly cut by a qualified arborist and root pruning is to be inspected by the consulting arborist.
- Before the loadings are set in place, the arborist shall be present at time of treatment operations to monitor tree root presence & management.

PLANNING AND DEVELOPMENT ACT 2008
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 PLANNING AND DEVELOPMENT ACT 2008
 PLANNING TO SECTION 42
 Delegation name: CHRIS O'NEILL
 Date: 1/8/2018

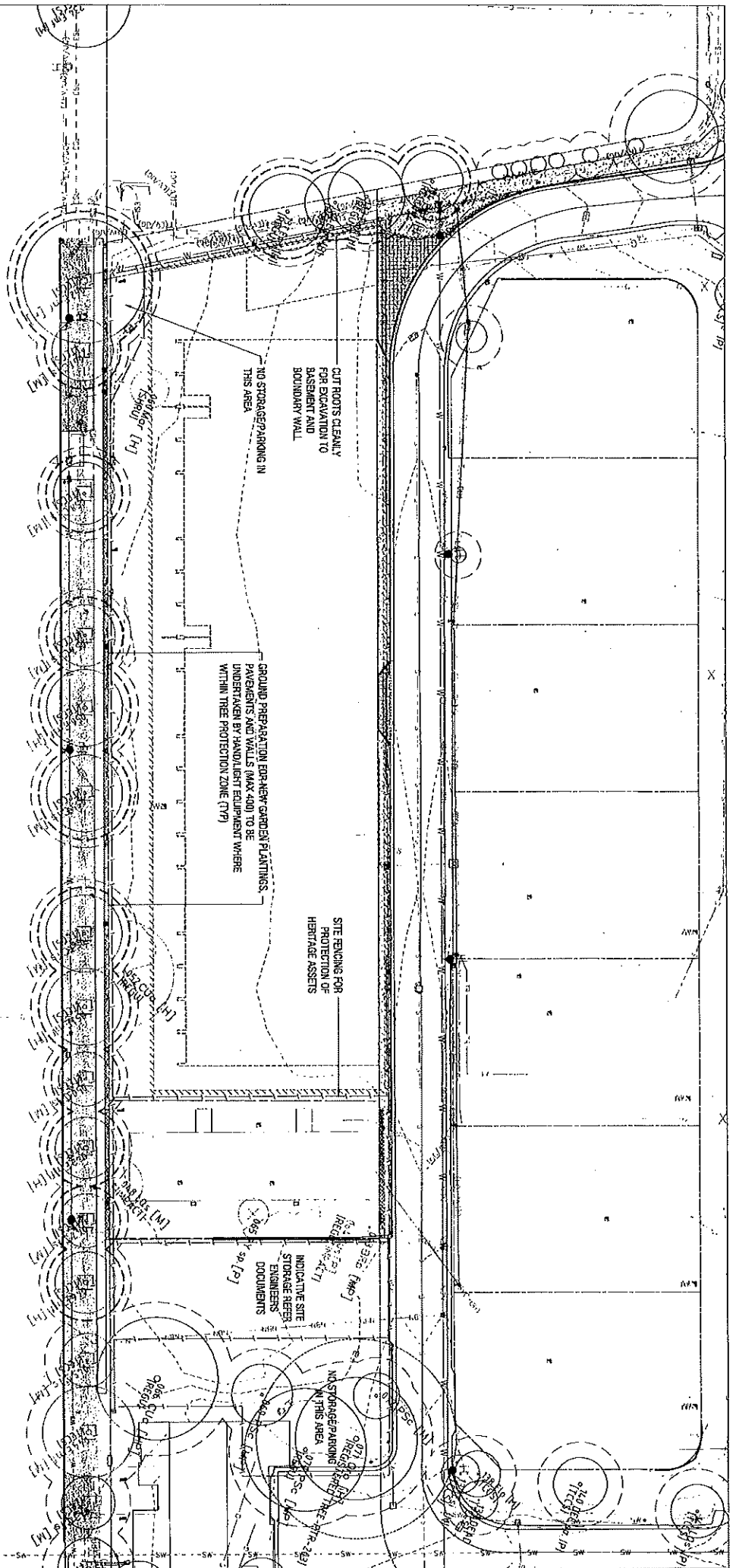
<p>ALL INFORMATION AND DESIGN CONTAINED HEREIN IS UNCLASSIFIED AND NOT FOR PUBLICATION WITHOUT THE WRITTEN PERMISSION OF THE PROJECT MANAGER</p>	<p>DATE: 1/8/2018</p> <p>BY: CHRIS O'NEILL</p> <p>FOR: DEVELOPMENT APPLICATION</p>
--	--



PLANNING AND DEVELOPMENT ACT 2020
APPROVAL GRANTED
 SUBJECT TO THE SETTING OF CONDITIONS AND THE PRESENTATION OF SECTION 142
 DEVELOPER NAME: CH2M HILL
 DATE: 18/07/2018

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE: 18/07/2018			DATE: 18/07/2018 DRAWN: [Name] CHECKED: [Name]
PROJECT: LYNNHAM ON NORTHQUAINE STAGE: STAGE 1 TREE MANAGEMENT PLAN	REFERENCE: 1376/131 SHEET: 8	REFER TO SHEET 130 FOR LEGEND	DEVELOPMENT APPLICATION

PLANNING AND ENVIRONMENT ACTIVITY
APPROVAL GRANTED
 SUBJECT TO THE PROVISIONS OF THE ACT AND THE
 REGULATIONS THEREUNDER.
 Designation: **GREEN CELL**
 Date: **1/10/2018**



ALL INFORMATION AND DOCUMENTS CONTAINED HEREIN ARE THE PROPERTY OF JMWLAND CO. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.	
PROJECT NO: 1378/141 SHEET NO: 141 DATE: 13/08/14	PROJECT NAME: LYNBHAM ON NORTHBOURNE - STAGE 1 PROJECT TYPE: LANDSCAPE MANAGEMENT AND PROTECTION PLAN
CLIENT: JMWLAND CO. ARCHITECT: INDESCO LANDSCAPE ARCHITECT: redboxdesigngroup	REFER TO SHEET 140 FOR LEGEND
DEVELOPMENT APPLICATION NO: 1378/141 DATE: 13/08/14 SHEET NO: 141 OF: 141 TOTAL SHEETS: 141	DEVELOPMENT APPLICATION NO: 1378/141 DATE: 13/08/14 SHEET NO: 141 OF: 141 TOTAL SHEETS: 141

LEGEND - DWG 301-302

PAVEMENT FINISHES

- P1 Concrete, existing (Down Rat ground floor)
- P2 Concrete, existing (Verge footpath)
- P3 Concrete, prior to works (open space & verge footpath)
- P4 Concrete, sidewalk at dimension of 0'950 original driveway
- P5 Concrete, sidewalk and score-jointed to match existing Rat terrace
- P6 Stone, mixed large-format units, stretcher pattern (commercial terraces)
- P7 Stone, mixed small-format units, stretcher pattern (lobby approaches)
- P8 Stone, on poly-pad chials (residential courtyards)
- S1 Slab, stone

WALLS & SCREENS

- W1 Sliding wall, polished concrete with timber ply
- W2 Block wall, polished concrete including bonded zones to suit building facade
- W3 Brick, concrete including bonded faces to suit building precast facade, integrated planter
- W4 Residential courtyard wall, gate, privacy screen (to Architects detail)
- W5 Monolithic finish wall, in masonry screen & gate (Down Rat ground floor courtyard)

FIXTURES

- F1 Precast urban furniture
- F2 Bicycle rail
- F3 Signage (to future detail)
- F4 Artwork (to future commission and detail)

HERITAGE ELEMENTS

- H1 Replacement masonry, white painted masonry
- H2 Replacement Rainier sypress trees
- H3 Replacement rain connection (see Pavement schedule)
- H4 Former parapet location markers, precast concrete in-ground, various heights
- H5 Former (lost) building markers, mass planting Westringia species

PLANTING

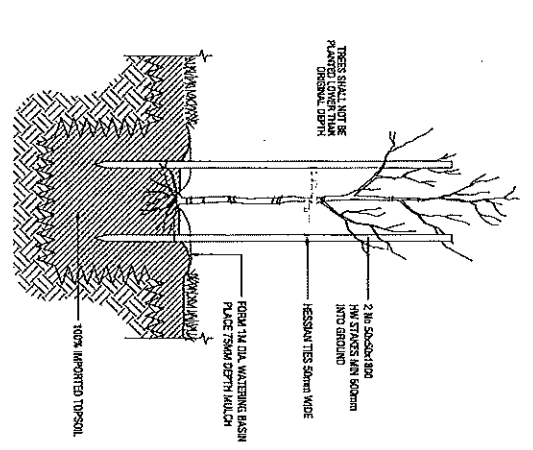
- Em/Co Tree, native evergreen (*Eucalyptus mannifera*, *Corymbia* sp)
- Mg Tree, screening evergreen (*Magnolia*, *Lilie Cam*)
- Cs Tree, coniferous (*Cupressus sempervirens* *Silvica*)
- Ci Climber (*Trochodendron* *hastinoides*)
- We Former flat building markers (*Westringia* sp.)
- Gc Mass planted groundcover: Rider DWG 901
- Gs Mass planted low shrubs: Rider DWG 901
- Hd Hedge (*Albionum* *drus*)
- Hs Mass shrubs and groundcovers, mass planted in variable width bands: Rider DWG 901
- Ms Ferns (mixed species), *Cyclad* *trivulva*, *Acemilus* *molis*
- Fs Ferns (mixed species), *Cyclad* *trivulva*, *Acemilus* *molis*
- Gr GRASS (dryland, rescue existing)

GRADING

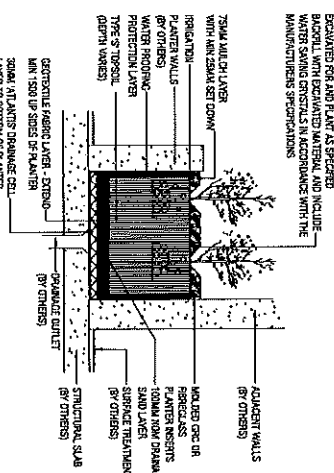
- 570.60 Design RL
- 1:10 Slope ramp transition
- 1:20 Walkway

PLANNING AND DEVELOPMENT ACTING APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET FORTH IN THE PLAN AND TO SECTION 142
 Urban Use - CHRS CELL
 Date: 1/8/2018

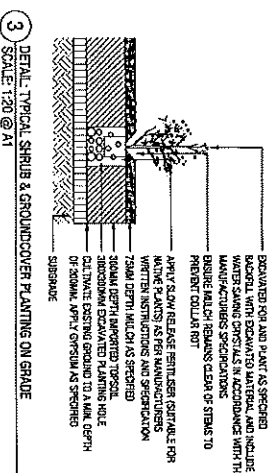
<p>ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE</p>	<p>DATE: 1/8/2018</p> <p>PROJECT: WILHAM ON NORTHBOURNE</p> <p>STAGE: 1</p> <p>PROJECT CODE: 1376 300</p>	<p>CLIENT: WILHAM ON NORTHBOURNE</p> <p>DESIGNER: INDESCO</p> <p>LABORER PROVIDER: redboxdesigngroup</p>	<p>ARCHITECT: COO</p>	<p>LANDSCAPE ARCHITECT: JWLAND</p>	<p>DATE: 1/8/2018</p> <p>PROJECT: WILHAM ON NORTHBOURNE</p> <p>STAGE: 1</p> <p>PROJECT CODE: 1376 300</p>	<p>DATE: 1/8/2018</p> <p>PROJECT: WILHAM ON NORTHBOURNE</p> <p>STAGE: 1</p> <p>PROJECT CODE: 1376 300</p>
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1 DETAIL TYPICAL TREE PLANTING
 SCALE: 1:20 @ A1

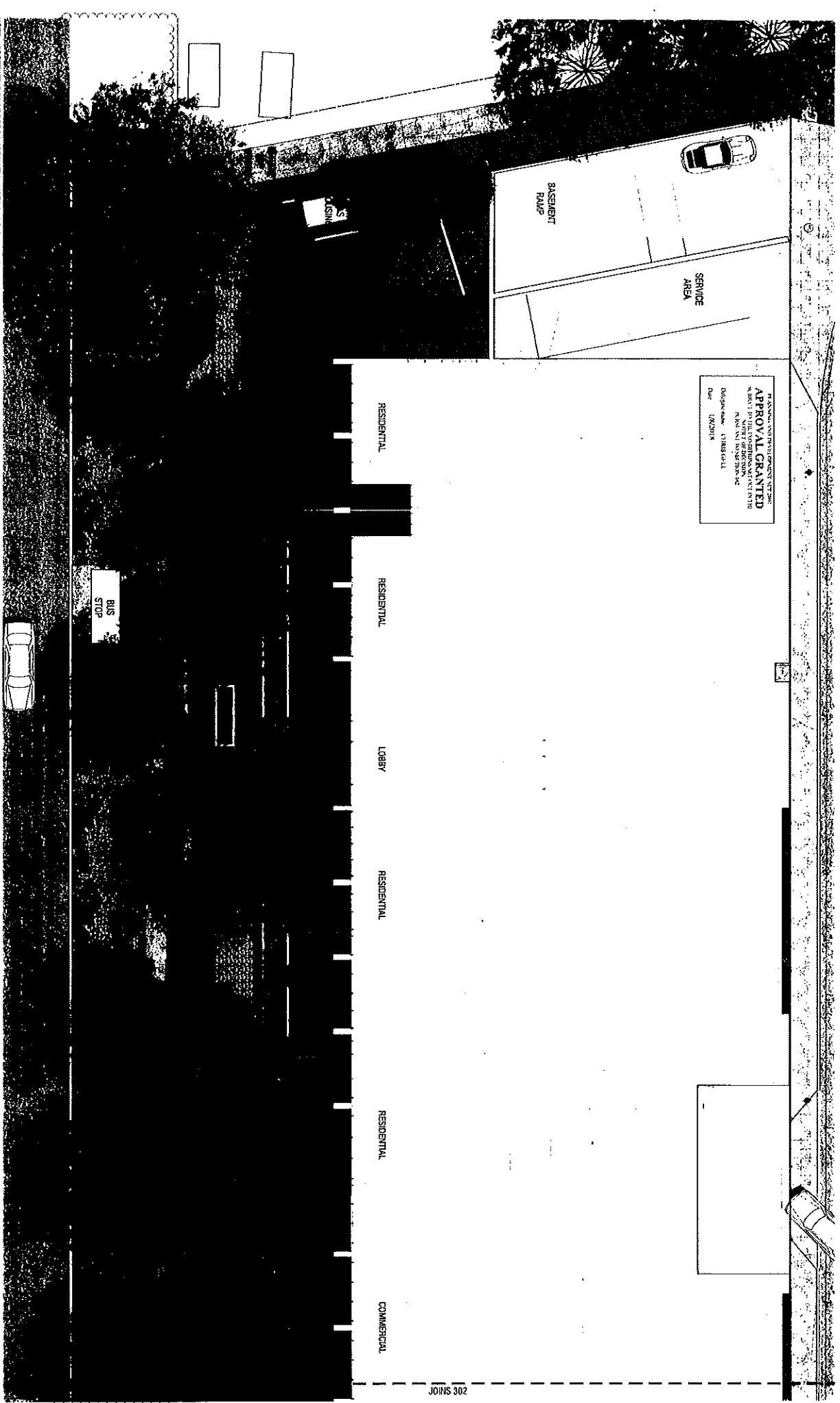


2 DETAIL TYPICAL PLANTER ON STRUCTURE
 SCALE: 1:20 @ A1



3 DETAIL TYPICAL SHRUB & GROUNDCOVER PLANTING ON GRADE
 SCALE: 1:20 @ A1

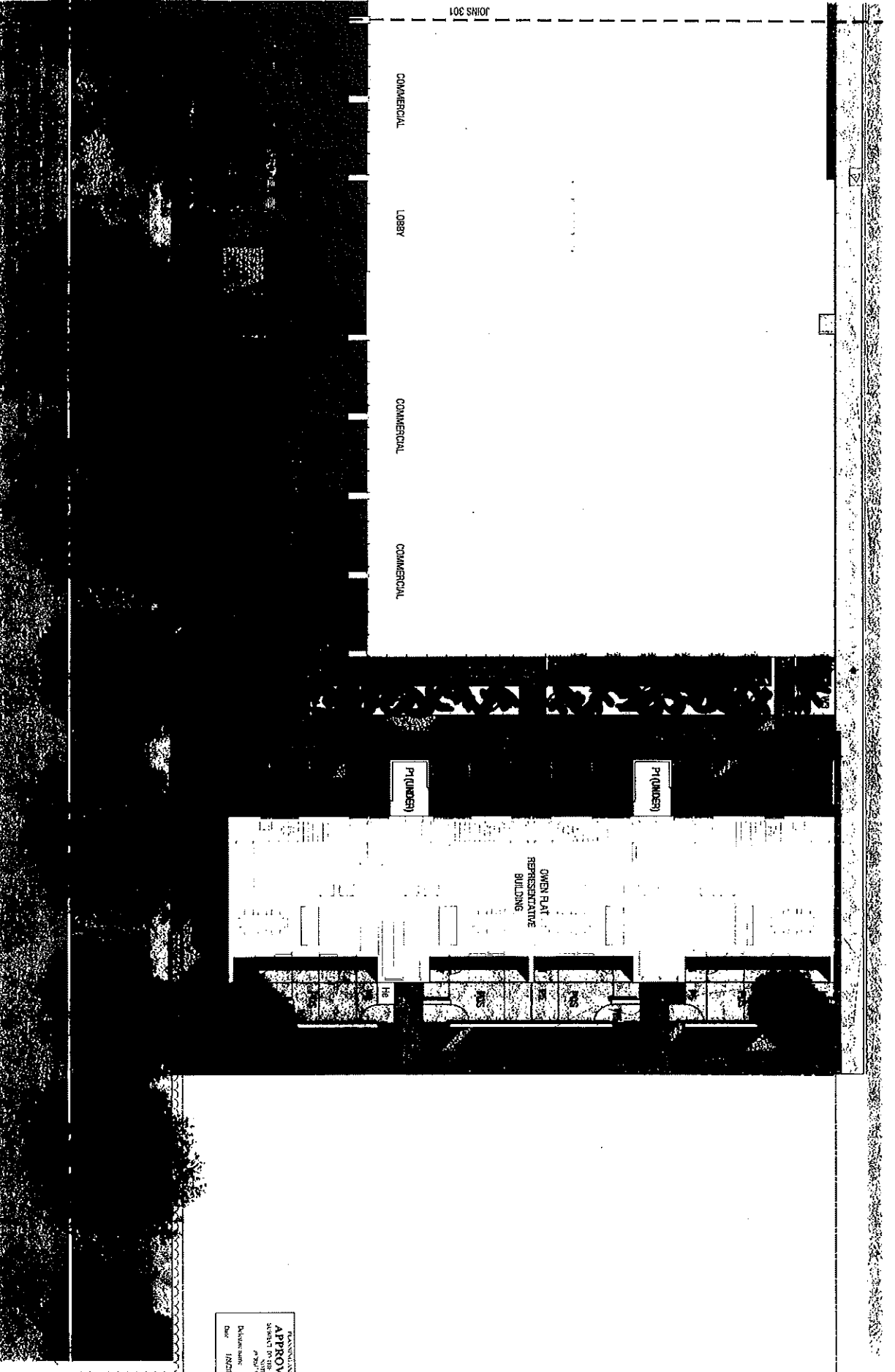
<p>WILHAM ON NORTHBOURNE</p> <p>STAGE 1</p> <p>LEGEND + GENERAL DETAILS</p> <p>DEVELOPMENT APPLICATION</p>	<p>DATE: 1/8/2018</p> <p>PROJECT: WILHAM ON NORTHBOURNE</p> <p>STAGE: 1</p> <p>PROJECT CODE: 1376 300</p>
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IN ASSUANCE WITH THE DISTRICT VOTING BOARD
APPROVAL GRANTED
 A SIGNATURE FROM THE DISTRICT VOTING BOARD IS REQUIRED FOR THE
 RECORD AND IN THE FIELD.
 Designer name: LYNDIA GILL
 Date: 1/20/2018

NOTE: FOOTPATHS IN ACCORDANCE WITH AUSTROROADS GUIDE TO
 TRAFFIC ENGINEERING PRACTICE PART 13 - PEDESTRIANS

<p>ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO FACE UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO SURFACE UNLESS OTHERWISE SPECIFIED. DIMENSIONS TO CENTERLINE UNLESS OTHERWISE SPECIFIED.</p>	<p>DATE: 1/20/2018 DRAWN BY: LYNDIA GILL CHECKED BY: LYNDIA GILL PROJECT NO: 13776/301 SHEET NO: C</p>
<p>PROJECT: LYNHAM ON NORTHBOURNE - STAGE 1 LANDSCAPE PLAN (Sheet 1) - GROUND FLOOR</p>	<p>REFER TO SHEET 300 FOR LEGEND</p>
<p>LANDSCAPE ARCHITECT: redboxdesigngroup</p>	<p>CONSULTANTS: INDESCO</p>
<p>ARCHITECT: COX</p>	<p>CLIENT: JWLAND</p>

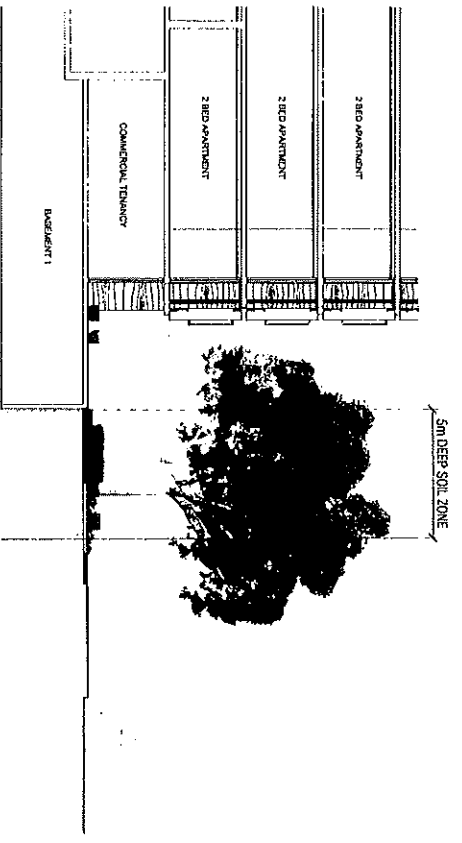


NOTE: FOOTPATHS IN ACCORDANCE WITH ALTRROADS GUIDE TO TRAFFIC ENGINEERING PRACTICE PART 1.3 - PEDESTRIANS

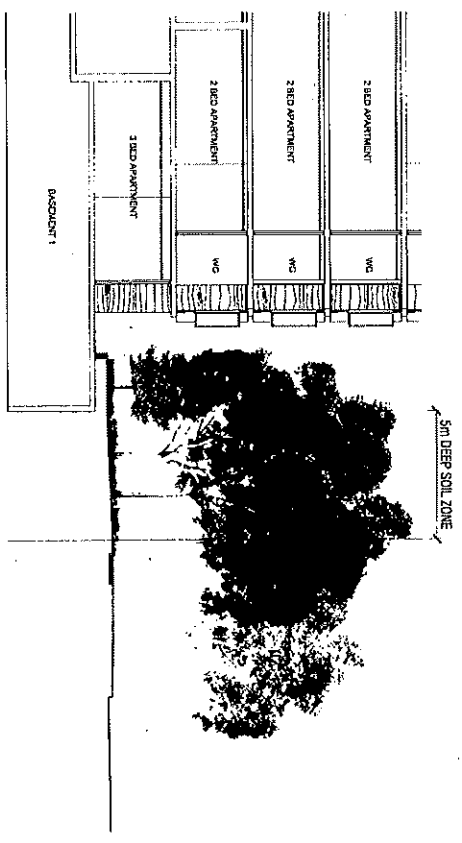
PLANNING AND DESIGN SERVICES
 APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET FORTH IN THE
 PERMITTING INSTRUMENT.
 BUSINESS NAME: CHIMES GILL
 DATE: 10/20/18

REFER TO SHEET 300 FOR LEGEND

ALL CONDITIONS AND NOTES ON THESE SHEETS SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.	
	DATE: 10/20/18 DRAWN BY: JMW CHECKED BY: JMW PROJECT NO: 1376 302 SHEET NO: C
CLIENT: JMWLAND PROJECT: LANDSCAPE PLAN (Sheet 2) LOCATION: GROUND FLOOR	ARCHITECT: COOK ENGINEERING: INDESCO LANDSCAPE ARCHITECT: redboxdesigngroup
PROJECT NO: 1376 302 SHEET NO: C DEVELOPMENT APPLICATION	

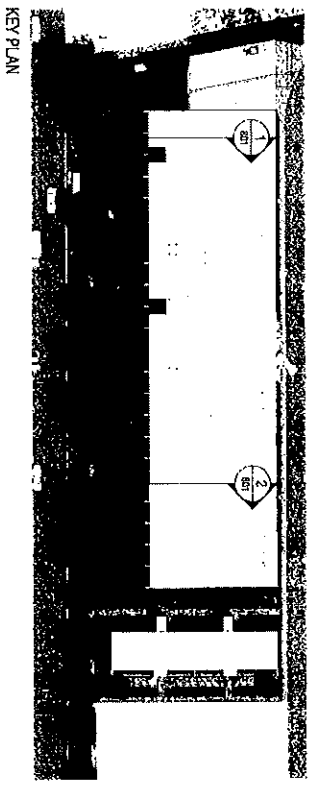


1 TYPICAL SECTION: COMMERCIAL INTERFACE WITH NORTHBOURNE AVENUE
SCALE: 1:100@A1 - 1:200@A3



2 TYPICAL SECTION: RESIDENTIAL INTERFACE WITH NORTHBOURNE AVENUE
SCALE: 1:100@A1 - 1:200@A3

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 INSTRUMENT TO SECTION 442
 Date: 1/8/2018
 Date of issue: CHRIS DEEL



KEY PLAN

ALL INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND NOT BE DISCLOSED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE DEVELOPER.		NAME: [] DATE: [] SCALE: [] SHEET: [] OF []	AMENDMENT: [] PROJECT: []	ARCHITECT: []	CONSULTING ENGINEER: []	LANDSCAPE ARCHITECT: []	TITLE: [] STAGE: [] LANDSCAPE SECTIONS	DATE: [] DRAWN BY: [] CHECKED BY: [] PROJECT NO: 13776 801 SCALE: A
DEVELOPMENT APPLICATION								

JWLAND

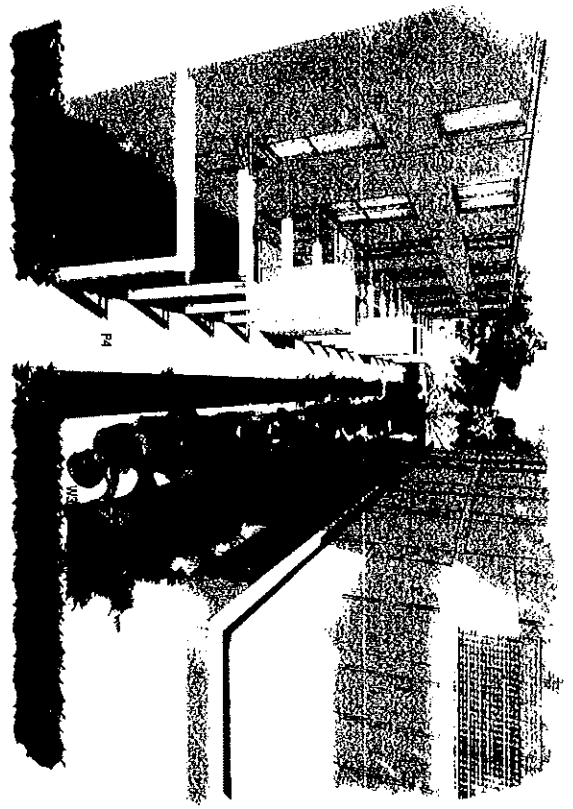
COX

INDESCO

redboxdesigngroup



LOOKING NORTH-WEST

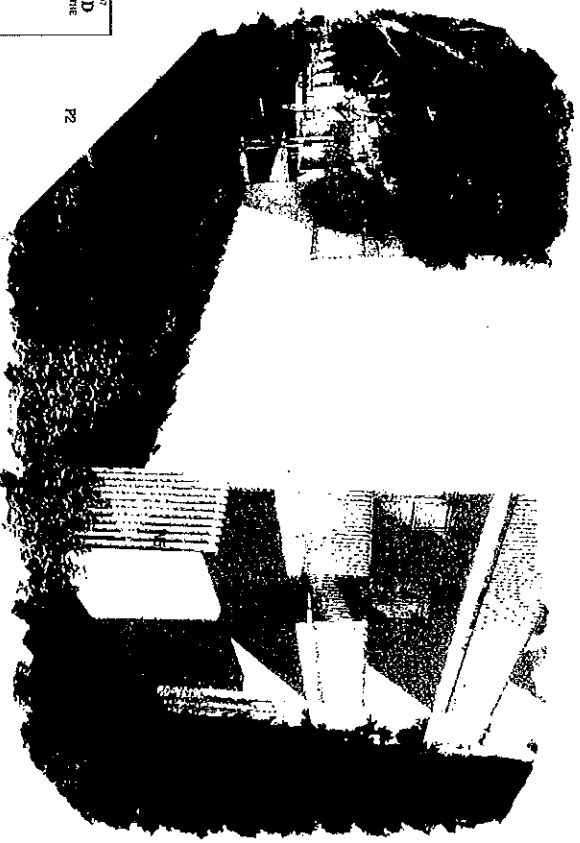


LOOKING EAST



LOOKING NORTH

PLANNING AND DEVELOPMENT ACT 500
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 PERMITTING DECISION
 PREPARED BY: CHRIS O'NEILL
 DATE: 1/8/2018



LOOKING SOUTH-WEST

THE LANDSCAPE ARCHITECTS ASSOCIATION OF IRELAND 100 RIVERVIEW ROAD, DUBLIN 4 TEL: 01 454 4444 WWW.LANDSCAPEARCHITECTS.IE		DATE: 1/8/2018 DRAWN BY: CHRIS O'NEILL CHECKED BY: CHRIS O'NEILL	PROJECT: LIVERHAM ON NORTHBOURNE STAGE: 1 LANDSCAPE PERSPECTIVES	CLIENT: 1376 802 DEVELOPMENT APPLICATION
PROJECT: LIVERHAM ON NORTHBOURNE STAGE: 1 LANDSCAPE PERSPECTIVES	CLIENT: 1376 802 DEVELOPMENT APPLICATION	PROJECT: LIVERHAM ON NORTHBOURNE STAGE: 1 LANDSCAPE PERSPECTIVES	CLIENT: 1376 802 DEVELOPMENT APPLICATION	CLIENT: 1376 802 DEVELOPMENT APPLICATION
PROJECT: LIVERHAM ON NORTHBOURNE STAGE: 1 LANDSCAPE PERSPECTIVES	CLIENT: 1376 802 DEVELOPMENT APPLICATION	PROJECT: LIVERHAM ON NORTHBOURNE STAGE: 1 LANDSCAPE PERSPECTIVES	CLIENT: 1376 802 DEVELOPMENT APPLICATION	CLIENT: 1376 802 DEVELOPMENT APPLICATION

JWLAND

COX

INDESCO

redboxdesigngroup

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DATE: 13/07/2018
 DRAWN BY: JMWLAND
 CHECKED BY: JMWLAND
 PROJECT: 1376 802
 SHEET: A

JMWLAND

COO

INDESCO

redboxdesigngroup

PROJECT: 1376 802
 SHEET: A
 TITLE: DEVELOPMENT APPLICATION
 DESIGN IMAGERY
 ROOF-GARDEN

REFER TO SHEET 300 FOR LEGEND

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO ANY CONDITIONS OF APPROVAL
 PURSUANT TO SECTION 143
 DESIGNER NAME: CHRIS O'CONNELL
 DATE: 1/6/2018

BBQ



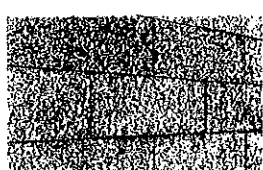
CHRISTIES DOUBLE ELECTRIC BBQ WITH HONED CONCRETE BLOCK CLADDING

SHADE STRUCTURE



T1+S2: UHPC CONCRETE ESOCFET GRASS HOPPER

PAVEMENT



STONE PAVEMENTS TO RESIDENTIAL PUBLIC OPEN SPACE

WALLS + FURNITURE



PLANTER WALLS

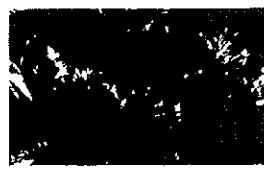


S1: PRECAST CONCRETE SEATING MOGO COMMA



T1+S2: UHPC CONCRETE ESOCFET GRASS HOPPER

SHRUBS + GROUND COVERS



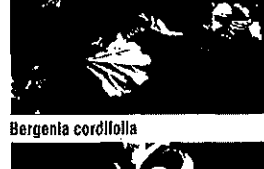
Acanthus mollis



Aspidistra elata



Aucuba japonica



Bergenia cordifolia



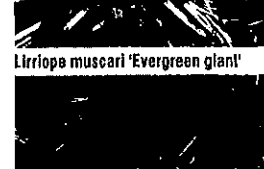
Coreia alba



Correa glabra 'Ivory Lantern'



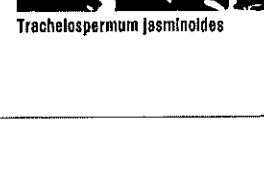
Diets bicolor



Lirriopa muscari 'Evergreen giant'



Ophiopogon japonicus

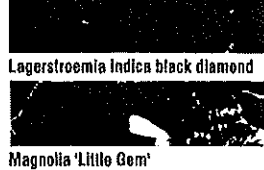


Trachelospermum jasminoides

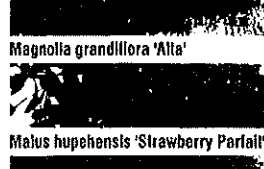
TREES



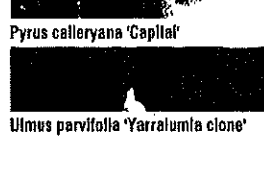
Acer platanoides 'Crimson sentry'



Lagerstroemia Indica black diamond



Magnolia 'Little Gem'



Magnolia grandiflora 'Atta'



Malus hupehensis 'Strawberry Parfait'



Pyrus calleryana 'Capital'



Ulmus parvifolia 'Yarralumla clone'

FEATURE PLANTS



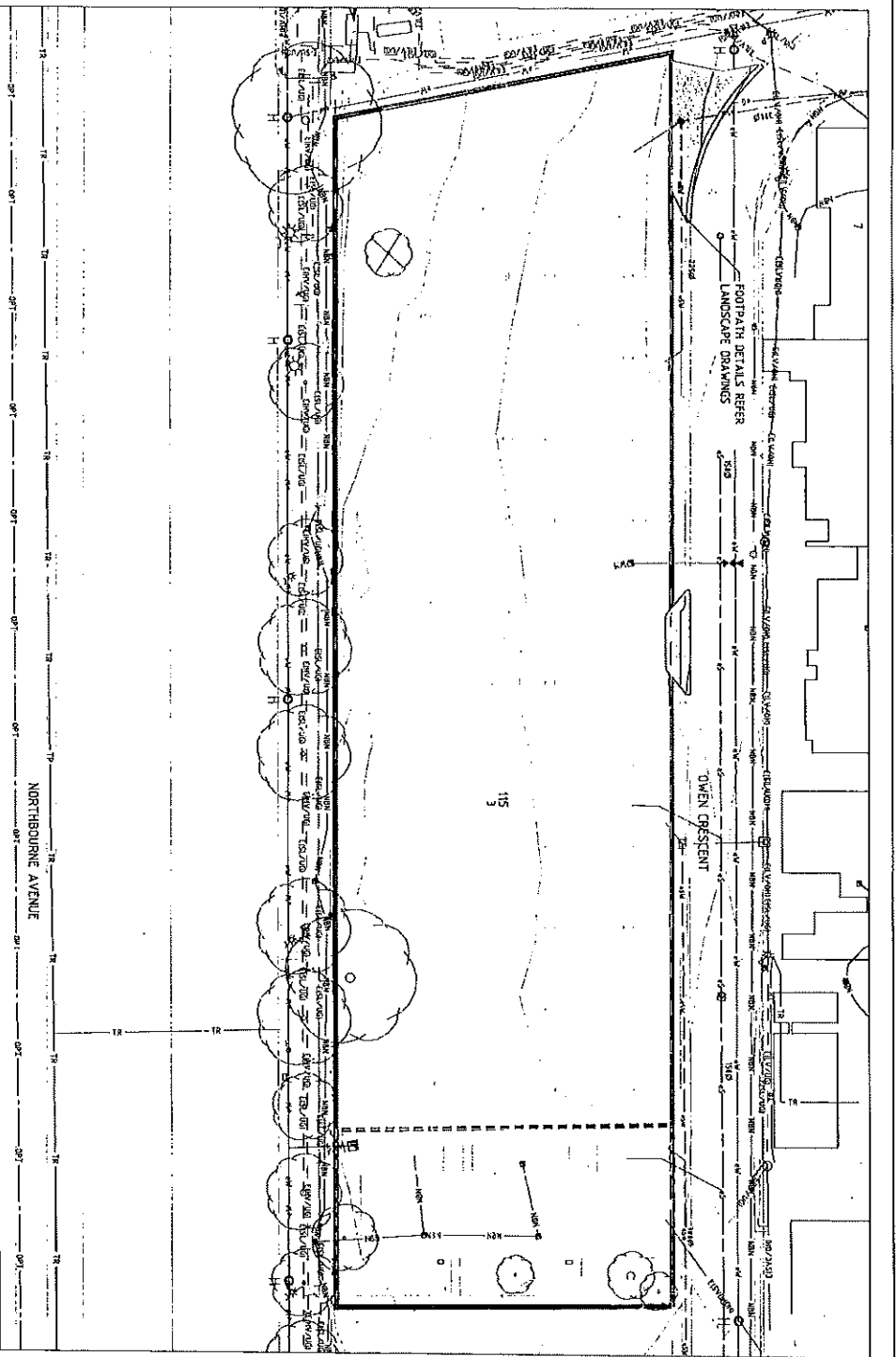
Beschorneria yuccoides 'Mexican Lily'



Cycas Revoluta



Phormium tenax purpurum



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE URBAN SERVICES STANDARD SPECIFICATION FOR URBAN INFRASTRUCTURE WORKS, EDITION 1, REVISION 4/ SEPT 2012 AND ION WATER SUPPLY AND SEWERAGE STANDARDS (WSSI) / RELEASE 2 JULY 2010 AND ALL AMENDMENTS.
2. EXISTING SERVICES HAVE BEEN PLOTTED FROM SUPPLIED DATA. THE PRINCIPAL DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION AND IT IS THE CONTRACTORS RESPONSIBILITY TO ESTABLISH THE LOCATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CLEARANCES SHALL BE OBTAINED FROM THE RELEVANT SERVICE AUTHORITIES.
3. PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONFIRM THE POSITION AND LEVEL OF ALL EXISTING SERVICE IMMEDIATELY IF A DISCREPANCY IS FOUND.

4. ALL SURVEY SET-OUT SHALL BE UNDERTAKEN BY A REGISTERED SURVEYOR.
5. ALL EXISTING AND FINISHED SURFACE LEVELS ARE TO THE AUSTRALIAN HEIGHT DATUM (AHD) 711.
6. CARE IS TO BE TAKEN WHEN EXCAVATING NEAR ACTIVE A/D. CABLES, NO MECHANICAL EXCAVATION IS TO BE UNDERTAKEN OVER ACTIVE A/D CABLES, HAND EXCAVATE IN THESE AREAS ONLY.
7. WHERE NEW WORK ABUTS EXISTING WORK, THE CONTRACTOR SHALL ENSURE THAT A SMOOTH EVEN PROFILE, FREE FROM ABRUPT CHANGES IS OBTAINED.
8. ALL EARTHWORKS, PATTERS AND TRENCH LINES TO BE TOPSOILED WITH 100mm SITE TOPSOIL, TEMPORARY GRASSSED & BITUMEN STRAW MULCHED.
9. THE CONTRACTOR SHALL NOT DISTURB ANY EXISTING BUSH.

10. MARKS WITHOUT ACT SURVEY OFFICE APPROVAL, IN WRITING, CONNECTION OF NEW STORMWATER PIPES TO EXISTING PIPES AND MANHOLES IS TO BE UNDERTAKEN BY THE CONTRACTOR.
11. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TEMPORARY SUPPORT OF EXISTING SERVICES DURING EXCAVATION OF TRENCHES TO THE SATISFACTION OF THE SERVICE OWNER/AUTHORITY.
12. WHERE SERVICES CROSS EXISTING ROADS THE PAVEMENT IS TO BE STAYED TO REMAIN UNDER THE ROAD SURFACE WITH ASPHALTIC CONCRETE.
13. DESIGN LENGTHS FOR STORMWATER & SEWER PRELINES ARE MEASURED FROM THE CENTRE OF THE MAINTENANCE HOLES AND/OR SUMP, AS CONSTRUCTED LENGTHS ARE MEASURED FROM THE INSIDE.
14. THIS PLAN IS FOR DA PURPOSE ONLY AND WILL BE FINALISED AT BA STAGE.

FACE OF THE MAINTENANCE HOLE/SUMP.

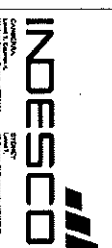
INVERT LEVELS ARE TO THE CENTRE OF MAINTENANCE HOLES & SUMPS.

LEGEND

- SITE BOUNDARY
- HERITAGE BOUNDARY
- WATERMAIN, TRENCH BLOCK, FIRE HYDRANT, STOP VALVE
- STORMWATER, STOP, MAINTENANCE HOLE
- SEWER, MAINTENANCE HOLE
- EXISTING ELECTRICITY LOW VOLTAGE UNDERGROUND
- EXISTING ELECTRICITY LOW VOLTAGE OVERHEAD
- EXISTING ELECTRICITY SERVICE OVERHEAD
- EXISTING ELECTRICITY SERVICE LINE UNDERGROUND
- STREETLIGHT ON COLUMN
- POWER POLE
- EXISTING TRANSMACT
- EXISTING OPTUS
- EXISTING NBN/NTS
- EXISTING GAS
- EXISTING NEXT GEN
- EXISTING TREES
- MAJOR CONTOURS
- MINOR CONTOURS
- SECTION NUMBER
- BLOCK NUMBER

- PROPOSED SERVICES
- WATER (WATER METER, STOP VALVE, REDUCER)
- TREE TO BE REMOVED
- HO2 DRIVEWAY

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE NOTICE OF DECISION
 FOR THIS SECTION 115
 Delegation name: CHRIS GELL
 Date: 1/8/2016



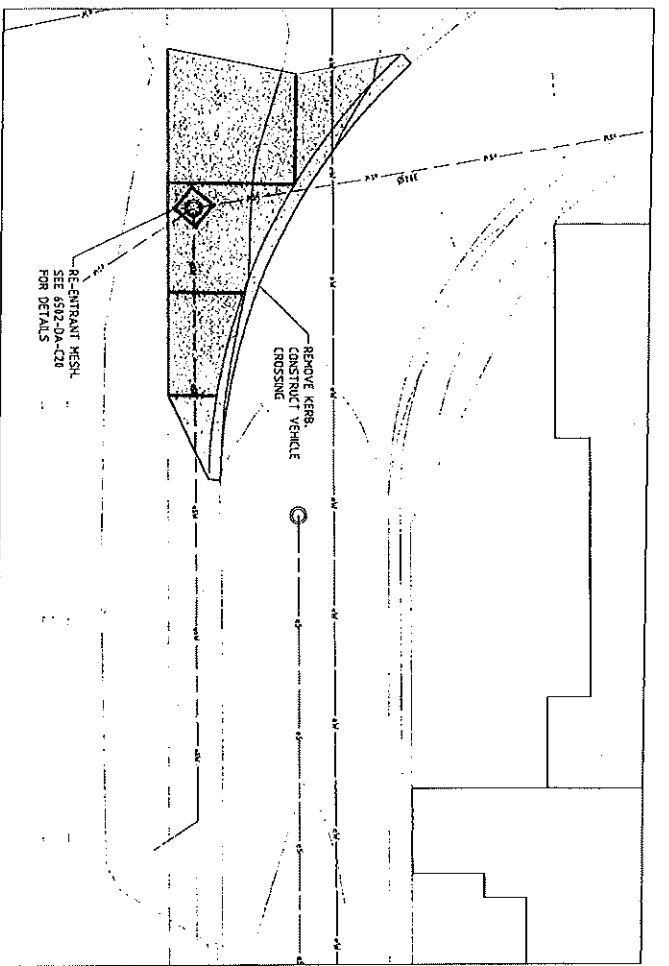
PROJECT
 LYNEHAM ON
 NORTHBOURNE
 SECTION 115
 BLOCK 3

PROJECT TITLE
GENERAL ARRANGEMENT
 DRAWING NO. C02
 SHEET B

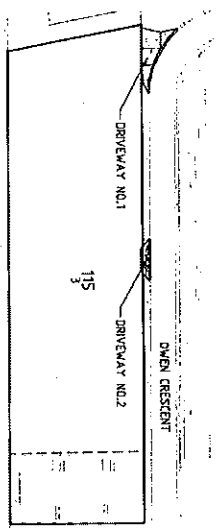
NO.	REVISION	DATE	BY	CHKD

PLANNING AND DEVELOPMENT ACT 2007
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 NOTICE OF DECISION
 PURSUANT TO SECTION 162
 Date: 1/8/2018
 Date: 1/8/2018
 Date: 1/8/2018

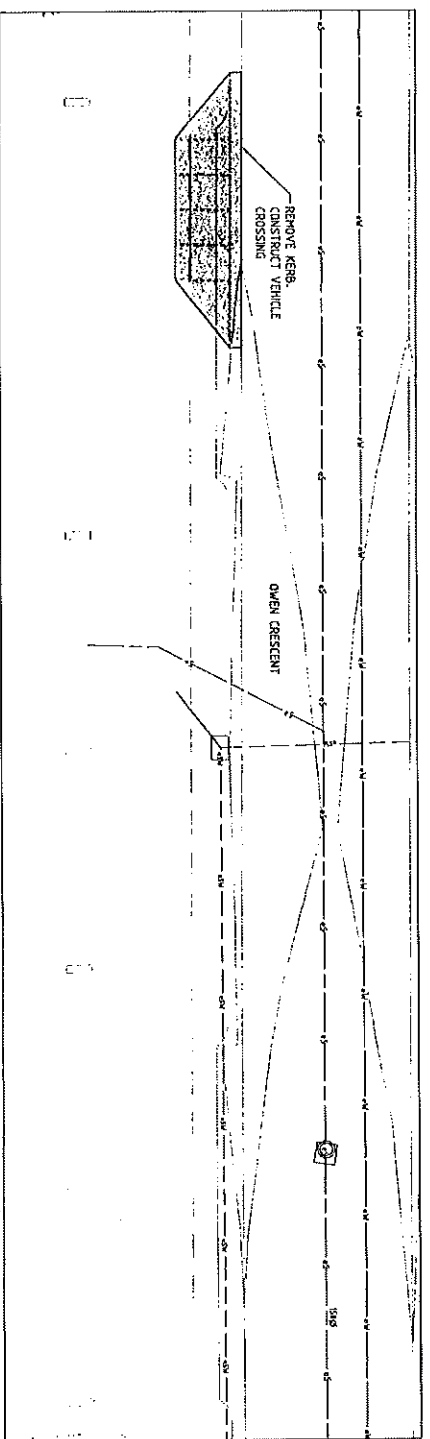
DE BURGH STREET



DRIVEWAY NO.1 PLAN



LOCALITY PLAN



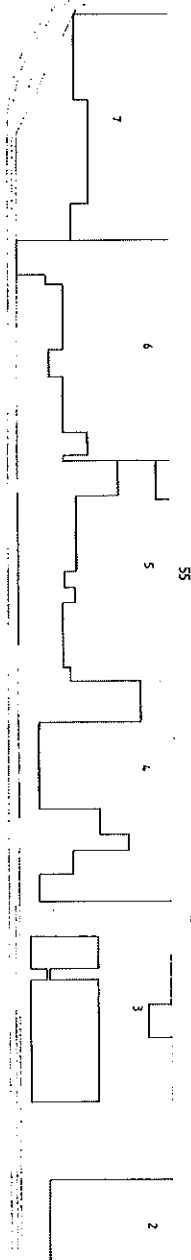
DRIVEWAY NO.2 PLAN

- LEGEND**
- EXISTING**
- WATERMAY, THRUST BLOCK, FIRE HYDRANT, STOP VALVE
 - STORMWATER, SUMP
 - SEWER, MAINTENANCE HOLE
 - CONTOURS
 - HIDE CONTOURS
 - LIGHTPOLE
 - EXISTING TREES
- PROPOSED**
- TREE TO BE REMOVED
 - PROPOSED TREE
 - HOB DRIVEWAY
 - EXPANSION JOINT
 - WEAKENED PLANE JOINT
 - CONSTRUCTION JOINT

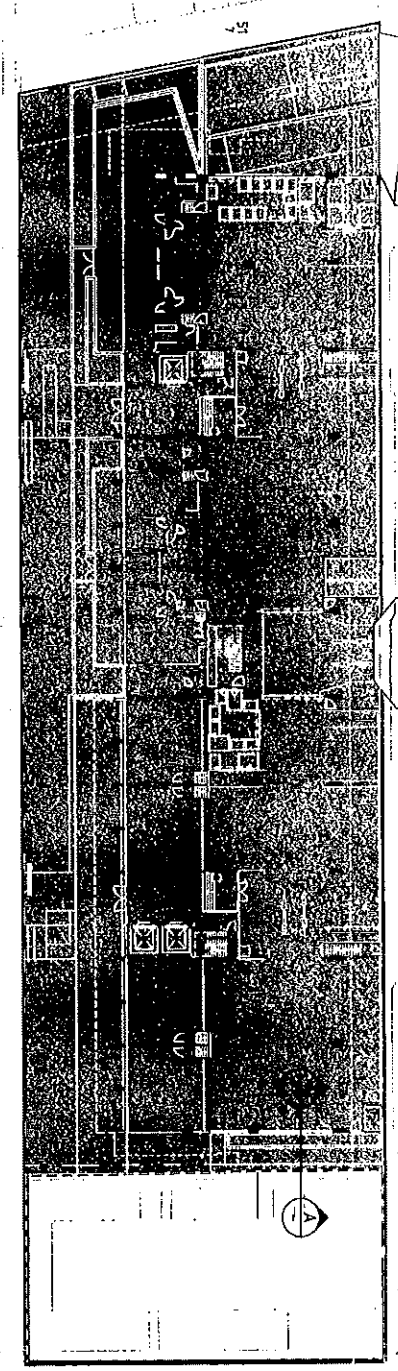


DRAWING TITLE		DRAWING No.		SHEET	
DRIVEWAY PLAN		6502-DA		C10 B	
PROJECT		CLIENT		DRAWING No.	
LYNEHAM ON NORTHBOURNE SECTION 115 BLOCK 3		JWLAND		B	
PREPARED BY: A9 SHORIN		DATE: 1/8/2018		SHEET No.	
DRAWN BY: 148		CHECKED BY: 148		SHEET No.	
DATE: 1/8/2018		DATE: 1/8/2018		SHEET No.	
SCALE: 1:100		SCALE: 1:100		SHEET No.	
PROJECT No. 6502-DA		CLIENT No. JWLAND		DRAWING No. B	
DRAWING No. 6502-DA		CLIENT No. JWLAND		DRAWING No. B	
SHEET No. C10		CLIENT No. JWLAND		DRAWING No. B	
SHEET No. B		CLIENT No. JWLAND		DRAWING No. B	

DE BURGH STREET



OWEN CRESCENT

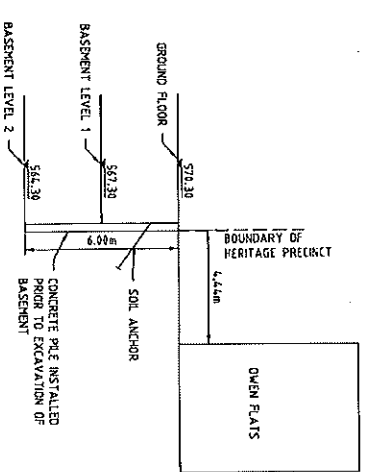


PLANNING AND DEVELOPMENT ACT 2016
APPROVAL GRANTED
 SUBJECT TO THE CONDITIONS SET OUT IN THE
 - - - - - ADJUDICATOR TO SECTION 142
 Depute name: CHRIS CELL
 Date: 1/8/2018

NORTHBOURNE AVENUE

- LEGEND**
- SITE BOUNDARY
 - - - - HERITAGE BOUNDARY
 - ▨ AREA OF RAMP CUT OR FILL (HEIGHT VARIES)
 - ▩ AREA OF BASEMENT EXCAVATION CUT OR FILL (HEIGHT VARIES)
 - AREA OF DRIVEWAY/ VERGE EXCAVATION CUT OR FILL (HEIGHT VARIES)

- NOTES**
1. REMOVE TOPSOIL FROM BELOW ALL BUILDING AREAS AND STOCKPILE FOR LATER RE-USE IF REQUIRED OTHERWISE DISPOSE OFF SITE.
 2. FOR FILL AREAS, REMOVE SLOPEWASH TO RESIDUAL SOIL, PROOF HOLE SURFACE, REMOVE SOFT SPOTS, FILL AS REQUIRED WITH RESIDUAL SOIL OR IMPORTED GRANULAR MATERIAL (CBR=9%), COMPACT FILL IN MAX LAYERS 150mm THICK TO SURFACE TO 95% WHOD.
 3. PROVIDE LEVEL 1 GEOTECHNICAL CERTIFICATION AND REPORT AS PER AS2871 AND SPECIFICATION FOR FILL TO SITE.
 4. SUBMIT SAMPLE OF FILL MATERIAL PRIOR TO SUPPLY TO SITE. PROVIDE GRADING AND CAR TEST IF REQUESTED.
 5. CUT /FILL PLATFORM TO EXTEND A MIN 1m BEYOND WALLS.
 6. REBER STRUCTURAL DRAWING FOR EXCAVATION SIDE WALL SUPPORT WHERE BATTERS NOT POSSIBLE.
 7. FOR SLAB THICKNESS REBER TO STRUCTURAL DRAWING.



NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/8/2018	ISSUE FOR PERMIT
2
3
4
5
6
7
8
9
10

CLIENT

INDESCO

CONCRETE PARTNERSHIP

DESCRIPTION	DATE	BY	CHECKED
DESIGNED
DRAWN BY
CHECKED
AS SHOWN

PROJECT

LYNEHAM ON NORTHBOURNE SECTION T15 BLOCK 3

DRAWING TITLE

BULK EARTHWORKS PLAN

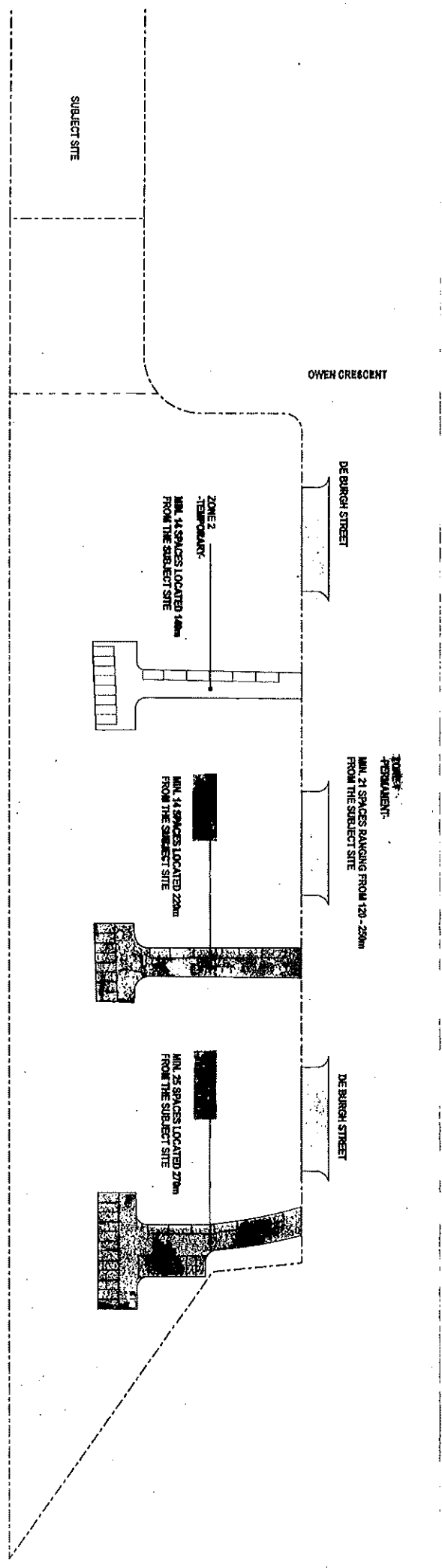
PROJECT NO. 6502-DA

QUANTITY NO. CS0

SHEET NO. B

APPROVAL GRANTED
 NUMBERED BY THE SUPERVISOR'S SIGNATURE
 PROJECT ADDRESS
 DATE 10/20/18
 DRAW

SCALE 1:500 @ A1





ACT
Government

Environment, Planning and
Sustainable Development

Canberra Town Planning Pty Ltd
Unit 5, 32 Lonsdale Street
BRADDON ACT 2612

Dear Canberra Town Planning Pty Ltd

BLOCK 3 SECTION 115 - LYNEHAM
Application Number: 201732729-S197D conditions
Lessee: Alumuna Property Pty Ltd

I refer to the plans you submitted in response to conditions of the Notice of Decision with respect to amendment 197D of the above Development Application.

The plans now satisfy the conditions 2(a) and 2 (b) of the decision and have been endorsed to form part of the above Development Approval.

Attached are copies of the approved plans.

As discussed, amended roof, site and roof landscape plans are required to be lodged prior to the release of those plans.

Please note that any other outstanding conditions of approval in the original Notice of Decision and 197D endorsement letter may need to be addressed prior to development commencing on the site.

If you would like to discuss this matter further please telephone me on 6207 2642.

Yours sincerely

Chris Gell
Delegate, ACT Planning and Land Authority
29 August 2019



ACT
Government

NOTICE OF DECISION

Made under part 7 of the *Planning and Development Act 2007*

S197 Amendment – S197D

I, Chris Gell, delegate of the planning and land authority, pursuant to section 198 of the *Planning and Development Act 2007*, hereby **approve subject to conditions**, to amend the development approval, in accordance with the application made under section 197 of the Act, in accordance with the plans, drawings and other documentation approved and endorsed as forming part of this approval.

DA Number: 201732729 - S197D
Block: 3
Section: 115 (also known as B9/S51)
Suburb: Lyneham
Assessment track: Merit

Pursuant to section 197 of the *Planning and Development Act 2007*, approval is sought to amend development approval No. **201732729** dated 4 May 2018 (and formally corrected 8 May 2018) by proposing:

1. Internal changes including:

- a. Unit layout changes of main building and Owen flats.
- b. Adaptable unit layout changes
- c. Internal ramp and staircase changes, to comply with AS1428.1 (2009).
- d. Services additions – main switch room in basement 1 and hydraulic plan in basement 2.
- e. Storage revised in basement levels.
- f. 160 units plus 12 Owen flats units now proposed.

2. External changes including:

- a. Increased area for services
- b. Changes to south elevation façade due to internal changes.
- c. Inclusion of solar panels on the roof.
- d. Inclusion of a W/C at the roof terrace.
- e. Increase in height of lift overruns (to meet headroom requirements from the lift supplier).
- f. Courtyard wall additions to elevations plans – these have been approved under DA 201732729 but were not shown on the approved elevations.

3. Parking allocations changes:

- a. Changes to parking – space allocations on each basement level amended, replacement of tandem parking with stackers.

NOTICE OF DECISION

DA 201732729 – S197D

I, Chris Gell, delegate of the planning and land authority, pursuant to section 198 of the *Planning and Development Act 2007*, hereby **refuse** the proposal for

Air conditioner additions on balconies

This decision contains the following information:


Part A– Conditions of approval

Part B - reasons for the Decision

Part C – Public Notification and Entity Advice

Attachment 1 – administration information

Contact:
EPSDD Gateway team
Phone: 6205 2888


Chris Gell
Delegate of the planning and land authority
4 July 2019

PART A – CONDITIONS OF APPROVAL

1. ORIGINAL NOTICE OF DECISION CONDITIONS

All conditions imposed in the Notice of Decision dated 4 May 2018 (and formally corrected 8 May 2018) continue to apply. The conditions below also apply to the amended development approved by this notice. Where there is any inconsistency between conditions of the original decision and the conditions imposed in this decision notice, the conditions imposed in this notice shall prevail.

2. FURTHER INFORMATION

Within 28 days from the date of this decision, or within such further time as may be approved in writing by the planning and land authority, the applicant shall lodge with the planning and land authority for approval:

- (a) Revised plans that clearly identify air conditioning system locations that are not located on balconies fronting Northbourne Avenue.
- (b) Further evidence that the amended rooftop plant such as the amended lift overrun and solar panels will not be visible from the street level of Northbourne Avenue. Service elements and rooftop plant must not be visible from public areas, including streets. Where required, the plans shall be amended to address this condition and to meet Section 4.28 of the National Capital Plan (NCP). Evidence of support from the National Capital Authority (NCA) or other alternatives would be considered by the authority.

NOTICE OF DECISION

DA 201732729 – S197D

3. COMPLIANCE WITH ENTITY REQUIREMENTS

The development must comply with all of the conditions imposed by each of the relevant entities as stated in each of their advice. Copies of the Utility advice received by the Authority are attached to this Notice of Decision.

4. PRIOR TO OCCUPATION OR USE OF THE DEVELOPMENT

Prior to use or occupation of the development (as amended) the Lessee or their representative shall obtain written support from TCCS that a Waste Management Plan demonstrating that waste and recycling storage and collection frequency is suitable for the amended development.

Note: any substantial changes to the development required for compliance with this condition will need to be submitted for the approval of the planning and land authority with an application to amend the approval under s197 of the Planning and Development Act 2007.

5. ACT HERITAGE COUNCIL

The development shall comply with the following conditions to the satisfaction of the ACT Heritage Council:

- a. Vibration monitoring and equipment limitations are to be implemented during the basement excavation to mitigate any likely impact to the adjacent Owen Flats building;
- b. Work is to immediately cease where any damage is identified to the Owen Flats building;
- c. Any remediation works are to be approved by the Council prior to the recommencement of works;
- d. Materials and equipment associated with the basement excavation are not to be stored within the curtilage of Owen Flats, and adequate fencing is required to ensure that there is no further encroachment of the works into the curtilage of the building; and
- e. Works within the Owen Flats heritage curtilage are not to commence until the SHE for the place has been approved by the Council in accordance with Section 61H of the Heritage Act 2004.

NOTICE OF DECISION

DA 201732729 – S197D

6. CAR PARKING

Prior to the use of the development or issue of an Occupation Certificate, some visitor parking is to be provided on-site or as otherwise agreed to in writing by the authority.

Note: The development as amended is approved with 271 car parking spaces and 8 motorcycle parking spaces. It is noted that the amendment relies upon the use of vertical/mechanical lifters on the ground floor within 29 spaces (creating 58 car spaces). An assessment against the Parking and Vehicular Access General Code (PVAGC) has identified that a minimum of 244 vehicles is required for residents and commercial users/occupants.

The Authority would consider alternative parking arrangements off-site consistent with the PVAGC and may consider small reductions in total number of parking places as an alternative to the mechanical stackers/vehicle lifters as currently proposed.

PART B – REASONS FOR THE DECISION

The application was approved because it was found to meet the relevant rules and criteria of the Territory Plan and section 120 of the *Planning and Development Act 2007*.

The following evidence formed part of the assessment of this application:

Development Application:	201732729
Territory Plan Zones:	CZ5 Mixed Use Commercial Zones Development Code,
Development Codes:	Residential Zones Development Code and Multi-Unit Housing Development Code
Precinct Code:	Northbourne Avenue Precinct Code
Crown Lease:	Volume 2288 Folio 12
Legislative requirements:	Sections 119 and 120 of the <i>Planning and Development Act 2007</i>
Entity advice:	List (addressed in Part C of this Decision)
Representations	9 representations from original DA notification.

NOTICE OF DECISION

DA 201732729 – S197D

PART C – PUBLIC NOTIFICATION AND ENTITY ADVICE

PUBLIC NOTIFICATION

Pursuant to section 198B of the Act, the authority waived the requirement to publically notify the amendment application.

ENTITY ADVICE and REQUIREMENTS

Pursuant to Division 7.3.3 of the *Planning and Development Act*, the application was referred to the below entities. Where an entity requested conditions to be imposed on this development, those conditions have been incorporated into Part A of this Decision. A summary of entity comments can be found below.

TCCS advised that they required additional information, namely a revised traffic report and waste storage and collection details. The Authority noted that the EDP for the site had previously nominated a larger number of dwellings which was approved. Accordingly the need for a further traffic study is not considered necessary. The waste and recycling requirements raised by TCCS have been included in the Notice of Decision as a condition to be addressed.

Evoenergy (Electricity) provided advice stating that the proposal is supported. Refer to Part A for conditions in regards to complying with entity advice. A copy of the Evoenergy advice is attached to this Notice of Decision.

Jemena (Gas) provided advice stating that the proposal is supported. Refer to Part A for conditions in regards to complying with entity advice. A copy of the Jemena advice is attached to this Notice of Decision.

Icon Water provided advice stating that the proposal is supported. Refer to Part A for conditions in regards to complying with entity advice. A copy of the Icon Water advice is attached to this Notice of Decision.

NCA advised that the site is subject to Special Requirements under Section 4.28 of the National Capital Plan. The following is noted in the amended application drawings which are inconsistent with Section 4.28:

- Air conditioning plant is not permitted on balconies.
- Some apartments such as units in Owen Flats are smaller than the minimum internal area requirements.
- Some amended balconies are smaller than the minimum balcony area requirements.
- The NCA requests that the proponent submits perspective drawings to demonstrate that amended rooftop plant such as the lift overrun and solar panels will not be visible from the street level of Northbourne Avenue. Service elements and rooftop plant must not be visible from public areas, including streets.

Note: The balcony areas were approved prior to Section 4.28 coming into effect and it is considered there is no requirement to address this comment.

NOTICE OF DECISION

DA 201732729 – S197D

A copy of the development application and this approval may be inspected at the planning and land authority's office from 8.30 am to 4.30 pm, Monday to Friday at 16 Challis Street, Dickson, ACT 2602

Translation and interpretation services

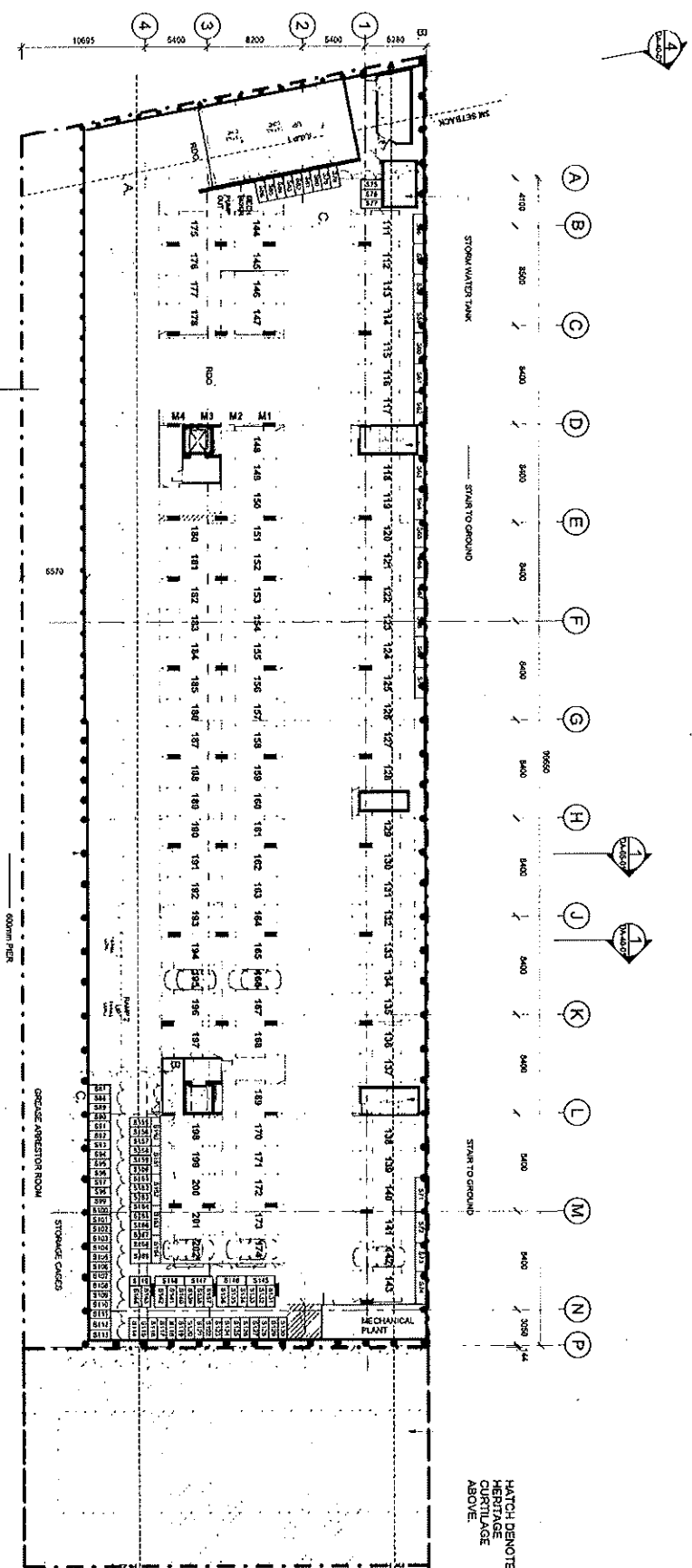
The ACT Government's translation and interpreter service runs 24 hours a day, every day of the week by calling 131 450.

ENGLISH	If you need interpreting help, telephone:
ARABIC	إذا احتجت لمساعدة في الترجمة الشفوية ، إتصل برقم الهاتف :
CHINESE	如果你需要传译员的帮助，请打电话：
CROATIAN	Ako trebate pomoć tumača telefonirajte:
GREEK	Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο
ITALIAN	Se avete bisogno di un interprete, telefonate al numero:
MALTESE	Jekk għandek bżonn l-għajjuna t'interpretu, ċempel:
PERSIAN	اگر به ترجمه شفاهی احتیاج دارید به این شماره تلفن کنید:
PORTUGUESE	Se você precisar da ajuda de um intérprete, telefone:
SERBIAN	Ако вам је потребна помоћ преводиоца телефонирајте:
SPANISH	Si necesita la asistencia de un intérprete, llame al:
TURKISH	Tercümana ihtiyacınız varsa lütfen telefon ediniz:
VIETNAMESE	Nếu bạn cần một người thông-ngôn hãy gọi điện-thoại:

TRANSLATING AND INTERPRETING SERVICE
131 450
Canberra and District - 24 hours a day, seven days a week

AREA SCHEDULE - GFA - BASEMENT 1

NAME	Count	AREA
TRADING	2	2895 m ²
SERVICE	5	74 m ²
STAR	2	25 m ²
STORAGE	9	189 m ²
		3073 m ²



PARKING SCHEDULE

LEVEL	NUMBER OF SPACES
Motorcycle Parking	4
Basement 1	4
Basement 2	7
Basement 1	4
Basement 2	7
Standard Parking	29
Basement 1	103
Basement 2	82
Basement 1	11
Basement 2	206
Grand total	279

PLANNING AND DEVELOPMENT ACT 2016
APPROVAL AMENDED
 IN RESPECT OF THE VARIATION TO
 DEVELOPMENT APPLICATION
 DA201732729
 Delineated name: CLARENCE
 Date: 29/04/2019

- AMENDMENTS**
- A. PARKING ALLOCATION CHANGES
 - B. SERVICES ADDITIONS
 - C. STORAGE REVISED



ABBREVIATION LEGEND

DA	DRIVING AREA
AC	AIR CONDITIONING UNIT
PIP	PIPE NETWORK
ME	MECHANICAL
FO	FOUR
ROO	ROOF

CERTIS
 Aimedmed Building Approval
 Number: DA201732729
 Date: 29/04/2019
 C:\Users\j\Documents\Projects\DA201732729\20190429\20190429_01.dwg
 14/04/2019 10:00:00
 14/04/2019 10:00:00

NOTES:

TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS, REFER TO WIND, ACUSTIC, AND HYDRAULIC REPORTS. IN 3 SHOWN AS INDICATIVE SUBJECT TO DETAIL DESIGN & FINAL FOOTPRINT/ CIVIL DETAILS.

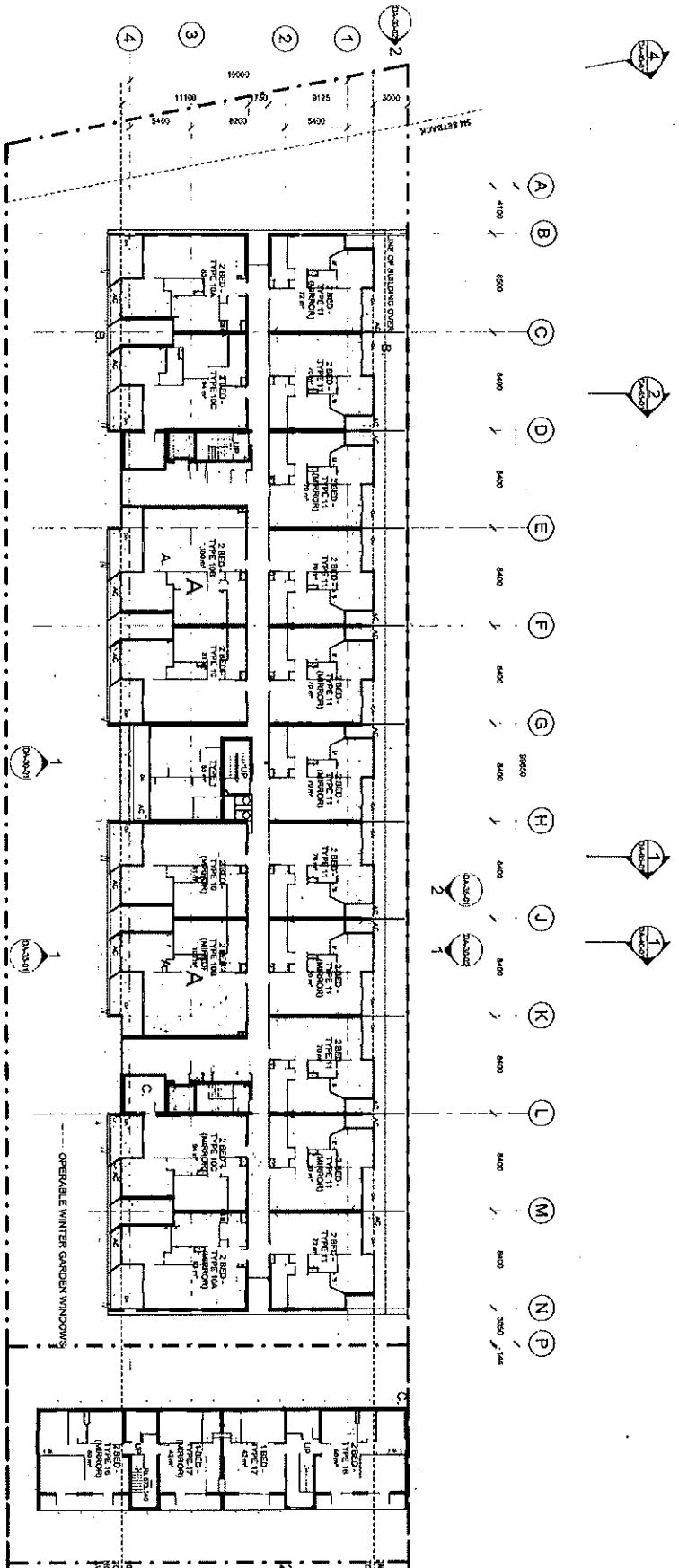
ALL LFT'S TO BE AS SPEC IS COMPLIANT.

LOBBY STAIRWAYS AND RAILS TO COMPLY WITH AS/NZS 1657 (2009).

ALL ADAPTABLE CAR SPACES TO COMPLY WITH AS 2868.5 (2009) AND ACCESS MOBILITY CODE.

ALL BICYCLE RACKS TO COMPLY WITH RELEVANT REVISIONS OF THE BCA & AS/NZS 2900.

STORAGE UNITS SUPPLIED FOR ALL RESIDENTIAL UNITS WITH ALL COVERED STORAGE.



AREA SCHEDULE - NSA - LEVEL 1

NAME	COUNT	AREA
1 BED - TYPE 7	1	35 m ²
1 BED - TYPE 17	1	43 m ²
1 BED - TYPE 17	1	43 m ²
(MIRROR)		
2 BED - TYPE 10	1	82 m ²
2 BED - TYPE 10	1	81 m ²
(MIRROR)		
2 BED - TYPE 10A	1	83 m ²
2 BED - TYPE 10A	1	83 m ²
(MIRROR)		
2 BED - TYPE 10B	1	101 m ²
2 BED - TYPE 10B	1	101 m ²
(MIRROR)		
2 BED - TYPE 10C	1	94 m ²
2 BED - TYPE 10C	1	94 m ²
(MIRROR)		
2 BED - TYPE 11	5	355 m ²
2 BED - TYPE 11	6	425 m ²
(MIRROR)		
2 BED - TYPE 15	1	50 m ²
2 BED - TYPE 15	1	50 m ²
(MIRROR)		
Grand Total: 24		1782 m²

ABBREVIATION LEGEND

- DA: DRIVEWAY
- IP: INTERIOR FINISH
- RF: RISE
- FP: FALL
- MO: MOUNTING ORIENTED
- 5: 500mm

CERTIS
 AMENDED BUILDING APPROVAL
 Issued under 522 of the Building Act 2004
 CERTIS Lic No: 20028587
 Date: 03/04/19

TRAINING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
 THIS APPROVAL IS VALID FOR THE
 INDUSTRY TRAINING AND
 DEVELOPMENT ACT 2007 ONLY.
 Please email CRIS@CCLL
 Date: 2/2/2019

- AMENDMENTS**
- A. ADAPTABLE LIFT CHANGES
 - B. AIRCONDITIONER UNIT ADDITIONS
 - C. LIFT CORE + UNIT LAYOUT CHANGES

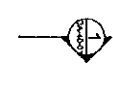
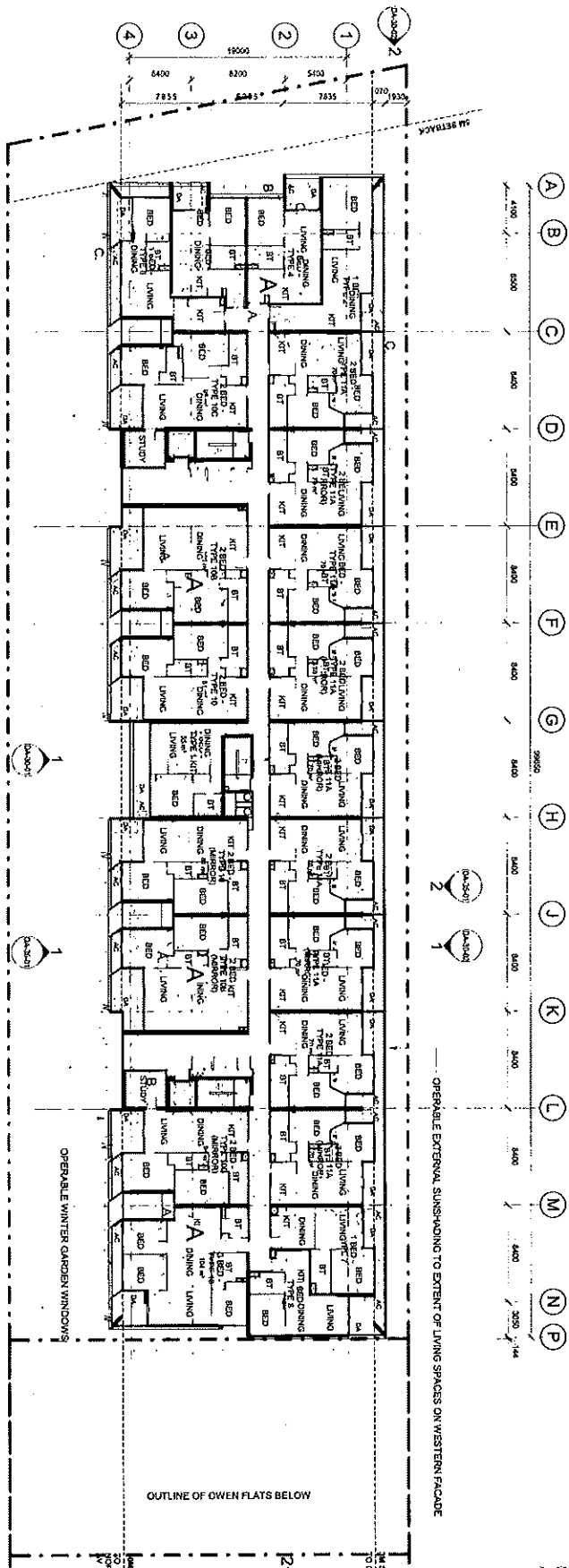


NOTES:

- TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS.
- REFER TO WIND, ACUSTIC, AND HYDROLOGIC REPORTS.
- R.A.S. SHOWN AS INDICATIVE, SUBJECT TO DETAIL DESIGN & FINAL FOOTPATH/DRIVE LAYOUTS.
- ALL LIFTS TO BE AS STRAIGHT COMPLIANT.
- LOBBY STAIRWAYS AND RAMP TO COMPLY WITH AS1918.1 (2009)
- ALL ADAPTABLE CAR SPACES TO COMPLY WITH AS 2884.4-2008 AND ACCESS MOBILITY CODE.
- ALL BASHNET AREAS TO COMPLY WITH RELEVANT SECTIONS OF THE BCA & AS/NZS STANDARDS.
- STORAGE UNITS SUPPLIED FOR ALL RESIDENTIAL UNITS. BICYCLE STORAGE FOR RESIDENTIAL UNITS ACCORDANT WITH AS1918.1 (2009).

Project: **EMBARC ON NORTHBOURNE**
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title: **LEVEL 4 - FLOOR PLAN**



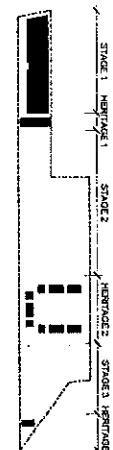
OPERABLE EXTERNAL SUNSHADING TO EXTENT OF LIVING SPACES ON WESTERN FACADE

AREA SCHEDULE - NSA - LEVEL 4

NAME	Count	AREA
1 BED - TYPE 1	1	55 m ²
1 BED - TYPE 2	1	62 m ²
1 BED - TYPE 3	1	58 m ²
1 BED - TYPE 4	1	58 m ²
1 BED - TYPE 5	1	58 m ²
1 BED - TYPE 6	1	54 m ²
1 BED - TYPE 7	1	50 m ²
2 BED - TYPE 8	1	82 m ²
2 BED - TYPE 9	1	81 m ²
2 BED - TYPE 10	1	81 m ²
2 BED - TYPE 10B	1	101 m ²
2 BED - TYPE 10S	1	101 m ²
2 BED - TYPE 10C	1	95 m ²
2 BED - TYPE 10C	1	95 m ²
2 BED - TYPE 10C	1	95 m ²
2 BED - TYPE 10C	1	95 m ²
2 BED - TYPE 11A	4	262 m ²
2 BED - TYPE 11A	5	353 m ²
3 BED - TYPE 13	1	105 m ²
Grand Total: 23		1694 m ²

PLANNING AND DEVELOPMENT ACT 2004
APPROVAL AMENDED
 IN RESPECT OF THE VARIATION IN
 THE NUMBER OF UNITS
 DEVELOPER NAME: CHAS GILL
 DATE: 29/02/19

- AMENDMENTS**
- A. ADAPTABLE UNIT CHANGES
 - B. FACADE CHANGES
 - C. AIRCONDITION UNIT ADDITIONS



NOTES:

TO BE BIDD IN CONJUNCTION WITH LANDSCAPE DRAWINGS
 REFER TO WIND, ACOUSTIC, AND HYDRAULIC REPORTS.
 RAS SHOWN AS INDICATIVE SUBJECT TO DETAIL DESIGN &
 FINAL CONTRACTOR ON SITE LEVELS
 ALL LETTS TO BE AS STRUC COMPLANT.
 LOBBY STAIRWAYS AND RAMPERS TO COMPLY WITH AS/NZS 1
 2009
 ALL ADAPTABLE CAR SPACES TO COMPLY WITH AS
 2868 AND ACCESS MOBILITY CODE.
 ALL RAMPERS ARE TO COMPLY WITH RELVANT
 SECTIONS OF THE BCA & AS/NZS STANDARDS.
 STORAGE LAMPS SUPPLIED FOR ALL RESIDENTIAL UNITS
 TO BE STORED IN A SECURELY LOCKED AREA WITH
 ALL LOCATED STORAGE.

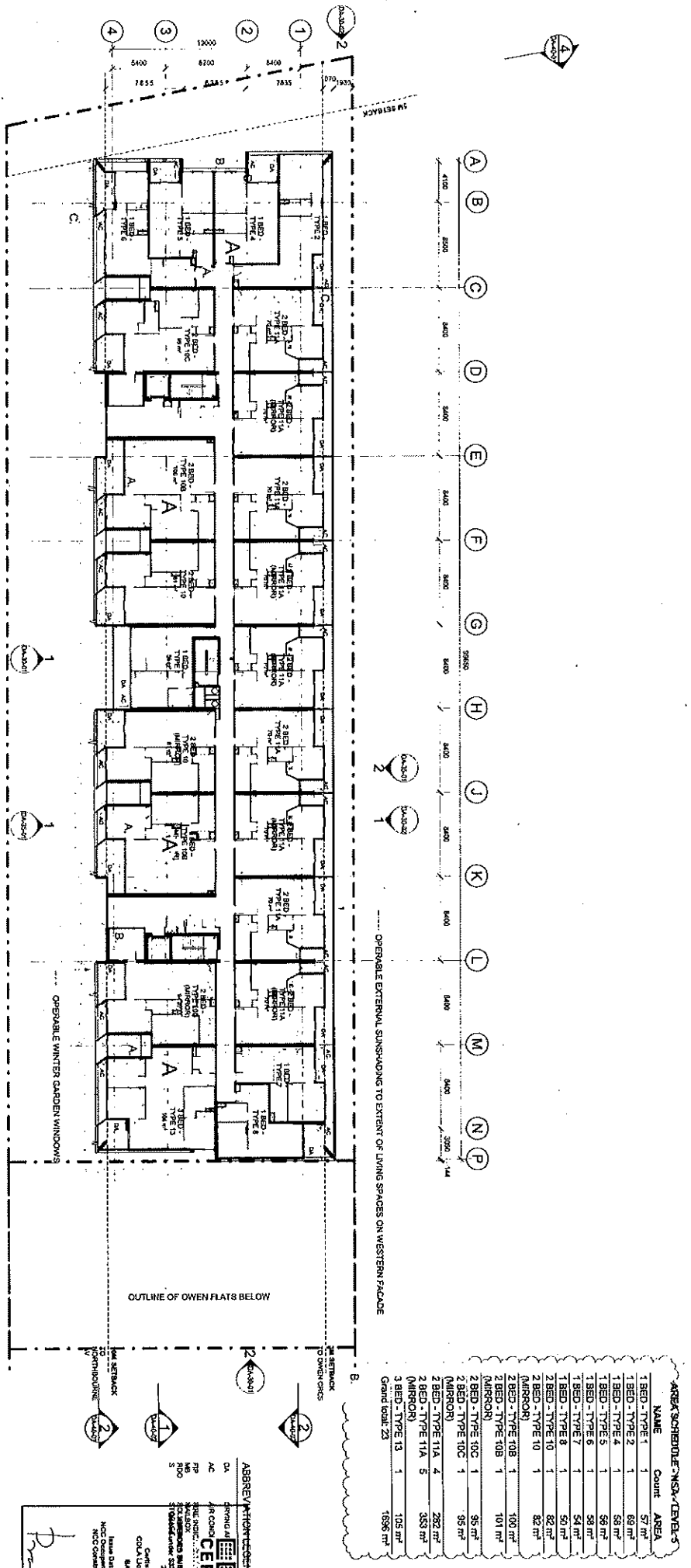
ABBREVIATION LEGEND

AC	AIR CONDITIONING
BA	BATHROOM
BT	BED ROOM
CL	CLOSET
DR	DRESSING ROOM
EN	ENTRY
HT	HALLWAY
IT	INTERIOR TERRACE
LA	LAVATORY
LI	LIVING AREA
LO	LOBBY
LU	LUNDS
OC	OFFICE
OR	OPENING
PA	PANTRY
PL	PLANT ROOM
PO	POOR ROOM
PR	PRINT ROOM
ST	STUDY
TO	TOWEL OVEN
WC	WATER CLOSET
WH	WATER HEATER
WI	WATER INLET
WO	WATER OVEN
WV	WATER VALVE

CERTIS
 CONSULTING ENGINEERS
 10/115 LYNEHAM ROAD
 NORTHBOURNE VIC 3089
 TEL: 03 9487 1111
 WWW.CERTIS.VIC.AU

Drawing Number: DA-21-04
 Revision: 3
 Date: 03.04.19
 Scale: 1:200 @ A1

COX ARCHITECTURE
 10/115 LYNEHAM ROAD
 NORTHBOURNE VIC 3089
 TEL: 03 9487 1111
 WWW.COXARCHITECTURE.COM.AU



AREA SCHEDULE - NSX / LEVEL 5

NAME	Count	AREA
1 BED - TYPE 1	1	57 m ²
1 BED - TYPE 2	1	60 m ²
1 BED - TYPE 4	1	58 m ²
1 BED - TYPE 5	1	58 m ²
1 BED - TYPE 6	1	58 m ²
1 BED - TYPE 7	1	54 m ²
1 BED - TYPE 8	1	50 m ²
2 BED - TYPE 10	1	82 m ²
2 BED - TYPE 10 (MIRROR)	1	82 m ²
2 BED - TYPE 10B	1	100 m ²
2 BED - TYPE 10B (MIRROR)	1	101 m ²
2 BED - TYPE 10C	1	95 m ²
2 BED - TYPE 10C (MIRROR)	1	95 m ²
2 BED - TYPE 11A	4	282 m ²
2 BED - TYPE 11A (MIRROR)	4	353 m ²
3 BED - TYPE 13	1	105 m ²
Grand Total: 23		1996 m ²

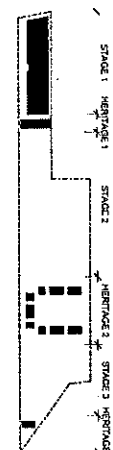
ABBREVIATION LEGEND

DA	Spring 41
AC	Air Cond
FP	Floor Plate
PP	Plant Room
R	Rooftop
S	Storage

CERTIS
 CONSULTING ENGINEERS
 57/58-60/62-64/66-68/70-72/74-76/78-80/82-84/86-88/90-92/94-96/98-100/102-104/106-108/110-112/114-116/118-120/122-124/126-128/130-132/134-136/138-140/142-144/146-148/150-152/154-156/158-160/162-164/166-168/170-172/174-176/178-180/182-184/186-188/190-192/194-196/198-200/202-204/206-208/210-212/214-216/218-220/222-224/226-228/230-232/234-236/238-240/242-244/246-248/250-252/254-256/258-260/262-264/266-268/270-272/274-276/278-280/282-284/286-288/290-292/294-296/298-300/302-304/306-308/310-312/314-316/318-320/322-324/326-328/330-332/334-336/338-340/342-344/346-348/350-352/354-356/358-360/362-364/366-368/370-372/374-376/378-380/382-384/386-388/390-392/394-396/398-400/402-404/406-408/410-412/414-416/418-420/422-424/426-428/430-432/434-436/438-440/442-444/446-448/450-452/454-456/458-460/462-464/466-468/470-472/474-476/478-480/482-484/486-488/490-492/494-496/498-500/502-504/506-508/510-512/514-516/518-520/522-524/526-528/530-532/534-536/538-540/542-544/546-548/550-552/554-556/558-560/562-564/566-568/570-572/574-576/578-580/582-584/586-588/590-592/594-596/598-600/602-604/606-608/610-612/614-616/618-620/622-624/626-628/630-632/634-636/638-640/642-644/646-648/650-652/654-656/658-660/662-664/666-668/670-672/674-676/678-680/682-684/686-688/690-692/694-696/698-700/702-704/706-708/710-712/714-716/718-720/722-724/726-728/730-732/734-736/738-740/742-744/746-748/750-752/754-756/758-760/762-764/766-768/770-772/774-776/778-780/782-784/786-788/790-792/794-796/798-800/802-804/806-808/810-812/814-816/818-820/822-824/826-828/830-832/834-836/838-840/842-844/846-848/850-852/854-856/858-860/862-864/866-868/870-872/874-876/878-880/882-884/886-888/890-892/894-896/898-900/902-904/906-908/910-912/914-916/918-920/922-924/926-928/930-932/934-936/938-940/942-944/946-948/950-952/954-956/958-960/962-964/966-968/970-972/974-976/978-980/982-984/986-988/990-992/994-996/998-1000

PLANNING AND DEVELOPMENT ACT 2008
APPROVAL AMENDED
 THIS PLAN IS A REVISED VERSION OF THE ORIGINAL PLAN AND IS SUBJECT TO THE APPROVALS OF THE LOCAL AUTHORITY.
 Designer: CHRIS GILL
 Date: 29/02/2019

- AMENDMENTS**
- A. ADAPTABLE UNIT CHANGES
 - B. ADAPTABLE UNIT CHANGES
 - C. ALTERNATIVE UNIT ADDITIONS

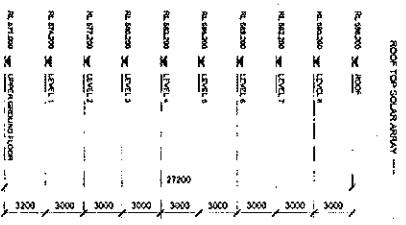


NOTES:

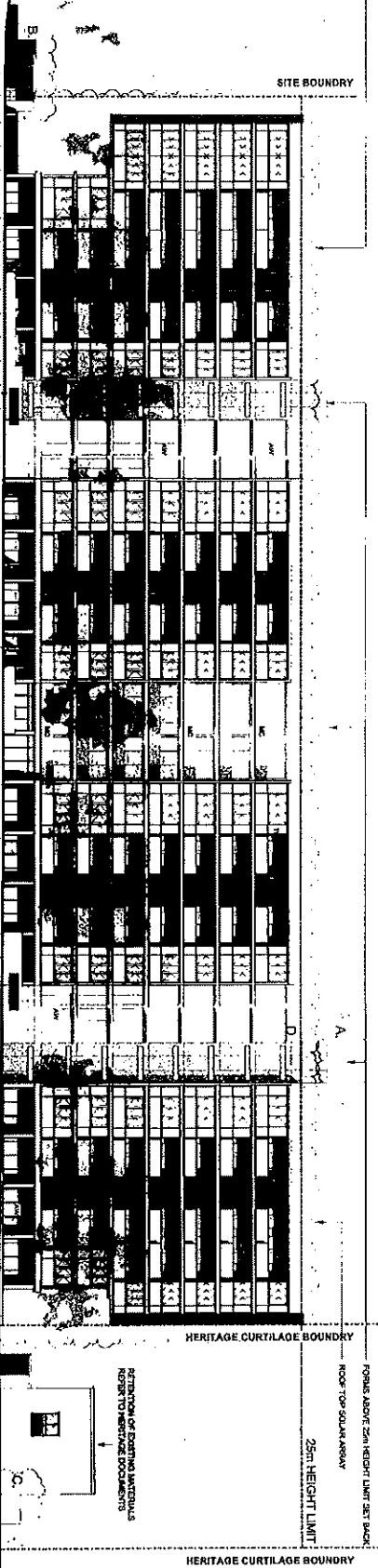
- 1. TO BE READ IN CONJUNCTION WITH LANDSCAPE DRAWINGS.
- 2. REFER TO WIND, ACOUSTIC, AND VIBRATIONAL REPORTS.
- 3. RIS SHOWN AS INDICATIVE, SUBJECT TO DETAIL DESIGN & FINAL APPROVALS FROM THE LOCAL AUTHORITY.
- 4. ALL RIS TO BE AS PER THE COMPLAINT.
- 5. LOBBY STAIRWAYS AND RAMP TO COMPLY WITH AS/NZS 15638:2008.
- 6. ALL ADAPTABLE (DA) SPACES TO COMPLY WITH AS/NZS 15638:2008 AND ACCESSIBILITY CODE.
- 7. ALL BASEMENT AREAS TO COMPLY WITH RELEVANT BUILDING REGULATIONS AND AS/NZS 15638:2008.
- 8. STORAGE UNITS SUPPORTED FOR ALL RESIDENTIAL UNITS TO BE PROVIDED IN ACCORDANCE WITH AS/NZS 15638:2008 AND LOCAL AUTHORITY APPROVALS.

- AMENDMENTS**
- A. ADDITIONAL HEIGHT AT ROOF LEVEL TO ACCOMMODATE LIFT OVERSUN REQUIREMENTS
 - B. COURTYARD WALLS SHOWN
 - C. FACADE CHANGES

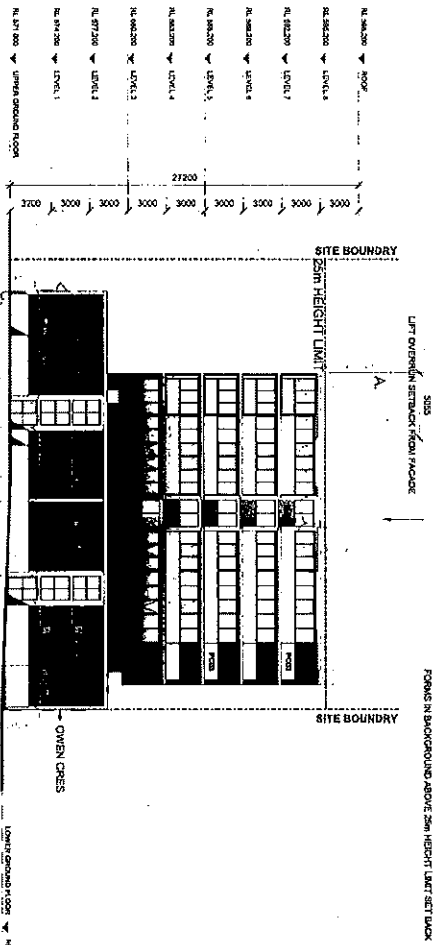
PLANNING AND BUILDING DEPARTMENT
APPROVAL AMENDED
 DEVELOPMENT CONTROL
 DEPARTMENT
 DEVELOPER: CHEN HILL
 DATE: 29/04/2019



1 EAST ELEVATION
 SCALE: 1:200



2 NORTH ELEVATION
 SCALE: 1:200



CERTIS
 CERTIFIED BUILDING APPROVAL
 Issued under the provisions of the Building Act 2004
 Certs Act Pt. 10
 Certs Lic. No. 2008837
 SA 5001
 Issue Date: 20/08/2018
 NCC Occupancy Class: 2, 3, 4 & 5
 NCC Construction Type: 4

Project: **EMBARK ON NORTHBORNE**
 BLOCK 3 SECTION 115 LYNEHAM

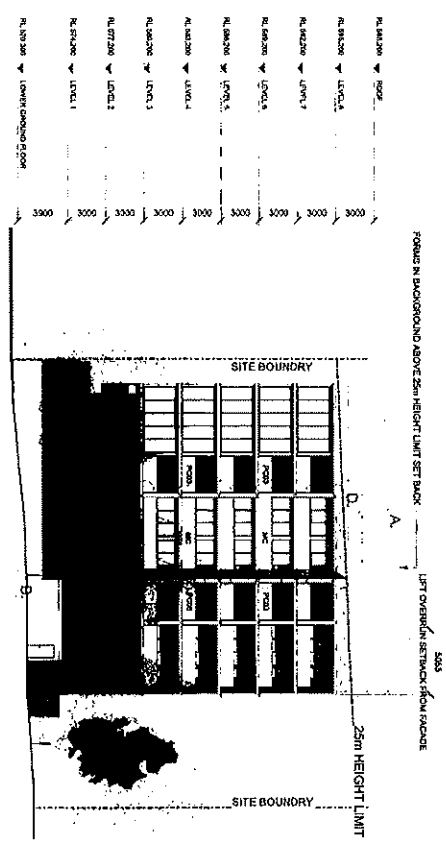
Drawing Title: **NORTH & EAST ELEVATIONS**

Drawing Number: **DA-30-01**
 Revision: **3**
 Date: **03.04.19**
 Scale: **1:200 @ A1**

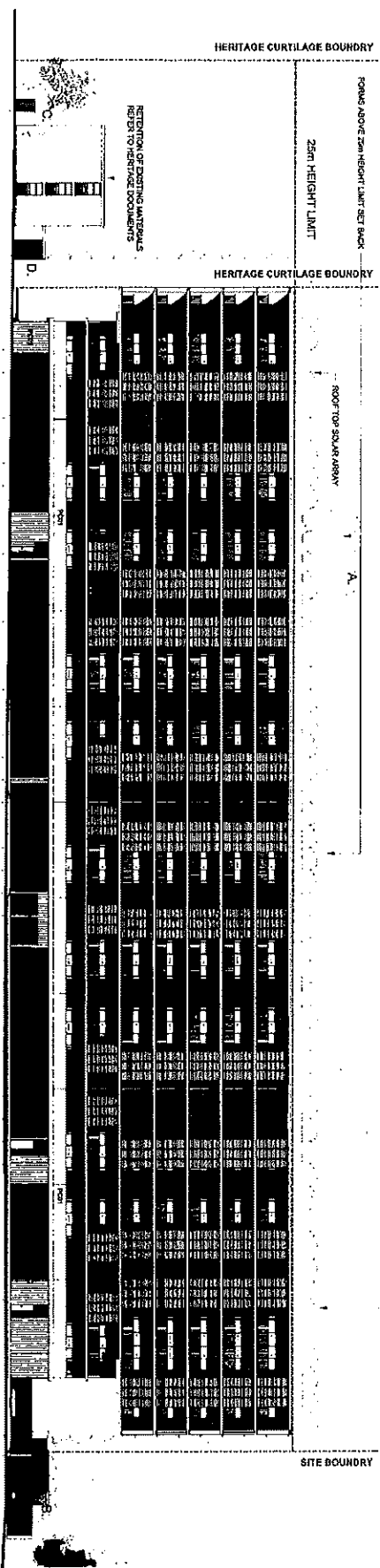
COX ARCHITECTURE
 15/15 GLEN ROAD
 MOUNTAIN VIEW, SA 5093



- AMENDMENTS
- A. ADDITIONAL HEIGHT AT ROOF LEVEL TO ACCOMMODATE LIFT OVERSAIL REQUIREMENTS
 - B. CORRECTED MATERIAL FINISHES
 - C. CORRECTED MATERIALS SYSTEM
 - D. FACADE CHANGES



2 SOUTH ELEVATION
SCALE 1:200



1 WEST ELEVATION
SCALE 1:200

APPROVAL AND CERTIFICATION

DATE: 20/03/19

NAME: CHRIS O'NEILL

ROLE: ARCHITECT

COMPANY: COX ARCHITECTS

PROJECT: 115 LYNHAM ROAD, SYDNEY NSW 1570

APPROVAL AND CERTIFICATION

DATE: 20/03/19

NAME: CHRIS O'NEILL

ROLE: ARCHITECT

COMPANY: COX ARCHITECTS

PROJECT: 115 LYNHAM ROAD, SYDNEY NSW 1570

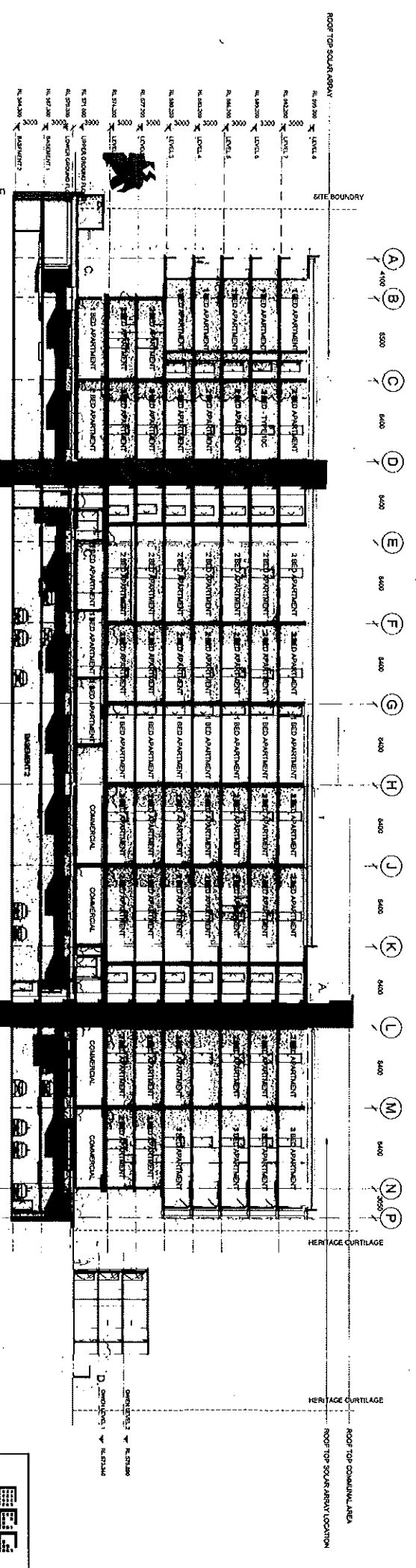
Project:
EMBARK ON NORTHBORNE
BLOCK 3 SECTION 115 LYNEHAM

Drawing Title:
SOUTH & WEST ELEVATIONS

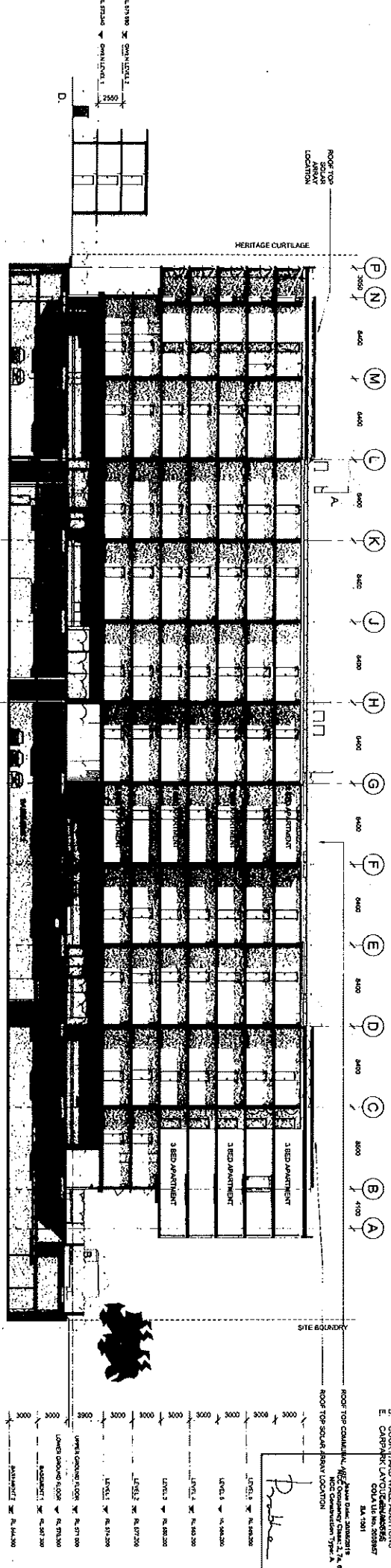
Drawing Number: **DA-30-02**
Revision: **3**
Date: **03.04.19**
Scale: **1:200 @ A1**

Cox Architects
115 LYNHAM ROAD, SYDNEY NSW 1570
www.coxarchitects.com.au

COX



1 EAST LONGITUDINAL SECTION
SCALE 1:200



2 WEST LONGITUDINAL SECTION
SCALE 1:200

Project: **EMBARK ON NORTHBURNE**
BLOCK 3 SECTION 115 LYNEHAM

Drawing Title: **SECTIONS SHEET 02**

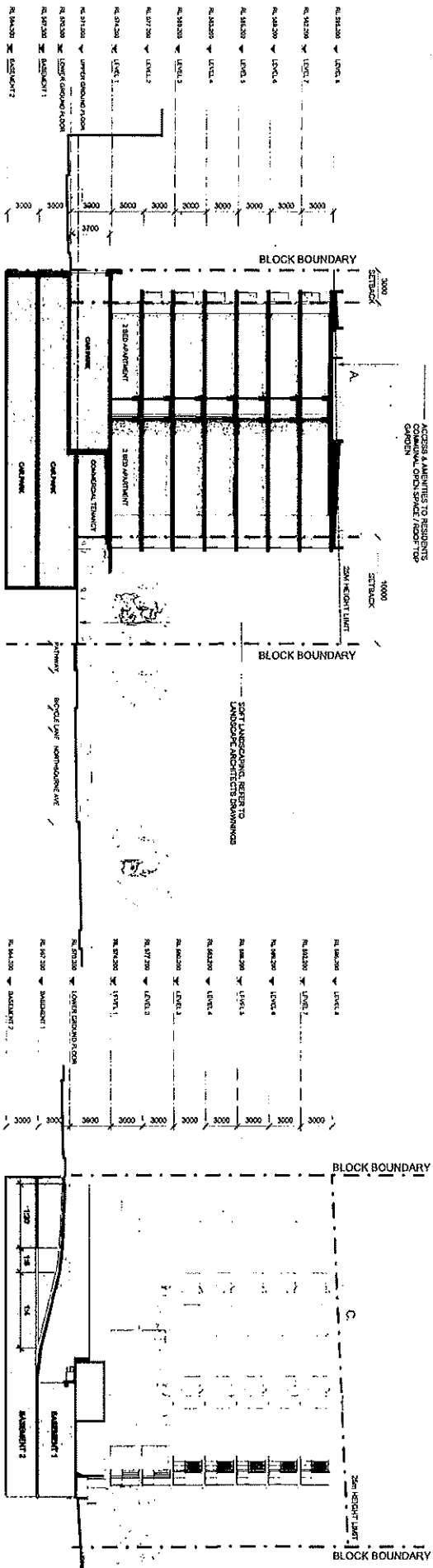
Drawing Number: **DA-40-02** Revision: **3** Date: **03.04.19** Scale: **1:200 @ A1**

COX
COX ARCHITECTURE
100/102 COLLEGE AVENUE
SYDNEY NSW 2006
T +61 2 9230 1820
www.coxarchitect.com.au

TRADING AND DEVELOPMENT ACT 2007
APPROVAL AMENDED
NEEDS TO BE SIGNATURED BY
AN APPROVED PROFESSIONAL ARCHITECT
Date: 29/02/2019

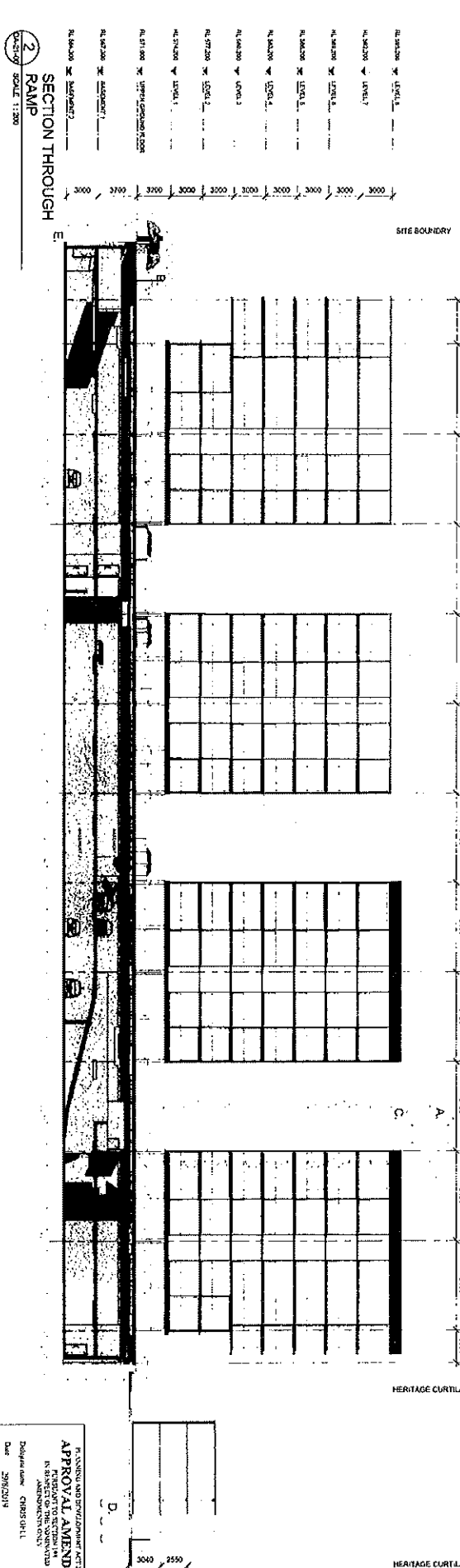
AMENDMENTS
A. ADDITIONAL HERITAGE CURTLAGE
TO ACCOMMODATE UNIT SELECTION
B. INCREASE ROOM SIZES AND UNIT COUNTS
C. UNIT LAYOUT CHANGES
D. CARPARK LAYOUT CHANGES
E. COLLABORATION WITH DA 1701
DA 1701

James Dale, 20/02/19
Approved by: [Signature]
ROOF TOP COMMERCIAL, 115 Lyneham, Queensland, Class 2, 7A, 8
ROOF TOP SQUARE METRE LOCATION



1 SHORT SECTION 1
RAMP SCALE 1:200

4 SHORT SECTION 2
RAMP SCALE 1:200



PLANNING AND DEVELOPMENT ACT 2008
APPROVAL AMENDED
 IN RESPONSE TO SECTION 114
 OF THE ACT (AS AMENDED)
 Delineated under: CHRIS SHILL
 Date: 29/8/2019

AMENDMENTS

- A. ADDITIONAL HEIGHT AMENDMENT TO THE BUILDING
- B. INCREASE IN THE NUMBER OF STOREYS
- C. FACADE CHANGES
- D. COURTYARD WALL ADDITION
- E. CARPARK LAYOUT CHANGES

Issue Date: 28/8/2019
 Mod. Occasion: Class 2, 7, 6
 Mod. Description: 19/19

Chris Shill

Project:
EMBARK ON NORTHBOURNE
 BLOCK 3 SECTION 115 LYNEHAM

Drawing Title:
SECTIONS SHEET 01

Drawing Number:
 DA-40-01

Revision:
 3

Date:
 03.04.19

Scale:
 1:200 @ A1

COX
 COX ARCHITECTS
 115 LYNEHAM AVENUE
 NORTHBOURNE VIC 3089
 T 03 9492 9200
 F 03 9492 9201
 www.coxarchitects.com.au



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	14	Block	11	Section	51	Suburb	LYNEHAM
-------------	-----------	--------------	-----------	----------------	-----------	---------------	----------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

	No	Yes
1. Have any notices been issued relating to the Crown Lease?	(X)	()
2. Is the Lessor aware of any notice of a breach of the Crown Lease?	(X)	()
3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/>	()	(X)
Certificate Number: 82093		
Dated: 11-AUG-20		
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 an Environmental Impact Statement under Chapter 8 of the Planning & Development Act 2007, or part 6.3 of the Planning Act 2023?		(see report)
7. Has a development application been received, or approval (applications lodged prior to 2 April 1992 will not be included)?		(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 Part 11.3 of the Planning & Development Act 2007 or Part 12.3 of the Planning Act 2023?		(see report)
10 Contaminated Land Search - Is there information recorded by Environment ACT regarding the contamination status of the land?		(see report)

Applicant's Name : Info Track

Date: 01-DEC-25 14:51:20

E-mail Address :

Client Reference : 21404 - 180365513



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

01-DEC-2025 14:51

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

Page 1 of 2

INFORMATION ABOUT THE PROPERTY

LYNEHAM Section 51/Block 11/Unit 14

Building Class: A

Area(m2): 4,404.8

Unimproved Value: \$10,500,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Registered

Environment Assessment: The Land is not subject to an Environmental Impact Statement under Chapter 8 of the Planning & Development ACT 2007, or part 6.3a of the Planning Act 2023.

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

No Applications Found.

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. Exempt activities can 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 <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

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 <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

Information is not recorded by the Environment Protection Authority regarding the contamination status of this 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



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

01-DEC-2025 14:51

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 2

Cat containment has been extended across the ACT for cats born on or after 1 July 2022. Containment means keeping your cat on your premise 24 hours a day. This can include your house or apartment, enclosed area in a backyard or courtyard, a cat crate or leash. Cats born before 1 July 2022 do not have to be contained unless they live in one of the 17 currently declared cat containment suburbs. All cats (regardless of age) located in the following suburbs must be contained to their premise 24 hours a day. However, cats can be walked on a leash and harness under effective control in all containment suburbs: BONNER, COOMBS, CRACE, DENMAN PROSPECT, FORDE, JACKA, LAWSON, MOLONGLO, MONCRIEFF, STRATHNAIRN, THE FAIR in north WATSON, THROSBY, WRIGHT, GUNGAHLIN TOWN CENTRE, MACNAMARA, TAYLOR and WHITLAM. More information on cat containment is available at <https://www.cityservices.act.gov.au/pets-and-wildlife/domestic-animals/cats/cat-containment> or by phoning Access Canberra on 13 22 81.

URBAN FOREST ACT 2023

The Urban Forest Act 2023 (or Tree Protection Act 2005 where applicable) 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 Transport Canberra and City Services website https://www.cityservices.act.gov.au/trees-and-nature/trees/act_tree_register or for further information please call Access Canberra on 132281.

---- END OF REPORT ----

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 12312

Unit No: 109

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: **54**

Total Building Entitlements: **10,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Corporation's records can be inspected at

Address: **SIGNATURE STRATA
17/11 National Circuit
BARTON ACT 2600**

Contact Phone Number: **0261850347**

Members of Corporation's executive committee

Office	Name	Address
Chairperson	Jing Huang	2/30 Stockdale Street Dickson ACT 2602
Secretary	Kate Martin	712/253 Northbourne Ave LYNEHAM ACT 2602
Treasurer	Timothy Capon	419/253 Northbourne Avenue LYNEHAM ACT 2602
Committee	Joseph Gordon	305/253 Northbourne Avenue Lyneham ACT 2602
	Jayne Roberts	418/253 Northbourne Avenue Lyneham ACT 2602
	Mairead Thomas	723/253 Northbourne Avenue Lyneham ACT 2602
	Hong Duong	501/253 Northbourne Avenue LYNEHAM ACT 2602

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 12312 - Unit 109

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$2,909.56**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/25 to 31/12/25	727.39	01/11/25	09/10/25	0.00	01/11/25
01/01/26 to 31/03/26	727.39	01/01/26		0.00	01/01/26
01/04/26 to 30/06/26	727.39	01/04/26		0.00	01/04/26
01/07/26 to 30/09/26	727.39	01/07/26		0.00	01/07/26

Amount (if any) outstanding (credit shown with -) **\$727.39**

Paid to **31/12/25**

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 **\$502.24**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/10/25 to 31/12/25	125.56	01/11/25	09/10/25	0.00	01/11/25
01/01/26 to 31/03/26	125.56	01/01/26		0.00	01/01/26
01/04/26 to 30/06/26	125.56	01/04/26		0.00	01/04/26
01/07/26 to 30/09/26	125.56	01/07/26		0.00	01/07/26

Amount (if any) outstanding (credit shown with -) **\$125.56**

Paid to **31/12/25**

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 Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 12312 - Unit 109

Other amounts owing

Rate of interest payable	10.00	per cent		Interest Owing	Nil
Purpose		Fund	Amount	Due Date	Amount Due

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

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

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> Chu Strata Insurance	HU0006050620	83,506,500.00	30/07/26		67,649.19
<i>LOSS OF RENT</i> Chu Strata Insurance	HU0006050620	12,525,975.00	30/07/26		
<i>PUBLIC LIABILITY</i> Chu Strata Insurance	HU0006050620	30,000,000.00	30/07/26		
<i>FIDELITY GUARANTEE</i> Chu Strata Insurance	HU0006050620	250,000.00	30/07/26		
<i>OFFICE BEARERS</i> Chu Strata Insurance	HU0006050620	1,000,000.00	30/07/26		
<i>VOLUNTARY WORKERS</i> Chu Strata Insurance	HU0006050620	5,000,000.00 / \$2,000.00	30/07/26		
<i>GOVT AUDIT COSTS</i> Chu Strata Insurance	HU0006050620	25,000.00	30/07/26		
<i>APPEAL EXPENSES</i> Chu Strata Insurance	HU0006050620	100,000.00	30/07/26		
<i>MACHINERY BREAKDOWN</i> Chu Strata Insurance	HU0006050620	100,000.00	30/07/26		
<i>LOT OWNERS FIXTURES</i> Chu Strata Insurance	HU0006050620	250,000.00	30/07/26		
<i>WORKERS COMPENSATION</i> CGU INSURANCE	991033	Insured	30/07/26		334.95
<i>COMMON AREA CONTENTS</i> Chu Strata Insurance	HU0006050620	835,065.00	30/07/26		
<i>LEGAL DEFENSE</i> Chu Strata Insurance	HU0006050620	50,000.00	30/07/26		

Fund Balances

Balances as at: 02 December 2025

Administrative Fund	175,653.76
Sinking Fund	205,407.32

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 12312 - Unit 109

Developer Control Period

Developer Control Period Expiry Date: Yes

Borrowed Money

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

No

Sustainability Infrastructure

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

Crown Lease Extension Application

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

No

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 12312 - Unit 109

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

ELECTRICITY

(ii) The name of the embedded network provider

ORIGIN

Dated at Canberra the **02 December 2025**

John McCarthy





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	HU0006050620
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	30/07/2025 to 30/07/2026 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.12312
Situation	253 NORTHBOURNE AVENUE LYNEHAM ACT 2602

Policies Selected

Policy 1 – Insured Property

Building: \$83,506,500
Common Area Contents: \$835,065
Loss of Rent & Temporary Accommodation (total payable): \$12,525,975

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

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



Policy 9 – Lot owners’ fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

04/08/2025

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Insurance Valuation Report

For

Embark

253 Northbourne Avenue, Lyneham ACT
2602

Scheme Number: 12312



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 206845

12 June 2024

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qiagroup.com.au
W www.qiagroup.com.au

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ABN 27 116 106 453
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QIA Group Pty Ltd

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SECTION 1 – INSURANCE VALUATION SUMMARY

1.1 Purpose of Report

We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at **253 Northbourne Avenue, Lyneham ACT 2602.**

1.2 Property Address

The property is situated at **253 Northbourne Avenue, Lyneham ACT 2602.**

1.3 Description of Building

The property is developed as mixed-use development comprising four 'shell only' commercial/retail lots and one hundred and sixty residential apartments in a single eight storey building plus twelve apartments in a separate three storey flat, the units with allocated secure car parking spaces at two levels of basement and ground level of eight storey building. Access to upper floor is by internal staircases and two passenger lifts. The building with solar panels on the roof. Common property includes communal area, roof terrace, amenities, access driveways, boundary walls & fences and site landscaping.

In accordance with the plans provided the date of registration is 2020.

1.4 Client

The Proprietors Ebmark.

1.5 Replacement Value

Recommended Insured Value: \$79,530,000 (Inc GST)

1.6 Inspector Details

Inspector Number

101



Signed for and on behalf of QIA Group Pty Ltd

SECTION 2 – INSURANCE VALUATION REPORT

2.1 Recommended Insured Value

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

2.2 Loss of Revenue

The Insurance Valuation represents building costs only and excludes loss of revenue.

2.3 Current Trends

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

2.4 Periodic Reviews

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

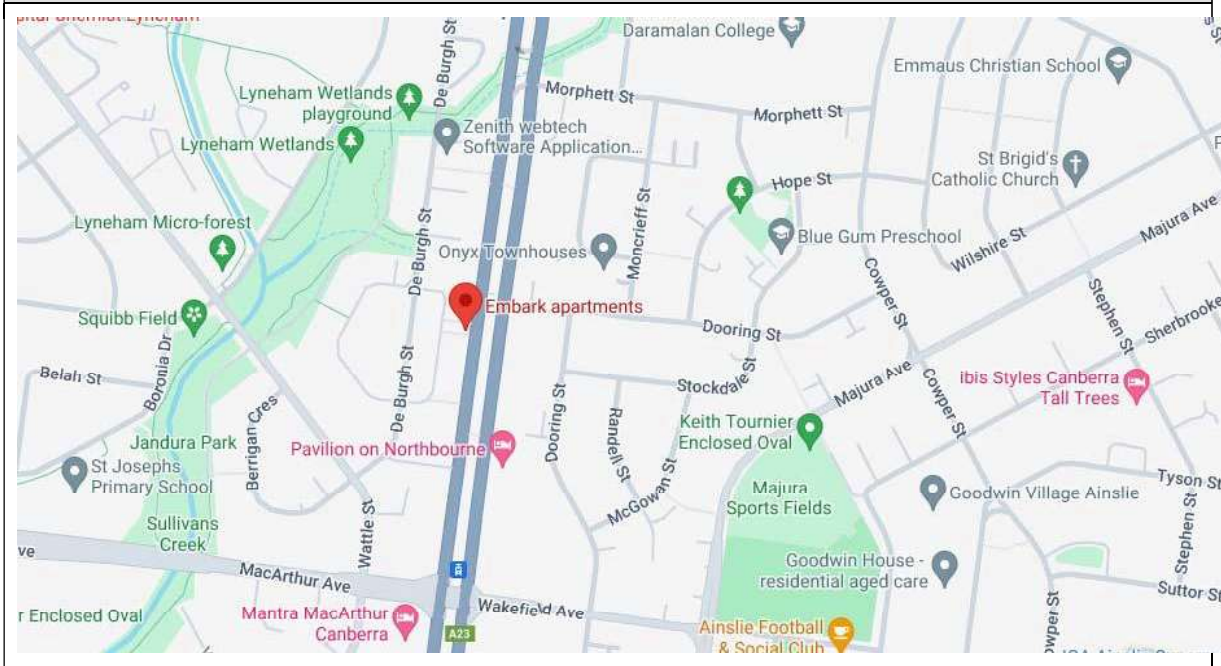
2.5 Elements used in the Calculated Value of the Building Replacement

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

2.6 Valuation	
Replacement Building and Improvements Cost:	\$62,100,000
Allowance for Cost Escalation:	
Design and Documentation:	3 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months
Calculated at 6% over the period	\$4,660,000
Progressive Subtotal:	\$66,760,000
Professional Fees:	\$5,340,000
Progressive Subtotal:	\$72,100,000
Removal of Debris:	\$3,105,000
Progressive Subtotal:	\$75,205,000
Cost Escalation for Insurance Policy Lapse Period:	\$4,325,000
Progressive Subtotal:	\$79,530,000
Recommended Insured Value:	\$79,530,000 (Inc GST)

2.7 Site Location Map



SECTION 3 – REPORTING PROCESS AND CONTENT

3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

3.4 SUMMARY OF CONSTRUCTION

3.4.1 Primary Method of Construction

3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Combination of double brick and concrete masonry.
EXTERNAL WALL FINISHES: Concrete panels, Colorbond claddings, fibre cement sheets,
and rendered & painted brick.

3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete low-pitched roof.
ROOFING: Cliplock metal sheeting and membrane.

3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

3.6 SCOPE

- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

3.7 EXCLUSIONS

An Insurance Valuation Report does not cover or deal with:

- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any rationalisation or modernisation of services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

SECTION 4 – SITE PHOTOGRAPHS



Sinking Fund Plan

Embark

**253-259 Northbourne Avenue, Lyneham,
ACT 2602**

Scheme Number: 12312



COMPILED BY SIMON VINCENT

**On 23 November 2020 for the
15 Years Commencing: 1 August 2021
QIA Job Reference Number: 156268**

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

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QIA Group Pty Ltd
ABN 27 116 106 453
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QIA Group Pty Ltd

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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

253-259 Northbourne Avenue, Lyneham, ACT 2602

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:	\$4.35

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.

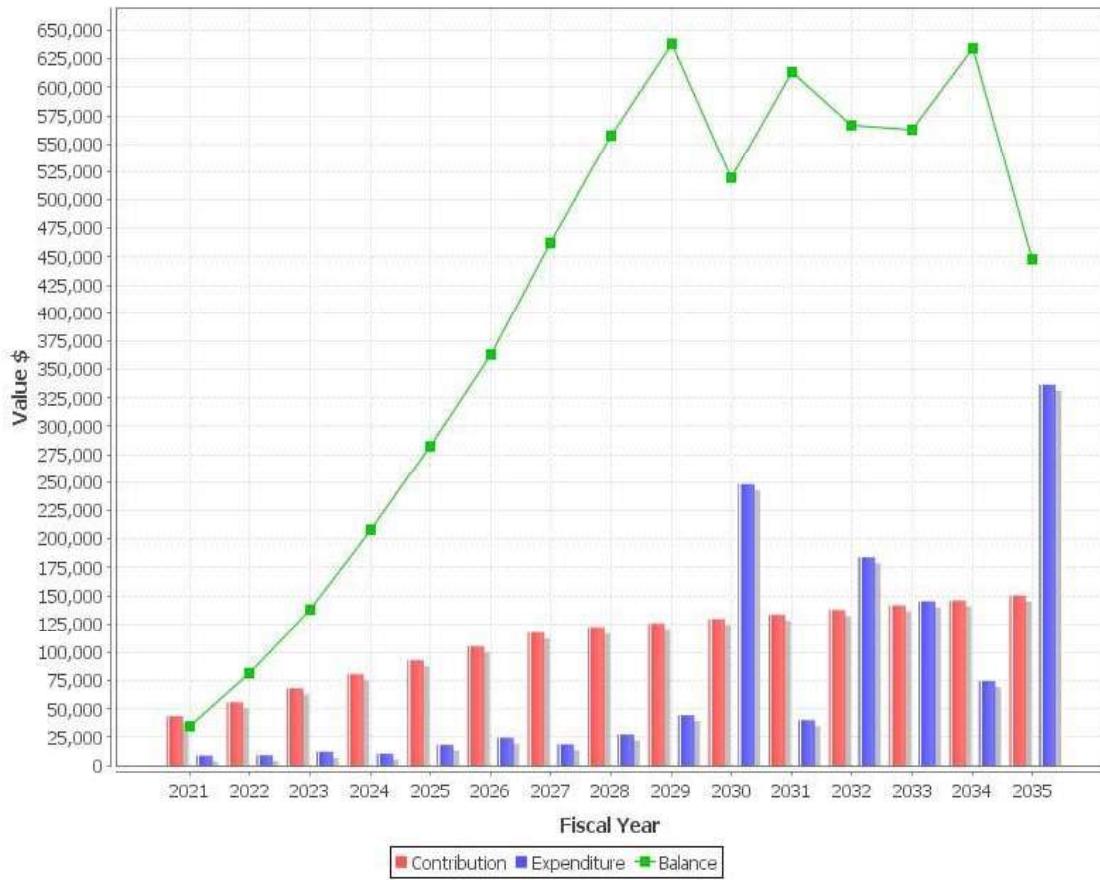
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	Income		Expenses	Closing Balance
	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	01/08/2021	\$0	\$43,500	\$4.35	\$8,800	\$34,700
2	01/08/2022	\$34,700	\$55,877	\$5.59	\$9,064	\$81,513
3	01/08/2023	\$81,513	\$68,254	\$6.83	\$12,221	\$137,546
4	01/08/2024	\$137,546	\$80,631	\$8.06	\$10,483	\$207,695
5	01/08/2025	\$207,695	\$93,008	\$9.30	\$18,321	\$282,382
6	01/08/2026	\$282,382	\$105,385	\$10.54	\$24,637	\$363,130
7	01/08/2027	\$363,130	\$117,762	\$11.78	\$18,774	\$462,119
8	01/08/2028	\$462,119	\$122,139	\$12.21	\$27,391	\$556,867
9	01/08/2029	\$556,867	\$125,803	\$12.58	\$44,415	\$638,255
10	01/08/2030	\$638,255	\$129,577	\$12.96	\$248,091	\$519,741
11	01/08/2031	\$519,741	\$133,465	\$13.35	\$40,108	\$613,097
12	01/08/2032	\$613,097	\$137,469	\$13.75	\$183,749	\$566,816
13	01/08/2033	\$566,816	\$141,593	\$14.16	\$145,150	\$563,259
14	01/08/2034	\$563,259	\$145,840	\$14.58	\$74,652	\$634,447
15	01/08/2035	\$634,447	\$150,216	\$15.02	\$336,520	\$448,143

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

August 2021	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$8,800
<u>Total Forecast Expenditure for year - August 2021 (Inc GST):</u>	<u>\$8,800</u>
Includes GST amount of :	\$800
August 2022	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$9,064
<u>Total Forecast Expenditure for year - August 2022 (Inc GST):</u>	<u>\$9,064</u>
Includes GST amount of :	\$824
August 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$9,336
FIRE PROTECTION SYSTEMS	
- Install/replace sensors/exit signage/emergency lighting	\$2,885
<u>Total Forecast Expenditure for year - August 2023 (Inc GST):</u>	<u>\$12,221</u>
Includes GST amount of :	\$1,111
August 2024	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$9,616
FURNITURE & FITTINGS	
- Provision to upgrade swipe/card readers	\$867
<u>Total Forecast Expenditure for year - August 2024 (Inc GST):</u>	<u>\$10,483</u>
Includes GST amount of :	\$953

August 2025	Expense Inc GST
--------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$9,904
---------------------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$8,416
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<u>Total Forecast Expenditure for year - August 2025 (Inc GST):</u>	<u>\$18,321</u>
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Includes GST amount of :	\$1,666
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August 2026	Expense Inc GST
--------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$10,202
---------------------------------	----------

BASEMENT

- Replace garage door motors in 6 years	\$9,851
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$381
--	-------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,152
---	---------

PLANT & EQUIPMENT

- Replace waste room sled motor in 6 years	\$1,051
--	---------

<u>Total Forecast Expenditure for year - August 2026 (Inc GST):</u>	<u>\$24,637</u>
---	-----------------

Includes GST amount of :	\$2,240
--------------------------	---------

August 2027	Expense Inc GST
--------------------	--------------------

SUPERSTRUCTURE

- Capital Replacement - General	\$10,508
---------------------------------	----------

BASEMENT

- Repaint line marking	\$3,125
------------------------	---------

DRIVEWAYS

- Repaint line marking	\$1,353
------------------------	---------

STAIRWELL

- Repaint floors	\$3,788
------------------	---------

<u>Total Forecast Expenditure for year - August 2027 (Inc GST):</u>	<u>\$18,774</u>
---	-----------------

Includes GST amount of :	\$1,707
--------------------------	---------

August 2028

Expense
Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$10,823
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DRIVEWAYS

- Maintain bitumen driveway (Patchwork)	\$1,951
---	---------

FURNITURE & FITTINGS

- Provision to replace outdoor furniture	\$2,090
--	---------

- Replace T.V. Antenna in 8 years	\$697
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- Ongoing partial replacement of exterior lighting	\$404
--	-------

- Provision to upgrade swipe/card readers	\$975
---	-------

TOILET

- Maintain fixtures/fittings	\$418
------------------------------	-------

PLANT & EQUIPMENT

- Replace grease trap pump in 8 years	\$2,787
---------------------------------------	---------

- Replace sewer pumps in 8 years	\$7,246
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<u>Total Forecast Expenditure for year - August 2028 (Inc GST):</u>	<u>\$27,391</u>
---	-----------------

Includes GST amount of :	\$2,490
--------------------------	---------

August 2029

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings	\$1,220
---	---------

- Capital Replacement - General	\$11,148
---------------------------------	----------

BASEMENT

- Provision to replace exhaust/supply fans in 15 years (partial accrual)	\$14,640
---	----------

EXTERNAL WORKS

- Ongoing partial maintenance of pathways	\$3,165
---	---------

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting	\$3,445
---	---------

PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$10,799
---	----------

<u>Total Forecast Expenditure for year - August 2029 (Inc GST):</u>	<u>\$44,415</u>
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Includes GST amount of :	\$4,038
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August 2030

Expense
Inc GST

SUPERSTRUCTURE

- Repaint buildings	\$35,479
---------------------	----------

- Repaint balcony ceilings	\$8,870
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- Repaint fascia	\$2,365
------------------	---------

- Scaffold/access equip allowance	\$3,252
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- Repaint door face	\$1,478
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- Repaint balustrade	\$4,435
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- Repaint rooftop planters	\$3,548
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- Capital Replacement - General	\$11,482
---------------------------------	----------

BASEMENT

- Repaint walls	\$3,991
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- Repaint door face	\$1,774
---------------------	---------

ENTRY FOYER

- Repaint walls	\$4,435
-----------------	---------

- Repaint ceiling	\$1,626
- Repaint door face	\$2,070

FENCING

- Repaint boundary wall/fence	\$3,548
-------------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$429
- Provision to replace door closers	\$1,242
- Provision to replace solar inverter	\$8,870

TOILET

- Repaint ceiling	\$1,330
-------------------	---------

FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguishers	\$9,757
- Replace pressure vessel in 10 years	\$1,183

LOBBIES

- Repaint walls	\$62,089
- Repaint ceiling	\$26,610
- Repaint door face	\$19,514

STAIRWELL

- Repaint walls	\$7,392
- Repaint ceiling	\$3,104
- Repaint handrails	\$2,365
- Repaint door face	\$4,731

PLANT & EQUIPMENT

- Provision to replace instant hot water heater units	\$11,123
---	----------

Total Forecast Expenditure for year - August 2030 (Inc GST): **\$248,091**

Includes GST amount of : **\$22,554**

August 2031	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace balustrade fixings	\$1,294
- Capital Replacement - General	\$11,826
BASEMENT	
- Provision to replace exhaust/supply fans in 15 years (partial accrual)	\$15,531
PLANT & EQUIPMENT	
- Provision to replace instant hot water heater units	\$11,456
<u>Total Forecast Expenditure for year - August 2031 (Inc GST):</u>	<u>\$40,108</u>
Includes GST amount of :	\$3,646
August 2032	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$12,181
BASEMENT	
- Replace garage door motors in 6 years	\$11,763
- Replace stormwater pumps in 12 years	\$6,273
DRIVEWAYS	
- Maintain bitumen driveway (Patchwork)	\$2,196
EXTERNAL WORKS	
- Maintain common pipework	\$4,235
- Ongoing partial maintenance of pathways	\$3,458
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$455
- Provision to upgrade swipe/card readers	\$1,098

FIRE PROTECTION SYSTEMS

- Install/replace sensors/exit signage/emergency lighting \$3,764

LOBBIES

- Replace carpet/floor covering in 12 years \$91,591

ROOF

- Repaint membrane in 12 years \$28,230

- Replace synthetic grass in 12 years \$7,842

PLANT & EQUIPMENT

- Replace hot water system pump/controller in 12 years \$4,705

- Install/replace air conditioning split system unit \$4,705

- Replace waste room sled motor in 6 years \$1,255

Total Forecast Expenditure for year - August 2032 (Inc GST): \$183,749

Includes GST amount of : \$16,704

August 2033

Expense
Inc GST

SUPERSTRUCTURE

- Provision to replace balustrade fixings \$1,373

- Capital Replacement - General \$12,547

BASEMENT

- Provision to replace exhaust/supply fans in 15 years (partial accrual) \$16,477

ENTRY FOYER

- Maintain tiles \$1,555

FURNITURE & FITTINGS

- Provision to upgrade intercom systems & associated equipment \$102,577

TOILET

- Maintain tiles \$1,413

LOBBIES

- Maintain tiles	\$1,131
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ROOF

- Maintain metal roof fixings/flashings	\$8,077
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<u>Total Forecast Expenditure for year - August 2033 (Inc GST):</u>	<u>\$145,150</u>
---	------------------

Includes GST amount of :	\$13,195
--------------------------	----------

August 2034

Expense

Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$12,923
---------------------------------	----------

BASEMENT

- Repaint line marking	\$3,843
------------------------	---------

- Provision to replace garage doors in 30 years (partial accrual)	\$5,990
---	---------

DRIVEWAYS

- Maintain concrete driveway 10% of total	\$3,494
---	---------

- Repaint line marking	\$1,664
------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$483
--	-------

ROOF

- Provision for partial balcony/terrace membrane replacement	\$41,596
--	----------

STAIRWELL

- Repaint floors	\$4,659
------------------	---------

<u>Total Forecast Expenditure for year - August 2034 (Inc GST):</u>	<u>\$74,652</u>
---	-----------------

Includes GST amount of :	\$6,787
--------------------------	---------

August 2035	Expense Inc GST
SUPERSTRUCTURE	
- Provision to replace external door/frame in 20 years (partial accrual)	\$3,428
- Provision to replace balustrade fixings	\$1,457
- Capital Replacement - General	\$13,311
BASEMENT	
- Provision to replace exhaust/supply fans in 15 years (partial accrual)	\$17,480
- Maintain ventilation ducting	\$3,239
- Maintain/repair main garage door running gear	\$6,684
EXTERNAL WORKS	
- Ongoing partial maintenance of pathways	\$3,779
FENCING	
- Provision to replace colorbond slat fencing in 35 years (partial accrual)	\$3,565
FURNITURE & FITTINGS	
- Provision to replace BBQ	\$4,284
TOILET	
- Provision to replace toilet and basin	\$1,097
FIRE PROTECTION SYSTEMS	
- Provision to replace portable fire extinguishers	\$11,311
- Install/replace sensors/exit signage/emergency lighting	\$4,113
ROOF	
- Provision to replace solar panels in 25 years (partial accrual)	\$39,984

PLANT & EQUIPMENT

- Provision for mechanical upgrade of lifts in 20 years (partial accrual)	\$214,221
- Replace hot water system tanks in 15 years	\$8,569
<u>Total Forecast Expenditure for year - August 2035 (Inc GST):</u>	<u>\$336,520</u>
Includes GST amount of :	\$30,593

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																		
- Repair buildings	\$24,000	2030	10										35479					
- Repair balcony ceilings	\$6,000	2030	10										8870					
- Repair fascia	\$1,600	2030	10										2365					
- Scaffold/access equip allowance	\$2,200	2030	10										3252					
- Repair door face	\$1,000	2030	10										1478					
- Provision to replace external door/frame in 20 years (partial accrual)	\$2,000	2035	5															3428
- Provision to replace balustrade fixings	\$850	2029	2									1220		1294		1373		1457
- Repair balustrade	\$3,000	2030	10										4435					
- Repair rooftop planters	\$2,400	2030	10										3548					
- Capital Replacement - General	\$7,767	2021	0	8800	9064	9336	9616	9904	10202	10508	10823	11148	11482	11826	12181	12547	12923	13311
BASEMENT																		
- Provision to replace exhaust/supply fans in 15 years (partial accrual)	\$10,200	2029	2									14640		15531		16477		17480
- Repair line marking	\$2,310	2027	7							3125								3843
- Repair walls	\$2,700	2030	10										3991					
- Maintain ventilation ducting	\$1,890	2035	3															3239
- Repair door face	\$1,200	2030	10										1774					
- Provision to replace garage doors in 30 years (partial accrual)	\$3,600	2034	4															5990
- Maintain/repair main garage door running gear	\$3,900	2035	15															6684
- Replace garage door motors in 6 years	\$7,500	2026	6						9851									11763
- Replace stormwater pumps in 12 years	\$4,000	2032	12															6273
DRIVEWAYS																		
- Maintain bitumen driveway (Patchwork)	\$1,400	2028	4								1951							2196
- Maintain concrete driveway 10% of total	\$2,100	2034	4															3494

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
- Repaint line marking	\$1,000	2027	7							1353							1664	
ENTRY FOYER																		
- Repaint walls	\$3,000	2030	10										4435					
- Repaint ceiling	\$1,100	2030	10										1626					
- Maintain tiles	\$962	2033	3													1555		
- Repaint door face	\$1,400	2030	10										2070					
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2032	6												4235			
- Ongoing partial maintenance of pathways	\$2,205	2029	3									3165			3458			3779
FENCING																		
- Provision to replace colorbond slat fencing in 35 years (partial accrual)	\$2,080	2035	5															3565
- Repaint boundary wall/fence	\$2,400	2030	10										3548					
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$1,500	2028	8								2090							
- Replace T.V. Antenna in 8 years	\$500	2028	8								697							
- Ongoing partial replacement of exterior lighting	\$290	2026	2						381		404		429		455		483	
- Provision to upgrade swipe/Card readers	\$700	2024	4				867				975				1098			
- Provision to upgrade intercom systems & associated equipment	\$63,500	2033	13													102577		
- Provision to replace door closers	\$840	2030	10										1242					
- Provision to replace BBQ	\$2,500	2035	15															4284
- Provision to replace solar inverter	\$6,000	2030	10										8870					
TOILET																		
- Maintain fixtures/fitings	\$300	2028	8								418							
- Repaint ceiling	\$900	2030	10										1330					
- Maintain tiles	\$875	2033	3													1413		
- Provision to replace toilet and basin	\$640	2035	15															1097

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 replace portable fire extinguishers	\$6,600	2025	5					8416					9757					11311
- Install/replace sensors/exit signage/emergency lighting	\$2,400	2023	3			2885			3152			3445			3764			4113
- Replace pressure vessel in 10 years	\$800	2030	10										1183					
LOBBIES																		
- Repaint walls	\$42,000	2030	10										62089					
- Repaint ceiling	\$18,000	2030	10										26610					
- Replace carpet/floor covering in 12 years	\$58,400	2032	12												91591			
- Repaint door face	\$13,200	2030	10										19514					
- Maintain tiles	\$700	2033	3												1131			
ROOF																		
- Repaint membrane in 12 years	\$18,000	2032	12												28230			
- Maintain metal roof fixings/flashings	\$5,000	2033	5												8077			
- Provision for partial balcony/terrace membrane replacement	\$25,000	2034	3														41596	
- Replace synthetic grass in 12 years	\$5,000	2032	12												7842			
- Provision to replace solar panels in 25 years (partial accrual)	\$23,331	2035	5															39984
STAIRWELL																		
- Repaint walls	\$5,000	2030	10										7392					
- Repaint ceiling	\$2,100	2030	10										3104					
- Repaint handrails	\$1,600	2030	10										2365					
- Repaint door face	\$3,200	2030	10										4731					
- Repaint floors	\$2,800	2027	7							3788								4659
PLANT & EQUIPMENT																		
- Provision for mechanical upgrade of lifts in 20 years (partial accrual)	\$125,000	2035	5															214221
- Replace hot water system pump/controller in 12 years	\$3,000	2032	12												4705			

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
- Replace hot water system tanks in 15 years	\$5,000	2035	15															8569
- Provision to replace instant hot water heater units	\$7,524	2029	9									10799	11123	11456				
- Install/replace air conditioning split system unit	\$3,000	2032	12															
- Replace grease trap pump in 8 years	\$2,000	2028	8								2787							
- Replace sewer pumps in 8 years	\$5,200	2028	8								7246							
- Replace waste room sled motor in 6 years	\$800	2026	6						1051									
Total				8800	9064	12221	10483	18321	24637	18774	27391	44415	248091	40108	183749	145150	74652	336520
Includes GST amount of				800	824	1111	953	1666	2240	1707	2490	4038	22554	3646	16704	13195	6787	30593

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 buildings	\$24,000	2030	10	3095	6283	9566	12948	16431	20019	23714	27520	31441	35479	4159	8443	12856	17400	22081
- Repaint balcony ceilings	\$6,000	2030	10	774	1571	2392	3237	4108	5005	5929	6880	7860	8870	1040	2111	3214	4350	5520
- Repaint fascia	\$1,600	2030	10	206	419	638	863	1095	1334	1581	1834	2096	2365	277	563	857	1160	1472
- Scaffold/access equip allowance	\$2,200	2030	10	284	576	877	1187	1506	1835	2174	2523	2882	3232	381	774	1178	1595	2024
- Repaint door face	\$1,000	2030	10	129	262	398	539	684	834	988	1146	1310	1478	173	352	535	725	920
- Provision to replace external door/frame in 20 years (partial accrual)	\$2,000	2035	5	184	374	570	771	979	1192	1412	1639	1872	2113	2361	2616	2879	3149	3428
- Provision to replace balustrade fixings	\$850	2029	2	120	244	371	502	638	777	920	1068	1220	637	1294	676	1373	718	1457
- Repaint balustrade	\$3,000	2030	10	387	785	1196	1619	2054	2502	2964	3440	3930	4435	520	1055	1607	2175	2760
- Repaint rooftop planters	\$2,400	2030	10	309	628	957	1295	1643	2002	2371	2752	3144	3548	416	844	1286	1740	2208
- Capital Replacement - General	\$7,767	2021	0	8800	9064	9336	9616	9904	10202	10508	10823	11148	11482	11826	12181	12547	12923	13311
BASEMENT																		
- Provision to replace exhaust/supply fans in 15 years (partial accrual)	\$10,200	2029	2	1441	2925	4454	6029	7651	9321	11042	12814	14640	7651	15531	8117	16477	8611	17480
- Repaint line marking	\$2,310	2027	7	408	828	1261	1706	2165	2638	3125	502	1018	1550	2098	2663	3244	3843	617
- Repaint walls	\$2,700	2030	10	348	707	1076	1456	1848	2252	2668	3096	3537	3991	468	950	1446	1957	2484
- Maintain ventilation ducting	\$1,890	2035	3	174	354	538	729	925	1126	1334	1549	1769	1996	2230	2472	2720	2976	3239
- Repaint door face	\$1,200	2030	10	155	314	478	647	822	1001	1186	1376	1572	1774	208	422	643	870	1104
- Provision to replace garage doors in 30 years (partial accrual)	\$3,600	2034	4	351	712	1084	1467	1861	2268	2686	3117	3562	4019	4490	4975	5475	5990	1611
- Maintain/repair main garage door running gear	\$3,900	2035	15	359	730	1111	1503	1908	2325	2754	3196	3651	4120	4603	5100	5613	6140	6684
- Replace garage door motors in 6 years	\$7,500	2026	6	1523	3092	4707	6371	8085	9851	1819	3692	5621	7608	9655	11763	2171	4408	6711
- Replace stormwater pumps in 12 years	\$4,000	2032	12	442	897	1366	1849	2347	2859	3387	3930	4490	5067	5661	6273	630	1279	1948
DRIVEWAYS																		
- Maintain bitumen driveway (Patchwork)	\$1,400	2028	4	219	445	678	918	1165	1419	1681	1951	525	1066	1622	2196	591	1199	1826

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
- Maintain concrete driveway 10% of total	\$2,100	2034	4	204	415	632	856	1086	1323	1567	1818	2077	2344	2619	2902	3194	3494	940
- Repaint line marking	\$1,000	2027	7	177	358	546	739	937	1142	1353	217	441	671	909	1153	1405	1664	267
- Replace traffic mirrors in 20 years	\$700	2040	20	52	105	160	216	275	335	396	460	526	593	663	734	808	884	962
ENTRY FOYER																		
- Repaint walls	\$3,000	2030	10	387	785	1196	1619	2054	2502	2964	3440	3930	4435	520	1055	1607	2175	2760
- Repaint ceiling	\$1,100	2030	10	142	288	438	593	753	917	1087	1261	1441	1626	191	387	589	797	1012
- Maintain tiles	\$962	2033	3	100	202	308	417	529	644	763	885	1012	1141	1275	1413	1555	550	1116
- Repaint door face	\$1,400	2030	10	181	367	558	755	959	1168	1384	1606	1834	2070	243	492	750	1015	1288
EXTERNAL WORKS																		
- Maintain common pipework	\$2,700	2032	6	298	606	922	1248	1584	1930	2287	2654	3032	3421	3822	4235	782	1587	2416
- Ongoing partial maintenance of pathways	\$2,205	2029	3	312	632	963	1303	1654	2015	2387	2770	3165	3565	2271	3458	4223	2482	3779
- Replace individual garage/roller doors in 30 years	\$3,900	2050	30	219	444	676	916	1162	1416	1677	1946	2223	2509	2803	3106	3418	3739	4070
FENCING																		
- Provision to replace colorbond slat fencing in 35 years (partial accrual)	\$2,080	2035	5	192	389	592	802	1018	1240	1469	1704	1947	2197	2455	2720	2994	3275	3565
- Repaint boundary wall/fence	\$2,400	2030	10	309	628	957	1295	1643	2002	2371	2752	3144	3548	416	844	1286	1740	2208
FURNITURE & FITTINGS																		
- Provision to replace outdoor furniture	\$1,500	2028	8	235	477	726	983	1248	1520	1801	2090	298	604	920	1245	1580	1925	2281
- Replace mail boxes in 27 years	\$25,500	2047	27	1531	3107	4731	6403	8126	9900	11728	13610	15549	17546	19603	21721	23903	26151	28466
- Replace T.V. Antenna in 8 years	\$500	2028	8	78	159	242	328	416	507	601	697	99	201	307	415	527	642	760
- Ongoing partial replacement of exterior lighting	\$290	2026	2	59	120	182	246	313	381	454	523	597	675	758	845	937	1034	1136
- Provision to upgrade swipe/card readers	\$700	2024	4	207	421	641	867	1108	1350	1603	1866	2139	2422	2715	3018	3331	3654	3987
- Provision to upgrade intercom systems & associated equipment	\$63,500	2033	13	6568	13333	20301	27478	34870	42484	50327	58404	66725	75294	84121	93213	102577	9645	19580
- Provision to replace door closers	\$840	2030	10	108	220	335	453	575	701	830	963	1101	1242	146	296	450	609	773
- Provision to replace BBQ	\$2,500	2035	15	230	468	712	964	1223	1490	1765	2048	2340	2641	2950	3269	3597	3936	4284
- Provision to replace solar inverter	\$6,000	2030	10	774	1571	2392	3237	4108	5005	5929	6880	7860	8870	1040	2111	3214	4350	5520

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
TOILET																		
- Maintain fixtures/fittings	\$300	2028	8	47	95	145	197	250	304	360	418	59	121	184	249	316	385	456
- Repaint ceiling	\$900	2030	10	116	236	359	485	616	750	889	1032	1179	1330	156	316	482	652	828
- Maintain tiles	\$875	2033	3	90	184	280	379	480	585	693	805	919	1037	1159	1284	1413	500	1014
- Provision to replace toilet and basin	\$640	2035	15	59	120	182	247	313	382	452	524	599	676	755	837	921	1008	1097
FIRE PROTECTION SYSTEMS																		
- Overhaul hydrant/sprinkler booster pumps and controllers	\$20,000	2040	20	1479	3002	4571	6186	7851	9565	11331	13149	15023	16952	18939	20986	23094	25266	27503
- Upgrade Fire Panel & associated detection equipment	\$52,200	2037	17	4361	8853	13480	18246	23154	28210	33417	38781	44306	49996	55857	61894	68112	74516	81113
- Provision to replace fire hose reels	\$3,000	2037	17	251	509	775	1049	1331	1621	1920	2229	2546	2873	3210	3557	3914	4282	4661
- Provision to replace portable fire extinguishers	\$6,600	2025	5	1585	3218	4900	6632	8416	1838	3731	5680	7689	9757	2130	4325	6585	8913	11311
- Install/replace sensors/exit signage/emergency lighting	\$2,400	2023	3	933	1895	2885	1020	2070	3152	1115	2263	3445	1218	2472	3764	1331	2701	4113
- Replace jacking pump in 20 years	\$2,500	2040	20	185	375	571	773	981	1195	1416	1643	1878	2119	2367	2623	2886	3158	3437
- Replace pressure vessel in 10 years	\$800	2030	10	103	209	319	432	548	667	791	918	1048	1183	139	281	428	580	736
LOBBIES																		
- Repaint walls	\$42,000	2030	10	5416	10995	16740	22659	28755	35033	41500	48161	55022	62089	7279	14776	22498	30451	38644
- Repaint ceiling	\$18,000	2030	10	2321	4712	7175	9711	12324	15014	17786	20641	23581	26610	3119	6332	9642	13051	16562
- Replace carpet/floor covering in 12 years	\$58,400	2032	12	6454	13101	19948	27000	34264	41745	49451	57388	65564	73984	82658	91591	9201	18679	28440
- Repaint door face	\$13,200	2030	10	1702	3455	5261	7121	9037	11011	13043	15137	17293	19514	2288	4644	7071	9571	12145
- Maintain tiles	\$700	2033	3	72	147	224	303	384	468	555	644	736	830	928	1028	1131	400	811
ROOF																		
- Replace membrane in 12 years	\$18,000	2032	12	1989	4038	6148	8322	10561	12867	15242	17688	20208	22803	25477	28230	2836	5757	8766
- Replace guttering in 30 years	\$2,400	2030	30	135	273	416	563	715	871	1032	1198	1368	1544	1725	1911	2103	2301	2505
- Maintain metal roof fixings/flashings	\$5,000	2033	5	517	1050	1599	2164	2746	3345	3963	4599	5254	5929	6624	7340	8077	1764	3580
- Replace down pipes in 30 years	\$3,300	2050	30	185	376	572	775	983	1198	1419	1647	1881	2123	2372	2628	2892	3164	3444
- Provision for partial balcony/terrace membrane replacement	\$25,000	2034	3	2434	4942	7525	10185	12925	15747	18654	21648	24732	27908	31180	34550	38021	41596	14705
- Replace synthetic grass in 12 years	\$5,000	2032	12	553	1122	1708	2312	2934	3574	4234	4914	5614	6335	7077	7842	788	1599	2435

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
- Provision to replace solar panels in 25 years (partial accrual)	\$23,331	2035	5	2150	4364	6645	8994	11414	13906	16473	19117	21840	24645	27534	30510	33575	36732	39984
STAIRWELL																		
- Repaint walls	\$5,000	2030	10	645	1309	1993	2698	3423	4171	4941	5734	6551	7392	867	1759	2678	3625	4601
- Repaint ceiling	\$2,100	2030	10	271	550	837	1133	1438	1751	2075	2408	2751	3104	364	739	1125	1522	1932
- Repaint handrails	\$1,600	2030	10	206	419	638	863	1095	1334	1581	1834	2096	2365	277	563	857	1160	1472
- Repaint door face	\$3,200	2030	10	413	838	1276	1727	2191	2669	3162	3670	4193	4731	555	1126	1714	2320	2945
- Repaint floors	\$2,800	2027	7	494	1004	1528	2068	2625	3198	3788	608	1234	1879	2544	3228	3933	4659	748
PLANT & EQUIPMENT																		
- Refurbish lift interiors	\$20,000	2037	17	1671	3392	5165	6991	8871	10808	12803	14858	16975	19155	21401	23714	26096	28550	31077
- Provision for mechanical upgrade of lifts in 20 years (partial accrual)	\$125,000	2035	5	11518	23381	35601	48187	61150	74503	88256	102421	117012	132040	147519	163463	179885	196799	214221
- Replace hot water system pump/controller in 12 years	\$3,000	2032	12	332	673	1025	1387	1760	2144	2540	2948	3368	3801	4246	4705	473	959	1461
- Replace hot water system tanks in 15 years	\$5,000	2035	15	461	935	1424	1928	2446	2980	3530	4097	4681	5282	5901	6539	7196	7872	8569
- Provision to replace instant hot water heater units	\$7,524	2029	9	1063	2158	3286	4447	5644	6876	8145	9452	10799	11123	11456	1839	3733	5683	7692
- Install/replace air conditioning split system unit	\$3,000	2032	12	332	673	1025	1387	1760	2144	2540	2948	3368	3801	4246	4705	473	959	1461
- Replace grease trap pump in 8 years	\$2,000	2028	8	313	636	969	1311	1664	2027	2402	2787	397	806	1227	1661	2108	2568	3042
- Replace sewer pumps in 8 years	\$5,200	2028	8	815	1654	2519	3409	4326	5271	6244	7246	1032	2095	3191	4318	5480	6677	7909
- Replace waste room sled motor in 6 years	\$800	2026	6	162	330	502	680	863	1051	194	394	600	812	1030	1255	232	470	716
TOTAL ACCRUALS				75104	152464	229259	310458	386573	459195	540742	616670	678929	557405	647668	588229	571484	631147	445710

* 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.

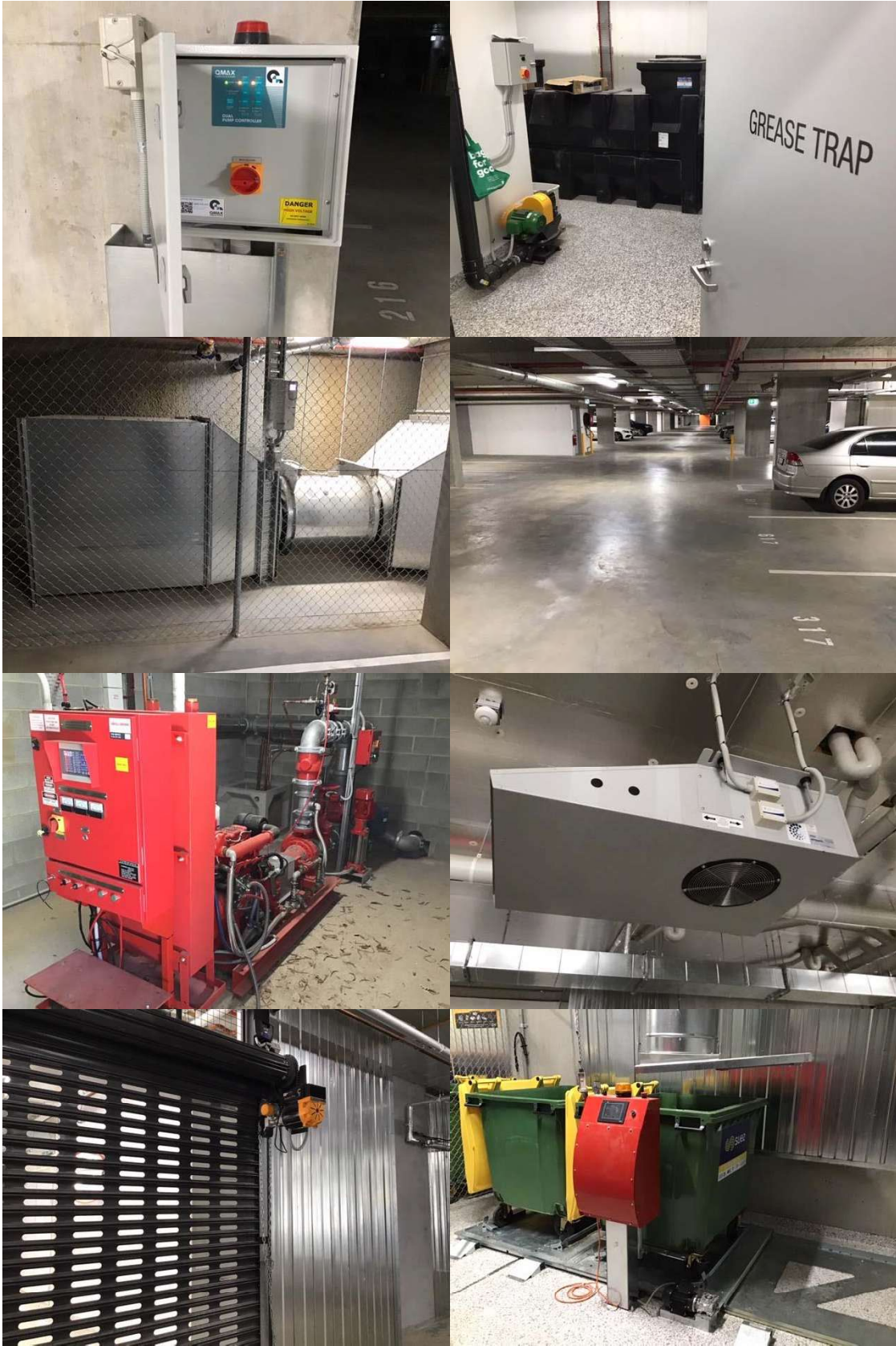
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.

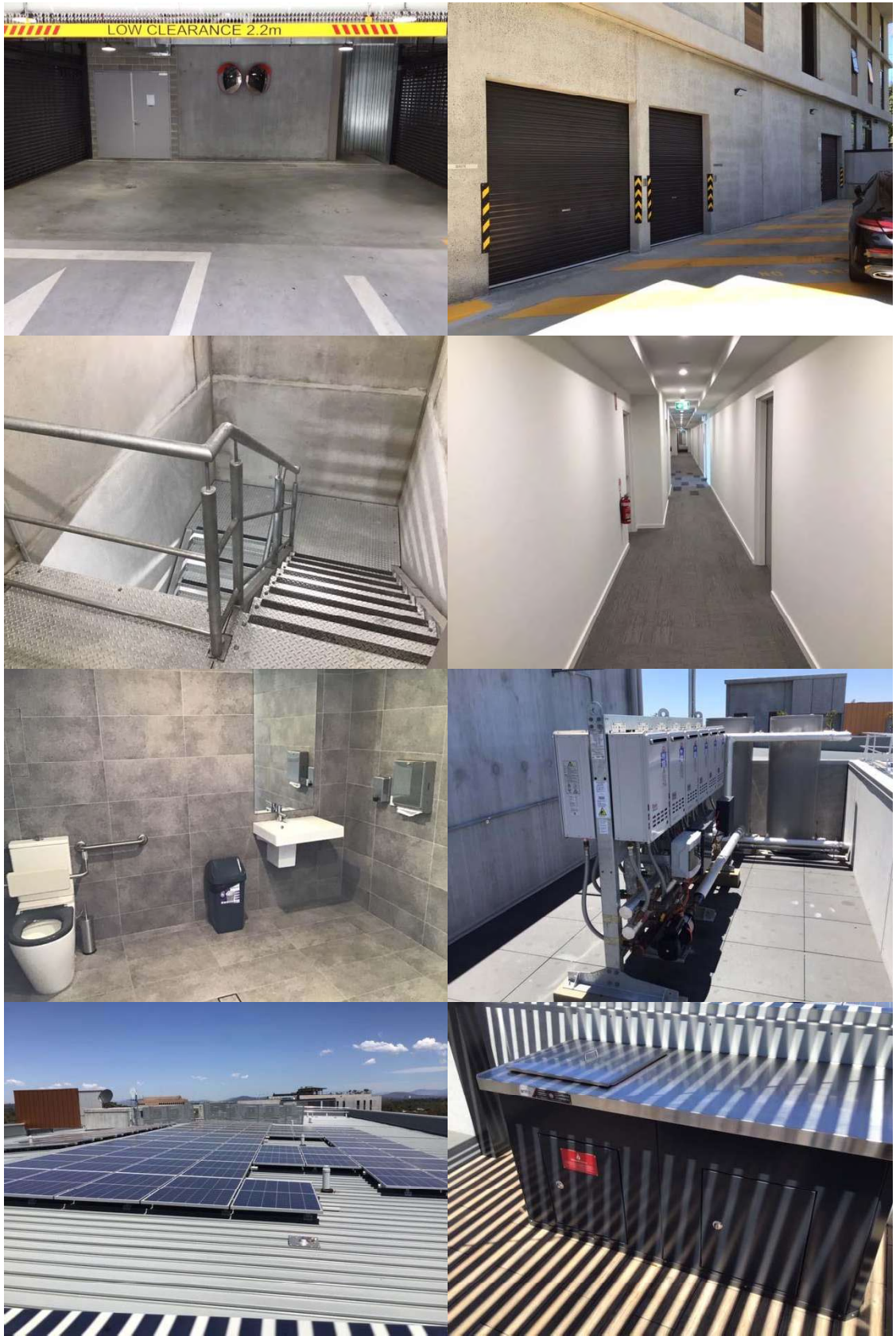
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.

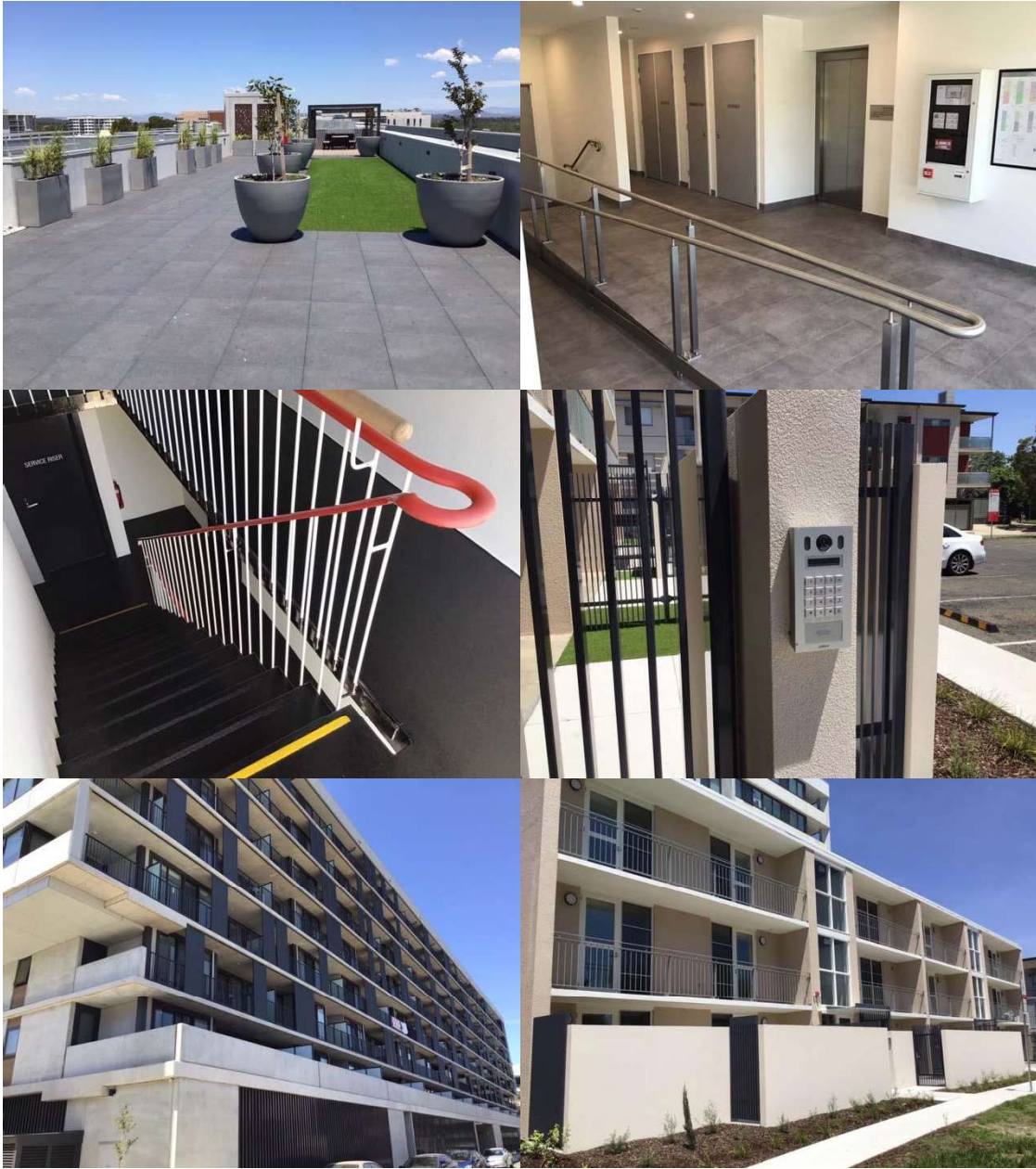
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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











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	UP12312
A2	General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made <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).	23 / 09 / 2025
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	23 / 09 / 2025	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	01 / 10 / 2025 Date of affixing of seal Signature:  Designation: Strata Manager	

Part B. Details of reduced quorum decisions

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 (3) or (6) (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 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), 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) or (6) (a), 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 (3) or (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 (UTMA s 3.9 (3) or (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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



**MINUTES OF THE 2025 ANNUAL GENERAL MEETING OF THE OWNERS OF UNITS PLAN 12312 – “EMBARK & OWEN FLATS”
253-259 NORTHBOURNE AVENUE, LYNEHAM ACT 2602**

DATE HELD: Tuesday 23rd September 2025 at 5:30pm

VENUE: Pavilion on Northbourne – 242 Northbourne Ave Dickson

PRESENT: Lot 39/Door 214 – H Caton
 Lot 50/Door 305 – J Gordon
 Lot 86/Door 418 – J Roberts
 Lot 87/Door 419 – T Capon
 Lot 92/Door 501 – H Duong
 Lot 149/Door 712 – K Martin
 Lot 153/Door 716 – D Gbel
 Lot 155/Door 718 – J Huang & C Spratley
 Lot 160/Door 723 – M Thomas

PROXIES: Lot146/Door 709 – J Kostka & S Inceoglu appointing Lot87/Door 419 – T Capon

ABSENTEE VOTES: Nil.

APOLOGIES: Nil.

CHAIRPERSON: Unit 718 – J Huang

QUORUM: A quorum was not present. However the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).
 Secretarial Note – Owners are advised that under the Schedule 3.9 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only disallowed if within 28 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES

MOTION 1: *That the minutes of the previous annual general meeting held on 17th September 2024 are accepted.*

MOTION CARRIED

Matters arising from those minutes – Nil.

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below

Insurer & Policy No:	CHU / HU0006050620
Renewal Date:	30 th July 2026
Building Sum Insured:	\$83,506,500.00
Excesses:	\$5,000.00
Base Premium:	\$56,999.26
Underwriting Agency Fee	\$1,000.00

Broker Fee	\$3,500.00
GST	\$6,149.93
Signature Strata Commission	\$11,399.85
Workers Compensation	
Renewal Date:	30 th July 2026
Base Premium:	\$250.00
Fire Levy	\$4.50
Broker Fee	\$50.00
GST	\$30.45
Signature Strata Commission	\$12.75
Commission Schedule	(Honan) Up to 25% of the base premium
Last insurance valuation report:	12 th June 2024

MOTION 2: *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3: *That the Owners Corporation endorse continued Brokerage services through the existing broker, Honan and provide informed consent to payment of commission under the policy.*

MOTION CARRIED

MOTION 4: *That the Owners Corporation authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted at the time the agenda was issued there were no open claims on the insurance policy however, there was now one open claim relating to water damage which was being reviewed by the insurer.

AUDIT OBLIGATIONS AND FINANCIAL REPORT

Schedule 2 Part 2.1 1(g) of the Unit Titles (Management) Act 2011 states that an Executive Committee must arrange for the financial records of the Units Plan to be audited before the Annual General Meeting if either (i) units number greater than 100, or (ii) the annual budget is greater than \$250,000.00. This includes the bank balance at the start of the financial year, including any investment accounts, all expected Administrative & Sinking Fund income, and any additional income such as special purpose fund contributions and insurance recoveries.

Financial reports for the period ending 31st July 2025 were audited by Kelly & Partners, with their report dated 18th August 2025 finding the financial reports to present fairly in all material aspects.

MOTION 5: *That the independent audit report prepared by Kelly Partners for the period ending 31st July 2025 be accepted.*

MOTION CARRIED

SINKING FUND PLAN

MOTION 6: *That the Owners Corporation adopt the Sinking Fund Forecast date 9th July 2025.*

MOTION CARRIED

Note - The Owners Corporation of UP12312 obtained their Sinking Fund Forecast Report on 9th July 2025 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 9th July 2029.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Embark were unaware of any structural building defects at the time the agenda was issued however, since then three (3) units have reported water penetration, two (2) from the above units balconies and one (1) from the roof.

All matters were being discussed with JWLand under the structural warranty and the Owners Corporation would be commissioning a structural report for the building prior to the end of that warranty period.

MAINTENANCE ISSUES

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider maintenance issues (new or outstanding) at each General Meeting.

NEW MAINTENANCE ISSUES:

Gardening – It was noted the gardener was not removing weeds and that the pots around the complex were low in soil. Signature Strata to follow up with the gardener.

Nature Strip – It was noted contractors and residents continued parking on the nature strip causing further damage. Signature Strata to reach out to the identified contractors and residents and the incoming Executive Committee would discuss the available options to rejuvenate the area, in line with the nature strip guidelines from ACT Government.

Windows – It was noted following the window clean that the corridor windows were continuing to show limescale marks. Signature Strata advised this was an issue that dated back to construction and would require a specialised clean which was not included in the original scope of works.

ONGOING MAINTENANCE ISSUES:

Bin Chute Doors – A quote for chute repairs has been accepted, with the contractor (Chute Services) due to attend in November and rectify.

Fire Hydrant Pump – Pacific FM quote to rectify pressure issues with the hydrant pump has been accepted, with works having begun.

Fire Doors – There are two known issues with fire doors within the complex - the south foyer door and an external door leading into the south carpark – the south foyer door has been rectified by Pacific FM however there was no update on when the external door would be replaced.

Lift Mirror – No quote has been received to date for repairs of the broken mirror within lift 2. Signature Strata to follow up.

Bin Chute Modifications – Quote for modifications to the location of the discharge door located on ground floor has been accepted. These works were due to be completed ahead of this meeting however have been re-scheduled due to materials not arriving.

Damaged Façade – A quote has been accepted for repairs to the north entry façade, with works yet to be scheduled.

Basement 1 Leak – A leak has presented in basement 1, after length investigations it has been determined there is a cracked pipe between Embark and Owen Flats under the footpath. A quote has been received for these repairs and Signature Strata was currently discussing the second quote with Pacific FM.

Maintenance Contract Renewals:

Building Management Contract - Point FS had now completed handover of site to the new building management company being to Inside Outside.

Fire Maintenance Contract - The committee had agreed to roll the contract over with Pacific FM.

Pest Control – Pest control services had increased in September to assist with the ongoing pigeon problem onsite. Signature Strata to follow up with Australian Pest Bird Management to reattend as the problem remained ongoing.

MAINTENANCE PLAN

Section 24 (2) of the Unit Titles (Management) Act 2011 states that an Owners Corporation must prepare a maintenance plan containing matters prescribed by regulation (4A).

The Unit Titles (Management) (Meeting Agenda) Guidelines 2023 requires that the Maintenance Plan be reviewed at each Annual General Meeting.

MOTION 7: *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australian Standards 1851 by your fire control contractor, Pacific FM who provided a compliance certificate which was noted.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

The following Authorisations, Delegations and Appointments are in place.

- The Executive Committee are authorised to make determinations regarding investment of funds into interest bearing term deposits.
- The Executive Committee are authorised to make determinations regarding appointment of service contractors.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

Administrative Fund

MOTION 8: *That the proposed Administrative Fund budget of \$489,823.00 (plus GST) for the period 1 August 2025 to 31 July 2026 be adopted.*

MOTION CARRIED

Sinking Fund

MOTION 9: *That the proposed Sinking Fund Expenditure Budget of \$57,555.00 (plus GST) for the period 1 August 2025 to 31 July 2026 be adopted.*

MOTION CARRIED

Levy Contribution

MOTION 10: *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$489,823.00 (plus GST) for the twelve-month period, commencing 1 August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 October 2025, 1 January 2026, 1 April 2026 and 1 July 2026.*

MOTION CARRIED

MOTION 11: *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$84,553.00 (plus GST) for the twelve-month period, commencing 1 August 2025 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 October 2025, 1 January 2026, 1 April 2026 and 1 July 2026.*

MOTION CARRIED

Secretarial Note - The levy contributions due 1st October 2025 will be extended to 1st November 2025.

STRATA MANAGEMENT AGENCY AGREEMENT

The Owners Corporation's current management agreement was signed on 19th September 2022 and expires on 19th September 2025.

MOTION 12: *That the Owners Corporation of UP12312 agrees in accordance with Section 50 of the Unit Titles (Management) Act 2011, to the following:*

- a) That Signature Strata Pty Ltd be appointed as Managing Agent, for a period of three (3) years;*
- b) That the Owners Corporation delegate to the Managing Agent all functions of the Owners Corporation (other than those prohibited by the Act) necessary to enable the agent to carry out the agreed services and additional services if required;*
- c) That the Owners Corporation execute a written agreement to give effect to this appointment and delegation;*
- d) That the delegation to the agent is subject to the conditions and limitations listed in the agreement;*
- e) That authority is given for the Common Seal of the Owners Corporation to be affixed to the Agreement by owners as determined at this meeting.*
- f) That two members of the Owners Corporation/Executive Committee be authorised as signatories on behalf of the Owners Corporation to sign the Agency Agreement with Signature Strata.*

MOTION CARRIED

ELECTION OF COMMITTEE

MOTION 13: *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that seven (7) Owners would form the executive committee comprising as follows:

Lot 50/Door 305 – J Gordon, Lot 86/Door 418 – J Roberts, Lot 87/Door 419 – T Capon.
Lot 92/Door 501 – H Duong, Lot 149/Door 712 – K Martin, Lot 155/Door 718 – J Huang and
Lot 160/Door 723 – M Thomas.

GENERAL BUSINESS

Break-ins – The recent string of break-ins were discussed and whilst the incoming Executive Committee would be reviewing installation of additional CCTV cameras, residents are reminded to remain vigilant as the thieves were following residents in via entry doors/garage door.

CLOSURE

As there was no further business to discuss, the meeting closed at 6:30pm

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	UP12312
A2	<p>General Meeting: Date (or dates) of general meeting at which the reduced quorum decision or decisions were made</p> <p style="text-align: right;">17 / 09 / 2024</p> <p><input checked="" type="checkbox"/> Regularly convened <input type="checkbox"/> Convened after adjournment</p> <p>The general meeting was regularly convened (not following any adjournment under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).</p>	
A3	Reduced quorum decisions	If there is insufficient space below, tick <input checked="" type="checkbox"/> and attach details to the notice
	Date of decision	Full text of reduced quorum decision
	17 / 09 / 2024	See attached Minutes
	___ / ___ / ____	
A4	Owners Corporation declaration	
	<p style="text-align: center;">26 / 09 / 2024 Date of affixing of seal</p> <p>Signature:</p>  <p>Designation: Strata Manager</p>	

Part B. Details of reduced quorum decisions

B1 What is a reduced quorum decision?

- A reduced quorum decision is a decision of a general meeting of the Owners Corporation made while a quorum (a reduced quorum) smaller than a standard quorum was present.
- A standard quorum is those people entitled to vote (on the motion) in relation to not less than ½ the total number of units (see UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3).

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

Reduced quorum decisions made at regularly-convened general meetings

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, a standard quorum for the motion (see above) is not present a reduced quorum decision may be made if a reduced quorum (see next point) is then present for consideration of the motion (UTMA s 3.9 (3) or (6) (a), 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 (3) or (6) (a), 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 (3) or (6) (a), part 3.1, Schedule 3).

Reduced quorum decisions—adjournment following quorum trouble

- If, within ½ an hour after a motion arises for consideration at a general meeting that has been regularly convened, neither a standard quorum for the motion (see above) nor a reduced quorum (see above) is present, the meeting is adjourned to the following week at the same place and time (UTMA s 3.9 (3) or (6) (a), part 3.1, Schedule 3). The meeting may also decide to adjourn even if a reduced quorum is present (UTMA s 3.9 (5), part 3.1, schedule 3).
- If, within ½ an hour after a motion arises for consideration at a general meeting convened following such an adjournment, a standard quorum for the motion is not present, a reduced quorum decision may be made if there is a reduced quorum made up by anyone then present and entitled to vote (even if that is only a single voter) (UTMA s 3.9 (3) or (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 (UTMA s 3.9 (3) or (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 reduce quorum decisions be disallowed?

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

- state the resolution or resolutions to which it applies; and

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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



MINUTES OF THE ANNUAL GENERAL MEETING OF THE
OWNERS OF UNITS PLAN 12312 "EMBARK"
253 NORTHBOURNE AVE, LYNEHAM ACT 2602

DATE HELD: Tuesday 17 September 2024 at 5:30PM

VENUE: Next Gen Health & Lifestyle Club - 1 Riggall Pl, Lyneham ACT 2602

PRESENT: Lot 27/Door 202 A Harrington
Lot 50/Door 305 J Gordon
Lot 87/Door 419 T Capon
Lot 92/Door 501 H Duong
Lot 146/Door 709 J Kostka
Lot 149/Door 712 K Martin
Lot 153/Door 716 D Gbel
Lot 155/Door 718 J Huang
Lot 159/Door 722 C Walters
Signature Strata J Burge

PROXY VOTES: Lot 174,175,176/G07,G08,G09 - Alumuna Property Pty Ltd
appointing D Gbel (Lot 153/Door 716)

ABSENTEE VOTES: Lot 77/Door 409 P Clark & V Xu – voting in favour of all motions
Lot 140/Door 703 H Brown – voting in favour of all motions

CHAIRPERSON: Lot 155/Door 718 J Huang

QUORUM: A quorum was not present. However the meeting proceeded with a
Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act
2011).
Secretarial Note – Owners are advised that under the Schedule 3.9 of
the Unit Titles (Management) Act 2011, Reduced Quorum Decisions
take effect 28 days after the date of this meeting. A reduced quorum
decision is only disallowed if within 28 days after the decision was
made, the Owners Corporation is to give a petition requiring that the
decision be disallowed signed by a majority of people entitled to vote.

MEETING FORMALITIES

Noting of chairperson, acceptance of proxies and absentee votes and apologies.

MINUTES

MOTION 1. *That the minutes of the previous annual general meeting held on 18 September
2023 are accepted.*

MOTION CARRIED

INSURANCE

The Owners Corporation holds building insurance for all defined parts of the building as well as Public Liability insurance over the common property as required by the Unit Titles (Management) Act 2011.

Insurance cover held by the Owners Corporation through Honan is summarised below.

Insurer & Policy No:	CHU / HU0006050620
Renewal Date:	30 July 2025
Building Sum Insured:	\$79,530,000.00
Excesses:	\$2,000.00
Base Premium:	\$61,372.07
Underwriting Agency Fee	\$1,000.00
Broker Fee	\$3,300.00
GST	\$6,567.21
Signature Strata Commission	\$7,059.14
Workers Compensation	
Renewal Date	30 July 2025
Base Premium	\$250.00
Broker Fee	\$50.00
Fire Levy	\$5.00
GST	\$30.50
Signature Strata Commission	\$12.50
Commission Schedule	(Honan) Up to 25% of the base premium
Last insurance valuation report:	12 June 2024

MOTION 2. *That the Owners Corporation insurance be confirmed as per the policy information provided with the meeting notice.*

MOTION CARRIED

MOTION 3. *That the Owners Corporation of authorise the Strata Manager to effect the statutory and additional insurances of the owners corporation.*

MOTION CARRIED

INSURANCE CLAIMS

It was noted there were no open insurance claims on the policy.

FINANCIALS

Financial reports for the period ending 31 July 2024 were audited by Kelly Partners, with their report dated 23 August 2024 finding the financial reports to present fairly in all material aspects.

MOTION 4. *That the independent audit report prepared by Kelly Partners for the period ending 31 July 2024 be accepted.*

MOTION CARRIED

SINKING FUND

The Owners Corporation of UP12312 obtained their Sinking Fund Forecast Report on 1 August 2021 to meet legislative requirements, and, pursuant to Section 85 of the Unit Titles (Management) Act 2011, the Sinking Fund Forecast will be renewed and updated prior to 1 August 2025.

PHYSICAL BUILDING STRUCTURAL DEFECTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners Corporation to consider physical building structural defects at each Annual General Meeting. The Owners Corporation can only consider defects affecting common property or the Defined parts of the building specified in the Act.

The Owners Corporation of Embark are aware of the following building defects.

Balcony Leaks – This relates to expansion joints leaking and are being resolved by JWLand when new reports arise.

Garbage Rooms Doors – JWLand had been onsite to measure the doors, and this would be finalised in the coming month.

Shattering Windows - Due to the temperature shifting from hot to cold so rapidly, windows for the winter gardens were shattering. This matter was not considered a defect and would be treated as a maintenance item moving forward.

Expansion Joints in the Basement – JWLand were resolving the expansion joint leaks that had recently presented in the basements however, this was not considered a structural defect therefore would not be resolved by JWLand in future and would be a maintenance item.

MAINTENANCE ISSUES

NEW MAINTENANCE ITEMS:

Pest Control - The building manager had raised a recent sighting of dead mice in the basement, the incoming executive committee would review quotes.

Signage - It was suggested installing multicultural signs to the bin rooms to assist with the chute blockages, this would be investigated by the incoming executive committee.

ONGOING MAINTENANCE ITEMS:

Garbage Chute Doors - Chute Services Australia had recently submitted a quote for repairs to level one's garbage and recycling chutes, a comparison quote was being sourced due to costs, Point FS had also submitted a quote for modifications to the chute doors on each level to minimise chute blockages, this would be further reviewed by the incoming executive committee.

Balustrades - It was raised that units continued to have issues with the sliding balustrades, any unit experiencing issues was directed to contact Signatrue Strata to arrange the contractor.

CONTRACT RENEWALS:

The following contracts had come up for renewal with all contracts being reappointed to the current companies - cleaning contract, fire contract, hydraulic contract (mechanical, hydraulic, electrical), lift contract

MAINTENANCE PLAN

MOTION 5. *That the Maintenance Plan be confirmed as adequate.*

MOTION CARRIED

EMBEDDED NETWORK

The meeting discussed the Embedded Network to gauge the view of other owners on whether to consider signing a deed or looking at buying back the equipment from Origin. D Gbel asked this matter to be deferred to the incoming executive committee as JWLand would review a gifting situation with Origin on behalf of Embark.

FIRE SAFETY

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners corporation to review provisions and compliance with the national construction code for fire safety, and at each Annual General Meeting.

All emergency and fire systems are maintained to Australia Standards 1851 by your fire control contractor, Pacific FM.

The compliance certificate was noted as presented.

AUTHORISATIONS, DELEGATIONS & APPOINTMENTS

Unit Titles (Management) Regulation 2011, Notifiable Instrument NI2023-528, requires the Owners to assess the adequacy of authorisations, delegations and appointments.

With the exception of those outlined in the SMAA, there are no delegations or appointments.

BUDGET DEBATE

Levies are payable by the agreed due date. Interest of 10% accrues on unpaid levies.

MOTION 6. *That the proposed Administrative Fund budget of \$450,330.00 (plus GST) for the period 1 August 2024 to 31 July 2025 be adopted.*

MOTION CARRIED

MOTION 7. *That the proposed Sinking Fund Expenditure Budget of \$9,530.00 (plus GST) for the period 1 August 2024 to 31 July 2025 be adopted.*

MOTION CARRIED

MOTION 8. *That the Owners Corporation determines an Administrative Fund Levy Contribution of \$443,330.00 (plus GST) for the twelve-month period, commencing 1 August 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 October 2024, 1 January 2025, 1 April 2025 and 1 July 2025.*

MOTION CARRIED

MOTION 9. *That the Owners Corporation determines a Sinking Fund Levy Contribution of \$73,055.00 (plus GST) for the twelve-month period, commencing 1 August 2024 and to be contributed in accordance with the unit entitlements at quarterly intervals, being due 1 October 2024, 1 January 2025, 1 April 2025 and 1 July 2025.*

MOTION CARRIED

Secretarial Note: The levy contributions due 1 October will be extended to 1 November.

STRATA MANAGEMENT AGENCY AGREEMENT

Section 50 of the Unit Titles (Management) Act 2011 and Section 100 of the Agents Act, requires a Strata Managing Agent to have a written agreement with its client.

The Owners Corporation's current management agreement was signed on 19th September 2022 and expires on 18th September 2025.

EXECUTIVE COMMITTEE

MOTION 10. *That the Owners Corporation determine the number of members to form the Executive Committee until the next Annual General Meeting, with the appointment of those members to take place at this meeting.*

MOTION CARRIED

It was agreed that six (6) Owners would form the executive committee until the next annual general meeting comprising as follows;
Lot 50/Door 305 - J Gordon, Lot 87/Door 419 - T Capon,
Lot 146/Door 709 - J Kostka, Lot 149/Door 712 - K Martin,
Lot 155/Door 718 - J Huang, Lot 159/Door 722 - C Walters

LOADING ZONE

MOTION 11. *(Special Resolution):
That the common property area adjacent to the basement ramp off Owen Crescent be converted to a Loading Zone.*

MOTION CARRIED

MOTION 12. *(Special Resolution):
That the Owners Corporation of UP12312 approve the following alternative Rule under Section 108 of the UTMA 2011 to be registered as part of the current rules as Rule 1.23 allowing the space located next to the driveway to be used as a loading zone, and that this Rule be registered under the Land Titles (Unit Titles) Act 1970.*

Rule 1.23 – Loading Zone

1. *Booking requests must be made in writing to Signature Strata, at least three (3) business days prior to move in/out date. Your booking must be approved by management before confirmation with removalists.*
2. *A moving in or out booking will be subject to availability of loading zone and other bookings for scheduled works happening in the building.*
3. *The loading zone is fitted with lockable bollards; keys are available through the building manager upon confirmation of booking.*
- AMENDED 4. 4. *Bollards must be reinstated following your booking completion and keys returned promptly to the building manager **no later than 11am** the following business day.*
5. *Upon confirmation of your booking, a refundable security bond of \$50 is required to be paid.*
6. *Upon return of the key, the deposit will be reimbursed following confirmation that the area has been left free of rubbish, and there has been no damage caused to the common property.*
7. *Lost or damaged keys will result in forfeiture of the \$50 security bond.*
8. *The loading zone is unavailable for bookings on before 11am on Monday, Tuesday, Thursday Fridays due to garbage trucks access this area.*

MOTION CARRIED

Secretarial Note – following discussion at the meeting, it was agreed this will be further reviewed by the incoming executive committee to confirm if the rule was adequate or required further revision at future meetings.

GENERAL BUSINESS

Nil.

CLOSURE

There being no further business the chairperson declared the meeting closed at 6:24PM

Embark Executive Committee (EEC)

Minutes



Meetings to date: 33

Date/Time: Tuesday 28th October 2025, 6pm

Location: Embark, B1 Building Manager's room

#	AGENDA
1	Attendees – Jaimii, Jayne, Tim, Mairead, Van, Kate, Joe, Jing. Cam (Owen Flats unit owner) attended for 15 minutes, after the EC finished Agenda item 5, to discuss Origin Energy issue (see item 6).
2	Apologies – nil.
3	Appointment of incoming EC positions – chairperson, treasurer and secretary. Chairperson: Jing Treasurer: Tim Secretary: Kate
4	Confirmation of Previous Minutes – 12th August 2025 (meeting before AGM) <ul style="list-style-type: none">Accepted.
5	Monthly status reports <ul style="list-style-type: none">Refer to Monthly Status Reports for 01/08/2025 – 31/08/2025 and 01/09/2025 – 30/09/2025.
	Comment <ul style="list-style-type: none">Jaimii reports nothing for discussion at this time.
6	Cam vs Origin Energy <ul style="list-style-type: none">Bill dispute with Origin – usage increased after Cam was away for 3 months and unit unoccupied.
	Comment <ul style="list-style-type: none">Cam noticed his bills increasing in 3 months this year when he was away. Requested Origin to investigate, which they finally did, on-site but discovered that his unit meter isn't actually his meter as the usage kept ticking over when main power was turned off at the switchboard.This matter was heard at ACAT, Origin was ordered to refund Cam's bills and has to access/check all unit meters for Owen Flats. Cam will provide a summary for the EC on this.Important for Embark as the EC re-visits the ~\$24,000 bill from Origin which we have not paid as the meter responsible for this has not been located and we don't know what this bill is for. Jaimii advised that Origin has not pressed for payment of this invoice.Cam also revisited the topic of the Embedded Energy Network, which he had done extensive research. He is happy to take the lead on this again should the EC/OC wish to explore other energy providers.
7	Building Manager's Report <ul style="list-style-type: none">August report sent as additional attachment (last report from PointFS). Sep-Oct reports from new building management company IOFS – pending.Items of concern: as per PointFS report.Items for discussion: water leak between Embark and Owen Flats; north entrance copper façade damage; blocked chutes; items left in common areas/car spaces/on top of storage cages.

	<p>Actions</p> <ul style="list-style-type: none"> • Cracked pipe beneath a footpath between Embark building and Owen Flats scheduled for repair this Thursday 30th. • Façade repair quote ~\$4,000 communicated to unit owner; slow progress due to difficulty matching exact material; recovery of cost by OC from unit owner will be as per UTMA. • Blocked bin chutes continue to be a problem; EC members have witnessed residents attempting to shove big, unflatten boxes into chutes, some boxes too big to be collapsed enough (one EC member had pointed out to the resident about this) – reminder notices to be sent to all units, notices to include maps to ground floor bin room. • Items of various nature (including food, mattress) continue to be stored or littered on common property, car spaces, on top of storage cages, creating fire hazards and sources of attraction for rodents and insects – general emails to be sent to all units; notices to be sent to specific units for items left in their car spaces or storage areas.
8	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$140,724.26 • Sinking Fund Balance – \$85,782.49 • Investment Accounts – 2 term deposits: \$54,915.39 (maturing in March 2026) & \$52,291.09 (maturing in March 2026, about a week after 1st term deposit’s maturity) • Arrears – \$5,600.01 • Levies in Advance – \$77,169.36 <p>Invoices</p> <ul style="list-style-type: none"> • None to discuss.
9	<p>Previous Meeting Items</p> <ol style="list-style-type: none"> 1) EV infrastructure review – 2nd quote. 2) Speed bumps – for new budget year. 3) Bollards and signage – second quote; for new budget year. 4) New building management IOFS appointed – commenced in September. 5) AGM (preparation) → AGM done and dusted; Cal and Johannes stepped down from the EC (the EC thanked Cal and Johannes for their services); 3 new EC members.
	<p>Actions</p> <ol style="list-style-type: none"> 1) Seeking 2nd quote for EV infrastructure review. 2) 2 quotes available for speed bumps – ask for maps on proposed locations of bumps; to revise down the number of bumps to just 2. 3) 2 quotes available for bollards and signage – Jaimii to circulate quotes to EC for review. 4) IOFS to report matters in a timely manner. External bin room roller door was being left open. Signature Strata to follow up with IOFS/JJ Richards.
10	<p>Other Business</p> <ol style="list-style-type: none"> 1) North lift mirror damage – repair/replacement quote from Schindler is ~\$3,800. 2) Footpath repair after cracked pipe works is completed. 3) Pest control recommendation. 4) Notice from Opticomm about their Master Antenna TV (MATV) services to Embark. 5) Water damage to units on L5. 6) Origin Energy Embedded Energy Network provider – to clarify status on agreement. 7) Drains not draining properly. 8) Signs on Northbourne (real estate and ground floor yoga business). 9) Front gardens irrigation lines cut, weeding needed, soil and mulch refill. 10) B1 “wet wall” (east side) – dirty 11) Oil leaking out of basement garage door. 12) Foyer refresh. 13) To check that all security cameras are working. 14) Embark statutory warranty period (6 years). 15) Wintergardens expansion joints. 16) Missing tactile indicator studs. 17) Parcel lockers.

Action(s)

- 1) Get another quote for mirror; also ask Schindler for alternative options (smaller mirror, non-mirror material, railings).
- 2) Footpath repair Evans Excavations \$1,375.00 – quote approved by EC.
- 3) Pest control recommends spray & de-web (~\$1,100) – clarify how high, and how long it will last.
- 4) **Opticomm – clarification required.** MATV provides free-to-air TV access for residents via a centralised antenna. The MATV system was installed in conjunction with the developer and has been maintained by Opticomm at no cost to the building or strata to date. Opticomm will now start charging the OC (via Signature Strata) for ongoing maintenance and future upgrades, per unit per month, unless we choose not to continue. In the same email notice, Opticomm also mentions that *they will continue to support MATV services for Embark, however the equipment used for these services is approaching end-of-manufacture and may soon be phased out. Additionally, MATV limits their ability to upgrade the fibre network to support new Gigabit-speed services. For these reasons, Opticomm may need to remove MATV from the building in the future. If this occurs, they will provide reasonable notice in advance. After the removal of MATV, residents will still be able to access TV services through streaming apps, by sourcing a broadband internet connection in each apartment.*
- 5) Water damage to unit was a result of adjacent unit leaving tap on. Insurance claim approved, excess of \$5,000 can be passed on to responsible unit (as per UTMA) – **EC approves the excess to be on-charged** to responsible unit, so that repairs can start ASAP.
- 6) Origin Energy – (unsigned) **deed to be circulated to EC for review.** Info to consider currently, Origin Energy is maintaining all infrastructure at no cost to the OC; in 10 years (from 2020), the OC would own 100% of the infrastructure. If we want to change provider prior to the 10 years, the understanding is that the OC would have to buy the infrastructure from Origin Energy.
- 7) Drains have been maintained only recently – Signature Strata to check with PacFM.
- 8) Signs on Northbourne – ask commercial tenant to remove temporarily for footpath and grass verge works (as part of De Burgh development). Real estate agency to remove signs permanently (real estate signage is not approved).
- 9) Ask gardening contractor to rectify irrigation, action the weeding and review need to refill soil (and add mulch).
- 10) Ask IOFS to clean wall with pressure hose, and check southside irrigation if leakage/seepage might be a factor.
- 11) Check garage door oil leak.
- 12) Joe to send foyer refresh ideas to EC for consideration.
- 13) Ask the building manager to check if all cameras are working, as a door damage incident was not caught on CCTV.
- 14) Structural report due in advance of end of statutory warranty period ending in August 2026 – 2 quotes (for engineer) to assess and produce the report.
- 15) JWLand has attended to expansion joints resealing previously; matter now referred to builder ICON for fixing any future issues (awaiting response from ICON) – EC may need to issue ICON a letter of intent. EC may need to determine root cause of intermittent water ingress into subject winter garden balconies prior to engaging with ICON.
- 16) Ask IOFS if the can replace missing studs.
- 17) Continue reviewing parcel locker options (AUSPost or private) and where the lockers could be installed.

Meeting closed at 7:54pm

Next Meeting Date: Tuesday 9th December 2025.

Location: B1 Building Manager's room/remote dial-in option.

Embark Executive Committee (EEC)



Minutes

Meetings to date: 32

Date/Time: Tuesday 12th August 2025, 6pm.

Location: Signature Strata office, Barton

#	AGENDA
1	Attendees – Jaimii, Jing, Joe, Cal, Johannes; Kate (via Zoom).
2	Apologies – Tim.
3	Confirmation of Previous Minutes – 10th June 2025 <ul style="list-style-type: none"> • Accepted.
	Actions <ul style="list-style-type: none"> • See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none"> • Refer to Monthly Status Reports for 01/06/2025 – 30/06/2025 and 01/07/2025 – 31/07/2025. • Item for discussion: budget for the AGM (refer to Agenda item 9).
	Comments <ul style="list-style-type: none"> • Insurance premium has come in less at recent renewal; window cleaning scheduled for this month. • Income for last financial year was about \$18k short of expenditure – this is a good budget outcome.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> • Sent as additional attachment. • Items for discussion: as per report.
	Actions <ul style="list-style-type: none"> • Incident of EV charging from common property power point; covers for common property powerpoints – obtain 2nd quote for new budget (1st quote was rejected at a previous EC meeting). • Bin chute modifications – to be expended in new budget under Sinking Fund. • Chute Services attending in September for chute door issues. • North entrance damaged façade – original quote to be given to responsible unit as unable to source 2nd quote after a lengthy time. • Cal repairing chipped corner of cement sheeting outside southern carpark. • Hydrant diesel pump – additional work to be done (approved by EC) for compliance. • Signatur to follow up PacFm for quote on southern foyer fire door and when works would be completed on the damaged external fire door approved in July. • Smashed mirror in Lift 2 – awaiting quote for consideration of insurance claim. • BBQ area weathered table and benches – obtain quotes to sand and seal when Spring arrives. • Signatrue to follow up PacFM for lighting invesgiation and completion of access panel works. • Signature to start new pest control contract as of September. • Moisture in the basement – investigated by specialist, currently not an issue as the moisture is in the wet wall, designed for this purpose in modern building basements; monitor situation. • Signature to approve external tile cleaning quote from M&M Rolfe and follow up the carpet cleaning quote.

	<ul style="list-style-type: none"> • Signature to speak with PointFS regarding items in carspaces and reissue notices to residents. • Request a quote from PacFM for spoon drain clearing.
6	<p>Building Manager's Report</p> <ul style="list-style-type: none"> • June and July reports sent as additional attachments. • Items of concern: as per BM's report. • Items for discussion: discussed under Agenda item 5.
	<p>Actions</p> <ul style="list-style-type: none"> • Refer to Agenda item 5.
7	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> • Report of final audit from ACT Government – pending.
	<p>Action</p> <ul style="list-style-type: none"> • Agenda item to be removed. Report will be made available when/if received from the government. Signage provided by the government has improved waste management actions from residents.
8	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$157,432.72 • Sinking Fund Balance – \$108,615.22 • Investment Accounts – 2 term deposits: \$53,702.75 & \$50,000.00 • Arrears – \$12,379.72 (12 units owing \$3.00 to \$265.00, 8 units 1 levy behind, 1 unit payment plan accepted, 1 unit in debt collection). • Levies in Advance – \$794.90 <p>Invoices</p> <ul style="list-style-type: none"> • Nil.
	<p>Action</p> <ul style="list-style-type: none"> • Nil pending.
9	<p>AGM Preparation</p> <ul style="list-style-type: none"> • Draft Agenda & Budget sent as additional attachments.
	<p>Actions/comments</p> <ul style="list-style-type: none"> • Agenda accepted by EC – date of AGM tentatively set for Tuesday 23rd September. Venue TBC. • Fire maintenance contract to be added – roll over to PacFM as per usual. • Minor edits to a few wordings. • For the proposed budget – a few increases proposed by the EC: gardening, general cleaning, electrical infrastructure (for EV research), 5-year structural report, security considerations.
10	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • EV infrastructure review – second quote. • Speed bumps – for new budget year. • Bollards and signage – second quote; for new budget year. • New building management contract. • Resident wintergarden sliding window issue.
	<p>Actions</p> <ul style="list-style-type: none"> • EV infrastructure review – source second quote. • Speed bumps – review of proposed placements. • Bollards and signage – source second quote. • New building management contract – EC reviewing 2 contract quotes and will vote by end of this week. • Wintergarden sliding window – assessed by 2 contractors, seal solution to be covered by the Owners Corporation; window installer contracted by unit owner to fix the issue. Signature Strata will communicate with the owner.
11	<p>Other Business</p> <ul style="list-style-type: none"> • None.

	Actions <ul style="list-style-type: none">• Nil.
	Meeting closed at 20:02.

Next Meeting Date: TBA after AGM.

Location: B1, Embark, Building Manager's room.

Embark Executive Committee (EEC)



Minutes

Meetings to date: 31

Date/Time: Tuesday 10th June 2025, 6pm.

Location: Embark, B1 Building Manager's room

#	AGENDA
1	Attendees – Tim, Jing, Jaimii, Cal, Joe, Kate.
2	Apologies – Johannes (treasurer).
3	Confirmation of Previous Minutes – 9th April 2025 <ul style="list-style-type: none"> • Accepted.
	Actions <ul style="list-style-type: none"> • See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none"> • Refer to Monthly Status Reports for 01/04/2025 – 30/04/2025 and 01/05/2025 – 31/05/2025. • Item for discussion: budget.
	Comments <ul style="list-style-type: none"> • No report from treasurer who is away. Jaimii reports 9 items over budget but some of these items will not have further expenses for this financial year. Admin fund has a healthy balance, therefore no concern at this point.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> • No report for this meeting as Cal had been away. • Items for discussion: carpet spot cleaning; bollards for loading zone.
	Actions <ul style="list-style-type: none"> • Jaimii will check with cleaning company about spot cleaning of carpets. • Bollards – defer to next budget.
6	Building Manager's Report <ul style="list-style-type: none"> • April and May reports sent as additional attachments. • Items of concern: as per BM's report. • Items for discussion: fire hydrant pressure issue (quotes); bird droppings on south wall of building; north entrance front façade damage.
	Actions <ul style="list-style-type: none"> • Seek clarity from PacFM on the 2 quotes (big difference); this issue will come under the Sinking Fund. • To obtain quote for cleaning and pest control – for the new budget. • Difficulty obtaining 2nd quote (not able to source exact same material) – Joe has a contact who will be approached.
7	ACT Government Recycling and Waste Reduction trial <ul style="list-style-type: none"> • Report of final audit from ACT Government – pending.
	Action(s) <ul style="list-style-type: none"> • Nil further action.

8	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$199,801.30 • Sinking Fund Balance – \$97,315.35 • Investment Accounts – 2 term deposits: \$52,461.21 & \$50,000.00 • Arrears – \$7,730.80 (1 unit in debt collection) • Levies in Advance – \$20,629.02 <p>Invoices</p> <ul style="list-style-type: none"> • Nil.
	<p>Action</p> <ul style="list-style-type: none"> • Agreed by EC to start debt collection process for the 1 unit.
9	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • EV infrastructure review – quotes. • Speed bumps – 8 proposed; map of proposed positions for review by EC. • Bollards and signage – second quote. • Bin chute fan repair – quote. • Resident winter garden sliding window issue.
	<p>Actions</p> <ul style="list-style-type: none"> • Still trying to get a second quote. • Speed bumps – defer to next budget. • Bollards and signage – defer to next budget. • Bin chute fan repair – completed in April. • The EC discussed plan moving forward – to approach a contractor to investigate the issue, provide a solution that would decrease the Northbourne traffic noise (if possible); this will also allow OC to determine responsibility for issue.
10	<p>Other Business</p> <ul style="list-style-type: none"> • PointFS non-renewal of contract when it ends in September. • Rubbish (and recycling) bins issue – OH&S issue. • South door to ground floor carpark – starting to not close properly. • Patch and paint (walls) – not even. • Main garage door into B1 – very noisy. • Nature strip in front of Embark – rejuvenate? • Shelves in the foyer – 1 damaged. • AGM in September – budget time.
	<p>Actions</p> <ul style="list-style-type: none"> • Jaimii to liaise with Inside Outside Facility Services including on-site visit (next potential building management); interview with the EC to be organised. • Metal bins are very heavy when full – needs increase in frequency of emptying or an extra person to help the building manager move the bins; extra hours or extra person to be included in the scope of works quote; incoming building management must do a risk assessment and present control measures to the EC. • Jaimii to contact PacFm to fix. • Jaimii to speak to BM about uneven patch and paint work. • Assess at next service (done quarterly). • Review ACT Government guidelines on common land – what we are allowed to do to rejuvenate the strip. • One of the shelves in the South foyer is noted to be damaged – Joe will look at options to rejuvenate or improve the look of the foyers as part of addressing shelving for deliveries. • Next meeting in August will be at the Signature Strata office to discuss budget for the AGM.
<p>Meeting closed at 19:14.</p>	

Next Meeting Date: Tuesday 12th August (TBC)

Location: Signature Strata office, Barton

Embark Executive Committee (EEC)



Minutes

Meetings to date: 30

Date/Time: Wednesday 9th April 2025, 6pm.

Location: Embark, B1 Building Manager's room

#	AGENDA
1	Attendees – Jaimii, Joe, Cal, Kate, Jing and Tim. See agenda item 10 (resident Mairead attended meeting for the first 10 minutes to discuss a specific issue).
2	Apologies – Johannes.
3	Confirmation of Previous Minutes – 10th Feb 2025 <ul style="list-style-type: none"> Accepted.
	Actions <ul style="list-style-type: none"> See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none"> Refer to Monthly Status Reports for 01/02/2025 – 28/02/2025 and 01/03/2025 – 31/03/2025. Items for discussion: budget to EOFY; 2 major expenses coming up; insurance claim.
	Comments <ul style="list-style-type: none"> Expect to go over budget but there is surplus in Admin Fund. Insurance of \$78,000 and window cleaning of \$8,000. \$39,000 insurance claim (for damaged garage door) has been reimbursed (minus GST and excess).
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> Report as additional attachment. Items for discussion: bollards and signage; bin chute fan; CCTV; pest control; outdoor lights.
	Actions <ul style="list-style-type: none"> Bollards and signage for loading zone – awaiting second quote. Failed bin chute fan – quote pending (this will be a capital expense). Discussed additional cameras again due to a recent break-in and theft of a storage shed in B2. Eventually to install extra cameras in lift landing areas when funds are available. Pest control to begin this Friday (11th April). Outdoor lights – timing to be adjusted due to ending of daylight saving time.
6	Building Manager's Report <ul style="list-style-type: none"> February and March reports sent as additional attachments. Items of concern: as per BM's report. Items for discussion: North and South entrance sliding door maintenance; bin chute modifications; cover locks for basement power points.
	Actions <ul style="list-style-type: none"> 3 quotes reviewed by EC – MSR approved, as most cost-effective at \$570 (+GST) for 3 maintenance visits in a year (4-monthly).

	<ul style="list-style-type: none"> Bin chute modifications quote approved (capital expense) – this will open up the bottom of the chute allowing effective ‘distribution’ of waste into the bin, rather than the current situation of waste being piled back up in the chute passage due to a high bin being jammed under a narrow chute exit opening. Quote for cover locks for 18 power points in the basements was \$2,000 - not approved. Given that there has only been 2 incidences of EV charging so far and the units have been advised, the EC and building manager will continue monitoring the situation especially with the EV infrastructure progress (see agenda item 9).
7	ACT Government Recycling and Waste Reduction trial <ul style="list-style-type: none"> Report of final audit from ACT Government – still pending.
	Action(s) <ul style="list-style-type: none"> Nil further action.
8	Financials <ul style="list-style-type: none"> Admin Balance – \$220,591.37 Sinking Fund Balance – \$102,236.96 Investment Accounts – 2 term deposits: \$52,461.21 (maturing) & \$50,000.00 Arrears – \$32,691.93 Levies in Advance – \$0 Invoices <ul style="list-style-type: none"> None to discuss.
	Action <ul style="list-style-type: none"> First term deposit maturing this week – to be rolled over for another 8 months.
9	Previous Meeting Items <ul style="list-style-type: none"> EV infrastructure review – quotes. Speed bumps.
	Actions <ul style="list-style-type: none"> Huglo (solar and battery company) has assessed on-site with preliminary report that it is achievable with Embark - \$5,000 to provide detailed plan. Awaiting quotes from other companies. 8 speed bumps proposed – a map of the proposed positions will be drawn out for the EC to review.
10	Other Business <ul style="list-style-type: none"> Resident Mairead attended at the start of the meeting to discuss an issue relating to her sliding/folding winter garden window – resident has reported that window allows some traffic noise to penetrate. Resident had been dealing with the issue herself, however resident is not satisfied with fix by window company recommended by JWLand. Resident advised by JWLand to contact builder (Icon).
	Action(s) <ul style="list-style-type: none"> Cal will liaise with builder Icon on this matter and be the point of contact.
Meeting closed at 6:56pm.	

Next Meeting Date: 10th or 11th June 2025 (TBC)

Location: B1 Building Manager’s room.

Embark Executive Committee (EEC)



Minutes

Meetings to date: 29

Date/Time: Monday 10th February 2025, 6pm.

Location: Embark, B1 Building Manager's room

#	AGENDA
1	Attendees – Cal, Joe, Johannes, Jing and Jaimii.
2	Apologies – Kate, Tim.
3	Confirmation of Previous Minutes – 16th December 2024 <ul style="list-style-type: none"> Accepted.
	Actions <ul style="list-style-type: none"> See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none"> Refer to Monthly Status Reports for 01/12/2024 – 31/12/2024 and 01/01/2025 – 31/01/2025. Items for discussion: spending to date; insurance claim for damaged garage door.
	Comments <ul style="list-style-type: none"> 50% of budget spent as of January financial report. Insurance claim for damaged garage door and hiring of security has been approved (less GST), minus excess of \$2,000; the excess will be passed on to the responsible unit. Signature flagged with the committee to watch for plumbing and water charges to come (will be a large expense).
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> Report as additional attachment. Items for discussion: façade damage; ground floor car spaces; additional security cameras; paintwork; gardens; pest control; cracked tiles; carpet stains.
	Actions <ul style="list-style-type: none"> North entrance façade damage – awaiting second quote to present to responsible unit. Ground floor carpark area and car spaces appearing untidy with debris and boxes – send out reminder to units to keep car spaces tidy. Priority cameras identified for B1 and B2 lifts – on hold as not budgeted for, and currently no extra funds. Painting to begin next week to touch up marks on external wall areas. Gardens – considered quote for mulching to weather-proof the gardens (mulch should last 3 years); no budget for this; to wait and see how the budget is tracking before re-visiting the quote. Pest control – Flick quote – approved. Cracked tiles, ground floor area outside South entrance – awaiting quote. Carpet stains – spot cleaning to be requested with M&M Rolfe.
6	Building Manager's Report <ul style="list-style-type: none"> January report sent as an additional attachment. Items of concern: as per BM's report. Items for discussion: ground floor sliding doors maintenance; new security cameras; 5-year sprinkler and hydrant system testing for Embark and Owen Flats (mandatory).

	<p>Actions</p> <ul style="list-style-type: none"> • Ground floor sliding doors maintenance – awaiting quotes. • Additional security cameras – as discussed in Agenda 5. • Signature to confirm if the testing is due at the start of the next financial year.
7	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> • Report of final audit from ACT Government – not available yet.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Signature to circulate the final audit from ACT Government once available.
8	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$164,123.31 • Sinking Fund Balance – \$85,814.80 • Investment Accounts – 2 term deposits: \$52,461.21 & \$50,000.00 • Arrears – \$16,979.68 • Levies in Advance – \$1,961.91 <p>3 invoices</p> <ul style="list-style-type: none"> • Invoice for a call-out fee to the South entrance sliding door. • Water meter of a unit was leaking. • Origin Energy issued \$31k invoice for a meter number which is unrecognised; first invoice of such for Embark.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Removalist unplugged the sliding door during move but did not plug back after the move, resulting in a call-out by unknowing resident who thought the sliding door was defective; call-out fee to be passed on to unit. • This is the unit’s responsibility to rectify, and at the unit’s cost. • Building manager to look at all meters on-site to see if we have a meter with that number; note that Origin can should only able to back charge for 9 months if they issue an invoice after more than 4 years of Embark’s completion; discussion of this invoice brought up the Embedded Network topic – to re-visit at next meeting.
9	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • EV survey – only 13 responses, with 8 responses indicating EV purchasing intention within 3 years, with the majority preferring to charge in their own car spaces.
	<p>Actions</p> <ul style="list-style-type: none"> • There is money in the budget for an EV infrastructure review – to obtain 3 quotes. • Common area powerpoints to be covered – outstanding action from a previous meeting.
10	<p>Other Business</p> <ul style="list-style-type: none"> • Prepare 6-year structural defect report for JWLand. • Lift 2 outage. • Speed bumps for basement carpark ramps following recent garage door damage. • Powerpoint locks
	<p>Action(s)</p> <ul style="list-style-type: none"> • To include in next budget. • Lift 2 outage following a recent storm – under investigation. • To obtain quotes for speed bumps and installation. • Signature to follow up on ths basement powerpoints being locked.
<p>Meeting closed at 7:02pm</p>	

Next Meeting Date: 7th or 8th April 2025

Location: TBC

Embark Executive Committee (EEC)



Meeting

Meetings to date: 28

Date/Time: Monday 16th December 2024, 6pm.

Location: Embark, Rooftop Terrace

#	AGENDA
1	Attendees – Jaimii, Cal, Johannes, Tim, Jing & Joe.
2	Apologies –
3	Confirmation of Previous Minutes – 9th October 2024 <ul style="list-style-type: none"> • Accepted.
	Actions <ul style="list-style-type: none"> • See comments under each agenda item.
4	Treasurer’s report <ul style="list-style-type: none"> • Refer to Monthly Status Report for 01/11/2024 – 30/11/2024. • Items for discussion:
	Comments <ul style="list-style-type: none"> • Expenditure on track with income • Budget line items of concern include maintenance garage & maintenance security
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> • Report as additional attachment. • Items for discussion: rooftop terrace shade; parcel shelf
	Actions <ul style="list-style-type: none"> • Damaged façade quote pending and would be paid by tenant that caused damage • Install appropriate cover over pergola, still awaiting further quotes. Jaimii to follow up and speak with JWLand to confirm contractor that installed awning to arrange another quoting option. • Solar panel cleaning to be conducted in the new year. • Dead pittosporums south lobby due for replacement by Focus. • Signature to issue work order to Flick for routine pest maintenance. • A work order had been issued for the damaged tiles outside south building units, no start date to provided at time of meeting. • Installation of galvanised sheet/protection rail by PointFS completed. • Level 1 chute repairs approved with Point FS, Signature to issue work order. • Modification to chute discharge door quotes pending. • PointFS to move the parcel shelf back to the south foyer, the EC will look into other options for consideration.
6	Building Manager’s Report <ul style="list-style-type: none"> • November report sent as an additional attachment. • Items of concern: as per BM’s report. • Items for discussion: garage security; waste rooms flooring; garbage bin chute and large skip bin issues (quotes in progress); safety rail and flashing for waste room (works now completed).

	<p>Actions</p> <ul style="list-style-type: none"> • Quotes for waste room floor in the new year • Modification to chute discharge door quotes pending.
7	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> • Report of final audit from ACT Government
	<p>Action(s)</p> <ul style="list-style-type: none"> • Signature to circulate the final audit from ACT Government once available.
8	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$138,523.28 • Sinking Fund Balance – \$70,630.64 • Investment Accounts – 2 term deposits: \$52,461.21 & \$50,000.00 • Arrears – \$ 14,876.83 – 9 units between 39 cents to \$132.35, 9 units 1 levy behind, 2 units 2 levys behind and 1 unit due for debt collection. • Levies in Advance – \$33,502.48 <p>Invoice(s)</p> <ul style="list-style-type: none"> • Nil.
	<p>Action(s)</p> <ul style="list-style-type: none"> •
9	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • Atek and intercom issue • EV Survey
	<p>Actions</p> <ul style="list-style-type: none"> • The intercom issues has since been resolved, no further action required at this time. • EC survey results are coming in and will be circulated once finalised.
10	<p>Other Business</p> <ul style="list-style-type: none"> • LBN vs NBN • Mandatory Disclosures
	<p>Action(s)</p> <ul style="list-style-type: none"> • No action can be taken on LBN vs NBN. • Signature Strata across legislation changes, to be actioned as requested.
<p>Meeting closed at 7:10</p>	

Next Meeting Date: February 2025

Location: TBC

Embark Executive Committee (EEC)



Meeting

Meetings to date: 27

Date/Time: Wednesday 9th October 2024, 6pm.

Location: Embark, B1 Building Manager's (BM) Room

#	AGENDA
1	Attendees – Jaimii, Cal, Johannes, Tim, Kate & Joe.
2	Apologies – Jing.
3	Appointment of Office Bearers <ul style="list-style-type: none"> • Chairperson - Jing • Treasurer - Johannes • Secretary – Tim
4	Confirmation of Previous Minutes – 13th August 2024 <ul style="list-style-type: none"> • Accepted.
	Actions <ul style="list-style-type: none"> • See comments under each agenda item.
5	Treasurer's report <ul style="list-style-type: none"> • Refer to Monthly Status Report for 01/09/2024 – 30/09/2024. • Items for discussion:
	Comments <ul style="list-style-type: none"> • \$74,000.00 spent in 2 months, mostly due to insurance policy, • Budget lines of concern include garage and security.
6	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> • Report as additional attachment. • Items for discussion: damaged roller door repairs; high pressure washing Point FS
	Actions <ul style="list-style-type: none"> • Cal requested the roller door be left with him to review information, • High pressure washing discussion will be deferred for the next EEC meeting.
7	Building Manager's Report <ul style="list-style-type: none"> • September report sent as an additional attachment. • Items of concern: as per BM's report. • Items for discussion: pest control (quote); garbage chute door re-design; multicultural signs in bin chute rooms;
	Actions <ul style="list-style-type: none"> • Second pest control quote yet to be received, further discussion to occur once received, • Modified chute designs will be deferred to the new year to confirm if blockages continue to be an issue over Christmas, investigation into additional cleaning may also need to be considered and second quotes for Lv1 were also pending, • It was agreed to close the multicultural signs item, following information received from Human Rights Commissioner.

8	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> Placement of signage from ACT Government completed. Container Deposit Scheme. Other updates, if any.
	<p>Action(s)</p> <ul style="list-style-type: none"> Final audit occurred same day as meeting, further information once received will be sent through to EEC.
9	<p>Financials</p> <ul style="list-style-type: none"> Admin Balance – \$89,183.20 Sinking Fund Balance – \$74,162.61 Investment Accounts – 2 term deposits – \$51,203.29 & 35,859.85 Arrears – \$ 5,049.12 (made up of 9 units between \$1.23 and \$155.00 owing, 3 units one levy behind, 1 unit two levies behind, 0 in debt collection). Levies in Advance – \$22,468.42. <p>Invoice(s)</p> <ul style="list-style-type: none"> Nil.
	<p>Action(s)</p> <ul style="list-style-type: none"> Both term deposits due for maturity, agreed to top up 35k to 50k and reinvest for 12 months and reinvest 51k for 6 months.
10	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> Loading zone – passed as special resolution at the AGM. Embedded Network - JWLand had spoken with Origin on behalf of Embark and due to the original deed not being signed, a gifting option was not available. EV charging
	<p>Actions</p> <ul style="list-style-type: none"> Bollards could now be installed and signage proof would need to be reviewed by EEC, Joe had assisted with additional thoughts when responding to a resident including timeframes from the resident and what is required of the resident upon completion of the booking, the BM would be responsible to confirm the space had been cleaned and returning the key, Origin would be approached regarding the Embedded Network to discuss a 3-year deed with ownership at the end of 3 years (to be brought to a GM), if Origin were not agreeable to these terms a tender would need to be reviewed, which a subcommittee would be required for, EV charging survey would be sent to gauge interest of owners.
11	<p>Other Business</p> <ul style="list-style-type: none"> Additional Common Electricity Meter – Origin advised a meter had not be registered at the registration of the complex. Covers over basement powerpoints Protective cover for garage door controllers – broken by thief Atek Intercom discovery – Vulnerabilities discovered and a unit remaining offline Lockboxes – appearance rule
	<p>Action(s)</p> <ul style="list-style-type: none"> Further information required on confirming location of meter, viewing that this was common and if there was any monies outstanding on the account, A work order would be sent to PacFm to install covers/locks over the basement powerpoints, Moving the garage door controller was under review. Following a lengthy discussion, it was agreed to reached out to Atek with several follow up questions to find a resolution for the unit that remained offline. A new rule would be included on appearance with lockboxes at the next AGM and solutions for lockboxes on common property would be reviewed.
<p>Meeting closed at 7:53pm</p>	

Next Meeting Date: to be discussed via email.

Location: TBC

Embark Executive Committee (EEC)



Meeting

Meetings to date: 26

Date/Time: Tuesday 13th August 2024, 6pm.

Location: 17/11 National Circuit – Signature Strata Office

#	AGENDA
1	Attendees – Jaimii, Cal, Johannes, Jing.
2	Apologies – Tim.
3	Confirmation of Previous Minutes – 25th June 2024 <ul style="list-style-type: none"> Accepted.
	Actions <ul style="list-style-type: none"> See comments under each agenda item.
4	Treasurer’s report <ul style="list-style-type: none"> Refer to Monthly Status Report for 01/07/2024 – 31/07/2024. Item for discussion: EOFY status.
	Comments <ul style="list-style-type: none"> About \$9,900 over budget at EOFY (plus almost 2 weeks into new financial year at time of this meeting); Admin fund has \$131,041 in the account; Embark is in a solid financial position.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none"> Report sent as an additional attachment. Item for discussion: items in car spaces, common property, and above storage sheds.
	Actions <ul style="list-style-type: none"> Continue to remind residents to remove items above storage sheds due to interference with water sprinklers (safety hazard issue); continue to remind residents not to store hazardous/flammable materials in car spaces and stackers, possibility of referring to ACAT if they continue to ignore requests.
6	Building Manager’s Report <ul style="list-style-type: none"> July report sent as an additional attachment. Items for discussion: blocked chutes due to misuse; intercom issue; intruder in the basement.
	Actions <ul style="list-style-type: none"> Modified chute designs have been in place in at least 2 other buildings that Jaimii is aware of, early feedback is suggesting positive effect – Jaimii will gather more information, and find out how long the changed designs have been in place; to request BM for a more detailed quote (including installation) with diagrams or pictures of the modified chute doors. Intercom issue affecting more residents – Atek quote approved to fix the problem, which appears to be a programming issue (previous provider had installed on a budget). Recent incident of intruder on bicycle following car into basement, fortunately no negative outcome as a vigilant resident took action – to put out comms reminding residents to be vigilant for suspicious persons on-site and the correct procedure for notification, i.e. best to call the police and not the after-hours phone number.

7	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> Battery recycling bin in place; signs to be provided by ACT Government, which are simple and accessible to a broad range of audiences; still awaiting data report from the government’s audit of Embark’s current waste and recycling situation.
	<p>Action</p> <ul style="list-style-type: none"> To receive delivery of waste, recycling & battery recycling signs – put them up in all bin rooms and enclosures.
8	<p>Financials</p> <ul style="list-style-type: none"> Admin Balance – \$131,041.22 Sinking Fund Balance – \$71,771.85 Investment Accounts – 2 term deposits \$51,203.29 and \$35,000.00 Arrears – \$11,919.21 – 9 units ranging from \$1.28 to \$155.00 owing, 6 units one payment behind, 1 unit two payments behind about to enter debt collection stage, and 1 unit in high arrears on debt collection Levies in Advance – \$664.30 <p>Invoices</p> <ul style="list-style-type: none"> Nil.
	<p>Action</p> <ul style="list-style-type: none"> As per debt collection process.
9	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> Visitor/other parking – ongoing. Leaks through expansion joints.
	<p>Actions</p> <ul style="list-style-type: none"> To check in with Abby if there are any updates before the AGM. JWLand to re-seal under goodwill; future works will be Embark’s responsibility.
10	<p>AGM</p> <ul style="list-style-type: none"> Agenda Budget Contract renewals – cleaning, lift, all PacFM contracts Embedded Energy Network EV charging Loading zone
	<p>Actions</p> <ul style="list-style-type: none"> Reviewed by EEC; proposed for 10th September subject to financial audit being completed in time; location TBA. Reviewed by EEC. Reviewed by EEC. Add as agenda item – legal update to be provided by Jaimii. EV charging – updates on progress so far by Jaimii and EEC, and future work Loading zone – to be shared with rubbish/recycling truck zone at south end of Embark
11	<p>Other Business</p> <ul style="list-style-type: none"> BM found 2 EVs charging in the basement carpark from common property powerpoints – cars were parked in designated car spaces.
	<p>Actions</p> <ul style="list-style-type: none"> A notice will be sent to both units. Common property powerpoints are only for use by contractors and BM undertaking their work for Embark – to source and quote for combination lock covers for common property powerpoints. Survey on EV charging to be prepared and sent out to residents.
<p>Meeting closed at 7:30pm.</p>	

Next Meeting Date: TBC after AGM.

Location: TBC.

Embark Executive Committee (EEC)



Minutes

Meetings to date: 25

Date/Time: Tuesday 25th June 2024, 6pm.

Location: Embark, B1 Building Manager's (BM) Room

#	AGENDA
1	Attendees – Cal, Jing, Tim, Johannes, Jaimii.
2	Apologies – none.
3	Confirmation of Previous Minutes – 16th April 2024 <ul style="list-style-type: none">Accepted.
	Action(s) <ul style="list-style-type: none">See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none">Refer to Monthly Status Report for 01/05/2024 – 31/05/2024.Item for discussion: under-insurance of building.
	Comment(s) <ul style="list-style-type: none">It was brought to the EC's attention following receiving the insurance valuation that Embark's building insurance was \$30million under-valued. Likely due to initial insurance valuation (bare minimum at commencement).A supplementary invoice of \$2,508.45 has been issued to bring the insurance level up to par for the rest of the duration of cover (49 to 79 million). To ensure that the budget for next financial year covers the correct amount of building insurance.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none">No additional report for this meeting.Items for discussion: signage in bin chute rooms; quote for rooftop terrace roofing; awning for Lift 2 (north); adjustment of garden lights.
	Action(s) <ul style="list-style-type: none">Await Peter's June building report on whether rubbish is still being left in bin chute rooms, and to what extent.Jaimii to obtain quote for rooftop fibreglass roof over BBQ/bench area (will provide better shelter in summer).Awning for north lift entrance on level 8 will be installed on 8th July.W.O. has been sent to PFM for adjustment of garden lights.
6	Building Manager's Report <ul style="list-style-type: none">May report sent as an additional attachment.Items of concern: as per BM's report. Items for discussion: carpet cleaning; basement garage door controller.
	Action(s) <ul style="list-style-type: none">Carpet cleaning due this month – approved to proceed.Perspex box over garage door buttons (on left wall, into basement parking) – to prevent access from outside. A resident reported witnessing someone using a stick or equivalent, poking through the slots in the garage door, attempting to push the buttons. Approved for BM to source options, and install.

7	<p>ACT Government Recycling and Waste Reduction trial</p> <ul style="list-style-type: none"> Embark selected as one of a number of buildings to participate in this trial. Updates from Jaimii: 1st & 2nd steps completed by ACT Govt (site visit and waste audit).
	<p>Action</p> <ul style="list-style-type: none"> Await data report from ACT Govt of the waste audit. In due course (July), a letterbox drop will be done informing residents, plus a pop-up information event on-site by NoWaste (steps 3 & 4).
8	<p>Financials</p> <ul style="list-style-type: none"> Admin Balance – \$197,163.86 Sinking Fund Balance – \$61,746.90 Investment Accounts - \$51,203.29 and \$35,000.00 (term deposits) Arrears – \$6,098.33 (1 unit with high arrears referred to debt collection, 1 unit one levy behind and 13 units owing small amounts no higher than \$121). Levies in Advance – \$60,612.53 <p>Invoice</p> <ul style="list-style-type: none"> Supplementary invoice for building insurance.
	<p>Action(s)</p> <ul style="list-style-type: none"> Supplementary invoice for building insurance – approved to be paid.
9	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> Clarification of lease variation or DA amendment for Stage 3/4 (De Burgh apartments and hotel). Embedded Network. Lift 2 awning on Level 8 – see item 5.
	<p>Action(s)</p> <ul style="list-style-type: none"> Lease variation/amendment can work; Stage 4 DA – approval still pending; no further updates otherwise. Embedded Network – equipment belongs to Origin Energy; if the OC were to consider buy-back of equipment, Origin will facilitate transfer of ownership either to the OC or the new provider, and the cost of buying back the equipment is tiered according to duration, e.g. within the first 5 years, the OC still has to pay 100% of the cost, after 10 years, the OC pays 10% of cost. If we buy back the equipment, option to go with another Embedded Network provider, or investigate if each unit can sign up to own chosen provider. To be discussed at the AGM.
10	<p>Other Business</p> <ul style="list-style-type: none"> Exploring space or room for communal use, e.g. room for music practice. Pacific FM fire attendance – Apr & May checks. Smoking on level 1. EC charging enquiry. Parking bollard request from unit. Leaks through expansion joints. Loading Zone next to bin rooms
	<p>Action(s)</p> <ul style="list-style-type: none"> EC member Johannes raised this request – to trial use of B1 BM’s room (to discuss with BM first); Johannes to draft summary for Jaimii to distribute to residents; those interested can get in touch. Apr & May fire checks done very close together – BM is monitoring that it does not happen again. Complaints from Level 1 unit of smoke in corridor and permeating into their unit – EC member Cal to investigate. One unit has asked about EV charging – PFM to survey building infrastructure; EC to use template form to send out to residents to gauge interest. Johannes is following updates in this space. To discuss at AGM of plans towards EV charging for Embark. Parking bollard request from unit, parking space keeps being used by strangers – approved (at unit’s cost). Leaks through expansion joints in common areas (maintenance issue) – affecting a parking space and the basement. JWLand looking into this and will provide a solution for the OC to implement. This would be presented to owners at the AGM.
Meeting closed at 7:20PM.	

Next Meeting Date: 13th Aug 2024.

Location: B1 Building Manager’s Room.

Embark Executive Committee (EEC)



Minutes

Meetings to date: 24

Date/Time: Tuesday 16th April 2024, 6pm.

Location: Embark, B1 Building Manager's Room

#	AGENDA
1	Attendees – Jaimii, Tim, Cal, Jing, Johannes.
2	Apologies – none.
3	Confirmation of Previous Minutes – 13th Feb 2024 <ul style="list-style-type: none">Accepted.
	Action(s) <ul style="list-style-type: none">See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none">Refer to Monthly Status Report for 01/03/2024 – 31/03/2024.Item for discussion: budget tracking to be over.
	Comment(s) <ul style="list-style-type: none">7 categories currently over, mostly for essential maintenance such as fire, electrical, security; and insurance claims – see item 7 Financials.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none">Report sent as an additional attachment.Items for discussion: extra shade for rooftop terrace BBQ area; additional measures to deter rubbish dumping in common areas; high pressure cleaner.
	Action(s) <ul style="list-style-type: none">Obtain quote(s) for extra shade over BBQ area.Obtain quote(s) for signage in bin chute rooms, including map to ground floor bin rooms (new residents may not know where these rooms are). Other deterrent measures discussed which the EC will continue to explore.High pressure cleaner to be purchased by building manager.
6	Building Manager's Report <ul style="list-style-type: none">March report sent as an additional attachment.Items of concern: as per BM's report.
	Action(s) <ul style="list-style-type: none">As per BM's report.

7	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$228,281.28 • Sinking Fund Balance – \$53,623.07 • Investment Accounts - \$50,000.00 and \$35,000.00 (term deposits) • Arrears – \$27,114.46 – 31 units, 30 only 1 levy behind which was due 1st April • Levies in Advance – \$2,480.24 <p>Insurance claim</p> <ul style="list-style-type: none"> • Level 6 unit outer layer of glass in wintergarden shattered, therefore OC’s responsibility. Report from Value Glass attributed cause to environmental factor (cold shift), therefore not covered under insurance. Cost \$6,800.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Value Glass to fix problem in 2 days (scheduled). Insurance claims to budget for increase for the next financial year.
8	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • Annual roof maintenance plan – quotes. • Clarification of lease variation or DA amendment for Stage 3/4 (De Burgh apartments and hotel). • Process for converting garbage/recycling truck zone into dual use (for loading zone). • Atek Security takeover from previous provider. • Embedded Network. • Lift 2 awning on Level 8.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Roof maintenance plan quotes – low priority as inspected monthly and no issues. • Visitor parking discussions ongoing with ACT Government and JWLand. • Loading zone conversion – for AGM. • Atek Security – completed. • Embedded Network – equipment belongs to Origin Energy; to find original deed clarifying the duration after which transfer of ownership to the OC can happen. • Lift 2 awning – measurements done.
9	<p>Other Business</p> <ul style="list-style-type: none"> • EV charging. • Smoking – Article Infringement Notice units G03 & G05 – that these units be issued with a rule infringement notice for breach of the following rules to be issued; 1.19 Smoking.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Based on the experience and advice from EC of Space 2 apartments on Forbes Street, Turner – first step for Embark to prepare for the future in line with ACT Government’s plan to electrify Canberra is to check the existing infrastructure. Request Pacific FM to investigate, and budget this in next year’s expenditure. • Smoke drift from two ground floor units into Level 1 unit (complaint made); notices had been sent with no action; EC agrees for rule infringement notices to be sent next. Additionally, there will be a general notice to all units about smoking etiquette.
<p>Meeting closed at 7:28 PM.</p>	

Next Meeting Date: 11th June 2024.

Location: B1 Building Manager’s Room.

Embark Executive Committee (EEC)



Meeting

Meetings to date: 23

Date/Time: Tuesday 13th February 2024, 6pm.

Location: Embark, B1 Building Manager's Room

#	AGENDA
1	Attendees – Jaimii, Cal, Johannes, Jing, Abbey (visitor parking update), Peter (building management).
2	Apologies – Tim.
3	Confirmation of Previous Minutes – 14th November 2023 <ul style="list-style-type: none">Accepted.
	Action(s) <ul style="list-style-type: none">See comments under each agenda item.
4	Treasurer's report <ul style="list-style-type: none">Refer to Monthly Status Report for 01/01/2024 – 31/01/2024.Item for discussion: tracking of budget and expenses.
	Action(s) <ul style="list-style-type: none">Continue to monitor closely, Status Report at exactly halfway point of financial year, 1 budget item over (maintenance – electrical), a few items close to budget (e.g. maintenance – plumbing). Projection that the budget would be over by year's end.
5	Maintenance & Grounds (M & G) Controller Report <ul style="list-style-type: none">Report sent as an additional attachment.Items for discussion: purchasing a high pressure cleaner for cleaning of stains, e.g. carpark concrete floor stains; graffiti on southern wall of driveway into basement carpark.
	Action(s) <ul style="list-style-type: none">Await Jaimii's investigation into carpark concrete floors, whether the concrete is sealed, as high pressure cleaning could damage the seal.Graffiti has been removed. EC approved for quotes to be sourced for artificial ivory rolls (including installation) to cover the wall as a graffiti deterrent option.
6	Building Manager's Report <ul style="list-style-type: none">January report sent as an additional attachment.Items of concern: rubbish, recycling, and bulky items left in general bin rooms, bin chute rooms and other common property areas; multiple bin chute blockages.

7	<p>Financials</p> <ul style="list-style-type: none"> • Admin Balance – \$186,586.79 • Sinking Fund Balance – \$74,013.11 • Investment Account - \$50,000.00 • Arrears – \$12,649.93 • Levies in Advance – \$2,657.04 <p>Invoices</p> <ul style="list-style-type: none"> • ADT Fire Brigade attendance invoice.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Arrears – levy arrears where all steps have been taken are now referred to debt collection by the accounts department. • Fire brigade invoice to be paid by the Owners Corporation for 3 attendances.
8	<p>Previous Meeting Items</p> <ul style="list-style-type: none"> • Visitor and other short-term parking update by Abbey – continuing discussions with the ACT Government about options, with Stage 3 and/or Stage 4 development of the precinct. • Encryption coding with Atek for access to backend of system – questions put to Atek for confirmation of ownership of the system. • Annual roof maintenance plan. • Second term deposit.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Jaimii to clarify ACT Government’s suggestion of a lease variation or DA amendment for Stage 3; also investigate process for converting garbage/recycling truck zone south of the building into dual use (for loading zone). • Awaiting response from Atek. • Roof maintenance plan – quotes in progress (low priority as the roof is inspected regularly and has had no issue). • \$35,000 from Sinking Fund to be invested in a second term deposit – Jaimii will confirm interest rates.
9	<p>Other Business</p> <ul style="list-style-type: none"> • JWLand defects discussion – doors and door frame for ground floor common waste room. • Lift 2 (north) – Schindler reported ingress of water through the face of the lift into the shaft during heavy storms. • Johannes attended Electrify Canberra event – EV team keen to work with apartments as case studies, and for funding options; for next AGM discussion. • Revisit Embedded Energy Network topic.
	<p>Action(s)</p> <ul style="list-style-type: none"> • Agreed the cost would be shared between the OC and JWLand; JWLand has commenced with the door frame. • Lift 2 - awning to be installed by JWLand over the entrance of the lift on Level 8 rooftop. • Johannes will stay in touch with contacts from the event. • Jaimii to clarify legality surrounding ownership of equipment.
<p>Meeting closed at 7:30pm.</p>	

Next Meeting Date: 16th April.

Location: To be confirmed.

Energy Efficiency Report

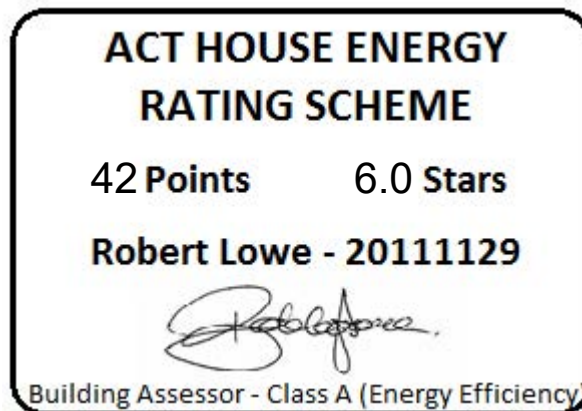


FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆☆☆ **6 STARS**
in Climate: 24 **SCORE: 42 POINTS**

Name: Mahmood **Ref No:** 66962
House Title: Unit 14 Block 11 Section 51 LYNEHAM **Date:** 10-12-2025
Address: 109/253 Northbourne Avenue, Lyneham ACT 2602



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	42											
Potential	56											

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

Design options

Additional points

Change curtain to

Heavy Drapes & Pelmet

13

ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

Current Rating	42	★★★★★★
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Largest windows in the dwelling;

Direction : WNW

Area : 18 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. West	41	★★★★★★
2. North West	49	★★★★★★
3. North	60	★★★★★★
4. North East	59	★★★★★★
5. East	50	★★★★★★
6. South East	42	★★★★★★
7. South	39	★★★★★★
8. South West	38	★★★★★★

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 14 Block 11 Section 51 LYNEHAM, 109/253 Northbourne Avenue, Lyneham ACT 2602

Assessor's Name:

Net Conditioned Floor Area: 67.6 m²

				Points		
Feature				Winter	Summer	Total
CEILING				15	0	15
Surface Area:	119	Insulation:	-105			
WALL				11	-2	9
Surface Area:	5	Insulation:	5	Mass:	-1	
FLOOR				21	-5	17
Surface Area:	17	Insulation:	-3	Mass:	4	
AIR LEAKAGE (Percentage of score shown for each element)				8	0	8
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	46 %			
Exhaust Fans	35 %	Doors	0 %			
Down Lights	0 %	Gaps (around frames)	18 %			
DESIGN FEATURES				0	0	0
Cross Ventilation	0					
ROOF GLAZING				0	0	0
Winter Gain	0	Winter Loss	0			
WINDOWS				-14	-17	-31
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
WNW	18	26%	-38	24	-17	-31
Total	18	26%	-38	24	-17	-31

* Air movement over glazing can significantly increase winter heat losses. SEAV recommends heating/cooling duct outlets be positioned to avoid air movement across glass or use deflectors to direct air away from glass.

The contribution of heavyweight materials to the window score is 8 points

				Winter	Summer	Total
RATING	★★★★★★			42	-24	42*
SCORE				42	-24	42*

* includes 25 points from Area Adjustment

Detailed House Data

House Details

ClientName Mahmood
HouseTitle Unit 14 Block 11 Section 51 LYNEHAM
StreetAddress 109/253 Northbourne Avenue, Lyneham ACT
Postcode 2602
FileCreated 10-12-2025

Climate Details

State
Town Canberra
Postcode 2600
Zone 24

Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	22.0m ²
2	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	47.0m ²

Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: FC Sheet Clad	No	R2.0	11.7m	2.5m
2	Framed: FC Sheet Clad	Yes	R2.0	14.5m	2.5m
3	Framed: FC Sheet Clad	Yes	R2.0	8.3m	2.5m

Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	Yes	No	R0.0	69.0m ²

Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	WNW	2.4m	3.3m	No	DG	ALIMPR	VB	No	2.0m	2.0m	0.1m
2	WNW	2.4m	3.0m	No	DG	ALIMPR	VB	No	1.0m	1.0m	0.1m
3	WNW	2.4m	1.0m	No	DG	ALIMPR	VB	No	4.0m	4.0m	0.1m

Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	WNW	2.4m	3.3m	0.0m	0.0m	0.0m	0.0m	0.0m	0.0m	1.2m	0.0m
3	WNW	2.4m	1.0m	0.0m	0.0m	0.0m	0.0m	3.0m	0.0m	2.0m	0.0m

Zoning Details

Is there Cross Flow Ventilation ? Average

Air Leakage Details

Location Suburban
Is there More than One Storey ? No
Is the Entry open to the Living Area ? No
Area of Heavyweight Mass 0m²
Area of Lightweight Mass 0m²

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	1	0
External Doors	0	0

Unflued Gas Heaters	0
Percentage of Windows Sealed	98%
Windows - Average Gap	Small
External Doors - Average Gap	Small
Gaps & Cracks Sealed	Yes

Insurance Certificates & Tax Invoice



Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

INSURED:	ACT Property Inspections Pty Ltd
BUSINESS DESCRIPTION:	General Pest & Weed Control Timber Pest Inspections Termite Barrier Installations Pre-Purchase House Pest Inspections Building Inspections (Non Pest Related) Energy Efficiency Ratings Compliance Reports
POLICY REFERENCE:	09A349653PLB
PERIOD OF INSURANCE:	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
POLICY CLASS:	Pest Controllers Combined Liability
SUMS INSURED:	Section 1: General Public & Products Liability \$20,000,000 Our maximum liability in respect of any claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one occurrence; and \$20,000,000 Our total aggregate liability during any one period of insurance for all claims arising out of Your Product Section 2: Professional Indemnity \$5,000,000 Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. \$10,000,000 Our total aggregate liability for all Claims inclusive of costs and expenses.

This Certificate of Currency is subject to the Policy Documentation to be read in conjunction with the Definitions, Conditions and Exclusions in the Pest Controllers Combined Liability Insurance Policy.

Date Issued: 28 March 2025



**ACT
PROPERTY
INSPECTIONS**

TAX INVOICE

Hania Mahmood
109/253 Northbourne Ave
LYNEHAM ACT 2602
AUSTRALIA

Invoice Date
28 Nov 2025

Invoice Number
INV-66962

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 17 Dec 2025

Payment Terms: 7 Day Account

Please pay within the payment terms to avoid an admin fee. Note: all bank/legal fees incurred in obtaining payment will be the customer's responsibility

Direct Deposit

BSB: 012084

Account Number: 194679655

Account Name: ACT Property Inspections Pty Ltd

Please reference your name and invoice number

Cheques - please make payable to ACT Property Inspections Pty Ltd

[View and pay online now](#)

Pool Owner Guidance Material

The ACT Government is committed to avoiding preventable deaths and serious injuries from fatal and non-fatal drownings in home swimming pools and spas in the ACT.

New rules aim to protect the public by making sure that home swimming pools and spas in the ACT have a safety barrier that is compliant with modern safety standards and that they are maintained.

This document outlines the obligations for people who own a property with a *regulated swimming pool* for the period 1 May 2024 to 30 April 2028.

Regulated swimming pools

The new rules apply to regulated swimming pools, which are home swimming pools or spas that are:

- capable of containing water to a depth greater than 30cm; and
- associated with a residential building such as a house, unit, townhouse or block of apartments.

This includes in-ground and above-ground pools, temporary and permanent pools, wading pools, demountable pools, portable pools, kids' pools and spas.

If your inflatable pool can be deflated and inflated and does not have a filtration system you are not covered by the scheme. If any part of the pool requires assembly other than inflation (i.e. has a frame), or if the pool uses or comes with a filtration system, it is a demountable pool and therefore covered by the scheme.

Scheme commencement and transition period

The scheme commences on 1 May 2024, with a four-year transition period for homeowners to have a compliant safety barrier for their regulated swimming pool or obtain an exemption.

Compliant safety barrier

From 1 May 2028, it will be an offence to have a regulated swimming pool that does not have a safety barrier which meets the prescribed safety standards unless an exemption applies.

For pools built, altered or installed before 1 May 2023, the safety standards are:

- the current version of the Building Code of Australia (NCC 2022); and
- two Australian Standards which are Part 1 and Part 2 of Australian Standards for Swimming pool safety.
 - Part 1 (AS 1926.1 – 2012) relates to safety barriers for swimming pools
 - Part 2 (AS 1926.2 – 2007) is about the location of safety barriers

The Building Code and these two Australian Standards are the current safety standards which stop young people accessing pools and lessen the risk of drowning.

The changes that need to be made to swimming pool and spa safety barriers to make them compliant with the prescribed safety standards will depend on the type of safety barrier that is currently in place and the location of the swimming pool or spa in relation to other buildings, structures and boundary fences on the property. Information about what changes you may need to make can be found in the factsheets on the [Home Swimming Pool Safety Reforms](#) webpage on the ACT Government planning website.

Pools built, altered or installed on or after 1 May 2023 must meet:

- the Building Code of Australia as adopted in the ACT at the time the swimming pool or spa is built or altered; and
- the Australian Standards called up by the Building Code at the time the swimming pool or spa is built or altered.

Exemptions

Under the scheme, there are some circumstances where a pool is not required to comply with the prescribed safety standards and the owner of the premises does not need to apply for an exemption.

Date of pool construction	Before 1 May 2023	On or after 1 May 2023
A demountable pool that will not be in place for more than three consecutive days	Yes	Yes
A spa which is covered and secured by a lockable child-resistant structure (such as a door, lid, grille or mesh) that meets the prescribed requirements	Yes	A lockable child-resistant structure will be permitted if it satisfies the prescribed safety standard
A spa that is located on the balcony of an apartment where self-closing and self-latching doors and/or windows restricts access	Yes	A spa located on a balcony must comply with the prescribed safety standard

There are also circumstances where homeowners or owners corporations can apply for an exemption from compliance if the pool is unable to have a safety barrier compliant with the prescribed safety standards.

Date of pool construction	Before 1 May 2013	Between 1 May 2013 and 30 April 2023	On or after 1 May 2023
A swimming pool area is unable to physically accommodate a safety barrier compliant with the prescribed safety standard	Yes	No	No
Compliance with the prescribed safety standard would be reasonably likely to require approval to remove a protected tree	Yes	No	No
Compliance would have a significant adverse effect on the heritage significance of a place or object registered under the <i>Heritage Act 2005</i>	Yes	No	No
Compliance would prevent a person with a disability from accessing the swimming pool	Yes	Yes	No
Documented plans to remove and not replace the swimming pool within 24 months	Yes	Yes	No

Offences and penalties apply for failing to notify of a change of circumstances that affects a ground on which an exemption was granted, and for failing to comply with a condition of an exemption.

Compliance certificates

Pools built, altered or installed before 1 May 2013 will need to obtain a compliance certificate before 1 May 2028 and lodge it with Government within 30 days of issue. Compliance certificates obtained during the transition period will be valid until 1 May 2032.

Pools built, altered or installed on or after 1 May 2013 are not required to obtain a compliance certificate by 1 May 2028 or lodge it with Government. This does not prevent a compliance certificate being obtained before then.

Offences and penalties may apply for failing to meet these obligations.

Maintaining safety around home swimming pools and spas

From 1 May 2024, all owners of a property with a swimming pool or spa are required to maintain their swimming pool or spa safety barriers as an effective and safe child-resistant barrier. All residents of a property with a swimming pool or spa must ensure that all doors, gates and covers providing access to the swimming pool or spa are kept securely closed when not in use. Offences and penalties may apply for failing to meet these obligations.

More information

For more information on the reforms and what they mean for you and your pool, including disclosure obligations on sale or lease of your property, visit the [Home Swimming Pool Safety Reforms](https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms) webpage on the ACT Government planning website: <https://www.planning.act.gov.au/projects-priorities/home-swimming-pool-safety-reforms>

If a home was built before 1990 it may contain dangerous asbestos material

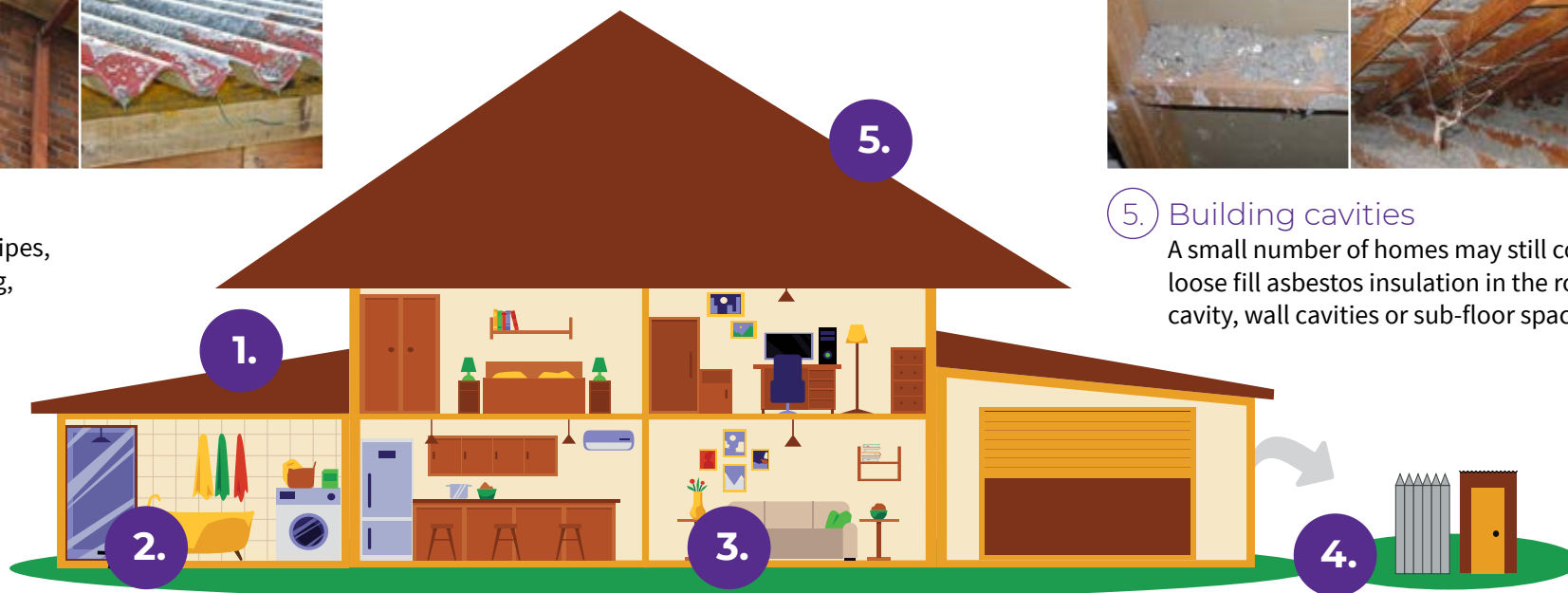
Identify where asbestos materials might be. Five common places are:



1. Exterior
roof sheeting, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards



5. Building cavities
A small number of homes may still contain
loose fill asbestos insulation in the roof
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen
wall and ceiling panels, vinyl floor tiles, backing for wall tiles
and splashbacks, hot water pipe insulation



3. Internal areas
wall and ceiling panels, carpet underlay,
textured paints, insulation in domestic
heaters



4. Backyard
fences, sheds, garages, carports, dog kennels, buried or
dumped waste, letterboxes, swimming pools

If a home was built before 1990 it may contain dangerous asbestos material

Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

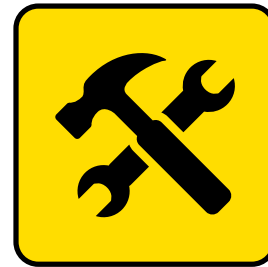
Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.