

Standard conditions for conduct of public auctions of residential property

- *1 No bids may be made for the seller of the property.
- OR
- *1 The auctioneer may make 1 bid for the seller of the property at any time during the auction.
- [*One of these alternatives must be deleted]
- 2 Each person bidding must be entered on the bidders record.
- 3 The auctioneer may refuse any bid.
- 4 The auctioneer may decide the amount by which the bidding is to be advanced.
- 5 The auctioneer may withdraw the property from sale at any time.
- 6 The auctioneer may refer a bid to the seller at any time before the end of the auction.
- 7 If there is a dispute about a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 8 If there is a dispute about a bid, the auctioneer is the sole arbiter and the auctioneer's decision is final.
- 9 The sale is subject to a reserve price unless the auctioneer announces otherwise.
- 10 The highest recorded bidder will be the buyer, subject to any reserve price.
- 11 If a reserve price has been set for the property and the property is passed in below the reserve price, the seller must first negotiate with the highest bidder for the purchase of the property.
- 12 The buyer must sign the contract and pay the deposit immediately after the fall of the hammer.

Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	14382	11	60	Turner
		and known as 18D David Street, Turner ACT 2612				
Seller	Full name	Todd St John Wills				
	ACN/ABN					
	Address	23 Baker Street, Ainslie, ACT 2602				
Seller Solicitor	Firm	Elevated Legal Advisory				
	Email	jonathon@elevatedlegal.com.au				
	Phone	0437 693 862	Ref: Jonathon Bellato			
	DX/Address	PO Box 5327, Braddon ACT 2612				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	HIVE Property				
	Email	michaelp@hiveproperty.co				
	Phone	0431 937 684	Ref: Michael Pead			
	DX/Address	Level 1/4 Campion Street, Deakin, ACT 2600				
Restriction on Transfer	Mark as applicable	☒ Nil ☐ section 370 ☐ section 280 ☐ section 306 ☐ section 351				
Land Rent	Mark one	☒ Non-Land Rent Lease ☐ Land Rent Lease				
Occupancy	Mark one	☒ Vacant possession ☐ Subject to tenancy				
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Contract				
Goods	Description	Fixed floor coverings, window treatments and light fittings as inspected				
Date for Registration of Units Plan		Not applicable				
Date for Completion		On or before 30 days from the Date of this Contract				
Electronic Transaction?		☐ No ☒ Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?		☐ No ☒ Yes				
Residential Withholding Tax	New residential premises?		☒ No		☐ Yes	
	Potential residential land?		☒ No		☐ Yes	
	Buyer required to make a withholding payment?		☒ No		☐ Yes (insert details on p.3)	
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?		☐ No		☐ Yes	
	Clearance Certificates attached for all the Sellers?		☐ No		☐ 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)		
	Balance			☐ Deposit by Instalments (clause 52 applies)		
Date of this Contract						

Co-Ownership	Mark one (show shares)	☐ Joint tenants	☐ 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	% 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 (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?	☐ No	☐ 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 the *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. Notice to Complete and Default Notice

- 18.1 If Completion does not take place in accordance with clause 2.8, either party may, at any time after the Date for Completion, serve the other party a Notice to Complete.
- 18.2 A Notice to Complete must appoint a time during business hours and a date being not less than 14* days after service of the Notice to Complete (excluding the date of service) by which and a place in Canberra at which to complete this Contract.
- 18.3 At the time the Notice to Complete is served the party serving the Notice to Complete must:
 - 18.3.1 not be in default; and

18.3.2 be ready willing and able to complete but for some default or omission of the other party.

- 18.4 Completion at the time date and place specified in the Notice to Complete is an essential term.
- 18.5 Where one party is in default (other than failing to complete) the other party may at any time after the default serve the party in default a Default Notice.
- 18.6 A Default Notice:
 - 18.6.1 must specify the default;
 - 18.6.2 must require the party served with the Default Notice to rectify the default within 7* days after service of the Default Notice (excluding the date of service), except in the case of a Default Notice for the purposes of clause 52.6, in which case the period specified in clause 52.6 will apply; and
 - 18.6.3 cannot be used to require a party to complete this Contract.
- 18.7 At the time the Default Notice is served, the party serving the Default Notice must not be in default.
- 18.8 The time specified in a Default Notice to rectify the specified default is an essential term.
- 18.9 Clauses 19 or 20 will apply as appropriate where the party served does not comply with the Notice to Complete or the Default Notice which complies with this clause.
- 18.10 If the party serving a notice under this clause varies the time referred to in the notice at the request of the other party, the time agreed to in the variation remains an essential term. The consent to the variation must be in writing and be served on the other party.
- 18.11 The parties agree that the time referred to in clauses 18.2 and 18.6.2 is fair and reasonable.

19. Termination — Buyer default

- 19.1 If the Buyer does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term then the Seller may by notice served on the Buyer terminate and may then keep, or recover and keep, the Deposit (except so much of it as exceeds 10% of the Price) and either:
 - 19.1.1 sue the Buyer for breach; or
 - 19.1.2 resell the Property and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the Buyer's default are

* 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 1 UP No. 14382
Block 11 Section 60 Turner
18D David Street, Turner ACT 2612

SPECIAL CONDITIONS

54. DEFINITIONS

In this contract:

- (a) **Contract** means this Contract including the General Conditions, these Special Conditions and any Schedule, Appendix or Annexure;
- (b) **FATA** means *Foreign Acquisitions and Takeovers Act 1975* (Cth)
- (c) **Foreign Person** means:
 - i. a "foreign person" as defined in section 21A as the meaning is extended by section 4(6) of the FATA; or
 - ii. a "person to whom this section applies" within the meaning of section 26A as section 26A is affected by section 5A of the FATA.
- (d) **General Conditions** General Conditions means the ACT Law Society Contract for Sale CS09-2021 or as updated by the Law Society from time to time.
- (e) **Loss** includes any cost, liability, loss, fine, penalty, suit, claim, damage or proceeding.
- (f) **Raise Issue** means any of (and any combination of) the following:
 - i. make any claim (for damages or otherwise);
 - ii. make any requisition;
 - iii. object;
 - iv. deduct, or seek to deduct, from any monies otherwise payable to the Seller;
 - v. retain, or seek to retain, any monies otherwise payable to the Seller;
 - vi. rescind this Contract;
 - vii. terminate this Contract;
 - viii. require works to be undertaken to the Building or Land;
 - ix. require any documents, certificates, approvals or similar; or
 - x. delay Completion.

55. GENERAL

- (a) This Contract cannot be varied, except in in writing, which must be agreed to and executed by all parties.
- (b) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.

- (c) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.
- (d) The laws applicable in the Australian Capital Territory govern this Contract, and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory and any courts competent to hear appeals from those courts.
- (e) If a clause or part of a clause is unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- (f) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.
- (g) This Contract is properly executed if each party executes either this document or an identical document. In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.
- (h) To the extent that General Conditions are inconsistent with these special conditions, these special conditions override the General Conditions.

56. GENERAL CONDITION AMENDMENTS

To the extent as permitted by law the General Conditions are amended as follows:

- (a) clause 22.1.1 is amended by inserting '0' before the '%' symbol;
- (b) clause 22.1.2 is amended by inserting '10' before the '%' symbol;
- (c) clause 26.2 is deleted and replaced with the following:
 - i. 26.2 To serve a notice a party must:
 - 1. 26.2.1 leave it at; or
 - 2. 26.2.2 send it by a method of post requiring acknowledgement of receipt by the addressee; or
 - 3. 26.2.3 send it by facsimile or electronic mail; or
 - 4. 26.2.4 by delivering to an appropriate place in the facilities of a document exchange system,

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 to that party's solicitor.

- (d) insert additional clause 26.4 as follows:
- i. 26.4 A notice is given:
 - 1. 26.4.1 if hand delivered, on the date of delivery;
 - 2. 26.4.2 if sent by facsimile transmission, on the date that the sender's facsimile machine records that the facsimile has been successfully transmitted in its entirety;
 - 3. 26.4.3 if sent by electronic mail, on the date the sender's electronic mail delivery system records that the electronic mail has been successfully transmitted in its entirety;
 - 4. 26.4.4 sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
 - 5. 26.4.5 sent by prepaid express post International airmail between countries, on the date that is 7 Business Days after the date of posting.

57. CONDITION OF PROPERTY

- (a) The Buyer warrants to the Seller that the Buyer is satisfied with the condition of the Property at the Date of this Contract including any legal and physical defects (latent or patent), infestations and dilapidation.
- (b) The Buyer acknowledges that the Seller has disclosed any Unapproved Structures on the Land and that, unless otherwise provided in this Contract. The Buyer must not Raise Issue or require the Seller to obtain the relevant approvals for the Unapproved Structures.
- (c) The Buyer acknowledges that the Seller makes no warranty as to the status of any contamination that may or may not be present on the Property including the soil, ground water or substrata. The Buyer relies on its own enquiries with regard to any contamination on the Property. The Buyer must not Raise Issue with regard to any contamination which may or may not be present on the Property.
- (d) The Buyer must not Raise Issue due to any matter in relation to the Seller or the Property which was disclosed to the Buyer, or was reasonably capable of being found or discovered by the Buyer had the Buyer undertaken the usual enquiries, investigations and searches about the Property as would reasonably be expected of a prudent Buyer, in a proper and diligent manner.
- (e) Notwithstanding any matter in clause 57(d) the Buyer may not Raise Issue in relation to any of the following matters:
 - i. any encroachment by or on the Property;
 - ii. any dispute regarding any dividing fence;
 - iii. requirements of an authority in relation to the Property;
 - iv. non-compliance of the Property with any law;

- v. the existence or non-existence of any services or utilities to or through the Property.

58. KEYS

The Seller will provide the Buyer with keys necessary to gain access to the dwelling on the Land, as well as any other keys in possession of the Seller on Completion. The Buyer must not Raise Issue regarding any keys provided, or not provided, by the Seller on Completion.

59. ADJUSTMENTS

- (a) If Completion does not occur on the Date for Completion due to the default of the Buyer, the Buyer acknowledges that Land Charges under General Condition 8.1 will be adjusted from the Date for Completion.
- (b) The Buyer acknowledges that notwithstanding clause 59(a), the Seller will remain entitled to the Income up to the date of Completion.

60. SELLER AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to the Seller, or the Property, by any person other than the Seller Agent, or in circumstances that would give rise to any claim for commission or remuneration with respect to the sale of the Property by any other person.
- (b) The Buyer indemnifies the Seller against any Loss arising from a breach of the warranty in clause 60(a).

61. ENTIRE AGREEMENT

The Buyer agrees that this Contract sets out the entire understanding between the parties concerning the subject matter of this Contract and that it supersedes any prior arrangement, contract or other agreement in relation to the subject matter of this Contract.

62. RELIANCE AND REPRESENTATIONS

The Buyer warrants to the Seller that it has entered into this Contract entirely on its own investigations and enquiries and does not rely on any representation by the Seller, Seller Solicitor or Seller Agent in relation to any matter in relation to the Property or this Contract.

63. FIRB APPROVAL

- (a) The Buyer warrants to the Seller that it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property ("**FIRB Approval**") and that the Treasurer cannot make an order under Part II of the FATA regarding the acquisition of the Property by the Buyer.
- (b) The Buyer indemnifies the Seller against all liability or loss suffered or incurred by the Seller which arises directly or indirectly from a breach of any of the obligations of the Buyer under this clause 63.

64. DIRECTOR GUARANTEE AND INDEMNITY

If the Buyer is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), the Buyer acknowledges and confirms the following:

- (a) each director of the Buyer must and will provide a signed personal guarantee in the form of the Guarantee and Indemnity attached as Annexure A on the Date of this Contract ('Guarantee'); and
- (b) that each director of the Buyer has, on the Date of this Contract, properly executed the Guarantee attached to this Contract and agree to guarantee that corporation's performance of its obligations under this Contract.
- (c) The Buyer acknowledges and agrees that this Clause 64 is an essential term of this Contract.

65. INSOLVENCY AND INCAPACITY

- (a) If the Buyer is a corporation and:
 - i. petition is presented for the winding up of the Buyer and is not stayed, withdrawn or discharged within 21 days or a resolution is passed by the Buyer for its winding up;
 - ii. an administrator or controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) is appointed over the whole or any part of the assets or undertakings of the Buyer;
 - iii. a liquidator is appointed in respect of the undertakings of the Buyer;
 - iv. becomes insolvent (as defined in section 9 of the *Corporations Act 2001* (Cth));
 - v. the Buyer enters any arrangement with its creditors in relation to the affairs of the Buyer,

then the Buyer will be deemed to be in default of this Contract and the Seller may terminate this Contract and General Condition 19 will apply.

- (b) A notice of termination under this clause 65 will not take effect during any stay period, as the term is defined in Section 451(E)(2) of the *Corporations Act 2001* (Cth)

- (c) If the Buyer is an individual and:
 - i. dies; or
 - ii. becomes incapable to manage their affairs due to unsoundness of mind,

then either party may rescind this Contract and General Condition 21 will apply.

ANNEXURE A: GUARANTEE AND INDEMNITY

In this Guarantee & Indemnity:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Guarantee & Indemnity which are not defined have the corresponding meaning given to them in the Contract which this Guarantee & Indemnity forms an Annexure to.
- (c) In consideration of the Seller entering the Contract with the Buyer at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under the Contract and the performance of all other obligations imposed on the Buyer under the Contract.
- (d) Each Guarantor indemnifies the Seller against any Loss incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under the Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the Guarantee & Indemnity.
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under the Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under the Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Guarantee & Indemnity are continuing and binds each Guarantor despite:
 - i. the death, bankruptcy or liquidation of any Guarantor;
 - ii. the resignation of any Guarantor as a director of the Buyer;
 - iii. any waiver or extension of time granted from the Seller to the Buyer;
 - iv. the Contract being held invalid or incomplete for any reason;
 - v. Completion of the Contract; or
 - vi. improper execution by the Buyer to the Contract.
- (h) Each Guarantor warrants that:
 - i. their obligations under this Guarantee & Indemnity are valid and binding;
 - ii. they are entering this Guarantee & Indemnity as an adult above the age of 18;
 - iii. are not acting in any capacity as a trustee; and

- iv. have been given an opportunity to seek independent legal and financial advice before entering this Guarantee & Indemnity.

Executed by in the presence of:

Signature

Signature of Witness

Name of Guarantor
(Please print)

Name of Witness
(Please print)

Volume 3007 Folio 8 Edition 5

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Turner Section 60 Block 11 on Deposited Plan 11730 with 19 units on Unit Plan 14382

Unit 1 (Class A) entitlement 84 of 1000, 3 subsidiaries

Lease commenced on 16/06/2021, terminating on 02/03/2120

Proprietor

TODD ST JOHN WILLS

18D DAVID STREET, TURNER ACT 2612

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
22/03/2024	3303249	Mortgage to NATIONAL AUSTRALIA BANK LIMITED (ACN: 004 044 937)

End of interests

ADMINISTRATIVE INTERESTS

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

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201732934	Development Application	06/12/2017	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	22/03/2018

Description

LEASE VARIATION - To consolidate blocks 2,3,4 and 5 and vary the Crown Lease to permit a maximum of twenty-two (22) dwellings

Volume 3007 Folio 7 Edition 2

AUSTRALIAN CAPITAL TERRITORY

TITLE SEARCH

LAND

Turner Section 60 Block 11 on Deposited Plan 11730 with 19 units on Unit Plan 14382

Lease commenced on 16/06/2021, terminating on 02/03/2120

COMMON PROPERTY

Proprietor

The Owners - Units Plan No 14,382

Vantage Strata, PO Box 919 Dickson ACT 2602

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
17/10/2024	3344678	Application to Note Special Resolution

End of interests

ADMINISTRATIVE INTERESTS

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

Territory Planning Authority - For further information concerning the following administrative interests, please refer to decided development application information available at <https://www.planning.act.gov.au/> or on the DA Finder App, available for download on iOS and Android mobile devices. Alternatively, please contact Access Canberra Land, Planning and Building Services at ACEPDcustomerservices@act.gov.au or 6207 1923. The Territory Planning Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

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LEASE VARIATION - To consolidate blocks 2,3,4 and 5 and vary the Crown Lease to permit a maximum of twenty-two (22) dwellings

SPECIAL RES

3344678

094 - SR

LODGING PARTY DETAILS

Name	GPO Box 2193 CANBERRA ACT 2601 Tel: 0418 658 376 sonia@settlementsact.com.au	Contact Telephone Number	Customer Reference Number
Settlements ACT	admin@settlementsact.com.au		UP 14382

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
3007:7	TURNER	60	11	UP 14382

DETAILS OF RULES BEING REGISTERED

DATE MEETING HELD (must be registered within 3 months)

THE OWNER'S CORPORATION RULES ARE TO BE AMMENDED IN ACCORANCE WITH THE DECISION MADE AT THE ANNUAL GENERAL MEETING HELD ON THE 23RD JULY 2024 AND RESOLVED BY THE OWNERS CORPORATION

23/07/2024

SUPPORTING DOCUMENTATION

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

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

COMMON SEAL OF OWNERS CORPORATION

(Seal may be affixed)



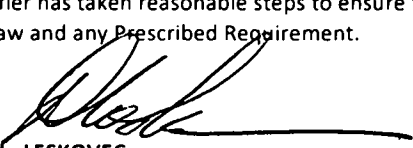
CERTIFICATION *Delete the inapplicable

Applicant

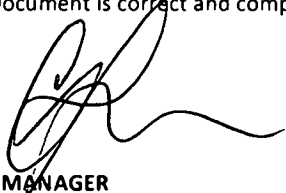
*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Signed By:


Daniel Kade LESKOVEC
BRANCH MANAGER

Witnessed By:


Carmel FISCHER
ADMINISTRATION MANAGER

for: Vantage Strata

on behalf of the Registered Proprietor/Managing Agent

VOI filed: Cat.3

--

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes ☐
Registered by	HB 17/10/2024	Registration Date	





ANNEXURE

Form 029 - ANN

Land Titles Act 1925

TITLE AND LAND DETAILS					
Volume & Folio	District/Division	Section	Block	Unit	Consideration (Only complete is if requesting transactions not be aggregated)
3007 : 7	TURNER	60	11		

ANNEXURE TO (insert dealing type)	TOTAL NUMBER OF PAGES IN ANNEXURE
SR	17

PARTIES TO DOCUMENT (Please state all parties this annexure relates to/supports)
The owners corporation Vantage Strata

Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions¹

A1 The Owners—Units Plan No 14382

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made— 23 July 2024 *Tick applicable box, or both boxes if applicable:*

- ☒ **Regularly convened** The general meeting was regularly convened (not following any adjournment under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).
- ☐ **Convened after adjournment** The general meeting was convened following an adjournment or adjournments (under UTMA s 3.9(3) or (6)(a), part 3.1, schedule 3).

A3 Reduced quorum decisions

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

Date of decision	Full text of reduced quorum decision
23 July 2024	See attached minutes

A4 Owners corporation declaration

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



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

¹ In this notice, *UTMA* means the *Unit Titles (Management) Act 2011*.

NOTICE OF REDUCED QUORUM DECISIONS

Part B **General information**

B1 *What is a reduced quorum decision?*

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

B2

- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's **date of effect**) (UTMA s 3.11 (1), part 3.1, schedule 3).



- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3) – (5), part 3.1, schedule 3)

B3 *How may reduced quorum decisions be disallowed?*

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

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

B4 *How may reduced quorum decisions be confirmed?*

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

B5 *How may reduced quorum decisions be revoked?*

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



**MINUTES OF THE ANNUAL GENERAL MEETING
OF THE OWNERS OF UP 14382
'TEMPUS'**

David Street & Forbes Street, TURNER, ACT, 2612

Venue: Vantage Strata Level 4, 'DKSN No.2', 23 Challis St, DICKSON, ACT, 2602

Date: Tuesday, 23 July 2024

Time: 05:30 PM

Present:

G Taylor	(Lot 3)	Owner present
R Raddatz & M Kerby	(Lot 5)	Owner present
E Primari	(Lot 9)	Owner present
A Dougan	(Lot 10)	Owner present
S P & G A Foulds	(Lot 12)	Owner present
K Howell	(Lot 13)	Owner present
M & R Ritchie	(Lot 16)	Owner present
D Firth	(Lot 18)	Owner present



Chairperson: M Kerby (Lot 5)

Additional Attendees: Amanda Som, Vantage Strata
Olivia Adams, Vantage Strata

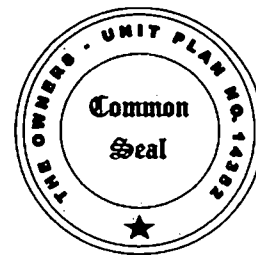
Apologies: Nil

Proxies: Nil

Absentee Votes: Nil

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 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*



CHAIRPERSON, PROXIES AND APOLOGIES

Item 1:

M Kerby (Lot 5) was confirmed as Chairperson. No apologies, absentee or proxy votes were received.

ADOPTION OF MINUTES

Motion 2 Ordinary Resolution:

It was resolved that the minutes of the previous General Meeting be confirmed.

Motion CARRIED

INSURANCE

Motion 3 Special Resolution:

It was resolved that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**Motion CARRIED
(No Dissent Noted).**

FINANCES

Motion 4 Ordinary Resolution:

It was resolved that the financial accounts for the period 16th of June 2023 to 15th of June 2024 as presented be accepted.

Motion CARRIED

ADMIN FUND EXPENDITURE BUDGET

Motion 5 Ordinary Resolution:

It was resolved that the Administration Fund expenditure budget of \$93,621.00 for the period 16th of June 2024 to 15th of June 2025 be adopted.

Motion CARRIED



ADMIN FUND CONTRIBUTION

Motion 6 Ordinary Resolution:

It was resolved that a contribution be determined to the Administration Fund equal to the sum of \$93,621.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 13th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

Motion CARRIED

SINKING FUND EXPENDITURE BUDGET

Motion 7 Ordinary Resolution:

It was resolved that the Sinking Fund expenditure budget of \$1,814.00 for the period 16th of June 2024 to 15th of June 2025 be adopted.

Motion CARRIED

SINKING FUND CONTRIBUTION

Motion 8 Ordinary Resolution:

The Sinking Fund Report dated 1st of January 2022 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$8,147.70.

It was resolved that a contribution of \$8,147.70 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 16th of June 2024 to 15th of June 2025 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 13th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

Sinking Fund Report

Dated: 1st of January 2002 Prepared
By: QIA Group Pty Ltd
Date To Be Reviewed: 1st of January 2005

Motion CARRIED

Please note a typo has been correct from the agenda pack. The Sinking Fund Report is dated 1st of January 2022. Clarification was sought regarding what is the owner's responsibility compared to strata. A Som advised that the maintenance plan covers all items that are covered by strata.

UPDATE SINKING FUND

Motion 9 Ordinary Resolution:

It was resolved that the Owners Corporation gives consent to the Executive Committee to obtain a report detailing a review of the sinking fund and associated collection. This review seeks to ensure that adequate funds are being collected for future major infrastructure works including conversion from gas to electricity (during or before 2045), electrical mains capacity upgrades and copper cladding works and that this report be presented to all Owners at the next General Meeting for adoption.

Motion CARRIED



CONTRACTS AND SERVICE AGREEMENTS

Motion 10 Ordinary Resolution:

It was resolved that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

Motion CARRIED

EXECUTIVE COMMITTEE (Election)

Motion 11 Ordinary Resolution:

It was resolved that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

Motion CARRIED

The following members were elected to the Executive Committee:

G Taylor (Chairman)	Lot 3
R Raddatz (Treasure)	Lot 5
K Howell (Member)	Lot 13
M Ritchie (Secretary)	Lot 16

The previous committee was thanked for their hard work.

MAINTENANCE PLAN (Obtain)

Motion 12 Ordinary Resolution:

It was resolved that the Owners Corporation authorise the Managing Agent to appoint QIA Group Pty Ltd to prepare a maintenance plan in the amount of \$672.00 (incl. GST) as required under the Unit Titles (Management) Act 2011.

Motion CARRIED

FIRE SAFETY REVIEW

Item 13:

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

A copy of the Annual Fire Safety Certificate was provided in the Annual General Meeting Agenda Pack.

Annual Fire Safety Certificate

Dated: 28th of May 2024
Prepared By: O'Neill & Brown Fire Services



RULES (ADOPTION AND REGISTRATION)

Motion 14 Special Resolution:

*It was resolved that the Owners Corporation resolve, by Special Resolution to:- a) rescind any existing registered rules.
b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).
c) accept that the updated rules will supersede and replace all other Rules previously in force.
d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

Motion CARRIED

DELEGATIONS AND APPOINTMENTS

Item 15:

The Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

DEFECTS

Item 16:

It was noted that the only current defects are the high safety system and rubber seals on the roof. Both defects are in the process of getting fixed.

CONTRACTS

Item 17:

No items were raised.

GENERAL BUSINESS

Item 18:

Instalment of Solar Panels was discussed. It was advised that the previous committee has investigated installing solar panels however ran into challenges with property rights. A Som to further investigate and send out a survey to owners to gauge interest.

It was noted that, as per the agreement/approval at the general meeting, all the sewage pipe rubber seals on the rooftop are to be replaced. The strata manager is to proceed with the work.

MEETING CLOSURE

There being no further business the meeting formally closed at **05:46 PM**.





Schedule 1 Default rules

(see s 7A)

1.1 Definitions-default rules

- (1) In these rules:
owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples-permission not unreasonably withheld

- safety considerations
- structural considerations

Example-permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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



01/11/20

Effective: 01/11/20

Schedule 1

Default rules

Rule 1.7

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.

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.



01/11/20

Default rules

Schedule 1

Rule 1.11

- (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).

R3
01/11/20

Unit Titles (Management) Regulation 2011
Effective: 01/11/20

page 13



UP14382- Tempus

Strata Committee Rule: Use of PowerPoints in Communal Garage Area

1. Purpose

This rule governs the use of PowerPoints located in the communal garage area to ensure fair and equitable use of common property and shared electricity costs.

2.Scope

This rule applies to all owners, residents, and visitors of the strata property.

3. Use of PowerPoints

3.1 The PowerPoints in the communal garage area are designated for short-term use only.

3.2 Permissible uses of the PowerPoints include, but are not limited to:

- Vacuuming the interior of a vehicle
- Inflating tires
- Operating small, portable power tools for minor vehicle maintenance

4. Prohibited Uses

4.1 The PowerPoints in the communal garage area must not be used for:

- Charging electric vehicles (EVs)
- Any other long-term or high-consumption electrical tasks

5. Rationale

5.1 The PowerPoints are common property, and the electricity drawn from them is paid for by all owners. 5.2 The high electricity consumption associated with charging electric vehicles is not equitable for all owners and places an unfair financial burden on the strata.

6. Enforcement

6.1 Any owner, resident, or visitor found using the PowerPoints in contravention of this rule will be subject to:

- A written warning for the first offense
- A fine or other penalties as determined by the strata committee for subsequent offenses

7. Amendments

This rule may be amended from time to time by a majority vote of the strata committee.



8. Effective Date

This rule is effective as of 21-08-2024.

Approval and Adoption

This rule was approved and adopted by the strata committee on 23-07-2024.



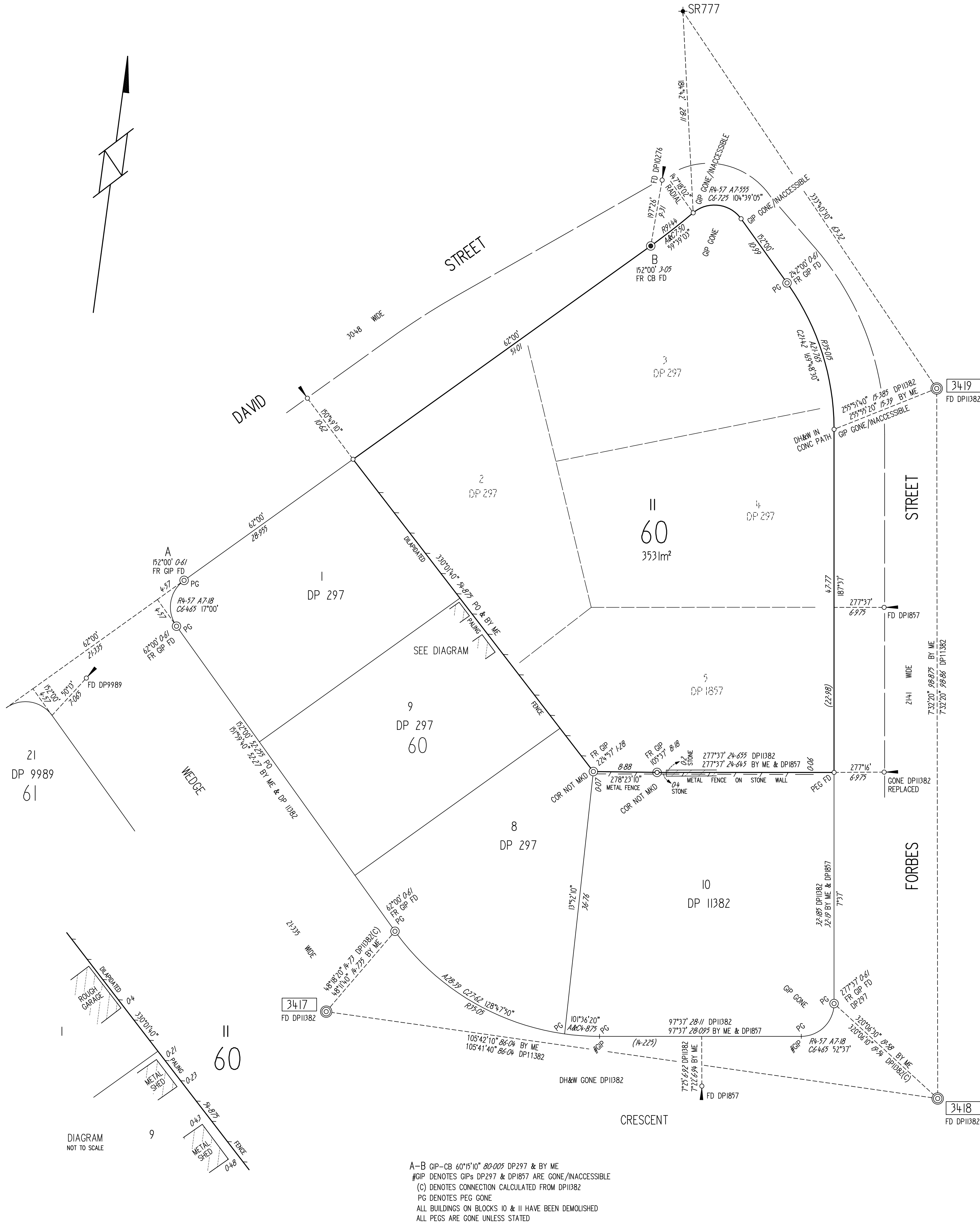
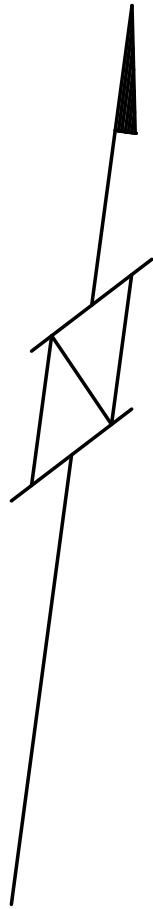
Strata Townhouse Complex CCTV Access Rules for Tempus Unit plan 14382

- 1. Purpose** This rules is enacted to ensure the responsible and lawful use of Closed-Circuit Television (CCTV) surveillance within the Tempus Turner Townhouses. The rules outlines the conditions under which CCTV footage can be accessed, preserving the privacy and security of residents while facilitating legal processes when necessary.
- 2. Access to CCTV Footage** Access to CCTV footage recorded within the Complex premises shall be restricted and controlled as follows:
 - 2.1. Police Report Requirement:** Access to CCTV footage shall only be granted to authorized individuals or entities following the submission of a valid police report. The report must pertain to a specific incident or suspected criminal activity that has occurred within the Complex or in proximity to its premises.
 - 2.2. Court Subpoena Requirement:** In the absence of a police report, access to CCTV footage may be granted in response to a court subpoena issued by a relevant judicial authority. The subpoena must specify the footage required and the legal basis for its retrieval.
 - 2.3. Authorized Personnel:** Access to CCTV footage shall be limited to designated personnel authorized by the Tempus Turner Management Committee or its appointed representatives. Such personnel may include but are not limited to security personnel, property managers, or individuals responsible for the maintenance and operation of the CCTV system.
 - 2.4. Purpose of Access:** Access to CCTV footage shall be permitted solely for the purpose of investigating incidents, identifying perpetrators, or aiding law enforcement agencies in their official duties. Any other use of CCTV footage, including but not limited to personal or commercial purposes, is strictly prohibited.
- 3. Confidentiality and Data Protection** All individuals granted access to CCTV footage shall be bound by strict confidentiality obligations. They shall not disclose or disseminate any footage or information obtained from the CCTV system to unauthorized persons or for unauthorized purposes.
- 5. Review and Amendments** These rules may be amended from time to time by a majority vote of the executive committee.
- 6. Effective Date** This rules is effective of (21-08-2024).
- 7. Interpretation** In case of any ambiguity or dispute regarding the interpretation or application of this rules, the decision of the Tempus Management Committee shall be final and binding.

Approval and Adoption: This rule was approved and adopted by the Executive committee on.



23-07-2024



A-B GIP-CB 60°15'10" 80.005 DP297 & BY ME
#GIP DENOTES GIPs DP297 & DP1857 ARE GONE/INACCESSIBLE
(C) DENOTES CONNECTION CALCULATED FROM DP11382
PG DENOTES PEG GONE
ALL BUILDINGS ON BLOCKS 10 & 11 HAVE BEEN DEMOLISHED
ALL PEGS ARE GONE UNLESS STATED

REFERENCE MARKS

- Denotes GIP in road 1.83 radially from TP
- " CB " " 3.05 " " TP
- " PLAQUE IN KERB
- " DEEP DRIVEN ROD
- " DH&W IN KERB
- (Except as otherwise shown)

NOTE:

All Easements are 2.44 metres wide
(Except as otherwise shown)

Azimuth: A-B (Strom)

Field Books:
Surveyor's Ref: 45585

M. & M. SURVEYS
admin@mmsurveys.com.au

I ROBERT C RICHARDS of 1/68 DACRE STREET, MITCHELL ACT 2911
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 Survey Practice Directions and was
completed on 28 JANUARY 2020

(Signature) 17.3.2020
Surveyor registered under the Surveyors Act 2007.

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

23 March 2020 Surveyor-General of the ACT

PLAN OF
BLOCK 11
BEING A CONSOLIDATION OF
BLOCKS 2,3,4&5 SECTION 60

DIVISION: TURNER
DISTRICT: CANBERRA CENTRAL
AUSTRALIAN CAPITAL TERRITORY

SCALE 1:300

5 0 5 10 15 20 METRES

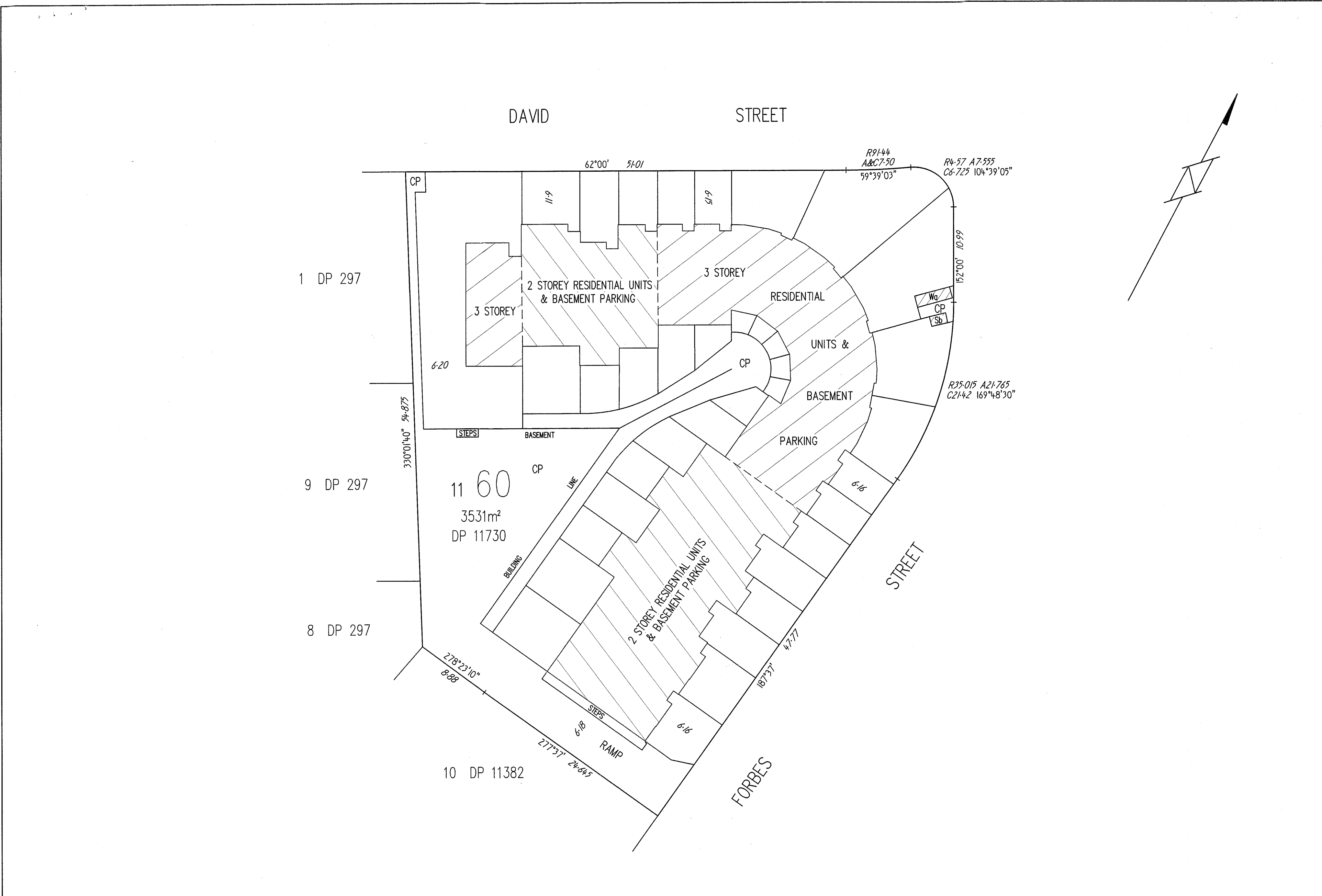
Deposited in the office of the Registrar of Titles at Canberra
In the Australian Capital Territory at
11:12 am, 20/04/2020

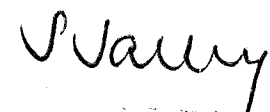
Approved

David Pryce
Registrar-General

Registrar of Titles

DEPOSITED PLAN
11730
AMENDS DP 297 & DP 1857



LAND TITLES ACCESS CANBERRA Chief Minister, Treasury and Economic Development Directorate	
Sheet No. 1 of 110	
SITE PLAN	
LAND DETAILS	
Block	11
Section	60
Division	TURNER
Deposited Plan Number	DP 11730
Volume/Folio	2455-36 3005:743
Class of Units (A or B)	A
SIGNED BY BOND PROJECTS GROUP 3 PTY LTD ACN 602 105 653 BY ITS SOLE DIRECTOR, WILLIAM SHANE O'NEILL	
 Signature of Lessee	
 Lyn Tanky Delegate of the ACT Planning and Land Authority 8 June 2021 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	
16 JUN 2021	
UNITS PLAN No. 14382	
XUP22256	

Form 1 Form 088 - SP	5 0 5 10 15 Graphic bar scale - SCALE 1: 300	SURVEYORS DECLARATION I, ROBERT RICHARDS of M. & M. SURVEYS admin@mmsurveys.com.au 1/68 DACRE STREET, MITCHELL ACT 2911 A surveyor registered under the Surveyors Act 2007, herby certify that: 1. The survey represented by the diagrams on forms 1 and 3 of this plan are accurate and was completed on (insert date) - 11 MAY 2021 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 of Registered Surveyor 11 MAY 2021 Dated	CROSS OUT EITHER OF ITEM 3 OR 3(a)-3(c), WHICHEVER DOES NOT APPLY — 3(a)-(c) CANNOT APPLY IF AN ENCROACHMENT OCCURS OVER A ROAD OR PUBLIC PLACE UNLESS THE ENCROACHMENT IS AN ATTACHMENT AS DEFINED BY THE UNIT TITLES ACT 2001. 3. Each building (including anything attached to it) or building in the course of erection on the parcel is wholly within the parcel. OR a) All units and unit subsidiaries 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 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.		UNIT 90/43 CONSTITUTION AVE, REID, ACT 2612 Address for Service of Notice	VANTAGE STRATA Name of Manager / Owners Corporation
		Units and Subsidiaries are subject to the provisions of Section 34 of the Unit Titles Act 2001, where applicable.						



SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
TURNER	60	11

Unit Plan No
14382

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	84	3	3007	8
2	64	3	3007	9
3	44	4	3007	10
4	44	4	3007	11
5	49	3	3007	12
6	49	3	3007	13
7	50	5	3007	14
8	52	4	3007	15
9	52	4	3007	16
10	51	5	3007	17
11	51	5	3007	18
12	48	3	3007	19
13	48	3	3007	20
14	46	4	3007	21
15	46	4	3007	22
16	46	4	3007	23
17	46	4	3007	24
18	65	4	3007	25
19	65	3	3007	26
Aggregate	1000	72	The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as	

Signed by BOND PROJECTS GROUP 3 PTY LTD
ACN: 602 105 653 BY ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL

Signature of Lessee

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

Dated Eighth this day of June 2024

Wally Lyn Tankey

Delegate of the Authority/Executive

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

Volume

Folio

3007

—

David Pryce
Registrar-General



Deputy Registrar-General

LEGEND

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
Cs DENOTES CAR SPACE
Cw DENOTES CHAINWIRE FENCE
Cy DENOTES COURTYARD
F DENOTES CARSPACE BOUNDARY IS FACE OF PIER
L DENOTES LIFT-UNIT 1 ONLY
Lb DENOTES LETTERBOX
Msb DENOTES MAIN SWITCHBOARD
P DENOTES PORCH
S DENOTES STAIRS WITH STORAGE UNDER
Sb DENOTES BRICK BLDG CONTAINING SPRINKLER BOOSTER
V DENOTES VOID-UNITS 18 & 19
W DENOTES FACE OF WALL IS SUBSIDIARY BOUNDARY/CP
Wa DENOTES BRICK BLDG CONTAINING WATER METERS
◇ DENOTES CONCRETE COLUMN 0.6x0.3
— DENOTES BUILDING LINE BELOW
RD DENOTES ROLLER DOOR
M DENOTES METAL FENCE

NOTES

UNITS AND SUBSIDIARIES ARE SUBJECT TO THE PROVISIONS OF SECTION 34 OF THE UNIT TITLES ACT 2001, WHERE APPLICABLE

UNIT BOUNDARIES & AREAS HAVE BEEN DETERMINED WITH REFERENCE TO THE CENTRELINE OF EXTERNAL & INTERNAL COMMON WALLS, UNLESS STATED OTHERWISE

BALCONY BOUNDARIES & AREAS HAVE BEEN DETERMINED BY THE OUTER FACE OF EXTERNAL UNIT WALLS & THE OUTER FACE OF MASONARY BALUSTRADES, UNLESS STATED OTHERWISE

COURTYARD BOUNDARIES & AREAS HAVE BEEN DETERMINED BY THE OUTER FACE OF EXTERNAL UNIT WALLS, METAL & CHAINWIRE FENCING, UNLESS STATED OTHERWISE FRONT COURTYARD AREAS INCLUDE PORCH

CARSPACES HAVE BEEN DETERMINED BY PAINTED LINES ON CONCRETE FLOOR. CARSPACES ARE 5.4 LONG BY 2.4 WIDE WITH AN AREA OF 12m,²UNLESS STATED OTHERWISE

ALL AREAS ARE APPROXIMATE & MAY CONTAIN COLUMNS & SERVICE DUCTS, WHICH ARE COMMON PROPERTY

THE POSITION OF WALL CENTRELINES HAVE BEEN ESTIMATED TO DETERMINE UNIT AREAS

AREAS ARE SHOWN FOR THE PURPOSES OF UNITS PLANS ONLY, AND MUST NOT BE USED FOR ANY OTHER PURPOSE

WHERE EAVE & GUTTER OVERHANGS UNIT BOUNDARY, THAT PART OF THE UNIT IS LIMITED HEIGHT TO THE UNDERSIDE OF THAT EAVE & GUTTER

STEPS, RAMP, MAIN SWITCHBOARD, SPRINKLER BOOSTER & WATER METERS ARE COMMON PROPERTY

UNIT IDENTIFIER				SUBSIDIARIES						SUBSIDIARY TOTAL
UNIT No	SHEET No	FLOOR	ADDRESS	CARSPACE		COURTYARD		BALCONY		
				SUB N°	SHEET N°	SUB N°	SHEET N°	SUB N°	SHEET N°	
1	4,5,6,7	BAS,GRD,1ST,2ND	18D DAVID STREET			1	5	2,3	6,7	3
2	4,5,6	BAS,GRD,1ST	18C DAVID STREET			1,2	5	3	6	3
3	4,5,6	BAS,GRD,1ST	18B DAVID STREET	1	4	2,3	5	4	6	4
4	4,5,6	BAS,GRD,1ST	18A DAVID STREET	1	4	2,3	5	4	6	4
5	4,5,6,7	BAS,GRD,1ST,2ND	16D DAVID STREET	1	4	2,3	5			3
6	4,5,6,7	BAS,GRD,1ST,2ND	16C DAVID STREET	1	4	2,3	5			3
7	4,5,6,7	BAS,GRD,1ST,2ND	16B DAVID STREET	1	4	2,3	5	4,5	6,7	5
8	4,5,6,7	BAS,GRD,1ST,2ND	16A DAVID STREET			1,2	5	3,4	6,7	4
9	4,5,6,7	BAS,GRD,1ST,2ND	75 FORBES STREET			1,2	5	3,4	6,7	4
10	4,5,6,7	BAS,GRD,1ST,2ND	73 FORBES STREET	1	4	2,3	5	4,5	6,7	5
11	4,5,6,7	BAS,GRD,1ST,2ND	71 FORBES STREET	1	4	2,3	5	4,5	6,7	5
12	4,5,6,7	BAS,GRD,1ST,2ND	69 FORBES STREET	1	4	2,3	5			3
13	4,5,6,7	BAS,GRD,1ST,2ND	67 FORBES STREET	1	4	2,3	5			3
14	4,5,6	BAS,GRD,1ST	65 FORBES STREET	1	4	2,3	5	4	6	4
15	4,5,6	BAS,GRD,1ST	63 FORBES STREET	1	4	2,3	5	4	6	4
16	4,5,6	BAS,GRD,1ST	61 FORBES STREET	1	4	2,3	5	4	6	4
17	4,5,6	BAS,GRD,1ST	59 FORBES STREET	1	4	2,3	5	4	6	4
18	4,5,6	BAS,GRD,1ST	57 FORBES STREET			1,2	5	3,4	6	4
19	4,5,6	BAS,GRD,1ST	55 FORBES STREET			1,2	5	3	6	3
				13		37		22		TOTAL 72

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

Sheet No. 2 of 16

FLOOR PLAN

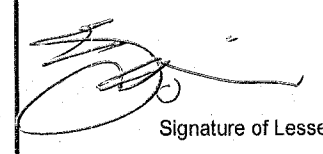
Block
11

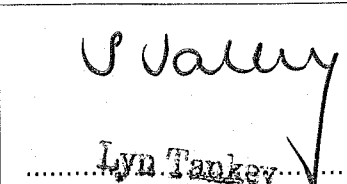
Section
60

Division
TURNER

FLOOR NUMBER
GROUND

SIGNED BY BOND
PROJECTS GROUP 3 PTY
LTD ACN 602 105 653
By ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL


Signature of Lessee


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

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

DAVID

STREET

62°00' 51.01

R91.44
A&C7.50
59°39'03"R4.57 A7.555
C6.725 104°39'05"

LAND TITLES

ACCESS CANBERRA

Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 4 of 10

FLOOR PLAN

Block

11

Section

60

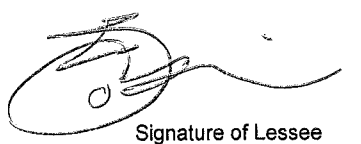
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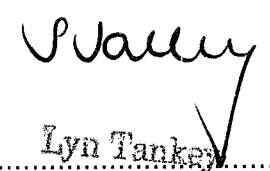
TURNER

FLOOR NUMBER

BASEMENT

SIGNED BY BOND
PROJECTS GROUP 3 PTY
LTD ACN 602 105 683
BY ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL


Signature of Lessee

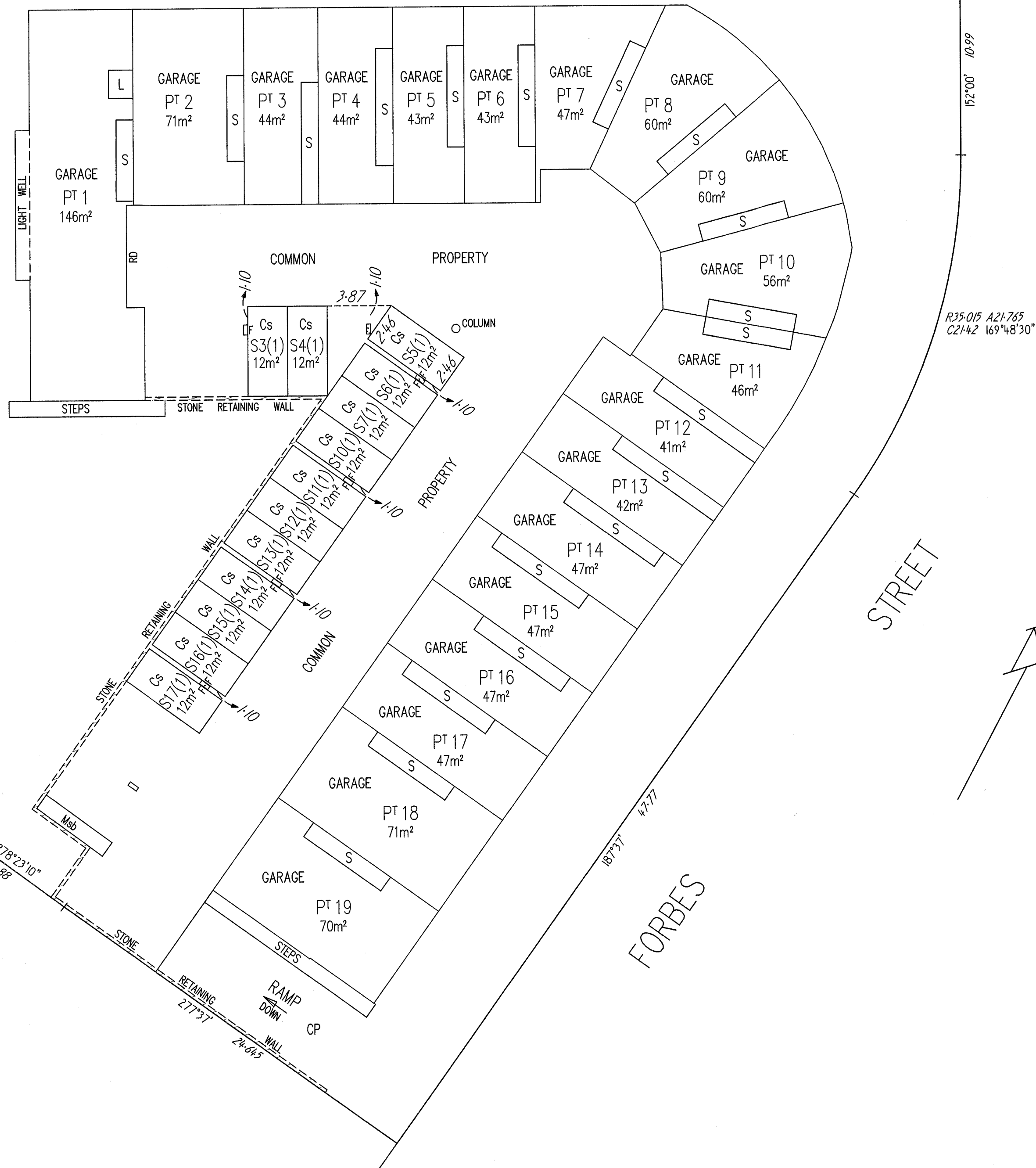

Lyn Tankey

Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

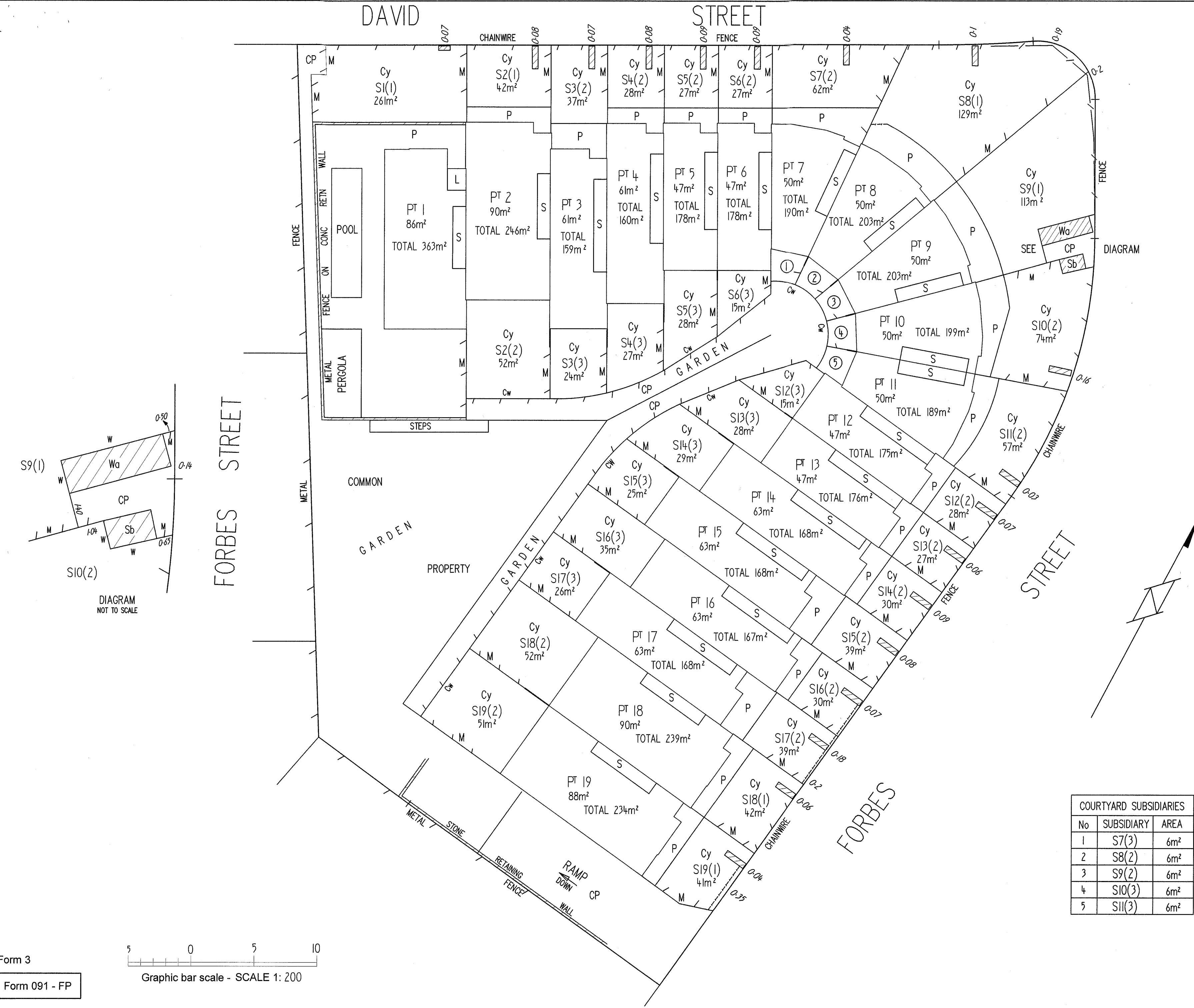
14382



Form 3

Form 091 - FP

5 0 5 10
Graphic bar scale - SCALE 1: 200



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

Sheet No. 5 of 10

FLOOR PLAN

Block
11

Section
60

Division
TURNER

FLOOR NUMBER
GROUND

SIGNED BY BOND
PROJECTS GROUP 3 PTY
LTD ACN 602 105 653
BY ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL

Signature of Lessee

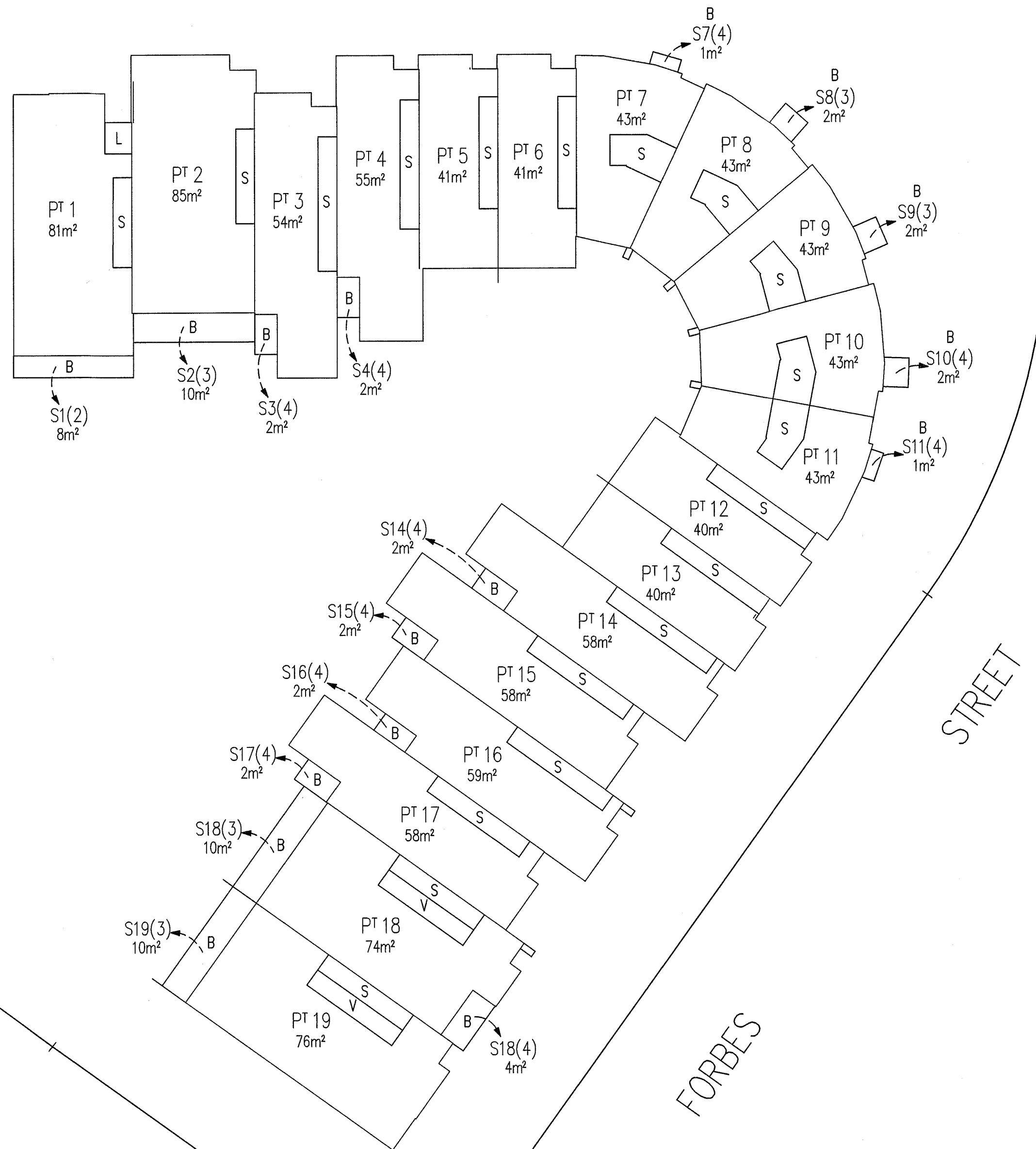
Lyn Tankey
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

COURTYARD SUBSIDIARIES		
No	SUBSIDIARY	AREA
1	S7(3)	6m ²
2	S8(2)	6m ²
3	S9(2)	6m ²
4	S10(3)	6m ²
5	S11(3)	6m ²

DAVID

STREET



STREET

FORBES

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 6 of 16

FLOOR PLAN

Block

11

Section

60

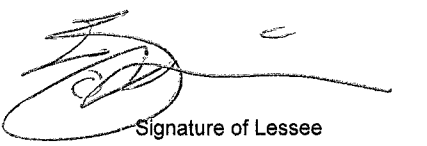
Division

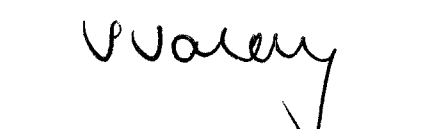
TURNER

FLOOR NUMBER

FIRST

SIGNED BY BOND
PROJECTS GROUP 3 PTY LTD
ACN 602 105 653 BY
ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL

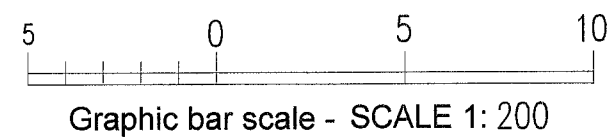

Signature of Lessee


Lyn Tenney
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

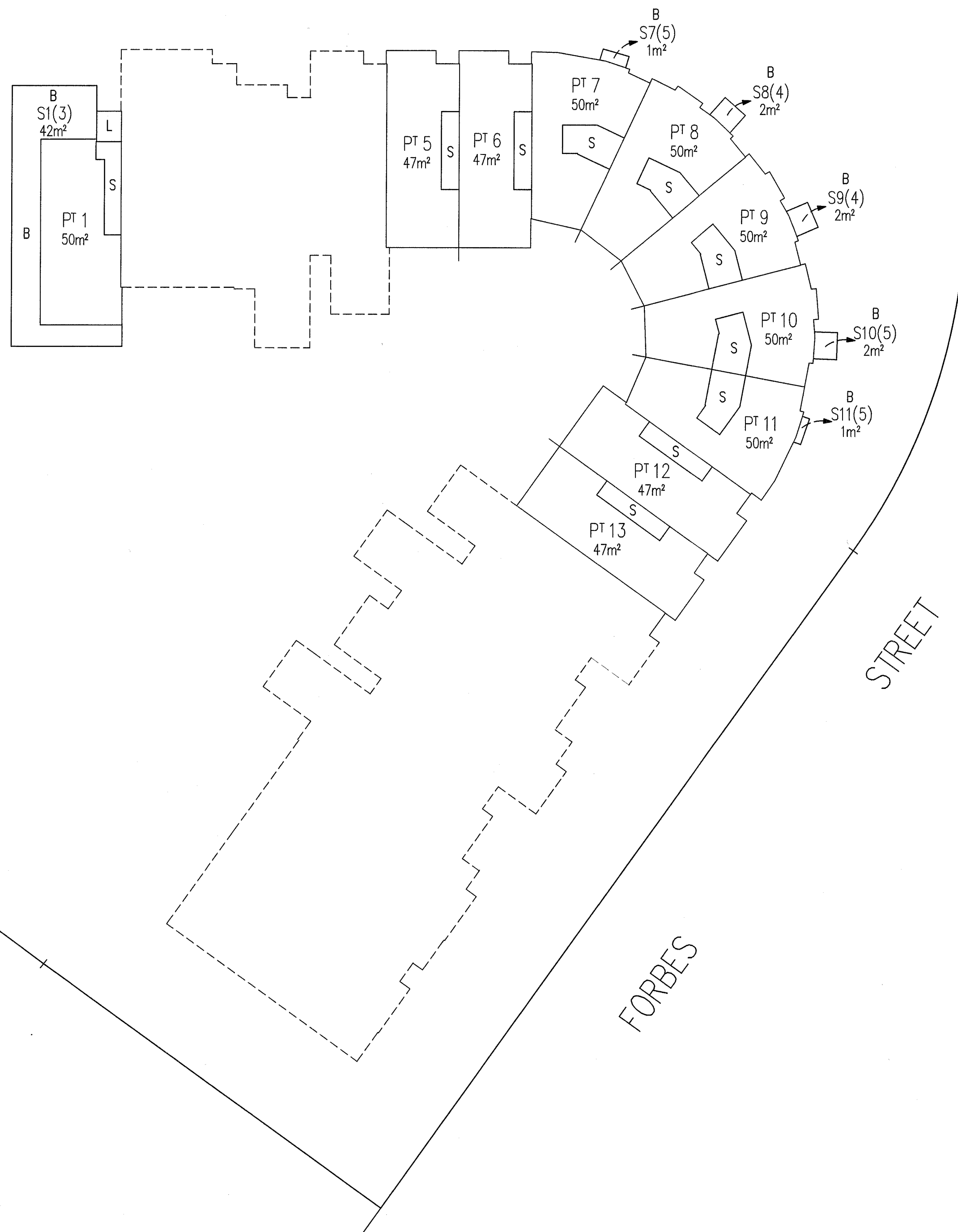
UNITS PLAN No.

14382



DAVID

STREET



STREET

FORBES

LAND TITLES

ACCESS CANBERRA
Chief Minister, Treasury and
Economic Development Directorate

Sheet No. 7 of 16

FLOOR PLAN

Block

11

Section

60

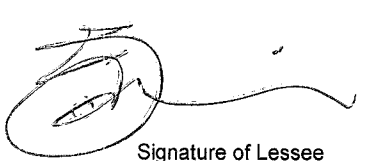
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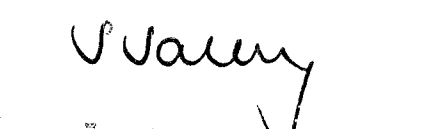
TURNER

FLOOR NUMBER

SECOND

SIGNED BY BOND
PROJECTS GROUP 3 PTY
LTD ACN: 602 105 653
BY ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL

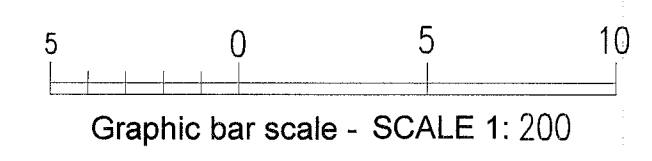

Signature of Lessee


Lyn Tankey
Delegate of the
ACT Planning and Land Authority

APPROVED UNDER THE UNIT TITLES ACT 2001,
AS THE UNITS PLAN FOR THE SUBDIVISION
OF THE ABOVE MENTIONED PARCEL OF LAND

UNITS PLAN No.

14382



FORM 4

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 14382

Block 11 Section 60 TURNER

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

1. The term of the lease of each of the units expires on the second day of March Two thousand one hundred and twenty.
2. The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.
3. Each Lessee of each of the Units Nos. 1 – 19 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:
 - (a) to pay to the Authority at Canberra the rent hereinbefore reserved and any other moneys payable under the lease within one month of the date of any demand made by the Authority relating thereto and served on the Lessee;
 - (b) to use the unit as a single dwelling only;
 - (c) not to use any unit subsidiary to that unit as a habitation;
 - (d) not to make any structural alterations to the unit without the previous approval in writing of the Authority, except where exempt by law;
 - (e) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority the unit excluding any defined parts under the provisions of the Unit Titles Act 2001;
 - (f) if and whenever the Lessee fails to maintain repair or keep in repair the unit the Authority may by notice in writing to the Lessee specifying the wants of repairs require the Lessee to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement is beyond reasonable repair the Authority may

WON W

require the Lessee to remove a building or part of a building or other improvement and if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Lessee has not effected the said repairs or removed the said building part of the building or other improvement any person or persons duly authorised by the Authority with such equipment as is necessary may enter the unit and effect the said repairs or demolish and remove the building part of the building or other improvement and all expenses incurred by the Authority in effecting such repairs or demolition and removal 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;

- (g) to permit any person or persons authorised by the Authority to enter the unit at all reasonable times and in any reasonable manner and inspect the unit;
- (h) 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 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;
- (i) that the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;
- (j) that the Lessee shall not, without the previous consent in writing of the Territory, remove any tree:
 - (i) that has been identified in a development approval for retention during the period allowed for construction of the building; or
 - (ii) to which the Tree Protection Act 2005, applies;
- (k) all minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.

x hbn w

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

- (a) 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;
- (b) that if:
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent or other moneys shall have been formally demanded or not); or
 - (ii) the said unit is at any time not used for a period of one year for the purpose for which this lease is granted; or
 - (iii) the Lessee shall commit or suffer a breach of any other covenant contained or implied in this lease;

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;

- (c) that acceptance of rent or other moneys by the Authority during or after any period referred to in Clauses 4(b)(i), (ii) or (iii) of this lease shall not prevent or impede the exercise by the Authority of the powers conferred upon it by the said Clauses;
- (d) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (e) 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 its registered office or at the usual or last-known address of the Lessee or affixed in a conspicuous position on the unit;
- (f) 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:

x hbr w

- (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 the 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.

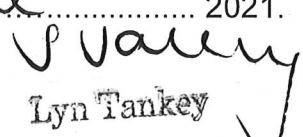
5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;
- (d) "dwelling" has the same meaning as in the Planning and Development Regulation 2008;
- (e) "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 said persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy be deemed to include the said persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (f) "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;

thaw w

- (g) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (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 including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (j) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (k) words in the singular include the plural and vice versa;
- (l) words importing one gender include the other genders;
- (m) 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 the Eighth day of June 2021.


Lyn Tankey

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


LESSEE: **BOND PROJECTS GROUP 3 PTY LIMITED ACN 602 105 653**

40w

FORM 5

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 14382

Block 11 Section 60 Division of TURNER

**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 second day of March Two thousand one hundred and twenty.
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. 14382 (“the Owners Corporation”) covenants with the 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 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 Owners Corporation;
 - (b) to use the common property for some or all of the following uses; carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other use approved by the Owners Corporation **PROVIDED THAT** these uses are consistent with the permitted purposes of the units;
 - (c) not to erect any building or make any structural alterations in any building or part of a building or other improvements on the common property without the previous approval in writing of the Authority, except where exempt by law;
 - (d) at all times during the term of the lease to maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the parcel of land forming the common property;

X 14382 W

- (e) except where necessary for compliance with Clause 3(d) of this clause not to install any services or make any alterations in any of the services or any part of the services situated in or on the parcel of land forming the common property without the previous approval in writing of the Authority;
- (f) if and whenever the Owners Corporation fails to maintain repair or keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the wants of repairs require the Owners Corporation to effect repairs in accordance with the said notice or if the Authority is of the opinion that a building part of a building or other improvement or any part or parts of the services are beyond reasonable repair the Authority may require the Owners Corporation to remove a building part of a building or improvement or to replace the part or parts of the services if after the expiration of one month from the date of receipt of the said notice or such longer time as the Authority may in writing allow the Owners Corporation has not effected the said repairs or removed the said building part of the building or the improvement or replaced the part or parts of the services any person or persons duly authorised by the Authority with such equipment as is necessary may enter the common property and effect the said repairs or demolish and remove the building part of the building or the improvement or replace the part or parts of the service and all expenses incurred by the Authority in effecting such repairs or demolition or removal or replacement shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;
- (g) 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;
- (h) 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 premises is suitably screened from public view;



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

- (a) that if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
- (b) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
- (c) any and every right power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
 - (i) the Authority;
 - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
 - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

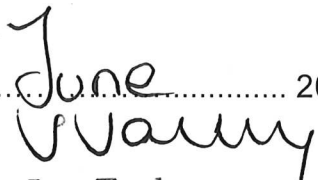
5. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;

x hbn w

- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No. 14382';
- (d) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (e) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (f) "Territory" means:
 - (i) when used in a geographical sense the Australian Capital Territory; and
 - (ii) when used in any other sense the body politic established by Section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (g) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (h) words in the singular include the plural and vice versa;
- (i) words importing one gender include the other genders;
- (j) 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 the Eighth day of June 2021.


Lyn Tankey

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


LESSEE: **BOND PROJECTS GROUP 3 PTY LIMITED ACN 602 105 653**

now



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	1	Block	11	Section	60	Suburb	TURNER
------	---	-------	----	---------	----	--------	--------

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)	()	()

Certificate Number:

Dated:

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

4. Has an application for Subdivision been received under the Unit Titles Act?	(see report)
5. Has the Property been nominated for provisional registration, provisionally registered or registered in accordance with provisions of the Heritage Act 2004?	(see report)
6. If an application has been determined, is the land subject to 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: 28-NOV-25 12:49:53

E-mail Address :

actenquiries@infotrack.com.au

Client Reference :

20250863 - 180146539



ACCESS CANBERRA
LAND, PLANNING & BUILDING SERVICES
8 Darling Street
MITCHELL ACT 2911

INFORMATION ABOUT THE PROPERTY

TURNER Section 60/Block 11/Unit 1

Building Class: A

Area(m2): 3,530.9

Unimproved Value: \$4,750,000

Year: 2025

Subdivision Status: Application received under the Unit Titles Act.

Heritage Status: Nil.

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.



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PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

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DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA201732934 **Lodged** 06-DEC-17 **Type** See Subclass

-- Application Details -----

Description

LEASE VARIATION - To consolidate blocks 2,3,4 and 5 and vary the Crown Lease to permit a maximum of twenty-two (22) dwellings

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	2-2	
Canberra Central	Turner	60	3-3	
Canberra Central	Turner	60	4-4	
Canberra Central	Turner	60	5-5	
Canberra Central	Turner	60	11-11	

-- Involved Parties -----

Role	Name
Representor	Roy Mcandrew & Lorraine Tomlin
Representor	Colin Hauff
Lessee	Teresa Staltari
Lessee	Rita Lidia Brokans
Lessee	Bond Projects Group Pty Ltd
Applicant	Canberra Town Planning Pty Ltd
Representor	Samuel Cornell
Representor	Mandryk, J

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional



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Application DA201732772 **Lodged** 13-NOV-17 **Type** See Subclass

-- Application Details -----

Description

AMENDMENT TO APPROVED DA201732772. Amendment to the development application for proposal for multi unit development - the amendment is changes to finish floor and parapet levels, overall widths and layout of units and basement, windows, building articulation, gross floor area, landscaping, addition of substation enclosure and associated works

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	2-2	
Canberra Central	Turner	60	3-3	
Canberra Central	Turner	60	4-4	
Canberra Central	Turner	60	5-5	
Canberra Central	Turner	60	11-11	

-- Involved Parties -----

Role	Name
Representor	Colin Hauff
Representor	Samuel Cornell
Lessee	Teresa Staltari
Lessee	Catherine Ann Thwaite
Lessee	Bond Projects Group Pty Ltd
Lessee	Gavan Patrick Desmond
Lessee	Helen Ann Conolly
Lessee	Robert Ross Conolly
Lessee	Rita Lidia Brokans
Applicant	Canberra Town Planning Pty Ltd
Representor	John Mandryk
Representor	Antony Burnham
Representor	Janette & Paul Wojtaszak
Representor	Roy Mcandrew
Representor	Mcintyre, C
Representor	Liberatore, Melissa

-- Activities -----

Activity Name	Status
Merit Track	Refused
Da - Reconsideration	Approval Conditional



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PLANNING AND LEASE MANAGER (PaLM)
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Application DA934616 **Lodged** 02-AUG-93 **Type** Single Dwelling

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	3-3	
Canberra Central	Turner	60	11-11	

-- Involved Parties -----

Role	Name
Applicant	Desmond

-- Activities -----

Activity Name	Status
D+S Residential-Single House	Refused

Application DA932151 **Lodged** 13-APR-93 **Type** Order

-- Application Details -----

Description

-- Site Details -----

District	Division	Section	Block(s)	Unit
Canberra Central	Turner	60	3-3	
Canberra Central	Turner	60	11-11	

-- Involved Parties -----

Role	Name
Applicant	Leonards

-- Activities -----

Activity Name	Status
Orders-La	Refused
Orders-Actpa	Deemed Refused

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->



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PLANNING AND LEASE MANAGER (PaLM)
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assessments/development-applications/check-if-you-need-a-da

Sect	Blk	DA No.	Description	Overlay Policy	Status
43	9	202442800	PLANNING ACT 2023 - AMENDMENT TO DA202442800 - S168C PROPOSAL FOR MULTI-UNIT RESIDENTIAL DEVELOPMENT AND LEASE VARIATION. Amendment to development application for Demolition of existing single dwelling and associated structures, construction of multi unit residential building comprising of 3 three-storey dwellings with associated garages, tree removal, landscaping and associated works. Lease variation to permit 3 dwellings which is still under consideration - the amendment is to allow diversity of plant species to improve biodiversity and to provide amended plans to show proposed trees onsite and landscape plan to reflect the retention of tree S2.	Approval Conditional	26-MAY-25
60	8	202342514	PLANNING & DEVELOPMENT ACT 2007 - LEASE VARIATION - To vary the Crown lease by specifying a maximum of three dwellings.	Approval Conditional	02-APR-25
60	8	202342509	PLANNING & DEVELOPMENT ACT 2007 - PROPOSAL FOR MULTI TOWNHOUSE DEVELOPMENT - demolition of the existing dwelling, construction of 3 three storey townhouses, basement, garages, driveway works, landscaping and associated works.	Approval Conditional	10-MAY-24

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.



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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

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 Titles (Management) Act 2011

UNIT TITLE CERTIFICATE

SECTION 119

Units Plan No. 14382 Lot No. 1 Unit No. 18D

Unit Owner/Eligible Person: Todd St John Wills

Todd St John Wills
18D David Street,
TURNER ACT 2612

1. Committee Details

Rosalind Raddatz	
Matthew Ritchie	
Steven Brown	
Delwyn J Madge	

C/O - Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602
02 6171 9700

2. Corporations Manager

The name and contact details of the corporations manager:

Michael Marais
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

3. Records

The place where the corporation's records can be inspected and contact details:

Michael Marais
Vantage Strata Pty Ltd
ABN: 79602359482
Level 4, DKS No 2.
23 Challis Street
DICKSON ACT 2602

4. Insurance Policy Details

Type	Insurer	Policy No.	Coverage	Renewal Date	Premium/Excess
Building/Common Property	Longitude Insurance Pty Ltd	LNG-STR-20232121	\$20,340,000.00	31/03/2026	\$24,262.57
Common Area Contents			\$203,400.00		
Loss of Rent/Temp Accommodation			\$3,051,000.00		
Lot Owners Fixtures & Improvements			\$300,000.00		
Public Liability			\$10,000,000.00		
Office Bearers			\$500,000.00		
Fidelity			\$100,000.00		

5. Contributions and Special Purpose Funds

5.1 The period the contributions and special purpose funds for the unit are for: (01/08/2025 - 31/07/2026)

5.2

Due Date	Details	Admin Fund	Sinking Fund	Amount Paid
30/08/2025	Standard Levy Contribution Schedule	\$2,310.02	\$298.78	\$2,608.80
15/10/2025	Charge for arrears notice dated 15/10/2025 - Contribution Schedule	\$55.00	\$0.00	\$55.00
01/11/2025	Standard Levy Contribution Schedule	\$2,310.02	\$298.78	\$2,608.80
01/02/2026	Standard Levy Contribution Schedule	\$2,310.02	\$298.78	\$0.00
01/05/2026	Standard Levy Contribution Schedule	\$2,310.02	\$298.78	\$0.00
Admin Fund Contributions				\$9,295.08
Sinking Fund Contributions				\$1,195.12
Total Contributions				\$10,490.20
Amount (if any) outstanding				\$0.00
Interest (if any) on outstanding amount				\$0.00
Amount (if any) in credit				\$0.00

5.3 The balance of the fund for the Owners Corporation as at the date of this certificate:

Admin Fund\$59,789.06 Sinking Fund \$22,260.65 Total \$82,049.71

6. Developer Control Period

Developer control period expiry date: 15/08/2021

7. Borrowings

Loan Amount: N/A
Loan Tenure:
Loan Start date:
Interest Rate:
Bank:

8. Sustainability Infrastructure

Sustainability Infrastructure: N/A

9. Planning and Land Authority Crown Lease Extension

Lease Expiry Date: 02/03/2120

10. Swimming Pool

Does the Units Plan have a regulated swimming pool? No

If yes, refer to **attached** documents prescribed by regulation.

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

Date: 01/12/2025 The Common Seal of The Owners – Units Plan No 14382 Was hereunto affixed in The presence of  Signature: _____	
--	--

Vantage Strata Pty Ltd

Level 4, DKS No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482
Ph: 02 6171 9700 Email: info@vantagestrata.com.au
Printed: 01/12/2025 09:55 am User: Syarifah Zanuddin

Contracts Register
14382 Tempus David Street & Forbes Street

Contractor Name and Address: Fairy Services		Details of Duties: Gardening Maintenance	
		Delegated Powers:	
		Basis of Renumeration:	
		Commencement Date: 06/11/2023	Termination Date: 16/11/2026
		Terms:	Options:
		Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: Jim's Termite & Pest Control (Yass) 21 Meehan St YASS NSW 2582		Details of Duties: Pest Control Services	
		Delegated Powers:	
		Basis of Renumeration:	
		Commencement Date: 31/03/2025	Termination Date: 30/03/2026
		Terms: 1 year	Options:
		Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: O'Neill & Brown Fire PO Box 606 QUEANBEYAN NSW 2620		Details of Duties: Fire Protection Services	
		Delegated Powers:	
		Basis of Renumeration:	
		Commencement Date: 25/05/2023	Termination Date: 24/05/2026
		Terms: 3 years	Options:
		Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: VANTAGE STRATA PTY LTD PO Box 919 DICKSON ACT 2602		Details of Duties: Strata Management Agreement	
		Delegated Powers:	
		Basis of Renumeration:	
		Commencement Date: 16/06/2023	Termination Date: 15/06/2026
		Terms: 3 years	Options:
		Copy of Agreement on File? N	Workers Comp No:
Contractor Name and Address: Water Tight - ACT PO Box 6273 O'CONNOR ACT 2602		Details of Duties: Hydraulic Maintenance	
		Delegated Powers:	
		Basis of Renumeration:	
		Commencement Date: 15/04/2024	Termination Date: 14/04/2027
		Terms: 3 years	Options:
		Copy of Agreement on File? N	Workers Comp No:

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

Printed: 01/12/2025 09:50 am User: Syarifah Zanuddin

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OWNER LEDGER from 01/03/23 to 01/12/25 Contribution Schedule

U/Plan: 14382 **Units:** 19 **Lots:** 19
Building Address: David Street & Forbes Street
:
Suburb: TURNER **State:** ACT **Post Code:** 2612
Building Name: Tempus
GST?: No **ABN:** 15605832027
Manager: Michael Marais

Lot 1	Unit 18D	Todd St John Wills			
Date	Ref	Details	Debit	Credit	Balance
01/03/23		Opening Balance	\$0.00	\$0.00	\$0.00
15/03/23	108	Levy Contribution From: 16/03/2023 To: 15/06/2023	\$1,753.11	\$0.00	\$1,753.11 DR
15/03/23	165	Levy Contribution From: 16/03/2023 To: 15/06/2023	\$73.50	\$0.00	\$1,826.61 DR
27/03/23	183	Receipt; Levy Contribution for 16/03/2023 to 15/06/2023 Levy Ref# 108	\$0.00	\$1,753.11	\$73.50 DR
27/03/23	184	Receipt; Levy Contribution for 16/03/2023 to 15/06/2023 Levy Ref# 165	\$0.00	\$73.50	\$0.00
10/08/23	196	Standard Levy Contribution Schedule From: 16/06/2023 To: 15/09/2023	\$1,774.50	\$0.00	\$1,774.50 DR
11/08/23	225	Receipt; Standard Levy Contribution Schedule for 16/06/2023 to 15/09/2023 Levy Ref# 196	\$0.00	\$1,774.50	\$0.00
09/10/23	245	Receipt; Standard Levy Contribution Schedule for 16/09/2023 to 15/12/2023 Levy Ref# 197	\$0.00	\$1,774.50	\$1,774.50 CR
30/10/23	197	Standard Levy Contribution Schedule From: 16/09/2023 To: 15/12/2023	\$1,774.50	\$0.00	\$0.00
15/01/24	198	Standard Levy Contribution Schedule From: 16/12/2023 To: 15/03/2024	\$1,774.50	\$0.00	\$1,774.50 DR
22/01/24	272	Receipt; Standard Levy Contribution Schedule for 16/12/2023 to 15/03/2024 Levy Ref# 198	\$0.00	\$1,774.50	\$0.00
22/02/24	276	Special Levy - GM 11/12/23	\$2,301.68	\$0.00	\$2,301.68 DR
27/02/24	290	Receipt; Special Levy - GM 11/12/23 Levy Ref# 276	\$0.00	\$2,301.68	\$0.00
15/04/24	199	Standard Levy Contribution Schedule From: 16/03/2024 To: 15/06/2024	\$1,774.50	\$0.00	\$1,774.50 DR
15/05/24	305	Charge for arrears notice dated 15/05/2024	\$55.00	\$0.00	\$1,829.50 DR
15/05/24	307	Cancelled: Charge for arrears notice dated 15/05/2024	\$0.00	\$55.00	\$1,774.50 DR
15/05/24	331	Receipt; Cancelled: Charge for arrears notice dated 15/05/2024 Levy Ref# 305	\$0.00	\$55.00	\$1,719.50 DR
15/05/24	332	Receipt; Cancelled: Charge for arrears notice dated 15/05/2024 Levy Ref# 307	\$55.00	\$0.00	\$1,774.50 DR
15/05/24	336	Receipt; Standard Levy Contribution Schedule for 16/03/2024 to 15/06/2024 Levy Ref# 199	\$0.00	\$1,774.50	\$0.00
13/08/24	310	Standard Levy Contribution Schedule From: 16/06/2024 To: 15/09/2024	\$2,137.15	\$0.00	\$2,137.15 DR

Vantage Strata Pty Ltd

Level 4, DKSN No 2., 23 Challis Street DICKSON ACT 2602 ABN: 79602359482

Ph: 02 6171 9700 Email: info@vantagestrata.com.au

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OWNER LEDGER from 01/03/23 to 01/12/25 Contribution Schedule

U/Plan: 14382 **Units:** 19 **Lots:** 19
Building Address: David Street & Forbes Street
:
Suburb: TURNER **State:** ACT **Post Code:** 2612
Building Name: Tempus
GST?: No **ABN:** 15605832027
Manager: Michael Marais

Lot 1	Unit 18D	Todd St John Wills (Continued)			
Date	Ref	Details	Debit	Credit	Balance
19/08/24	370	Receipt; Standard Levy Contribution Schedule for 16/06/2024 to 15/09/2024 Levy Ref# 310	\$0.00	\$2,137.15	\$0.00
30/10/24	311	Standard Levy Contribution Schedule From: 16/09/2024 To: 15/12/2024	\$2,137.15	\$0.00	\$2,137.15 DR
30/10/24	390	Receipt; Standard Levy Contribution Schedule for 16/09/2024 to 15/12/2024 Levy Ref# 311	\$0.00	\$2,137.15	\$0.00
30/01/25	312	Standard Levy Contribution Schedule From: 16/12/2024 To: 15/03/2025	\$2,137.15	\$0.00	\$2,137.15 DR
31/01/25	416	Receipt; Standard Levy Contribution Schedule for 16/12/2024 to 15/03/2025 Levy Ref# 312	\$0.00	\$2,137.15	\$0.00
30/04/25	313	Standard Levy Contribution Schedule From: 16/03/2025 To: 15/06/2025	\$2,137.15	\$0.00	\$2,137.15 DR
16/06/25	393	Charge for arrears notice dated 16/06/2025	\$55.00	\$0.00	\$2,192.15 DR
16/06/25	439	Receipt; Standard Levy Contribution Schedule for 16/03/2025 to 15/06/2025 Levy Ref# 313 Interest Paid	\$0.00 \$0.00	\$2,137.15 \$27.52	\$55.00 DR
16/06/25	440	Receipt; Charge for arrears notice dated 16/06/2025 Levy Ref# 393	\$0.00	\$55.00	\$0.00
30/08/25	395	Standard Levy Contribution Schedule From: 01/08/2025 To: 31/10/2025	\$2,608.80	\$0.00	\$2,608.80 DR
15/10/25	476	Charge for arrears notice dated 15/10/2025	\$55.00	\$0.00	\$2,663.80 DR
15/10/25	467	Receipt; Standard Levy Contribution Schedule for 01/08/2025 to 31/10/2025 Levy Ref# 395 Interest Paid	\$0.00 \$0.00	\$2,608.80 \$32.88	\$55.00 DR
15/10/25	468	Receipt; Charge for arrears notice dated 15/10/2025 Levy Ref# 476	\$0.00	\$55.00	\$0.00
01/11/25	396	Standard Levy Contribution Schedule From: 01/11/2025 To: 31/01/2026	\$2,608.80	\$0.00	\$2,608.80 DR
17/11/25	492	Receipt; Standard Levy Contribution Schedule for 01/11/2025 to 31/01/2026 Levy Ref# 396	\$0.00	\$2,608.80	\$0.00
		Closing Balance	\$25,212.49	\$25,212.49	\$0.00
		Interest Due	\$0.00		\$0.00
		Total Balance	\$25,212.49	\$25,212.49	\$0.00



Issue date: 14 May 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	The Owners of Unit Plan 14382	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	16 DAVID STREET, TURNER, ACT 2612	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$20,340,000.00 Common Contents - \$203,400.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$500,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$100,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$10,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-20232121	
PERIOD OF INSURANCE:	31 March 2025 expiring on 31 March 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Insurance Valuation Report

For

Tempus

David Street & Forbes Street, Turner, ACT
2612

Scheme Number: 14382



COMPILED BY: QIA GROUP PTY LTD

Job Reference Number: 189954

18 April 2023

Professional Indemnity Insurance Policy Number 1411189338PLP

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
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W www.qiagroup.com.au

QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

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

QIA Group Pty Ltd

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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 **David Street & Forbes Street, Turner, ACT 2612**.

1.2 Property Address

The property is situated at **David Street & Forbes Street, Turner, ACT 2612**.

1.3 Description of Building

The property comprises total nineteen lots of attached townhouses in a single block in the construction of two and three story with allocated single/double lockup garages and undercover car parking spaces at basement level. Each lot with a private front yard and backyard. Common property includes stairs, access driveways, boundary walls & fences, and site landscaping.

1.4 Client

The Proprietors Tempus.

1.5 Replacement Value

Recommended Insured Value: \$20,340,000 (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: \$14,480,000

Allowance for Cost Escalation:

Design and Documentation:	9 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	18 Months

Calculated at 8% over the period \$2,030,000

Progressive Subtotal: \$16,510,000

Professional Fees: \$1,650,000

Progressive Subtotal: \$18,160,000

Removal of Debris: \$725,000

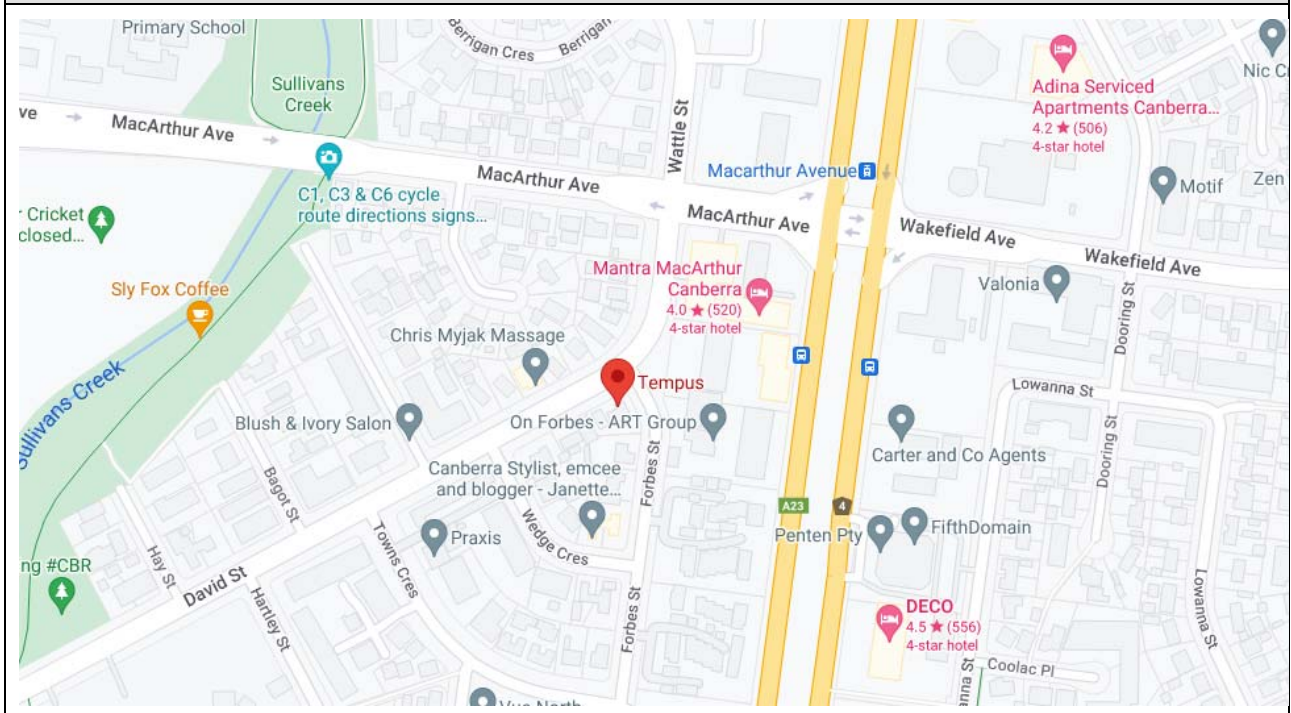
Progressive Subtotal: \$18,885,000

Cost Escalation for Insurance Policy Lapse Period: \$1,455,000

Progressive Subtotal: \$20,340,000

Recommended Insured Value: \$20,340,000 (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: Double brick.

EXTERNAL WALL FINISHES: Face brick, Colourbond, and copper claddings.

3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Steel/Timber framed and low-pitched roof.

ROOFING: Cliplock.

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*

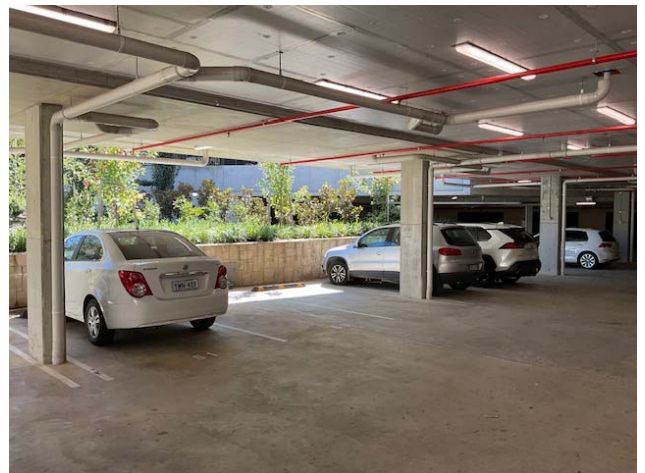
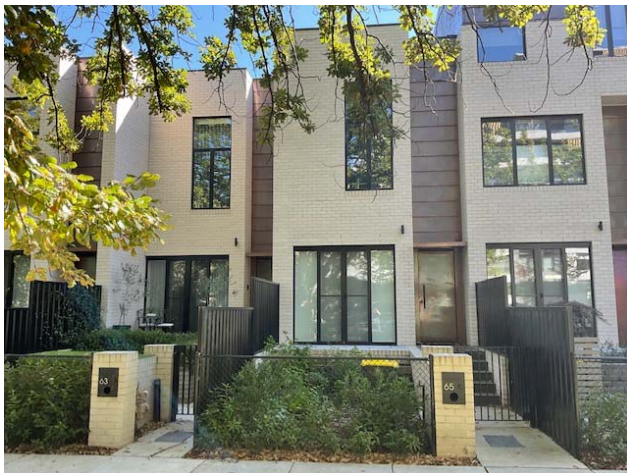
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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 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

Tempus v2

**- David Street & Forbes Street, Turner, ACT
2612**

Scheme Number: 14832



COMPILED BY SIMON VINCENT

**On 29 July 2024 for the
15 Years Commencing: 16 June 2023
QIA Job Reference Number: 189971**

PO Box 1280,
Beenleigh QLD 4207

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QIA Group Pty Ltd
ABN 27 116 106 453
setting the standard...

Professional Indemnity Insurance Policy Number 1411189338 PLP
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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

- David Street & Forbes Street, Turner, ACT 2612

REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$0.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$0.00
The proposed Sinking Fund Levy per entitlement is:	\$5.22

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 5.0% 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.

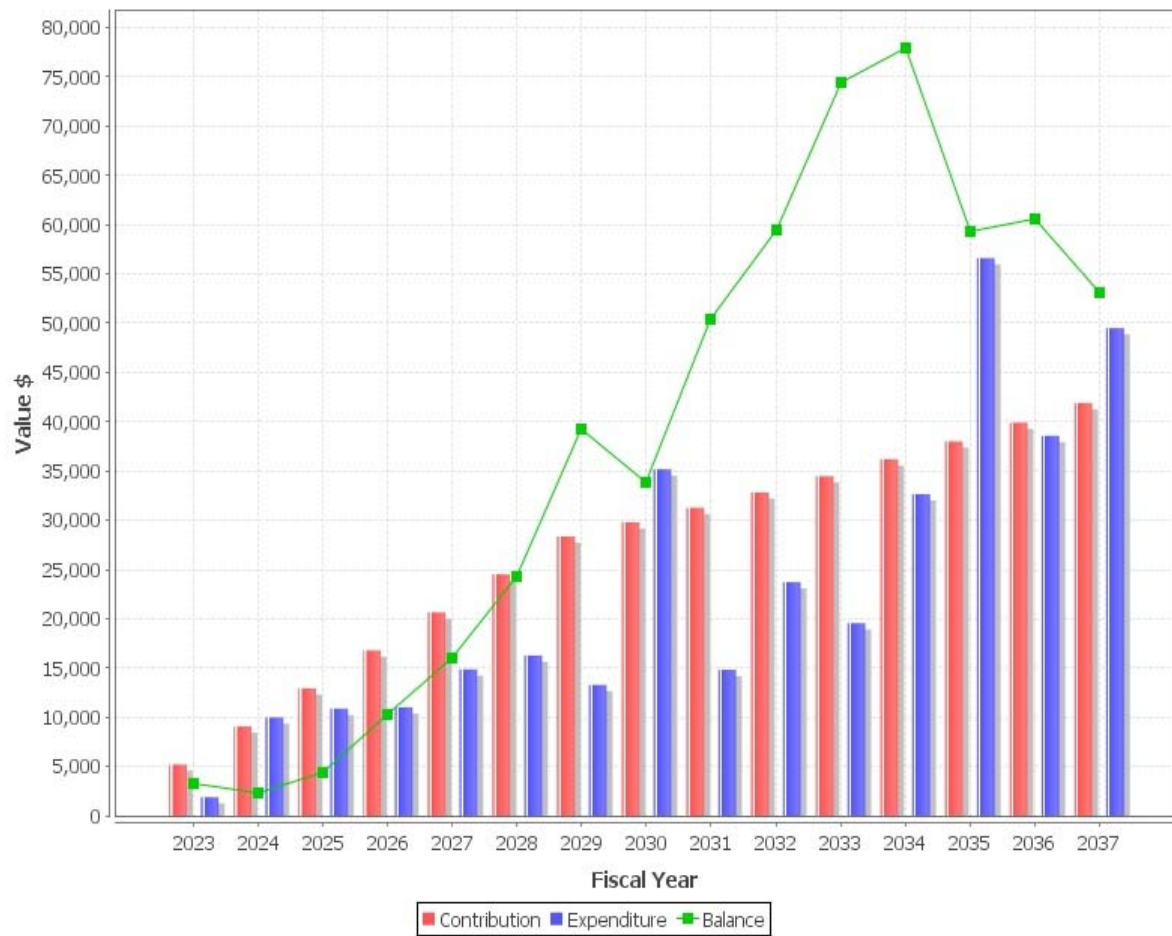
If the amounts provided for are not expended in any one year they will be accumulated to meet expenditures in future years although it has been our experience that some form of capital expenditure occurs every year and not all of it is accounted for via the specific line items in our report.

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

Year		Opening Balance	Income		Expenses	Closing Balance
Report Year	Fiscal From	Beginning of Year	Contribution Total P.A.	Contribution per Entitlement	Est Expenditure (Inc GST)	Closing Balance (End of Year)
1	16/06/2023	\$0	\$5,220	\$5.22	\$1,900	\$3,320
2	16/06/2024	\$3,320	\$9,077	\$9.08	\$9,995	\$2,402
3	16/06/2025	\$2,402	\$12,934	\$12.93	\$10,877	\$4,459
4	16/06/2026	\$4,459	\$16,791	\$16.79	\$11,019	\$10,231
5	16/06/2027	\$10,231	\$20,648	\$20.65	\$14,870	\$16,009
6	16/06/2028	\$16,009	\$24,505	\$24.50	\$16,276	\$24,238
7	16/06/2029	\$24,238	\$28,362	\$28.36	\$13,298	\$39,302
8	16/06/2030	\$39,302	\$29,780	\$29.78	\$35,172	\$33,910
9	16/06/2031	\$33,910	\$31,269	\$31.27	\$14,815	\$50,364
10	16/06/2032	\$50,364	\$32,833	\$32.83	\$23,726	\$59,471
11	16/06/2033	\$59,471	\$34,474	\$34.47	\$19,550	\$74,394
12	16/06/2034	\$74,394	\$36,198	\$36.20	\$32,657	\$77,935
13	16/06/2035	\$77,935	\$38,008	\$38.01	\$56,609	\$59,334
14	16/06/2036	\$59,334	\$39,908	\$39.91	\$38,580	\$60,663
15	16/06/2037	\$60,663	\$41,904	\$41.90	\$49,502	\$53,064

SINKING FUND FORECAST MOVEMENT

SUMMARY OF ANNUAL FORECAST EXPENDITURE

June 2023		Expense Inc GST
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,900
<u>Total Forecast Expenditure for year - June 2023 (Inc GST):</u>		<u>\$1,900</u>
Includes GST amount of :		\$173
June 2024		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$8,000
SUPERSTRUCTURE		
- Capital Replacement - General		\$1,995
<u>Total Forecast Expenditure for year - June 2024 (Inc GST):</u>		<u>\$9,995</u>
Includes GST amount of :		\$909
June 2025		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$8,400
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,095
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$382
<u>Total Forecast Expenditure for year - June 2025 (Inc GST):</u>		<u>\$10,877</u>
Includes GST amount of :		\$989
June 2026		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$8,820

SUPERSTRUCTURE

- Capital Replacement - General	\$2,199
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<u>Total Forecast Expenditure for year - June 2026 (Inc GST):</u>	<u>\$11,019</u>
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Includes GST amount of :	\$1,002
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June 2027

Expense
Inc GST

MISCELLANEOUS

- Provision for future conversion from gas to electrical	\$9,261
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SUPERSTRUCTURE

- Capital Replacement - General	\$2,309
---------------------------------	---------

DRIVEWAY

- Repaint line marking	\$2,808
------------------------	---------

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$491
--	-------

<u>Total Forecast Expenditure for year - June 2027 (Inc GST):</u>	<u>\$14,870</u>
---	-----------------

Includes GST amount of :	\$1,352
--------------------------	---------

June 2028

Expense
Inc GST

MISCELLANEOUS

- Provision for future conversion from gas to electrical	\$9,724
--	---------

SUPERSTRUCTURE

- Capital Replacement - General	\$2,425
---------------------------------	---------

EXTERNAL WORKS

- Replace irrigation controller	\$1,179
---------------------------------	---------

FURNITURE & FITTINGS

- Provision to upgrade security cameras	\$2,948
---	---------

<u>Total Forecast Expenditure for year - June 2028 (Inc GST):</u>	<u>\$16,276</u>
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Includes GST amount of :	\$1,480
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June 2029		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$10,210
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,546
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$542
<u>Total Forecast Expenditure for year - June 2029 (Inc GST):</u>		<u>\$13,298</u>
Includes GST amount of :		\$1,209
June 2030		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$10,721
SUPERSTRUCTURE		
- Repaint building		\$1,625
- Repaint balcony ceilings		\$8,939
- Repaint soffits		\$2,925
- Scaffold/access equip allowance		\$7,151
- Capital Replacement - General		\$2,673
DRIVEWAY		
- Repaint bollards		\$650
FIRE PROTECTION SYSTEMS		
- Provision to replace portable fire extinguishers		\$488
<u>Total Forecast Expenditure for year - June 2030 (Inc GST):</u>		<u>\$35,172</u>
Includes GST amount of :		\$3,197

June 2031		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$11,257
SUPERSTRUCTURE		
- Provision to replace handrail fixings		\$154
- Capital Replacement - General		\$2,807
FURNITURE & FITTINGS		
- Ongoing partial replacement of exterior lighting		\$597
<u>Total Forecast Expenditure for year - June 2031 (Inc GST):</u>		<u>\$14,815</u>
Includes GST amount of :		\$1,347
June 2032		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$11,820
SUPERSTRUCTURE		
- Capital Replacement - General		\$2,947
ROOF		
- Maintain metal roof fixings/flashings		\$8,959
<u>Total Forecast Expenditure for year - June 2032 (Inc GST):</u>		<u>\$23,726</u>
Includes GST amount of :		\$2,157
June 2033		Expense Inc GST
MISCELLANEOUS		
- Provision for future conversion from gas to electrical		\$12,411
SUPERSTRUCTURE		
- Capital Replacement - General		\$3,095

EXTERNAL WORKS

- Maintain common pipework	\$3,386
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$658
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<u>Total Forecast Expenditure for year - June 2033 (Inc GST):</u>	<u>\$19,550</u>
---	-----------------

Includes GST amount of :	\$1,777
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June 2034

Expense

Inc GST

MISCELLANEOUS

- Provision for future conversion from gas to electrical	\$13,031
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SUPERSTRUCTURE

- Provision to replace handrail fixings	\$178
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- Capital Replacement - General	\$3,250
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DRIVEWAY

- Provision to replace stormwater pumps	\$8,692
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- Repaint line marking	\$3,951
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- Provision to replace wheel stops 20% of total	\$1,580
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FURNITURE & FITTINGS

- Maintain signage	\$1,975
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<u>Total Forecast Expenditure for year - June 2034 (Inc GST):</u>	<u>\$32,657</u>
---	-----------------

Includes GST amount of :	\$2,969
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June 2035

Expense

Inc GST

MISCELLANEOUS

- Provision for future conversion from gas to electrical	\$13,683
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SUPERSTRUCTURE

- Replace planter box membrane	\$19,912
--------------------------------	----------

- Capital Replacement - General	\$3,412
---------------------------------	---------

FENCING

- Provision to replace cyclone/mesh fencing in 28 years (partial accrual) \$4,356

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$726

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reel \$1,037
- Provision to replace portable fire extinguishers \$622

ROOF

- Provision to replace guttering/downpipes in 33 years (partial accrual) \$12,860

Total Forecast Expenditure for year - June 2035 (Inc GST): \$56,609

Includes GST amount of : \$5,146

June 2036

Expense
Inc GST

MISCELLANEOUS

- Provision for future conversion from gas to electrical \$14,367

SUPERSTRUCTURE

- Capital Replacement - General \$3,583

DRIVEWAY

- Maintain driveway 3% of total \$3,430

EXTERNAL WORKS

- Ongoing partial maintenance of pathways \$2,477
- Replace irrigation controller \$1,742

FENCING

- Provision to replace colorbond fencing in 38 years (partial accrual) \$8,625

FURNITURE & FITTINGS

- Provision to upgrade security cameras \$4,356

<u>Total Forecast Expenditure for year - June 2036 (Inc GST):</u>	<u>\$38,580</u>
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Includes GST amount of :	\$3,507
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June 2037	Expense Inc GST
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MISCELLANEOUS

- Provision for future conversion from gas to electrical	\$15,085
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SUPERSTRUCTURE

- Provision to replace handrail fixings	\$206
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- Capital Replacement - General	\$3,762
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DRIVEWAY

- Provision to replace individual garage doors in 33 years (partial accrual)	\$14,121
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- Provision to replace wheel stops 20% of total	\$1,829
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FURNITURE & FITTINGS

- Provision to replace mail boxes in 25 years (partial accrual)	\$2,264
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- Ongoing partial replacement of exterior lighting	\$800
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ROOF

- Maintain metal roof fixings/flashings	\$11,434
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<u>Total Forecast Expenditure for year - June 2037 (Inc GST):</u>	<u>\$49,502</u>
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Includes GST amount of :	\$4,500
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ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for future conversion from gas to electrical	\$6,597	2024	0		8000	8400	8820	9261	9724	10210	10721	11257	11820	12411	13031	13683	14367	15085
SUPERSTRUCTURE																		
- Repaint building	\$1,000	2030	10								1625							
- Repaint balcony ceilings	\$5,500	2030	10								8939							
- Repaint soffits	\$1,800	2030	10								2925							
- Scaffold/access equip allowance	\$4,400	2030	10								7151							
- Provision to replace handrail fixings	\$90	2031	3									154			178			206
- Replace planter box membrane	\$9,600	2035	15													19912		
- Capital Replacement - General	\$1,645	2023	0	1900	1995	2095	2199	2309	2425	2546	2673	2807	2947	3095	3250	3412	3583	3762
DRIVEWAY																		
- Maintain driveway 3% of total	\$1,575	2036	4														3430	
- Provision to replace stormwater pumps	\$4,400	2034	14												8692			
- Provision to replace individual garage doors in 33 years (partial accrual)	\$6,175	2037	6															14121
- Repaint line marking	\$2,000	2027	7					2808							3951			
- Provision to replace wheel stops 20% of total	\$800	2034	3												1580			1829
- Repaint bollards	\$400	2030	10								650							
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2033	7											3386				

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
- Ongoing partial maintenance of pathways	\$1,138	2036	4														2477	
- Replace irrigation controller	\$800	2028	8						1179								1742	
FENCING																		
- Provision to replace cyclone/mesh fencing in 28 years (partial accrual)	\$2,100	2035	5													4356		
- Provision to replace colorbond fencing in 38 years (partial accrual)	\$3,960	2036	6														8625	
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2034	5												1975			
- Provision to replace mail boxes in 25 years (partial accrual)	\$990	2037	5															2264
- Ongoing partial replacement of exterior lighting	\$350	2027	2					491		542		597		658		726		800
- Provision to upgrade security cameras	\$2,000	2028	8						2948								4356	
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$500	2035	15													1037		
- Provision to replace portable fire extinguishers	\$300	2025	5			382					488					622		
ROOF																		
- Provision to replace guttering/downpipes in 33 years (partial accrual)	\$6,200	2035	5													12860		
- Maintain metal roof fixings/flashings	\$5,000	2032	5										8959					11434
Total				1900	9995	10877	11019	14870	16276	13298	35172	14815	23726	19550	32657	56609	38580	49502
Includes GST amount of				173	909	989	1002	1352	1480	1209	3197	1347	2157	1777	2969	5146	3507	4500

ITEMISED ACCRUALS BY YEAR

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
MISCELLANEOUS																		
- Provision for future conversion from gas to electrical	\$6,597	2024	0	3902	8000	8400	8820	9261	9724	10210	10721	11257	11820	12411	13031	13683	14367	15085
SUPERSTRUCTURE																		
- Repaint building	\$1,000	2030	10	170	349	536	733	940	1158	1386	1625	210	431	663	907	1162	1431	1713
- Repaint balcony ceilings	\$5,500	2030	10	936	1919	2951	4035	5173	6367	7622	8939	1158	2373	3649	4989	6396	7874	9425
- Repaint soffits	\$1,800	2030	10	306	628	966	1320	1693	2084	2494	2925	379	776	1194	1633	2093	2576	3084
- Scaffold/access equip allowance	\$4,400	2030	10	749	1535	2361	3228	4138	5094	6097	7151	926	1898	2919	3991	5117	6299	7540
- Provision to replace handrail fixings	\$90	2031	3	14	29	44	60	77	95	114	133	154	56	116	178	65	134	206
- Replace planter box membrane	\$9,600	2035	15	1124	2305	3544	4845	6212	7646	9153	10735	12395	14139	15971	17893	19912	1918	3933
- Capital Replacement - General	\$1,645	2023	0	1900	1995	2095	2199	2309	2425	2546	2673	2807	2947	3095	3250	3412	3583	3762
DRIVEWAY																		
- Maintain driveway 3% of total	\$1,575	2036	4	175	359	552	754	967	1190	1425	1671	1930	2201	2486	2786	3100	3430	967
- Provision to replace stormwater pumps	\$4,400	2034	14	546	1119	1722	2354	3017	3714	4446	5215	6021	6869	7758	8692	878	1800	2768
- Provision to replace individual garage doors in 33 years (partial accrual)	\$6,175	2037	6	654	1342	2063	2821	3616	4451	5328	6249	7216	8231	9297	10416	11591	12825	14121
- Repaint line marking	\$2,000	2027	7	508	1042	1602	2190	2808	485	995	1530	2092	2681	3301	3951	683	1400	2152
- Replace traffic mirror in 18 years	\$350	2040	20	33	67	104	142	182	224	268	314	363	414	468	524	583	645	710
- Provision to replace wheel stops 20% of total	\$800	2034	3	99	203	313	428	548	675	808	948	1095	1249	1410	1580	580	1189	1829
- Repaint bollards	\$400	2030	10	68	140	215	293	376	463	554	650	84	172	265	363	465	572	685

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2033	7	238	489	751	1027	1317	1621	1941	2276	2628	2998	3386	585	1199	1845	2522
- Ongoing partial maintenance of pathways	\$1,138	2036	4	126	259	398	545	698	860	1029	1207	1394	1590	1796	2012	2239	2477	698
- Replace irrigation controller	\$800	2028	8	173	355	546	747	958	1179	182	374	575	786	1008	1241	1485	1742	269
FENCING																		
- Provision to replace cyclone/mesh fencing in 28 years (partial accrual)	\$2,100	2035	5	246	504	775	1060	1359	1673	2002	2348	2712	3093	3494	3914	4356	1006	2062
- Provision to replace colorbond fencing in 38 years (partial accrual)	\$3,960	2036	6	440	902	1387	1897	2432	2993	3583	4202	4853	5535	6252	7005	7795	8625	1699
FURNITURE & FITTINGS																		
- Maintain signage	\$1,000	2034	5	124	254	391	535	686	844	1010	1185	1368	1561	1763	1975	456	935	1438
- Provision to replace mail boxes in 25 years (partial accrual)	\$990	2037	5	105	215	331	452	580	714	854	1002	1157	1320	1491	1670	1858	2056	2264
- Ongoing partial replacement of exterior lighting	\$350	2027	2	89	182	280	383	491	264	542	291	597	321	658	354	726	390	800
- Provision to upgrade security cameras	\$2,000	2028	8	433	888	1366	1868	2395	2948	456	935	1438	1966	2521	3103	3714	4356	674
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$500	2035	15	59	120	185	252	323	398	477	559	646	736	832	932	1037	100	205
- Provision to replace portable fire extinguishers	\$300	2025	5	121	248	382	88	181	278	381	488	113	231	355	485	622	144	294
ROOF																		
- Provision to replace guttering/downpipes in 33 years (partial accrual)	\$6,200	2035	5	726	1488	2289	3129	4012	4938	5911	6933	8006	9132	10314	11556	12860	2970	6089
- Maintain metal roof fixings/flashings	\$5,000	2032	5	712	1460	2245	3070	3936	4845	5799	6802	7854	8959	2069	4242	6523	8919	11434
TOTAL ACCRUALS				12876	18401	27917	38256	45816	53074	64315	54909	66613	70759	81392	80601	57982	57028	48927

* 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.

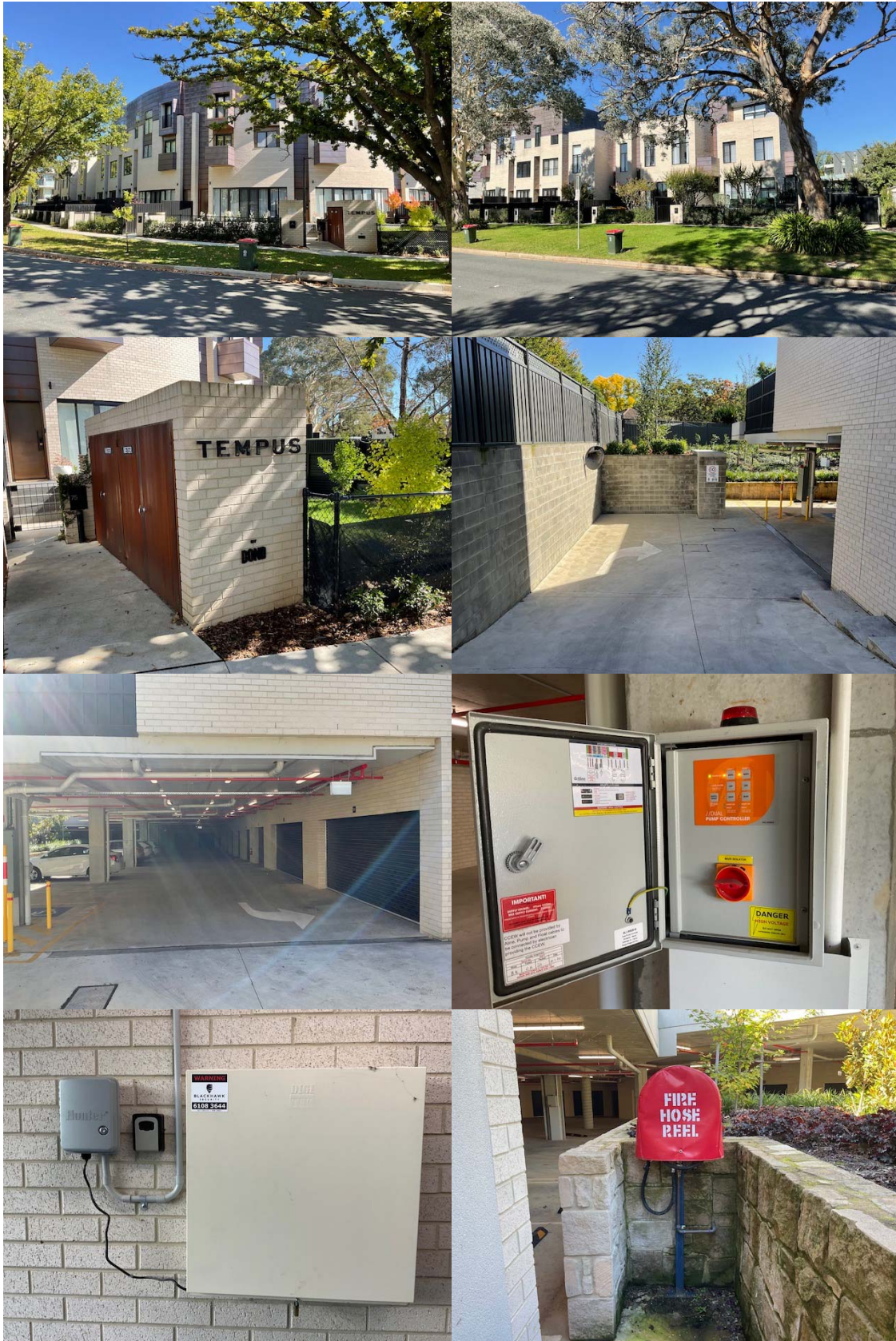
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report 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.







SUE

Form 078

SCHEDULE OF UNIT ENTITLEMENTS

1. LAND

District/Division	Section	Block
TURNER	60	11

Unit Plan No
14382

2. APPROVAL UNDER *UNIT TITLES ACT 2001*

[illegible]

Aggregate

1000

72

Signed By BOND PROJECTS Group 3 PTY LTD
ACN: 602 105 653 By ITS SOLE DIRECTOR
WILLIAM SHANE O'NEILL 

Signature of Lessee

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

Dated Eighth this day of June 2021

Lyn Tankey

Delegate of the Authority/Executive

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

Volume

Folio

3007

7

David Pryce
Registrar-General



Deputy Registrar-General



Schedule 1 Default rules

(see s 7A)

1.1 Definitions-default rules

- (1) In these rules:
owner, occupier or user, of a unit, includes an invitee or licensee of an owner, occupier or user of a unit.
- (2) A word or expression in these rules has the same meaning as in the *Unit Titles (Management) Act 2011*.

1.2 Payment of rates and taxes by unit owners

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

1.3 Repairs and maintenance

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

1.4 Erections and alterations

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

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

Examples-permission not unreasonably withheld

- safety considerations
- structural considerations

Example-permission unreasonably withheld

external appearance of a unit or the units plan

1.5 Pets in units

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

1.6 Assistance animals

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



01/11/20

Effective: 01/11/20

Schedule 1

Default rules

Rule 1.7

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.

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.



01/11/20

Default rules

Schedule 1

Rule 1.11

- (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).

R3
01/11/20

Unit Titles (Management) Regulation 2011
Effective: 01/11/20

page 13



UP14382- Tempus

Strata Committee Rule: Use of PowerPoints in Communal Garage Area

1. Purpose

This rule governs the use of PowerPoints located in the communal garage area to ensure fair and equitable use of common property and shared electricity costs.

2.Scope

This rule applies to all owners, residents, and visitors of the strata property.

3. Use of PowerPoints

3.1 The PowerPoints in the communal garage area are designated for short-term use only.

3.2 Permissible uses of the PowerPoints include, but are not limited to:

- Vacuuming the interior of a vehicle
- Inflating tires
- Operating small, portable power tools for minor vehicle maintenance

4. Prohibited Uses

4.1 The PowerPoints in the communal garage area must not be used for:

- Charging electric vehicles (EVs)
- Any other long-term or high-consumption electrical tasks

5. Rationale

5.1 The PowerPoints are common property, and the electricity drawn from them is paid for by all owners. 5.2 The high electricity consumption associated with charging electric vehicles is not equitable for all owners and places an unfair financial burden on the strata.

6. Enforcement

6.1 Any owner, resident, or visitor found using the PowerPoints in contravention of this rule will be subject to:

- A written warning for the first offense
- A fine or other penalties as determined by the strata committee for subsequent offenses

7. Amendments

This rule may be amended from time to time by a majority vote of the strata committee.



8. Effective Date

This rule is effective as of 21-08-2024.

Approval and Adoption

This rule was approved and adopted by the strata committee on 23-07-2024.



Strata Townhouse Complex CCTV Access Rules for Tempus Unit plan 14382

- 1. Purpose** This rules is enacted to ensure the responsible and lawful use of Closed-Circuit Television (CCTV) surveillance within the Tempus Turner Townhouses. The rules outlines the conditions under which CCTV footage can be accessed, preserving the privacy and security of residents while facilitating legal processes when necessary.
- 2. Access to CCTV Footage** Access to CCTV footage recorded within the Complex premises shall be restricted and controlled as follows:
 - 2.1. Police Report Requirement:** Access to CCTV footage shall only be granted to authorized individuals or entities following the submission of a valid police report. The report must pertain to a specific incident or suspected criminal activity that has occurred within the Complex or in proximity to its premises.
 - 2.2. Court Subpoena Requirement:** In the absence of a police report, access to CCTV footage may be granted in response to a court subpoena issued by a relevant judicial authority. The subpoena must specify the footage required and the legal basis for its retrieval.
 - 2.3. Authorized Personnel:** Access to CCTV footage shall be limited to designated personnel authorized by the Tempus Turner Management Committee or its appointed representatives. Such personnel may include but are not limited to security personnel, property managers, or individuals responsible for the maintenance and operation of the CCTV system.
 - 2.4. Purpose of Access:** Access to CCTV footage shall be permitted solely for the purpose of investigating incidents, identifying perpetrators, or aiding law enforcement agencies in their official duties. Any other use of CCTV footage, including but not limited to personal or commercial purposes, is strictly prohibited.
- 3. Confidentiality and Data Protection** All individuals granted access to CCTV footage shall be bound by strict confidentiality obligations. They shall not disclose or disseminate any footage or information obtained from the CCTV system to unauthorized persons or for unauthorized purposes.
- 5. Review and Amendments** These rules may be amended from time to time by a majority vote of the executive committee.
- 6. Effective Date** This rules is effective of (21-08-2024).
- 7. Interpretation** In case of any ambiguity or dispute regarding the interpretation or application of this rules, the decision of the Tempus Management Committee shall be final and binding.

Approval and Adoption: This rule was approved and adopted by the Executive committee on.



23-07-2024

THE EXECUTIVE COMMITTEE MEETING MINUTES

UNITS PLAN NO. 14382

TEMPUS – DAVID STREET & FORBES STREET,

TURNER ACT 2612

Venue: Vantage Strata Board Room, Dickson

Date: Monday 15th of May 2023

Time: 5:30 PM

Present:

M O'Neill	Lot 1
M Kerby	Lot 5
M Peisley	Lot 9
A Dougan	Lot 10
D Firth	Lot 18

In Attendance:

J Estrera	Strata Manager, Vantage Strata
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1. MEETING FORMALITIES

a. Confirmation of Chairperson, attendance, and acceptance of apologies.

The Chairperson, D Firth, officially opened the meeting at 5:32pm. The Committee declared no conflicts of interest.

b. Apologies: NIL

c. Proxies: NIL

- d. Previous Minutes** – Adoption of minutes from the Executive Committee held on the 24th of April 2023 were confirmed.

2. FINANCIALS

- Administration Fund: **\$5,233.72** as of 10th of May 2023.
- Sinking Fund: **\$1,750.00** as of 10th of May 2023.

Total Bank balance as of 10th of May 2023: **\$6,983.72**

3. GENERAL MEETING

1. 2023 – 2024 Budget

It has been discussed that that total Admin Fund budget for the Fiscal Year 16/06/2023 – 15/06/2024 is \$79,281.00 and the Sinking Fund is \$5,220.00.

ACTION: Both budget proposal will be presented at the AGM.

2. Insurance Valuation Report

The Executive Committee acknowledges receipt of the insurance valuation report from QIA which estimates the full replacement cost of Tempus complex to be \$20,543,400.

A motion will be presented at the AGM to instruct the Executive Committee to engage our Insurance Broker and update our insurance policy to reflect this new valuation.

3. AGM Prep

It has been discussed that the following motions will be presented in the AGM.

3.1 Recover Arrears Fees Motion

That the Owners Corporation will not utilize its funds to cover such arrears. Instead, all costs associated with the collection of these arrears, including but not limited to administrative charges, interest, and legal fees, will be the responsibility of the unit owner in arrears.

3.2 Motion on Providing Owners the Option for Body Corporate Financials Audit

AUDITED FINANCIALS

It is a requirement of the Unit Titles Management Act that Unit Plans consisting of more than 100 units or with an annual budget in excess of \$250,000 have their annual financial statements audited.

Considering the aforementioned the following motion has been tabled.

MOTION 4: *That upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report, presented at the next Annual General Meeting for adoption.*

3.3 Motion of Establishing a \$500 Petty Cash Fund.

That the Owners Corporation will establish a petty cash fund with one designated member, serving as the petty cash custodian and will be responsible for distributing the petty cash as needed and keeping record. The limit will be \$500 per annum.

3.4 Motion on Accepting the Proposed Building Insurance Valuation

That the Owners Corporation accepts the Insurance Valuation report from QIA and agrees to use this updated estimate as the basis for our building insurance coverage for the upcoming policy year.

4. Preventative Maintenance Agreement

Due to the recent change to the *Unit Titles (Management) Act 2011*, it is a requirement that the Owners Corporation obtain a maintenance schedule.

ACTION: It has been ratified that the SM will obtain a quote for the maintenance schedule and present to the Committee for approval.

5. House Rules

The meeting discussed that the following rules will be amalgamated with the current Default Rules and will be presented at the AGM.

(5.1) Repairs and Maintenance

(5.1.1) Unit owners/occupiers are responsible for cleaning any mess in the communal areas for which they are responsible.

(5.2) Use of common property

(5.2.1) A unit owner must not use the common property, or permitted to be used, to interfere unreasonably with the use and enjoyment of the common property of an owner, occupier, or user of another unit.

(5.2.2) Extended or permanent parking by owners/occupiers or their guests in the visitors/disabled parking is prohibited.

(5.3.3) Objects other than vehicles are not to be left in the common car park area.

6. Management Agreement Renewal

Noting that the Owners Corporation's Management Agreement with Vantage is due on 15/06/2023.

ACTION: The SM will provide a 3-year renewal proposal which will be presented in the AGM.

7. General Business

None.

4. MEETING CLOSURE

There being no further business the meeting was adjourned at **7:25pm**.



CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 13.04.23
Policy No.: 06S3643402
Type of Insurance: Residential Strata Insurance
Period Of Insurance: : From 4.00pm 31st March 2023
To 4.00pm 31st March 2024

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured :	Unit Plan 14382	
Situation :	16 David Street Turner	ACT 2612
Section 1 :	Building including common contents	\$ 12,000,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 1,800,000
	Catastrophe or Emergency (15%)	\$ 1,800,000
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Included
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 500,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ 100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured
Excesses :		
Section 1	\$ 1,000	all claims + as per policy wording
Section 2	\$ 1,000	all claims
Section 3	\$ 1,000	all claims
Section 11	\$ 1,000	all claims

On behalf of the Insurers: Insurance Australia Limited trading as



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Unit Plan 14382
(SUU NSW U7049 0182056/001)

CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Machinery Breakdown

~~~~~

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts and labour.

# Insurance Valuation Report

For

Tempus

David Street & Forbes Street, Turner, ACT  
2612

Scheme Number: 14382



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 189954**

**18 April 2023**

**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](mailto:info@qiagroup.com.au)

W [www.qiagroup.com.au](http://www.qiagroup.com.au)

QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*

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

QIA Group Pty Ltd

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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 **David Street & Forbes Street, Turner, ACT 2612**.

### 1.2 Property Address

The property is situated at **David Street & Forbes Street, Turner, ACT 2612**.

### 1.3 Description of Building

The property comprises total nineteen lots of attached townhouses in a single block in the construction of two and three story with allocated single/double lockup garages and undercover car parking spaces at basement level. Each lot with a private front yard and backyard. Common property includes stairs, access driveways, boundary walls & fences, and site landscaping.

### 1.4 Client

**The Proprietors Tempus.**

### 1.5 Replacement Value

**Recommended Insured Value: \$20,340,000 (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:** \$14,480,000

Allowance for Cost Escalation:

|                                  |           |
|----------------------------------|-----------|
| Design and Documentation:        | 9 Months  |
| Calling Tenders and Appraisals:  | 3 Months  |
| Construction Period and Fit-out: | 18 Months |

Calculated at 8% over the period \$2,030,000

**Progressive Subtotal:** \$16,510,000

Professional Fees: \$1,650,000

**Progressive Subtotal:** \$18,160,000

Removal of Debris: \$725,000

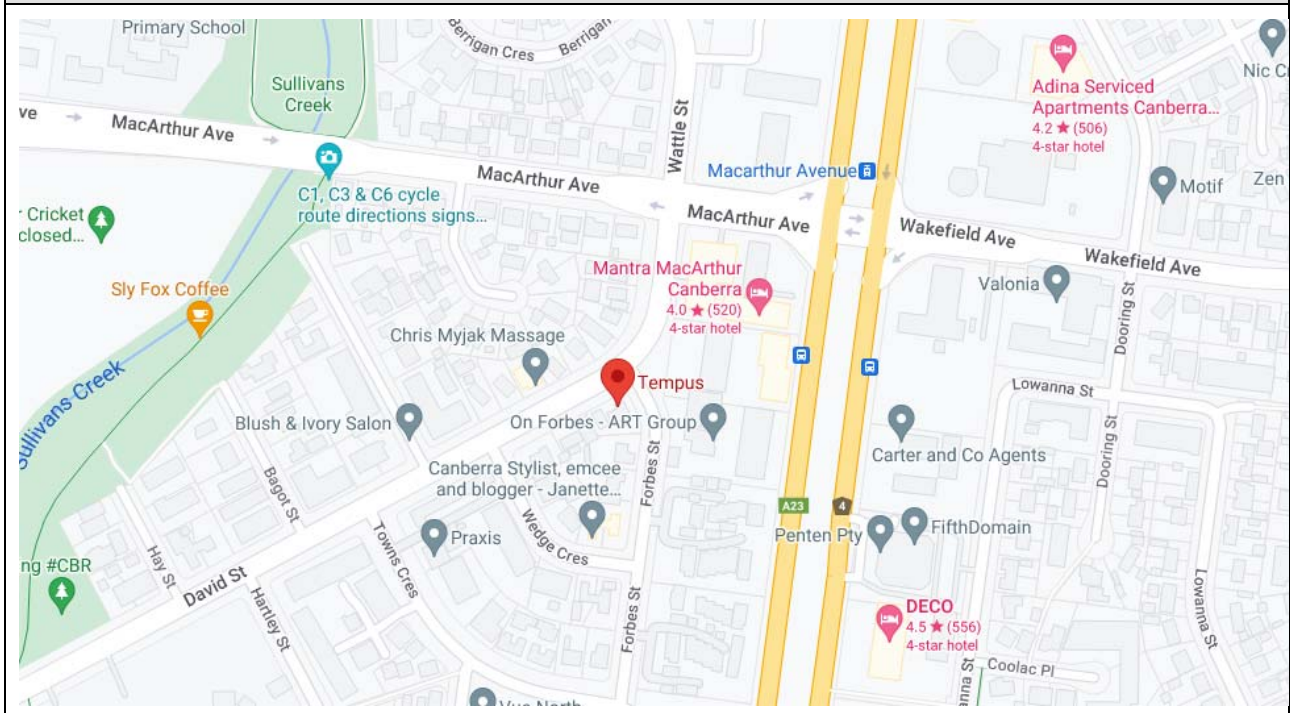
**Progressive Subtotal:** \$18,885,000

Cost Escalation for Insurance Policy Lapse Period: \$1,455,000

**Progressive Subtotal:** \$20,340,000

**Recommended Insured Value:** \$20,340,000 (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: Double brick.

EXTERNAL WALL FINISHES: Face brick, Colourbond, and copper claddings.

##### 3.4.1.3 *ROOF STRUCTURE*

ROOF CONSTRUCTION: Steel/Timber framed and low-pitched roof.

ROOFING: Cliplock.

##### 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*

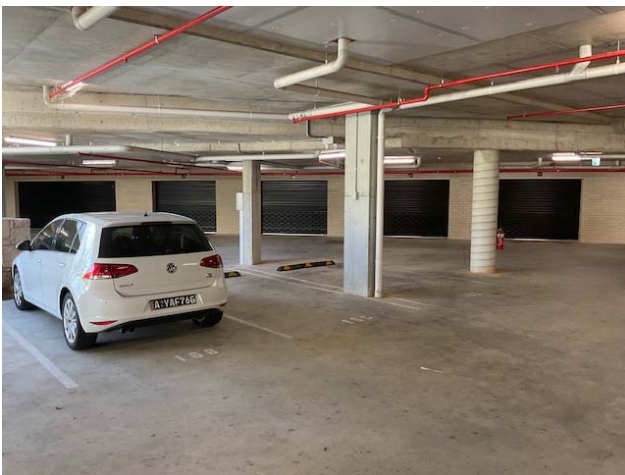
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible 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 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



As per your request, the policy described below has been endorsed in accordance with your instructions. Should the endorsement details mentioned below not reflect the amendments requested, please contact our office as soon as possible.

Page 1 of 3

## TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 28/04/2023  
Invoice No: 457289  
Our Reference: UP14382

Vantage Strata Pty Ltd  
PO Box 206  
CIVIC SQUARE ACT 2608

**Class of Policy:** Strata Title - Residential  
**Insurer:** Strata Unit Underwriters  
5/263 Alfred Street, NORTH SYDNEY 2060  
ABN: 30 089 201 534  
**The Insured:** UP14382

## ENDORSEMENT

**Policy No:** 06S3643402  
**Period of Cover:**  
From **26/04/2023**  
to **31/03/2024** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**Payment options - please refer to the below for your payment options.**

**All remittance advices are to be sent to [remittance@honan.com.au](mailto:remittance@honan.com.au)**

### Your Premium:

| Premium    | UW Levy | Fire Levy | GST Stamp Duty | Admin Fee | Broker Fee |
|------------|---------|-----------|----------------|-----------|------------|
| \$8,760.82 | \$35.00 | \$0.00    | \$887.08       | \$0.00    | \$75.00    |

**TOTAL \$9,757.90**

(A processing fee applies for Credit Card payments)



**Biller Code:** 20362  
**Ref:** 40200881914544747



Pay by credit card (Visa, Mastercard, Amex or Diners)  
at [www.deft.com.au](http://www.deft.com.au) or  
Call 1300 78 11 45. A surcharge may apply.  
**DEFT Reference Number: 40200881914544747**



\*498 402008 81914544747

### Honan Insurance Brokers

**Our Reference:** UP14382  
**Invoice No:** 457289  
**Due Date:** 26/04/2023

|               |            |
|---------------|------------|
| Premium       | \$8,760.82 |
| U'writer Levy | \$35.00    |
| Fire Levy     | \$0.00     |
| GST           | \$887.08   |
| Stamp Duty    | \$0.00     |
| Broker Fee    | \$75.00    |
| Admin Fee     | \$0.00     |

**AMOUNT DUE \$9,757.90**

Schedule of Insurance

|                         |                            |                    |            |
|-------------------------|----------------------------|--------------------|------------|
| <b>Class of Policy:</b> | Strata Title - Residential | <b>Policy No:</b>  | 06S3643402 |
| <b>The Insured:</b>     | UP14382                    | <b>Invoice No:</b> | 457289     |
|                         |                            | <b>Our Ref:</b>    | UP14382    |

The within policy is hereby amended from 26/4/2023 to note the following:  
Increase building sum (\$20,340,000) insured including 1% common contents (203,400) to \$20,543,400.

In all other respects this policy remains unaltered.

**Insured:** UNIT PLAN 14382  
**Situation:** 16 DAVID STREET, TURNER ACT 2612  
**Period of Insurance:** From 4:00PM 31/3/2023 To 4:00PM 31/3/2024  
**Type of Insurance:** Residential Strata

OVERVIEW

|                                                              |                    |
|--------------------------------------------------------------|--------------------|
| <b>Section 1:</b> Building including common contents         | \$20,543,400       |
| Loss of Rent/Temporary Accommodation (15%)                   | \$3,081,510        |
| Catastrophe or Emergency (15%)                               | \$3,081,510        |
| Additional Loss of Rent/Temporary Accommodation              | Not Included       |
| Additional Catastrophe or Emergency                          | Not Included       |
| Floating Floors                                              | Included           |
| Flood                                                        | Not Included       |
| <b>Section 2:</b> Glass                                      | Included           |
| <b>Section 3:</b> Theft                                      | Included           |
| <b>Section 4:</b> Liability                                  | \$20,000,000       |
| <b>Section 5:</b> Fidelity Guarantee                         | \$100,000          |
| <b>Section 6:</b> Office Bearers Liability                   | \$500,000          |
| <b>Section 7:</b> Voluntary Workers (Weekly/Capital Benefit) | \$ 2,000/\$200,000 |
| <b>Section 8:</b> Government Audit Costs                     | \$ 25,000          |
| <b>Section 9:</b> Legal Expenses                             | \$ 50,000          |
| <b>Section 10:</b> Workplace, Health and Safety Breaches     | \$ 100,000         |
| <b>Section 11:</b> Machinery Breakdown                       | \$100,000          |
| <b>Section 12:</b> Lot Owners Improvements (Per Lot)         | \$ 250,000         |
| <b>Section 13:</b> Workers Compensation                      | Not Included       |

EXCESSES

**Section 1 - Building including Common Contents**  
\$1,000 all other claims + as per policy wording

## Schedule of Insurance

Page 3 of 3

**Class of Policy:** Strata Title - Residential  
**The Insured:** UP14382

**Policy No:** 06S3643402  
**Invoice No:** 457289  
**Our Ref:** UP14382

### SPECIAL TERMS/CONDITIONS

#### Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour

### IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

### GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

#### **\*\* Important Note \*\***

This schedule is for reference only. Nothing contained herein prevails over the terms, conditions and exclusions of the policy.

### PLEASE READ YOUR POLICY CAREFULLY

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No 14382**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 11 July 2023

*Tick applicable box, or both boxes if applicable:*

☒ **Regularly convened**

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

☐ **Convened after  
adjournment**

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

**A3 Reduced quorum decisions**

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

| Date of decision | Full text of reduced quorum decision |
|------------------|--------------------------------------|
| 11 July 2023     | See attached minutes                 |
|                  |                                      |

**A4 Owners corporation declaration**

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



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

<sup>†</sup> In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

---

### B1 What is a reduced quorum decision?

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

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

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

**B3      *How may reduced quorum decisions be disallowed?***

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

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

**B4      *How may reduced quorum decisions be confirmed?***

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

**B5      *How may reduced quorum decisions be revoked?***

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF UP 14382  
'TEMPUS'  
David Street & Forbes Street, TURNER, ACT, 2612**

**Venue:** 'Teams' Meeting'

**Date:** Tuesday, 11 July 2023

**Time:** 05:30 PM

**Present:**

|               |          |               |
|---------------|----------|---------------|
| G Taylor      | (Lot 3)  | Owner present |
| Y L Ho        | (Lot 4)  | Owner present |
| Matthew Kerby | (Lot 5)  | Owner present |
| A & A Dougan  | (Lot 10) | Owner present |
| J & D Firth   | (Lot 18) | Owner present |

**Additional Attendees:** E Duncan (Vantage Strata)  
B Abbey (Vantage Strata)

**Apologies:** Bond Projects Group 3 P/L (Lot 1)

**Proxies:** Nil

**Absentee Votes:** Nil

**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 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Item 1:

Confirmation of Chairperson. Acceptance of proxies and apologies.

D Firth (Lot 18) elected as chair and requested that E Duncan facilitate the meeting on their behalf. There were no proxies or absentee votes, and the apologies were accepted. The meeting proceeded with a reduced quorum and officially opened at 6pm.

## CHAIRPERSONS REPORT

### Item 2:

The Chairperson's Report will be addressed during the meeting.

A brief breakdown of the year was given by the chair and matters of the report were discussed.

## ADOPTION OF MINUTES

### Motion 3 Ordinary Resolution:

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

**Passed by Simple Majority**

## INSURANCE

### Motion 4 Special Resolution:

*That the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**Motion Passed.**  
**(5 in Favor, 0 objections, 0 Abstain)**

## INSURANCE VALUATION ADOPTION

### Motion 5 Ordinary Resolution:

*That the Owners Corporation authorise the Managing Agent to utilise the insurance valuation obtained from the QIA group to adjust the insurance cover amount of the current insurance policy, so that the cover amount is in line with the recommended insured amount as per the report.*

**Motion DEFEATED.**

Strata Manager to organise communication between insurance professional and executive committee to discuss the implications of under insuring.

## FINANCES

### Motion 6 Ordinary Resolution:

*That the financial accounts for the period 16th of June 2022 to 24th of May 2023 as presented be accepted.*

**Passed by Simple Majority**

## AUDITED FINANCIALS

### Motion 7 Ordinary Resolution:

*That upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

**DEFEATED by Simple Majority.**

Strata Manager advises that the complex does not require an audit due to size and advised to defeat motion due to an unnecessary cost and one that has not been budgeted for.

## ADMIN FUND EXPENDITURE BUDGET

### Motion 8 Ordinary Resolution:

*That the Administration Fund expenditure budget of \$79,281.16 for the period 16th of June 2023 to 15th of June 2024 be adopted.*

**Passed by Simple Majority**

## ADMIN FUND CONTRIBUTION

### Motion 9 Ordinary Resolution:

*That a contribution be determined to the Administration Fund equal to the sum of \$79,281.16, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 10th of August 2023, 30th of October 2023, 15th of January 2024 and 15th of April 2024.*

**Passed by Simple Majority**

## SINKING FUND CONTRIBUTION

### Motion 10 Ordinary Resolution:

The Sinking Fund Report dated 16th of June 2023 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$5,220.00.

*That a contribution of \$5,220.00 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 16th of June 2023 to 15th of June 2024 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 10th of August 2023, 30th of October 2023, 15th of January 2024 and 15th of April 2024.*

## Sinking Fund Report

Dated: 16th of June 2023  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 16th of June 2027

**Passed by Simple Majority**

## **SINKING FUND REPORT**

### **Motion 11 Ordinary Resolution:**

*That the Owners Corporation adopt the Sinking Fund Report dated 16th of June 2023*

**Passed by Simple Majority**

## **FIRE SAFETY REVIEW**

### **Item 12:**

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2020 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

Review of the fire services has been completed and O'Neill and Brown Fire Services have recently been engaged to attend to the regular maintenance of all fire assets. O'Neill and Brown Fire Services will provide an Annual Fire Safety Statement once annual service is carried out at their upcoming attendance.

## **RULES (ADOPTION AND REGISTRATION)**

### **Motion 13 Special Resolution:**

*That the Owners Corporation resolve, by Special Resolution to:*

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

**Motion Passed.**  
**(5 in favour, 0 Objections, 0 Abstain)**

## **CONTRACTS AND SERVICE AGREEMENTS**

### **Motion 14 Ordinary Resolution:**

*That the Owners Corporation authorise the incoming Executive Committee to review any contracts/service agreements that become due for renewal before the next Annual General Meeting and appoint new contractors as required.*

**Passed by Simple Majority.**

## EXECUTIVE COMMITTEE (Election)

### Motion 15 Ordinary Resolution:

*That the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members. It was **resolved** that M Kerby (Lot 5), A Dougan (Lot 10) and Bond Projects Group 3 Pty Ltd (Lot 1). Lot 1 to be confirmed as they were absent.*

**Passed by Simple Majority.**

## PETTY CASH FUND

### Motion 16 Ordinary Resolution:

*That the Owners Corporation authorise the establishment of a petty cash fund with:*

- a) the limit to be \$500 per annum,*
- b) a committee member being the designated 'petty cash custodian' as appointed by resolution at a formal Executive Committee meeting, will be responsible for distributing the petty cash as required and keeping a detailed record of these transactions.*

**Passed by Simple Majority**

## STRATA MANAGEMENT AGENCY AGREEMENT

### Motion 17 Ordinary Resolution:

*That the Owners Corporation authorise the Executive Committee to enter into a written management agreement, on expiry of the current agreement, appointing Vantage Strata as follows:*

- *That Vantage Strata be appointed as Manager, for a period of 3 year/s.*
- *Vantage Strata to assume all functions of the Owners Corporation other than any functions prohibited by the Unit Titles (Management) Act.*
- *Vantage Strata and the Owners Corporation to operate under the terms and conditions specified in the aforementioned Management Agreement.*

**Passed by Simple Majority**

Further discussion will proceed between the incoming Executive Committee and Vantage Strata prior to signature.

## GENERAL BUSINESS

### Item 18:

No General Business forms were received, however some members raised that the lights in the driveway are not currently operational, and the Strata Manager advised that a work order would be sent to rectify.

## MEETING CLOSURE

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There being no further business the meeting formally closed at 6:47 pm.

# Tempus Body Corporate Executive

27 August 2023

16D David St

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|                    |               |                  |              |
|--------------------|---------------|------------------|--------------|
| Meeting called by: | Executive     | Type of meeting: | Executive    |
| President:         |               | Treasurer:       | Mary O'Neill |
| Secretary:         |               |                  |              |
| Attendees:         | Anna Dougan   |                  |              |
| Apologies:         | Matthew Kerby |                  |              |

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## Minutes

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1. Welcome and apologies
2. Treasurer's report
  - a. Total financial position (as of the meeting): \$7,744.56 (admin fund)
  - b. \$2,808.38 (sinking fund)
  - c. \$3,992.65 in arrears
  - d. **Action:** put question to Vantage:
    - i. Note 4 units in arrears – have they been contacted?
3. Repair Quotes for Approval:
  - a. Utility Door Latch: \$203.50 – **Action** OK to proceed
  - b. Driveway light: \$319.00 – **Action** Ask Vantage to check last time light was replaced to see if there is warranty on it. Also get a second quote.
  - c. Windo clean and bug spray: \$5,500 – **Action** window clean on hold until we work out roof repair insurance claim. Also need roof access to be provided – don't have this.
  - d. Insurance claim: **Action** Ask Amanda does she start talking to insurance about the claim.
4. Reports
  - a. Defects: **Action** Mary to meet with Tim from Imagine around defect.
  - b. Irrigation: Merrick gave Anna manual for irrigation. Hunter NODE app. Don't need password, you just need to be close to it for the front garden, EC agrees that overwatering to the back garden. **Action** ask Gardener to adjust timer to not water as much.
  - c. Garden: **Action:** quote for mulching work on back garden from Gardener received and approved. Ask Gardener to turn off watering in back garden.
5. Other business
6. Next social meeting
  - a. Committee discussed when the next social event would be – September has school holidays, so thinking October 14 or a Sunday thereafter. We will discuss and select date next meeting.

## Other Information

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Next meeting proposed for Tuesday, 5:30pm 24 September 2023 (TBC).

# Tempus Body Corporate Executive

28 January 2024

16D David St

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|                    |                                       |                  |              |
|--------------------|---------------------------------------|------------------|--------------|
| Meeting called by: | Executive                             | Type of meeting: | Executive    |
| President:         |                                       | Treasurer:       | Mary O'Neill |
| Secretary:         |                                       |                  |              |
| Attendees:         | Anna Dougan; Matt Kerby; Mary O'Neill |                  |              |

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Apologies:

## Minutes

---

- Welcome and apologies.
- Treasurer's report
  - Total financial position (as of the meeting): \$31,779.38 (admin fund)
  - \$5,361.14 (sinking fund)
  - \$4,834.91 in arrears (U2: Nixon; U4 Lo and Rae; U9: Evita; U13 Howell; and U17: Roses)
- Repair Quotes for Approval: Meeting for special levy set for 11 December 2023 at 5pm on teams. **Vantage:** Where are we at with this? We recall it was approved with clarifications.
- Storm damage 13 January 2024: Insurance have been informed. Assessor appointed and came through units on Thursday 25 January 2024.
  - Need update on the sump works (maintenance contract in place now?) Please update on issues per email 15 Jan 2024 from Simon 2 and 3 and issue 1 is ongoing. Where is this up to?
  - Need to know when corrective works will start - cannot replace carpet until skirting and painting is completed. Next stage is builder to come and assess as well. Vantage to update us and keep us in the loop.
  - Please send a copy of the strata insurance policy document.
- Reports
  - Defects/Maintenance:
    - JR Welding is now the contact for front gate issues and fridge door handles.
    - Copper cladding issues, speak to Jackson at Eifer.
  - Irrigation: Anna has the app and has access to an irrigation schedule. Meant to be 40min starting at 8pm, Tuesday and Saturday. 20mins each on Forbes and on David St. Matt to check on Tuesday at 8pm that the sprinklers are on.
  - Garden: New gardeners. The back garden is full of **weeds**. In the entre of the point of the back. **Need to act asap. Also need hedges to be trimmed.**
- New committee members: Geoff, Kate and Grace have been nominated.
  - Approval from EC (Matt, Anna, and myself) was provided in this meeting.
  - Invitations to the next meetings to be forward to the new EC members. Need email addresses for new members to add to calendar invitations. Matt to obtain.
- Gas Transition discussion: **Action:** Put it on the radar for Strata and think do we start to factor this into the budgets for sinking fund and sinking fund reporting of works.
- Electric vehicle charging: Private garage only, not in the communal car park. **Action:** Ask strata if there are there any issues with getting charging station inside your own garage?
  - Since then, there was an incident where a visitor was using the communal power point in the basement to charge their vehicle. Photos on file. It is alleged that someone disengaged the chord from the power point and caused

damage to the charger. U16C is requesting strata security footage. Strata has said they need the police to request it and we only give it to the authorities. U16C is not happy with this. Matt will meet with U16 to discuss workable solutions/negotiations to keep the issue from courts. Note from Anna is that U16C has requested 20 Jan at 6pm-11.30pm onwards but note that Electric vehicle was charging again on the Sunday following the incident.

- b. Strata should do a blanket email to all owners about the charging station policy and not to use the charging point to charge a vehicle. Note there is a public EV charging point at the Croatian club 700m up the road.
- c. A new charging policy is required in our by-laws.
- d. Need to source a cover and lock for the power point to deter future use/issues.
- e. Need formal policy on accessing CCTV footage.

9. Solar panel for roofs: discussion with strata around what it would look like. Technical and legal challenges. **Action:** Matt to investigate

10. Other business:

- a. Fence rectification: (63 Forbes St): what fences are covered by Strata? Amanda to clarify.
  - i. Also please send up to date by laws for Tempus

11. Next social meeting:

- a. Committee discussed when the next social event would be – to discuss at next meeting.

### *Other Information*

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**Next meeting proposed for Sunday, 25 February 2024 at 10am.**

# Unit Titles (Management) Act 2011 – Form 1

## NOTICE OF REDUCED QUORUM DECISIONS

### Part A Details of reduced quorum decisions<sup>†</sup>

**A1 The Owners—Units Plan No 14382**

**A2 General meeting**

Date (or dates) of general meeting  
at which the reduced quorum  
decision or decisions were made— 23 July 2024

*Tick applicable box, or both boxes if applicable:*

☒ **Regularly convened**

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

☐ **Convened after  
adjournment**

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

**A3 Reduced quorum decisions**

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

| Date of decision | Full text of reduced quorum decision |
|------------------|--------------------------------------|
| 23 July 2024     | See attached minutes                 |
|                  |                                      |

**A4 Owners corporation declaration**

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



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

<sup>†</sup> In this notice, **UTMA** means the *Unit Titles (Management) Act 2011*.

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

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### B1 What is a reduced quorum decision?

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

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

#### *Reduced quorum decisions made at regularly-convened general meetings*

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

#### *Reduced quorum decisions—adjournment following quorum trouble*

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

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

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

**B3      *How may reduced quorum decisions be disallowed?***

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

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

**B4      *How may reduced quorum decisions be confirmed?***

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

**B5      *How may reduced quorum decisions be revoked?***

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF UP 14382  
'TEMPUS'  
David Street & Forbes Street, TURNER, ACT, 2612**

**Venue:** Vantage Strata Level 4, 'DKSN No.2', 23 Challis St, DICKSON, ACT, 2602

**Date:** Tuesday, 23 July 2024

**Time:** 05:30 PM

**Present:**

|                     |          |               |
|---------------------|----------|---------------|
| G Taylor            | (Lot 3)  | Owner present |
| R Raddatz & M Kerby | (Lot 5)  | Owner present |
| E Primiari          | (Lot 9)  | Owner present |
| A Dougan            | (Lot 10) | Owner present |
| S P & G A Foulds    | (Lot 12) | Owner present |
| K Howell            | (Lot 13) | Owner present |
| M & R Ritchie       | (Lot 16) | Owner present |
| D Firth             | (Lot 18) | Owner present |

**Chairperson:** M Kerby (Lot 5)

**Additional Attendees:** Amanda Som, Vantage Strata  
Olivia Adams, Vantage Strata

**Apologies:** Nil

**Proxies:** Nil

**Absentee Votes:** Nil

**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 3.11 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 overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.*

## CHAIRPERSON, PROXIES AND APOLOGIES

### Item 1:

M Kerby (Lot 5) was confirmed as Chairperson. No apologies, absentee or proxy votes were received.

## ADOPTION OF MINUTES

### Motion 2 Ordinary Resolution:

*It was resolved that the minutes of the previous General Meeting be confirmed.*

**Motion CARRIED**

## INSURANCE

### Motion 3 Special Resolution:

*It was resolved that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**Motion CARRIED  
(No Dissent Noted).**

## FINANCES

### Motion 4 Ordinary Resolution:

*It was resolved that the financial accounts for the period 16th of June 2023 to 15th of June 2024 as presented be accepted.*

**Motion CARRIED**

## ADMIN FUND EXPENDITURE BUDGET

### Motion 5 Ordinary Resolution:

*It was resolved that the Administration Fund expenditure budget of \$93,621.00 for the period 16th of June 2024 to 15th of June 2025 be adopted.*

**Motion CARRIED**

## ADMIN FUND CONTRIBUTION

### Motion 6 Ordinary Resolution:

*It was resolved* that a contribution be determined to the Administration Fund equal to the sum of \$93,621.00, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 13th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

**Motion CARRIED**

## SINKING FUND EXPENDITURE BUDGET

### Motion 7 Ordinary Resolution:

*It was resolved* that the Sinking Fund expenditure budget of \$1,814.00 for the period 16th of June 2024 to 15th of June 2025 be adopted.

**Motion CARRIED**

## SINKING FUND CONTRIBUTION

### Motion 8 Ordinary Resolution:

The Sinking Fund Report dated 1st of January 2022 was used as a point of reference for the proposed contributions. This year's recommended contributions total \$8,147.70.

*It was resolved* that a contribution of \$8,147.70 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 16th of June 2024 to 15th of June 2025 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 13th of August 2024, 30th of October 2024, 30th of January 2025 and 30th of April 2025.

#### Sinking Fund Report

Dated: 1st of January 2002  
Prepared By: QIA Group Pty Ltd  
Date To Be Reviewed: 1st of January 2005

**Motion CARRIED**

Please note a typo has been correct from the agenda pack. The Sinking Fund Report is dated 1st of January 2022. Clarification was sought regarding what is the owner's responsibility compared to strata. A Som advised that the maintenance plan covers all items that are covered by strata.

## UPDATE SINKING FUND

### Motion 9 Ordinary Resolution:

*It was resolved* that the Owners Corporation gives consent to the Executive Committee to obtain a report detailing a review of the sinking fund and associated collection. This review seeks to ensure that adequate funds are being collected for future major infrastructure works including conversion from gas to electricity (during or before 2045), electrical mains capacity upgrades and copper cladding works and that this report be presented to all Owners at the next General Meeting for adoption.

**Motion CARRIED**

## CONTRACTS AND SERVICE AGREEMENTS

### Motion 10 Ordinary Resolution:

*It was resolved* that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.

**Motion CARRIED**

## EXECUTIVE COMMITTEE (Election)

### Motion 11 Ordinary Resolution:

*It was resolved* that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.

**Motion CARRIED**

The following members were elected to the Executive Committee:

|                       |        |
|-----------------------|--------|
| G Taylor (Chairman)   | Lot 3  |
| R Raddatz (Treasure)  | Lot 5  |
| K Howell (Member)     | Lot 13 |
| M Ritchie (Secretary) | Lot 16 |

The previous committee was thanked for their hard work.

## MAINTENANCE PLAN (Obtain)

### Motion 12 Ordinary Resolution:

*It was resolved* that the Owners Corporation authorise the Managing Agent to appoint QIA Group Pty Ltd to prepare a maintenance plan in the amount of \$672.00 (incl. GST) as required under the Unit Titles (Management) Act 2011.

**Motion CARRIED**

## FIRE SAFETY REVIEW

### Item 13:

It is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023 that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

**A copy of the Annual Fire Safety Certificate was provided in the Annual General Meeting Agenda Pack.**

### Annual Fire Safety Certificate

Dated:

28th of May 2024

Prepared By:

O'Neill & Brown Fire Services

## RULES (ADOPTION AND REGISTRATION)

### Motion 14 Special Resolution:

*It was resolved that the Owners Corporation resolve, by Special Resolution to:-*

- a) rescind any existing registered rules.*
- b) register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules (a copy of which are attached).*
- c) accept that the updated rules will supersede and replace all other Rules previously in force.*
- d) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation.*

**Motion CARRIED**

## DELEGATIONS AND APPOINTMENTS

### Item 15:

The Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement.

## DEFECTS

### Item 16:

It was noted that the only current defects are the high safety system and rubber seals on the roof. Both defects are in the process of getting fixed.

## CONTRACTS

### Item 17:

No items were raised.

## GENERAL BUSINESS

### Item 18:

Instalment of Solar Panels was discussed. It was advised that the previous committee has investigated installing solar panels however ran into challenges with property rights. A Som to further investigate and send out a survey to owners to gauge interest.

It was noted that, as per the agreement/approval at the general meeting, all the sewage pipe rubber seals on the rooftop are to be replaced. The strata manager is to proceed with the work.

## MEETING CLOSURE

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There being no further business the meeting formally closed at **05:46 PM**.



## THE EXECUTIVE COMMITTEE MEETING MINUTES

### UNITS PLAN NO. 14382

### David Street & Forbes Street, TURNER, ACT, 2612

**Venue:** Microsoft Teams

**Date:** Wednesday the 14<sup>th</sup> of August 2024

**Time:** 4:00 PM

**Present:**

|                    |                              |
|--------------------|------------------------------|
| M Ritchie          | (Lot 16)                     |
| K Howell           | (Lot 13) (Interim Treasurer) |
| G Taylor           | (Lot 3)                      |
| M Kerby & Rosalind | (Lot 5)                      |

**Attendees:**

|           |                                  |
|-----------|----------------------------------|
| A Som     | (Strata Manager, Vantage Strata) |
| S Anthony | (Strata Manager, Vantage Strata) |

#### 1. Chairperson, Attendances and Apologies

It was resolved that G Taylor (Lot 3) chair the meeting. Attendance was acknowledged. It was noted that a quorum had been achieved and the meeting formally opened at 04:00 PM.

#### 2. Election of Office Bearers

|                             |                            |
|-----------------------------|----------------------------|
| G Taylor (Lot 3)            | Chairman                   |
| M Kerby & R Raddatz (Lot 5) | Treasure                   |
| M Ritchie (Lot 16)          | Secretary                  |
| K Howell (Lot 13)           | Member (Interim Treasurer) |

#### 3. Conflicts of Interest

It was noted that there were no conflicts of interest.

#### 4. Adoption of Previous Meetings Minutes

The last EC meeting minutes were adopted. It was resolved that next EC meeting will be held in one month's time. At the meeting, upon considering emerging issues, EC would make up a schedule for the coming months.

## **5. Matters Arising from the Previous Minutes**

It was discussed about the replacement of sewage penetration flashing on the roof for all the units as approved in the AGM by Owners Corporation.

A Som (Vantage) informed EC that the work scheduled to commence on Friday 16 August 2024.

G Taylor asked whether it has been communicated with all the residents regarding the work commencement especially with the owner for Lot 2 & Lot 18.

S Anthony (Vantage) will send out the communication to all the owners after the EC meeting.

G Taylor wants to know more about the requirement for the conversion of gas system to electricity system for hot water supply prior to the collection of sinking fund levy for any special projects.

A Som informed EC that it is advisable to engage a consultant to assess the existing power grid provision for the complex and submit a proposal for EC's consideration if required.

It was decided that there's no urgency to carry out this now and can be discussed and considered later.

## **6. Action Items**

### **a) Solar installation survey.**

A Som informed EC that Solar installation survey was sent out on 2 August 2024 and eleven owners are in favour of the project. A Som informed a solar system proposal was shared with EC prior to the meeting.

EC asked for clarification whether UP 14382 Tempus is classified as class A or B.

A Som confirmed with EC based on Units Plan that UP 14382 Tempus is classified as class A.

Vantage to share with EC the details confirming that UP 14382 is class A and the implications of a class A complex in comparison with class B. EC requested for Vantage to send a communication to all the owners informing them that UP 14382 Tempus is classified as class A. Hence Vantage must send a communication to all owners that complex roof is the responsibility of Owners Corporation which will enable EC to proceed with solar project if the said motion is approved in a general meeting based on simple majority.

EC requires more time to digest and understand the solar system proposal.

A Som suggested to organize a townhall meeting and invite the solar company to provide all the information required and answer all the questions by the owners.

**7. Other General Business:**

M Ritchie submitted a request for the installation of sky light for his unit.

G Taylor requested for more details for the installation such as the location where it will be installed.

M Ritchie will provide the information required by EC for consideration.

EC wants to explore more in detail regarding:

1 - Solar panels and requested Vantage to organise a presentation by the company that provided the quote.

and

2 - The capacity of the complex's electricity connection to support up to a total 19 private EV chargers in addition to the original electricity consumption planned for the complex. The EC requested Vantage pursue the ACTEW option of checking this with the understanding that it will be a sunk cost if ACTEW confirms that the current capacity is sufficient."

EC has approved the application from Unit 63 for the installation of steel mesh screen on windows.

**8. Next Meeting:**

Next meeting date to be confirmed later by EC.

**9. Meeting closure:**

Meeting closed at 5pm.



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF 14382**

**Tempus**

**David Street & Forbes Street, TURNER, ACT, 2612**

**VENUE:** Microsoft Teams

**DATE:** 4th August 2025

**TIME:** 05:00 PM (Canberra time)

**PRESENT:**

| Lot Number | Attendee                            | Owner Name                  |
|------------|-------------------------------------|-----------------------------|
| 3          | Owner - G Taylor & C Smith          | G Taylor & C Smith          |
| 5          | R Raddat Representing M Kerby       | Matthew Kerby               |
| 9          | Owner - Evita Primiari              | Evita Primiari              |
| 10         | Owner - A & A Dougan                | A & A Dougan                |
| 12         | Owner - S P & G A Foulds            | S P & G A Foulds            |
| 13         | Owner - Kathryn C Howell            | Kathryn C Howell            |
| 14         | Owner - D J Wallace & C M Argall    | D J Wallace & C M Argall    |
| 15         | Owner - Delwyn J Madge              | Delwyn J Madge              |
| 16         | Owner - Matthew R & Robyn A Ritchie | Matthew R & Robyn A Ritchie |
| 18         | Owner - J & D Firth                 | J & D Firth                 |

**APOLOGIES:**

Nil.

**PROXIES:**

Nil.

**ABSENTEE VOTES:**

| Name     | Description                 |
|----------|-----------------------------|
| N Ashraf | Lot 19 - Yes to all motions |

**ADDITIONAL ATTENDEES:**

| Name     | Description                                  |
|----------|----------------------------------------------|
| D Peyton | Team Leader - Representing Vantage Strata    |
| M Marais | Strata Manager - Representing Vantage Strata |

**QUORUM:** A quorum was present.

# 1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that G Taylor, Lot 3, be appointed as the chairperson of the meeting.*

The following absentee votes and proxies were accepted:

N Ashraf - Lot 19: "Yes" to all motions.

**MOTION CARRIED**

# 2. ADOPTION OF MINUTES

Ordinary resolution

*It was **resolved** that the minutes of the previous General Meeting be confirmed.*

**MOTION CARRIED**

# 3. INSURANCE

Special resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee by Special Resolution, upon renewal of the existing insurance policy, to act on its behalf to:*

- a) obtain quotations,*
- b) give consideration to premium funding the policy if necessary,*
- c) to place and/or renew the insurance policy on terms that the Committee considers appropriate,*
- d) obtain an Insurance Valuation Report from a qualified contractor if necessary.*

**NO DISSENT NOTED**

**MOTION CARRIED**

# 4. INSURANCE CLAIMS (New or Outstanding)

The Owners Corporation discussed any outstanding or new insurance claims. Owners are reminded to report any potential insurance claim to the Manager as soon as possible.

**Secretarial Note:** Owners present affirmed that when the insurance payout from QBE for the approved repairs is received it should be deposited in the sinking fund. The payout is for the replacement and repair of infrastructure - which is the purpose of the sinking fund.

## 5. FINANCES

Ordinary resolution

*It was **resolved** that the financial accounts for the period 16/06/2024 to 15/06/2025 as presented be accepted.*

The \$26,189.17 deficit recorded for the 2024/2025 period should be considered alongside the \$38,325.27 surplus in the 2023/2024 period. It was during this period that a Special Levy was raised to cover the installation of a Roof Access/Height Safety System.

Taken together, these figures reflect a stable overall financial position for the Corporation.

**MOTION CARRIED**

## 6. FINANCIAL YEAR END (Change)

Ordinary resolution

*It was **resolved** that the Owners Corporation amends the Financial Year, currently 16/06/2024 – 15/06/2025 to **16/06/2025 – 31/05/2026**, (subsequently it would be 01/06/2026 – 31/05/2027 for the following year).*

**MOTION CARRIED**

**Secretarial note:** This change has been approved by the Committee and will simplify the accounting process for the corporation. It also would allow for the finance team to prepare the necessary documents (audits, financials) prior to the end of busy June Financial Year and allow for a July AGM.

## 7. LEVY YEAR DATE (change)

Ordinary resolution

*It was **resolved** that the Owners Corporation amends the Levy Year, currently 16/06/2024 – 15/06/2025 to **01/08/2025 – 31/07/2026**.*

**MOTION CARRIED**

**Secretarial note:** The Levy Year for the Corporation is aligned with the Financial Year. The proposal to offset the Levy Year creates a bit of breathing room from the time the AGM is held to when the first levy is due.

## 8. REGISTRATION FOR GST

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the managing agent to register Units Plan 14382 for GST.*

**MOTION CARRIED**

## 9. AUDITED FINANCIALS

Submitted by Committee | Ordinary resolution

*It was **resolved** that upon conclusion of the current financial year, the Owners Corporation authorise the Manager to have the financial statements audited and then have the audited financials together with the audit report presented at the next Annual General Meeting for adoption.*

**MOTION CARRIED**

**Secretarial Note:** Motion raised and carried from the floor following the agreement to register the Corporation for GST.

## 10. ADMIN FUND EXPENDITURE BUDGET (Amended)

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$111,100.00 for the period 16/06/2025 to 31/05/2026 be adopted.*

**Explanatory note:** This budget reflects the Corporation's commitment to sound maintenance and financial stability following significant expenditures in the past year. The aim is to ensure that sufficient funds are available to meet ongoing obligations and maintain the property to a high standard.

### **MOTION CARRIED**

**Secretarial Note:** Budget line added for an audit to be completed at the conclusion of the 2025/2026 Financial Year.

## 11. ADMIN FUND CONTRIBUTION (Amended)

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$110,000.00 for the period 01/08/2025 to 31/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/08/2025, 01/11/2025, 01/02/2026 and 01/05/2026.*

### **MOTION CARRIED**

**Secretarial Note:** Motion amended to reflect the agreed change to the Levy Year (01/08/2025 - 31/07/2026)

## 12. SINKING FUND PLAN (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the Sinking Fund Plan (See attached full report) and make contributions to the Sinking Fund as recommended in the report.*

### **MOTION CARRIED**

## 13. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$10,877.00 for the period 16/06/2025 to 15/06/2026 be adopted.*

### **MOTION CARRIED**

## 14. SINKING FUND CONTRIBUTION (Amended)

Ordinary resolution

*It was **resolved** that a contribution of \$14,227.40 as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 01/08/2025 to 31/07/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 30/08/2025, 01/11/2025, 01/02/2026 and 01/05/2026.*

### **MOTION CARRIED**

**Secretarial Note:** Motion amended to reflect the agreed change to the Levy Year (01/08/2025 - 31/07/2026)

## 15. COMMON PROPERTY SAFETY REPORT - (Obtain)

Ordinary resolution

*That the Owners Corporation authorise the Executive Committee to: -*

- a) Source a quote/s for a Common Property Safety Report for the common property from a suitably qualified provider.*
- b) Give consideration to the quote/s provided and appoint a provider to undertake the formal Common Property Safety Report.*
- c) Review the Common Property Safety Report and action any items requiring urgent and immediate attention.*

### **MOTION FAILED**

**Secretarial Note:** The owners in attendance expressed concern that the Report might include findings or recommendations that could unnecessarily alter the appearance of the complex. The incoming Executive Committee will review the Common Property Safety Report in more detail and develop a position to present at the next AGM.

## 16. MAINTENANCE PLAN (Adoption)

Ordinary resolution

*It was **resolved** that the Owners Corporation adopt the Maintenance Plan, a copy of which is attached.*

### **MOTION CARRIED**

## 17. MAINTENANCE ISSUES

The Owners Corporation discussed:

- Any new or outstanding maintenance issues requiring attention.
- Upcoming maintenance contracts due for renewal.

The Corporation reaffirmed its commitment to engaging suitably qualified trades for all maintenance works and maintaining structured maintenance plans to ensure the ongoing care and compliance of the property.

## 18. DEFECTS

**Secretarial Note:** The Manager advised that the current claim through QBE for the defect items is progressing. Quotes are being sourced as per the accepted items.

The Manager will provide updates to the Committee, and confirm closure/finalisation of the claim to all owners at the next AGM.

## 19. FIRE SAFETY REVIEW

It is a requirement of the *Unit Titles (Management) (Meeting Agenda) Guidelines 2023* that the Owners Corporation have a fire safety review completed in compliance with the National Construction Code fire safety requirements.

### Annual Fire Safety Certificate

Dated: 16/6/2025

Prepared By: O'Neill & Brown Fire Services

**This item reaffirms the Corporation's current undertaking to have the fire equipment checked bi-annually by the fire contractor.**

## 20. DELEGATIONS AND APPOINTMENTS

Owners were reminded that the Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation as outlined in the management agreement.

This item is a requirement of the *Unit Titles (Management) (Meeting Agenda) Guidelines 2023*.

## 21. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the incoming Executive Committee to review any management or other contracts/service agreements that become due for renewal before the next Annual General Meeting and execute contracts/agreements as required.*

### **MOTION CARRIED**

**Secretarial Note:** Owners were advised that the Management Agreement with Vantage will expire in June 2026. The Committee will be provided the new Management Agreement for approval prior to the next AGM.

It was noted that Vantage Strata are no longer accepting Insurance Commissions and will be offering a rolled up management fee.

## 22. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

*It was **resolved** that the Owners Corporation elects an Executive Committee of between three to seven members from nominations of eligible members.*

### **MOTION CARRIED**

R Raddatz (Lot 5), S Brown (Lot 9), D Madge (Lot 15) & M Ritchie (Lot 16) have been elected to the Executive Committee.

Those present paid tribute to G Taylor & K Howell for their contributions on the Committee and to Tempus.

## 23. GENERAL BUSINESS

### **Gardens:**

Owners discussed the recent work undertaken by the gardener, Fairy. While the Committee acknowledges the efforts made to date, it was noted that the current Scope of Works may require review, as several garden areas appear to need more consistent care and attention than is currently being provided.

It was agreed that the incoming Executive Committee will review the existing Scope of Works, make amendments where necessary, and consider going to tender if appropriate.

Owners are reminded to maintain the hedges in front of their respective units, ensuring they are trimmed to an appropriate and presentable level.

### **Irrigation System:**

The Committee noted that the irrigation system is operating inconsistently, with some areas receiving excessive watering and others insufficient coverage. The Committee will review the system settings via the management app and determine whether further investigation or professional assessment is required.

### **Copper Sheeting Maintenance:**

The condition of the copper sheeting on the exterior of the building was discussed. The Committee will continue to monitor its condition and will notify the Strata Manager should specialist advice or maintenance be required.

### **Solar Power:**

The Committee revisited the potential installation of solar panels to service both common property and individual units. A previous proposal was deemed unviable; however, the Committee will continue to explore alternative options. Should a viable proposal be identified, it will be presented to all owners for consideration.

### **Vantage Command Centre (Owner Portal):**

Owners were informed of the upcoming rollout of the new Owner Portal via Vantage. Information is being released weekly in the lead-up to the formal launch at the end of August 2025. Through the portal, residents will be able to log maintenance requests for common property and receive live updates on progress. Owners will also have access to view levy invoices.

The Strata Manager confirmed that this system is included in the existing management fee and does not attract additional charges, unlike the previously used Building Link platform.

## 24. MEETING CLOSURE

Meeting closed at 06:40 PM.

# Vantage Strata Pty Ltd

## Approved Budget for Unit Title 14382

**TEMPUS, David Street & Forbes Street TURNER**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)

Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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### Administrative Fund

| Approved Budget<br>(01/08/2025-31/07/2026) | Current Actual<br>(16/06/2024-15/06/2025) | Current Budget<br>(16/06/2024-15/06/2025) |
|--------------------------------------------|-------------------------------------------|-------------------------------------------|
|--------------------------------------------|-------------------------------------------|-------------------------------------------|

#### Income

|             |              |             |             |
|-------------|--------------|-------------|-------------|
| Interest    | \$0.00       | \$63.97     | \$0.00      |
| Levy Income | \$110,000.00 | \$93,620.96 | \$93,621.00 |

#### Total Admin Fund Income

|  |              |             |             |
|--|--------------|-------------|-------------|
|  | \$110,000.00 | \$93,684.93 | \$93,621.00 |
|--|--------------|-------------|-------------|

#### Expense

|                                                     |             |             |             |
|-----------------------------------------------------|-------------|-------------|-------------|
| Accounting Fees                                     | \$1,500.00  | \$0.00      | \$0.00      |
| Audit Fees                                          | \$1,100.00  | \$0.00      | \$0.00      |
| BAS & Tax Preparation (I)                           | \$0.00      | \$440.00    | \$0.00      |
| Bank Fees & Charges                                 | \$70.00     | \$70.00     | \$0.00      |
| Banking, Software & Infrastructure                  | \$400.00    | \$439.98    | \$360.00    |
| Cleaning - Gutters                                  | \$2,500.00  | \$2,392.50  | \$2,000.00  |
| Cleaning - Windows                                  | \$2,500.00  | \$1,760.00  | \$2,800.00  |
| Contingency                                         | \$10,000.00 | \$0.00      | \$10,000.00 |
| Contractor Compliance Fee                           | \$100.00    | \$97.90     | \$100.00    |
| Electricity Usage                                   | \$3,500.00  | \$3,311.03  | \$3,500.00  |
| Fire - Maintenance Contract                         | \$1,500.00  | \$1,089.00  | \$1,000.00  |
| Fire - Monitoring                                   | \$2,000.00  | \$1,839.16  | \$2,000.00  |
| Gardening - Contract                                | \$6,500.00  | \$6,957.61  | \$5,700.00  |
| Gardening - Other                                   | \$1,000.00  | \$0.00      | \$0.00      |
| Government Permits, Fees & Charges                  | \$0.00      | \$57.00     | \$0.00      |
| Insurance Excess Payments                           | \$2,000.00  | \$0.00      | \$1,000.00  |
| Insurance Premium                                   | \$34,000.00 | \$31,128.12 | \$30,000.00 |
| Legal Fees Other                                    | \$0.00      | \$1,936.00  | \$0.00      |
| Lodgement Fees (I)                                  | \$0.00      | \$272.50    | \$0.00      |
| Management Fees - Schedule B Fees                   | \$0.00      | \$177.00    | \$0.00      |
| Management Fees - Strata Management                 | \$8,930.00  | \$8,516.79  | \$8,930.00  |
| R&M - Electrical                                    | \$5,000.00  | \$242.00    | \$2,000.00  |
| R&M - Electrical, Gas & Plumbing Infrastructure (I) | \$0.00      | \$0.00      | \$2,700.00  |
| R&M - General                                       | \$1,500.00  | \$1,223.75  | \$1,000.00  |
| R&M - Improvements, Upgrades & Replacements         | \$6,000.00  | \$5,720.00  | \$5,720.00  |
| R&M - Pest Control                                  | \$2,500.00  | \$2,000.00  | \$1,500.00  |
| R&M - Plumbing                                      | \$5,000.00  | \$16,475.54 | \$1,500.00  |
| R&M - Plumbing Maintenance Contract                 | \$3,000.00  | \$2,214.08  | \$2,600.00  |
| R&M - Roof                                          | \$1,500.00  | \$0.00      | \$1,500.00  |
| R&M - Safety Access System                          | \$1,500.00  | \$26,977.50 | \$0.00      |
| R&M - Sumps & Pumps                                 | \$5,000.00  | \$0.00      | \$5,000.00  |
| Registering Rule Changes (I)                        | \$0.00      | \$0.00      | \$200.00    |
| Reports - Maintenance Plan                          | \$0.00      | \$672.00    | \$0.00      |
| Reports - Sinking / Capital Works Fund Plan         | \$0.00      | \$0.00      | \$411.00    |
| Water Usage                                         | \$2,500.00  | \$2,394.50  | \$2,100.00  |

#### Total Admin Fund Expense

|  |              |              |             |
|--|--------------|--------------|-------------|
|  | \$111,100.00 | \$118,403.96 | \$93,621.00 |
|--|--------------|--------------|-------------|

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 14382**

**TEMPUS, David Street & Forbes Street TURNER**

**Prepared by Vantage Strata Pty Ltd (ABN 79602359482)**

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**Administrative Fund**

|                                | <b>Approved Budget</b><br><b>(01/08/2025-31/07/2026)</b> | <b>Current Actual</b><br><b>(16/06/2024-15/06/2025)</b> | <b>Current Budget</b><br><b>(16/06/2024-15/06/2025)</b> |
|--------------------------------|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| <b>TOTAL ADMIN LEVY INCOME</b> | <b>\$110,000.00</b>                                      | <b>\$93,620.96</b>                                      | <b>\$93,621.00</b>                                      |
| <b>TOTAL ADMIN BUDGET</b>      | <b>\$110,000.00</b>                                      |                                                         | <b>\$93,621.00</b>                                      |

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**Sinking Fund**

| <b>Approved Budget</b><br><b>(01/08/2025-31/07/2026)</b> | <b>Current Actual</b><br><b>(16/06/2024-15/06/2025)</b> | <b>Current Budget</b><br><b>(16/06/2024-15/06/2025)</b> |
|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
|----------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|

**Income**

|             |             |            |            |
|-------------|-------------|------------|------------|
| Interest    | \$0.00      | \$5.60     | \$0.00     |
| Levy Income | \$14,227.40 | \$8,147.64 | \$8,147.70 |

**Total Sinking Fund Income**

|                    |                   |                   |
|--------------------|-------------------|-------------------|
| <b>\$14,227.40</b> | <b>\$8,153.24</b> | <b>\$8,147.70</b> |
|--------------------|-------------------|-------------------|

**Expense**

|                            |             |        |            |
|----------------------------|-------------|--------|------------|
| Capital Works Contribution | \$10,877.00 | \$0.00 | \$1,814.00 |
|----------------------------|-------------|--------|------------|

**Total Sinking Fund Expense**

|                    |               |                   |
|--------------------|---------------|-------------------|
| <b>\$10,877.00</b> | <b>\$0.00</b> | <b>\$1,814.00</b> |
|--------------------|---------------|-------------------|

**TOTAL SINKING LEVY INCOME**

|                    |                   |                   |
|--------------------|-------------------|-------------------|
| <b>\$14,227.40</b> | <b>\$8,147.64</b> | <b>\$8,147.70</b> |
|--------------------|-------------------|-------------------|

**TOTAL SINKING BUDGET**

|                    |  |                   |
|--------------------|--|-------------------|
| <b>\$14,227.40</b> |  | <b>\$8,147.70</b> |
|--------------------|--|-------------------|

**Vantage Strata Pty Ltd**  
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## Budget Summary (01/08/2025-31/07/2026)

|                             | Approved            | 1st Instalment<br>30/08/2025 | 2nd Instalment<br>01/11/2025 | 3rd Instalment<br>01/02/2026 | 4th Instalment<br>01/05/2026 | TOTAL<br>(01/08/2025-31/07/2026) |
|-----------------------------|---------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------------------------|
| Administrative Fund         | \$110,000.00        | \$27,500.00                  | \$27,500.00                  | \$27,500.00                  | \$27,500.00                  | \$110,000.00                     |
| Sinking Fund                | \$14,227.40         | \$3,556.90                   | \$3,556.90                   | \$3,556.90                   | \$3,556.90                   | \$14,227.60                      |
| Contribution Schedule Total | \$124,227.40        | \$31,056.90                  | \$31,056.90                  | \$31,056.90                  | \$31,056.90                  | \$124,227.60                     |
| <b>Amount to Collect</b>    | <b>\$124,227.40</b> | <b>\$31,056.90</b>           | <b>\$31,056.90</b>           | <b>\$31,056.90</b>           | <b>\$31,056.90</b>           | <b>\$124,227.60</b>              |

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 14382**

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## Levy Adjustment Summary (01/08/2025-31/07/2026)

### Contribution Schedule

### Aggregate Units of Entitlement (UOE) - 1000

| Due Date                                             | Levy Period             | Admin               | Sinking            | Total               |
|------------------------------------------------------|-------------------------|---------------------|--------------------|---------------------|
| 30/08/2025                                           | 16/06/2025 - 15/09/2025 | \$27.50             | \$3.56             | \$31.06             |
| 01/11/2025                                           | 16/09/2025 - 15/12/2025 | \$27.50             | \$3.56             | \$31.06             |
| 01/02/2026                                           | 16/12/2025 - 15/03/2026 | \$27.50             | \$3.56             | \$31.06             |
| 01/05/2026                                           | 16/03/2026 - 15/06/2026 | \$27.50             | \$3.56             | \$31.06             |
| <b>Financial Year Total per Units of Entitlement</b> |                         | <b>\$110.00</b>     | <b>\$14.23</b>     | <b>\$124.23</b>     |
| <b>Financial Year Aggregate</b>                      |                         | <b>\$110,000.00</b> | <b>\$14,227.60</b> | <b>\$124,227.60</b> |
| <b>Approved Budget Amount</b>                        |                         | <b>\$110,000.00</b> | <b>\$14,227.40</b> | <b>\$124,227.40</b> |
| <b>Next Year Pre Issue Aggregate</b>                 |                         | <b>\$0.00</b>       | <b>\$0.00</b>      | <b>\$0.00</b>       |

**Vantage Strata Pty Ltd**  
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## Owner Summary (01/08/2025-31/07/2026) - Contribution Schedule

| UOE | Lot(s) |                    | 1st Instalment<br>30/08/2025 | 2nd Instalment<br>01/11/2025 | 3rd Instalment<br>01/02/2026 | 4th Instalment<br>01/05/2026 | TOTAL<br>(01/08/2025-31/07/2026) |
|-----|--------|--------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------------------------|
| 84  | 1      |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$2,310.02                   | \$2,310.02                   | \$2,310.02                   | \$2,310.02                   | \$9,240.08                       |
|     |        | Sinking            | \$298.78                     | \$298.78                     | \$298.78                     | \$298.78                     | \$1,195.12                       |
|     |        | <b>Owner Total</b> | <b>\$2,608.80</b>            | <b>\$2,608.80</b>            | <b>\$2,608.80</b>            | <b>\$2,608.80</b>            | <b>\$10,435.20</b>               |
| 64  | 2      |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$1,760.01                   | \$1,760.01                   | \$1,760.01                   | \$1,760.01                   | \$7,040.04                       |
|     |        | Sinking            | \$227.64                     | \$227.64                     | \$227.64                     | \$227.64                     | \$910.56                         |
|     |        | <b>Owner Total</b> | <b>\$1,987.65</b>            | <b>\$1,987.65</b>            | <b>\$1,987.65</b>            | <b>\$1,987.65</b>            | <b>\$7,950.60</b>                |
| 44  | 3, 4   |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$1,210.00                   | \$1,210.00                   | \$1,210.00                   | \$1,210.00                   | \$4,840.00                       |
|     |        | Sinking            | \$156.50                     | \$156.50                     | \$156.50                     | \$156.50                     | \$626.00                         |
|     |        | <b>Owner Total</b> | <b>\$1,366.50</b>            | <b>\$1,366.50</b>            | <b>\$1,366.50</b>            | <b>\$1,366.50</b>            | <b>\$5,466.00</b>                |
| 49  | 5, 6   |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$1,347.51                   | \$1,347.51                   | \$1,347.51                   | \$1,347.51                   | \$5,390.04                       |
|     |        | Sinking            | \$174.29                     | \$174.29                     | \$174.29                     | \$174.29                     | \$697.16                         |
|     |        | <b>Owner Total</b> | <b>\$1,521.80</b>            | <b>\$1,521.80</b>            | <b>\$1,521.80</b>            | <b>\$1,521.80</b>            | <b>\$6,087.20</b>                |
| 50  | 7      |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$1,375.01                   | \$1,375.01                   | \$1,375.01                   | \$1,375.01                   | \$5,500.04                       |
|     |        | Sinking            | \$177.84                     | \$177.84                     | \$177.84                     | \$177.84                     | \$711.36                         |
|     |        | <b>Owner Total</b> | <b>\$1,552.85</b>            | <b>\$1,552.85</b>            | <b>\$1,552.85</b>            | <b>\$1,552.85</b>            | <b>\$6,211.40</b>                |
| 52  | 8, 9   |                    |                              |                              |                              |                              |                                  |
|     |        | Admin              | \$1,429.99                   | \$1,429.99                   | \$1,429.99                   | \$1,429.99                   | \$5,719.96                       |
|     |        | Sinking            | \$184.96                     | \$184.96                     | \$184.96                     | \$184.96                     | \$739.84                         |
|     |        | <b>Owner Total</b> | <b>\$1,614.95</b>            | <b>\$1,614.95</b>            | <b>\$1,614.95</b>            | <b>\$1,614.95</b>            | <b>\$6,459.80</b>                |

Disclaimer: There may be differences in calculated instalment amounts due to rounding to nearest \$0.05

**Vantage Strata Pty Ltd**  
**Approved Budget for Unit Title 14382**

**TEMPUS, David Street & Forbes Street TURNER**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
Level 4, DKSN No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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## Owner Summary (01/08/2025-31/07/2026) - Contribution Schedule

| UOE | Lot(s)         |                    | 1st Instalment<br>30/08/2025 | 2nd Instalment<br>01/11/2025 | 3rd Instalment<br>01/02/2026 | 4th Instalment<br>01/05/2026 | TOTAL<br>(01/08/2025-31/07/2026) |
|-----|----------------|--------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------------------------|
| 51  | 10, 11         |                    |                              |                              |                              |                              |                                  |
|     |                | Admin              | \$1,402.50                   | \$1,402.50                   | \$1,402.50                   | \$1,402.50                   | \$5,610.00                       |
|     |                | Sinking            | \$181.40                     | \$181.40                     | \$181.40                     | \$181.40                     | \$725.60                         |
|     |                | <b>Owner Total</b> | <b>\$1,583.90</b>            | <b>\$1,583.90</b>            | <b>\$1,583.90</b>            | <b>\$1,583.90</b>            | <b>\$6,335.60</b>                |
| 48  | 12, 13         |                    |                              |                              |                              |                              |                                  |
|     |                | Admin              | \$1,320.02                   | \$1,320.02                   | \$1,320.02                   | \$1,320.02                   | \$5,280.08                       |
|     |                | Sinking            | \$170.73                     | \$170.73                     | \$170.73                     | \$170.73                     | \$682.92                         |
|     |                | <b>Owner Total</b> | <b>\$1,490.75</b>            | <b>\$1,490.75</b>            | <b>\$1,490.75</b>            | <b>\$1,490.75</b>            | <b>\$5,963.00</b>                |
| 46  | 14, 15, 16, 17 |                    |                              |                              |                              |                              |                                  |
|     |                | Admin              | \$1,264.98                   | \$1,264.98                   | \$1,264.98                   | \$1,264.98                   | \$5,059.92                       |
|     |                | Sinking            | \$163.62                     | \$163.62                     | \$163.62                     | \$163.62                     | \$654.48                         |
|     |                | <b>Owner Total</b> | <b>\$1,428.60</b>            | <b>\$1,428.60</b>            | <b>\$1,428.60</b>            | <b>\$1,428.60</b>            | <b>\$5,714.40</b>                |
| 65  | 18, 19         |                    |                              |                              |                              |                              |                                  |
|     |                | Admin              | \$1,787.50                   | \$1,787.50                   | \$1,787.50                   | \$1,787.50                   | \$7,150.00                       |
|     |                | Sinking            | \$231.20                     | \$231.20                     | \$231.20                     | \$231.20                     | \$924.80                         |
|     |                | <b>Owner Total</b> | <b>\$2,018.70</b>            | <b>\$2,018.70</b>            | <b>\$2,018.70</b>            | <b>\$2,018.70</b>            | <b>\$8,074.80</b>                |

# Vantage Strata Pty Ltd

## Approved Budget for Unit Title 14382

**TEMPUS, David Street & Forbes Street TURNER**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
Level 4, DKS No 2. 23 Challis Street DICKSON ACT 2602 Ph 02 6171 9700 Fax

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### Contribution Summary (01/08/2025-31/07/2026)

| Lot(s)         | Schedule                                    | UOE | Admin Fund                      | Sinking                         | Annual Levy                  |
|----------------|---------------------------------------------|-----|---------------------------------|---------------------------------|------------------------------|
| 1              | Contribution Schedule<br><b>Owner Total</b> | 84  | \$9,240.08<br><b>\$9,240.08</b> | \$1,195.12<br><b>\$1,195.12</b> | \$0.00<br><b>\$10,435.20</b> |
| 2              | Contribution Schedule<br><b>Owner Total</b> | 64  | \$7,040.04<br><b>\$7,040.04</b> | \$910.56<br><b>\$910.56</b>     | \$0.00<br><b>\$7,950.60</b>  |
| 3, 4           | Contribution Schedule<br><b>Owner Total</b> | 44  | \$4,840.00<br><b>\$4,840.00</b> | \$626.00<br><b>\$626.00</b>     | \$0.00<br><b>\$5,466.00</b>  |
| 5, 6           | Contribution Schedule<br><b>Owner Total</b> | 49  | \$5,390.04<br><b>\$5,390.04</b> | \$697.16<br><b>\$697.16</b>     | \$0.00<br><b>\$6,087.20</b>  |
| 7              | Contribution Schedule<br><b>Owner Total</b> | 50  | \$5,500.04<br><b>\$5,500.04</b> | \$711.36<br><b>\$711.36</b>     | \$0.00<br><b>\$6,211.40</b>  |
| 8, 9           | Contribution Schedule<br><b>Owner Total</b> | 52  | \$5,719.96<br><b>\$5,719.96</b> | \$739.84<br><b>\$739.84</b>     | \$0.00<br><b>\$6,459.80</b>  |
| 10, 11         | Contribution Schedule<br><b>Owner Total</b> | 51  | \$5,610.00<br><b>\$5,610.00</b> | \$725.60<br><b>\$725.60</b>     | \$0.00<br><b>\$6,335.60</b>  |
| 12, 13         | Contribution Schedule<br><b>Owner Total</b> | 48  | \$5,280.08<br><b>\$5,280.08</b> | \$682.92<br><b>\$682.92</b>     | \$0.00<br><b>\$5,963.00</b>  |
| 14, 15, 16, 17 | Contribution Schedule<br><b>Owner Total</b> | 46  | \$5,059.92<br><b>\$5,059.92</b> | \$654.48<br><b>\$654.48</b>     | \$0.00<br><b>\$5,714.40</b>  |
| 18, 19         | Contribution Schedule<br><b>Owner Total</b> | 65  | \$7,150.00<br><b>\$7,150.00</b> | \$924.80<br><b>\$924.80</b>     | \$0.00<br><b>\$8,074.80</b>  |
|                | <b>Overall Total</b>                        |     | <b>\$110,000.00</b>             | <b>\$14,227.60</b>              | <b>\$124,227.60</b>          |

| Schedule              | UOE  |
|-----------------------|------|
| Contribution Schedule | 1000 |

**EXECUTIVE COMMITTEE MEETING MINUTES**  
**OF UNITS PLAN 14382**  
**'TEMPUS'**  
**David Street & Forbes Street, TURNER, ACT 2612**

**Venue:** via 'Microsoft Teams'  
**Date:** Wednesday, 29<sup>th</sup> October 2025  
**Time:** 12:00PM

**Present:**

|            |          |
|------------|----------|
| R Raddat   | (Lot 5)  |
| S Primiari | (Lot 9)  |
| M Ritchie  | (Lot 16) |
| D Madge    | (Lot 15) |

---

**1. ATTENDANCE, ACCEPTANCE OF APOLOGIES & CHAIRPERSON**

The Executive Committee confirms that M. Ritchie (Lot 16) will serve as the chairperson for this meeting.

---

**2. QUORUM**

*The Executive Committee confirms that a quorum has been achieved, and the meeting can proceed.*

---

**3. CONFLICT OF INTEREST**

The Committee members are to review the agenda, declare any 'conflict of interest' under the relevant item. **CONFIRMED**

---

**4. FINANCIAL INFORMATION**

- a. Cash at Bank as at 29/10/2025
  - Administration Fund: \$40,858.15
  - Sinking Fund: \$19,002.60
  - Total Funds: \$59,860.75
- b. Owner Arrears as at 29/10/2025: Four owners have outstanding levies. One owner referred to Debt Recovery.

- c. Under the new arrangement, the Manager will approve all day-to-day invoices for regular maintenance, etc. Invoices over \$5,000.00 will be referred to the Treasurer for approval.

## 5. ELECTION OF OFFICE BEARERS

---

The Executive Committee to elect and confirm the office bearers.

|           |                      |
|-----------|----------------------|
| D Madge   | (Lot 15) Treasurer   |
| R Raddat  | (Lot 5) Secretary    |
| M Ritchie | (Lot 16) Chairperson |

## 6. INSURANCE

---

- a. Insurance Renewal – 31/03/2025 to 31/03/2026 at 4:00pm.
- b. Claims
  - i. Unit 18A: Water Damage to internal ceiling. Cash settlement proposed for the repairs. Settlement is based on the quote (\$4,353.28) provided by Johns Lyng Group less the \$1,000 policy excess. Total received by the Corporation is \$3,353.28 – this will be undertaken once the additional roof repairs have been completed. **Accepted**

## 7. ITEMS TO DISCUSS

---

- a) **Warranty Claim update:** The Manager advised that Sellick Consultants have been engaged to scope/quote the upgrades to the stormwater drainage system as part of the defects claim through QBE. The quote to repair the downpipe waterproofing issues for Unit 69, 67, 16A, 75, 71, & 73 has been approved. QBE advised that settlement of all elements of the claim will be finalised when invoices/quotes have been provided.
- b) **Gardener's performance.** The Committee noted that the gardening contractor, Fairy, has been in regular attendance and is performing to a good standard.
- c) **Solar:** The proposal to install rooftop solar panels was discussed. To progress this, a "Town Hall" will be hosted to informally hear from experts and allow owners to ask questions and contribute to the discussion. A formal tender/approval process will follow. A General Meeting would be required to formally approve the installation/funding of the solar panels.
- d) **Ceiling Insulation Requirements:** It is now a requirement for the Owners Corporation to hold the R Rating of the insulation in the roof space above each unit. The Manager has provided a proposal for the inspections to occur. The Committee will consider this matter further.

- e) **Roof Repairs.** Epic Roofs Quote for additional repairs highlighted during the claim process for Unit 18A is approved.

## 8. NEXT MEETING

---

The Committee will meet as required on minor matters. The next formal meeting is due in early 2026.

## 9. MEETING CLOSE

---

The meeting closed at 01:00 PM



ACT  
PROPERTY  
INSPECTIONS

18D David Street,  
Turner ACT 2612

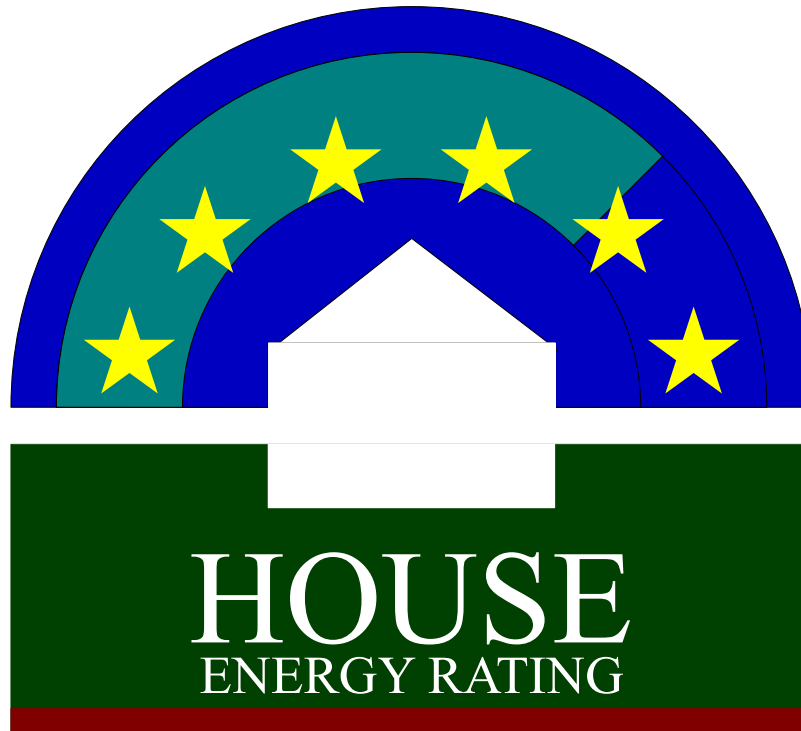
Report prepared: Friday, November 14<sup>th</sup> 2025

Energy Efficiency Rating  
Insurance Certificates  
Tax Invoice

# Energy Efficiency Report



# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆ **4.5 STARS**  
**in Climate: 24**

**SCORE: -1 POINTS**

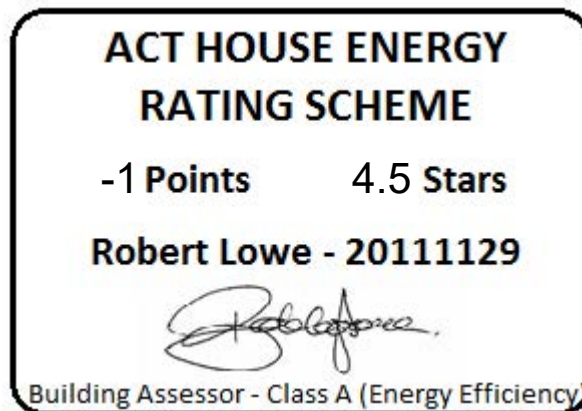
**Name:** Wills

**Ref No:** 66207

**House Title:** Unit 1 Block 11 Section 60 TURNER

**Date:** 14-11-2025

**Address:** 18D David St, Turner ACT 2612



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     | -1     | <div></div> |     |         |     |     |     |      |   |       |    |         |
| Potential   | 17     | <div></div> |     |         |     |     |     |      |   |       |    |         |

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 | 12                |
| Remove Roof Glazing                     | 6                 |

## ORIENTATION

Orientation is one of the key factors which influences energy efficiency. This dwelling will achieve different scores and star ratings for different orientations.

|                       |           |              |
|-----------------------|-----------|--------------|
| <b>Current Rating</b> | <b>-1</b> | <b>★★★★☆</b> |
|-----------------------|-----------|--------------|

Largest windows in the dwelling;

**Direction : WSW**

**Area : 37 m<sup>2</sup>**

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. South West | -1          | ★★★★☆       |
| 2. West       | 10          | ★★★★★       |
| 3. North West | 18          | ★★★★★★      |
| 4. North      | 28          | ★★★★★★      |
| 5. North East | 24          | ★★★★★★      |
| 6. East       | 20          | ★★★★★★      |
| 7. South East | 8           | ★★★★★       |
| 8. South      | 2           | ★★★★☆       |

|                       |
|-----------------------|
| <b>FirstRate Mode</b> |
| <b>Climate: 24</b>    |

**RATING SUMMARY for: Unit 1 Block 11 Section 60 TURNER, 18D David St, Turner ACT 2612**

Assessor's Name:

Net Conditioned Floor Area: 195.4 m<sup>2</sup>

|                                                                                                                                                                                                                           |       |                           |              |             |             |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------|--------------|-------------|-------------|-------|
| Net Conditioned Floor Area: 195.4 m²                                                                                                                                                                                      |       |                           |              | Points      |             |       |
| Feature                                                                                                                                                                                                                   |       |                           |              | Winter      | Summer      | Total |
| CEILING                                                                                                                                                                                                                   |       |                           |              | 14          | 0           | 14    |
| Surface Area: 10                                                                                                                                                                                                          |       | Insulation: 9             |              |             |             |       |
| WALL                                                                                                                                                                                                                      |       |                           |              | 4           | 0           | 4     |
| Surface Area: -3                                                                                                                                                                                                          |       | Insulation: 7             |              | Mass: 0     |             |       |
| FLOOR                                                                                                                                                                                                                     |       |                           |              | 11          | -2          | 9     |
| Surface Area: 5                                                                                                                                                                                                           |       | Insulation: 1             |              | Mass: 3     |             |       |
| AIR LEAKAGE (Percentage of score shown for each element)                                                                                                                                                                  |       |                           |              | 8           | 0           | 8     |
| Fire Place 0 %                                                                                                                                                                                                            |       | Vented Skylights 0 %      |              |             |             |       |
| Fixed Vents 0 %                                                                                                                                                                                                           |       | Windows 50 %              |              |             |             |       |
| Exhaust Fans 13 %                                                                                                                                                                                                         |       | Doors 18 %                |              |             |             |       |
| Down Lights 0 %                                                                                                                                                                                                           |       | Gaps (around frames) 19 % |              |             |             |       |
| DESIGN FEATURES                                                                                                                                                                                                           |       |                           |              | 0           | 1           | 1     |
| Cross Ventilation 1                                                                                                                                                                                                       |       |                           |              |             |             |       |
| ROOF GLAZING                                                                                                                                                                                                              |       |                           |              | -1          | -6          | -7    |
| Winter Gain 4                                                                                                                                                                                                             |       | Winter Loss -4            |              |             |             |       |
| WINDOWS                                                                                                                                                                                                                   |       |                           |              | -3          | -28         | -31   |
| Window Direction                                                                                                                                                                                                          | Area  |                           | Point Scores |             |             |       |
|                                                                                                                                                                                                                           | m2    | %NCFA                     | Winter* Loss | Winter Gain | Summer Gain | Total |
| ENE                                                                                                                                                                                                                       | 2     | 1%                        | -1           | 1           | 0           | -1    |
| SSE                                                                                                                                                                                                                       | 28    | 14%                       | -16          | 8           | -4          | -11   |
| WSW                                                                                                                                                                                                                       | 41    | 21%                       | -25          | 20          | -17         | -23   |
| NNW                                                                                                                                                                                                                       | 19    | 10%                       | -10          | 20          | -6          | 4     |
| Total                                                                                                                                                                                                                     | 89    | 46%                       | -52          | 49          | -28         | -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 16 points                                                                                                                                                |       |                           |              | Winter      | Summer      | Total |
| RATING                                                                                                                                                                                                                    | ★★★★☆ |                           | SCORE        |             | 34          | -35   |
|                                                                                                                                                                                                                           |       |                           |              |             |             | -1*   |

\* includes 0 points from Area Adjustment

# Detailed House Data

## House Details

|               |                                   |
|---------------|-----------------------------------|
| ClientName    | Wills                             |
| HouseTitle    | Unit 1 Block 11 Section 60 TURNER |
| StreetAddress | 18D David St, Turner ACT 2612     |
| FileCreated   | 14-11-2025                        |

## 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    | No     | No   | No     | R4.0       | 86.0m <sup>2</sup> |
| 5  | Suspended Slab | NA        | Yes   | No     | No   | Tiles  | R0.0       | 14.0m <sup>2</sup> |
| 6  | Suspended Slab | NA        | Yes   | No     | No   | Carp   | R0.0       | 67.0m <sup>2</sup> |
| 7  | Suspended Slab | NA        | Yes   | No     | No   | Tiles  | R0.0       | 15.0m <sup>2</sup> |
| 8  | Suspended Slab | NA        | Yes   | No     | No   | Carp   | R0.0       | 35.0m <sup>2</sup> |

## Wall Details

| ID | Construction          | Shared | Ins RValue | Length | Height |
|----|-----------------------|--------|------------|--------|--------|
| 1  | Brick Veneer          | No     | R2.5       | 31.9m  | 2.7m   |
| 2  | Framed: FC Sheet Clad | Yes    | R0.0       | 9.4m   | 2.7m   |
| 6  | Brick Veneer          | No     | R2.5       | 16.3m  | 2.6m   |
| 7  | Framed: Metal Clad    | No     | R2.5       | 9.0m   | 2.6m   |
| 8  | Framed: FC Sheet Clad | Yes    | R0.0       | 10.7m  | 2.6m   |
| 10 | Brick Veneer          | No     | R2.5       | 33.9m  | 3.0m   |

## Ceiling Details

| ID | Construction          | Shared | Foil | Ins RValue | Area               |
|----|-----------------------|--------|------|------------|--------------------|
| 2  | Flat - Framed         | No     | Yes  | R5.0       | 50.0m <sup>2</sup> |
| 3  | Flat - Suspended Slab | No     | No   | R4.0       | 36.0m <sup>2</sup> |

## Window Details

| ID | Dir | Height | Width | Utility | Glass | Frame  | Curtain | Blind | Fixed & Adj | Fixed Eave | Head to Eave |
|----|-----|--------|-------|---------|-------|--------|---------|-------|-------------|------------|--------------|
| 1  | NNW | 2.3m   | 2.3m  | No      | DG2   | ALIMPR | CP      | No    | 0.0m        | 0.0m       | 0.0m         |
| 2  | NNW | 2.3m   | 1.2m  | No      | DG2   | ALIMPR | CP      | No    | 0.0m        | 0.0m       | 0.0m         |
| 3  | WSW | 1.8m   | 0.9m  | No      | DG2   | ALIMPR | VE      | No    | 0.0m        | 0.0m       | 0.0m         |
| 4  | WSW | 2.3m   | 0.9m  | No      | DG2   | ALIMPR | VE      | No    | 0.0m        | 0.0m       | 0.0m         |
| 5  | WSW | 2.3m   | 3.6m  | No      | DG2   | ALIMPR | VE      | No    | 0.0m        | 0.0m       | 0.0m         |
| 6  | WSW | 2.3m   | 1.6m  | No      | DG2   | ALIMPR | VE      | No    | 0.0m        | 0.0m       | 0.0m         |
| 7  | SSE | 2.3m   | 2.3m  | No      | DG2   | ALIMPR | CP      | No    | 1.5m        | 1.5m       | 0.0m         |
| 8  | SSE | 2.3m   | 2.3m  | No      | DG2   | ALIMPR | CP      | No    | 1.5m        | 1.5m       | 0.0m         |
| 12 | NNW | 1.8m   | 1.5m  | No      | DG2   | ALIMPR | HP      | No    | 0.0m        | 0.0m       | 0.0m         |
| 13 | NNW | 1.8m   | 1.2m  | No      | DG2   | ALIMPR | HP      | No    | 0.0m        | 0.0m       | 0.0m         |
| 14 | ENE | 2.3m   | 0.8m  | No      | DG2   | ALIMPR | NC      | No    | 0.0m        | 0.0m       | 0.0m         |
| 15 | WSW | 2.3m   | 0.7m  | Yes     | DG2   | ALIMPR | HP      | No    | 0.0m        | 0.0m       | 0.0m         |
| 16 | WSW | 1.2m   | 0.7m  | Yes     | DG2   | ALIMPR | NC      | No    | 0.0m        | 0.0m       | 0.0m         |
| 17 | WSW | 1.2m   | 1.7m  | Yes     | DG2   | ALIMPR | NC      | No    | 0.0m        | 0.0m       | 0.0m         |
| 18 | WSW | 1.2m   | 0.7m  | No      | DG2   | ALIMPR | VE      | No    | 0.0m        | 0.0m       | 0.0m         |
| 19 | SSE | 2.3m   | 2.3m  | No      | DG2   | ALIMPR | HP      | No    | 1.5m        | 1.5m       | 0.0m         |
| 20 | SSE | 2.3m   | 2.3m  | No      | DG2   | ALIMPR | HP      | No    | 1.5m        | 1.5m       | 0.0m         |
| 22 | SSE | 2.9m   | 2.3m  | No      | DG2   | ALIMPR | HB      | No    | 0.3m        | 0.3m       | 0.0m         |

|    |     |      |      |    |     |        |    |    |      |      |      |
|----|-----|------|------|----|-----|--------|----|----|------|------|------|
| 25 | WSW | 2.9m | 2.9m | No | DG2 | ALIMPR | HB | No | 0.8m | 0.8m | 0.0m |
| 26 | WSW | 2.9m | 2.0m | No | DG2 | ALIMPR | CP | No | 0.8m | 0.8m | 0.0m |
| 27 | WSW | 2.9m | 2.0m | No | DG2 | ALIMPR | CP | No | 0.8m | 0.8m | 0.0m |
| 28 | NNW | 2.9m | 2.0m | No | DG2 | ALIMPR | CP | No | 0.6m | 0.6m | 0.0m |

### Window Shading Details

| <u>ID</u> | <u>Dir</u> | <u>Height</u> | <u>Width</u> | <u>Obst Height</u> | <u>Obst Dist</u> | <u>Obst Width</u> | <u>Obst Offset</u> | <u>LShape Left Fin</u> | <u>LShape Left Off</u> | <u>LShape Right Fin</u> | <u>LShape Right Off</u> |
|-----------|------------|---------------|--------------|--------------------|------------------|-------------------|--------------------|------------------------|------------------------|-------------------------|-------------------------|
| 1         | NNW        | 2.3m          | 2.3m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 0.0m                   | 0.0m                   | 2.0m                    | 2.0m                    |
| 2         | NNW        | 2.3m          | 1.2m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 0.0m                   | 0.0m                   | 2.0m                    | 5.0m                    |
| 8         | SSE        | 2.3m          | 2.3m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 1.5m                   | 0.2m                   | 0.0m                    | 0.0m                    |
| 13        | NNW        | 1.8m          | 1.2m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 0.0m                   | 0.0m                   | 2.0m                    | 2.0m                    |
| 14        | ENE        | 2.3m          | 0.8m         | 8.0m               | 1.0m             | 14.1m             | -2.3m              | 0.0m                   | 0.0m                   | 10.0m                   | 0.3m                    |
| 20        | SSE        | 2.3m          | 2.3m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 1.5m                   | 0.0m                   | 0.0m                    | 0.0m                    |
| 28        | NNW        | 2.9m          | 2.0m         | 0.0m               | 0.0m             | 0.0m              | 0.0m               | 0.0m                   | 0.0m                   | 2.0m                    | 1.0m                    |

### Sky Light Details

| <u>ID</u> | <u>Dir</u> | <u>Tilt</u> | <u>Type</u>  | <u>Shade</u> | <u>Utility</u> | <u>Width</u> | <u>Length</u> |
|-----------|------------|-------------|--------------|--------------|----------------|--------------|---------------|
| 1         | N          | 0 degrees   | Single Clear | No           | No             | 1.0m         | 3.8m          |

### Zoning Details

Is there Cross Flow Ventilation ?      Good

### Air Leakage Details

Location      Suburban  
 Is there More than One Storey ?      Yes  
 Is the Stairwell Separated by Doors ?      Yes  
 Is the Entry open to the Living Area ?      Yes  
 Is the Entry Door Weather Stripped ?      Yes  
 Area of Heavyweight Mass      0m<sup>2</sup>  
 Area of Lightweight Mass      0m<sup>2</sup>

|                | <u>Sealed</u> | <u>UnSealed</u> |
|----------------|---------------|-----------------|
| 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

Todd Wills,  
18D David St  
TURNER ACT 2612  
AUSTRALIA

**Invoice Date**  
13 Nov 2025

**Invoice Number**  
INV-66207

**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         |
| <b>TOTAL AUD</b>                         |          |            |          | <b>425.00</b> |

**Due Date: 21 Nov 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

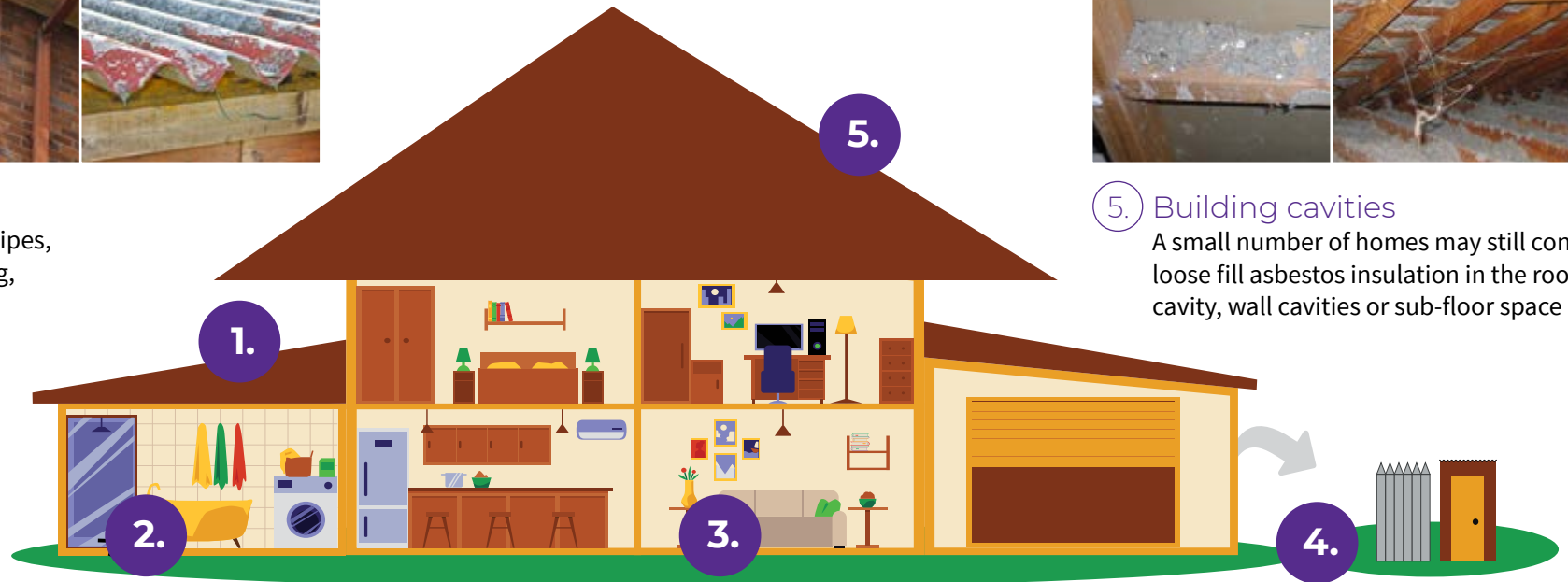
[View and pay online now](#)

# 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.

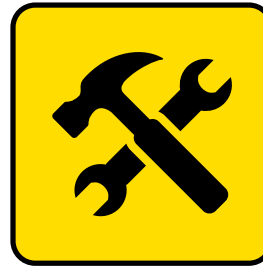
### Asbestos materials become dangerous when:



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.