

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

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		1	3415	35	13	Mawson
and known as 1/51 Ainsworth Street, Mawson ACT 2607						
Seller	Full name	Christopher James Nolan				
	ACN/ABN					
	Address	14 Melbourne Avenue, Deakin ACT 2600				
Seller Solicitor	Firm	Terracon Legal				
	Email	conveyancing@terraconlegal.com.au				
	Phone	02 6128 0755	Ref: Jordan Davis-Kimber			
	DX/Address	30 Bougainville Street, Griffith ACT 2603				
Stakeholder	Name	Hive Property (act) Pty Ltd				
Seller Agent	Firm	Hive Property (ACT) Pty Ltd				
	Email	josh@hiveproperty.co				
	Phone	0437 799 234	Ref: Josh Morrissey			
	DX/Address	Level 1, 4 Campion Street, Deakin ACT 2600				
Restriction on Transfer	Mark as applicable	<input checked="" type="checkbox"/> Nil	<input type="checkbox"/> section 370	<input type="checkbox"/> section 280	<input type="checkbox"/> section 306	<input type="checkbox"/> section 351
Land Rent	Mark one	<input checked="" type="checkbox"/> Non-Land Rent Lease	<input type="checkbox"/> Land Rent Lease			
Occupancy	Mark one	<input checked="" type="checkbox"/> Vacant possession	<input type="checkbox"/> Subject to tenancy			
Breach of covenant or unit articles	Description (Insert other breaches)	As disclosed in the Required Documents and this Contract for Sale (if any)				
Goods	Description	Fixed floor coverings, light fittings, window treatments as inspected				
Date for Registration of Units Plan	Not applicable					
Date for Completion	30 days from the Date of this Contract					
Electronic Transaction?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, using Nominated ELN: PEXA				
Land Tax to be adjusted?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes				
Residential Withholding Tax	New residential premises?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Potential residential land?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes			
	Buyer required to make a withholding payment?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes (insert details on p.3)			
Foreign Resident Withholding Tax	Relevant Price more than \$750,000.00?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			
	Clearance Certificates attached for all the Sellers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes			

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

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

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

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

Seller Disclosure Documents

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

- Crown lease of the Land (including variations)
- Current certified extract from the land titles register showing all registered interests affecting the Property
- Deposited Plan for the Land
- Energy Efficiency Rating Statement
- Encumbrances shown on the land titles register (excluding any mortgage or other encumbrance to be discharged)
- If there is an encumbrance not shown on the land titles register — a statement about the encumbrance complying with the Civil Law (Sale of Residential Property) Regulations
- Lease Conveyancing Inquiry Documents for the Property
- Building Conveyancing Inquiry Document (except if:
 - the Property is a Class A Unit
 - the residence on the Property has not previously been occupied or sold as a dwelling; or
 - this Contract is an “off-the-plan purchase”)
- Building and Compliance Inspection Report(s) (except if section 9(2)(a)(ii) or section 9(2)(a)(iii) of the Sale of Residential Property Act applies).
- Pest information (except if the property is a Class A Unit or is a residence that has never been occupied): Pest Inspection Report(s).
- Regulated Swimming Pool documentation required under section 9 (1)(ja) of the Sale of Residential Property Act (on and from 1 May 2024).

If the Property is off-the-plan:

- Proposed plan
- Inclusions list

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

- Inclusions list
- Disclosure Statement

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

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

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

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

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

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

GST

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

Tenancy

- Tenancy Agreement
- No written Tenancy Agreement exists

Invoices

- Building and Compliance Inspection Report
- Pest Inspection Report

Asbestos

- Asbestos Advice
- Current Asbestos Assessment Report

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

Interest rate if the defaulting party is the Seller	0% per annum
Interest rate if the defaulting party is the Buyer	10% per annum
Amount to be applied towards legal costs and disbursements incurred by the party not at fault	\$660.00(GST inclusive)

Tenancy Summary

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

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

Name		Phone	
Address			

RW Amount

(residential withholding payment) — further details

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

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

Cooling Off Period

(for residential property only)

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

Warnings

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

Disputes

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

Exchange of Contract

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

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

1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

Balance of the Price means the Price less the Deposit;

Breach of Covenant means:

- a Development not approved under the Planning Act including a development for which design and siting approval has not been obtained;
- a breach of the Building and Development Provision;

- a breach of any obligation of the Seller in a registered restrictive covenant affecting the Lease;
- a breach of any other term of the Lease;
- a breach of the articles of the Owners Corporation (if the Property is a Unit); or
- an Unapproved Structure;

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

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

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

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

Building Management Statement has the meaning in the Land Titles Act;

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

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

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

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

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

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

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

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

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

Completion means the time at which this Contract is completed and **Completed** has a corresponding meaning;

Compliance Certificate means a certificate issued for the Lease under section 296 of the *Planning and Development Act 2007*, Division 10.12.2 of the Planning Act or under section 28 of the *City Area Leases Act 1936* or under section 180 of the Land Act;

Covenant includes a restrictive covenant;

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

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

Deposit means the deposit forming part of the Price;

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

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

Development has the meaning in the Planning Act;

Development Statement has the meaning in the Unit Titles Act;

Disclosure Statement has the meaning in the Property Act;

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

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

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

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

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

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

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

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

Income includes the rents and profits derived from the Property;

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

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

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

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

Land Titles Act means the *Land Titles Act 1925* (ACT);

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

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

Legislation Act means the *Legislation Act 2001*;

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

Lot has the meaning in the Community Title Act;

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

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

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

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

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

Planning Act means the *Planning Act 2023* (ACT);

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

Prescribed Building has the meaning in the Building Act;

Prescribed Terms has the meaning in the Residential Tenancies Act;

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

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

18. Notice to Complete and Default Notice

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

19. Termination — Buyer default

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

* Alter as necessary

recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Property within 12 months of termination.

- 19.2 In addition to any money kept or recovered under clause 19.1, the Seller may retain on termination any other money paid by the Buyer as security for any damages awarded to the Seller arising from the Buyer's default provided that proceedings for the recovery of damages are commenced within 12 months of termination.

20. Termination – Seller default

- 20.1 If the Seller does not comply with a Notice to Complete or a Default Notice or is otherwise in breach of an essential term the Buyer may by notice served on the Seller either:

- 20.1.1 terminate and seek damages; or
20.1.2 enforce without further notice any other rights and remedies available to the Buyer.

- 20.2 If the Buyer terminates, the Stakeholder is authorised to refund to the Buyer immediately any money paid on account of the Price.

21. Rescission

- 21.1 Unless section 15 of the Sale of Residential Property Act applies, if this Contract is rescinded, it is rescinded from the beginning, and unless the parties otherwise agree:

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

22. Damages for delay in Completion

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

- 22.1.1 if the defaulting party is the Seller, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion;
22.1.2 if the defaulting party is the Buyer, interest on the Price at the rate this Contract says on page 2, calculated on a daily basis from the date 7 days after the Date for Completion to Completion; and
22.1.3 the amount this Contract says on page 2 to be applied towards any legal costs and disbursements incurred by the party not

at fault if Completion occurs later than 7 days after the Date for Completion.

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

- 22.3 The parties agree that:

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

23. Foreign Buyer

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

- 23.2 This clause is an essential term.

24. GST

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

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

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

- 24.3.1 the Relevant Party must adjust or pay at that time any GST added to or included in the amount; but
24.3.2 if this Contract says this sale is a taxable supply, and payment would entitle the Relevant Party to claim an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment or payment is or was entitled multiplied by the GST Rate.

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

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

the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
 - 26.2.3 serve it on that party's solicitor in any of the above ways; or
 - 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
 - 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.
- 27. Unit title**
- 27.1 The following clauses 28 to 39 inclusive apply if the Property is a Unit.
- 28. Definitions and interpretation**
- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".
- 29. Title to the Unit**
- 29.1 Clauses 3.1, 3.2 and 3.3 do not apply.
- 29.2 The Unit Title is or will before Completion be granted under the Planning Act and is or will before Completion be registered under the *Land Titles (Unit Titles) Act 1970 (ACT)*.
- 29.3 The Unit Title is transferred subject to the Units Plan under which the lease to the Unit is held.
- 30. Buyer rights limited**
- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

lease of the Common Property or breach of rules of the Owners Corporation disclosed in this Contract.

31. Adjustment of contribution

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

32. Inspection of Unit

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

33. Seller warranties

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

33.1.1 to the Seller's knowledge, there are no unfunded latent or patent defects in the Common Property or Owners Corporation assets, other than the following:

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in this Contract;

33.1.2 the Owners Corporation records do not disclose any defects to which the warranty in clause 33.1.1 applies;

33.1.3 to the Seller's knowledge, there are no actual, contingent or expected unfunded liabilities of the Owners Corporation that are not part of the Owners Corporation's normal operating expenses, other than liabilities disclosed in this Contract;

33.1.4 the Owners Corporation records do not disclose any liabilities of the Owners Corporation to which the warranty in clause 33.1.3 applies;

33.1.5 the Seller or any occupier of the Unit has not committed any act or omission which may cause the Owners Corporation to incur any costs or perform any repairs;

33.1.6 there is no amount payable to the Owners Corporation by the Seller other than a contribution due under section 78 and section 89 of the Unit Titles Management Act; and

33.1.7 except for an unregistered Units Plan, the rules of the Owners Corporation are, as appropriate:

- (a) as set out in Schedule 4 to the Unit Titles Management Act; or

(b) in respect of a corporation established under the *Unit Titles Act 1970* (*repealed*) and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012; or

(c) in respect of a corporation established under the Unit Titles Act and that was in existence immediately prior to 30 March 2012, the articles in force immediately prior to 30 March 2012;

except for any alterations to those rules registered under section 108.

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

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

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

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

34. Damage or destruction before Completion

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

34.2 For the purposes of clause 34.1, the Unit is deemed to be substantially damaged if though not destroyed is unfit for the use to which it was being put at the Date of this Contract or, if not being used at that time, for the purpose permitted by the Unit Title.

35. Notice to Owners Corporation

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

36. Unit Title Certificate

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

37. Unregistered Units Plan

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

- 37.1 This clause 37 applies if at the Date of this Contract, the Units Plan has not been registered.
- 37.2 The Seller must attach a copy of the proposed Units Plan or a sketch plan showing the location and dimensions of the Unit sufficient to enable the Buyer to determine the location and dimensions of the Unit in relation to other units and the Common Property in the proposed development.
- 37.3 If the Units Plan is not registered by the date specified in the Schedule, or elsewhere in this Contract, the Buyer may at any time after that date by notice served on the Seller require that the Units Plan be registered within 14 days of the service of the notice. If the Units Plan is not registered within the time limited by the notice the Buyer may at any time after expiry of the time in the notice rescind and clause 21 will apply.
- 37.4 If the Seller notifies the Buyer that the Units Plan is registered before rescission under this clause, the Buyer will not be entitled to rescind under this clause.
- 37.5 The Buyer cannot make any objection or requisition on title or claim for compensation in respect of:
- 37.5.1 any minor variations to the Unit between the plan attached, and the Units Plan registered by the Registrar General; or
- 37.5.2 any minor alterations required by an authority or the Registrar General in the number, size, location or Unit Entitlement of any other unit in the Units Plan or in or to the Common Property provided the proportion of the Unit Entitlement of the Unit to the other units in the Units Plan is not varied.

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

- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

Corporation from those set out in Schedule 4 of the Unit Title Management Act.

- 37.8 If clause 37.1 applies, the Seller must give to the Buyer a Unit Title Certificate at the Buyer's expense at least 7 days before Completion.
- 37.9 The parties acknowledge that the following must form part of the Contract:
- 37.9.1 a Disclosure Statement for the Unit that complies with the requirements of section 260 of the Property Act; and
- 37.9.2 if a right to approve the keeping of animals during the Developer Control Period is reserved — details of the reservation, including the kind and number of animals.
- 37.10 The Seller warrants that the information disclosed in the Disclosure Statement, including information in any Disclosure Update Notice, is accurate.

38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
- 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
- 38.1.2 there would be a breach of a warranty provided in clause 37.10:
- (a) were this Contract completed at the time it is rescinded; and
- (b) the Buyer is significantly prejudiced by the breach,
- and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
- 38.2.1 under clause 38.1.1:
- (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
- (b) in any other case — not later than 14 days after the later of the following happens:
- (i) the Date of this Contract; and
- (ii) another period agreed between the Buyer and Seller ends; or

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

38.3 If the Buyer rescinds this Contract, the Seller must repay any amount paid to the Seller towards the purchase of the Unit and otherwise the provisions of clause 21 will apply.

39. Claims for compensation

39.1 This clause 39 applies if, before Completion, the Buyer reasonably believes that, except as disclosed in this Contract, there would be a breach of a warranty established under any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4, 33.3 or 37.10 were this Contract to be completed.

39.2 The Buyer may, by written notice given to the Seller:

39.2.1 tell the Seller:

- (a) about the breach; and
- (b) that the Buyer will complete this Contract; and

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

39.3.1 if this Contract is entered before the Units Plan for the Unit is registered – not later than 3 days before the Buyer is required to complete this Contract; or

39.3.2 in any other case – not later than 14 days after the later of the following happens:

- (a) the Buyer's copy of the Contract is received by the Buyer;
- (b) another period agreed between the Buyer and Seller ends.

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

40. Community title

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

41. Definitions and interpretation

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

42. Buyer rights limited

42.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for

compensation in respect of any breach of the lease of the Common Property or breach of rules or by-laws of the Community Title Body Corporate disclosed in this Contract.

43. Adjustment of contribution

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

44. Inspection of property

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

45. Unregistered Community Title Scheme

45.1 This clause 45 applies if at the Date of this Contract, the Community Title Scheme has not registered.

45.2 The Seller must attach a copy of the proposed Community Title Master Plan, or a sketch plan showing the location and dimensions of the Lot sufficient to enable the Buyer to determine the location and dimensions of the Lot in relation to other lots and the Common Property in the proposed scheme.

45.3 The Seller must attach a copy of the proposed Community Title Management Statement.

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

45.4.1 any minor variations to the Lot between the plan attached, and the registered Community Title Master Plan; or

45.4.2 any minor alterations required by an authority or the Registrar General in the number, size, location or entitlement of any other Lot in the Community Title Scheme or in or to the Common Property provided the proportion of the entitlement of the Lot to the other lots in the Community Title Scheme is not varied; or

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

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

45.5 The Seller must not permit the Community Title Body Corporate to vary the by-laws of the

Community Title Scheme from those set out in Schedule 1 of the Community Title Act, unless otherwise disclosed in this Contract.

- 45.6 After the Community Title Body Corporate has been constituted under section 30, the Seller must cause the Community Title Body Corporate to comply with Part 8 to the extent to which the Community Title Body Corporate is required by law to comply with those provisions up to the Date for Completion.

46. Incomplete development of Community Title Scheme

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

47. Incomplete development of Lot

- 47.1 This clause 47 applies if at the Date of this Contract, the Lot is to be developed or further developed in accordance with the Community Title Scheme. For clarity, this clause does not apply if an unconditional Compliance Certificate has issued before the Date of this Contract and the Seller gives to the Buyer evidence acceptable to the Registrar General that an unconditional Compliance Certificate has issued for the Lot, or if the Seller gives an unconditional Compliance Certificate to the Buyer on Completion.
- 47.2 The Buyer becomes bound to develop the Lot in accordance with the Community Title Scheme.
- 47.3 The Seller must give written notice of the proposed sale of the Lot to the Planning and Land Authority.
- 47.4 The Buyer must:
- 47.4.1 give to the Planning and Land Authority a written undertaking to develop the Lot in accordance with the Community Title Scheme (if a form is approved for an undertaking, the form must be used); and
- 47.4.2 give the Planning and Land Authority any security required by the Planning and Land Authority, within 28 days after notice of the transaction was given to the

Planning and Land Authority, for the development of the Lot in accordance with the Community Title Scheme.

48. Required first or top sheet

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

49. Notice to Community Title Body Corporate

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

50. Section 56 Certificate

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

51. Foreign Resident Withholding Tax

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

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

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

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

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

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

Relevant Price means the higher of:

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

as at the Date of this Contract;

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

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

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

51.2 If the Relevant Price is less than the dollar amount stated in section 14-215(1)(a) of the Withholding Law as at the Date of this Contract, the parties acknowledge that there are no obligations under the Withholding Law.

51.3 If Clearance Certificates for all the Sellers are provided to the Buyer prior to Completion, the parties acknowledge that there are no obligations under the Withholding Law.

51.4 If neither clauses 51.2 or 51.3 apply, then:

51.4.1 the Seller must provide to the Buyer any information required to enable the Buyer to comply with clause 51.4.2(a), within 5 days of written request from the Buyer;

51.4.2 the Buyer must:

- (a) lodge a purchaser payment notification form with the ATO; and
- (b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

51.4.3 the Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the Withholding Amount; and

51.4.4 the parties must both, on the date of Completion, attend the offices of an authorised collection agent of the ATO to deposit the bank cheque referred to in clause 51.4.3 in payment of the Withholding Amount following Completion.

51.5 If clause 51.4 applies and the parties do not comply with clause 51.4.4:

51.5.1 the Buyer indemnifies the Seller for any loss or damage resulting from the Buyer's delay in remitting and/or failure to remit the Withholding Amount to the ATO; and

51.5.2 the Buyer charges the Property (for the benefit of the Seller) with the Buyer's obligations under this clause 51.5.

51.6 Where the Seller gives the Buyer a Variation Certificate prior to Completion, the Withholding Amount is the amount stated in the Variation Certificate.

51.7 Where Clearance Certificates for some but not all of the Sellers are provided to the Buyer prior to Completion, then the Withholding Amount is reduced by the same percentage as the percentage ownership of the Property of the Sellers that are subject to a Clearance Certificate.

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

52. Deposit by Instalments

52.1 The following clauses 52.2 to 52.8 inclusive only apply if the 'Deposit by Instalments' option on the Schedule is selected.

52.2 Clauses 2.1, 2.2, 2.3 and 2.4 are deleted.

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);

and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.

- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

53. Residential Withholding Tax

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

- 53.1 In this clause 53 the following words have the following meanings:

RW Amount means the amount which the Buyer must pay under section 14-250 of the Withholding Law;

RW Amount Information means the completed RW Amount details referred to on page 3 of this Contract; and

RW Percentage means the percentage amount stated in section 14-250(6), (8) and (9) of the Withholding Law, as applicable to the supply of the Property from the Seller to the Buyer.

- 53.2 The Seller must provide the Buyer with the RW Amount Information no later than 7 days after the Date of this Contract.
- 53.3 If the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'no' or if no selection is made, the Seller warrants to the Buyer that the Buyer is not required to make a payment under section 14-250 in relation to the supply of the Property from the Seller to the Buyer.
- 53.4 The following clauses 53.5 to 53.9 inclusive only apply if the 'Buyer required to make a withholding payment?' option on the Schedule is selected 'yes'.
- 53.5 Subject to any adjustments to the Price that may arise after the date that the RW Amount Information is provided in accordance with clause 53.2 and which affect the RW Amount, the Seller warrants to the Buyer on the date that the RW Amount Information is provided to the Buyer that the Seller has provided the Buyer with the information required under section 14 255 of the Withholding Law in relation to the supply of the Property from the Seller to the Buyer, and that this information is true and correct to the Seller's knowledge.
- 53.6 The Buyer must provide the Seller with a copy of the 'GST property settlement withholding notification online form' confirmation email (or emails, if applicable) issued to the Buyer by the ATO no later than:
- 53.6.1 21 days after a written request from the Seller; or
- 53.6.2 7 days prior to the Date for Completion, whichever is the earlier.
- 53.7 The Buyer must provide the Seller with evidence of submission by the Buyer to the ATO of the 'GST property settlement date confirmation online form', with such evidence to be provided prior to or on Completion.

* Alter as necessary

- 53.8 The Seller irrevocably instructs the Buyer to draw as part of the Price, and the Buyer must draw and retain on Completion, an unendorsed bank cheque payable to the ATO for the RW Amount.
- 53.9 In relation to the unendorsed bank cheque required by clause 53.8, the Buyer must:
- 53.9.1 forward the unendorsed bank cheque to the ATO immediately after Completion; and
 - 53.9.2 provide the Seller with evidence of payment of the RW Amount to the ATO.

Unit 1 Ainsworth Street
Block 35 Section 13 Mawson
1/51 Ainsworth Street, Mawson ACT 2607

SPECIAL CONDITIONS

1. GENERAL

- (a) To the extent that the printed terms of the ACT Law Society Contract 2024 (General Conditions) are inconsistent with these special conditions, these special conditions override the General Conditions.
- (b) The General Conditions are amended as follows:
 - i. Clause 2.3 is amended by deleting the words “or in cash (up to \$3,000)” and inserting in its place “electronic funds transfer (noting payment is received once cleared in the recipient’s account and not at the time of transfer from the payee’s account)”;
 - ii. Clause 2.6 is amended by deleting the words “or in cash (up to \$200)”.
 - iii. Clause 4 is deleted in its entirety.
 - iv. Clause 10.1 is amended to include the following words at the end of the sentence “, but no more than two (2) inspections between the Date of this Contract and Completion in any event”.
 - v. Clause 10.2 is amended by including the following words at the end of the sentence “in the opinion of the Seller, acting reasonably (and the parties agree that this clause will not require the Seller to carry out or undertake any patching or painting works if the relevant damage was present on or before the Date of this Contract)”.
 - vi. Clause 13.6 is amended by deleting the words “within 7 days of the Effective Date” and inserting the words “as soon as reasonably practicable following the Date of this Contract but no later than 14 days before the Date for Completion”.
 - vii. Clauses 13.10.1 and 13.10.2 (inclusive) are deleted in their entirety.
 - viii. Clause 14 is deleted in its entirety.
 - ix. Clause 17.1.1(a) is amended by deleting the number “5” and inserting “1”.
 - x. Clause 17.1.2(a) is amended by deleting the number “5” and inserting “1”.
 - xi. Clause 22.1.2 is amended by replacing the reference to “7 days” to “2 days”.
 - xii. clause 22.1.3 is amended by replacing the words “if Completion occurs later than 7 days after the Date for Completion” with “, however, this clause 22.1.3 only applies where the Buyer is the party at fault”;
 - xiii. Clause 39.4, a new clause is inserted as follows “Clause 17 will apply to any claim for compensation made under this clause 39”.
 - xiv. Clauses 40 – 50 (inclusive) are deleted in their entirety.

2. ENTIRE AGREEMENT

- (a) This Contract:
 - i. sets out the entire understanding between the parties concerning the subject matter of this Contract; and



- ii. it supersedes any prior arrangement, contract, advice or material provided to the Buyer.
- (b) The Buyer confirms that it has not relied on any warranty or representation from the Seller or the Agent or any other person acting on behalf of the Seller concerning the Property.

3. KEYS

- (a) The Seller will provide the Buyer with keys necessary to gain access to the Improvements on the Land.
- (b) The Buyer must not make any objection or claim, cause any delay or raise any issue regarding the keys provided by the Seller to the Buyer under this clause.

4. CONDITION OF PROPERTY

- (a) The Buyer warrants that the Buyer is satisfied with the condition of the Property including any defects and contamination.
- (b) The Buyer:
 - i. acknowledges that the Improvements may be subject to or require compliance with current building laws under which the Improvements were constructed; and
 - ii. agrees that a failure to comply with any such laws will not constitute a defect in the Seller's title.
- (c) The Seller does not warrant or provide the Buyer with any assurance that the Property is free from contamination.
- (d) The Buyer acknowledges that it has made, or has had the opportunity to make, its own investigations concerning contamination on or in the Property and relies entirely on those investigations in entering this Contract.
- (e) On and from the Date of this Contract, the Buyer will:
 - i. be responsible and liable for any damage or destruction to the Property; and
 - ii. accept all insurable risk concerning the Property,except to the extent caused by the negligent act or omission of the Seller.
- (f) The Buyer must not make any claim, requisition, delay Completion, terminate or rescind this Contract due to:
 - i. any encroachment by or on the Property;
 - ii. anything that was discoverable by the Buyer, or on behalf of the Buyer, or anything that should have been within the knowledge of the Buyer;
 - iii. any omission or mistake in the measurement or description of the Property or Seller;
 - iv. any outstanding requirement to erect additional fencing or amend the existing fencing on the Property;
 - v. any loss, damage or need for further works (whether repair or otherwise) to the Property;



- vi. the requirements of an authority (whether made before or after the Date for Completion);
 - vii. any contamination on or in the Property;
 - viii. any non-compliance of the Property with any law; or
 - ix. the existence or non-existence of any services or utilities.
- (g) The Buyer must not make any objection or claim, raise any issue, cause any delay, or rescind, purport to rescind or terminate this Contract concerning the deterioration of any landscaped or garden areas in or on the Property between the Date of this Contract and Completion (including, but not limited to, the length of grass, and the presence of weeds, leaves and similar debris).

5. ADJUSTMENTS

If Completion does not occur on the Date for Completion due to an act or omission of the Buyer, the parties agree that all Land Charges in clause 8.1 will be adjusted from the Date for Completion.

6. NOTICE TO COMPLETE

If the Seller issues a Notice to Complete or a Default Notice in accordance with clause 18, the Buyer must allow an adjustment in favour of the Seller on Completion equal to the amount of \$330.00 (GST inclusive) as an additional contribution toward the Seller's legal costs.

7. SELLER AGENT

- (a) The Buyer warrants that it was not introduced directly or indirectly to either the Seller or the Property by any person other than the Seller Agent or in circumstances that would otherwise give rise to any claim or demand for commission or remuneration with respect to the sale of the Property.
- (b) The Buyer indemnifies the Seller against any claim or demand for commission or remuneration by any person other than the Seller Agent arising from a breach of the warranty in clause 7(a).

8. FIRB APPROVAL

- (a) The Buyer warrants to the Seller that:
 - i. it does not require any approvals under the Australian Government's foreign investment policy to acquire the Property; and
 - ii. the Treasurer cannot make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) 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 8.
- (c) This clause 8 is an essential term of this Contract.

9. BUYER WARRANTY

The Buyer warrants:

- (a) they are not prohibited by any legislation or laws from entering this Contract; and
- (b) that each Buyer has the authority and power to enter this Contract.

10. DEATH & MENTAL ILLNESS

- (a) If the Buyer (or one of the buyers, if there are multiple buyers) dies or becomes mentally ill, the Seller may rescind this Contract by issuing a notice in writing to the Buyer or its solicitor.
- (b) If this Contract is rescinded in accordance with this clause 10, then clause 21 will apply.

11. INSOLVENCY EVENT

- (a) If an Insolvency Event occurs before Completion, the Seller will be permitted to terminate this Contract by providing written notice effective immediately and clause 19 will apply.
- (b) For the purposes of this clause, an '**Insolvency Event**' means:
 - i. the Buyer goes into liquidation;
 - ii. the Buyer has a summons or application presented or an order made for it to be wound up;
 - iii. the Buyer has an administrator or receiver appointed over any part of its assets;
 - iv. the Buyer enters into a scheme, deed of arrangement, assignment or composition for the benefit of its creditors.

12. NON-MERGER

Any obligation for the Buyer to make any payment under this Contract will not merge on Completion.

13. ELECTRONIC TRANSACTION

- (a) For the purposes of this clause 13:
 - i. **Platform** means an electronic conveyancing platform specified by the Seller or its solicitor from time to time, by written notice to the Buyer.
- (b) For the purposes of the *Electronic Transactions Act 2001* (ACT) and the *Electronic Transactions Act 1999* (Cth), each party consents to:
 - i. the electronic signing of this Contract;
 - ii. the electronic exchange of this Contract;
 - iii. the electronic Completion of this Contract (if available at the time of Completion); and
 - iv. notices being served or received under this Contract electronically, including by email,



whether performed via the Platform or otherwise.

- (c) The parties warrant that:
 - i. the electronically signed and exchanged Contract; and
 - ii. if reasonably required by any party, a print out of the Contract which has been electronically signed and exchanged,

is sufficient evidence of:
 - iii. the parties' intention to enter into and be bound by the Contract;
 - iv. the parties' consent to conducting this Contract electronically; and
 - v. the Contract itself being a document which is in writing and signed in a manner that results in a binding agreement.
- (d) Where the Buyer is a corporation, the Buyer warrants that:
 - i. it has complied with its constitution and any provisions of the *Corporations Act 2001* (Cth) that apply to the Buyer as replaceable rules;
 - ii. the persons signing on behalf of the Buyer:
 - a. have been duly appointed;
 - b. have the authority to exercise the powers and perform the duties customarily exercised or performed by that kind of officer or agent of a similar company;
 - c. properly perform their duties to the Buyer
 - d. hold the office or role that they hold out that they occupy, when signing this Contract;
 - iii. it considers that this Contract has been duly executed with the intention of the Buyer being bound to perform this Contract.
- (e) The parties acknowledge and agree that:
 - i. this Special Condition does not diminish the obligations of the parties to:
 - a. provide the transfer and other documents or instruments on paper, signed and duly attested in accordance with the *Land Titles Act 1925* (ACT);
 - b. sign and duly attest, in accordance with *Civil Law (Property) Act 2006* (ACT):
 - 1. documents, pursuant to a power of attorney; and
 - 2. deeds generally; and
 - ii. the parties will do all things necessary to give effect to this Contract, whether electronically or otherwise.
- (f) The Seller's solicitor will provide to the Buyer's solicitor within seven (7) days from the date of this Contract:
 - i. an authorised copy of the Printed Terms;



- ii. the duly executed transfer, as required by clause 5.2 of the Printed Terms; and
 - iii. if the Contract is executed under a power of attorney for the Seller, the original front page of the Contract signed and by that attorney and duly witnessed as required by section 227(4) of the *Civil Law (Property) Act 2006* (ACT), with the security certificate from the Platform confirming electronic exchange.
- (g) The parties warrant that a signed original front page of this Contract is held and can be produced if reasonably requested by any party, if not already handed over in accordance with this clause 13.

14. DIRECTOR GUARANTEE AND INDEMNITY

- (a) 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), then each director of the Buyer must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure A (**Guarantee & Indemnity Deed**).
- (b) If any Guarantor has not signed the Guarantee & Indemnity Deed within 7 days from the Date of this Contract, the Seller may immediately terminate this Contract by serving a written notice to the Buyer or its solicitor.

ANNEXURE A – GUARANTEE & INDEMNITY DEED

In this Deed:

- (a) Guarantor means each director of the Buyer as at the Date of this Contract.
- (b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.
- (c) In consideration of the Seller entering the Contract at the request of each Guarantor, each Guarantor guarantees to the Seller the payment of all money payable by the Buyer under this Contract and the performance of all other obligations imposed on the Buyer under this Contract.
- (d) Each Guarantor indemnifies the Seller against any loss, claim, damage, action, cost, liability, expense or payment incurred by the Seller in connection with or arising from any breach or default by the Buyer of its obligations under this Contract.
- (e) Each Guarantor must pay on demand any money due to the Seller under the indemnity in clause (b).
- (f) Each Guarantor is jointly and severally liable with the Buyer to the Seller for the performance of the Buyer's obligations under this Contract and any damage incurred by the Seller due to the Buyer's failure to perform its obligations under this Contract.
- (g) Each and every guarantee and indemnity provided under the terms of this Deed is 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 their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

Executed as a Deed

DATED:

SIGNED AND SEALED by the **GUARANTOR** in
the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

SIGNED AND SEALED by the **GUARANTOR** in
the presence of:

.....
Signature of **GUARANTOR**

.....
Signature of Witness

.....
Name of **GUARANTOR**

.....
Name of Witness

Volume 1903 Folio 1 Edition 4

**AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH**

LAND

Mawson Section 13 Block 35 on Deposited Plan 10576 with 10 units on Unit Plan 3415

Unit 1 (Class A) entitlement 101 of 1000, 3 subsidiaries

Lease commenced on 21/12/2009, terminating on 23/10/2068

Proprietor

Christopher James Nolan

1/51 Ainsworth Street Mawson ACT 2607

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

End of interests

Volume 1902 Folio 100 Edition 1

AUSTRALIAN CAPITAL TERRITORY
TITLE SEARCH

LAND

Mawson Section 13 Block 35 on Deposited Plan 10576 with 10 units on Unit Plan 3415

Lease commenced on 21/12/2009, terminating on 23/10/2068

COMMON PROPERTY

Proprietor

The Owners-Units Plan No 3415

Independent Body Corporate, PO Box 1539 Canberra, City ACT 2601

REGISTERED ENCUMBRANCES AND INTERESTS

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

Restrictions

Purpose Clause: Refer Units Plan

Easements

Easement In Units Plan: Current

Registered Date	Dealing Number	Description
21/12/2009	1663673	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:1881/96
30/03/2011	1734962	Application to Note Special Resolution - Refer Instrument

End of interests



OFFICE OF REGISTRATION
Department of Justice and



SR\$1734962

22/03/2011 11:42:41 GRECC

1734962

OF
STORY
ES

**SPECIAL RESOLUTION
BY OWNERS CORPORATION**



Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
INDEPENDENT BODY CORPORATE	91 NORTHBOURNE AVENUE TURNER	02 62091515

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
1902:100	MAWSON	13	35	3415

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

AMEND ARTICLE 4 AND ADD ADDITIONAL ARTICLE 13

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

EXECUTION BY OWNERS CORPORATION USING A COMMON SEAL (The Common Seal was affixed in the presence of)	
Signature <i>Lorraine Henderson</i>	Signature <i>Geraldine Jones</i>
Full Name (Block Letters) LORRAINE HENDERSON	Full Name (Block Letters) GERALDINE JONES
Address 9-37 DERRINGTON CRESCENT BONYTHON	Address 37 HANRAHAN CRESCENT DUNLOP
Office Held BODY CORPORATE MANAGER	Office Held ADMINISTRATION OFFICER

OFFICE USE ONLY			
Lodged by	<i>[Signature]</i>	Annexures/Attachments	Minutes/Resolution/Motion <i>3</i>
Data entered by	<i>[Signature]</i>		
Registered by	<i>[Signature]</i>	Registration Date	30 MAR 2011

**MINUTES OF ANNUAL GENERAL MEETING
UNITS PLAN 3415
EUCA**

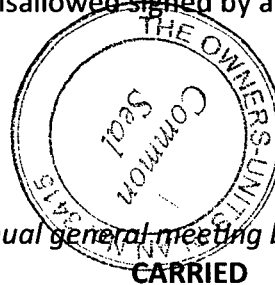
- HELD:** Independent Property Group
Level 2 Conference Room, "Acedemy of Real Estate"
City Plazz 222 City Walk Canberra City
- TIME:** Thursday 3rd March 2011
- PRESENT:** Mr T Fan (unit 5), Ms P Pippas (unit 7), Mr D Arnold (unit 4), Ms P Groeger (unit 8),

Mrs Sally Shaw and Ms Alexandra Meldrum
(Representing Independent Body Corporate)
- CHAIR:** Ms P Groeger agreed to chair the meeting
- PROXIES:** Ms C Cheong (unit 10) appointed Mr D Arnold to vote as he saw fit.
- APOLOGIES:** Mr McMillian (unit 6), Ms C Cheong (unit 10)
- QUORUM:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Section 99 of the Unit Titles Act)

Secretarial Note: Owners are advised that under the Unit Titles Act 2001 (s.101) Reduced Quorum Decisions take effect 21 days after the date of this meeting. A reduced quorum decision is only disallowed if within 21 days after the decision was made, the Owners Corporation is to give a petition requiring that the decision be disallowed signed by a majority of people entitled to vote.

MINUTES OF THE PREVIOUS ANNUAL GENERAL MEETING
Minutes of previous Annual General Meeting be taken as read.

MOTION 1: *It was resolved that the minutes of the previous annual general meeting be adopted.*



Matters arising from the minutes:

Lighting: It was discussed that there was a lack of lighting in the stairwell leading to the carpark for unit 6-8. It was agreed that the Strata Manager would obtain a quote to install a sensor light in the vicinity and provide to the Executive Committee for approval.

Insurance:

Independent Body Corporate outlined the importance of having Office Bearers insurance and possible repercussions should a claim be made against Executive Committee members.

MOTION 2: *It was resolved that Independent Body Corporate obtain Office bearers Insurance to the amount of \$1,000,000/00 coverage.* **CARRIED**

It was noted that any owner making an insurance claim against Body Corporate insurance will be responsible for the Excess unless it is deemed otherwise by the Executive Committee or the matter is related to a Body Corporate cause.

FINANCIAL REPORT:

The financial statements were discussed and it was noted that a balance of \$1,781.26 in the Administration fund of \$2,320.60 in the Sinking fund. A brief discussion was undertaken into expenditure during the previous financial year also the process of debt recovery for outstanding levies. It was noted that recover of debts in relation to unit 3 and particularly 6 would be continued as was the process required and that the Executive Committee would be advised if a debt collector would be required.

It was also noted that correspondence relating to recovery of expenditure that had been referred to the Builder would be passed to the Executive Committee.

MOTION 3: *It was resolved that the financial statements be accepted as presented.* **CARRIED**

Sinking Fund Forecast:

Motion 4(i): Ordinary Resolution: *That the Owners Corporation accepts the sinking fund forecast be presented.* **LAPSED**

Motion 4(ii): Ordinary Resolution: *It was resolved that the Owners Corporation accepts the sinking fund forecast be presented subject to clarification of the page 28 of the agenda.-total contributions.* **CARRIED**

Budget Debate:

The proposed budget was discussed briefly. And it was agreed to reduce the allocation to miscellaneous which had an amount to possible pursue legal recovery from the builder to \$500 only.

Administrative Fund: MOTION 5(i): Special Resolution: *That the proposed Administrative Fund budget of \$21,700.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 February 2011, and to be contributed in accordance with the unit entitlements and at quarterly intervals, being first April, July and October 2011 and 1 January 2012.* **LAPSED**

Administrative Fund: MOTION 5(ii): Special Resolution: *It was resolved that the proposed Administrative Fund budget of \$18,180.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the twelve month period, commencing on 1 February 2011, and to be contributed in accordance with the unit entitlements and at six monthly intervals, being first days of October 2011 and 1 October 2012.* **CARRIED**

Sinking Fund: MOTION 6: Ordinary Resolution: *It was moved resolved that the proposed Sinking Fund of \$1,660.00 be adopted. Also, that the corporation determine a levy equal to the approved budget for the the twelve month period, commencing on 1 February 2011, and to be contributed in accordance with the unit entitlements and at six monthly intervals, being first days of October 2011 and 1 October 2012.*

CARRIED

Recovery of legal costs against Unit Holders:

MOTION 7: Special Resolution: *It was resolved that the Owners Corporation of Units Plan 3415 adopts Article 13 of Articles of Association as follows;*

13. Clause 1.1 If an Owners' Corporation incurs legal fees or other costs in any legal or administrative action against a unit holder, the unit holder shall, unless a court order directs otherwise, be liable to pay the Owners' Corporation the amount of the legal fees or other costs incurred by the Owners' Corporation in undertaking, commencing or otherwise being involved in the legal or administrative action

13. Clause 1.2 The Unit holder agrees that any monies which are payable pursuant to Clause 1.1, shall be a debt enforceable by the Owners' Corporation against the Unit Holder.

13. Clause 1.3 The legal fees and other costs payable in accordance with Clause 1.1 shall only be such legal fees and costs which can be evidenced by written invoice as payable by the Owners' Corporation. For the avoidance of doubt any legal fees or other costs incurred by the Owners' Corporation which cannot be evidenced by a written invoice as due and payable shall not form part of and will not be recoverable against in accordance with Clause 1.1.

Articles Change – Structural Changes:

It was discussed that the current process to approve erections and alterations currently required a General meeting and it was agreed that in order to facilitate speedier processing of minor structural building works the Executive Committee could be provided with the ability to make decisions on such approvals. Major structural approvals would be required to be made at a General Meeting of all owners.

MOTION 8: Special Resolution: *It was resolved that Article 4 of the Unit Titles Act 2001 be amended to read as follows:- "4: Erections & Alterations 1 (a) A Unit Owner may erect or alter any structure in or on the unit or the common property only in accordance with the express permission of the Executive Committee and in accordance with the provisions of any law in force in the Territory applicable in the circumstances."*

Management:

MOTION 9: *It was resolved that the Owners Corporation considers appropriate, the Transfer/Assignment of the Body Corporate Management Rights for Units Plan 3415 from Independent Body Corporate Pty Limited ACN 083 161 648 to Independent Body Corporate Services Pty Limited 143 715 986.*

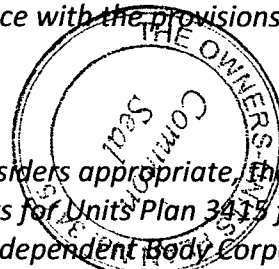
CARRIED

Election of Committee:

The following proprietors were elected to form the Executive Committee.

Mr T Fan, Ms P Pippas, Mr D Arnold, Ms P Groeger, Ms C Little

It was noted that vacancies exist if other members would like to nominate.



General Business:

Bins: A brief chat was had in relation to the ownership of garbage bins and it was noted that all units had a general purpose and recycle bin.

Gardening: Members of the previous Executive committee noted that the gardener had been dismissed and that members were obtaining quotes from alternative gardeners with a revised scope of works. The Strata Manager to be advised of the outcome.

Gutters: Members discussed the need to have an annual gutter clean given the amount of large trees in the vicinity of the complex. The Strata Manager to provide quotes to the Executive committee for consideration.

Building defects: A discussion in regard to existing building defects and recovery of costs borne by the owner's corporation as a result of building defects was conducted. It was noted that this process would continue until a satisfactory resolution was reached.

Meeting closed at 6.48pm





**APPLICATION TO REGISTER
UNITS PLAN**

1663673

DEPARTMENT OF
JUSTICE & COMMUNITY SAFETY

Form 019 - UP

Land Titles Act 1925

LODGING PARTY DETAILS

Name	Postal Address	Contact Telephone Number
Davis Hill	PO Box 3671 Manuka Act 2603	048491146

TITLE AND LAND DETAILS

Volume & Folio	District/Division	Section	Block
1881/96	MANUKA	13	35

DETAILS OF UNITS PLAN

(Please provide all information listed below)

XUP number	19534
Number of units	10
Total aggregate of unit entitlements	1000
Total aggregate of unit subsidiaries	1240
Units plan expiry date	23/10/2068

CLASS OF UNITS

A

PRIOR INTERESTS

(List document numbers only)

1599538

UNITS PLAN NUMBER

(Land Titles to complete after registration)

~~3415~~ 3415

FULL NAME OF REGISTERED PROPRIETOR/S - OWNER/S

(Surname Last)(ACN required for all companies)

HILLCORP DEVELOPMENTS PT LTD
ACN 0984527124

FULL POSTAL ADDRESS (including postcode)

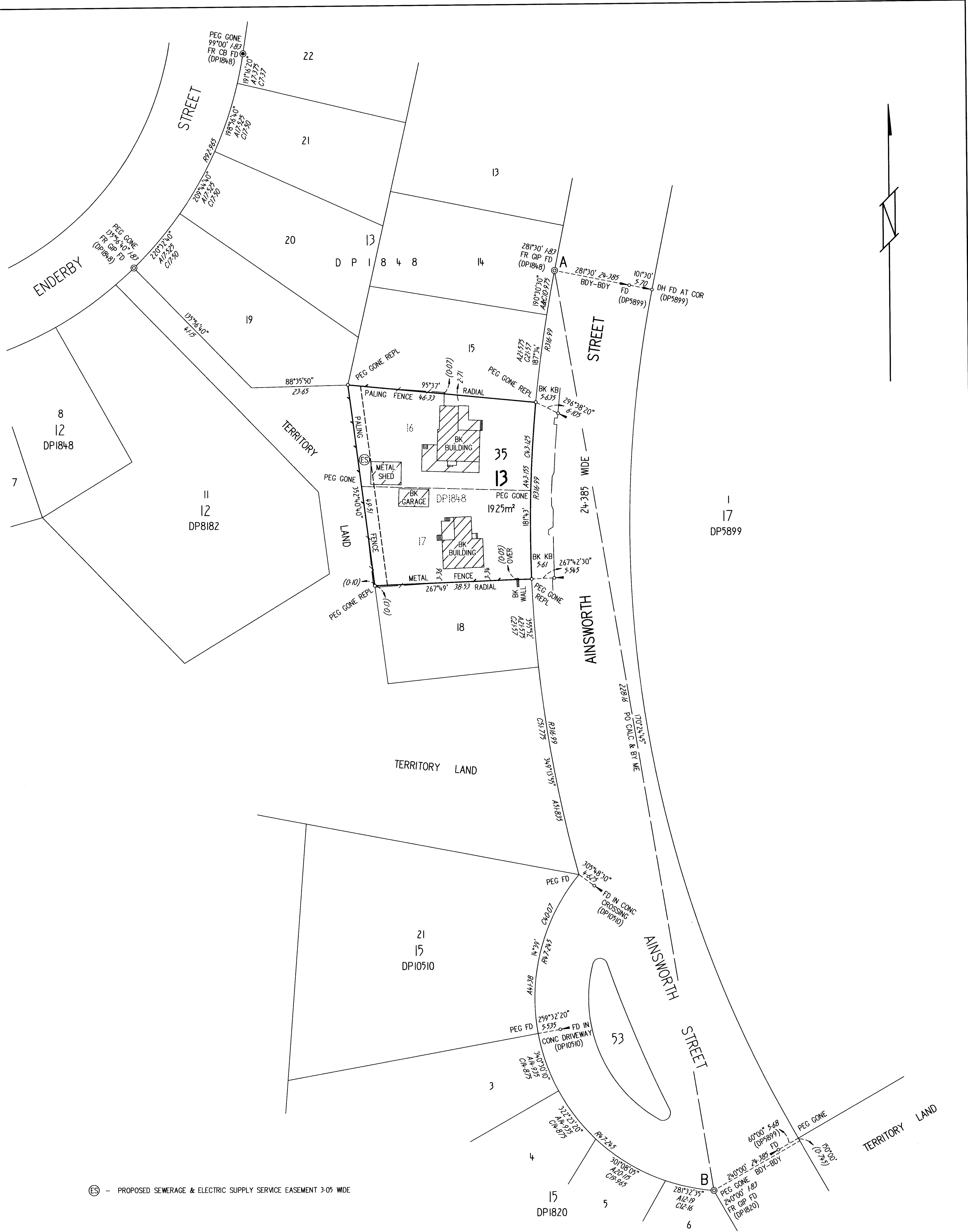
PO Box 3671
MANUKA ACT 2603

Sole Director

NAME AND ADDRESS FOR SERVICE OF NOTICE OF THE BODY CORPORATE - (Found on SD form in Units Plan)

(Surname Last) (ACN required for all companies)

Independent Freyre
P.O. Box 1539, Canberra City, ACT 2601



Ⓢ - PROPOSED SEWERAGE & ELECTRIC SUPPLY SERVICE EASEMENT 3.05 MIDE

REFERENCE MARKS

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

NOTE:

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

Azimuth: A-B (Strom)

Field Books:

I PETER SELFE of CANBERRA
a surveyor registered under the Surveyors Act 2007 hereby certify that the
survey represented on this plan is accurate and has been made in
accordance with the Chief Surveyor Practice Directions 2008 (No.1) and was
completed on 30/04/2009

(Signature) *P. Selfe* 26.16.09
Surveyor registered under the Surveyors Act 2007.

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

[Signature] 2-7-2009
ACT Chief Surveyor

PLAN OF
BLOCK 35 SECTION 13
BEING A CONSOLIDATION OF
BLOCKS 16 & 17 SECTION 13

DIVISION: MAWSON
DISTRICT: WODEN VALLEY

AUSTRALIAN CAPITAL TERRITORY

SCALE 1: 500

0 5 10 20 30 40 50 METRES

Deposited in the office of the Registrar of Titles at Canberra in
the Australian Capital Territory the Twenty Second
day of July 2009 at — minutes
past — o'clock in the — noon.

[Signature]
Danielle Krajina
Registrar General

DEPOSITED PLAN

10576

AMENDS DP1848

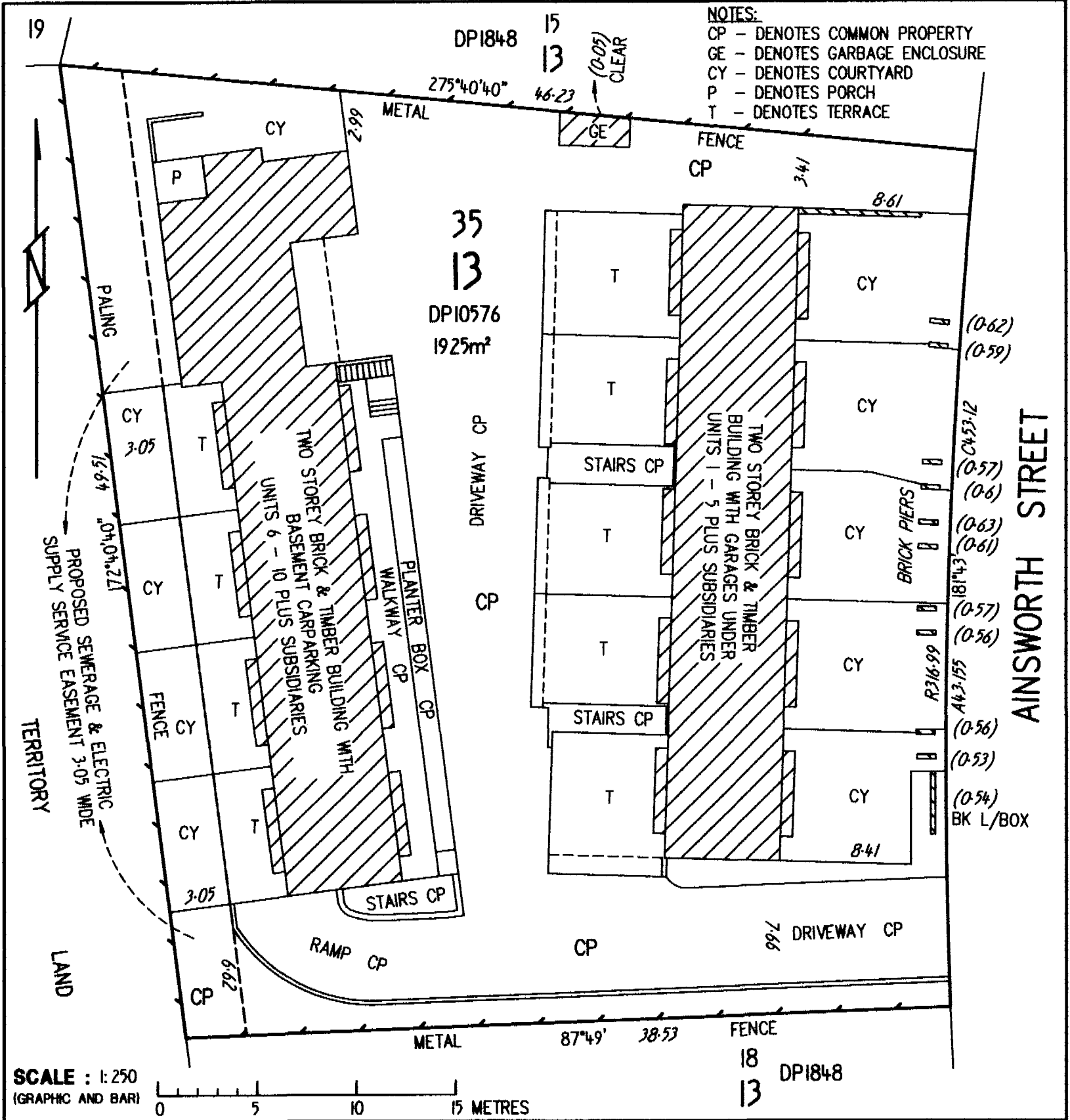
UNITS PLAN No 3415.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MAWSON	13	35

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER 4. CLASS OF UNITS (A or B)..... A



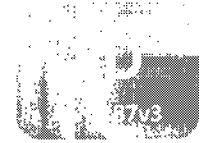
5. EXECUTION

<p><i>Will</i> DIRECTOR, SOLE- HILLTOP DEVELOPMENTS (Pty Ltd) ARN 093 483 824 Applicant</p>	<p><i>P. Sol</i> 15/12/09 Registered Surveyor (please sign for site plan only)</p>	<p><i>Monica Saad</i> Monica Saad a delegate of the Planning and Land Authority in exercising its Delegate of the Minister</p>
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XUP 19534



LAND TITLES
OFFICE OF REGULATORY SERVICES



SURVEYOR'S DECLARATION FORM
Land Titles (Unit Titles Act) 1970

LAND

Vol Fol	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
1881:96	MAWSON	13	35	10576	3415


NAME OF MANAGER / OWNERS CORPORATION

Independent Body Corporate

ADDRESS FOR SERVICE OF NOTICE

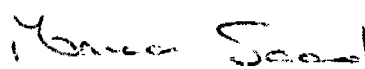
PO Box 1539, Canberra City, ACT 2601

SURVEYOR'S DECLARATION




I,	Peter John Selfe	of	M & S Surveys Pty Ltd
A surveyor registered under the Surveyors Act 2007, hereby certify that:			
1. The survey represented by the diagrams on forms 1A and 3 of this plan is accurate and has been made by me / under my immediate supervision (delete whichever is not applicable) and was completed on		1st October 2009	Dated
2. The said survey is in accordance with the following Acts:	<ul style="list-style-type: none"> • Unit Titles Act 2001 • Land Titles (Unit Titles) Act 1970 • Land Titles Act 1925; • any other Regulation made under those Acts and in accordance with the Surveyors Practice Directions 2003. 		
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			
3 (a), (b), (c)	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, as an appurtenant to the parcel.		
 Signature of Registered Surveyor		1st October 2009 Dated	

APPROVED UNDER THE UNIT TITLES ACT 2001,

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

Monica Saad	 Delegate of the Authority / Executive	16 December 2009	Dated
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OFFICE USE ONLY

LODGED BY		REGISTERED BY	
EXAMINED BY		REGISTRATION DATE	21 DEC 2009
DATA ENTERED BY			

Approved form AF 2008 – 30 approved by Brett Phillips, Registrar-General on 7 May 2008 under s140 *Land Titles Act 1925* (approved forms) and Revokes AF-2006 - 28

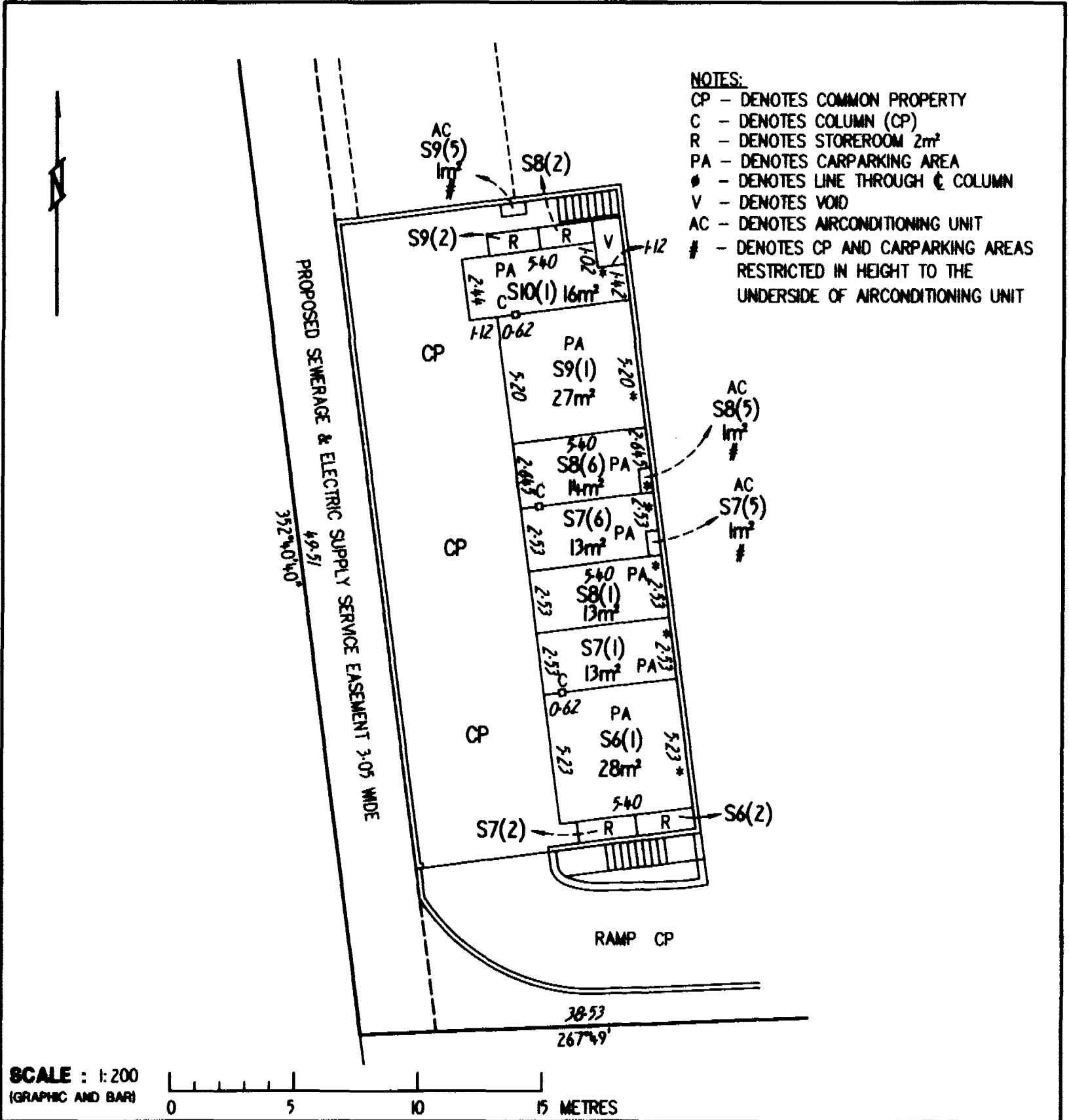
UNITS PLAN No. 3415.....

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MAWSON	13	35

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER BASEMENT 4. CLASS OF UNITS (A or B) A



5. EXECUTION

[Signature]
 CONCRETE BUILDERS
 DEVELOPMENTS Pty Ltd
 ACN 093493924
 Sole Director

Registered Surveyor (please sign for site plan only)

[Signature]
 Monica Saad
 a delegate of the Planning and Land
 Authority in exercising its functions
 -Delegate of the Minister-

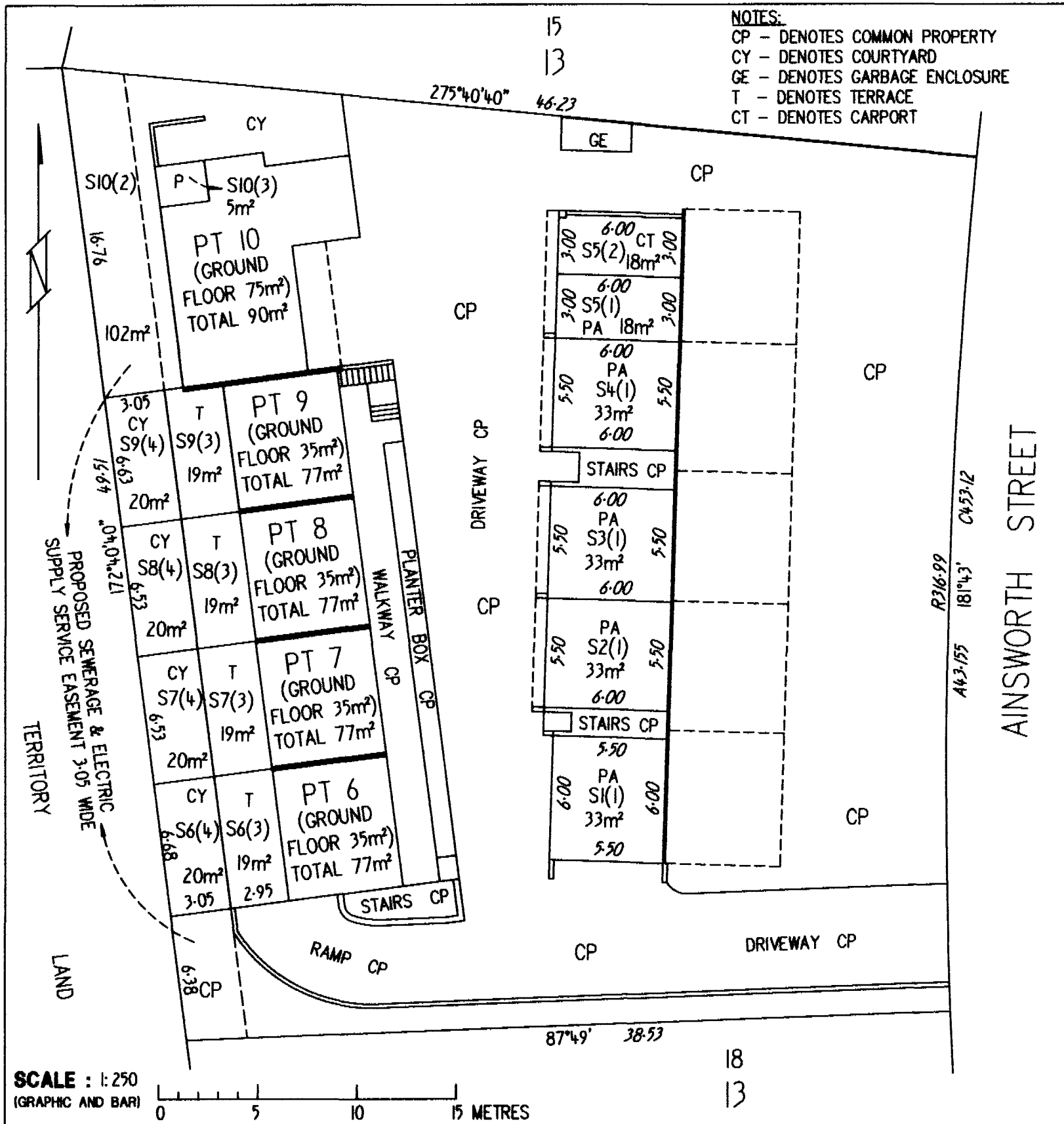
UNITS PLAN No 3415

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MAWSON	13	35

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER GROUND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p><i>Director, Hillcoak Developments Pty Ltd</i> AEW093493924 Applicant <u>SOLE DIRECTOR</u></p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Monica Saad</i> Monica Saad a delegate of the Planning and Land Authority in exercise of -Delegate of the Minister-</p>
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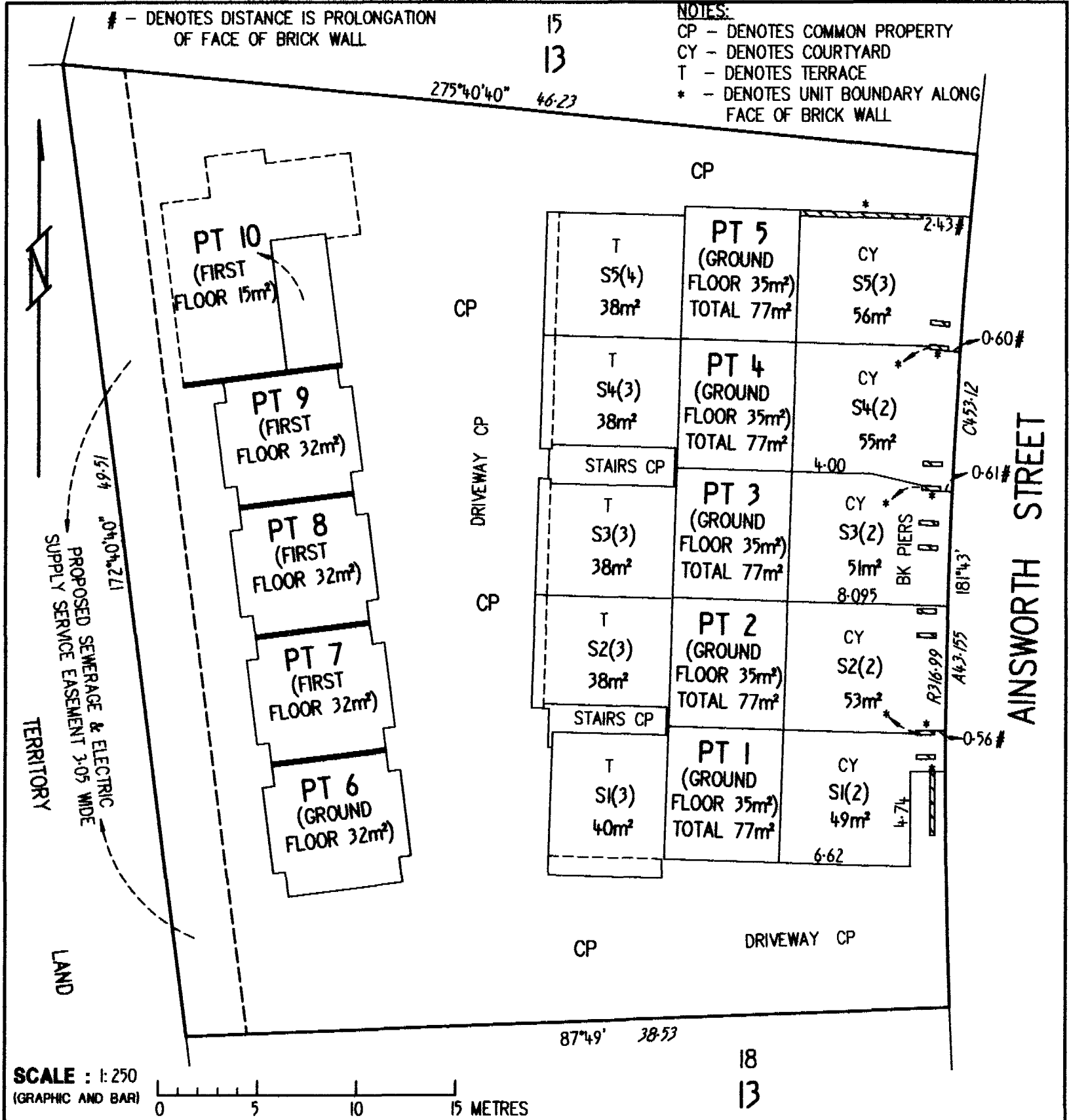
UNITS PLAN No 3415

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MAWSON	13	35

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER FIRST 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p>Director Wellcare Developments Pty Ltd AEN 093493924 Applicant SOLR Director.</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p>Monica Saad a delegate of the Planning and Land Authority in exercise of powers conferred by the Act Delegate of the Minister</p>
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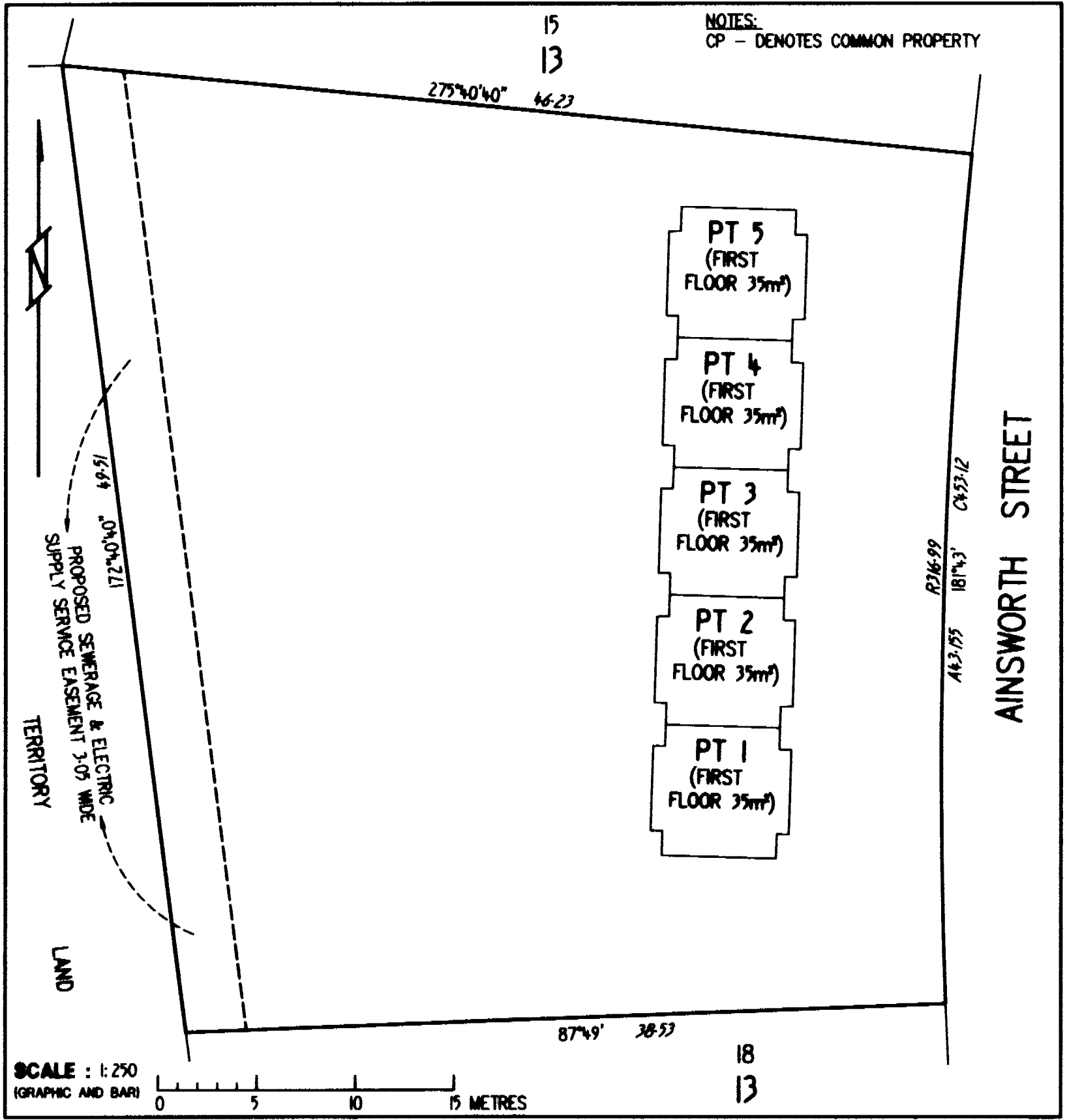
UNITS PLAN No 3415

1. LAND

DISTRICT/DIVISION	SECTION	BLOCK
MAWSON	13	35

2. SITE PLAN FLOOR PLAN (tick appropriate box)

3. IF FLOOR PLAN, STATE FLOOR NUMBER SECOND 4. CLASS OF UNITS (A or B) A



5. EXECUTION

<p><i>M. Director Helmut Dabke</i> By <i>hgs</i> ARN 93493924 Applicant SOLE DIRECTOR.</p>	<p>Registered Surveyor (please sign for site plan only)</p>	<p><i>Monica Saad</i> Monica Saad a delegate of the Planning and Land Authority in exercising its functions Delegate of the Minister</p>
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FORM 4

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3415

Block 35 Section 13 Division of MAWSON

**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 Twenty Third day of October Two Thousand and Sixty Eight.
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 – 10 inclusive covenants with 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 or any unit subsidiary to that unit without the previous approval in writing of the Authority;
 - (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 and any unit subsidiary to that 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 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



MS

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 or unit subsidiary at all reasonable times and in any reasonable manner and inspect the unit and unit subsidiary;
- (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) That:
 - (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
 - (A) the Territory and its successors;
 - (B) ACTEW Distribution Limited A.C.N. 073 025 224 and its successors; and
 - (C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;

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

- (ii) the service provider may:
 - (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
 - (B) do anything reasonably necessary for that purpose, including without limitation:
 - (1) entering or passing through the land;
 - (2) taking anything on to the land; and
 - (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(k)(ii), the service provider must take all reasonable steps to:
 - (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
 - (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(k)(iii)(B), does not require the service provider to restore:
 - (A) the land to a condition that would result in:
 - (1) an interference with:
 - (i) any service on or through the land; or
 - (ii) access to any service on or through the land; or
 - (2) a contravention of a law of the Territory; or
 - (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Lessee must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (vi) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and

MS

MS

- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (l) that the Lessee shall provide and thereafter maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (m) all minerals on or in the parcel are reserved to the Territory.

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;

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- (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:
- (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:

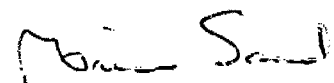
- (a) “Authority” means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) “building” means any building or structure, constructed or partially constructed or to be constructed, as the context permits or requires, on or under the leased land;
- (c) “dwelling” means a building or part of a building used as a self contained residence which must include:
- (i) food preparation facilities;
 - (ii) a bath or shower; and
 - (iii) a closet pan and wash basin
- and includes outbuildings and works normal to a dwelling;
- (d) “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;
 - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (e) “multi-unit housing” means the use of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;

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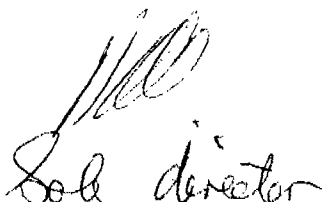
- (f) "outbuilding" means a shed, garage or similar structure which is ancillary to the permitted use of the parcel as specified in Clause 3(b) of this lease;
 - (g) "premises" means the leased land and any building or other improvements on the parcel of leased land;
 - (h) "Territory" means:
 - (i) 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 (Cth);
 - (i) "unit" means the leased land and the building and other improvements including any unit subsidiaries constructed or to be constructed on a part of the relevant parcel 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.
6. Each Lessee of each of the Units Nos. 1 – 10 inclusive acknowledges that the building erected on the parcel of land defined as Block 35 Section 13 Division of MAWSON on Deposited Plan Number 10576 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than ten (10) dwellings in total.

DATED the Sixteenth day of December 2009.



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

LESSEE: Hillcorp Developments Pty Limited ACN 093 493 924


Sole director

FORM 5

Revised 1/7/03

Land Titles (Unit Titles) Act 1970

UNITS PLAN NO: 3415

Block 35 Section 13 Division of MAWSON

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

1. The term of the lease expires on the Twenty Third day of October Two Thousand and Sixty Eight.
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. 3415 (“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 hereinafore 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;
 - (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 land forming the common property;

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- (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 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 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 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 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 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;

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- (j) That:
- (i) the Authority, on behalf of the Commonwealth, grants over that part of the land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of:
- (A) the Territory and its successors;
- (B) ACTEW Distribution Limited A.C.N. 073 025 224 and its successors; and
- (C) ActewAGL Distribution A.B.N. 76 670 568 688 a partnership of ACTEW Distribution Ltd A.C.N. 073 025 224 and Jemena Networks (ACT) Pty Ltd A.C.N. 008 552 663 and their successors;
- (collectively or separately referred to as the "service provider");
- (ii) the service provider may:
- (A) provide, maintain and replace services supplied by that service provider through the land within the site of the Easement; and
- (B) do anything reasonably necessary for that purpose, including without limitation:
- (1) entering or passing through the land;
- (2) taking anything on to the land; and
- (3) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
- (iii) in exercising the powers in Clause 3(j)(ii), the service provider must take all reasonable steps to:
- (A) ensure that the work carried out on the land causes as little disruption, inconvenience and damage as is practicable; and
- (B) ensure that the land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (iv) Clause 3(j)(iii)(B), does not require the service provider to restore:
- (A) the land to a condition that would result in:
- (1) an interference with:



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- (i) any service on or through the land; or
- (ii) access to any service on or through the land;
or
- (2) a contravention of a law of the Territory; or
- (B) any building or structure placed or constructed on any part of the land comprising the Easement;
- (v) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the land comprising the Easement;
- (vi) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (vii) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law;
- (k) that the Owners Corporation shall provide and thereafter maintain landscaping on the land to a standard acceptable to the Authority in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- (l) all minerals on or in 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) the Owners Corporation paying the rent and all moneys due and observing and performing the covenants and stipulations on the part of the Owners Corporation to be observed and performed shall quietly enjoy the premises without interruption by the Authority or any person lawfully claiming from or under or in trust for the Authority;
- (b) 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;
- (c) that any extension of the term of all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;

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- (d) 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 Land Act 2002.

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 leased land;
- (c) "owners corporation" means the body corporate under the name of 'The Owners – Units Plan No.
- (d) "premises" means the leased land and any building or other improvements on the parcel of leased 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 leased land and the building and other improvements constructed or to be constructed on a part of the relevant parcel 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;

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(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.

6. The Owners – Units Plan No: 3415 acknowledges that the building erected on the parcel of land defined as Block 35 Section 13 Division of MAWSON on Deposited Plan Number 10576 in the Registrar-General's Office at Canberra in the Australian Capital Territory shall be used for the purpose of multi-unit housing of not less than two (2) dwellings and not more than ten (10) dwellings in total.

DATED the Sixteenth day of December 2009.

Monica Saad

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

LESSEE: Hillcorp Developments Pty Limited ACN 093 493 924

[Signature]

Sub Director



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	35	Section	13	Suburb	MAWSON
-------------	----------	--------------	-----------	----------------	-----------	---------------	---------------

Leased by the Australian Capital Territory on behalf of the Commonwealth under the Land (Planning and Environment) Act 1991, Planning & Development Act 2007 and Planning Act 2023.

- | | No | Yes |
|--|-----------|------------------|
| 1. Have any notices been issued relating to the Crown Lease? | (X) | () |
| 2. Is the Lessor aware of any notice of a breach of the Crown Lease? | (X) | () |
| 3. Has a Certificate of Compliance been issued? (N/A ex-Government House) <input type="checkbox"/> | () | (X) |
| Certificate Number: 66315 | | Dated: 15-DEC-09 |
| 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 : InfoTrack, InfoTrack
 E-mail Address : actenquiries@infotrack.com.au
 Client Reference : 20268723 - 183899664

Date: 20-JAN-26 12:22:36



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

20-JAN-2026 12:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 1 of 3

INFORMATION ABOUT THE PROPERTY

MAWSON Section 13/Block 35/Unit 1

Building Class: A

Area(m2): 1,925.4
Unimproved Value: \$2,000,000 **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.



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

20-JAN-2026 12:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 2 of 3

DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)

Application DA200812307 **Lodged** 15-AUG-08 **Type** See Subclass

-- Application Details -----

Description

MULTI DWELLING - LEASE VARIATION - DEMOLITION - 10 UNITS. Lease Variation to consolidate Blocks 16 and 17 Section 13 Mawson into a single lease and variation to the consolidated lease to permit ten dwellings. Demolition of two existing residential dwellings & construction of 10 new residential two storey units with garages.

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	13	16-16	
Woden Valley	Mawson	13	17-17	
Woden Valley	Mawson	13	35-35	

-- Involved Parties -----

Role	Name
Representor	Allan & Margaret Monahan
Applicant	Peter Byfield
Lessee	Hillcorp Developments Pty Ltd
Representor	Sue Murray
Representor	Department Of Education

-- Activities -----

Activity Name	Status
Merit Track	Approval Conditional
Da - Reconsideration	Approval Conditional

Application DA200402471 **Lodged** 04-JUN-04 **Type** Single Dwelling

-- Application Details -----

Description

Addition of metal carport to existing residence

-- Site Details -----

District	Division	Section	Block(s)	Unit
Woden Valley	Mawson	13	17-17	
Woden Valley	Mawson	13	35-35	

-- Involved Parties -----

Role	Name
Applicant	Masterbuilt Garages Pty Ltd

-- Activities -----

Activity Name	Status
Ba Single House	Approved



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

20-JAN-2026 12:22

PLANNING AND LEASE MANAGER (PaLM)
LEASE CONVEYANCING ENQUIRY REPORT

Page 3 of 3

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

The information on development applications on adjacent blocks is to assist purchasers to be aware of possible nearby development activity. Please note however, it doesn't cover all development activity. Exempt activities can include but are not limited to, new residences, additions to residences, certain sheds, carports and pergolas etc. Information on exempt developments can be found at <https://www.planning.act.gov.au/applications-and-assessments/development-applications/check-if-you-need-a-da>

LAND USE POLICIES

To check the current land use policy in the suburb that you are buying a property in, please check the Territory Plan online at <https://www.legislation.act.gov.au/ni/2023-540/>

CONTAMINATED LAND SEARCH

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

ASBESTOS SEARCH

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

CAT CONTAINMENT AREAS

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 -----



Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

22 January 2026

Units Plan No. 3415
Not registered for GST

ABN: 87 324 014 018

InfoTrack
GPO BOX 4029
SYDNEY NSW 2000

Ref

Re	Lot	1	Units Plan No. 3415
Fee	342.00		Paid

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 136977394

Biller Code 74625
StrataPay Ref 136977394

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3415

Unit No: 1

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

Entitlements

Unit Entitlement: **101**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Pauline Groeger	PO Box 5514 KINGSTON ACT 2604
	Toomas Mirlieb	PO Box 5039 GARRAN ACT 2605
	Mr Oleksandr Demianenko	5/51 Ainsworth Street MAWSON ACT 2607

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,535.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	883.75	01/04/25	11/03/25	0.00	01/04/25
01/07/25 to 30/09/25	883.75	01/07/25	29/05/25	0.00	01/07/25
01/10/25 to 31/12/25	883.75	01/10/25	02/09/25	0.00	01/10/25
01/01/26 to 31/03/26	883.75	01/01/26	16/12/25	0.00	01/01/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

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

Paid to **31/03/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

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

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,073.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	268.43	01/04/25	11/03/25	0.00	01/04/25
01/07/25 to 30/09/25	268.43	01/07/25	29/05/25	0.00	01/07/25
01/10/25 to 31/12/25	268.43	01/10/25	02/09/25	0.00	01/10/25
01/01/26 to 31/03/26	268.43	01/01/26	16/12/25	0.00	01/01/26

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

Paid to **31/03/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	----------	-----------	----------	------------

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

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
---------	--------	--------	----------	-----------	----------	------------

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

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable		10.00 per cent		Nil

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> Insurance Investment Solutions	ISRSC/0004902	5,989,134.00	07/06/26	19/06/25	16,673.41
<i>PUBLIC LIABILITY</i> Insurance Investment Solutions	ISRSC/0004902	20,000,000.00	07/06/26	19/06/25	Included
<i>COMMON AREA CONTENTS</i> Insurance Investment Solutions	ISRSC/0004902	59,891.00	07/06/26	19/06/25	Included
<i>LOSS OF RENT</i> Insurance Investment Solutions	ISRSC/0004902	898,370.00	07/06/26	19/06/25	Included
<i>FIDELITY GUARANTEE</i> Insurance Investment Solutions	ISRSC/0004902	100,000.00	07/06/26	19/06/25	Included
<i>WORKERS COMPENSATION</i> CGU Insurance	O/22-2231	As per the Act	07/06/26	18/12/25	279.95
<i>VOLUNTARY WORKERS</i> Insurance Investment Solutions	ISRSC/0004902	200,000/2,000	07/06/26	19/06/25	Included
<i>OFFICE BEARERS</i> Insurance Investment Solutions	ISRSC/0004902	1,000,000.00	07/06/26	19/06/25	Included
<i>MACHINERY BREAKDOWN</i> Insurance Investment Solutions	ISRSC/0004902	100,000.00	07/06/26	19/06/25	Included
<i>CATASTROPHE</i> Insurance Investment Solutions	ISRSC/0004902	898,370.00	07/06/26	19/06/25	Included
<i>GOVERNMENT AUDIT COS</i> Insurance Investment Solutions	ISRSC/0004902	30,000.00	07/06/26	19/06/25	Included
<i>WH&S APPEAL EXPENSES</i> Insurance Investment Solutions	ISRSC/0004902	150,000.00	07/06/26	19/06/25	Included
<i>LEGAL EXPENSES</i> Insurance Investment Solutions	ISRSC/0004902	50,000.00	07/06/26	19/06/25	Included
<i>LOT OWNERS IMPROVEME</i> Insurance Investment Solutions	ISRSC/0004902	Insured	07/06/26	19/06/25	Included
<i>FLOATING FLOORS</i> Insurance Investment Solutions	ISRSC/0004902	Insured	07/06/26	19/06/25	Included

Fund Balances

Balances as at: 22 January 2026

Administrative Fund	12,407.16
Sinking Fund	179,917.02

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Developer Control Period

Developer Control Period Expiry Date: 21 December 2019

Borrowed Money

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

N

Sustainability Infrastructure

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

N

Crown Lease Extension Application

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

N - Due Date: 23/10/2068

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

(ii) The name of the embedded network provider

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.

Dated at Canberra the **22 January 2026**





Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Phone: 1300 361 263
Email: info_nsw@chu.com.au

COLLECTIVE INSURANCE BROKERS CITY STRATA
PO BOX 6248
O'CONNOR ACT 2602

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	46363
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/12/2019 to 07/12/2020 at 4:00pm
The Insured	THE OWNERS - UNITS PLAN NO.3415
Situation	51 AINSWORTH STREET MAWSON ACT 2607

Policies Selected

Policy 1 – Insured Property

Building: \$4,735,500

Common Area Contents: \$47,355

Loss of Rent & Temporary Accommodation (total payable): \$710,325

Policy 2 – Liability to Others

Sum Insured: \$10,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Selected

Policy 5 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date of Issue 10/12/2019

This certificate confirms that on the date of issue noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

UP 3415 Rules

Euca – 51 Ainsworth Street, MAWSON, ACT

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 obtained in an ordinary resolution of the Executive Committee or (if the Executive Committee is unable to come to a resolution, then) a special resolution of the Owners Corporation; 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.

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) Residents, their guests should be considerate of other occupants and keep loud noise to a minimum. Any noise which is intrusive, including but not limited to loud music and television, shouting, screeching of brakes, revving of engines, slamming of unit and block doors and using car horns unnecessarily is prohibited.

- (3) 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.
- (4) Permission may be given subject to stated conditions.
- (5) Permission may be withdrawn by special resolution of the owners corporation.

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

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

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

1.13 - Seal of the Owners Corporation

- (1) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
Note Executive committee decisions must be made by majority vote,
or
by unanimous vote if there are only 2 members of the committee
(see sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.

- (d) the Managing Agent may affix seal in the following instances –
- i. reduced quorum meetings notices;
 - ii. Rules registration documents;
 - iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
 - iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

- (1) If the owners corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the owners corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).
- (2) The unit owner agrees that any monies which are payable pursuant to subclause (1) shall be a debt enforceable by the owners corporation against the unit owner.
- (3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the owners corporation.

1.15 – Garbage

- (1) The garbage hopper shall be used for domestic waste only, house hold furniture/electrical appliances are not to be placed in hopper bay area or bins.
- (2) Only paper, cardboard, bottles and cans shall be placed in the recycle hopper bins provided for that purpose respectively.
- (3) All rubbish shall be wrapped securely in garbage bas before placement in the general rubbish hopper and no material shall be left on the floor of the garbage building (corrugated cardboard, e.g. pizza boxes, beer cans are not recyclable). Glass bottles are to be removed from plastic bags when deposited.

1.16 - Balconies

- (1) Balconies and courtyards may only have in public view appropriate furniture and plants.
- (2) No clotheslines structure or ropes shall be installed on balconies or courtyards
- (3) Inappropriate items such as, but not limited to, laundry, bicycles, garbage containers shall not be visible on balconies.

1.17– Parking

- (1) Residents should park their cars in their Unit’s allocated parking space only
- (2) Cars must not be parked on concrete driveway, on garden beds or grassed areas, or in any position where they may cause an obstruction to others.

- (3) Cars must not drive on the grassed areas. Please be aware of the corners of the grassed areas.
- (4) Visitor parking spaces are for visitors and guests convenience and shall not be used by residents for long-term parking.
- (5) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveways.
- (6) Drivers are asked to keep to a 10kph speed limit within the unit plan's premises.

**Owners Corporation managing Agents
Bright & Duggan ACT
27 Torrens Street
BRADDON ACT 2602**

Tel: 02 6156 3305

Email: customercare@bright-duggan.com.au

Office Hours: Monday to Friday 8.30 am to 5.00 pm

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863.

You will need to provide the Unit Plan number 3415. Address and any other information requested.

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 3415.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date and nature of the offence.

THANKING YOU ALL FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

Issue date: 07/06/25

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown 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 for Unit Plan 3415

POLICY NUMBER: ISRSC/0004902

PERIOD OF INSURANCE: 07/06/25 expiring 07/06/26 At 4pm Local Time

INTERESTED PARTY(S):

DESCRIPTION OF INSURED BUSINESS: Residential Strata

SITUATION OF RISK: 51 Ainsworth Street, MAWSON, ACT, 2607

SECTION 1: Building and Common Contents

Total BSI	\$5,989,134
IIS Share %	100.0000000%
Buildings	\$5,989,134
Sub Section 5.1-5.10 Combined	\$1,497,283
Catastrophe	\$898,370
Lot Owners Paint & Wallpaper	Not Insured
Floating Floorboards	Insured
Lot Owners Fixtures & Fittings	Insured
Flood	Not Insured
Common Contents	\$59,891
Loss of Rent	\$898,370

SECTION 2: Public Liability

\$20,000,000

SECTION 3: Voluntary Workers Personal Accident

Death & Disablement	Insured
Weekly Benefits	Insured

SECTION 4: Fidelity Guarantee

\$100,000

SECTION 5:	<u>Equipment Breakdown</u>	
		\$100,000
SECTION 6:	<u>Office Bearers' Liability</u>	
		\$1,000,000
SECTION 7:	Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses	
	(a) Government Audit Costs	\$30,000
	(b) Workplace Health and Safety Breaches	\$150,000
	(c) Legal Defence Expenses	\$50,000
INSURER:	Agile Underwriting Service	

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, to the best of our knowledge, 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 contract.

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 INSURANCE INVESTMENT SOLUTIONS PTY LTD trading as isStrata.



Insurance Valuation Report

'Euca'

**51 Ainsworth Street
Mawson ACT 2607**

Egan National Valuers (ACT)

Melbourne • Sydney • Canberra

27 Murray Crescent

Griffith ACT 2603

PO Box 6214, Kingston ACT 2604

Phone 02 6232 7555

eganvaluers.com.au

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Egan Australasia Pty Ltd ABN 17 102 907 906

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Letter of Instruction 2

EXECUTIVE SUMMARY

Property Address:	Units Plan 3415 Block 35 Section 13 51 Ainsworth Street Mawson ACT 2607
Valuation Instruction From:	City Strata Management on behalf of Owners Corporation 3415.
To Account of:	The Proprietors of Units Plan 3415.
Description of Property:	A late 2000s', low rise complex offering 10 x 2 bedroom attached townhouses. Each unit has car accommodation and private yard. Other improvements include fencing, driveways and general landscaping. Construction is of bagged brick and clad external walls and metal roof.
Purpose of Valuation:	To assess the current insurable value of the property.
Date of Valuation:	Inspection Date: 12 April 2018 Valuation Date: 12 April 2018
Insurance Value:	Current Year as at 12 April 2018: \$4,510,000.00



51 Ainsworth Street, Mawson ACT 2607

Assumptions, Conditions and Limitations

1. It is assumed that no significant event occurs between the date of inspection and the date of valuation that would impact on the value of the subject property.
2. This valuation has been prepared on specific instructions from the instructing party detailed within this report for the specific purpose detailed within this report. The report is not to be relied upon by any other person or for any other purpose. We accept no liability to third parties nor do we contemplate that this report will be relied upon by third parties. Neither the whole of the report, nor any part of reference thereto, may be published in any document, statement or circular or in any communication with third parties without prior written approval of the form and context in which it will appear. We reserve the right to withhold consent or to review the contents of this report in the event that our consent is sought. Egan National Valuers (ACT) and the individual valuers involved in the preparation of this valuation do not have pecuniary interests in the subject property that would conflict with the valuation of the property.
3. This valuation was completed on the basis that all buildings and improvements on the property, are in full compliance with all relevant planning and building regulations in force at the time of construction. This includes adherence to all planning and building permits issued (as applicable), and a Certificate of Occupancy having been issued if relevant.

EGAN NATIONAL VALUERS (ACT)



Nicolas Leslé - AAPI
 Certified Practising Valuer

13/04/18

Date of signing

IMPORTANT: All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.

1 INTRODUCTION

1.1 Client Details & Instructions

We have been instructed by Aislinn Clifford of City Strata Management on behalf of Owners Corporation 3415 to determine the insurable replacement value of the improvements at 51 Ainsworth Street, Mawson ACT 2607.

We attach a copy of the Letter of Instruction, refer Appendices.

1.2 Certification

We hereby certify that the valuer has no interest, financial or otherwise, in the property subject to appraisal.

1.3 Date of Valuation

The date of valuation is 12 April 2018, based on our inspection of the same day.

1.4 Basis of Valuation

Insurance Assessment

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

2 LEGAL DESCRIPTION

2.1 Property Details

Units Plan 3415 a subdivision under the Units Title Act of Block 35, Section 13, Division of Mawson.

2.2 Identification

The subject property has been identified by on site inspection, Units Plan, ACT Government Web Site and Building Plans.

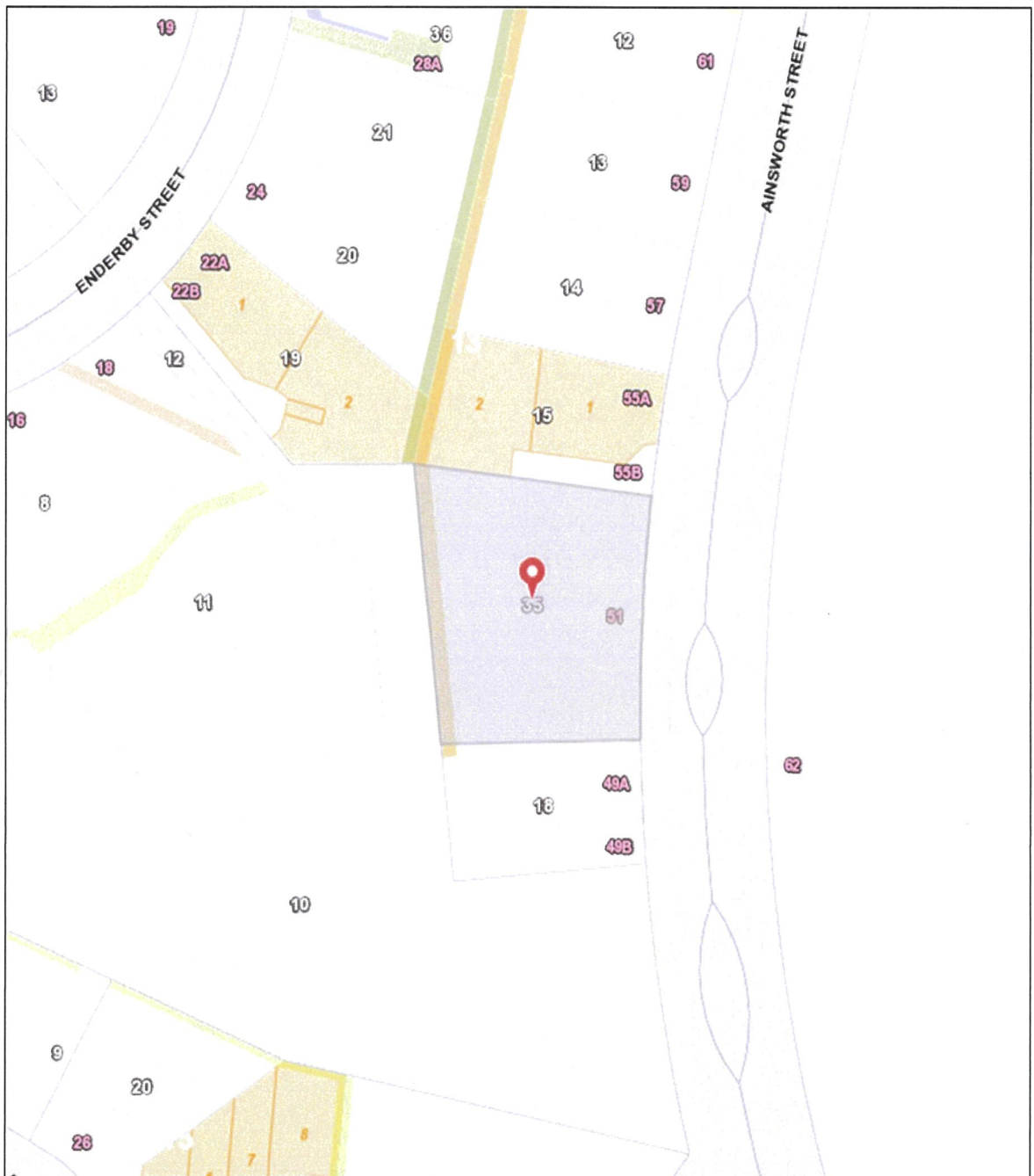


Image courtesy of ACT mapi

3 SITE DESCRIPTION

3.1 Dimensions and Area

An irregular shaped, medium density inside block situated on a local thoroughfare near open space. The site has an approximate area of 1,925 square metres.

3.2 Topography and Aspect

The site is situated below street level and has an eastern aspect.

3.3 Services

The following services are available and connected to the property:

- Mains water supply
- Reticulated sewerage
- Gas
- Telephone
- Electricity

4 IMPROVEMENTS

4.1 General Description

An inspection of all readily accessible parts of the improvements and property has been completed. Currently erected on this medium density site is a late 2000's, low rise complex comprising 10 x 2 bedroom, two storey townhouses in two blocks. Each unit has car accommodation, private courtyard and an approximate living area of 80sqm. Other site improvements are fencing, driveways and general landscaping.

4.2 Construction

The improvements are more particularly described as follows:

Structure

External walls:	Bagged brick and clad
Main floor:	Concrete
Roof:	Metal
Windows:	Aluminium framed
Internal walls:	Plasterboard

4.3 Building Areas

Based on the measurements taken from the building plans and information provided, the improvements have an approximate gross building area including extensions as detailed below:

Description	Square metres
Main living area	818
Basement	300
Garage	210
Carport	21
Verandah/porch	366
Stairs	16

It must however be noted that a detailed survey of areas has not been commissioned in this regard. Accordingly, we recommend that you obtain a Building Survey from a qualified surveyor. If such further investigations reveal any inaccuracies in the above area calculations, this valuation will require revision. In such event we invite you to resubmit the valuation to us together with a Building Survey for this purpose.

4.4 Accommodation

All units have:

- Entry, lounge and dining areas;
- Adequately equipped open kitchen;
- Two bedrooms, each with a built-in robe;
- Single adequately equipped bathroom;
- Internal laundry and toilet;
- Single or double carspace (on basement level, separate garage or carport);
- Private terrace.



4.5 Site Improvements

Other improvements include concrete driveway/carpark/path, fencing, bin enclosure and neat landscaping.

4.6 Repair and Condition

Building Alternations and Enhancements

We are not aware of any added improvements and our assessment is based on replacement cost new of the development.

Building Structure

Based on our inspection of the subject property, the improvements appear to be in a sound structural condition with a reasonable level of presentation.

Asbestos

Our inspection of the property did not reveal any obvious asbestos materials which are likely to have a negative impact on value, however, we are not qualified to comment as to the presence of any such asbestos materials within the property.

Survey

We have assumed that all improvements are located wholly within the boundaries of the property and do not encroach upon any easements which preclude development. We are not registered surveyors and have not been requested to commission a survey of the location of improvements on the land.

Soil Contamination

There are no visible signs of contamination to the subject property however, the only way that it could be certified that there is no contamination is by an independent environmental survey by an appropriate expert.

No soil analysis, geological studies or contamination report were ordered or made in conjunction with this report and, as such, it is assumed that there are no environmentally hazardous materials on, in, or near the property that would cause loss in value. As far as we are aware, there is no evidence to suggest that the property may have been contaminated by any such materials in its present or previous use and this valuation makes no such allowance. Should an environmental audit report prove otherwise, then the valuation should be returned to the Valuer for re-appraisal.

5 INSURANCE ASSESSMENT

The insurance assessment of the improvements is defined as the cost of replacing the improvements in compliance with current Building Codes and includes allowances for professional fees and any additional costs which would normally be incorporated in the limit of liability.

The insurance assessment escalates the current replacement cost by incorporating allowances to cover, firstly, the likely cost increases during demolition, lead time and rebuilding periods, secondly the estimated costs of demolition and debris removal in the event of a serious loss, and thirdly the likely cost escalation during the currency of the policy year.

It must be noted that we do not profess to be quantity surveyors. This assessment has been determined on the basis of information as contained within Rawlinsons Australian Construction Handbook and reference to other industry sources. We have not been instructed to commission advice from a quantity surveyor in this regard and therefore advise that the indicated assessment is an estimate only, based on modern equivalent materials and construction technique. We therefore strongly recommend that advice from a quantity surveyor is commissioned in this regard prior to any decision making process being completed.

Our insurance assessment excludes; unique planning and building requirements, such as requirements for unstable land, current or extinguished existing use rights attaching to the property, and unforeseen escalations in building and other related costs due to the high demand for building materials and labour due to large scale catastrophes and disasters. This assessment is on the basis of a single loss and not in the context of a more widespread catastrophe such as an earthquake, flood, or bushfire.

We have not been provided with an insurance policy document for the subject property nor are we aware of the limit of liability for the insured property.

6 INSURANCE CALCULATIONS

PROPERTY ADDRESS: 51 AINSWORTH STREET, MAWSON ACT 2607				
BUILDING COSTS				
Main Improvements	Area sqm		Rate \$	
Main living area	818	sq m at	\$2,200	\$1,799,600
Basement	300	sq m at	\$1,800	\$540,000
Garage	210	sq m at	\$900	\$189,000
Carport	21	sq m at	\$800	\$16,800
Verandah/porch	366	sq m at	\$600	\$219,600
Stairs	16	sq m at	\$700	\$120,000
Other Improvements				
Driveway	450	sq m at	\$100	\$45,000
Fencing	200	lineal m at	\$140	\$28,000
Landscaping	673	sq m at	\$150	\$100,950
				\$3,058,950
ADJUSTMENTS				
Demolition and removal of debris		8.00%	\$244,716	\$3,303,666
Professional fees		9.00%	\$297,330	\$3,600,996
Increase in costs during initial year		5.00%	\$180,050	\$3,781,046
Plus GST		10.00%	\$378,105	\$4,159,150
LOSS OF INTEREST				
Planning, approvals and tendering	26		Weeks	
Construction period	78		Weeks	
	104		Total	
Estimated cost of funds		8.50%		
Proportion		8.50%	\$353,528	
				TOTAL \$4,512,678
				ROUNDED \$4,510,000
Cost Escalations	Year 1	5%	(Included above)	
	Year 2	5%		
	Year 3	5%		
Loss of rent during reconstruction period:				
10 x 3 bedroom units at	\$440	average per week =		\$4,400
				\$4,400
	\$4,400	per week for	104	weeks
		Equates to	\$457,600	
		(Not included in the above assessment)		

7 VALUATION

We are of the opinion that the insurable value of the property situated at 51 Ainsworth Street, Mawson ACT 2607 on the basis set out herein and subject to the comments contained within this report, as at 12 April 2018 for insurance purposes, is as follows:

\$4,510,000.00

(Four Million Five Hundred and Ten Thousand Dollars)

These values are subject to the details contained within this Valuation Report. The values are subject to the statement of assumptions, conditions and limitations detailed within the Executive Summary of this report.

EGAN NATIONAL VALUERS (ACT)



Nicolas Leslé - AAPI
Certified Practising Valuer

13 / 04 / 18

Date of signing

IMPORTANT: All data provided in this summary is wholly reliant on and must be read in conjunction with the information provided in the attached report. It is a synopsis only designed to provide a brief overview and must not be acted on in isolation.



Appendices





CITY STRATA
MANAGEMENT

Issued on behalf of the Units Plan/Community Title Scheme by
City Strata Management Pty Limited
ABN 96 144 703 435
First floor, 42 Mort Street Braddon ACT 2612 : PO Box 6248 O'Connor ACT 2602
☎ 02 6156 3305 ✉ aislinn@citystrata.com.au 🌐 citystrata.com.au

19 March 2018

Ms C Mowbray

Egan Valuers

PO Box 6214

Kingston ACT 2604

Ms Mowbray

Units Plan 3415
Block 35 Section 13 Mawson
51 Ainsworth Street Mawson ACT

Insurance Valuation

Please carry out a revised valuation for insurance purposes on the above mentioned property for a fee of \$770.00 (GST inclusive).

Kindly find enclosed the following:

- List of Unit Entitlements
- List of any significant alterations or additions (not included, known/various)
- Authority to inspect building file.

Please be advised there are no on-site contacts as all Units are tenanted.

Trusting that the above information is satisfactory but if you require any further information please feel free to contact me.

Yours sincerely

Aislinn Clifford
Insurance Administrator
City Strata Management

Sinking Fund Plan

Euca

51 Ainsworth St, Mawson, ACT 2607

Scheme Number: 3415



COMPILED BY SIMON VINCENT

**On 6 March 2023 for the
15 Years Commencing: 1 February 2023
QIA Job Reference Number: 167908**

Professional Indemnity Insurance Policy Number 1411189338 PLP
© QIA Group Pty Ltd

PO Box 1280,
Beenleigh QLD 4207

P 1300 309 201
F 1300 369 190
E info@qjagroup.com.au
W www.qjagroup.com.au

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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

51 Ainsworth St, Mawson, ACT 2607

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:	\$5.00
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$187,086.00
The proposed Sinking Fund Levy per entitlement is:	\$6.88

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.

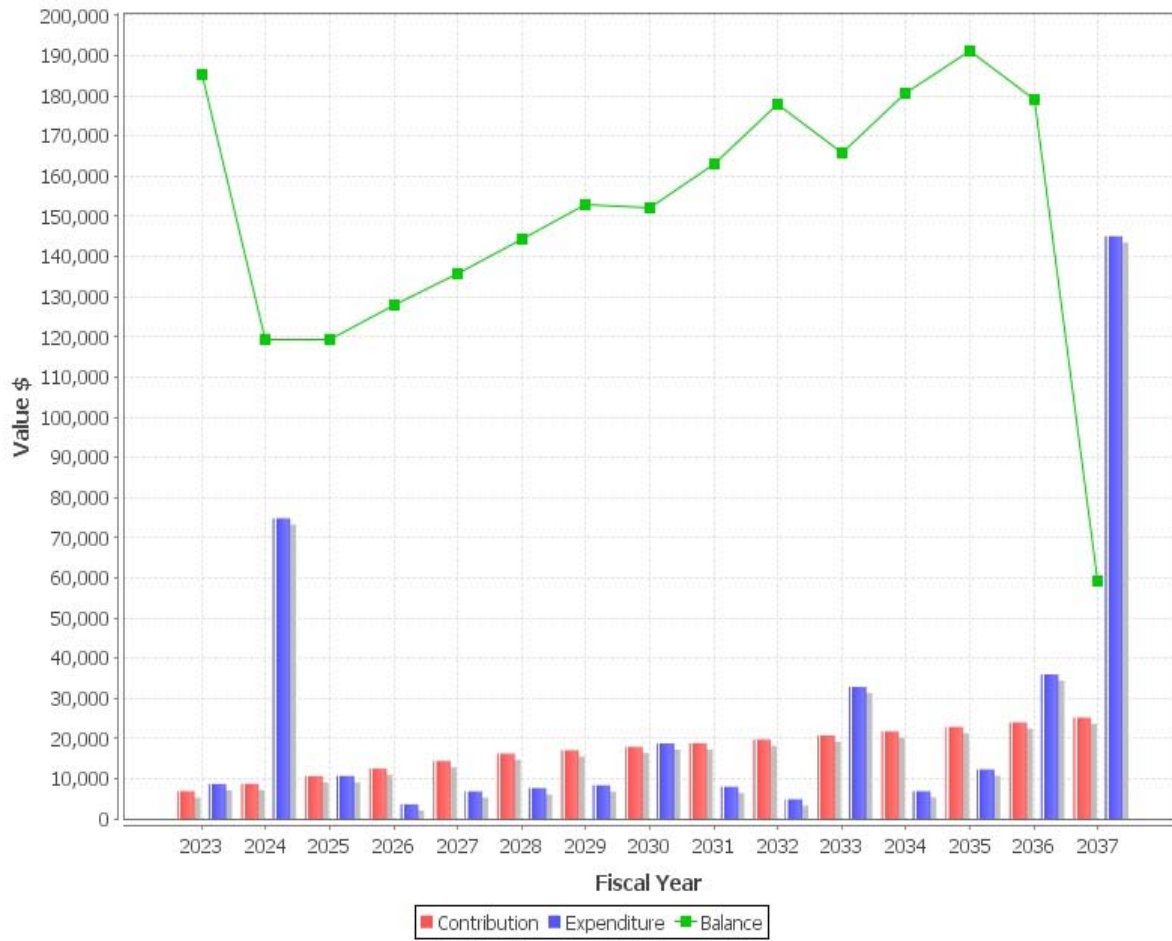
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	01/02/2023	\$187,086	\$6,877	\$6.88	\$8,679	\$185,284
2	01/02/2024	\$185,284	\$8,754	\$8.75	\$74,798	\$119,241
3	01/02/2025	\$119,241	\$10,631	\$10.63	\$10,677	\$119,194
4	01/02/2026	\$119,194	\$12,508	\$12.51	\$3,629	\$128,074
5	01/02/2027	\$128,074	\$14,385	\$14.38	\$6,858	\$135,601
6	01/02/2028	\$135,601	\$16,262	\$16.26	\$7,658	\$144,205
7	01/02/2029	\$144,205	\$17,075	\$17.08	\$8,332	\$152,948
8	01/02/2030	\$152,948	\$17,929	\$17.93	\$18,797	\$152,080
9	01/02/2031	\$152,080	\$18,825	\$18.83	\$7,995	\$162,910
10	01/02/2032	\$162,910	\$19,767	\$19.77	\$4,863	\$177,814
11	01/02/2033	\$177,814	\$20,755	\$20.75	\$32,856	\$165,712
12	01/02/2034	\$165,712	\$21,793	\$21.79	\$6,906	\$180,599
13	01/02/2035	\$180,599	\$22,882	\$22.88	\$12,310	\$191,171
14	01/02/2036	\$191,171	\$24,026	\$24.03	\$35,971	\$179,226
15	01/02/2037	\$179,226	\$25,228	\$25.23	\$145,064	\$59,390

SINKING FUND FORECAST MOVEMENT



SUMMARY OF ANNUAL FORECAST EXPENDITURE

February 2023	Expense Inc GST
SUPERSTRUCTURE	
- Capital Replacement - General	\$1,000
BASEMENT	
- Replace main garage door motor	\$2,310
FURNITURE & FITTINGS	
- Ongoing partial replacement of exterior lighting	\$368
ROOF	
- Maintain metal roof fixings/flashings	\$5,000
<u>Total Forecast Expenditure for year - February 2023 (Inc GST):</u>	<u>\$8,679</u>
Includes GST amount of :	\$789
February 2024	Expense Inc GST
SUPERSTRUCTURE	
- Repaint buildings	\$51,421
- Repaint soffits	\$3,881
- Scaffold/access equip allowance	\$13,340
- Repaint door face	\$1,213
- Replace external door/frame	\$849
- Capital Replacement - General	\$1,050
BASEMENT	
- Maintain/repair main garage door running gear	\$1,601
FURNITURE & FITTINGS	
- Provision to replace door closer	\$170

FIRE PROTECTION SYSTEMS

- Provision to replace fire hose reel	\$606
- Provision to replace portable fire extinguisher	\$182
- Install/Replace exit signage/emergency lighting	\$485
<u>Total Forecast Expenditure for year - February 2024 (Inc GST):</u>	<u>\$74,798</u>
Includes GST amount of :	\$6,800

February 2025	Expense Inc GST
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SUPERSTRUCTURE

- Provision to replace handrail fixings	\$382
- Capital Replacement - General	\$1,103

BASEMENT

- Replace exhaust/supply fans	\$7,131
- Repaint line marking	\$1,146

DRIVEWAY

- Repaint line marking	\$509
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$406
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<u>Total Forecast Expenditure for year - February 2025 (Inc GST):</u>	<u>\$10,677</u>
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Includes GST amount of :	\$971
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February 2026	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,158
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FENCING

- Provision to replace timber fencing in 10 years (partial accrual)	\$2,471
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<u>Total Forecast Expenditure for year - February 2026 (Inc GST):</u>	<u>\$3,629</u>
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Includes GST amount of :	\$330
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February 2027	Expense Inc GST
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SUPERSTRUCTURE

- Provision for partial terrace membrane replacement	\$5,194
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- Capital Replacement - General	\$1,216
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$448
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<u>Total Forecast Expenditure for year - February 2027 (Inc GST):</u>	<u>\$6,858</u>
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Includes GST amount of :	\$623
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February 2028	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,277
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ROOF

- Maintain metal roof fixings/flashings	\$6,381
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<u>Total Forecast Expenditure for year - February 2028 (Inc GST):</u>	<u>\$7,658</u>
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Includes GST amount of :	\$696
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February 2029	Expense Inc GST
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SUPERSTRUCTURE

- Capital Replacement - General	\$1,340
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EXTERNAL WORKS

- Maintain common pipework	\$2,786
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FENCING

- Provision to replace timber fencing in 10 years (partial accrual)	\$2,860
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$494
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguisher	\$232
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- Install/Replace exit signage/emergency lighting	\$619
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<u>Total Forecast Expenditure for year - February 2029 (Inc GST):</u>	<u>\$8,332</u>
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Includes GST amount of :	\$757
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February 2030

Expense Inc GST

SUPERSTRUCTURE

- Provision for partial terrace membrane replacement	\$6,013
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- Capital Replacement - General	\$1,407
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BASEMENT

- Replace main garage door motor	\$3,250
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ROOF

- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$8,126
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<u>Total Forecast Expenditure for year - February 2030 (Inc GST):</u>	<u>\$18,797</u>
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Includes GST amount of :	\$1,709
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February 2031

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,478
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DRIVEWAY

- Maintain driveway 5% of total	\$5,973
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$544
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<u>Total Forecast Expenditure for year - February 2031 (Inc GST):</u>	<u>\$7,995</u>
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Includes GST amount of :	\$727
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February 2032

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,552
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FENCING

- Provision to replace timber fencing in 10 years (partial accrual)	\$3,311
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<u>Total Forecast Expenditure for year - February 2032 (Inc GST):</u>	<u>\$4,863</u>
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Includes GST amount of :	\$442
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February 2033

Expense Inc GST

SUPERSTRUCTURE

- Provision for partial terrace membrane replacement	\$6,961
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- Capital Replacement - General	\$1,629
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BASEMENT

- Repaint line marking	\$1,693
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DRIVEWAY

- Provision to replace individual garage doors in 17 years (partial accrual)	\$3,669
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- Repaint line marking	\$753
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$600
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ROOF

- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$9,407
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- Maintain metal roof fixings/flashings	\$8,144
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<u>Total Forecast Expenditure for year - February 2033 (Inc GST):</u>	<u>\$32,856</u>
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Includes GST amount of :	\$2,987
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February 2034

Expense Inc GST

SUPERSTRUCTURE

- Capital Replacement - General	\$1,711
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FENCING

- Provision to replace colorbond fencing in 28 years (partial accrual)	\$4,109
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FIRE PROTECTION SYSTEMS

- Provision to replace portable fire extinguisher	\$296
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- Install/Replace exit signage/emergency lighting	\$790
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<u>Total Forecast Expenditure for year - February 2034 (Inc GST):</u>	<u>\$6,906</u>
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Includes GST amount of :	\$628
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February 2035

Expense Inc GST

SUPERSTRUCTURE

- Provision to replace handrail fixings	\$622
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- Capital Replacement - General	\$1,796
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BASEMENT

- Provision to replace main garage door in 17 years (partial accrual)	\$5,186
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DRIVEWAY

- Provision to replace individual garage doors in 17 years (partial accrual) \$4,045

FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting \$662

Total Forecast Expenditure for year - February 2035 (Inc GST): \$12,310

Includes GST amount of : \$1,119

February 2036	Expense Inc GST
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SUPERSTRUCTURE

- Provision for partial terrace membrane replacement \$8,058
- Capital Replacement - General \$1,886

DRIVEWAY

- Maintain driveway 5% of total \$7,623

EXTERNAL WORKS

- Maintain common pipework \$3,920

FURNITURE & FITTINGS

- Provision to replace mail boxes \$3,594

ROOF

- Provision to replace guttering/downpipes in 17 years (partial accrual) \$10,890

Total Forecast Expenditure for year - February 2036 (Inc GST): \$35,971

Includes GST amount of : \$3,270

February 2037	Expense Inc GST
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SUPERSTRUCTURE

- Repaint buildings \$96,961

- Repaint soffits	\$7,318
- Scaffold/access equip allowance	\$25,155
- Repaint door face	\$2,287
- Replace external door/frame	\$1,601
- Capital Replacement - General	\$1,980

BASEMENT

- Replace main garage door motor	\$4,574
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DRIVEWAY

- Provision to replace individual garage doors in 17 years (partial accrual)	\$4,459
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FURNITURE & FITTINGS

- Ongoing partial replacement of exterior lighting	\$729
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<u>Total Forecast Expenditure for year - February 2037 (Inc GST):</u>	<u>\$145,064</u>
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Includes GST amount of :	\$13,188
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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
SUPERSTRUCTURE																		
- Repaint buildings	\$42,400	2024	13		51421													96961
- Repaint soffits	\$3,200	2024	13		3881													7318
- Scaffold/access equip allowance	\$11,000	2024	13		13340													25155
- Repaint door face	\$1,000	2024	13		1213													2287
- Replace external door/frame	\$700	2024	13		849													1601
- Provision to replace handrail fixings	\$300	2025	10			382										622		
- Provision for partial terrace membrane replacement	\$3,700	2027	3					5194			6013			6961			8058	
- Capital Replacement - General	\$866	2023	0	1000	1050	1103	1158	1216	1277	1340	1407	1478	1552	1629	1711	1796	1886	1980
BASEMENT																		
- Replace exhaust/supply fans	\$5,600	2025	16			7131												
- Repaint line marking	\$900	2025	8			1146								1693				
- Provision to replace main garage door in 17 years (partial accrual)	\$2,500	2035	4													5186		
- Maintain/repair main garage door running gear	\$1,320	2024	15		1601													
- Replace main garage door motor	\$2,000	2023	7	2310							3250							4574
DRIVEWAY																		
- Maintain driveway 5% of total	\$3,500	2031	5									5973					7623	
- Provision to replace individual garage doors in 17 years (partial accrual)	\$1,950	2033	2											3669		4045		4459
- Repaint line marking	\$400	2025	8			509								753				
EXTERNAL WORKS																		
- Maintain common pipework	\$1,800	2029	7							2786							3920	

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
FENCING																		
- Provision to replace colorbond fencing in 28 years (partial accrual)	\$2,080	2034	4												4109			
- Provision to replace timber fencing in 10 years (partial accrual)	\$1,848	2026	3				2471			2860			3311					
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,650	2036	27														3594	
- Ongoing partial replacement of exterior lighting	\$319	2023	2	368		406		448		494		544		600		662		729
- Provision to replace door closer	\$140	2024	15		170													
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$500	2024	15		606													
- Provision to replace portable fire extinguisher	\$150	2024	5		182					232					296			
- Install/Replace exit signage/emergency lighting	\$400	2024	5		485					619					790			
ROOF																		
- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$5,000	2030	3								8126			9407			10890	
- Maintain metal roof fixings/flashings	\$4,329	2023	5	5000					6381					8144				
Total				8679	74798	10677	3629	6858	7658	8332	18797	7995	4863	32856	6906	12310	35971	145064
Includes GST amount of				789	6800	971	330	623	696	757	1709	727	442	2987	628	1119	3270	13188

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
SUPERSTRUCTURE																		
- Repaint buildings	\$42,400	2024	13	25083	51421	5474	11222	17257	23594	30247	37234	44569	52272	60359	68851	77768	87130	96961
- Repaint soffits	\$3,200	2024	13	1893	3881	413	847	1302	1781	2283	2810	3364	3945	4556	5196	5869	6576	7318
- Scaffold/access equip allowance	\$11,000	2024	13	6507	13340	1420	2911	4477	6121	7847	9660	11563	13561	15659	17862	20176	22605	25155
- Repaint door face	\$1,000	2024	13	592	1213	129	265	407	556	713	878	1051	1233	1424	1624	1834	2055	2287
- Replace external door/frame	\$700	2024	13	414	849	90	185	285	390	499	615	736	863	997	1137	1284	1439	1601
- Provision to replace handrail fixings	\$300	2025	10	121	248	382	49	101	156	213	273	336	403	472	545	622	81	165
- Provision for partial terrace membrane replacement	\$3,700	2027	3	940	1927	2963	4051	5194	1907	3910	6013	2208	4527	6961	2556	5240	8058	2959
- Capital Replacement - General	\$866	2023	0	1000	1050	1103	1158	1216	1277	1340	1407	1478	1552	1629	1711	1796	1886	1980
BASEMENT																		
- Replace exhaust/supply fans	\$5,600	2025	16	2262	4637	7131	658	1349	2074	2836	3636	4475	5357	6283	7255	8276	9348	10473
- Repaint line marking	\$900	2025	8	364	745	1146	177	363	559	764	980	1206	1444	1693	262	537	826	1129
- Provision to replace main garage door in 17 years (partial accrual)	\$2,500	2035	4	293	600	923	1262	1618	1991	2384	2796	3228	3683	4159	4660	5186	1462	2998
- Maintain/repair main garage door running gear	\$1,320	2024	15	781	1601	170	348	535	731	937	1154	1381	1620	1871	2134	2410	2700	3005
- Replace main garage door motor	\$2,000	2023	7	2310	399	818	1258	1720	2206	2715	3250	562	1152	1771	2421	3104	3821	4574
DRIVEWAY																		
- Maintain driveway 5% of total	\$3,500	2031	5	542	1110	1708	2335	2993	3685	4410	5173	5973	1380	2828	4349	5946	7623	1761
- Provision to replace individual garage doors in 17 years (partial accrual)	\$1,950	2033	2	258	529	814	1113	1427	1757	2103	2466	2848	3248	3669	1973	4045	2175	4459
- Repaint line marking	\$400	2025	8	161	331	509	79	162	249	340	436	536	642	753	116	239	367	502

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	2029	7	342	701	1079	1475	1891	2327	2786	481	987	1518	2075	2660	3275	3920	677
FENCING																		
- Provision to replace colorbond fencing in 28 years (partial accrual)	\$2,080	2034	4	258	529	814	1113	1426	1756	2102	2465	2847	3247	3667	4109	1159	2375	3653
- Provision to replace timber fencing in 10 years (partial accrual)	\$1,848	2026	3	573	1175	1807	2471	907	1860	2860	1050	2153	3311					
FURNITURE & FITTINGS																		
- Provision to replace mail boxes	\$1,650	2036	27	183	376	578	790	1013	1247	1493	1751	2022	2307	2605	2919	3248	3594	245
- Ongoing partial replacement of exterior lighting	\$319	2023	2	368	198	406	219	448	241	494	265	544	293	600	323	662	356	729
- Provision to replace door closer	\$140	2024	15	83	170	18	37	57	77	99	122	146	172	198	226	255	286	318
FIRE PROTECTION SYSTEMS																		
- Provision to replace fire hose reel	\$500	2024	15	296	606	64	132	202	277	355	437	523	613	708	807	912	1022	1137
- Provision to replace portable fire extinguisher	\$150	2024	5	89	182	42	86	132	181	232	54	110	169	231	296	68	140	215
- Install/Replace exit signage/emergency lighting	\$400	2024	5	237	485	112	230	353	483	619	143	293	451	616	790	182	374	575
ROOF																		
- Provision to replace guttering/downpipes in 17 years (partial accrual)	\$5,000	2030	3	851	1744	2683	3668	4702	5788	6929	8126	2984	6117	9407	3454	7082	10890	3999
- Maintain metal roof fixings/flashings	\$4,329	2023	5	5000	1155	2367	3641	4977	6381	1474	3021	4646	6353	8144	1881	3856	5930	8108
TOTAL ACCRUALS				43123	16404	24486	38151	49656	61994	74653	77900	94774	116570	110479	133211	152720	151068	41919

* **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.







australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 3415

51 Ainsworth Street, MAWSON, ACT, 2607



Meeting Date:	Tuesday 3 December 2024
Address:	Online only
Present:	Pauline Groeger (Lot 8) Electronic vote Ms C Cheong (Lot 10) Electronic vote
In attendance:	Drucilla Oliver Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 3415 EUCA approve to renew the insurance period 7th of December 2024 to 7th of June 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 3rd of December 2024 we will process the renewal with the recommended insurer Strata Unit Underwriters (6-Month Policy) and CGU Workers Compensation to the total premium of \$8,534.59 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Period of Insurance	Total Insurance Costs Payable (Inc CGU W/Comp)
Strata Unit Underwriters	\$ 5,989,134	\$ 2,500	6 Months	\$ 8,534.59
Insurance Investment Solutions	\$ 5,989,134	\$ 2,000	12 Months	\$ 20,178.65
Axis Underwriting Services	Declined to provide a quotation due to the outstanding defects			
Longitude Insurance				
Flex Insurance	Approached, however did not provide a response within required timeframe			
CHU Underwriting Agencies				
Strata Community Insurance				

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Strata Unit Underwriters	Insurance Investment Solutions
Building Sum Insured	\$ 5,703,997	\$ 5,989,134	\$ 5,989,134
Base Premium (includes commission if applicable)	\$ 9,018.93	\$ 6,833.68	\$ 13,618.64
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 250.00	\$ 275.00	\$ 385.00
Broker Fee	\$ 458.15	\$ 395.00	\$ 4,085.59
GST* All Items	\$ 972.71	\$ 750.41	\$ 1,808.92
Total Insurance Cost (Incl GST)	\$ 10,699.79	\$ 8,254.09	\$ 19,898.15
Commission (Included in Base Premium)	\$ 1,803.79	\$ 1,366.74	\$ 0.00
Allocation of remuneration			
Strata Manager (ex GST)	\$ 1,578.31	\$ 1,298.40	\$ 2,723.73
Broker (ex GST)	\$ 683.63	\$ 463.34	\$ 1,361.86
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration (ex GST)	\$ 2,261.94	\$ 1,761.74	\$ 4,085.59

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

CGU WORKERS COMPENSATION INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	CGU Workers Compensation 2024 - 2025
Base Premium (includes commission if applicable)	\$ 250.00	\$ 250.00
ESL or FSL* (Government Levies)	\$ 5.75	\$ 5.00
Stamp Duty	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 0.00	\$ 0.00
Broker Fee	\$ 0.00	\$ 0.00
GST* All Items	\$ 25.58	\$ 25.50
Total Insurance Cost (Incl GST)	\$ 281.33	\$ 280.50
Commission (Included in Base Premium)	\$ 12.50	\$ 12.50
Allocation of remuneration		
Strata Manager (ex GST)	\$ 10.94	\$ 11.88
Broker (ex GST)	\$ 1.56	\$ 0.63
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.	
Best Interest Declaration	In preparing this broker advice, Body Corporate Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times. Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd	
Total Insurance Remuneration (ex GST)	\$ 12.50	\$ 12.50

1.1 Insurance Renewal Insurer Alternative 1

Resolved that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 3415 EUCA approve the recommended insurer **Strata Unit Underwriters (6-Month Policy) and CGU Workers Compensation to the total premium of \$8,534.59 including GST.**

Motion CARRIED.

VOTES

FOR : 2

AGAINST: 0

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Defeated that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 3415 EUCA approve the insurer **Insurance Investment Solutions (12-Month Policy) and CGU Workers Compensation to the total premium of \$20,178.65 including GST.**

Motion DEFEATED.

VOTES

FOR : 0

AGAINST: 2

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 3415

Minutes of
Annual General Meeting

To The Owners of Unit Plan No 3415
51 Ainsworth Street, MAWSON, ACT, 2607



Meeting Date:	Thursday 7 March 2024
Time:	05:00 PM
Address:	51 Ainsworth Street, MAWSON, ACT, 2607 https://teams.microsoft.com/L/meetup-join/19%3ameeting_YzZkYmE3OTgtMmY1MSooZmMzLWFLZmMtNDI1M2QzNTc5MTM3%40thread.v2/0?context=%7b%22Tid%22%3a%22e41b01-d42a-4861-b5f6-6b2699170934%22%2c%22Oid%22%3a%22aa973d58-64b2-43ee-bd19-4b4ce9c85e99%22%7d
	Meeting ID: 481 723 575 096 Passcode: 4hMkuD
Present:	C Nolan (Lot 1) E Thuralayil & R Mani (Lot 3) A Haigh (Lot 6) P Groeger (Lot 8) M Vandenbroucke (Lot 9) C Cheong (Lot 10)
Pre-voters:	T Mirlieb & M Cooper (Lot 4) Electronic vote
Chairperson:	P Groeger (Lot 8)
Quorum:	Quorum Reached.

Motions

1. Election of Chair

That the owners corporation elect a member to preside as chairperson at this meeting.

P Groeger (Lot 8)

2. Acceptance of Proxies

The owners corporation considers accepting the received proxies.

No proxies received.

3. Minutes

That the minutes of the last general meeting of the owners corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion **CARRIED.**

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 31/1/24 for the administrative fund, the sinking fund and any other fund held by the owners corporation, be adopted.

Motion **CARRIED.**

5. Financial Audit

That the financial statements be audited.

Motion **CARRIED.**

Note: Cost will be \$1,300.00 for 23/24 FY & 24/25 FY due to the plan exceeding the \$250,000.00 mark with their finances.

6. Insurance Certificate

Amended: That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
o6S8362461	Strata Unit Underwriters	07 Dec 2024	BUILDING	\$5,760,976.00
			PUBLIC LIABILITY	\$10,000,000.00
			LOSS OF RENT	\$864,146.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$1,000,000.00
			CATASTROPHE	\$864,146.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
			FLOATING FLOORS	Insured
			GLASS	Insured
THEFT	Insured			
TOTAL PREMIUM: \$8,752.30				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/22-2231	CGU Insurance	07 Dec 2024	WORKERS COMPENSATION	As per the Act
TOTAL PREMIUM: \$282.15				

Excess Refer to policy.

Note: Items amended to reflect the current building insurance. Attached copy of the 'Certificate of Currency'

7. Insurance - Valuation

Amended: That the Owners Corporation for 3415 resolves to carry out a building valuation for insurance purposes, noting the previous valuation from QIA was prepared on 2/2/24, and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

Motion **CARRIED.**

Note: The EC will look at the Insurance Valuation for the complex three months prior to the Insurance renewal. This is to insurance that the insurance renewal is in line with the report.

8. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 3415 have no new or outstanding Insurance Claims.

Note: The Owners corporation will be looking into placing a claim in after all roof works have been completed. Strata will organise accordingly and submit on the UP3415 behalf.

9. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 3415 have the current outstanding maintenance issues.

1. **CRF Construction**

- Balconies rectification date to be locked in with Start dates by end of March/Mid-April 24.
- Whilst in Canberra, the team will look into the Communal Garage water ingress happening.

2. **Roof works**

- R&B solutions have fixed roof items. Report attached.
- R&B will be re attending to look at guttering items near Lot 9
- Annual Gutter Cleaning has been completed.
- Strata is obtaining quotes for gutter guard.

3. **OC has terminated Andrews Lawnmowing and Gardening and instate Strata Force – Ben Mutton**

- Strata Force scope of works
- Mowing front part of complex, Weeding/spraying, Leaf blowing the common property including the communal carpark, trimming of trees & hedges when needed. Attendance twice a month for \$160.00 plus GST. Strata force will take on more an caretaking role.

4. **Painting external and Retitling.**

- The OC has decided to look at external painting for the complex. The EC will compile items together from owner input regarding colours and styles.
- Titling/Waterproofing to be redone at the back unit above the communal garage once the team determines the water ingression.

5. **Air conditioning outdoor unit.**

- Strata will talk to Lot 9 directly, regarding relocation or approvals.

10. Administrative Fund Expenditure Budget

Amended: That the proposed Administrative Fund Expenditure Budget of \$34,183.33 be accepted.

Motion **CARRIED.**

Note: Amended to reflect the audit needed for the complex. Amended from \$32,883.33 to \$34,183.33

11. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$74,798.00 be accepted.

Motion **CARRIED.**

12. Levy Contributions

That the Owners Corporation for Units Plan 3415 determines an Administrative Fund Contribution of \$35,000.00 and a Sinking Fund Contribution of \$8,754.00

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
	1/04/2024	30/06/2024	1/04/2024	\$8,750.00	\$2,188.50
	1/07/2024	30/09/2024	1/07/2024	\$8,750.00	\$2,188.50
	1/10/2024	31/12/2024	1/10/2024	\$8,750.00	\$2,188.50
	1/01/2025	31/03/2025	1/01/2025	\$8,750.00	\$2,188.50
Total	1/04/2024	31/03/2025		\$35,000.00	\$8,754.00

Motion **CARRIED.**

13. Payment Plan for Levy Arrears

That the Owners – Units Plan 3415 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion **CARRIED.**

14. Debt Collection

That the Owners Corporations for Units Plan 3415 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 3415.
- To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings.

Motion **CARRIED.**

15. Election of Executive Committee

That the Owners Corporation of Units Plan 3415 resolves to elect the executive committee as follows:

- a) the chairperson is to announce the names of candidates nominated in writing and eligible for election to the executive committee.
- b) the chairperson is to call for any oral nominations of candidates eligible for election to the executive committee; and
- c) the owner's corporation to determine the number of executive committee members and elect the members.

- C Nolan (Lot 1)
- T Mirlieb (Lot 4)
- O Demianenko (Lot 5)
- P Groeger (Lot 8)
- C Cheong (Lot 10)

Motion **CARRIED.**

16. General Business

Consideration of other business with the complex. Attached 'who is responsible' document to refer to the following items.

Reminder to all owners that Tree in their lot entitlements is the responsibility of the owners and not the owner corporation of Unit Plan 3415.

Courtyard	Tree trimming/removal	Owner
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Seal around window seals are deemed owner responsibility

22	<p>Windows B Class Unit owner responsibility</p> <p>A Class</p> <ul style="list-style-type: none"> • If a window forms part of the common property (ie boundary of the unit) then repair and maintenance – 50/50 unit owner and owners corporation (unless owners corporation resolves otherwise) • If window does not form boundary of unit then – unit owner (ie window treatments are inside the boundary of the unit – unit owner responsibility) (ie. window treatments on common property windows (ie entrance foyer, gym, library – owners corporation) • All windows require replacement or double glazing - owners corporation responsibility or may resolve 50/50 unit owners/owners corporation (if boundary of unit) Refer to #20. • Architraves – inside the unit boundary – unit owner - external to the unit on common property wall/entrance foyer/garage/ Communal laundry/cabana/gym/sauna/spa/pool room – owners corporation • Fly screens/security screens - unit owner responsible. (unless owners corporation resolves otherwise) • Locks – unit owner (unless owners corporation resolves otherwise) • Sash cord replacement – unit owner as it is inside the unit boundary and not located on common property •
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There being no further business the meeting closed at 6.06pm.

**Bright & Duggan Pty Ltd
 Managing Agents for Unit Plan No 3415.**



Units Plan No. 3415

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/23-31/01/24	BUDGET 01/02/23-31/01/24	BUDGET 01/02/24-31/01/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	34,250.00	28,000.00	35,000.00
Interest On Overdue Levies	(22.73)	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	34,227.27	28,000.00	35,000.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	60.25	0.00	0.00
Cleaning - Gutters/Roof	0.00	0.00	1,500.00
Electricity	495.35	500.00	550.00
Gardening	2,716.63	2,500.00	3,500.00
Insurance - Premium	10,699.79	9,300.00	11,500.00
Insurance - Workers Comp	281.33	282.15	281.33
Legal Expenses	0.00	1.00	1.00
Access Device	(87.00)	0.00	0.00
R & M - Building	426.25	4,000.00	4,000.00
R & M - Electrical	0.00	500.00	500.00
R & M - Garage Doors	660.00	3,000.00	1,000.00
R & M - General	0.00	900.00	1,000.00
R & M - Plumbing	0.00	1,500.00	500.00
Sinking Fund Report	336.00	0.00	0.00
Pest Control	260.00	300.00	1.00
Strata Management	4,548.79	4,434.00	4,600.00
Strata Manager Consultancy	249.00	500.00	250.00
Sundry Expense	84.30	0.00	0.00
Tax - Return Lodgement	560.00	500.00	1,300.00
Water Usage	2,028.76	2,793.00	2,200.00
Payg Installment Tax	(1,224.00)	0.00	900.00
<u>TOTAL ADMIN. EXPENDITURE</u>	22,095.45	31,010.15	33,583.33
<u>SURPLUS / DEFICIT</u>	\$ 12,131.82	\$ (3,010.15)	\$ 1,416.67
Opening Admin. Balance	16,481.73	16,481.73	28,613.55
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 28,613.55	\$ 13,471.58	\$ 30,030.22
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 28.00000	\$ 35.00000

Units Plan No. 3415

PROPOSED ANNUAL BUDGET

	ACTUAL 01/02/23-31/01/24	BUDGET 01/02/23-31/01/24	BUDGET 01/02/24-31/01/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	32,854.96	27,855.00	8,754.00
Interest On Investment	5,343.71	0.00	0.00
Interest On Overdue Levies	12.23	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	38,210.90	27,855.00	8,754.00
<u>EXPENDITURE - SINKING FUND</u>			
Basement	0.00	0.00	1,601.00
Building	0.00	30,527.00	71,754.00
Fire Protection	0.00	0.00	1,273.00
Furniture & Fittings	0.00	0.00	170.00
Plumbing	473.00	1,188.00	0.00
Roof	17,131.00	0.00	0.00
Tax Liability	291.00	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	17,895.00	31,715.00	74,798.00
<u>SURPLUS / DEFICIT</u>	\$ 20,315.90	\$ (3,860.00)	\$ (66,044.00)
Opening Sinking Fund Balance	187,090.58	187,090.58	207,406.48
<u>SINKING FUND BALANCE</u>	\$ 207,406.48	\$ 183,230.58	\$ 141,362.48
NUMBER OF UNITS OF ENTITLEMENT:		1,000	1,000
AMOUNT PER UNIT OF ENTITLEMENT:		\$ 27.85500	\$ 8.75400

Units Plan No. 3415

LOT BUDGET SUMMARY

31/01/2025

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	101	883.75	0.00	883.75	221.04	0.00	221.04	1,104.79
2	2	101	883.75	0.00	883.75	221.04	0.00	221.04	1,104.79
3	3	101	883.75	0.00	883.75	221.04	0.00	221.04	1,104.79
4	4	101	883.75	0.00	883.75	221.04	0.00	221.04	1,104.79
5	5	101	883.75	0.00	883.75	221.04	0.00	221.04	1,104.79
6	6	97	848.75	0.00	848.75	212.28	0.00	212.28	1,061.03
7	7	97	848.75	0.00	848.75	212.28	0.00	212.28	1,061.03
8	8	97	848.75	0.00	848.75	212.28	0.00	212.28	1,061.03
9	9	97	848.75	0.00	848.75	212.28	0.00	212.28	1,061.03
10	10	107	936.25	0.00	936.25	234.17	0.00	234.17	1,170.42
Total			\$8,750.00	\$0.00	\$8,750.00	\$2,188.49	\$0.00	\$2,188.49	\$10,938.49

Totals: \$8,750.00 \$0.00 \$8,750.00 \$2,188.49 \$0.00 \$2,188.49 \$10,938.49

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 12/12/2023

Reference No: DOC0000489894

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 3415

Type of Insurance: Residential Strata

Policy Number: 06S8362461

Period of Insurance: From 4:00PM 07/12/2023
To 4:00PM 07/12/2024

OVERVIEW

Insured:	Unit Plan 3415
Situation:	51 AINSWORTH STREET, MAWSON ACT 2607
Section 1:	Building including common contents \$5,760,976
	Loss of Rent/Temporary Accommodation (15%) \$864,146
	Catastrophe or Emergency (15%) \$864,146
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Not included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 10,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown Not Insured
Section 12:	Lot Owners Improvements (Per Lot) \$250,000
Section 13:	Workers Compensation Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S8362461

Insured: Unit Plan 3415

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

CERTIFICATE OF CURRENCY



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.



Contact: Amanda Hawke
Direct Line: 02 62404770
Your Ref:

**CGU Workers Compensation
ACT Corporate Business**
Level 1, 24 Brisbane Avenue

Date: 18 January 2024

Barton ACT 2600
GPO Box 2978 Canberra ACT 2601
Telephone: (02) 6240 4770
Email: ACTUnderwritingWC@cgu.com.au

Collective Insurance Brokers
Suite 602
447 Kent Street
Sydney NSW 2000

EMPLOYERS' INDEMNITY INSURANCE

CERTIFICATE OF CURRENCY

This is to certify that our company provides ACT Workers' Compensation cover for:

Insured : Unit Plan 3415
:
Policy Number : O/22-2231
Period of Insurance : 7/12/2023 to 7/12/2024
Description : Residential Property Operators
Estimated Wages : \$1 **Employees :** 1

Yours faithfully,

Underwriting Team
CGU Workers Compensation

EILAU30

WHO'S RESPONSIBLE

A GUIDE TO COMMON PROPERTY

INTRODUCTION

Definition of Common Property under Unit Titles Act 2001

Common Property is identified on the Units Plan and is that area outside the boundary of the unit.

Definitions of A and B Class under Unit Titles Act 2001

The boundary of an A Class unit is midway between the walls, floors and ceilings.

The boundary of a B class unit has boundaries unlimited by height unless there is an encroachment above or below ground level by another part of the parcel.

(This means that the B class unit is a piece of land identified in the Units Plan upon which buildings (townhouse/garage/carports) have been erected.)

The boundary of a unit subsidiary lies along the centre of the wall. Everything outside that central line is common property.

Responsibility for Repair and Maintenance

Owners corporation is responsible for repair and maintenance of common property.

Owners corporation is also responsible for repair and maintenance of load bearing structures and balconies in A class developments.

Unit owners are responsible for repair and maintenance of their unit

How to Use this Publication

The tables on the following pages provide a general list of who is responsible – the Owner (O) or owners corporation (OC) for repairs and maintenance.

It also gives assistance in regard to what is considered to be an insurable event. It should be noted of course, that an insurable event is determined by the insurance policy held by the owners corporation.

Additional information on each item can be found in Appendices 1 and 2.

Type	Item	Responsibility A class	Responsibility B class	Additional Information	
Balcony	Door flyscreens/Security door	Owner	Owner	20	2
Balcony	Door, window & wall	O/OC	Owner	20	2
Balcony	Painting of Balcony Ceiling	Owner	Owner	21	2
Balcony	Railings	O/OC	Owner	20	2
Balcony	Awnings	Owner	Owner	39	2
Balcony	Water pooling not draining away	OC	Owner	20/30	2 and 6
Balcony	Shade sails	Owner/OC	Owner	39	2 and 1
Balcony	Satellite Dishes	Owner	Owner	2	2 or 7
Balcony	TV Aerial	Owner	Owner	2	2 or 7
Balcony	Signs	Owner	Owner	43	2 and 3
Balcony	Tiles	Owner	Owner	29	2
Balcony	Water leaking through wall	O/OC	Owner	20	2 and 5
Bathroom	Bathroom Cabinet and/or mirror	Owner	Owner	32	2
Bathroom	Blocked floor drain	Owner	Owner	1 and 35	4 and 6
Bathroom	Burst pipe general	Owner	Owner	8	4, 5, 6
Bathroom	Cracked bath/handbasin	Owner	Owner	32	2
Bathroom	Dripping "S" bend under sink	Owner	Owner	1	4
Bathroom	Ducting covering stack	Owner	Owner	1	4
Bathroom	Exhaust fans	Owner	Owner	6	2
Bathroom	hot water service - exclusive to a lot	Owner	Owner	31	2
Bathroom	Leaking pipes under sink	Owner	Owner	1	4, 5, 6
Bathroom	Main stop cock to unit	Owner	Owner	1	4
Bathroom	Plug and waste in bath	Owner	Owner	9	4, 6
Bathroom	Shower Screen repairs	Owner	Owner	32	2
Bathroom	Toilet bowl	Owner	Owner	32	2
Bathroom	Toilet Cistern	Owner	Owner	32	2
Bathroom	Underfloor Heating	Owner	Owner	26	2
Bathroom	Water leaking from bath	Owner	Owner	12	4, 5, 6
Bathroom	Water leaking from shower	owner	owner	12 and 30	4, 5, 6
Bathroom	water leaking from shower taps	Owner	Owner	32	4
Bathroom	Water leaking through tiles	Owner	Owner	11 and 30	4, 5, 6
Ceilings/Roof	Ceiling cornices	Owner	Owner	28	1
Ceilings/Roof	Exhaust fans	Owner	Owner	6	2
Ceilings/Roof	False ceilings	Owner	Owner	24	1
Ceilings/Roof	Membranes	Owner	Owner	30	4, 5, 6
Ceilings/Roof	Plastered Ceilings	Owner	Owner	13, 24	1
Ceilings/Roof	Insulation	Owner/OC	Owner	24	2

Ceilings/Roof	Guttering on townhouse	Owner	Owner	44 and 24	2
Ceilings/Roof	Satellite Dishes	Owner/OC	Owner/OC	2	2
Ceilings/Roof	Solar collectors for HWS, Power or Pools	Owner/OC	Owner/OC	45	2 or 7
Ceilings/Roof	Ridge capping repair joined townhouses	OC	Owner	44	2
Ceilings/Roof	Lead flashing repair roof	OC	Owner	44	2
Ceilings/Roof	Guttering on building	OC	Owner	44	2
Ceilings/Roof	TV aerial	Owner/OC	Owner	2	2 or 7
Ceilings/Roof	Vermiculite Ceilings	Owner	Owner	24	1
Courtyard	Fencing/courtyard walls	Owner/OC	Owner/OC	16	1 or 3
Courtyard	Pavers	Owner	Owner	18	3
Courtyard	Rainwater /grey water reuse systems	Owner/OC	Owner/OC	42	3 or 7
Courtyard	Tree trimming/removal	Owner	Owner	18	4, 3 or 5
Courtyard	Planter boxes	Owner/OC	Owner/OC	36/18	3, 4, 5 or 7
Courtyard	Satellite Dishes	Owner	Owner	2	2 or 7
Courtyard	Solar collectors for HWS, Power or Pools	Owner	Owner	45	2 or 7
Courtyard	Shade sails	Owner	Owner	39	2 or 7
Courtyard	Deck, pergola or steps	Owner	Owner	18	2
Electrical	Airconditioning systems - fixed	Owner/OC	Owner	7	2
Electrical	Airconditioning systems - portable	Owner	Owner	7	7
Electrical	Electric Garage Door Opener	Owner	Owner	15	1 and 4
Electrical	Exhaust fans	Owner/OC	Owner	6	2
Electrical	fuses	Owner/OC	Owner/OC	4	2
Electrical	Meters for Services	Owner/OC	Owner/OC	4	2
Electrical	hot water service - exclusive to a lot	Owner	Owner	31	2 and 5
Electrical	hot water services -communal	OC	N/A	31	2 and 5
Electrical	Insinkerators	Owner	Owner	32	2
Electrical	Intercom handset	Owner/OC	Owner/OC	33	2
Electrical	Intercom wiring	Owner/OC	Owner/OC	1	2
Electrical	Door buzzer	Owner/OC	Owner	33	2
Electrical	light and power wiring	Owner/OC	Owner/OC	1	2
Electrical	light fittings	Owner/OC	Owner/OC	5	7
Electrical	Light switches	Owner/OC	Owner/OC	1	2
Electrical	Power point socket	Owner/OC	Owner/OC	1	2
Electrical	Smoke detectors	Owner/OC	Owner/OC	3	2
Electrical	Underfloor Heating	Owner/OC	Owner	26	2
Electrical	Stoves	Owner	Owner	32	2
Electrical	Telephone (additional wiring required)	Owner/OC	Owner/OC	2	2
Electrical	Telephone sockets	Owner	Owner	2	2
Electrical	Telephone wiring broken	Owner/OC	Owner/OC	2	2
Electrical	Neon Signs	Owner/OC	Owner/OC	43	2 and 3
Electrical	TV (Foxtel wiring required)	Owner/OC	Owner	2	2

Electrical	TV aerial	Owner/OC	Owner	2	2 or 7
Electrical	Satellite Dishes	Owner/OC	Owner/OC	2	2 or 7
Electrical	TV cabling	Owner/OC	Owner	1	2
Electrical	TV socket	Owner	Owner	1	2
Entrance Door	Door locks	Owner	Owner	19	2
Entrance Door	Entrance door automatic closer	OC	Owner/OC	34	2
Entrance Door	Entrance door to lot	Owner/OC	Owner	23	2
Entrance Door	Intercom handset	Owner/OC	Owner/OC	33	2
Entrance Door	Door buzzer	Owner/OC	Owner/OC	33	2
Entrance Door	Keys, Security cards etc	Owner/OC	Owner/OC	15/19	4
Entrance Door	Peak hole	Owner	Owner	23	2
Entrance Door	Fire doors	Owner/OC	Owner	23	2
Entrance Door	Security and fly screen doors	Owner/OC	Owner	23	2
Entrance Door	Security door repair	OC	Owner	23	2
Floor	Blocked floor drain	Owner/OC	Owner	35	4
Floor	Floor and wall tiles	Owner/OC	Owner	25/26/29	2
Floor	Floorboards/parquetry/floating floor	Owner/OC	Owner	26	2
Floor	Cracked concrete floor	Owner/OC	Owner/OC	20/26	2
Floor	Internal Carpet	Owner/OC	Owner	26	7
Floor	Lino/vinyl/cork tiles	Owner/OC	Owner	26	2
Floor	Skirting boards and architraves	Owner/OC	Owner	22/23/26	2
Floor	Mezzanines within lots	Owner	Owner	26	2
Floor	Underfloor Heating	Owner/OC	Owner	26	2
Floor	Magnasite Floor Base	Owner/OC	Owner	26	2
Floor	Pavers	Owner/OC	Owner	18	3
Garden	Retaining walls	Owner/OC	Owner/OC	36/18	3
Garden	Pavers	Owner/OC	Owner/OC	18, 36	3
Garden	Irrigation system	Owner/OC	Owner/OC	1, 2	3
Garden	Pathways	Owner/OC	Owner/OC	36/18	3
Garden	Planter boxes	Owner/OC	Owner/OC	36/18	3
Garden	Swimming pool	Owner/OC	Owner/OC	38	3
Garden	On site detention Systems	OC	Owner/OC	42	3
Garden	Rainwater /grey water reuse systems	Owner/OC	Owner/OC	42	3 or 7
Garden	Pond/Water feature	Owner/OC	Owner/OC	38	3
Garden	Annual check on backflow device	OC	Owner/OC	38	4
Garden	Solar collectors for HWS, Power or Pools	Owner/OC	Owner/OC	45	2 or 7
Garden	Signs	Owner/OC	Owner/OC	43	2 and 3
Garden	Shade sails	Owner/OC	Owner/OC	39	2
Garden	Plants/Trees	Owner/OC	Owner/OC	36/18	3
Garden	Fences	Owner/OC	Owner/OC	16	3
General	Built-in wardrobes/cupboards	Owner	Owner	32	1

General	Cracks in Walls	Owner/OC	Owner	23	4
General	Damage to common property by tenant	Owner	Owner	27	1
General	Ducting covering stack	Owner	Owner	1,8,35	4
General	Stairs in unit	Owner	Owner	32	2
General	Shutters/Screening	Owner/OC	Owner	39	2
General	Internal Doors	Owner	Owner	23	2
General	Keys, Security cards etc	Owner	Owner	15,19	4
General	Lifts with exclusive or restricted use	OC	N/A	41	2
General	Tree trimming/removal	Owner/OC	Owner/OC	18, 36	4
General	Columns within unit	Owner/OC	Owner	23	2
General	Window Treatments	Owner/OC	Owner	22	7
General	Planter boxes in foyer	Owner/OC	Owner/OC	11/36/18	3
General	Driveways	Owner/OC	Owner/OC	40	3
General	Signs	Owner/OC	Owner/OC	43	2 and 3
General	Retaining walls	Owner/OC	Owner/OC	36/18	3
General	Turntables	OC	OC	40	3
General	Conduit	Owner/OC	Owner/OC	1	2
General	Shade sails	Owner/OC	Owner/OC	39	2
General	Fencing/courtyard walls	Owner/OC	Owner/OC	16	1 or 3
General	Burst pipe general	Owner/OC	Owner/OC	1 and 8	5 and 6
General	Letter Boxes	Owner/OC	Owner/OC	37	2
Kitchen	Burst pipe general	Owner	Owner	1 and 8	5 and 6
Kitchen	Dishwasher	Owner	Owner	32	2
Kitchen	Dripping "S" bend under sink	Owner	Owner	1 and 8	5
Kitchen	Ducting covering stack	Owner	Owner	1,8,35	4
Kitchen	Exhaust fans	Owner	Owner	6	2
Kitchen	Floor and wall tiles	Owner	Owner	25 and 11	2
Kitchen	Hot water service exclusive to unit	Owner	Owner	31	2 and 5
Kitchen	Insinkerator	Owner	Owner	32	2
Kitchen	Kitchen cupboards	Owner	Owner	32	2
Kitchen	Leaking pipes under sink	Owner	Owner	1 and 8	5 and 6
Kitchen	Lino/vinyl/cork tiles	Owner	Owner	26	2
Kitchen	Linoleum	Owner	Owner	26	7
Kitchen	Underfloor Heating	Owner	Owner	26	2
Kitchen	Main stop cock to unit	Owner	Owner	1	4
Kitchen	Stoves	Owner	Owner	32	2
Parking	Carports	Owner	Owner	14	1
Parking	Door controller button	Owner/OC	Owner/OC	15	4
Parking	Door hinge mechanism	OC	Owner/OC	14	2
Parking	Electric Garage Door Opener	Owner/OC	Owner/OC	15	4
Parking	Garage door lock	Owner/OC	Owner/OC	14	2

Parking	Garage Doors	Owner/OC	Owner/OC	14	2
Parking	Garage Door auto opening mechanism	Owner/OC	Owner/OC	15	2
Parking	Garage Door auto remotes	Owner	Owner	15	4 or 7
Parking	Cable Gates/boom gate	OC	OC	14 and 15	2
Parking	light fittings	OC	Owner/OC	5	2
Parking	Line marking	OC	OC	14	4
Parking	Turntables	OC	OC	40	3
Parking	Leaking suspended slab	OC	OC	36 and 17	2
Parking	Signs	Owner/OC	Owner/OC	43	2 and 3
Parking	Mesh between garages	Owner	Owner	14 and 16	2
Parking	Blocked floor drain	OC	Owner/OC	35	4
Parking	Water ingress into garage	OC	Owner/OC	17 and 8	4
Plumbing	Blocked floor drain	Owner	Owner	35	4, 5 and 6
Plumbing	Blocked sewer	Owner/OC	Owner/OC	35	4, 5 and 6
Plumbing	Blocked stormwater	Owner/OC	Owner/OC	35	4, 5 and 6
Plumbing	Burst pipe general	Owner/OC	Owner/OC	8 and 35	4, 5 and 6
Plumbing	Damage to unit after water leak	Owner	Owner	11 and 13	1, 5 and 6
Plumbing	Dampness in a unit	Owner	Owner	10 and 11	1
Plumbing	Dripping "S" bend under sink	Owner	Owner	1 and 8	4 and 5
Plumbing	Leaking pipes under sink	Owner	Owner	1 and 8	5 and 6
Plumbing	Stop cock to unit	Owner	Owner	1	4
Plumbing	Main stop cock to development	OC	OC	1	4
Plumbing	Plug and waste in bath	Owner	Owner	9	4
Plumbing	Water hammer	Owner/OC	Owner/OC	1	4
Plumbing	Grease traps blocked	Owner	Owner	35	4
Plumbing	Back flow prevention device	Owner/OC	Owner/OC	38	3
Plumbing	Rising damp bottom of unit	Owner/OC	Owner	10 and 23	1
Plumbing	Toilet bowl	Owner	Owner	32	2
Plumbing	Toilet Cistern	Owner	Owner	32	2
Plumbing	Burst Hot water service	Owner/OC	Owner	31	2 and 5
Plumbing	Water ingress into garage	Owner/OC	Owner/OC	8, 17, 30	4 and 6
Plumbing	On site detention Systems	OC	Owner/OC	42	3
Plumbing	Rain water/grey water reuse systems	Owner/OC	Owner/OC	42	3
Plumbing	Water leaking from bath	Owner	Owner	11 and 12	4, 5 and 6
Plumbing	Water leaking from shower	Owner	Owner	11, 12 and 30	4, 5 and 6
Plumbing	Water leaking from shower taps	Owner	Owner	1	4
Plumbing	Water leaking through tiles	Owner	Owner	25, 29 and 30	4, 5 and 6
Windows	Cleaning outside	Owner/OC	Owner/OC	22	1
Windows	Flyscreens/security screens	Owner	Owner	22	2
Windows	Locks	Owner	Owner	22	2
Windows	Repairs	Owner/OC	Owner	22	2

Windows	Sash cord replacement	Owner	Owner	22	2
Windows	Window Treatments	Owner/OC	Owner	22	7
Windows	Signs	Owner	Owner	43	2 and 3
Windows	Awnings/Shutters	Owner/OC	Owner	39	2
Windows	Seal to window	Owner/OC	Owner/OC	22	2
Windows	Privacy or Sun Screen/louvres	Owner	Owner	39	2

APPENDIX 1

ADDITIONAL INFORMATION

1	<p>Any pipe, cable, ducting , taps/conduit. Light switches</p> <p>A and B Class</p> <ul style="list-style-type: none"> • Any pipe, cable, ducting or the like that is for the exclusive use of the unit, (ie branch line if it only benefits the unit or a few units) then if it breaks or requires some form of repair – Unit Owners responsibility • Any pipe, cable, ducting or the like that is on the main or common line that services all units, then if it breaks or requires some form of repair – owners corporation responsibility • Stop cock to a unit – unit owner responsibility • Mains Stop cock to development – owners corporation responsibility • Taps inside the unit boundary – unit owner responsibility • Taps on common property – owners corporation responsibility • Light switches inside the unit – unit owner • Light switches on common property (ie stairwells, foyer, communal garages) - owners corporation • Power point inside the unit – unit owner • Power point on common property – owners corporation • Water hammer – can instal water hammer washes to their taps inside the unit – unit owner responsibility <ul style="list-style-type: none"> - Can instal inhibitor valve to their pipes in their unit - unit owner responsibility. - Can instal inhibitor valve to the mains stop cock for the owners corporation – owners corporation responsibility.
2	<p>Telephone/Foxtel/TV Aerials/Satellite dishes</p> <p>B Class</p> <p>Telephone cable to unit only – unit owner responsibility</p> <p>Telephone cable servicing all units – owners corporation</p> <p>Foxtel/TV Aerials – unit owner responsibility</p> <p>Foxtel/TV aerials installed on roof of joined townhouses and services all units – owners corporation</p> <p>Satellite dishes – unit owner responsibility</p> <p>A Class</p> <ul style="list-style-type: none"> • If telephone or foxtel wiring is for the benefit of the unit only, and not installed by the owners corporation - owners are responsible to instal/repair • If telephone/foxtel wiring is for the benefit of all owners and/or installed by the owners corporation - owners corporation responsible. • TV aerial installed into roof cavity by unit owner – unit owner responsibility • TV aerial installed on roof – communal for all units – owners corporation

	<ul style="list-style-type: none"> • TV aerial installed on balcony by unit owner – unit owner responsibility • Communal Satellite dish installed on roof to service all units – owners corporation <p>Satellite dish installed within unit boundary (ie courtyard, garden, balcony, roof space) – unit owner responsibility (subject to corporation consent)</p>
3	<p>Smoke Detectors</p> <p>A and B Class</p> <ul style="list-style-type: none"> • If the smoke detectors are stand alone, installed in a unit – owners responsibility • If the smoke detectors are on common property and/or not connected to a fire board in the building - Owners Corporation responsibility
4	<p>Fuses</p> <p>B Class</p> <ul style="list-style-type: none"> • If the fuse board is within the unit boundary – owners responsibility • Meter box could be located on a townhouse built within a unit boundary but services irrigation system – owners corporation responsibility <p>A Class</p> <ul style="list-style-type: none"> • If the fuse board is within the unit boundary (ie services only that unit) - owners responsibility. • If the fuse board is in the common property meter room - owners corporations responsibility. • Meter box could be located on a townhouse built within a unit boundary but services irrigation system – owners corporation responsibility <p>NOTE: Because the meter room is common property, cannot prevent owners gaining access to it. However, not required to give them a key. If owner obtains a key, they should be informed that if they gain access and electrocute themselves, owners corporation could be held responsible. If damage occurs to the meters, then the owner is responsible for the repair. They can get a key from ACTEWAGL.</p>
5	<p>Light Fittings</p> <p>A and B Class</p> <ul style="list-style-type: none"> • Light fittings inside a unit - responsibility of the owner • Light fittings on common property - responsibility of owners corporation • Light fittings on common property but connected to the meter of a unit - responsibility is owners corporation. • Light fittings installed on roof of basement garage, but comes within unit subsidiary - responsibility of owners corporation, as it lights entire area.
6	<p>Exhaust Fans</p> <p>B class</p> <p>If exhaust fans are installed inside the unit - Owners responsibility.</p> <p>A Class</p> <ul style="list-style-type: none"> • If exhaust fans are installed inside the unit – owners responsibility • If exhaust fans are installed on common property – ie plant room, basement garage, cabana room, sauna room, internal pool room - responsibility of the Owners Corporation

7	<p>Airconditioners</p> <p>B Class</p> <p>Individual airconditioners (i.e. split system internal unit inside the unit and external compressor on balcony or grounds of unit) – owners responsibility</p> <p>Portable airconditioners – unit owner</p> <p>A Class</p> <ul style="list-style-type: none"> • Individual airconditioners (i.e. split system internal unit inside the unit and external compressor on balcony or common property wall, common property basement carparking area) – unit owner responsibility unless resolved otherwise by article/owners corporation • Communal airconditioning systems/plant/cooling towers – owners corporation responsibility • Portable airconditioners – unit owner
8	<p>Burst Pipes</p> <p>B Class</p> <ul style="list-style-type: none"> • Burst pipes on branch line which only benefits one or a few units – responsibility of the owners, regardless of its location (could be located on common property) • Burst pipes on mainline which benefits all units – responsibility of the Owners Corporation regardless of its location (could run through portion of the boundary of a unit) <p>A Class</p> <ul style="list-style-type: none"> • Burst pipes on branch line which only benefits one or a few units - responsibility of the Owners regardless of its location. (ie. could be located in the slab in an A class unit) • Burst pipes on main line which benefits all units – responsibility of the Owners Corporation regardless of its location. (ie. could run through the wall cavity to all floors in A class)
9	<p>Plug and waste in bath is always within the unit – owners responsibility</p>

10	<p>Dampness/Condensation</p> <p>If dampness/condensation (e.g. mould) is occurring in a unit, it must be first determined where the water is coming from. If the dampness is coming from condensation from the inside, then it is the owner's responsibility. Common causes of this is:</p> <ul style="list-style-type: none"> • kitchen cooking • use of clothes dryer • sleeping in bedroom without opening window (The average person expels 400ml of water each night while sleeping) <p>In this case mould is normally more virulent in the colder months and would normally occur on a southern wall or on flat concrete roof. Also the mould would occur on the surface of the paint with no paint lifting.</p> <p>If it was coming from outside, then the paint would lift with white powder under the paint. Common causes of this:</p> <ul style="list-style-type: none"> • damp course is covered by landscaping/mulch • problems with the window seals • leakage from water penetration windows, roof leaks, skylight • leakage from bathroom/kitchen/laundry in unit above • overflow relief valve <p>B class – owner responsibility A class – problems emanating from common property – owners corporation responsibility. A class – problems emanating from another unit – unit owner responsibility (the unit causing the problem) A class – overflow relief valve/internal problems identified above – owner responsibility</p> <p>Resultant damage may be an insurable event and claimable under owners corporation insurance policy.</p>
11	<p>Water leakage</p> <p>A and B class</p> <p>Tiles on the floor or walls inside the unit are the unit owners responsibility. Includes tiles on the shower base.</p> <ul style="list-style-type: none"> • If water is leaking into a unit from another unit or common property, responsibility for internal repair rests with unit owner. The resultant repair could be the subject of an insurance claim – ie. water damage. • If the tiles of a floor/wall need to be lifted to repair pipes, then the lifting and replacement of the tiles may be claimed under search and find under owners corporation insurance policy. <p>The wet seal/water proof membrane in the bathroom (floor, shower recess, under the bath) is within the boundary of the unit and therefore the owners responsibility. If water leaks into the unit below, the owner with the cause of the leak is responsible to repair and maintain. (ie replace wet seal or water proof membrane)</p> <ul style="list-style-type: none"> • Planter boxes – inside unit boundary – unit owner • Planter boxes – common property (ie gardens, courtyards, foyer, entrance) –

	owners corporation
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12	<p>Water proofing</p> <p>A and B Class</p> <ul style="list-style-type: none"> • The seal/grouting around the top of the bath is the owners responsibility to maintain. • The plug and waste under the bath is within the unit area and therefore is the owners responsibility to maintain if water is leaking under the bath into the unit below. • The wet seal in the bathroom floor, under the bath, is within the boundary of the unit and therefore the owners responsibility. <p>If water leaks into the unit below, the owner with the cause of the leak is responsible to repair and maintain. (ie replace wet seal or water proof membrane)</p>
13	<p>Owners Corporation causes damage during maintenance work</p> <p>If damage is caused to a unit owner’s property while the owners corporation is effecting a repair, the owners corporation is responsible to fix the damaged property. However, if the cause of the damage to the unit paintwork or plastered ceiling was not made when the owners corporation was fixing the problem; instead it was caused by the problem itself, then the owners corporation is not responsible to make good the owner’s property unless the owners corporation can be deemed to be negligent. E.g.:</p> <ol style="list-style-type: none"> 1. A burst occurs to a common pipe in a wall and the owners corporation has to knock a hole in the wall to fix it. The owners corporation is responsible to fix the hole and repaint the wall afterwards. 2. A burst occurs to a common pipe in a concrete slab. The owners corporation repairs the leak, but water stained the ceiling paintwork of the unit below. The owners corporation is not responsible to repaint the ceiling because it was not the fixing of the repair that caused the damage. 3. Owners corporation had to remove a possum from the roof cavity of an A class development. As a result, damage occurred to the ceiling of the top unit. Owners corporation is responsible to repair the damage to the plaster and repaint the ceiling. 4. B class – owners corporation repairing common property driveway, damage occurs to cladding/paintwork external to the unit – owners corporation responsible to repair the cladding and repaint 5. B class – cladding was damaged as owner arranged for repair of guttering – owner responsible

14	<p>Garages</p> <p>B class development,</p> <ul style="list-style-type: none"> • always owner responsibility unless the garages or carports are common property. • If common property and licence between owners corporation and unit owner is in place, then subject to terms of licence, unit owner responsible. • Basement carpark then common property - garage doors to underground carparking area, owners corporation is responsible. • Includes hinge mechanisms, locks, automatic opening and closing, access card mechanisms. • Cable gates/boom gates – owners corporation responsibility • Line marking in parking areas – owners corporation responsibility • Line marking in underground garage to divide individual unit subsidiaries – owners corporation responsibility • Numbering of individual carparking spaces – owners corporation responsibility • Mesh between parking spaces – owners responsibility unless resolved otherwise <p>A class development,</p> <ul style="list-style-type: none"> • garage doors to underground carparking area, owners corporation is responsible. Includes hinge mechanisms, locks, automatic opening and closing, access card mechanisms. • If individual garages in A class development, door forms the common property (ie midway from the middle of the door to the external part of the door) is owners corporation responsibility • Carports in A class development – owners corporation responsibility, unless special privilege granted to unit owner. • Cable gates/boom gates – owners corporation responsibility • Line marking in parking areas – owners corporation responsibility • Line marking in underground garage to divide individual unit subsidiaries – owners corporation responsibility • Numbering of individual carparking spaces – owners corporation responsibility • Mesh between parking spaces – owners responsibility unless resolved otherwise
15	<p>Garage doors - mechanisms/remotes</p> <p>B class</p> <p>Mechanisms/remotes to garage doors – unit owner responsibility Individual cable gate/boom gate opener (remote, key card) – unit owner responsibility Underground garage (within unit boundary) – mechanisms/remotes – unit owner responsibility Common property underground garage – mechanisms – owners corporation Common property underground garage – remotes – unit owner</p> <p>A class –</p> <ul style="list-style-type: none"> • owners corporation responsible for common property mechanism. • The individual electric garage door opener (remote, key card) - unit owner responsibility.

	<ul style="list-style-type: none"> Individual cable gate/boom gate opener (remote, key card) – unit owner responsibility
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16	<p>Fences are taken to be built on the boundary.</p> <p>B class –</p> <ul style="list-style-type: none"> Divides two units – 50/50 between each owner Divides a unit and common property – 50/50 unit owner and owners corporation, unless owners corporation resolves otherwise Divides a unit and Territory land – unit owner responsibility Divides a unit and another property – 50/50 unit owner and adjoining property owner Divides common property and another property – 50/50 owners corporation and adjoining property owner <p>Generally, Owners Corporations agree unit owner will be responsible for fencing.</p> <p>A class –</p> <ul style="list-style-type: none"> Divides two units (ie courtyard wall/fence) – 50/50 between each owner Divides a unit and common property (ie courtyard wall/fence) – 50/50 unit owner and owners corporation (boundary midway through wall) Divides a unit and Territory land - 50/50 unit owner and owners corporation (boundary midway through wall) Divides a unit and another property – 50/50 unit owner and adjoining property owner Divides common property and another property – 50/50 owners corporation and adjoining property owner. <p>In an A class all of the above apply, unless the owners corporation has resolved otherwise. If the Units Plan has identified the walls/fences as purely common property then the owners corporation is responsible.</p>
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17	<p>Waterproofing Garage</p> <p>A garage by definition is not a liveable area. It is therefore exempt from compliance with the waterproofing standards for habitable use set by the Building Code of Australia, that it be impervious to water penetration.</p> <p>Unless there is some damage to common property that is causing the water penetration, the Owners Corporation is not responsible to ensure a garage area remains dry.</p> <p>However, the owners corporation is responsible to stop water dripping on to a car and damaging the paintwork, and to prevent any other damage that may occur such as concrete cancer, major flooding etc. as a result.</p>
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18	<p>Courtyards Gardens</p> <p>A Class Most courtyards or garden areas attached to a unit are unit subsidiaries. Except for the boundary walls/fences any maintenance inside the unit (ie timber decking, pavers, pergolas, landscaping, planter boxes) is the responsibility of the unit owner. Furthermore a tree growing in a courtyard is deemed to belong to the owner and they are responsible for all pruning, removal or damage caused from the tree. Boundary walls and fences – 50/50 unit owner and owners corporation</p> <p>B Class Unit owner responsibility Furthermore a tree growing in courtyard/garden is deemed to belong to the owner and they are responsible for all pruning, removal or damage caused from the tree.</p>
19	<p>Door Locks</p> <p>B Class Unit owner responsibility within unit Access door in underground carpark – owners corporation responsibility</p> <p>A Class Unit doors, storage area (unit subsidiary), individual garage doors – owners responsibility Common property doors (ie laundry doors, garage access doors, stairwell doors, entrance doors to building, common storage doors) – owners corporation</p>
20	<p>Balcony</p> <p>B Class Unit owner responsibility</p> <p>A Class Balcony is unit subsidiary (unless otherwise specified in Units Plan).</p> <ul style="list-style-type: none"> • All parts of the balcony (wall, slab, drainage pipes and conduits, railings) - Owners corporation responsible <p>ie. if water leaking through wall lack of maintenance could jeopardise the structural integrity – owners corporation responsibility to repair Water pools/ponds on balcony and does not drain away, could jeopardise the structural integrity – owners corporation responsibility to repair If occupier overwaters plants on balcony – occupier must stop as continued overwatering can undermine the structural integrity. – owner responsibility</p> <ul style="list-style-type: none"> • Painting - unit owner (unless the owners corporation resolves otherwise) • Gate/door (if it does not form part of the common property) • If tiles and other improvements to the balcony need to be updated – unit owner . <p>The windows/doors and working parts if they form part of the common property (ie external boundary where balcony meets building) then repair and maintenance - 50/50 unit owner and owners corporation,</p>

	<p>Fly screens/security doors - unit owner responsible. (unless owners corporation resolves otherwise).</p>
21	<p>Painting Balcony Ceiling</p> <p>B Class Unit owner responsibility</p> <p>A Class Painting is generally the responsibility of the unit owner. However, the owners corporation will normally include the painting of this area when the whole building gets repainted. If water damage occurs to the ceiling, then the repainting/repair could be the subject of an insurance claim under owners corporation policy. Repair and maintenance of any surface applied to the balcony ceiling - unit owner responsibility (ie vermiculite, plaster, paint, timber etc.)</p>
22	<p>Windows</p> <p>B Class Unit owner responsibility</p> <p>A Class</p> <ul style="list-style-type: none"> • If a window forms part of the common property (ie boundary of the unit) then repair and maintenance – 50/50 unit owner and owners corporation (unless owners corporation resolves otherwise) • If window does not form boundary of unit then – unit owner (ie window treatments are inside the boundary of the unit – unit owner responsibility) (ie. window treatments on common property windows (ie entrance foyer, gym, library – owners corporation) • All windows require replacement or double glazing - owners corporation responsibility or may resolve 50/50 unit owners/owners corporation (if boundary of unit) Refer to #20. • Architraves – inside the unit boundary – unit owner - external to the unit on common property wall/entrance foyer/garage/ Communal laundry/cabana/gym/sauna/spa/pool room – owners corporation • Fly screens/security screens - unit owner responsible. (unless owners corporation resolves otherwise) • Locks – unit owner (unless owners corporation resolves otherwise) • Sash cord replacement – unit owner as it is inside the unit boundary and not located on common property •

23	<p>Doors/Walls</p> <p>B Class</p> <p>Unit owner responsibility</p> <p>Security door to communal basement garage – owners corporation (if basement garage is common property)</p> <p>Damp course – unit owner responsibility</p> <p>Columns within unit boundary – unit owner responsibility</p> <p>Columns in basement garage – owners corporation (if basement garage is common property)</p> <p>A Class</p> <p>Internal walls/doors – unit owner</p> <p>Peep holes – unit owner responsibility</p> <p>Architraves – inside unit boundary/unit subsidiary – unit owner</p> <ul style="list-style-type: none"> - outside unit on common property wall – owners corporation - around entrance doors to building/garage/corridors/fire stairs/communal laundry areas/storage areas – owners corporation <p>Boundary Walls/doors - 50/50 unit owner owners corporation (unless the owners corporation resolves otherwise)</p> <p>Load bearing walls – owners corporation</p> <p>Damp course – 50/50 unit owner and owners corporation</p> <p>Note: An Engineers report may be required to determine if the crack is structural or superficial.</p> <p>Security Screen/Fly Screen Doors</p> <ul style="list-style-type: none"> • Unit entrance door – unit owner (if permitted may not be possible because of fire ratings, may need corporation consent Article 4) • Unit to balcony – unit owner (if permitted – see above) <p>Security Doors (not security screen)</p> <ul style="list-style-type: none"> • Unit entrance door – 50/50 owners corporation and unit owner if it forms boundary with common property • Entrance door to building – owners corporation • Entrance door to communal garage – owners corporation • Entrance door to individual garage – unit owner • Communal areas only – owners corporation <p>Fire Doors</p> <ul style="list-style-type: none"> • Common property ie from fire stairs to corridors/landings/verandahs/foyers or to outside of building or to garage – owners corporation • Unit entrance door – 50/50 owners corporation and unit owner if it forms boundary with common property • Internal doors inside unit – unit owner <p>Columns</p> <ul style="list-style-type: none"> • Inside unit boundary – load bearing – owners corporation • Inside unit boundary – non load bearing – unit owner • Common property – owners corporation (ie foyers, basement garage, part of common property structure supports)
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24	<p>False Ceilings/Ceilings</p> <p>B Class Unit owner responsibility</p> <p>A Class Inside the unit - internal ceiling – unit owner responsibility Common property – owners corporation responsibility Balcony – owners corporation Insulation – roof space between ceiling and roof is common property.</p> <ul style="list-style-type: none"> • If insulation installed by individual unit owner (special privilege granted) – unit owners responsibility. • If insulation in place at time of building – owners corporation responsibility
25	<p>Tiles</p> <p>B Class Within unit boundary - Unit owner responsibility Common property – ie pool surrounds, cabana, sauna/spa – owners corporation responsibility</p> <p>A Class Tiles on the walls, floors within the unit boundary – ie internal walls, floors – unit owner responsibility Tiles on the floor of the balcony – unit owner responsibility (unless resolved otherwise by owners corporation) (see. 29)</p> <p>Common property – tiles on walls/floor of pool, sauna, spa, gym areas, paving, verandahs, foyer , corridors, lifts – owners corporation responsibility</p>

26	<p>Floors/Floorboards/ parquetry flooring/floating floors/mezzanine floors/carpets</p> <p>B Class Within the unit boundary - Unit owner responsibility</p> <p>A Class</p> <ul style="list-style-type: none"> • Within the unit boundary – internal floor coverings – (boundary midway between walls, floors and ceilings) – unit owner responsibility <p>ie . floorboards, parquetry, floating floors, carpets, vinyl, tiles, corkboard /carpet</p> <ul style="list-style-type: none"> • Concrete floor slab – 50/50 unit owner and owners corporation (boundary midway between walls ,floors and ceilings) • Timber flooring on balcony – unit owner responsibility (unless resolved otherwise by owners corporation)
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	<ul style="list-style-type: none"> • Common property flooring - foyer, corridors, lifts, verandahs/concrete floor slab – floor itself and floor covering – owners corporation responsibility • Skirting boards – unit owner inside unit boundary - owners corporation on common property • Mezzanine floor within unit boundary – unit owner responsibility • Mezzanine floor in common property (ie entrance foyer) – owners corporation responsibility • Underfloor heating – within unit boundary – unit owner ie. installed between slab and floor covering – therefore inside unit boundary. Installed in slab but only heats that specific unit – therefore inside unit boundary • Underfloor heating – entrance foyer – common property – owners corporation
27	<p>Damage A and B Class</p> <p>Deliberate damage, vandalism, impact damage caused by an owner or tenant which is deemed to be a breach of the Default Articles – unit owner responsibility. ie. If a tenant/owner is in breach of the articles, article infringement notice issued requiring owner to remedy within a required period of time.</p> <p>Resultant damage caused to common property by owners/tenants – owners corporation responsibility. ie. damage to stairwells (ie walls, banisters, floor coverings, entrance doors) if not deliberate and no evidence available of who caused the damage. It could be tenants/owners moving in and out of units.</p> <p>Normal wear and tear of common property areas – owners corporation responsibility</p>
28	<p>Ceiling Cornices B Class Unit owner responsibility</p> <p>A Class Within the boundary of the unit – internal walls/ceilings (ie midway between walls, floors and ceilings) – unit owner responsibility Storage rooms, laundries (unit subsidiaries) – unit owner responsibility Balcony – unit owner responsibility (unless subject of water damage that could jeopardise the structural integrity of the balcony – then owners corporation responsibility)</p> <p>Common property – owners corporation responsibility.. ie. foyer, verandahs, corridors, indoor pool rooms, gym rooms, communal laundries, storage rooms</p>
29	<p>Tiles on Balcony B Class</p>

	<p>Unit owner responsibility</p> <p>A Class Owners corporation responsibility (unless resolved otherwise by Owners Corporation).</p> <p>e.g. if the tiles need to be replaced for aesthetics, or quality improved - unit owner responsibility. If the waterproofing membrane requires replacement, then owners corporation responsibility due to the fact that the tiles need to be removed to repair the membrane. Installation of better quality tiles would be owner responsibility, otherwise owners corporation responsibility in this respect. If tiles damaged and could let water through and need to be replaced – owners corporation responsibility</p>
30	<p>Membranes</p> <p>B Class On Flat roof; balcony; bathroom floor; laundry floor; shower recess - Unit owner responsibility</p> <p>A Class On flat roof; balcony; communal laundry - Owners corporation responsibility. Ie. If water is leaking through balcony then this can undermine the structural integrity of the balcony and the waterproofing must be repaired. Inside the unit boundary - Bathroom floor; laundry floor; shower recess – unit owner responsibility</p>
31	<p>Hot Water Service</p> <p>B Class Unit owner responsibility</p> <p>A Class HWS services only one unit – unit owner responsibility HWS – services all units ie communal hot water service – owners corporation responsibility</p>

32	<p>Internal Fixtures</p> <p>B Class Inside the unit boundary - Unit owner responsibility Communal areas such as cabana, gym, pool room, tennis court – owners corporation responsibility (includes plumbing accessories such as taps etc.)</p> <p>A Class Inside boundary of unit (ie midway between walls, floors, ceiling) – unit owner responsibility. Ie. cabinets, permanently fixed mirror, cupboards, toilet and cistern, bath, basin, sink, shower, internal stairs, plumbing accessories, built in dishwasher, benches, stoves,</p>
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	<p>Common property – owners corporation responsibility le. gym, tennis court , pool room, cabana, barbecue fixtures, communal laundry, plumbing accessories, storage cupboards , television room/library – cupboards, shelves</p>
33	<p>Intercom B Class Communal Entrance door to units - owners corporation responsibility Communal intercom to garage – owners corporation responsibility Handset for individual unit – unit owner responsibility</p> <p>A Class Entrance door handset – owners corporation responsibility Intercom to garage – owners corporation responsibility Lift handset – owners corporation responsibility Handset for individual unit (inside unit) – unit owner responsibility</p>
34	<p>Door Closers B Class Inside unit boundary - Unit owner responsibility Entrance door from underground carparking area – owners corporation responsibility</p> <p>A Class Inside unit boundary – unit owner responsibility Entrance door to building – owners corporation responsibility Entrance door from underground carparking area – owners corporation responsibility Door from fire escape to corridors/verandahs – owners corporation responsibility Any common property rooms – door closers – owners corporation</p>

35	<p>Blockages B Class</p> <ul style="list-style-type: none"> • Inside the unit boundary and/or branch line affecting unit - Unit owner responsibility le toilet, floor drain, kitchen drains, laundry sink, sewerage/water lines • Branch line affecting that unit regardless of location – unit owner responsibility • Main line affecting all units – owners corporation responsibility le : sewerage/water/stormwater <p>A Class</p> <ul style="list-style-type: none"> • Inside the unit boundary (ie midway walls, floors, ceilings) and/or branch line affecting unit – unit owner responsibility le toilet, floor drain, kitchen drains, laundry sink, sewerage/water • Branch line affecting that unit regardless of location – unit owner • Common property blockage – owners corporation le. inspection area, drain grates on grounds, lift well filling with water, sump pump in basement
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	<ul style="list-style-type: none"> • Main drainage/sewerage/stormwater/water lines – owners corporation • Greasetraps – unit owner unless resolved otherwise by owners corporation
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36	<p>Gardens</p> <p>B Class Within unit boundary – unit owner responsibility On common property (outside individual unit boundaries) – owners corporation responsibility Ie. if a tree is located within unit boundary unit owner must remove or trim. If the tree is located on common property, owners corporation must trim or remove, particularly if tree is causing a potential threat to the townhouse built on the unit.</p> <p>Retaining walls – inside unit – unit owner responsibility common property – owners corporation responsibility</p> <p>Pergolas – Inside unit boundary – unit owner responsibility Common property – owners corporation responsibility</p> <p>Suspended slab – Located on common property garden/pool on top garage below – owners corporation</p> <p>A Class Within the unit subsidiary – ie courtyard – unit owner responsibility On common property – owners corporation responsibility. Ie. If a tree is located on common property and the roots are found to be causing damage to a courtyard wall of a unit subsidiary, owners corporation responsible to either remove the tree or instal root barriers to protect the courtyard wall.</p> <p>Retaining walls – inside courtyard – unit owner responsibility - common property – owners corporation responsibility</p> <p>Pergolas – Inside courtyard or unit subsidiary as shown on Units Plan – unit owner responsibility (ie does not form boundary wall of unit) Common property – owners corporation responsibility (ie is not within courtyard or classed as unit subsidiary, and is located on common property walls or other location on common property)</p> <p>Suspended slab – Located on common property garden/pool on top garage below – owners corporation</p>
37	<p>Letterboxes</p> <p>B class If the individual unit has a letterbox, then unit owner responsibility If bank of letterboxes at the entrance to the development – owners corporation responsibility. If the lock is broken or damaged to one letterbox – unit owner responsibility If key is lost – unit owner responsibility If letterbox in letterbox bank is vandalised – owners corporation responsibility</p> <p>A Class</p>

	<p>A bank of letterboxes at the entrance to the development, in the foyer of the development – owners corporation responsibility</p> <p>If letterbox is located in the courtyard wall of an individual unit/townhouse – owners corporation responsibility for external portion as forms boundary of the unit subsidiary.</p> <p>If the lock is broken or damaged to one unit – unit owner responsibility</p> <p>If key is lost – unit owner responsibility</p> <p>If letterbox or bank letterboxes vandalised – owners corporation responsibility</p>
38	<p>Swimming Pool/Pond/Water Feature</p> <p>B Class</p> <ul style="list-style-type: none"> • Pool/pond/water feature inside the boundary of the unit – unit owner responsibility • Pool/pond/water feature on common property – owners corporation responsibility • Backflow prevention device relating to pool/pond/water feature located inside the boundary of the unit – unit owner responsibility • Backflow prevention device relating to pool/pond/water feature located on common property – owners corporation responsibility <p>A Class</p> <ul style="list-style-type: none"> • Swimming Pool internal or external but located on common property – owners corporation responsibility • Pond located on common property – owners corporation responsibility • Backflow prevention device annual check – owners corporation responsibility • Water feature on common property (internal/external) – owners corporation responsibility • Water feature within boundary of unit – unit owners responsibility
39	<p>Awnings/shutters/shade sails</p> <p>B Class</p> <ul style="list-style-type: none"> • Within unit boundary - Unit owner responsibility le affixed to townhouse built on unit • Awnings on common property buildings – owners corporation le. gazebo, gym, pool room etc. • Shade sails – within unit boundary – unit owner • Shade sails – on common property – owners corporation <p>A Class</p> <ul style="list-style-type: none"> • If attached to the common walls of buildings and erected by developer – owners corporation • If attached to courtyard walls/fences which form boundary of unit subsidiary and erected by developer – owners corporation/unit owner – 50/50 • If attached by unit owners to balconies or common property walls – unit owner

	<p>(unless resolved otherwise by owners corporation)</p> <ul style="list-style-type: none"> • If affixed to courtyard walls/fences which form boundary of unit subsidiary and common property by unit owner – unit owner • Shade sails – within unit boundary (ie balcony or courtyard, affixed to building - all with owners corporation consent) – unit owner • Shade sails – common property – owners corporation
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40	<p>Driveways/Roadways</p> <p>B Class</p> <ul style="list-style-type: none"> • Driveway from boundary of unit/common property to garage/carport – unit owner • Main driveway from street entrance through common property – owners corporation • Roadways throughout common property from street entrance – owners corporation • If driveway into unit runs across common property from main roadway servicing all units, and is for the benefit of unit only – unit owner responsibility (unless resolved otherwise) • Turntables for common property use – owners corporation <p>A Class</p> <ul style="list-style-type: none"> • Main roadway through development – owners corporation • Roadway into basement garage – owners corporation • Roadway into individual garages – owners corporation <p>ie. generally the roadway runs across common property into the garage as the garage would form the boundary of the unit</p> <ul style="list-style-type: none"> • Floor of the carports or individual garages (if unit subsidiaries) – unit owner • Floor of basement garage from roadway into garage – owners corporation • Turntables – owners corporation
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41	<p>Lifts</p> <p>A Class</p> <p>Lifts are common property – owners corporation responsibility. Lifts that service only a few units (ie restricted access) – owners corporation responsibility.</p> <p>e.g. It could be that the owners corporation has agreed by unopposed resolution that only a particular number of units have to contribute to the cost of the lifts, as they are the only ones with access. Repair and maintenance of the lift in that circumstance would come out of that particular budget, but is still owners corporation responsibility as the lifts are common property.</p>
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42	Rain Water/Grey Water
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	<p>B Class</p> <ul style="list-style-type: none"> • Water detention tanks – generally located on common property for storage for irrigation – owners corporation • Water detention tanks if located within boundary of unit for unit owner exclusive use – unit owner • Rainwater Tanks – within the unit boundary for exclusive use of that unit – unit owner (would need to seek corporation consent for installation from owners corporation) • Rainwater Tanks – on common property or within unit but for use of common property or unit owners - owners corporation • Grey water systems installed into individual unit boundary for exclusive use of unit – unit owner • Grey water systems installed on common property for use on common property and/or all units – owners corporation <p>A Class</p> <ul style="list-style-type: none"> • Water detention tanks – generally located on common property for storage for irrigation – owners corporation • Rainwater Tanks – within the unit boundary for exclusive use of that unit – unit owner (would need to seek corporation consent for installation from owners corporation) • Rainwater Tanks – on common property for use of common property or all unit owners - owners corporation • Grey water systems installed on common property for use on common property and/or all units – owners corporation
43	<p>Signs</p> <p>B Class</p> <ul style="list-style-type: none"> • Common property signs – ie speeding, pool signs, gym signs, name of development – owners corporation • Junk mail signs are often unit owners responsibility <p>A Class</p> <ul style="list-style-type: none"> • Signs on buildings and common property – name of building, parking, speeding, pool signs, gym signs (includes neon signs) – owners corporation • A unit owner/s may have naming rights for a building (as agreed by owners corporation – includes neon signs) then responsibility for signage rests with unit owner/s • Signage for a commercial enterprise on residential/commercial building – will require special privilege/corporation consent – unit owner responsibility • Portable signage for commercial enterprise on common property – will require special privilege/corporation consent – unit owner responsibility

44	<p>Roof</p> <p>B Class All roof repairs including, guttering, downpipes, tiles, ridge capping, lead flashing, bedding, colorbond, insulation - unit owners responsibility.</p> <p>If two townhouses are joined together and share ridge capping, lead flashing, bedding - 50/50 unit owners</p> <p>A Class All roof repairs including, guttering, downpipes, tiles, ridge capping, lead flashing, bedding, colorbond – owners corporation</p> <p>Insulation installed by developer at construction in roof cavity – owners corporation Insulation installed by individual unit owner – unit owner</p>
45	<p>Solar panels/collectors</p> <p>B Class</p> <ul style="list-style-type: none"> • Installed on unit by unit owner for personal use – unit owner • Installed on buildings located on unit/s by owners corporation for pool heating, energy collection – owners corporation • Installed on common property by owners corporation – owners corporation <p>A Class</p> <ul style="list-style-type: none"> • Installed on roof by unit owner individual use (subject to corporation consent) – unit owner (unless resolved otherwise by corporation) • Installed on common property by owners corporation – owners corporation • Installed within unit boundary by unit owner (subject to corporation consent) – individual use – unit owner

APPENDIX 2
ADDITIONAL INFORMATION
INSURANCE

In broad terms building policies issued by insurance companies extend to include owners fixtures and structural improvements in addition to common property considerations. The degree of cover is dependent upon the insurer and type of cover held. The broadest types of cover available in the market are accidental loss or damage policies. At the other end of the market are the cheaper defined events type covers. The Unit Titles Act 2001 requires that the cover taken out by the Owners Corporation is a replacement cover.

For the purpose of this exercise it is assumed:

- cover has been issued under an accidental loss or damage type policy
- the installations are not illegal
- the said items have suffered loss or damage as a result of accidental means
- maintenance, deterioration, corrosion or other specific policy conditions or exclusions are not applicable

Having regard to the assumptions noted above the classification rating of 1-7 can mean:

- 1) the item forms part of the building for insurance purposes. Cover may be available against accidental loss or damage situations.
- 2) The item forms part of the building for insurance purposes however is unlikely to be covered having regard to maintenance issues. If however, maintenance is not an issue i.e. fire damage, impact damage, vandalism the situation could alter into a classification rating 1.
- 3) The item may not necessarily form part of the building for insurance purposes however, could be covered in certain circumstances by a special or additional benefit under the policy.
- 4) Cover is unlikely. This is probably a maintenance issue or not insured property under the building policy.
- 5) The item is part of the building but not covered for insurance purposes in regard to maintenance, however, resultant damage to other areas which form part of the building may be claimable as an insurable event.
- 6) The item is part of the building but not covered for insurance purposes as purely maintenance issue, but accessing the item through other parts of the building may be claimable under insurance as search and find/investigating costs.

- 7) Covered under contents policy, not building cover. The item is unlikely to be covered in regard to maintenance issues, however, if not maintenance issue ie. fire damage, the item could be covered.

Note – this classification rating is intended as a guide only. Actual cover is dependent on the prevailing policy terms, conditions and exclusions that may apply with the insurer at the time of loss.



Attendance Requested By Unit Plan 3415
C/o – Bright & Duggan

Site Address 51 Ainsworth Street
Mawson ACT 2607

Work Order Number 00024846

Date 31 January 2024

Our Reference Number JN 15678

NSW Contractor Licence
201584C



External Waterproofing



Roof Tiling



Roof Plumbing



admin@rnbsolutions.com.au



(02) 6287 1699




www.rnbsolutions.com.au



<https://www.facebook.com/rnbsolutionscanberra/>

**COMPLETED WORK AT
51 AINSWORTH STREET
MAWSON**

Item 1: COMPLETED WORK	
Description	Photographs
<p>Roof & Balcony Solutions recently completed work at 51 Ainsworth Street Mawson according to Item 2 of our report dated 5 October 2023:</p> <p>DEFECT RECTIFICATION WORK</p> <ul style="list-style-type: none"> • Seal laps to the head of the roof above the related anchor points. • Seal laps to the head of the roof above the related aerial penetrations • Tag the underlap to each and every trapezoid sheet on the low- pitched rooftops • Strip and reseal aerial cable grommets with neutral-cure silicone • Dismantle, seal, then reassemble all flashing components with the correct fixing methods • Installation of the prescribed downpipe spreaders per Australian Standards • Installation of a polymer sheath around the A/C grouped services (approximately 20 items) will serve both purposes. • Replace all boot-type flashing with new (including cowl to replace missing items). <p>The following photographs show examples of the completed work</p>	 <p>Photo 1.1 <i>Corrected join</i></p>

Item 1: COMPLETED WORK



Photo 1.2 *Corrected join*



Photo 1.3 *Corrected join*

Item 1: COMPLETED WORK



Photo 1.4 *Corrected join*



Photo 1.5 *Completed boot type flashing*

Item 1: COMPLETED WORK



Photo 1.6 *Completed boot type flashing*



Photo 1.7 *Completed boot type flashing*

Item 1: COMPLETED WORK



Photo 1.8 Additional fixings to existing boot type flashing



Photo 1.9 Polymer sheath to air conditioning grouped services

Item 1: COMPLETED WORK



Photo 1.10 *Polymer sheath to air conditioning grouped services*



Photo 1.11 *Polymer sheath to air conditioning grouped services*

Item 1: COMPLETED WORK



Photo 1.12 Tag to underlap of roof sheet



Photo 1.13 Tag to underlap of roof sheet

Item 1: COMPLETED WORK



Photo 1.14 Strip and reseal join to flashing



Photo 1.15 Strip and reseal join to capping

Item 1: COMPLETED WORK



Photo 1.16 Strip and reseal cable penetration



Photo 1.17 Installation of downpipe spreader

Item 1: COMPLETED WORK



Photo 1.18 *Installation of downpipe spreader*



Photo 1.19 *Seal lap to the head of the roof*

Item 1: COMPLETED WORK



Photo 1.20 Seal lap to the head of the roof



Photo 1.21 Before gutter clean

Item 1: COMPLETED WORK



Photo 1.22 *Before gutter clean*

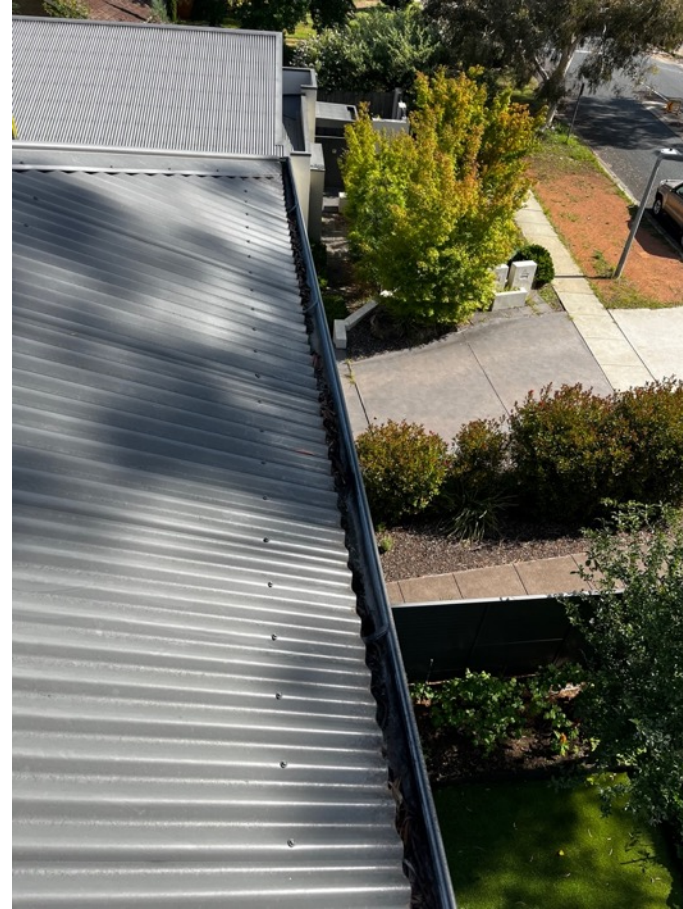


Photo 1.23 *Before gutter clean*

Item 1: COMPLETED WORK



Photo 1.24 After gutter clean

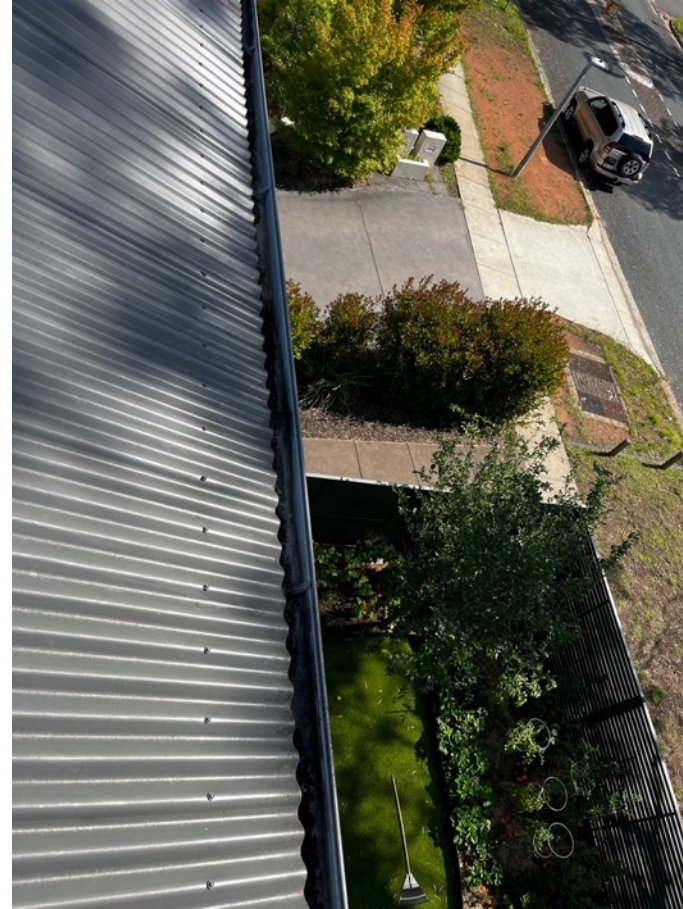


Photo 1.25 After gutter clean

Item 1: COMPLETED WORK



Photo 1.26 After gutter clean



Photo 1.27 After gutter clean

All prices current for 90 days.

Please Note; All quoted works require that 50% progress payment be completed on the day of material delivery and the balance upon the completion of the last days work, unless alternative arrangements have been agreed upon prior to job commencement.

All information provided remains the intellectual property of Works Administration Pty Ltd t/as Roof & Balcony Solutions. It is not to be duplicated, without our express permission, for any purpose except distribution to the above-named asset owners.

The Scope of Works above is a summary only and is subject to change as our expert tradesmen see fit, or as new information comes to light. The videos and photos used are often based off the opinion of the attending tradesman only. They may be circulated throughout our business at any time to ascertain the most cost-effective outcome. At no stage do we purport that any one element of our report represents our view in its entirety. The summary scope of works is our first attempt at outlining the issues presented to us, which may be altered after further investigation to provide the client a better outcome.

Thank you for the opportunity to be of service. Please do not hesitate to forward any questions about our findings and recommendations to our office.

Sincerely,

James Miller
Works Administration Pty Ltd t/as Roof and Balcony Solutions
NSW Licence No. 201584C - Roof Plumber, Roof Tiler & External Waterproofer

Roof & Balcony Solutions holds all the following qualifications and suggests the checked items are required to perform this Scope of Works;

Licences;

- Roof Plumber
 - Roof Tiler
 - External waterproofer
- NSW2018584C

Duty of Care;

- Quality Product/s
- Standard Operating Procedures
- Job Safety Assessments
- Safe Work Method Statements
- OHS Training
- Trained First Aid Personnel
- Rescue / emergency equipment

Insurance;

- Public Liability (10 Million)
- Business Insurance
- Workers Compensation
- Home Owners' Warranty

Working at heights;

- All trades staff trained to Height Safety Manager per AS1891.4 Industrial fall-arrest systems and devices, Selection, use and maintenance

Have you checked the credentials of other trades people / companies to ensure they are adequately qualified?



Unit Titles (Management) Act 2011 – Form 1

NOTICE OF REDUCED QUORUM DECISIONS

Part A Details of reduced quorum decisions[†]

A1 The Owners - Units Plan No 3415.

A2 Annual General Meeting

Date (or dates) of the Annual General Meeting at which the reduced quorum decision (or decisions) was made – 19/02/2025

Tick applicable box, or both boxes if applicable:

Regularly convened

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

Convened after adjournment

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

A3 Reduced quorum decisions.

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

Date of decision	Full text of reduced quorum decision
19/02/2025	Annual General Meeting, as attached.

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.

19/02/2025



Drucilla Oliver

Strata Manager of Unit Plan 3415.

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

NOTICE OF REDUCED QUORUM DECISIONS

Part B General Information

B1 What is a reduced quorum decision?

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

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

Reduced quorum decisions made at regularly-convened general meetings

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

Reduced quorum decisions—adjournment following quorum trouble

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

Such a reduced quorum (of anyone present and entitled to vote) is also sufficient to make decisions on any later motions arising at the meeting. Any such later decisions made while only a reduced quorum was present are also reduced quorum decisions (UTA s 3.9 (6) (a), part 3.1, schedule 3).

B2 When does a reduced quorum decision take effect?

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

B3 How may reduced quorum decisions be disallowed?

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

The petition must—

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

B4 How may reduced quorum decisions be confirmed?

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

B5 How may reduced quorum decisions be revoked?

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

bright & duggan 

australia's strata leader

Minutes of

Annual General Meeting

To The Owners of Unit Plan No 3415
51 Ainsworth Street, MAWSON, ACT, 2607



Meeting Date:	Wednesday 19 February 2025
Time:	05:00 PM
Address:	https://teams.microsoft.com/L/meetup-join/19%3ameeting_Mzk3ZDhjMzltOTUwMiooZmM2LTlmYTctMDQoOTMxNWU5NmNh%40thread.v2/o?context=%7b%22Tid%22%3a%22e41b01-d42a-4861-b5f6-6b2699170934%22%2c%22Oid%22%3a%22c0dbf0b6-e208-4529-9ae7-aeaaea02434b%22%7d Meeting ID: 484 273 931 600 Passcode: NR9gy7sd
Present:	O Demianenko – Lot 5. A Haigh – Lot 6. M Vandenbroucke – Lot 9. D Oliver – B&D ACT
By proxy:	P Groeger – Lot 8. C Cheong – Lot 10.
Pre-voters:	T Mirlieb & M Cooper (Lot 4) Electronic vote
Chairperson:	M Vandenbroucke – Lot 9.
Apologies:	P Groeger – Lot 8. C Cheong – Lot 10.
Quorum:	Reduced Quorum.

Motions

1. Election of Chair

That the owner's corporation elect a member to preside as chairperson at this meeting.

M Vandembroucke – Lot 9

2. Acceptance of Proxies

The owner's corporation considers accepting the received proxies.

P Groeger – Lot 8 proxy to the Chair.

C Cheong – Lot 10 proxy to the Chair.

3. Minutes

That the minutes of the last general meeting of the owner's corporation be adopted as a true and accurate record of the proceedings of that meeting.

Motion **CARRIED.**

Moved: O Demianenko

Seconded: A Haigh

4. Financial Statements

That the attached statements of key financial information for the financial year ending on 31/1/25 for the administrative fund, the sinking fund and any other fund held by the owner's corporation, be adopted.

Motion **CARRIED.**

Moved: O Demianenko

Seconded: A Haigh

5. Financial Audit

That the financial statements be audited.

Motion **CARRIED.**

Note: The Owners Corporation would like a quote from Kelly & Partner and Matthew Faulkner to deliberate on and then to accept before it is processed by Bright & Duggan. They do not want Bright & Duggan to automatically do this with out their input, also understand that this is compulsory.

Moved: O Demianenko

Seconded: A Haigh

6. Invest Sinking Fund

That the Owners Corporations for Units Plan 3415 authorises the Executive Committee for Units Plan 3415 to invest an appropriate portion of Sinking Fund money into a term deposit account at the best daily interest rate available at the time of the investment.

Motion **CARRIED.**

Note: The Executive committee has a current investment with MBL to be discussed before maturity on the 2/6/25 with the Executive Committee.

Moved: O Demianenko,

Seconded: M Vandenbroucke.

7. Insurance Certificate

That the current insurance of the owners corporation, as detailed in the below table, be confirmed.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
06S8362461	Strata Unit Underwriters	07 Jun 2025	BUILDING	\$5,989,134.00
			PUBLIC LIABILITY	\$10,000,000.00
			COMMON AREA CONTENTS	\$59,891.00
			LOSS OF RENT	\$907,353.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	\$200,000.00 / \$2,000.00
			OFFICE BEARERS	\$1,000,000.00
			CATASTROPHE	\$907,353.00
			GOVERNMENT AUDIT COS	\$25,000.00
			WH&S APPEAL EXPENSES	\$100,000.00
			LEGAL EXPENSES	\$50,000.00
			LOT OWNERS IMPROVEME	\$250,000.00
			FLOATING FLOORS	Insured
			GLASS	Insured
THEFT	Insured			
TOTAL PREMIUM: \$8,254.09				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
O/22-2231	CGU Insurance	07 Dec 2025	WORKERS COMPENSATION	As per the Act
TOTAL PREMIUM: \$280.50				

Excess Refer to policy.

Acknowledged.

Note: Attached is the Certificate of Currency for the Building insurance for the complex. Please note that Bright & Duggan ACT will be rolling out an online voting meeting for the Executive Committee for Insurance tenders to help the Executive committee understand items in the renewal and tailor the needs of the complex to the tenders sought for their deliberation. The Executive Committee can opt out of this meeting if they want. This meeting is charged at \$165.00 pa.

- The Owners Corporation have opted out of this online voting meeting. As they do not believe this suits the needs of the complex or can justify this additional expense.

The Owner's Corporation can request a meeting and additional support if needed when time of tender comes. Strata manager and Insurance team will be able to assist in answer question and able to assist in navigating items and ensure the coverage is the best for the complex.

8. Insurance - Valuation

That the Owners Corporation for 3415 resolves to carry out a building valuation for insurance purposes, noting the previous valuation from QIA was prepared on 15/03/2019 and the managing agent authorised to adjust the sum insured in accordance with a new valuation.

Motion **CARRIED.**

Note: This is to be completed once works have been completed with the Podium/Basement repair and painting of the complex. Items will be adjusted accordingly with insurance after the report is completed.

Moved: A Haigh

Seconded: O Demianenko

9. Insurance Renewal

That the Owners Corporation resolves to make arrangements in respect of insurances:

1. Delegate to the Committee to consider whether to vary or extend any insurances.
2. Delegate to the Strata Manager any functions pursuant to the Strata Management Agreement (additional services schedule where applicable) to undertake any of the above.

Motion **CARRIED.**

Note: The Owners Corporation Note: The Owner's Corporation acknowledges that the insurance renewal is not in line with the complexes financial year and delegates the Executive Committee for the financial year to arrange and chose the coverage for the complex.

Moved: O Demianenko

Seconded: A Haigh

10. Insurance Claims - Acknowledgement

At the time of this notice the Owners Corporation of 3415 have no new or outstanding Insurance Claims.

No pending insurance claims.

- Strata will email owner regarding damage and if there is more damage or the same.
- Once confirm be able to ask for a requote and to lodge an insurance claim with evidence the roofs have been fixed.

Acknowledged.

Moved: A Haigh

Seconded: O Demianenko

11. Maintenance Issues - Acknowledgement

At the time of this notice the Owners Corporation of Unit Plan 3415 have current outstanding maintenance issue that have not been actioned or to further discuss.

1. **External Painting of the complex.**

Discussed in the meeting, Strata Management will obtain quotes for refresh of the current colours and quote regarding natural colours for the townhouses. In this quote we will include:

- Garage Doors.
- Front door Frames & Doors (This to be voted upon).
- The driveway common wall.
- The stair wells to the units in the front & back units.
- Internals of the basement carpark (where bubbling is occurring)
- Facades and cladding on each unit.

Additional meeting will be held for voting and email sent regarding thoughts and items to be included. Strata Manager has mentioned that this is at an additional cost to the complex and that it comes under Schedule B fees listed in the management agreement.

2. **Basement leak rectifications.**

The Owner's Corporation has accepted the John Lynn Group quote for \$25,371.00. Strata Manager will approach them regarding acceptance of report attached. Painting will be done after this has been completed.

3. **Gutter Cleaning.**

The Owner's Corporation is happy with biannual clean but have requested to see how much quarterly clean would be annually. The Unit at the back seem to receive more foliage form the trees.

4. **RC/AC Catchment trays and relief line.**

After the tiled area is completed, Strata Management will look at if there is any more water ingress occurring in the basement carpark and storage cages. From there the Strata Manager will investigate the AC/RC unit are contributing or if it is environmental factors contributing the water build up occurring.

5. **Movement of storage cages to protect belongings form environmental factors.**

This coincides with the above item. Will be accessed after above items are completed. To see if it needs to be actioned still.

6. **Installation reports.**

Rental Certificates Section 119 need a roof installation items for each unit. Strata Manager will email owners regarding if they have the reports for their unit and if not will look at seeking quotes regarding obtain the quotes for each unit. Strata Management notes is roughly \$220 per report and bulk discount can be done if multiple need to be done at a time.

7. **Trimming of trees.**

Lot 6 will send Strata Management pictures of tree they would like trimmed near the communal carpark entrance to address with the gardeners.

8. **Bin enclosure.**

The Owners Corporation notes that the bin enclosure is too small for all the bins to fit into. Lot 5 will meet with the Strata manager on site to further discuss option to accommodate this item and then Strata Management will seek quotes to present for deliberate with the Executive Committee.

9. **Common Lighting.**

Strata Management has completed items to assist in the lighting in the complex. This has replaced on bollard on the right side of the bin enclosure and the bollard to be moved forward to next to the tree on the left-hand side to accommodate for any items to do with the Bin enclosure.

12. Sinking Fund Plan - Revise or Replace

That the Owners Corporation for Units Plan 3415 resolves to revise or replace the 10-year sinking fund plan for commencement from the first date of the next financial year and:

- a) obtain quotations from suitably qualified consultants to prepare a 5-year review or a 10-year replacement of the capital works fund plan.
- b) delegate to the strata committee to consider the quotations and engage a consultant.
- c) delegate to the strata committee to appoint a liaison to meet with the consultant; and
- d) delegate to the strata committee authority to instruct the managing agent any functions, pursuant to the strata management agency agreement (additional services schedule), to undertake any of the above.

Motion **CARRIED.**

Note: That this will be completed once the needed works have been completed and reflected in the budget accordingly.

Moved: A Haigh

Seconded: O Demianenko

13. Administrative Fund Expenditure Budget

That the proposed Administrative Fund Expenditure Budget of \$31,390.80 be accepted.

Motion **CARRIED.**

Note: The Owner's Corporation notes that accepted reports (Insurance valuation & sinking fund forecast report) have not been reflected in this amount as quotes have not been sorted yet.

Moved: A Haigh

Seconded: O Demianenko

14. Sinking Fund Expenditure Budget

That the proposed Sinking Fund Expenditure Budget \$96,677.00 be accepted.

Motion **CARRIED.**

Note: The Owners Corporation notes that the painting figures is an estimation, until items on scope of work and colours are finalised.

Moved: O Demianenko

Seconded: M Vandenbroucke.

15. Levy Contributions

That the Owners Corporation for Units Plan 3415 determines an Administrative Fund Contribution of \$35,000.00 and a Sinking Fund Contribution of \$10,631.00

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
	1/04/2025	30/06/2025	1/04/2025	\$8,750.00	\$2,657.75
	1/07/2025	30/09/2025	1/07/2025	\$8,750.00	\$2,657.75
	1/10/2025	31/12/2025	1/10/2025	\$8,750.00	\$2,657.75
	1/01/2026	31/03/2026	1/01/2026	\$8,750.00	\$2,657.75
Total	1/04/2025	31/03/2026		\$35,000.00	\$10,631.00

Units Plan No. 3415 LOT BUDGET SUMMARY

31/01/2026

If the foregoing budget is adopted levies for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Administrative Fund			Sinking Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	101	883.75	0.00	883.75	268.43	0.00	268.43	1,152.18
2	2	101	883.75	0.00	883.75	268.43	0.00	268.43	1,152.18
3	3	101	883.75	0.00	883.75	268.43	0.00	268.43	1,152.18
4	4	101	883.75	0.00	883.75	268.43	0.00	268.43	1,152.18
5	5	101	883.75	0.00	883.75	268.43	0.00	268.43	1,152.18
6	6	97	848.75	0.00	848.75	257.80	0.00	257.80	1,106.55
7	7	97	848.75	0.00	848.75	257.80	0.00	257.80	1,106.55
8	8	97	848.75	0.00	848.75	257.80	0.00	257.80	1,106.55
9	9	97	848.75	0.00	848.75	257.80	0.00	257.80	1,106.55
10	10	107	936.25	0.00	936.25	284.38	0.00	284.38	1,220.63
Total			\$8,750.00	\$0.00	\$8,750.00	\$2,657.73	\$0.00	\$2,657.73	\$11,407.73

Motion **CARRIED.**

Moved: A Haigh
Seconded: M Vandenbroucke.



16. Payment Plan for Levy Arrears

That the Owners – Units Plan 3415 to agree to allow payment plans to be made with lot owners for matters involving arrears of unpaid contributions/levies or other amounts including interest/penalties, legal and other costs/expenses thereon and to delegate to the strata manager and/or the Executive Committee in their absolute discretion the ability to enter into, arrange and monitor each such payment plan.

Motion **CARRIED.**

Note: This will be done with deliberation of the Executive Committee and the Strata Manger.

Moved: A Haigh

Seconded: O Demianenko

17. Debt Collection

That the Owners Corporations for Units Plan 3415 for the purpose of collecting levy contributions to authorise the Strata Manager and/or the Executive Committee to do any one or more of the following:

- a. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs.
- b. To obtain legal advice and retain representation by engaging the services of Grace Lawyers on behalf of The Owners Corporation – Units Plan No 3415;
- c. To issue demands, commence, pursue, continue, maintain, or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs and matters arising out of the by-laws.
- d. Enter and enforce any judgment obtained in the collection of levy contributions including issuing orders for seizure and sale (personal and real property), redirection orders, enforcement hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings.
- e. Filing an appeal or defending an appeal against any judgment or matter concerning the collection of levy contributions; and
- f. Liaise, instruct, and prepare all matters with the Owners Corporation's debt collection agents, lawyers, and experts in relation to any levy recovery proceedings

Motion **CARRIED.**

Note: Strata Manager reminds owners that in the ACT there is no legal requirement to send out levy notice reminders. Owners have a legal requirement to pay levies within the due dates and to keep track of their financials. Failure to pay within the due dates will result in a \$55 Arrears Notice, chargeable directly to the owner. If circumstances have occurred that prevent the Owner from paying the levies before the due date or interest free period. The Owner can contact the Strata Manager to make alternative payment arrangements. Strata cannot be held responsible for owners' failure to pay or inform the Strata Manager. Your first notice of levies is the minutes, second is the levy notice is the reminder we send out in line with a management agreement before each quarter and the third is the arrears letter send out as an additional reminder after the interest free period, that charged back to the owner

- Strata Manager will look into the owner's portal and Strata pay regarding owner seeing what is due and what is left remaining to pay for the unit's levies.

Moved: O Demianenko

Seconded: M Vandenbroucke.

18. Election of Executive Committee

That the Owners Corporation of Units Plan 3415 resolves to elect the executive committee as follows:

- a) the chairperson is to announce the names of candidates nominated in writing and eligible for election to the executive committee.
- b) the chairperson is to call for any oral nominations of candidates eligible for election to the executive committee; and
- c) the owner's corporation to determine the number of executive committee members and elect the members.

T Mirlieb – Lot 4
O Demianenko - Lot 5
P Groeger – Lot 8
C Cheong – Lot 10

Motion **CARRIED.**

Moved: A Haigh
Seconded: M Vandenbroucke.

19. General Business

Consideration of other business, if that business has been notified to the managing agent no later than 7 days prior to the meeting.

- Lot 5 has noticed some movement. Strata Management will come and have a look and report back to the Executive Committee regarding next steps needed. Owner will provide pictures and details to the Strata Manager as well.
- Strata Manager has advised there may be a restructure within the team due to the current strata manager going onto maternity leave in JULY 2025. Once items have been discussed internally with Bright & Duggan team, items will be communicated accordingly to unit plans affected. .

There being no further business the meeting closed at 6.10pm.

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 3415

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 10/12/2024

Reference No: DOC0000879700

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 3415

Type of Insurance: Residential Strata

Policy Number: 06S8362461

Period of Insurance: From 4:00PM 07/12/2024
To 4:00PM 07/06/2025

OVERVIEW

Insured:	Unit Plan 3415
Situation:	51 AINSWORTH STREET, MAWSON ACT 2607
Section 1:	Building including common contents \$6,049,025
	Loss of Rent/Temporary Accommodation (15%) \$907,353
	Catastrophe or Emergency (15%) \$907,353
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Included
	Flood Not included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 10,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown Not Insured
Section 12:	Lot Owners Improvements (Per Lot) \$250,000
Section 13:	Workers Compensation Not included

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY



Policy Number: 06S8362461

Insured: Unit Plan 3415

EXCESSES

Section 1 - Building including Common Contents

\$2,500.00 all claims + as per policy wording

Section 2 - Glass

\$2,500.00 all claims

Section 3 - Theft

\$2,500.00 all claims

SPECIAL TERMS/CONDITIONS

Building Defects (applicable to all sections)

We will not pay any claims for Damage to Insured Property, Personal Injury, Property Damage, Loss, or Legal Expenses caused directly or indirectly by, contributed by or arising from defect in any item, structural defect, faulty design, faulty workmanship, error or omission as outlined within the report issued by Peak Consulting dated 30/09/2024

CERTIFICATE OF CURRENCY



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.

SCOPE OF WORKS

Site Address	51 Ainsworth Street, Mawson, ACT 2607	Job Number	JSTA01016
Customer	Owners of Unit Plan 3415	Estimator	Luke Kelly
Customers Phone	n/a	Estimators Phone	
Client Reference	00007333	Estimators Email	lkelly@johnslyng.com.au

SCOPE OF WORKS - 51 Ainsworth Street, Mawson, ACT, 2607 - JSTA01016

PRELIMINARIES

JLG Administration Fee

Allowance to provide adequate project supervision, scheduling and quality control for the works below as detailed:

Site cleans will be conducted in stages in accordance with the scope of works.

\$3,175.00

CONCRETE LANDING CRACKING

Allowance to carefully express along the cracking line and intermediate cold joint in order to create a "V" gap (8mm – 10mm wide/deep) to allow for sealant to be applied into the penetration.

Allowance to thoroughly clean and prepare the cracking sites, intermediate cold joint and perimeter junctions of any moisture or dust in order to allow for complete connection of the selected sealant. All necessary preparation to be in accordance with selected sealant manufacturer's installation instructions.

Allowance to mask up both sides of the crafted "V" gap and perimeter junctions. Apply a flexible exterior grade sealant such as Sika FC-11 or similar, ensuring penetration into the joint is achieved. Smooth off sealant with a small finishing tool to achieve a smooth and weatherproof joint. Remove all masking tape once joint has been smoothed off

Allowance to conduct a trade clean-up of the work area, remove all building spoil, protective coverings and return site ready for occupation and use.

\$2,448.13

VERTICAL and HORIZONTAL BRICKWORK CRACKING

Allowance to carefully express the vertical and horizontal cracking sites in order to create a gap (4mm – 5mm) to allow for sealant to be applied into the penetration.

Allowance to thoroughly clean and prepare the surface finish of any moisture or dust to allow for complete connection of the selected sealant. All necessary preparation to be in accordance with selected manufacturer's installation instructions.

Allowance to mask up both sides of the surfaces. Apply a flexible exterior grade sealant such as Sika FC-II or similar, ensuring penetration into the joint is achieved. Smooth off sealant with a small finishing tool to achieve a smooth and weatherproof joint. Remove all masking tape once joint has been smoothed off.

Allowance to paint the wall surface with an elastomeric coating system such as Ardex WPM 310, Emer clad Facade or similar to the nearest architectural breaks in colours matching existing scheme of the building as close as practicable. Install in accordance with the manufacturer's installation instructions. Moving forward, the exterior painting schedule would be advantageous.

Allowance to conduct a trade clean-up of the work area, remove all building spoil, protective coverings and return site ready for occupation and use.

\$3,551.08

HORIZONTAL TILE CRACKING AND SEPERATION OF GROUT JOINTS TO THE TILED STAIRS LEADING TO TILED PODIUM

Allowance to source replacement tiles matching existing as close as practicable. JLG will provide sample tiles to the Executive Committee for approval prior to commencement.

(285mm x 185mm)

Allowance to carefully remove fractured tiled risers to the second step and dispose.
(285mm x 185mm)

Allowance to remove all existing glue laitance down to concrete substrate.

Allowance to thoroughly clean and prepare the concrete surface in accordance with AS 3958:2023.

Allowance to supply and install replacement riser tiles where removed in accordance with AS 3958.1 (Ceramic Tiles – Guide to the installation of ceramic tiles) including grout, modifiers, and sealant. Assess remaining tiles to stairs for missing grout and apply colour matched grout where identified. (285mm x 185mm)

Allowance to conduct a trade clean-up of the work area, remove all building spoil, protective coverings and return site ready for occupation and use.

\$1,796.88

REDUNDANT AIR-CONDITIONER PENETRATIONS

Allowance to remove silicone and all residue laitance from the redundant air-conditioner penetration to expose masonry substrate.

Allowance to patch the render to the redundant air-conditioner penetrations to equal the thickness and texture of the surrounding render.

(Rendering Minimum Charge)

Allowance to feather render into existing using coarse and fine materials. Clean off and prepare the surface for refinishing.

Allowance to paint the wall surface with an elastomeric coating system such as Ardex WPM 310, Emer clad Facade or similar to the nearest architectural breaks in colours matching existing scheme of the building as close as practicable. Install in accordance with the manufacturer's installation instructions. DISCLAIMER: Moving forward, the exterior painting schedule would be advantageous.

\$2,400.00

MASONRY BALUSTRADE ARTICULATION JOINT DETAILING

Express the masonry surface in line with the vertical cracking in order to create a gap (8mm – 10mm) to allow for sealant to be applied into the penetration and to allow provision for articulation.

Thoroughly clean the surface finish of any moisture or dust and prime the surfaces with Sika Primer 11 or similar in accordance with the selected sealant manufacturers specifications as to allow for complete connection of the selected sealant.

Mask up both sides of the junction and fit a firm backing rod, set back approximately 4mm – 5mm from the face of the masonry wall. Apply a flexible exterior grade sealant such as Sika FC-11 or similar, ensuring penetration into the joint is achieved. Smooth off sealant with a small finishing tool to achieve a smooth and weatherproof joint. Remove all masking tape once joint has been smoothed off. Apply sealant in accordance with the manufacturer's installation instructions.

Allowance to paint the wall surface with an elastomeric coating system such as Ardex WPM 310, Emer clad Facade or similar to the nearest architectural breaks in colours matching existing scheme of the building as close as practicable. Install in accordance with the manufacturer's installation instructions. Moving forward, the exterior painting schedule would be advantageous.

Allowance to conduct a trade clean-up of the work area, remove all building spoil, protective coverings and return site ready for occupation and use.

\$3,940.01

BASEMENT GARAGE NEGATIVE WATERPROOFING COATING

All surfaces to be treated must be structurally sound and existing coatings, adhesives, efflorescence should be removed to achieve maximum bond strength and resistance to hydrostatic pressure.

By way of mechanical methods and vacuum cleaning as necessary, remove all dirt, dust, curing compounds, oils, grease, surface sealers, and any other contaminants prior to application. Prepare basement garage surface to leave sound, clean, free from sharp edges, loose or other materials which may damage the subsequent coating, membrane, or levelling compound.

All masonry substrates with surface imperfections such as divots, or other minor surface irregularities must be repaired accordingly prior to application of ARDEX WPM 300 (HydrEpoxy). Refer to the manufacturer's repair instructions.

Allowance to apply Ardex WPM 300 two-part, water-based epoxy moisture barrier by roller ensuring the material is worked into the prepared surface and to achieve required coverage. Two-coats are required for a moisture barrier against efflorescence leaching to the negative side. Installation of Ardex WPM 300 will be in strict accordance with the manufacturer's installation instructions to achieve the desired results.

NOTE - Overcoating of Ardex WPM 300 is generally not required. Ardex WPM 300 comes in a grey or black finish and provides a semi-gloss sheen when applied which with age turns to a matte finish. (Finish to be selected by E/C)

On completion, conduct a trade clean-up of the work area, remove all building spoil, protective coverings and return site ready for occupation and use.

\$4,931.25

EXCLUSIONS

Any additional works & item/s not listed on scope of works.

No allowance for structural alterations.

Quote is pending on-site electrical power and water services available for trades.

Works to be conducted during business hours of 7am-6pm

Quote and works conducted to be in full adherence with Peak Consulting report, scope of works and applicable Australian Standards:

- AS/NZS 2311:2017
- AS/NZS 3700:2018
- AS 3958:2023
- AS 3740:2021
- AS 3600:2018

No allowance or liability for waterproofing tiled stairway riser tile replacement as per engineer/consultant report.

\$0.00

HOW / BWI - HOME OWNERS WARRANTY INSURANCE

Allowance to provide HOW/BWI Insurance (Home Owners Warranty Insurance / Builders Warranty Insurance) as per ACT regulation for works over \$12,000 +GST

\$822.80

DISCLAIMER

Johns Lyng Strata Services is a subsidiary of Johns Lyng Group Ltd and its associated companies, which are associated companies of Bright & Duggan. Whilst we maintain separate identities and operations, this association serves to strengthen our collective capabilities and dedication to understand your maintenance needs and provide you with the best possible solutions. This ensures that you are fully informed and can make the best decisions based on accurate and complete information. Bright & Duggan is committed to upholding the highest standards of integrity and professionalism in our relationship with you, our valued client. We assure you that our commitment to quality, ethics, and client satisfaction remains of paramount importance to both Bright & Duggan and Johns Lyng Strata Services

\$0.00

Totals

Totals

Sub Total \$23,065.15

GST \$2,306.52

Total \$25,371.67



australia's strata leader

Minutes of

Strata Committee Meeting

To The Owners of Unit Plan No 3415

51 Ainsworth Street, MAWSON, ACT, 2607



Meeting Date:	Friday 6 June 2025
Address:	Online only
Present:	Toomas Mirlieb (Lot 4) Electronic vote Mr Oleksandr Demianenko (Lot 5) Paper vote Pauline Groeger (Lot 8) Paper vote Ms C Cheong (Lot 10) Electronic vote
In attendance:	Drucilla Oliver Bright & Duggan

1. Insurance Renewal

That the Strata Committee resolves, pursuant to Section 100 of the Unit Titles (Management) Act 2011, to enter into a contract of insurance to insure and keep insured, the building if it is destroyed or damaged by any occurrence specified in the policy. Further, in accordance with the resolution passed at the last Annual General Meeting, the Strata Committee for 3415 EUCA approve to renew the insurance period 7th of June 2025 to 7th of December 2025 with one (1) of the following alternatives as per the renewal documentation attached to this notice. The first alternative policy terms are those as recommended by the insurance broker.

Please Note: To ensure the Scheme remains insured at all times and following advice from the appointed Broker, unless instructed otherwise prior to 10:00am on 4th of June 2025 we will process the renewal with the recommended insurer Strata Unit Underwriters for the premium of \$8,518.69 including GST.

Due to the time restrictions and importance of having the Scheme correctly covered by insurance, the insurance policy will be renewed with the recommended insurer prior to the expiry date if a Committee resolution has not been reached, the motion is Defeated or Lost & no other written instructions have been provided by the Committee.

Please see the summary table below and refer to the Broker's Advice for a detailed analysis:

Insurer	Building Sum Insured	Property Excess	Period of Insurance	Total Insurance Costs Payable
Strata Unit Underwriters	\$ 5,989,134	\$ 2,500	6 Months	\$ 8,518.69
Insurance Investment Solutions	\$ 5,989,134	\$ 2,500	12 Months	\$ 16,673.41
Axis Underwriting Services	Declined to provide a quotation due to the outstanding defects			
CHU Underwriting Agencies				
Longitude Insurance				
QUS				
CHUBB Insurance	Chubb Insurance unable to quote due to total sum insured is below their minimum limit of \$ 25,000,000.			
Flex Insurance	Approached, however did not provide a response If CIB receives a response from the insurer, we will provide an update your Strata Manager			
Strata Community Insurance				

In line with the Strata Community Association Best Practice Guide on Insurance Disclosure, developed based on Strata insurance renewals: standard practice, Trowbridge, John. (2022) Independent Review of Strata Insurance Practices – Phase 1, we advise the following in relation to the total Insurance Premium payable.

INSURANCE DISCLOSURES AND PREMIUM BREAKDOWN

	Current Insurance Costs	Strata Unit Underwriters	Insurance Investment Solutions
Building Sum Insured	\$ 5,989,134	\$ 6,049,025	\$ 5,989,134
Base Premium (includes commission if applicable)	\$ 6,833.68	\$ 7,014.99	\$ 11,363.58
ESL or FSL* (Government Levies)	\$ 0.00	\$ 0.00	\$ 0.00
Stamp Duty	\$ 0.00	\$ 0.00	\$ 0.00
Underwriting Agency Fee	\$ 275.00	\$ 275.00	\$ 385.00
Broker Fee	\$ 395.00	\$ 454.25	\$ 3,409.07
GST** All Items	\$ 750.41	\$ 774.45	\$ 1,515.76
Total Insurance Cost** (Incl GST)	\$ 8,254.09	\$ 8,518.69	\$ 16,673.41
Commission ** (Included in Base Premium)	\$ 1,366.74	\$ 1,403.00	\$ 0.00
Allocation of remuneration			
Strata Manager** (ex GST)	\$ 1,298.40	\$ 1,332.85	\$ 2,272.83
Broker** (ex GST)	\$ 68.34	\$ 524.40	\$ 1,136.24
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.		
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times.		
	Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd		
Total Insurance Remuneration** (ex GST)	\$ 1,366.74	\$ 1,857.25	\$ 3,409.07

*ESL - Emergency Services Levy, FSL - Fire Services Levy, GST - Goods & Services Tax

** Please note the final insurance costs payable may be subject to minor rounding variances of up to \$1.00. This variance is due to standard rounding processes applied during the calculations for GST, Fees and Government Duties.

1.1 Insurance Renewal Insurer Alternative 1

That the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 3415 EUCA approve the recommended insurer **Strata Unit Underwriters with a total premium payable of \$8,518.69 including GST (6-Month Policy).**

Motion DEFEATED.

VOTES

FOR : 1

AGAINST: 3

ABSTAINED: 0

1.2 Insurance Renewal Insurer Alternative 2

Resolved that the Strata Committee acknowledges receipt of the Insurance Renewal Submission from the appointed Insurance Broker and the attached Financial Services Guide, and under the authority of the relevant legislation, the Strata Committee for 3415 EUCA approve the insurer **Insurance Investment Solutions with a total premium payable of \$16,673.41 including GST (12-Month Policy).**

Motion CARRIED.

VOTES

FOR : 3

AGAINST: 1

ABSTAINED: 0

Bright & Duggan Pty Ltd
Managing Agents for Unit Plan No 3415

DocMax Documents

File Name	Id	Added Date	Action Date	Building Number	Lot	Categories
000A85A4.pdf	689572	18/06/2025	18/06/2025	3415		*Insurance, *Minutes
000A33D1.pdf	668625	4/03/2025	4/03/2025	3415		*Minutes
0009F1EE.pdf	651758	3/12/2024	4/12/2024	3415		*Insurance, *Minutes
00092725.pdf	599845	20/03/2024	21/03/2024	3415		*Minutes

Status	Title	Description	Account Manager
Finalised	Minutes of SCM 250606		Melissa Li
Finalised	Minutes of AGM 250219		Melissa Li
Finalised	Minutes of SCM 241203		Melissa Li
Finalised	Minutes of AGM 240307		Melissa Li

Added By

khiradi.mahanandia
maxsoft
Saba.Taqi
maxsoft

Search Words

StrataVote, System Prefill
System Prefill
System Prefill
System Prefill



Bright&Duggan
Strata Management

ACT | customercare@bright-duggan.com.au | bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585 | P 02 6156 3305
ABN 96 144 703 435

Proudly owned by Bright & Duggan Group, a subsidiary of Johns Lyng Group

27 January 2026

Units Plan No. 3415
Not registered for GST

ABN: 87 324 014 018

Infotrack
GPO Box 4029
SYDNEY NSW 2001

Ref

Re	Lot	1	Units Plan No. 3415
Fee	342.00		Paid

Should you require an updated Certificate or information the cost is \$154.00

We have included the below payment method for settlement payments only. Do not use to pay the certificate fee.

BSB 067-970
StrataPay Ref 136977394

Biller Code 74625
StrataPay Ref 136977394

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

The Owners - Units Plan No. 3415

Unit No: 1

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

Entitlements

Unit Entitlement: **101**
Total Building Entitlements: **1,000**

Managing Agent

Name and address of manager (if any) appointed under Section 50 is: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Corporation's records can be inspected at

Address: **Bright & Duggan (ACT) Pty Ltd**
PO Box 281
CROWS NEST NSW 1585

Contact Phone Number: **02 6156 3305**

Members of Corporation's executive committee

Office	Name	Address
Chairperson		
Secretary		
Treasurer		
Committee	Pauline Groeger	PO Box 5514 KINGSTON ACT 2604
	Toomas Mirlieb	PO Box 5039 GARRAN ACT 2605
	Mr Oleksandr Demianenko	5/51 Ainsworth Street MAWSON ACT 2607

Funds Details

Contributions payable to Administration Fund:

Total amount last determined with respect of the unit **\$3,535.00**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	883.75	01/04/25	11/03/25	0.00	01/04/25
01/07/25 to 30/09/25	883.75	01/07/25	29/05/25	0.00	01/07/25
01/10/25 to 31/12/25	883.75	01/10/25	02/09/25	0.00	01/10/25
01/01/26 to 31/03/26	883.75	01/01/26	16/12/25	0.00	01/01/26

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

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

Paid to **31/03/26**

Special contributions payable to Administration Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Contributions payable to Sinking Fund:

Total amount last determined with respect of the unit **\$1,073.72**

Number of instalments payable **4**

Instalment Details:-

Period	Amount	Due Date	Date Paid	Discount	If Paid By
01/04/25 to 30/06/25	268.43	01/04/25	11/03/25	0.00	01/04/25
01/07/25 to 30/09/25	268.43	01/07/25	29/05/25	0.00	01/07/25
01/10/25 to 31/12/25	268.43	01/10/25	02/09/25	0.00	01/10/25
01/01/26 to 31/03/26	268.43	01/01/26	16/12/25	0.00	01/01/26

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

Paid to **31/03/26**

Special contributions payable to Sinking Fund:

Purpose	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Other Levies

Purpose	Period	Amount	Due Date	Date Paid	Discount	If Paid By
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Amount (if any) outstanding (credit shown with -) **Nil**

Other amounts owing

Purpose	Fund	Amount	Interest Owing Due Date	Amount Due
Rate of interest payable		10.00 per cent		Nil

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

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

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Insurance Policies

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Due Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> Insurance Investment Solutions	ISRSC/0004902	5,989,134.00	07/06/26	19/06/25	16,673.41
<i>PUBLIC LIABILITY</i> Insurance Investment Solutions	ISRSC/0004902	20,000,000.00	07/06/26	19/06/25	Included
<i>COMMON AREA CONTENTS</i> Insurance Investment Solutions	ISRSC/0004902	59,891.00	07/06/26	19/06/25	Included
<i>LOSS OF RENT</i> Insurance Investment Solutions	ISRSC/0004902	898,370.00	07/06/26	19/06/25	Included
<i>FIDELITY GUARANTEE</i> Insurance Investment Solutions	ISRSC/0004902	100,000.00	07/06/26	19/06/25	Included
<i>WORKERS COMPENSATION</i> CGU Insurance	O/22-2231	As per the Act	07/06/26	18/12/25	279.95
<i>VOLUNTARY WORKERS</i> Insurance Investment Solutions	ISRSC/0004902	200,000/2,000	07/06/26	19/06/25	Included
<i>OFFICE BEARERS</i> Insurance Investment Solutions	ISRSC/0004902	1,000,000.00	07/06/26	19/06/25	Included
<i>MACHINERY BREAKDOWN</i> Insurance Investment Solutions	ISRSC/0004902	100,000.00	07/06/26	19/06/25	Included
<i>CATASTROPHE</i> Insurance Investment Solutions	ISRSC/0004902	898,370.00	07/06/26	19/06/25	Included
<i>GOVERNMENT AUDIT COS</i> Insurance Investment Solutions	ISRSC/0004902	30,000.00	07/06/26	19/06/25	Included
<i>WH&S APPEAL EXPENSES</i> Insurance Investment Solutions	ISRSC/0004902	150,000.00	07/06/26	19/06/25	Included
<i>LEGAL EXPENSES</i> Insurance Investment Solutions	ISRSC/0004902	50,000.00	07/06/26	19/06/25	Included
<i>LOT OWNERS IMPROVEME</i> Insurance Investment Solutions	ISRSC/0004902	Insured	07/06/26	19/06/25	Included
<i>FLOATING FLOORS</i> Insurance Investment Solutions	ISRSC/0004902	Insured	07/06/26	19/06/25	Included

Fund Balances

Balances as at: 27 January 2026

Administrative Fund	12,407.16
Sinking Fund	179,917.02

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Developer Control Period

Developer Control Period Expiry Date: 21 December 2019

Borrowed Money

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

N

Sustainability Infrastructure

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

N

Crown Lease Extension Application

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

N - Due Date: 23/10/2068

Ongoing Development Approval

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

Every units plan will be impacted by a development approval at its inception and on an ongoing basis. Conditions of any development approval must be taken into account when unit owners or the owners corporation seek to make changes to units or the units plan.

Any proposed works on a unit or the common property may require owners corporation and/or approval from the planning and land authority (ACT Government). We recommend you contact Access Canberra to request a copy/copies of relevant development approvals. An e-mail may be sent to acepdcustomerservices@act.gov.au to make this request.

It is beyond the capacity of the owners corporation/strata manager for the purposes of this certificate to provide all development approvals that may impact the units plan.

UNIT TITLE SALE CERTIFICATE

Section 119 (1) (a)

Units Plan No. 3415 - Unit 1

Embedded Network

If any of the utility services within the units plan are a part of an embedded network

(i) Which utility service the embedded network applies to

(ii) The name of the embedded network provider

That the execution of documents is delegated to the managing agent for the Owners Corporation. Bright & Duggan (ACT) is authorised by Owners Corporation to sign all document on behalf of the Owners Corporation.

Dated at Canberra the **27 January 2026**



UP 3415 Rules

Euca – 51 Ainsworth Street, MAWSON, ACT

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 obtained in an ordinary resolution of the Executive Committee or (if the Executive Committee is unable to come to a resolution, then) a special resolution of the Owners Corporation; 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.

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) Residents, their guests should be considerate of other occupants and keep loud noise to a minimum. Any noise which is intrusive, including but not limited to loud music and television, shouting, screeching of brakes, revving of engines, slamming of unit and block doors and using car horns unnecessarily is prohibited.

- (3) 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.
- (4) Permission may be given subject to stated conditions.
- (5) Permission may be withdrawn by special resolution of the owners corporation.

1.11 - Illegal use of unit

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

1.12 - What may an executive committee representative do?

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

executive committee representative means a person authorised, in writing, by the executive committee under rule 1.12 (4).

1.13 - Seal of the Owners Corporation

- (1) For the attaching of the seal of the owners corporation to a document to be effective—
 - (a) the seal must be attached by decision of the executive committee; and
Note Executive committee decisions must be made by majority vote,
or
by unanimous vote if there are only 2 members of the committee
(see sch 2, s 2.10).
 - (b) the seal must be attached in the presence of 2 executive members; and
 - (c) the executive members witnessing the attaching of the seal must sign the document as witnesses.

- (d) the Managing Agent may affix seal in the following instances –
- i. reduced quorum meetings notices;
 - ii. Rules registration documents;
 - iii. notice of change of address for service of documents for an Owners Corporation at the Land Titles Office; and
 - iv. certifications under Section 119 of the Act by the Managing Agent of the Owners Corporation.

1.14 - Recovery of Costs

- (1) If the owners corporation incurs costs relating to the actions of a unit owner the owner shall be liable to pay the owners corporation these costs (for example, insurance excess costs where the claim relates to a maintenance matter within an individual Unit).
- (2) The unit owner agrees that any monies which are payable pursuant to subclause (1) shall be a debt enforceable by the owners corporation against the unit owner.
- (3) The costs payable in accordance with subclause (1) shall only be such costs which can be evidenced by written invoice as payable by the owners corporation.

1.15 – Garbage

- (1) The garbage hopper shall be used for domestic waste only, house hold furniture/electrical appliances are not to be placed in hopper bay area or bins.
- (2) Only paper, cardboard, bottles and cans shall be placed in the recycle hopper bins provided for that purpose respectively.
- (3) All rubbish shall be wrapped securely in garbage bas before placement in the general rubbish hopper and no material shall be left on the floor of the garbage building (corrugated cardboard, e.g. pizza boxes, beer cans are not recyclable). Glass bottles are to be removed from plastic bags when deposited.

1.16 - Balconies

- (1) Balconies and courtyards may only have in public view appropriate furniture and plants.
- (2) No clotheslines structure or ropes shall be installed on balconies or courtyards
- (3) Inappropriate items such as, but not limited to, laundry, bicycles, garbage containers shall not be visible on balconies.

1.17– Parking

- (1) Residents should park their cars in their Unit’s allocated parking space only
- (2) Cars must not be parked on concrete driveway, on garden beds or grassed areas, or in any position where they may cause an obstruction to others.

- (3) Cars must not drive on the grassed areas. Please be aware of the corners of the grassed areas.
- (4) Visitor parking spaces are for visitors and guests convenience and shall not be used by residents for long-term parking.
- (5) In the interest of safety, children are not permitted to ride cycles or play games on the common property driveways.
- (6) Drivers are asked to keep to a 10kph speed limit within the unit plan's premises.

**Owners Corporation managing Agents
Bright & Duggan ACT
27 Torrens Street
BRADDON ACT 2602**

Tel: 02 6156 3305

Email: customercare@bright-duggan.com.au

Office Hours: Monday to Friday 8.30 am to 5.00 pm

In the event of a common property emergency outside office hours, please contact our after-hours trade services on 1300 092 863.

You will need to provide the Unit Plan number 3415. Address and any other information requested.

Complaints

A resident wishing to report an infringement of these rules, that cannot be resolved personally, should report the matter in writing to the abovementioned address quoting Units Plan 3415.

Please note that the Owners Corporation can only act if the complaint is in writing. Complaints should provide evidence which can identify the offender, or their unit number, as well as the time, date and nature of the offence.

THANKING YOU ALL FOR YOUR COOPERATION IN ADHERING TO THESE RULES.

DocMax Documents

File Name	Id	Added Date	Action Date	Building Number	Lot	Categories
000A85A4.pdf	689572	18/06/2025	18/06/2025	3415		*Insurance, *Minutes
000A33D1.pdf	668625	4/03/2025	4/03/2025	3415		*Minutes
0009F1EE.pdf	651758	3/12/2024	4/12/2024	3415		*Insurance, *Minutes
00092725.pdf	599845	20/03/2024	21/03/2024	3415		*Minutes

Status	Title	Description	Account Manager
Finalised	Minutes of SCM 250606		Melissa Li
Finalised	Minutes of AGM 250219		Melissa Li
Finalised	Minutes of SCM 241203		Melissa Li
Finalised	Minutes of AGM 240307		Melissa Li

Added By

khiradi.mahanandia
maxsoft
Saba.Taqi
maxsoft

Search Words

StrataVote, System Prefill
System Prefill
System Prefill
System Prefill

If a home was built before 1990 it may contain dangerous asbestos material

Identify where asbestos materials might be. Five common places are:

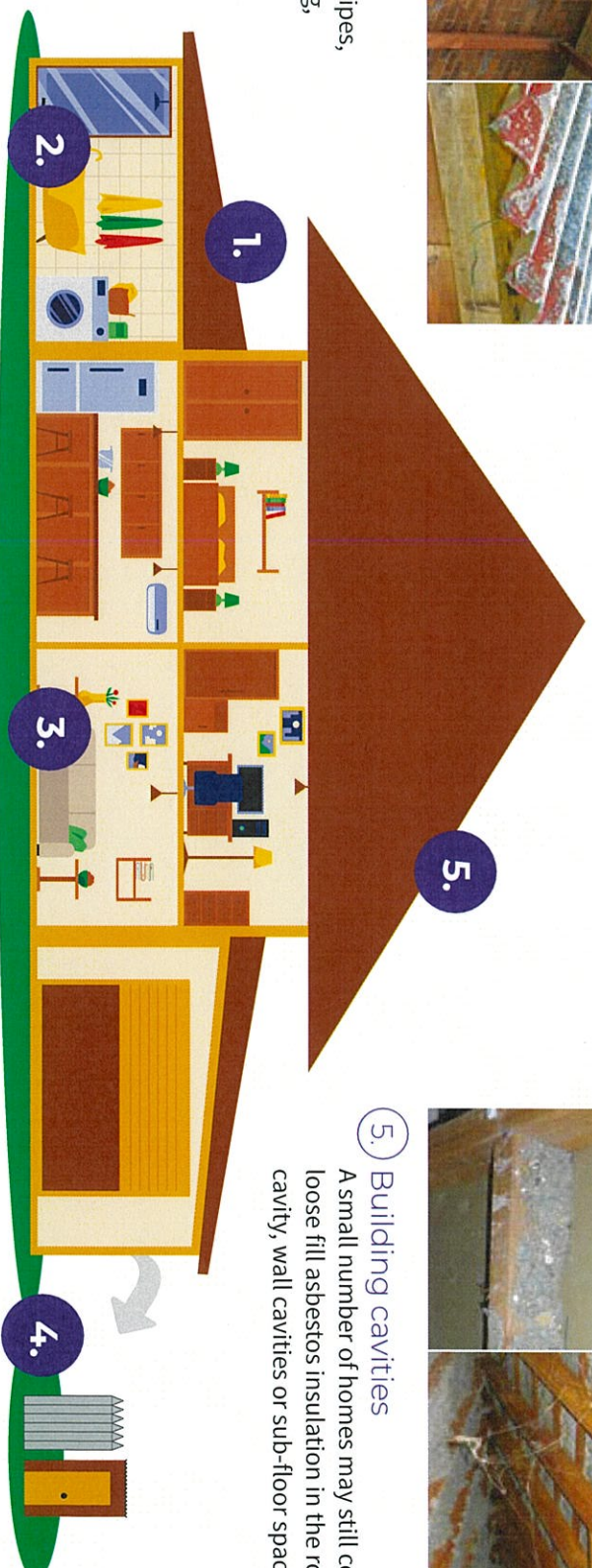


1. Exterior
roof sheathing, gutters, downpipes,
ridge capping, eaves, cladding,
electrical switchboards

5.



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.

Energy Efficiency Report



FirstRate Report



YOUR HOUSE ENERGY RATING IS: ★★☆☆

4 STARS

in Climate: 24

SCORE:

-9 POINTS

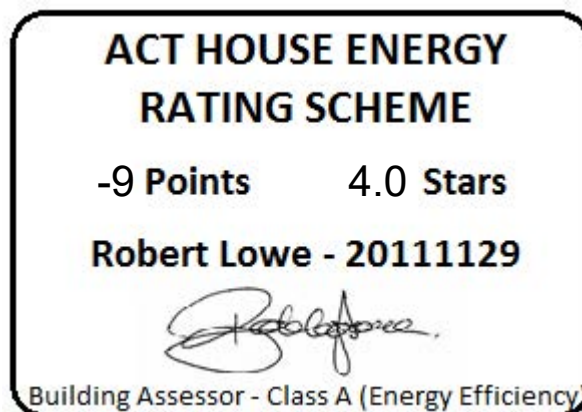
Name: Nolan

Ref No: 67875

House Title: Unit 1 Block 35 Section 13 MAWSON

Date: 29-01-2026

Address: 1/51 Ainsworth Street, Mawson ACT 2607

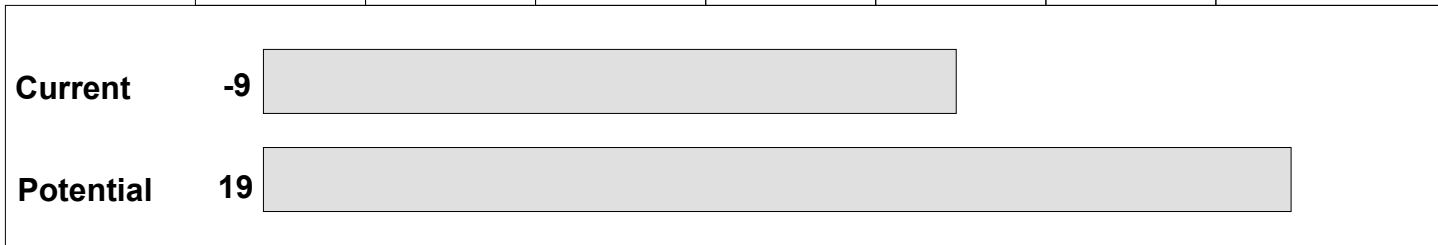


This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

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



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 & Pelmets	25
Seal Internal Doors	3

ORIENTATION

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

Current Rating	-9	★★★★
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Largest windows in the dwelling;

Direction : East

Area : 10 m²

The table below shows the total score for the dwelling when these windows face the direction indicated.

Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.

ORIENTATION	POINT SCORE	STAR RATING
1. East	-8	★★★★
2. South East	-7	★★★★
3. South	3	★★★★☆
4. South West	1	★★★★☆
5. West	-5	★★★★
6. North West	-4	★★★★
7. North	6	★★★★★
8. North East	-1	★★★★☆

FirstRate Mode
Climate: 24

RATING SUMMARY for: Unit 1 Block 35 Section 13 MAWSON, 1/51 Ainsworth Street, Mawson ACT 2607

Assessor's Name:

Net Conditioned Floor Area: 63.4 m²

Feature		Points				
		Winter	Summer	Total		
CEILING		12	0	12		
Surface Area:	5	Insulation:	9			
WALL		-1	-2	-3		
Surface Area:	-5	Insulation:	6	Mass: -3		
FLOOR		9	1	10		
Surface Area:	8	Insulation:	-6	Mass: 8		
AIR LEAKAGE (Percentage of score shown for each element)		5	0	4		
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	37 %			
Exhaust Fans	0 %	Doors	48 %			
Down Lights	0 %	Gaps (around frames)	15 %			
DESIGN FEATURES		0	1	1		
Cross Ventilation	1					
ROOF GLAZING		0	0	0		
Winter Gain	0	Winter Loss	0			
WINDOWS		-21	-39	-60		
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
N	1	1%	-2	1	0	-1
E	10	17%	-33	26	-16	-23
S	3	4%	-9	4	-2	-8
W	10	16%	-28	20	-20	-28
Total	24	38%	-72	51	-39	-60

* 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 0 points

		Winter	Summer	Total
RATING	★★★★	4	-39	-9*

* includes 26 points from Area Adjustment

Detailed House Data

House Details

ClientName Nolan
HouseTitle Unit 1 Block 35 Section 13 MAWSON
StreetAddress 1/51 Ainsworth Street, Mawson ACT 2607
FileCreated 29-01-2026
Comments

Climate Details

State
Town
Postcode 0
Zone 24

Floor Details

<u>ID</u>	<u>Construction</u>	<u>Sub Floor</u>	<u>Upper</u>	<u>Shared</u>	<u>Foil</u>	<u>Carpet</u>	<u>Ins RValue</u>	<u>Area</u>
1	Concrete Slab on ground	No Subfloor	No	No	No	Carp	R0.0	27.5m ²
2	Concrete Slab on ground	No Subfloor	No	No	No	Tiles	R0.0	4.9m ²
3	Timber	NA	Yes	No	No	No	R0.0	32.8m ²
4	Timber	Open	No	No	No	No	R0.0	3.8m ²

Wall Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Ins RValue</u>	<u>Length</u>	<u>Height</u>
1	Brick Veneer	No	R2.0	3.3m	2.7m
2	Brick Veneer	No	R2.0	2.3m	2.4m
3	Framed: FC Sheet Clad	No	R2.0	6.4m	2.7m
4	Framed: FC Sheet Clad	No	R2.0	5.4m	2.4m
5	Framed: FC Sheet Clad	Yes	R2.0	3.0m	2.7m
6	Brick Veneer	No	R2.0	5.6m	2.4m
7	Framed: FC Sheet Clad	No	R2.0	11.8m	2.4m
8	Framed: FC Sheet Clad	Yes	R2.0	3.7m	2.4m

Ceiling Details

<u>ID</u>	<u>Construction</u>	<u>Shared</u>	<u>Foil</u>	<u>Ins RValue</u>	<u>Area</u>
1	Attic - Low Ventilation	No	Yes	R5.0	36.6m ²

Window Details

<u>ID</u>	<u>Dir</u>	<u>Height</u>	<u>Width</u>	<u>Utility</u>	<u>Glass</u>	<u>Frame</u>	<u>Curtain</u>	<u>Blind</u>	<u>Fixed & Adj Eave</u>	<u>Fixed Eave</u>	<u>Head to Eave</u>
1	E	2.3m	0.9m	No	SG	ALIMPR	VE	No	0.5m	0.5m	0.2m
2	E	2.3m	0.9m	No	SG	ALIMPR	VE	No	0.5m	0.5m	0.2m
3	S	1.2m	0.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
4	W	1.2m	0.6m	No	SG	ALIMPR	VE	No	0.0m	0.0m	0.0m
5	W	2.0m	1.8m	No	SG	ALIMPR	CW	No	0.5m	0.5m	0.2m
6	W	1.0m	0.9m	No	SG	ALIMPR	VE	No	0.5m	0.5m	0.2m
7	W	1.2m	0.6m	Yes	SGT	ALIMPR	VE	No	0.5m	0.5m	0.2m
8	E	0.3m	0.8m	No	SG	TIMB	NC	No	0.5m	0.5m	0.2m
9	E	3.4m	0.6m	No	SGT	ALIMPR	NC	No	1.2m	1.2m	0.8m
10	N	1.5m	0.4m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
11	E	1.5m	0.9m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
12	E	1.5m	0.9m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
13	E	1.5m	0.9m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
14	S	1.5m	0.9m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
15	S	1.2m	0.6m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
16	W	1.5m	0.6m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
17	W	1.5m	1.5m	No	SG	ALIMPR	VE	No	0.6m	0.6m	0.8m
18	W	1.5m	0.6m	Yes	SGT	ALIMPR	NC	No	0.6m	0.6m	0.8m

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>
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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

Christopher James Nolan
1/51 Ainsworth St
MAWSON ACT 2607
AUSTRALIA

Invoice Date
27 Jan 2026

Invoice Number
INV-67875

ABN
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			TOTAL AUD	425.00

Due Date: 5 Feb 2026

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](#)



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Christopher James Nolan
1/51 Ainsworth St
MAWSON ACT 2607
AUSTRALIA

Payment Date
28 Jan 2026

Sent Date
29 Jan 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
-----------------------	---------------

Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
27 Jan 2026	INV-67875	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00



**ACT
PROPERTY
INSPECTIONS**

RECEIPT

Christopher James Nolan
1/51 Ainsworth St
MAWSON ACT 2607
AUSTRALIA

Payment Date
28 Jan 2026

Sent Date
29 Jan 2026

ABN:
33 600 397 466

ACT Property Inspections
(02) 6232 4540
Unit 1, 33 Altree Ct
PHILLIP ACT 2606
ABN: 33 600 397 466

Total AUD paid	425.00
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Invoice Date	Reference	Payment Reference	Invoice Total	Amount Paid	Still Owing
27 Jan 2026	INV-67875	Payment	425.00	425.00	0.00
			Total AUD	425.00	0.00
