

### Schedule

Land	The unexpired term of the Lease	Unit	UP No.	Block	Section	Division/District
		15	4464	8	20	Braddon
and known as 15/40 Mort Street, Braddon						
Seller	Full name	Small Shall Pty Ltd				
	ACN/ABN	621 256 068				
	Address	5/40 Mort Street, Braddon, ACT 2612				
Seller Solicitor	Firm	Marjason & Marjason Solicitors				
	Email	info@marjason.com.au				
	Phone	02 6147 1600	Ref AH:266873			
	DX/Address	PO Box 598, Queanbeyan NSW 2620				
Stakeholder	Name	Hive Property Sales Trust Account				
Seller Agent	Firm	Hive Property Canberra				
	Email	hello@hiveproperty.co				
	Phone	(02) 6182 1802	Ref Bree Prince			
	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				
Goods	Description	Window treatments, built in wardrobes, dishwasher, fixed floor coverings, light fittings, rangehood, stove				
Date for Registration of Units Plan	NA					
Date for Completion	On or before 30 days from exchange					
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 type="checkbox"/> No		<input type="checkbox"/> Yes	
	Potential residential land?		<input type="checkbox"/> No		<input type="checkbox"/> Yes	
	Buyer required to make a withholding payment?		<input 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.

<b>Supplier</b>	Name			
	ABN		Phone	
	Business address			
	Email			
<b>Residential Withholding Tax</b>	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)

- 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.
- 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.
- 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

- The Lease may be affected by the *Residential Tenancies Act 1997 (ACT)* or the *Leases (Commercial & Retail) Act 2001 (ACT)*.
- If a consent to transfer is required by law, see clause 4 as to the obligations of the parties.
- 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.
- 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.
- There are serious risks to a Buyer releasing the Deposit before Completion. The Buyer should take legal advice before agreeing to release the Deposit.
- The Buyer should consider the application of the Territory Plan and other planning and heritage issues before signing this Contract.
- 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.**

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

### 1. Definitions and Interpretation

- 1.1 Definitions appear in the Schedule and as follows:

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

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

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

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

**Balance of the Price** means the Price less the Deposit;

**Breach of Covenant** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covenant** includes a restrictive covenant;

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

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

**Deposit** means the deposit forming part of the Price;

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

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

**Development** has the meaning in the Planning Act;

**Development Statement** has the meaning in the Unit Titles Act;

**Disclosure Statement** has the meaning in the Property Act;

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

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

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

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

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

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

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

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

**Income** includes the rents and profits derived from the Property;

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

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

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

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

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

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

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

**Legislation Act** means the *Legislation Act 2001*;

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

**Lot** has the meaning in the Community Title Act;

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

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

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

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

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

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

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

**Prescribed Building** has the meaning in the Building Act;

**Prescribed Terms** has the meaning in the Residential Tenancies Act;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 In this Contract:

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

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

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

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

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

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

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

## 2. Terms of payment

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

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

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

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

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

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

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

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

### 3. Title to the Lease

- 3.1 The Lease is or will before Completion be granted under the Planning Act.
- 3.2 The Lease is transferred subject to its provisions.
- 3.3 The title to the Lease is or will before Completion be registered under the Land Titles Act.
- 3.4 The title to the Lease must be transferred free from all Affecting Interests except as otherwise provided.
- 3.5 The Buyer cannot insist on any Affecting Interests being removed from the title to the Lease before Completion provided, on Completion, the Seller gives the Buyer any documents and registration fees necessary to remove the Affecting Interests.

### 4. Restrictions on transfer

- 4.1 The Lease is not subject to any restrictions on transfer other than any Restriction on Transfer.
- 4.2 If the Lease is subject to a Restriction on Transfer under the Planning Act due to non-compliance with the Building and Development Provision then this Contract is subject to the grant of the approval referred to in section 370 of the Planning Act. A Restriction on Transfer referring to "section 370" refers to this restriction.
- 4.3 If the Lease is a lease of the type referred to in section 279 of the Planning Act then this Contract is subject to the approval in accordance with the Planning Act. A Restriction on Transfer referring to "section 280" refers to this restriction.
- 4.3A If the Lease is subject to a Restriction on Transfer under section 306 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in sections 306 and 307 of the Planning Act. A Restriction on Transfer referring to "section 306" refers to this restriction.
- 4.3B If the Lease is subject to a Restriction on Transfer under section 351 of the Planning Act, then this Contract is subject to the grant of the approval mentioned in section 351 of the Planning Act. A Restriction on Transfer referring to "section 351" refers to this restriction. 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.

- 4.4 If the consent referred to in clauses 4.2, 4.3, 4.3A or 4.3B is not granted by the Date for Completion then either party may rescind this Contract (provided that the party seeking to rescind is not then in default) and clause 21 applies.

### 5. Particulars of title and submission of transfer

- 5.1 Unless clause 5.3 applies the Seller need not provide particulars of title.
- 5.2 No later than 7 days before the Date for Completion, the Buyer must give the Seller a transfer of the Lease in the form prescribed by the Land Titles Act, to be returned by the Seller to the Buyer on Completion in registrable form.
- 5.3 If the Seller is not the registered proprietor of the Lease at the Date of this Contract, the Seller must give to the Buyer no later than 14 days before the Date for Completion a copy of the instrument and any other documents necessary to enable the Seller to be registered as proprietor.

### 6. Buyer rights and limitations

- 6.1 If the Buyer establishes before Completion that except as disclosed in this Contract there is any Unapproved Structure on the Property, then the Buyer may:
  - 6.1.1 require the Seller to arrange for the Unapproved Structure to be approved before Completion; and
  - 6.1.2 if the Unapproved Structure is not approved before Completion, rescind or complete and sue the Seller for damages.
- 6.2 If the Buyer establishes, immediately before Completion, that, except as disclosed in this Contract:
  - 6.2.1 the Property is subject to an encumbrance other than the encumbrances shown on the title to the Lease; or
  - 6.2.2 the Buyer is not entitled to vacant possession, then the Buyer may either:
    - 6.2.3 rescind; or
    - 6.2.4 complete and sue the Seller for damages.
- 6.3 The Buyer is not entitled to make any requisitions on the title to the Property.
- 6.4 The Buyer cannot make a claim or objection or rescind or terminate in respect of:
  - 6.4.1 a Service for the Property being a joint service or passing through another property, or any Service for another property passing through the Property;
  - 6.4.2 a wall being or not being a party wall or the Property being affected by an

easement for support or not having the benefit of an easement for support;

- 6.4.3 any change in the Property due to fair wear and tear before Completion;
- 6.4.4 a promise, representation or statement about this Contract, the Property or the Lease, not made in this Contract;
- 6.4.5 any Breach of Covenant described in the Schedule or disclosed elsewhere in this Contract;
- 6.4.6 the ownership or location of any dividing fence;
- 6.4.7 the ownership of any fuel storage tank; and
- 6.4.8 anything disclosed in this Contract (except an Affecting Interest).

## 7. Seller warranties

- 7.1 The Seller warrants that at the Date of this Contract:
  - 7.1.1 the Seller will be able to complete at Completion;
  - 7.1.2 the Seller has no knowledge of any unsatisfied judgment, order or writ affecting the Property;
  - 7.1.3 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property; and
  - 7.1.4 the Seller is not aware of any material change in the matters disclosed in the Required Documents.
- 7.2 The Seller warrants that on Completion:
  - 7.2.1 the Seller will be or will be able to be the registered proprietor of the Lease and will own the rest of the Property free from any Affecting Interests;
  - 7.2.2 the Seller will have the capacity to complete;
  - 7.2.3 there will be no unsatisfied judgment, order or writ affecting the Property;
  - 7.2.4 the Seller has no knowledge of any current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property;
  - 7.2.5 the Seller is not aware of any encroachments by or upon the Property except as disclosed. This warranty does not extend to the location of any dividing fence;
  - 7.2.6 there will be no Breach of Covenant except as disclosed in this Contract; and
  - 7.2.7 unless disclosed in the Schedule or elsewhere in this Contract, the Lease is a

Non-Land Rent Lease and not a Land Rent Lease.

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

## 8. Adjustments

- 8.1 The Seller is entitled to the Income and is liable for all Land Charges up to and including Completion after which the Buyer will be entitled to the Income and liable for the Land Charges, provided the Seller will be liable for all land tax in respect of the Property if the 'Land Tax to be adjusted?' option on the Schedule is marked 'No'.
- 8.2 The parties must pay any adjustment of the Income and Land Charges calculated under clause 8.1 on Completion.
- 8.3 Any concessional Land Charges must be adjusted on the concessional amount of those Land Charges.
- 8.4 If any of the Land Charges have not been assessed on Completion, the Buyer will be entitled to retain in the Buyer Solicitor trust account from the Balance of the Price an amount sufficient to pay the Seller's proportion of those Land Charges.
- 8.5 Attached are copies of the relevant invoices for the cost of obtaining the Building and Compliance Inspection Report and Pest Inspection Report. The Buyer must pay to the Seller the cost of obtaining the Building and Compliance Inspection Report and the Pest Inspection Report as required by section 18 of the Sale of Residential Property Act on Completion.

## 9. Terms of possession

- 9.1 The Seller must give the Buyer vacant possession of the Property on Completion unless otherwise marked in the Schedule.
- 9.2 If the Property is sold subject to a tenancy, the Seller has:
  - 9.2.1 attached to this Contract a copy of the signed Tenancy Agreement; or
  - 9.2.2 completed the tenancy summary on page 2 of this Contract.
- 9.3 If the Property is sold subject to a tenancy:
  - 9.3.1 the Seller warrants that except as disclosed in this Contract:
    - (a) if applicable, the rental bond has been provided in accordance with the Residential Tenancies Act;
    - (b) if applicable, the Seller has complied with the Residential Tenancies Act;

- (c) if applicable, the Seller has no notice of any application by the tenant for the release of the rental bond;
- (d) no notices relating to the tenancy have been served on the Seller or any agent of the Seller or on the tenant other than as disclosed in this Contract and there are no outstanding claims or disputes with the tenant;
- (e) there is no unremedied breach of the Tenancy Agreement by the tenant or the Seller; and
- (f) if applicable, the Tenancy Agreement incorporates:
  - (i) the Prescribed Terms; and
  - (ii) any other terms approved by the Residential Tenancies Tribunal.

9.3.2 The Seller must hand to the Buyer on Completion:

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

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

## 10. Inspection and condition of Property

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

## 11. Inspection of building file

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

- 11.1.2 any notices issued by any authority in relation to the Land and Improvements.

## 12. Additional Seller obligations

- 12.1 Except for any Breach of Covenant disclosed in this Contract, the Seller must before Completion:
  - 12.1.1 comply with any notice issued by any authority before the Date of this Contract which requires work to be done or money to be spent on or in relation to the Property or the Lease;
  - 12.1.2 obtain approval for any Development conducted on the Land;
  - 12.1.3 comply with the Lease to the extent to which the Seller is required to comply up to Completion;
  - 12.1.4 comply with any obligations on the Seller in a registered restrictive covenant affecting the Lease; and
  - 12.1.5 give the Buyer notice of any material change (other than fair wear and tear) the Seller becomes aware of in the matters disclosed in the Required Documents, since the date of each of the relevant Required Documents.

## 13. Electronic transaction

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

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

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

**Conveyancing Transaction** has the meaning given in the Participation Rules;

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

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

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

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

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

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

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

**Electronic Workspace** has the meaning given in the Participation Rules;

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

**ELN** has the meaning given in the Participation Rules;

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

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

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

**Land Registry** has the meaning given in the Participation Rules;

**Lodgment Case** has the meaning given in the Participation Rules;

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

**Nominated ELN** means the ELN specified in the Schedule;

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

**Populate** means to complete data fields in the Electronic Workspace;

**Prescribed Requirement** has the meaning given in the Participation Rules;

**Subscribers** has the meaning given in the Participation Rules; and

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

13.2 This Conveyancing Transaction is to be conducted as an Electronic Transaction and this Contract is amended as required if:

13.2.1 this Contract says that it is an Electronic Transaction; or

13.2.2 the parties otherwise agree that it is to be conducted as an Electronic Transaction.

13.3 However, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.3.1 if the title to the Lease is not Electronically Tradeable or the transfer of the Lease is not eligible to be lodged electronically; or

13.3.2 if, at any time after the Effective Date, but at least 14 days before the Date for Completion, a party serves a notice on the other party stating a valid reason why it cannot be conducted as an Electronic Transaction.

13.4 If, because of clause 13.3.2, this Conveyancing Transaction is not to be conducted as an Electronic Transaction:

13.4.1 each party must:

(a) bear equally any disbursements or fees; and

(b) otherwise bear that party's own costs; incurred because this Conveyancing Transaction was to be conducted as an Electronic Transaction; and

13.4.2 if a party has paid all of a disbursement or fee which by reason of this clause, is to be borne equally by the parties, that amount must be adjusted on Completion.

13.5 If this Conveyancing Transaction is to be conducted as an Electronic Transaction:

13.5.1 to the extent that any other provision of this Contract is inconsistent with this clause, the provisions of this clause prevail and this Contract is amended to give full effect to the Electronic Transaction;

13.5.2 without limiting clause 13.5.1, clause 5.2 does not apply;

13.5.3 the parties must conduct the Electronic Transaction:

(a) in accordance with the Participation Rules and the ECNL; and

(b) using the Nominated ELN, unless the parties otherwise agree;

13.5.4 a party must pay the fees and charges payable by that party to the ELN and the

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

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

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

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

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

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

## 14. Off the plan purchase and Compliance Certificate

14.1 If the Lease contains a Building and Development Provision which has not been complied with at the Date of this Contract, and clause 4.2 does not apply:

14.1.1 where the Seller is obliged to construct Improvements by Completion, before the Date for Completion, the Seller must at the Seller's expense complete the construction of the Improvements promptly and in a good and workmanlike manner substantially in accordance with the proposed plan, specifications and inclusions list attached; and

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

## 15. Goods

15.1 The Seller gives no warranties as to the present state of repair of any of the Goods except as required by law.

15.2 The Goods are included in the Price.

15.3 The Seller warrants that the Goods are unencumbered and that the Seller has the right to sell them.

15.4 The Goods become the Buyer's property on Completion.

15.5 Except for fair wear and tear, the Seller must give the Goods to the Buyer on Completion in the same state of repair they are in at the Date of this Contract.

## 16. Errors and misdescriptions

16.1 If, before Completion, the Buyer becomes aware of an error in the description of the Property the Buyer may:

16.1.1 identify whether the error is material or not material, and ask the Seller to arrange for the error to be corrected before Completion; and

16.1.2 if the error is not corrected before Completion:

(a) for an error that is material — rescind this Contract, or complete this Contract and make a claim for compensation; and

(b) for an error that is not material — complete this Contract and make a claim for compensation.

16.2 This clause applies even if the Buyer did not take notice of or rely on anything in this Contract containing or giving rise to the error or misdescription.

16.3 The Buyer is not entitled to compensation to the extent the Buyer knew the true position before the Date of this Contract.

## 17. Compensation claims by Buyer

17.1 To make a claim for compensation (including a claim under clause 16) the Buyer must give notice to the Seller before Completion specifying the amount claimed and:

17.1.1 the Seller can rescind if in the case of a claim that is not a claim for delay:

(a) the total amount claimed exceeds 5% of the Price;

(b) the Seller gives notice to the Buyer of an intention to rescind; and

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

17.1.2 if the Seller does not rescind under clause 17.1.1, the parties must complete and:

(a) the lesser of the total amount claimed and 5% of the Price must be paid out of the Price to, and held by, the Stakeholder until the claim is finalised or lapses;

(b) the amount held is to be invested by the Stakeholder (at the risk of the party who becomes entitled to it) with an Australian bank in an interest-bearing account at call in the name of

the Stakeholder in trust for the Seller and the Buyer;

- (c) the claim must be finalised by an arbitrator appointed by the parties or, if an appointment is not made within 28 days of Completion, by an arbitrator appointed by the President of the Law Society of the Australian Capital Territory at the request of a party;
- (d) the decision of the arbitrator is final and binding;
- (e) the costs of the arbitration must be shared equally by the parties unless otherwise determined by the arbitrator. For clarity, the arbitrator has the power to award indemnity costs on a legal basis against either party;
- (f) the Buyer is not entitled, in respect of the claim, to more than the total amount claimed and the costs of the Buyer;
- (g) interest on the amount held, after deduction of all taxes and bank charges, Stakeholder administration fee and other similar charges and expenses, must be paid to the parties equally or as otherwise determined by the arbitrator; and
- (h) the claim lapses if the parties do not appoint an arbitrator and neither party asks the President of the Law Society of the Australian Capital Territory to appoint an arbitrator within 90 days after Completion and the amount held by the Stakeholder must be paid immediately to the Seller without any further authority being necessary.

## 18. Notice to Complete and Default Notice

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

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

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

## 19. Termination — Buyer default

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

\* Alter as necessary

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

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

## 20. Termination — Seller default

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

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

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

## 21. Rescission

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

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

## 22. Damages for delay in Completion

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

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

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

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

- 22.3 The parties agree that:

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

## 23. Foreign Buyer

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

- 23.2 This clause is an essential term.

## 24. GST

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

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

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

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

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

- 24.4.1 the parties agree the supply of the Property is the supply of a going concern;
- 24.4.2 the Seller must on Completion supply to the Buyer all of the things that are necessary for the continued operation of the enterprise;
- 24.4.3 the Seller must carry on the enterprise until Completion;
- 24.4.4 the Buyer warrants to the Seller that on Completion the Buyer will be registered or required to be registered; and
- 24.4.5 if for any reason (and despite clauses 24.1 and 24.4.1) the sale of the Property is not the supply of a going concern but is a taxable supply:
  - (a) the Buyer must pay to the Seller on demand the amount of any GST payable by the Seller in respect of the sale of the Property; and
  - (b) the Buyer indemnifies the Seller against any loss or expense incurred by the Seller in respect of that GST and any breach of clause 24.4.5(a).
- 24.5 If this Contract says the margin scheme applies:
  - 24.5.1 the Seller warrants that it can use the margin scheme; and
  - 24.5.2 the Buyer and Seller agree that the margin scheme is to apply,
 in respect of the sale of the Property.
- 24.6 If this Contract says the sale is a taxable supply, does not say the margin scheme applies to the sale of the Property, and the sale is in fact not a taxable supply, then the Seller must pay the Buyer on Completion an amount of one-eleventh of the Price.
- 24.7 Unless the margin scheme applies the Seller must, on Completion, give the Buyer a tax invoice for any taxable supply by the Seller by or under this Contract.

## 25. Power of attorney

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

## 26. Notices claims and authorities

- 26.1 Notices, claims and authorities required or authorised by this Contract must be in writing.
- 26.2 To serve a notice a party must:
  - 26.2.1 leave it at; or

- 26.2.2 send it by a method of post requiring acknowledgment of receipt by the addressee to,
  - the address of the person to be served as stated in the Schedule or as notified by that person to the other as that person's address for service under this Contract; or
- 26.2.3 serve it on that party's solicitor in any of the above ways; or
- 26.2.4 deliver it to an appropriate place in the facilities of a document exchange system in which the recipient solicitor has receiving facilities (and in the latter case service is deemed effected on the Business Day following delivery); or
- 26.2.5 transmit it by email to a party's solicitor to the email address for that solicitor as stated in the Schedule or as notified by that solicitor to the other solicitor as the email address for service under this Contract.
- 26.3 A party's solicitor may give a notice, claim or authority on behalf of that party.

## 27. Unit title

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

## 28. Definitions and Interpretation

- 28.1 A reference in these clauses 28 to 39 inclusive to a section or Part is a reference to a section or Part of the Unit Titles Management Act.
- 28.2 For the purposes of a claim for compensation pursuant to clause 39, the provisions of clause 17 will apply provided that clause 17.1.1(c) is amended to read "the Buyer does not give notice to the Seller waiving the claim, or so much of it as exceeds 5% of the Price within 14 days after receiving the notice".

## 29. Title to the Unit

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

## 30. Buyer rights limited

- 30.1 In addition to clause 6, the Buyer cannot make any requisition on title or make a claim for compensation in respect of any Breach of Covenant of the Unit Title, any breach of the

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

### 31. Adjustment of contribution

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

### 32. Inspection of Unit

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

### 33. Seller warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 34. Damage or destruction before Completion

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

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

### 35. Notice to Owners Corporation

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

### 36. Unit Title Certificate

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

### 37. Unregistered Units Plan

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

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

In this clause, a minor variation is any variation less than 5% to either the size or value of the Unit described in the plan attached.
- 37.6 After the Owners Corporation has been constituted under section 8, the Seller must cause the Owners Corporation to comply with the rules of the Owners Corporation and with Parts 2, 3, 4, 5 and 7 to the extent to which the Owners Corporation is required by law to comply with those provisions up to the Date for Completion.
- 37.7 The Seller must not permit the Owners Corporation to vary the rules of the Owners

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

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

### 38. Rescission of Contract

- 38.1 The Buyer may, by written notice given to the Seller, rescind this Contract if:
  - 38.1.1 there would be a breach of a warranty provided in any of clauses 33.1.1, 33.1.2, 33.1.3, 33.1.4 or 33.3, were this Contract completed at the time it is rescinded; or
  - 38.1.2 there would be a breach of a warranty provided in clause 37.10:
    - (a) were this Contract completed at the time it is rescinded; and
    - (b) the Buyer is significantly prejudiced by the breach,

and the breach does not relate to an amendment to the Development Statement that is an Excluded Change.
- 38.2 A notice must be given:
  - 38.2.1 under clause 38.1.1:
    - (a) if this Contract is entered before the Units Plan for the Unit is registered — not later than 3 days before the Buyer is required to complete this Contract; or
    - (b) in any other case — not later than 14 days after the later of the following happens:
      - (i) the Date of this Contract; and
      - (ii) another period agreed between the Buyer and Seller ends; or

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

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

## 39. Claims for compensation

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

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

39.2.1 tell the Seller:

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

39.2.2 claim compensation for the breach.

39.3 A notice under clause 39.2 must be given:

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

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

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

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

## 40. Community title

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

## 41. Definitions and Interpretation

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

## 42. Buyer rights limited

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

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

## 43. Adjustment of contribution

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

## 44. Inspection of property

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

## 45. Unregistered Community Title Scheme

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

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

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

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

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

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

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

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

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

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

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

## 46. Incomplete development of Community Title Scheme

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

## 47. Incomplete development of Lot

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

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

## 48. Required first or top sheet

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

## 49. Notice to Community Title Body Corporate

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

## 50. Section 56 Certificate

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

## 51. Foreign Resident Withholding Tax

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

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

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

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

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

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

**Relevant Price** means the higher of:

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

as at the Date of this Contract;

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

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

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

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

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

51.4 If neither clauses 51.2 or 51.3 apply, then:

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

51.4.2 the Buyer must:

(a) lodge a purchaser payment notification form with the ATO; and

(b) give evidence of compliance with clause 51.4.2(a) to the Seller;

no later than 5 days before the Date for Completion;

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

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

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

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

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

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

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

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

## 52. Deposit by Instalments

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

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

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

- 52.3.1 5% of the Price by cheque on the Date of this Contract (**First Instalment**); and
- 52.3.2 the balance of the Deposit (if it has not already been paid) by unendorsed bank cheque on the Date for Completion (**Second Instalment**);
- and in every respect time is of the essence for payment of the First Instalment in this clause 52.3.1.
- 52.4 The Deposit becomes the Seller's property on Completion or on the earlier termination of this Contract by the Seller for the Buyer's default.
- 52.5 If the First Instalment of the Deposit is:
- 52.5.1 not paid on time and in accordance with clause 52.3; or
- 52.5.2 paid by cheque and the cheque is not honoured on first presentation,
- the Buyer is in default and the Seller may terminate this Contract immediately by written notice to the Buyer (without the notice otherwise necessary under clause 18) and clause 19 applies. If the Seller does not terminate this Contract in accordance with this clause 52.5, then this Contract remains on foot, subject to this clause 52.5, until either the Seller terminates the Contract pursuant to this clause 52.5, or waives the benefit of this clause 52.5 pursuant to clause 52.8.
- 52.6 If the Second Instalment of the Deposit is not paid on time in accordance with clause 52.3, then the Seller cannot immediately terminate the Contract for the Buyer's breach of an essential condition. The Seller must make timing of the payment of the Second Instalment an essential condition of the Contract by serving on the Buyer a Default Notice requiring the Buyer to pay the Second Instalment within 14\* days after service of the Default Notice (excluding the date of service).
- 52.7 For clarity, the Buyer must pay the full Price to the Seller, on or before Completion.
- 52.8 These clauses 52.2 to 52.8 inclusive are for the benefit of the Seller. The Seller may at any time before this Contract is terminated notify the Buyer in writing that the benefit of these clauses 52.2 to 52.8 inclusive is waived.

### 53. Residential Withholding Tax

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

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

\* Alter as necessary

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

Unit 15 UP No. 4464  
Block 8 Section 20 Braddon  
Unit 15/40 Mort Street, Braddon, ACT  
2612

## **SPECIAL CONDITIONS**

### **1. Printed Terms and Special Conditions**

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These Special Conditions apply in addition to the Printed Terms. In the event of any inconsistency between the Printed Terms and these Special Conditions, the Special Conditions prevail.

### **2. Mental Incapacity or Death of Party**

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

### **3. Agent**

---

The Buyer warrants that they were not introduced to the Seller or the property by any Real Estate Agent other than the "Seller Agent" as listed in this Contract and the Buyer agree to indemnify and keep indemnified the Seller against any claim for the commission, compensation, costs, damages and awards resulting from the Byer being introduced to the Seller or the property any another Real Estate Agent. This Special Condition will not merge on completion.

### **4. Amendments to Printed Terms**

---

The printed terms of the contract are amended as follows:

- (a) In clause 22.1.1 the relevant interest amount is 0%; and
- (b) In clause 22.1.2 the relevant interest amount is 10%.

### **5. Keys**

---

On completion, the seller will supply all keys, remotes, FOBS or Swipe Passes held in the sellers' possession or control that exist at the date of this Contract for Sale in respect of the property. The buyers will make no objection, requisition, or claim for compensation, or delay Completion in relation to any keys, remotes, FOBS or Swipe Passes provided or not provided by the seller for the property.

### **6. Buyer Acknowledgement**

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The Buyer does not rely on any statement, representation or warranty made by the Seller, or any other person, except as provided for in this Contract and as required by Law. The Buyer agrees by their execution here of that they rely entirely upon their own enquiries. The Buyer further agrees to accept the property together with any improvements and good in their present condition and state of repair and the Buyer will not make any claim, requisition, or objection or attempt to delay completion in this respect.

### **7. Director's Guarantee**

---

Where the Buyer is a corporation, each Director of that corporation shall guarantee that corporation's performance of its obligations under this Contract. The Director's Guarantee is to be in the form attached as Annexure A.





Product	Title Details
Date/Time	16/03/2026 11:44AM
Customer Reference	266873
Order ID	20260316000823
Cost	\$35.00

Volume 2348 Folio 95 Edition 3

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Braddon Section 20 Block 8 on Deposited Plan 6 with 56 units on Unit Plan 4464

Unit 15 (Class A) entitlement 14 of 1000, 4 subsidiaries

Lease commenced on 31/05/2018, terminating on 11/08/2097

### Proprietor

Small Shall Pty Ltd

8 Butler Place Campbell ACT 2612

### REGISTERED ENCUMBRANCES AND INTERESTS

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

### Restrictions

Purpose Clause: Refer Units Plan

Registered Date	Dealing Number	Description
31/08/2023	3265787	Mortgage to PERPETUAL CORPORATE TRUST LIMITED (ACN: 000 341 533)

### *End of interests*

### ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201426530	Development Application	24/11/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	19/03/2015

### Description

MIXED USE - DEMOLITION - 3 COMMERCIAL UNITS - 54 RESIDENTIAL UNITS. Proposed demolition of existing building. Construction of a seven storey mixed commercial and residential development with two to three levels of basement and under croft car parking, internal courtyard space and associated site works.

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



Product	Title Details
Date/Time	16/03/2026 11:44AM
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Order ID	20260316000823
Cost	\$35.00

Authority's administrative interest information has been provided to the Registrar-General since 1 February 2010.

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201018561	Development Application	19/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	04/11/2010

**Description**

Lease Variation - The proposal is to vary the purpose clause by adding the following further uses: 'commercial accommodation use; community use (EXCLUDING child care facility, hospital, place of worship and religious associated use); communications facility; drink establishment; funeral parlour; indoor entertainment facility; non retail commercial use, residential use, store; transport depot; vehicle sales and warehouse. Deleting the GFA restriction in the purpose clause for public agency; and restaurant and deleting the requirement of not more than one dwelling.



Product Title Details  
Date/Time 16/03/2026 11:46AM  
Customer Reference 266873  
Order ID 20260316000829  
Cost \$35.00

Volume 2348 Folio 80 Edition 2

## AUSTRALIAN CAPITAL TERRITORY TITLE SEARCH

### LAND

Braddon Section 20 Block 8 on Deposited Plan 6 with 56 units on Unit Plan 4464

Lease commenced on 31/05/2018, terminating on 11/08/2097

### COMMON PROPERTY

#### Proprietor

The Owners-Units Plan No 4464

Civium Strata Canberra 17/23 Townshend Street, Phillip ACT 2606

### 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
12/11/2018	2184822	Application to Note Special Resolution
14/09/2021	3095879	Application to Note Special Resolution
14/09/2023	3255143	Application to Note Special Resolution

### *End of interests*

## ADMINISTRATIVE INTERESTS

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

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201426530	Development Application	24/11/2014	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	19/03/2015

#### Description

MIXED USE - DEMOLITION - 3 COMMERCIAL UNITS - 54 RESIDENTIAL UNITS. Proposed demolition of existing



Product	Title Details
Date/Time	16/03/2026 11:46AM
Customer Reference	266873
Order ID	20260316000829
Cost	\$35.00

building. Construction of a seven storey mixed commercial and residential development with two to three levels of basement and undercroft car parking, internal courtyard space and associated site works.

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

Reference Number	Type	Lodgement Date	Assessment Track	Status	Status Date
201018561	Development Application	19/08/2010	MERIT TRACK - MAJOR NOTIFICATION	APPROVAL CONDITIONAL	04/11/2010

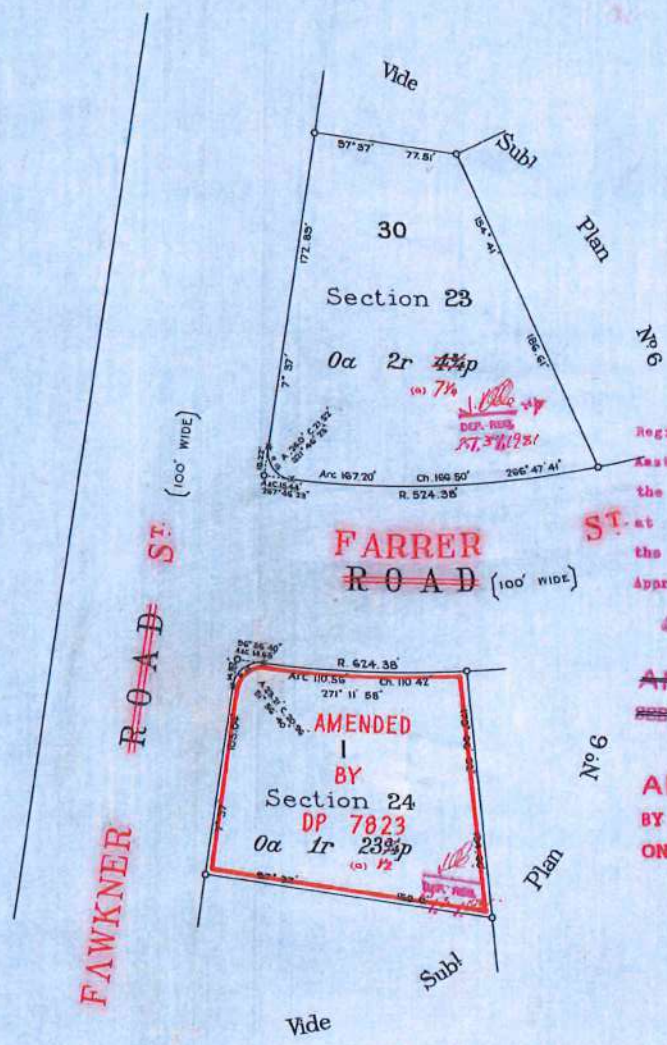
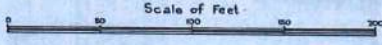
**Description**

Lease Variation - The proposal is to vary the purpose clause by adding the following further uses: 'commercial accommodation use; community use (EXCLUDING child care facility, hospital, place of worship and religious associated use); communications facility; drink establishment; funeral parlour; indoor entertainment facility; non retail commercial use, residential use, store; transport depot; vehicle sales and warehouse. Deleting the GFA restriction in the purpose clause for public agency; and restaurant and deleting the requirement of not more than one dwelling.



DEPOSITED PLAN No. Subdivisional Plan No 6<sup>a</sup>

PLAN OF  
Amendment of  
Block 30. Sec 23. & Block 1. Sec 24.  
DIVISION 12 OF BRADDON  
CANBERRA CITY DISTRICT  
FEDERAL CAPITAL  
Territory for the Seat of Government



Deposited in the office of the Registrar of Titles at Canberra in the Australian Capital Territory the day of . 19 at minutes past o'clock in the noon Approved Registrar of Titles

AMENDED BY D.P. No. 212

AMENDED BY D.P. No. 7023 ON 26-4-1921

19/6/19

NOTE:- Nomenclature Amended to August 13<sup>th</sup> 1926 (a) AREAS CHANGED. Rd. Names A.C.S.T.

I certify that this plan is the plan prepared in accordance with sub-section 3 of section nine of the District Ordinance 1927.

I, Harry Mount, of Canberra, in the Territory for the Seat of Government of the Commonwealth a surveyor specially licensed by the Federal Capital Commission under the provisions of the Real Property Ordinance 1925 do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated exist in the positions shown (d) that the whole of the material facts in relation to the land are correctly represented (e) that the survey has been made under my immediate supervision and I make this solemn declaration by virtue of the statutory Declarations Act 1911-1922 conscientiously believing the statements herein contained to be true in every particular Declared at Canberra the 30<sup>th</sup> day of July 1927 before me.

Drawn by E.T.N. 25.8.27 Exam'd by W.M. 29.8.27 DATUM CITY FIELD BOOK F.4135 DATE OF SURVEY 26-5-27

Commissioner for Declarations under the statutory Declarations Act 1911-1922

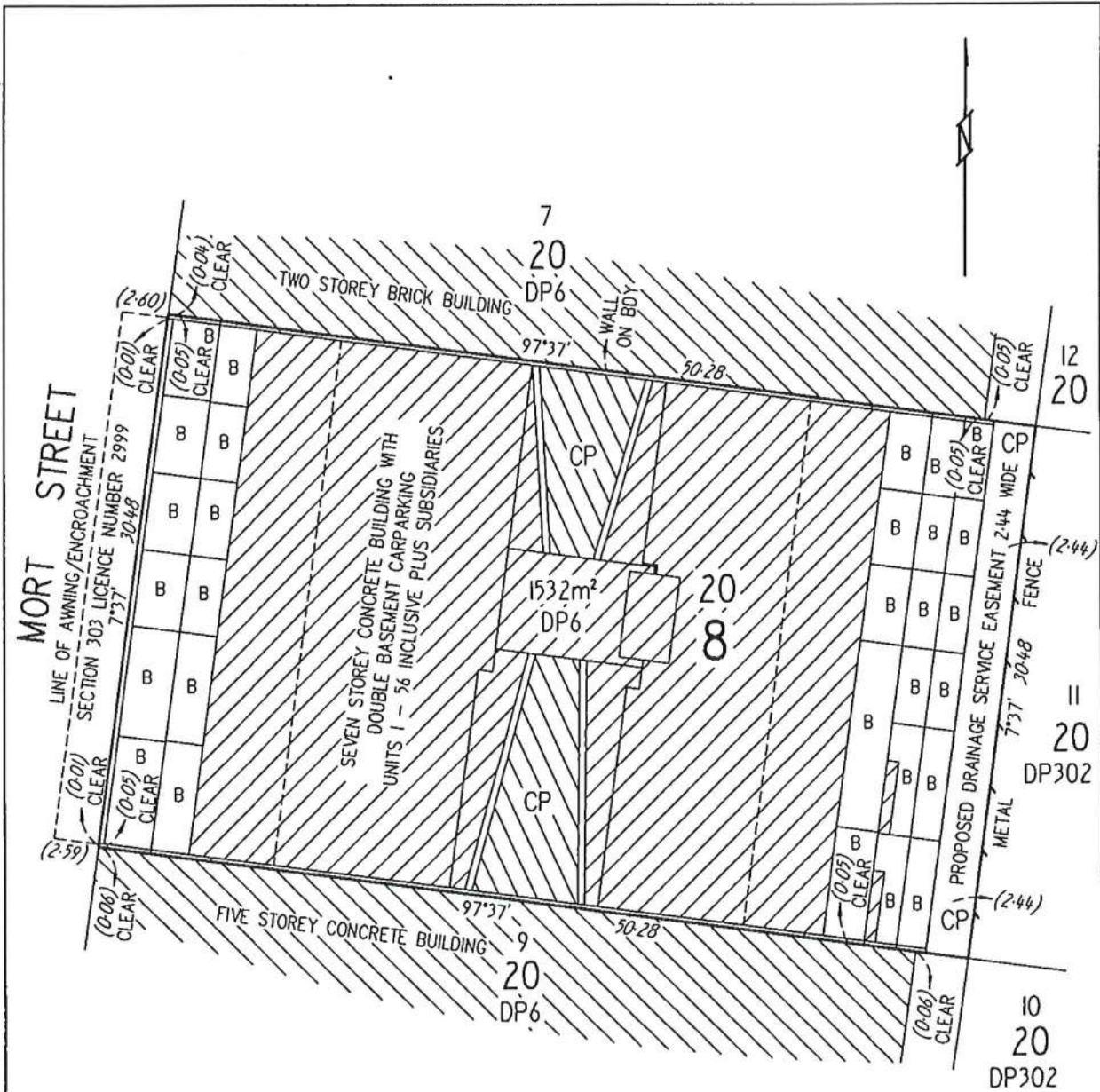
Licensed Surveyor

Form 088 - SP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

SITE PLAN

Division	Section	Block	Class of Units (A or B)	UNITS PLAN No.
BRADDON	20	8	A	4464



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:300 0 5 10 15 METRES

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

*David Edward Kwach*  
DAVID EDWARD KWACH  
MORT STREET DEV 1 PTY LTD  
600 973 564  
Sole Director  
Registered Proprietor

*P.S. L...*  
P.S. L... 9/4/2018  
Registered Surveyor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Environment and Sustainable  
Development Directorate



**ACT**  
Government

Justice and Community Safety

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

**SURVEYOR'S DECLARATION**

Form 087 - SD

Land Titles Act 1925

LAND DETAILS					
Volume & Folio	District / Division	Section	Block	Deposited Plan Number	Units Plan Number
2320:6	BRADDON	20	8	6	4464

NAME OF MANAGER / OWNERS CORPORATION  
Civium Strata Canberra

ADDRESS FOR SERVICE OF NOTICE  
17/23 Townshend Street PHILLIP act 2606

**SURVEYOR'S DECLARATION**

I, **Peter John Selfe** of **Selfe Surveys Pty Ltd**

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

- The survey represented by the diagrams on forms 1A and 3 of this plan are accurate and have been made by me / ~~under my immediate supervision (delete whichever is not applicable)~~ and was completed on (insert date) **10<sup>th</sup> APRIL 2018**
- The survey is in accordance with the following Acts:
  - *Unit Titles Act 2001*;
  - *Land Titles (Unit Titles) Act 1970*;
  - *Land Titles Act 1925*; and,
  - any other Regulation made under those Acts and in accordance with the *Surveyors Practice Directions*.

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

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

*P.J. Selfe* Signature of Registered Surveyor **9/4/2018** Dated

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

*Lyn Tankey* Lyn Tankey 15 May 2018 Dated  
Delegate of the Authority / Executive

OFFICE USE ONLY			
LODGED BY		REGISTERED BY	<i>TO</i>
EXAMINED BY	<i>L</i>	REGISTRATION DATE	31 MAY 2018
DATA ENTERED BY			

*[Handwritten signature]*

**SUE**

Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

## 1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	20	0008	4464

## 2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	12	4	2348	81
2	12	4	2348	82
3	12	3	2348	83
4	12	3	2348	84
5	18	4	2348	85
6	18	4	2348	86
7	12	4	2348	87
8	12	4	2348	88
9	12	3	2348	89
10	12	3	2348	90
11	18	4	2348	91
12	18	4	2348	92
13	19	4	2348	93
14	19	4	2348	94
15	14	4	2348	95
16	14	4	2348	96
17	14	4	2348	97
18	14	4	2348	98
19	12	4	2348	99
20	12	4	2348	100
21	12	3	2349	1
22	12	3	2349	2
23	18	4	2349	3
24	18	4	2349	4
25	19	4	2349	5
Aggregate			The Certificate of Title issued for each of the units into which the parcel of land has been subdivided is as shown in Column 2 above. The Certificate of Title for the common property is:	
 DAVID EDWARD HWAITH MORT STREET DEV PTY LTD 600 973564 SUBDIRECTIVE Signature of Lessee			Volume	Folio
			2348	80
Column 1 above is the schedule of unit entitlement approved for the subdivision.  Dated Fifteenth this day of May 2018   Lyn Tankey Delegate of the Authority/Executive			 Dave Peffer Registrar-General   Deputy Registrar-General	



**SUE**  
Form 078

**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block
BRADDON	20	0008

Unit Plan No
4464

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	19	4	2349	6
27	14	4	2349	7
28	14	4	2349	8
29	14	4	2349	9
30	14	4	2349	10
31	12	4	2349	11
32	12	4	2349	12
33	12	3	2349	13
34	12	3	2349	14
35	18	4	2349	15
36	18	4	2349	16
37	19	4	2349	17
38	19	4	2349	18
39	14	4	2349	19
40	14	4	2349	20
41	14	4	2349	21
42	14	4	2349	22
43	15	4	2349	23
44	15	4	2349	24
45	15	3	2349	25
46	38	5	2349	26
47	26	4	2349	27
48	28	4	2349	28
49	28	4	2349	29
50	22	4	2349	30

Aggregate

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

Volume	Folio
2348	80

*David Eduardo Holzapfel*  
MORT STREET DEV 1 PTN LTD  
606 973 564  
Signature of Lessee

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

Dated Fifteenth this day of May 2018

*P. Vanuy*  
yn. Tankey  
Delegate of the Authority/Executive

*D. Peffer*  
Dave Peffer  
Registrar-General  
Deputy Registrar-General





Form 091 - FP

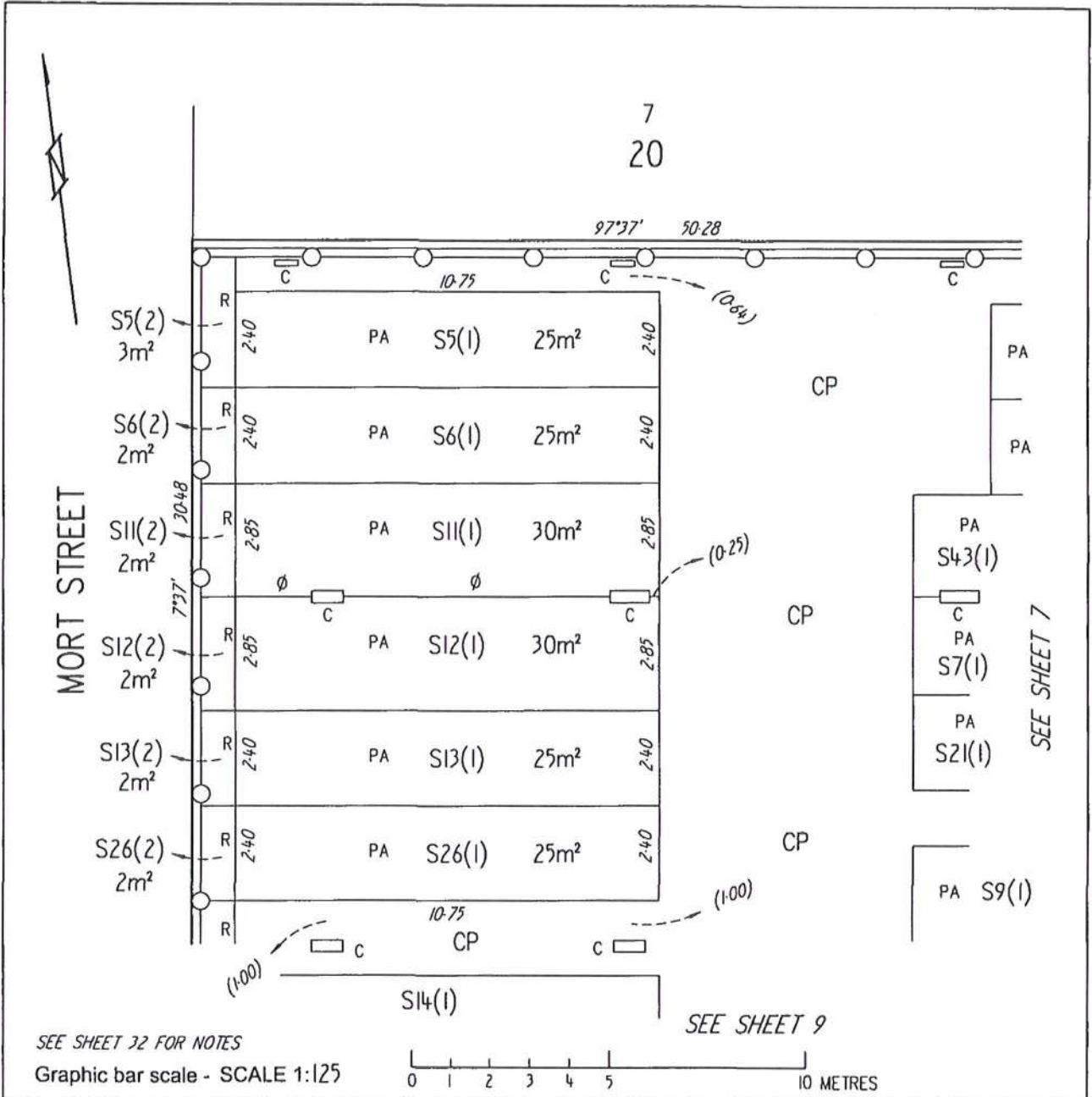
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 2



*David E. ...*  
DAVID ELLIOTT ADWARDS  
MORT STREET 1 PTN LIMITED  
600 973 564  
SELF DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

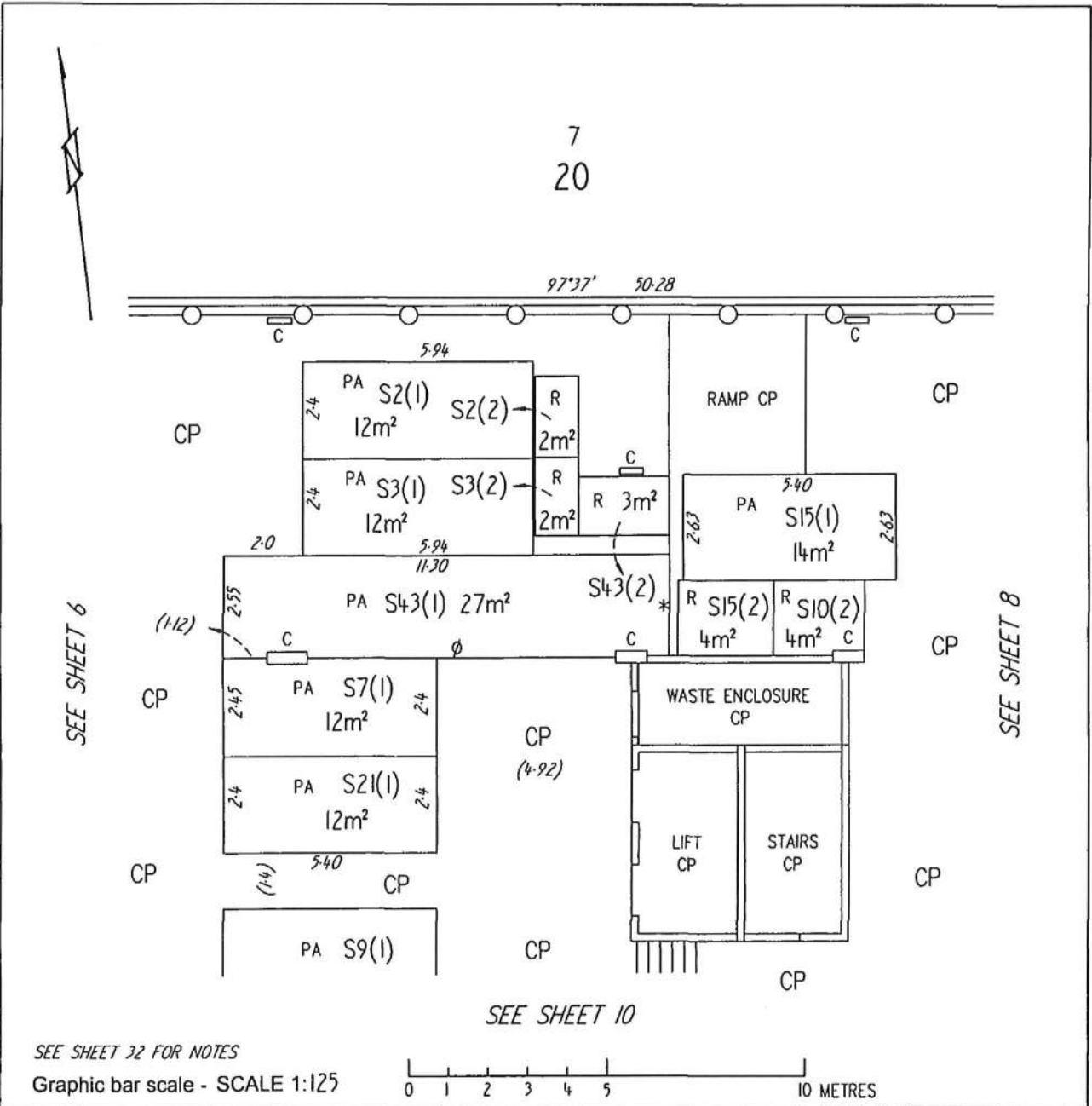
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 2
--------------	------------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:125



*David Edward Howarth*  
 DAVID EDWARD HOWARTH  
 MOUNT STREET DEV 1 PTY LTD  
 600 973 564  
 SELF DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

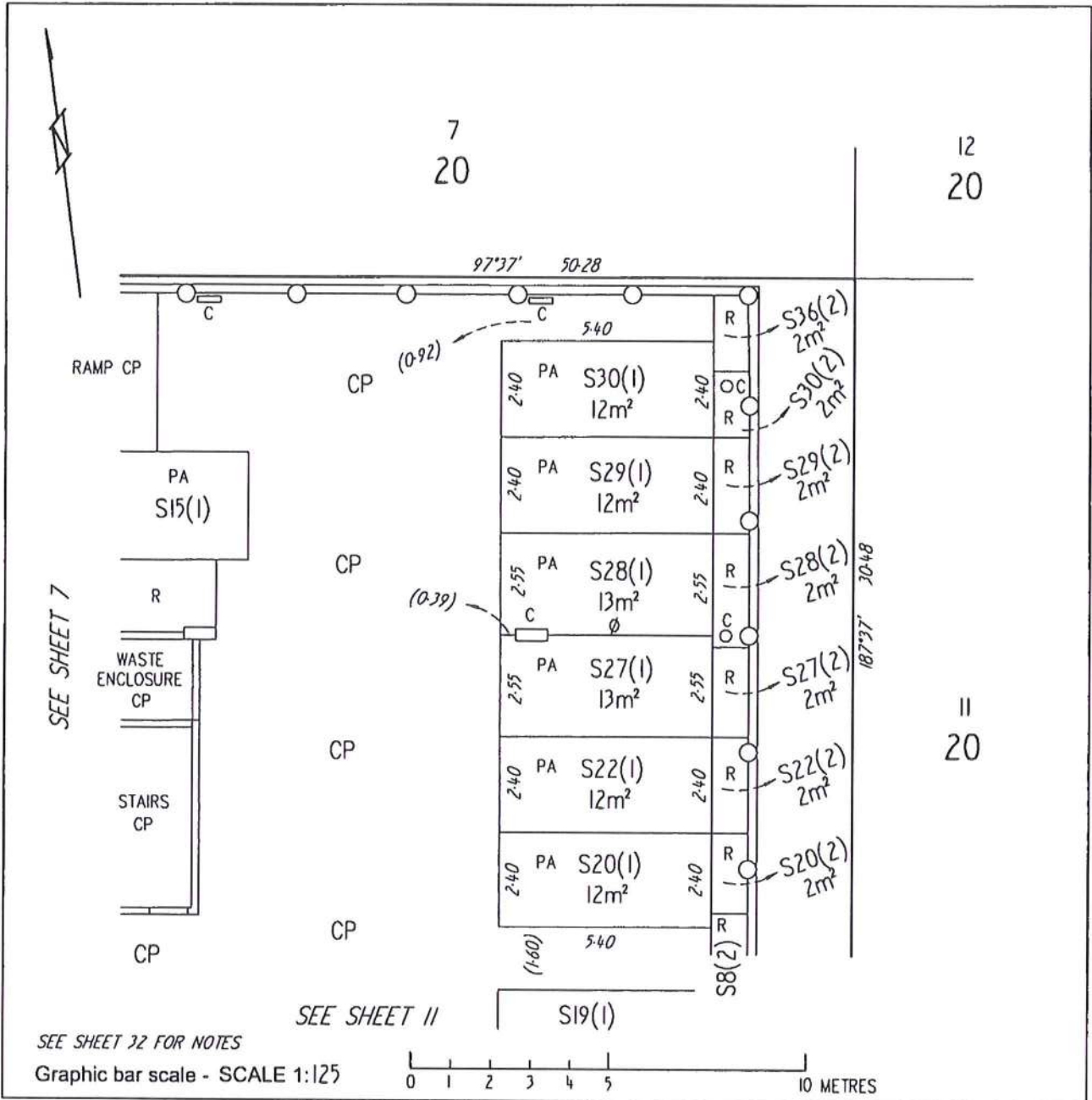
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 2
--------------	------------



*David Edward Holworth*  
 DAVID EDWARD HOLWORTH  
 MUST STREET DEVELOPMENTS LTD  
 606 773 564  
 SOLE DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

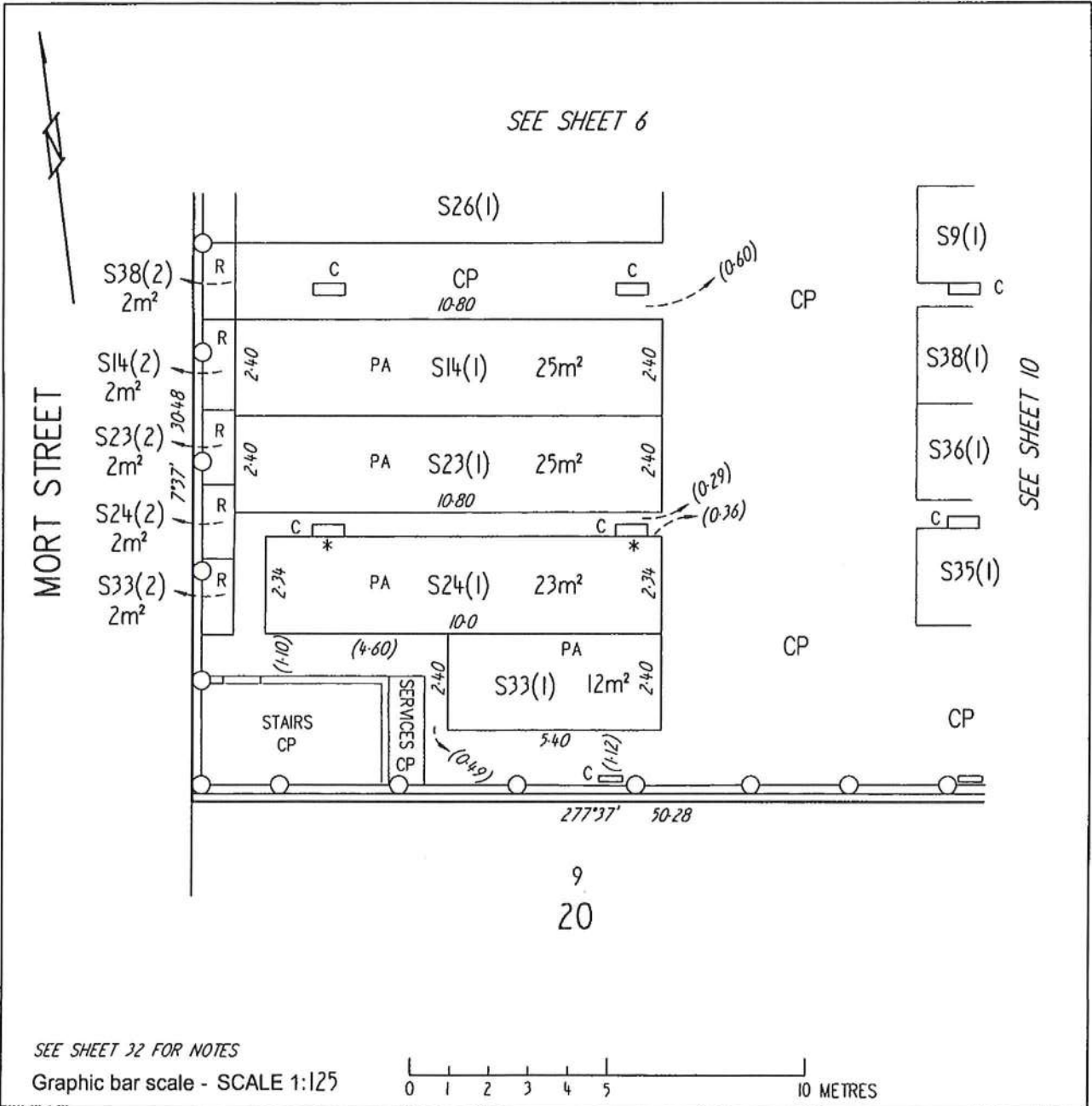
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

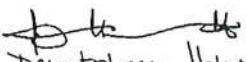
FLOOR NUMBER	BASEMENT 2
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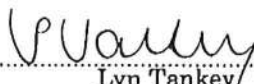


SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:125



  
 DAVID EDWARD HOWARD  
 MORT STREET DEVL PTY LTD  
 600 973 564  
 SALE DIRECTOR  
 Registered Proprietor

  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

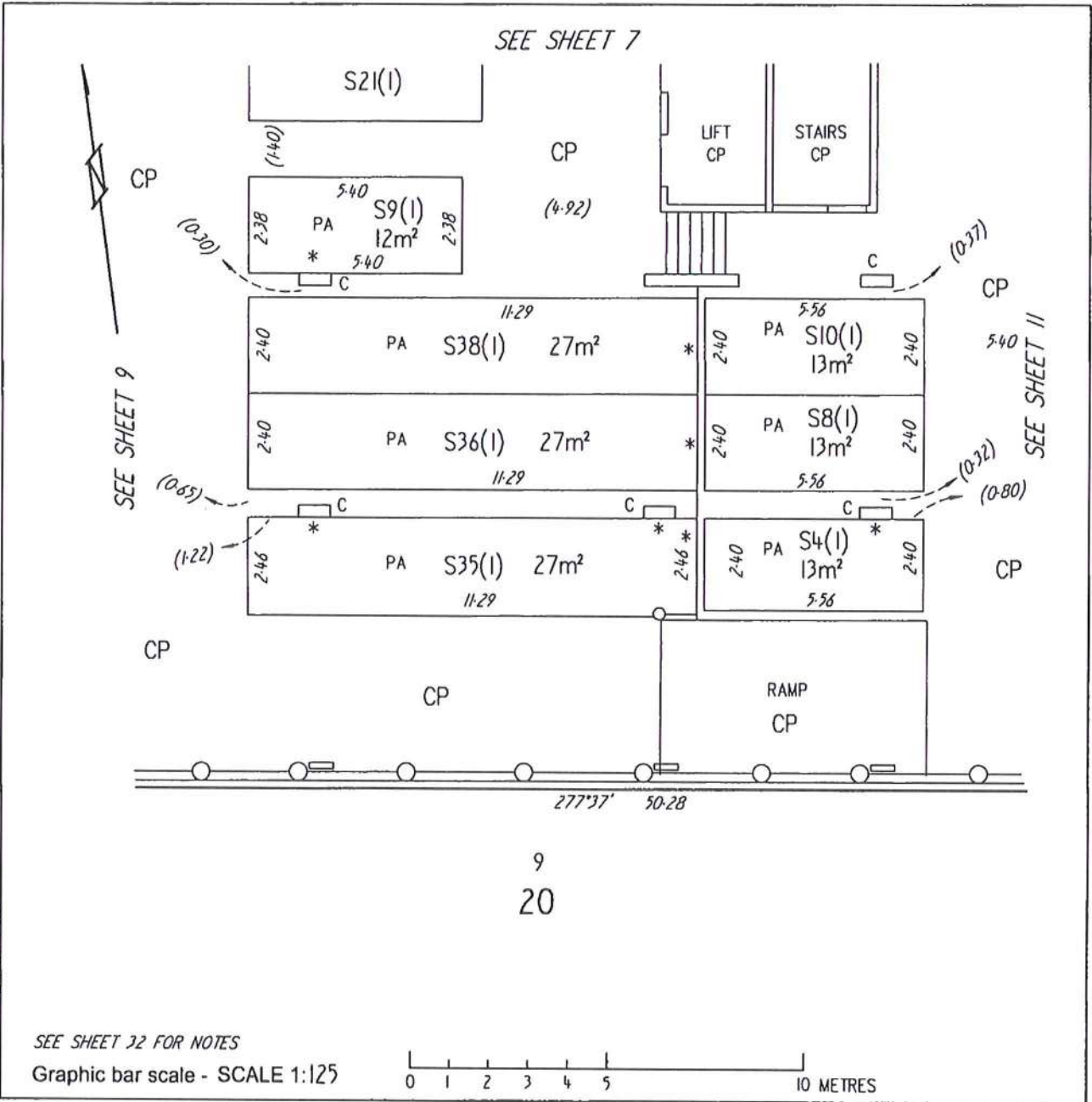
Form 091 - FP

OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	20	8	4464

FLOOR NUMBER	BASEMENT 2
--------------	------------



*David Edward Howarth*  
 DAVID EDWARD HOWARTH  
 NEXT STREET DEVS PTY LTD  
 buo 973564  
 SUE DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

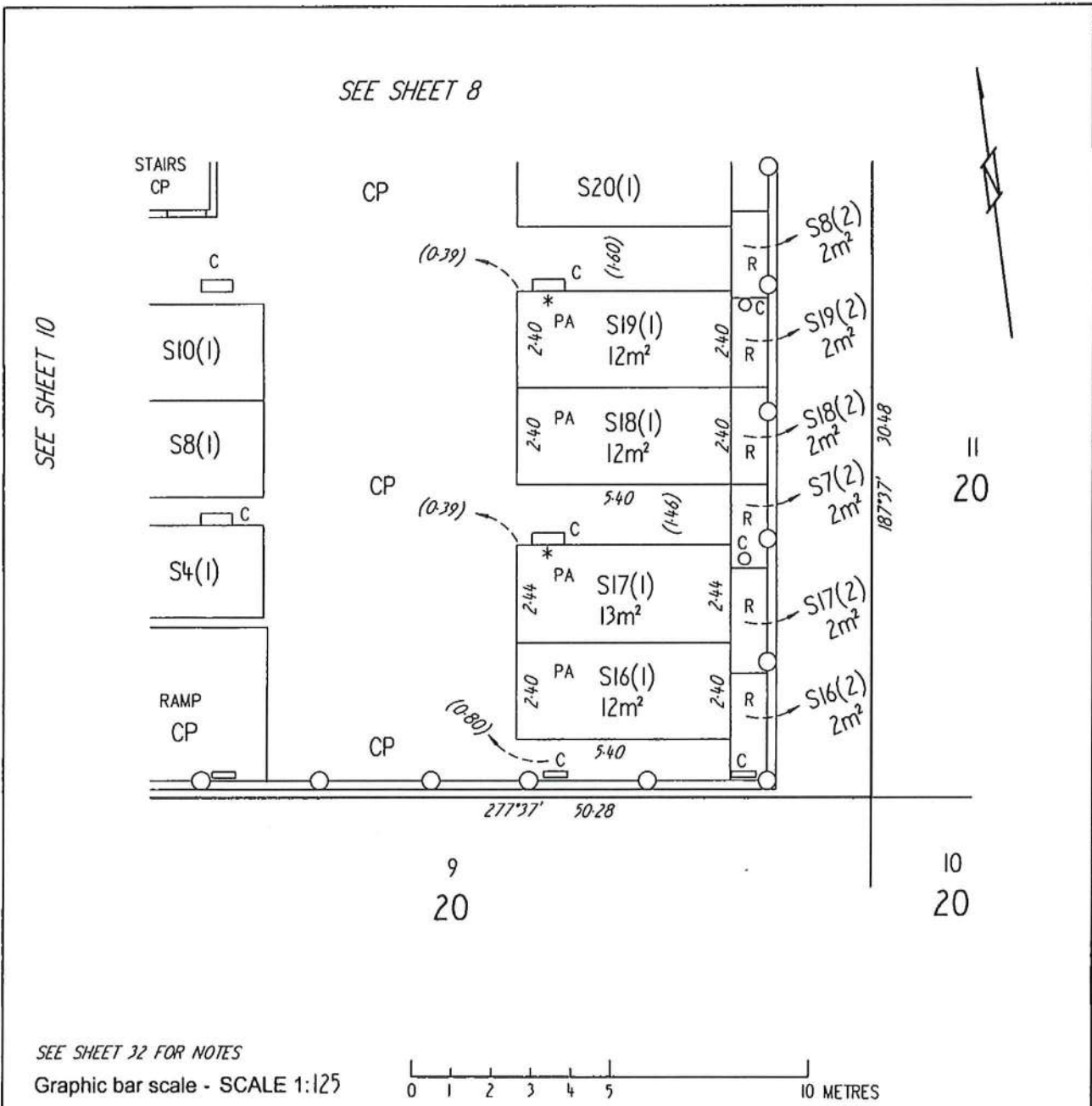
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 2
--------------	------------



*David Edward Holmuth*  
DAVID EDWARD HOLMUTH  
MURR STREET DEVELOPMENT LTD  
666 973 564  
SCE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

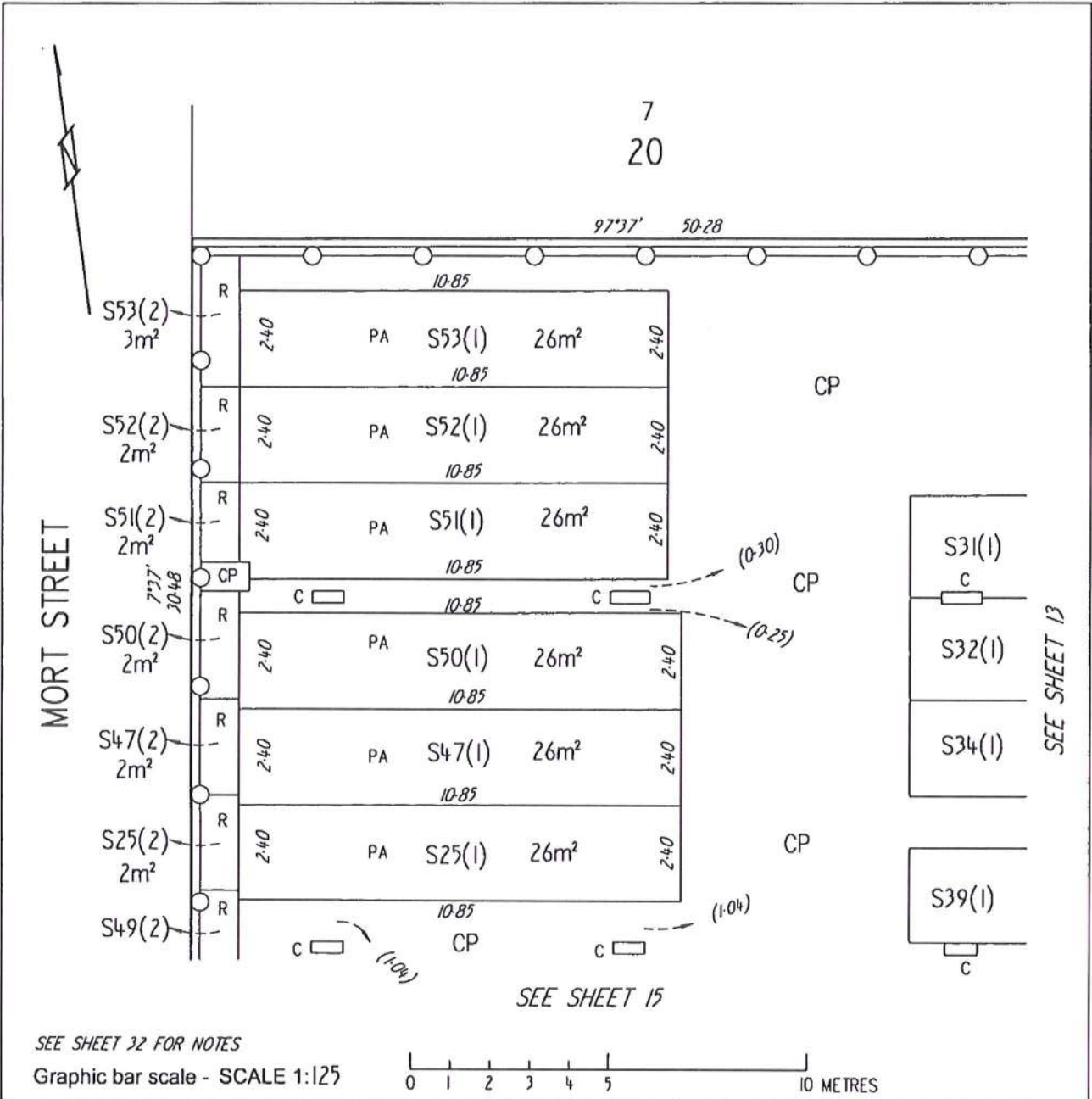
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT I
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DAVID EDWARD Howarth  
MORT STREET OCV1 PM LTD  
600 973 514  
SUA DIRECTOR  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

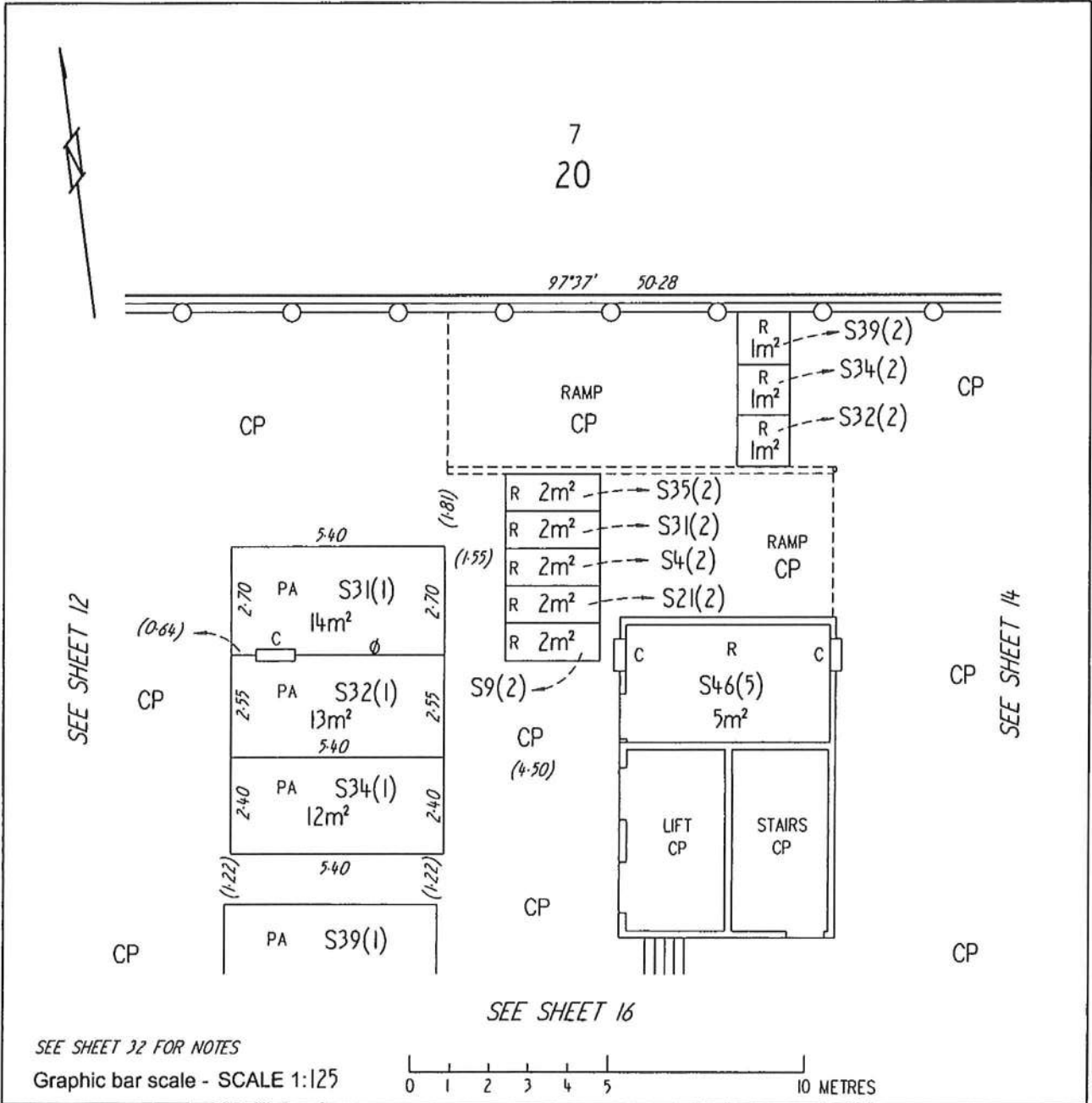
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 1
--------------	------------



DAVID EDWARD HOWARTH  
MORT STREET DEV PT LTD  
600 973 564  
SOLE DIRECTOR  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

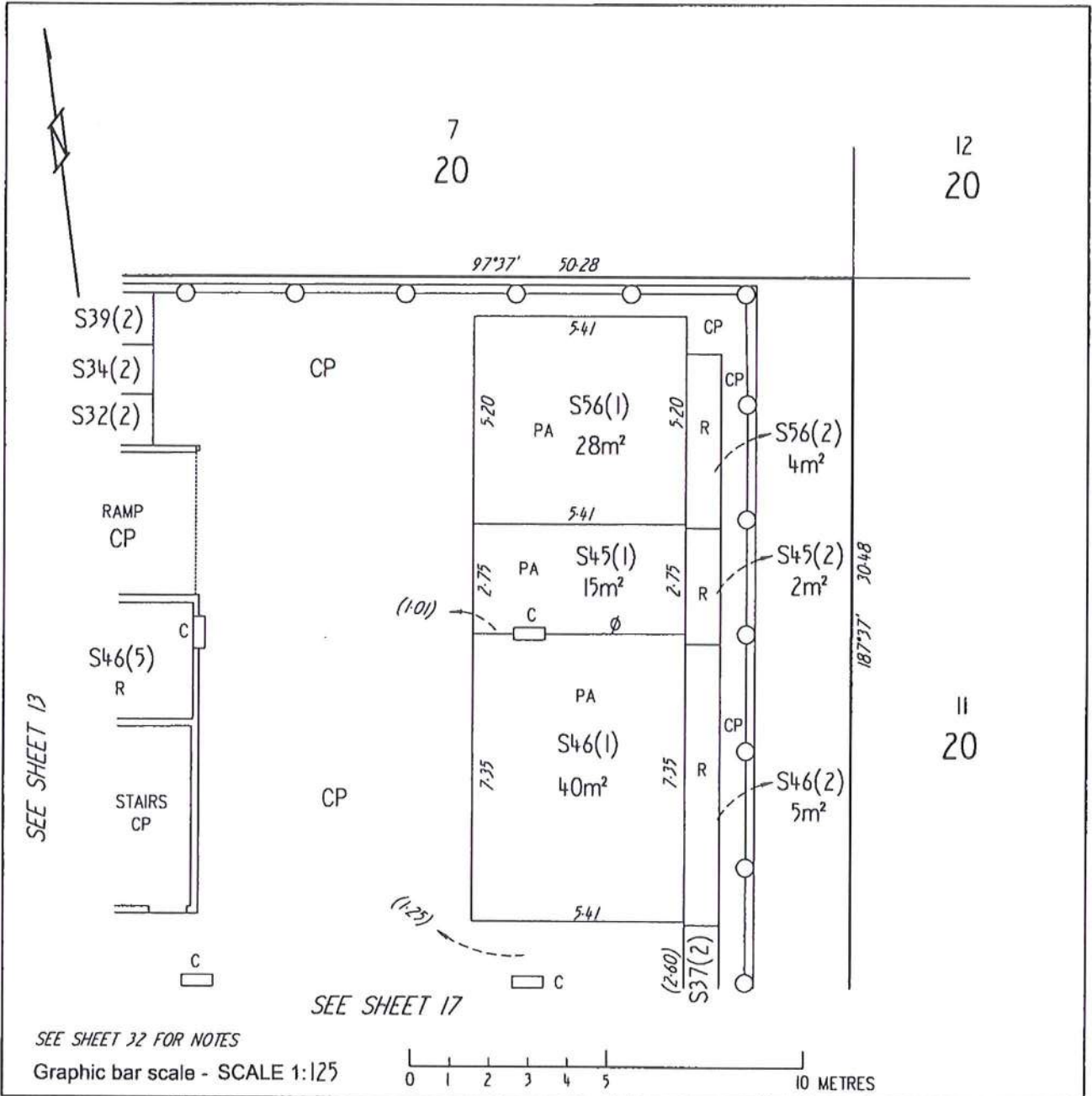
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT I
--------------	------------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:125



*David Edward Howarth*  
 DAVID EDWARD HOWARTH -  
 MUST STREET DEV PTY LTD  
 600 973 564  
 SOLE DIRECTOR Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

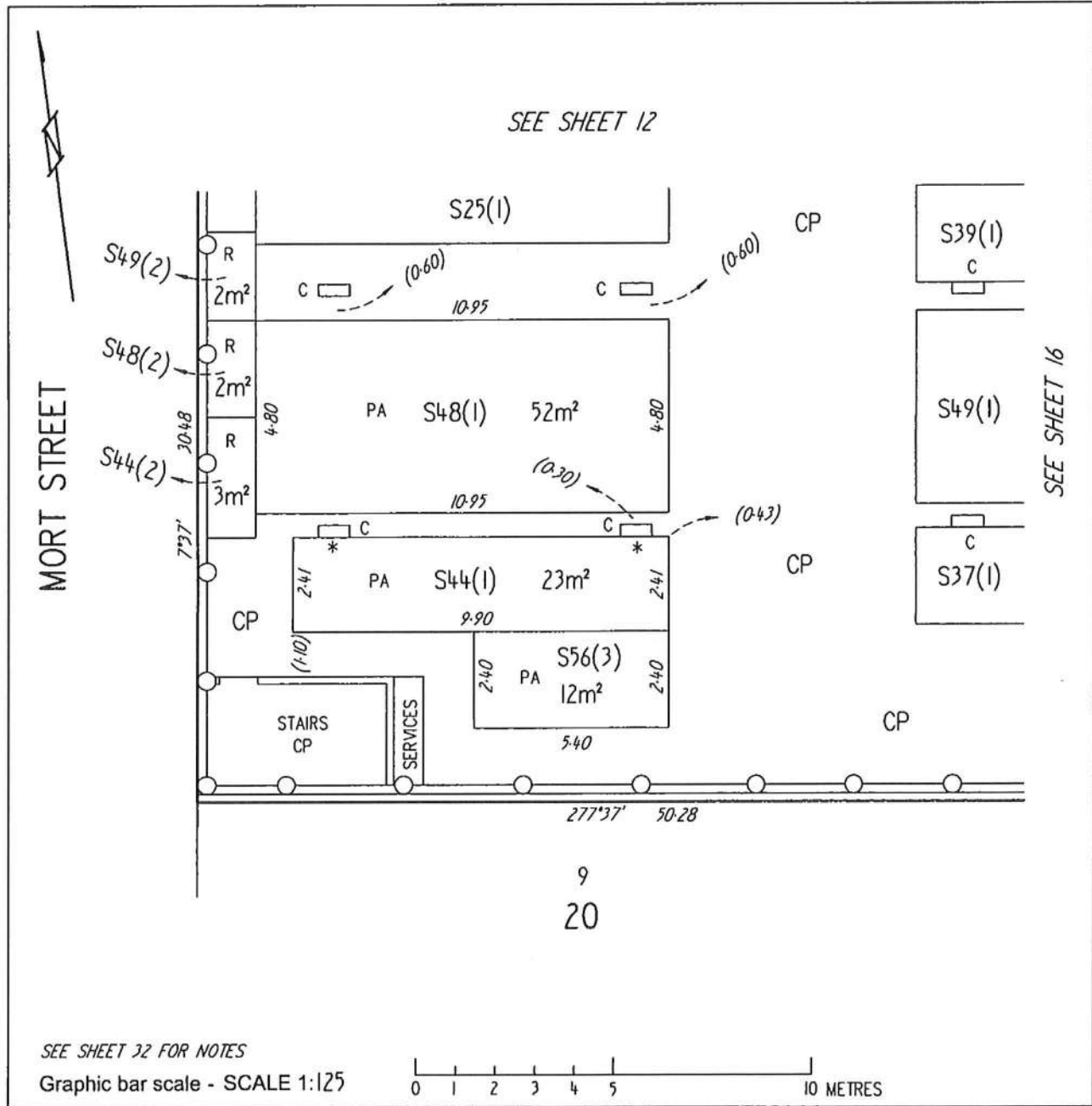
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT 1
--------------	------------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:125



*David Edward Howarth*  
DAVID EDWARD HOWARTH  
MORT STREET DEVELOPMENT LTD  
600 973 564  
SALE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

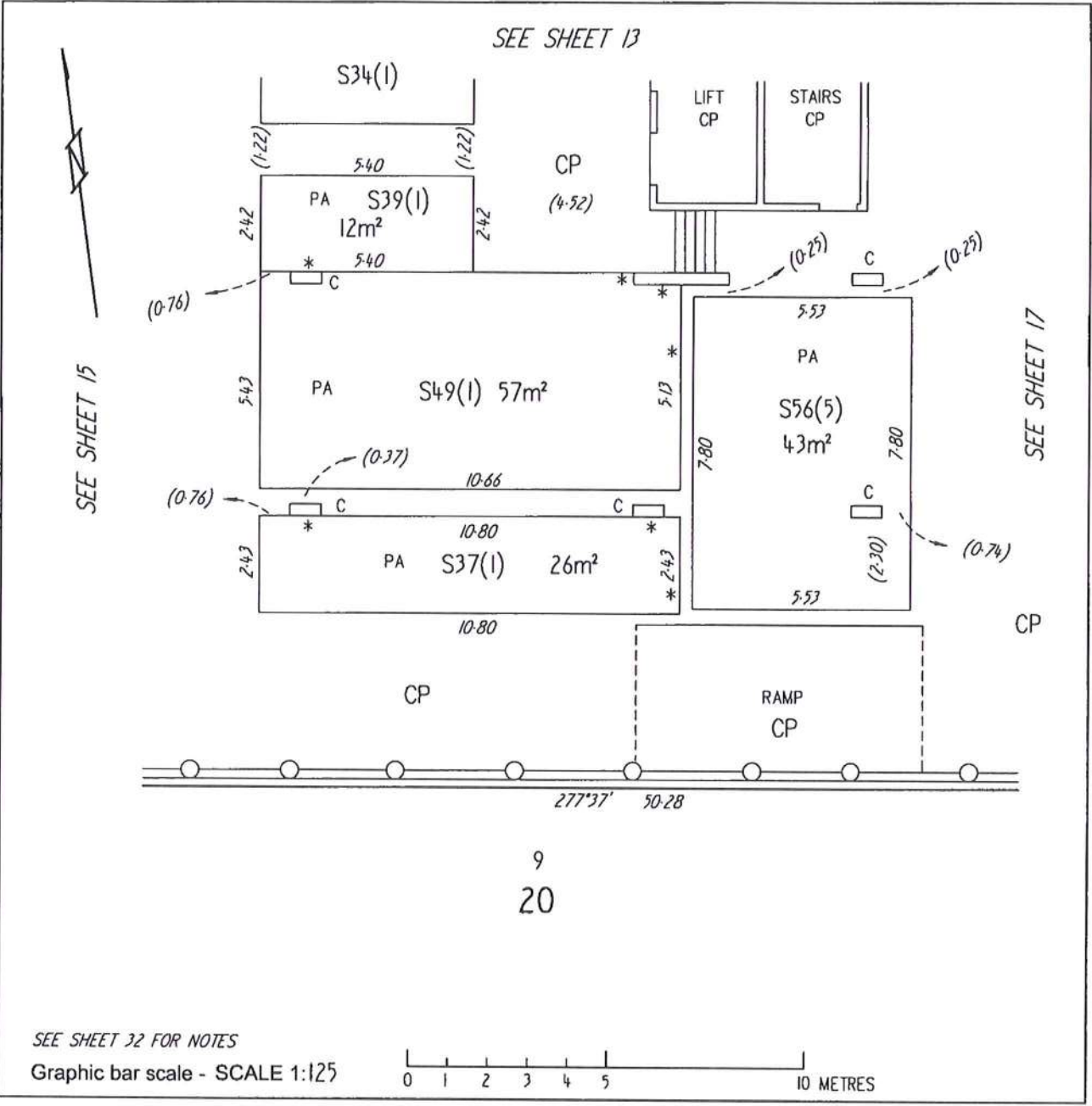
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT I
--------------	------------



*David Edward Howarth*  
DAVID EDWARD HOWARTH  
MORT STREET DEVL PM LTD  
600 973 564  
SALE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

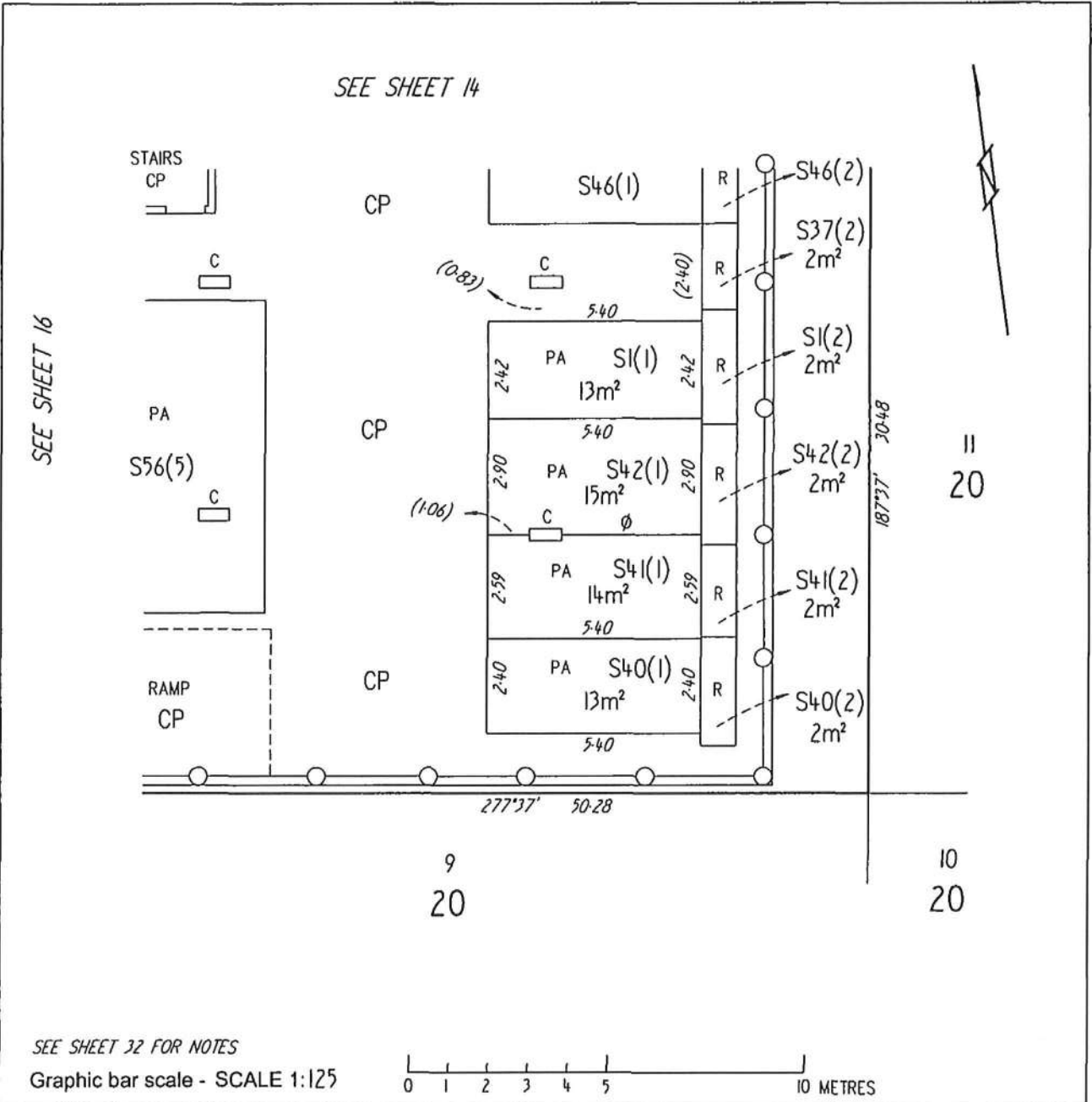
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	BASEMENT I
--------------	------------



*David Edward Howarth*  
 DAVID EDWARD HOWARTH  
 11027 STREET DEVI PTN LTD  
 600 973 564  
 SOLE DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey / Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

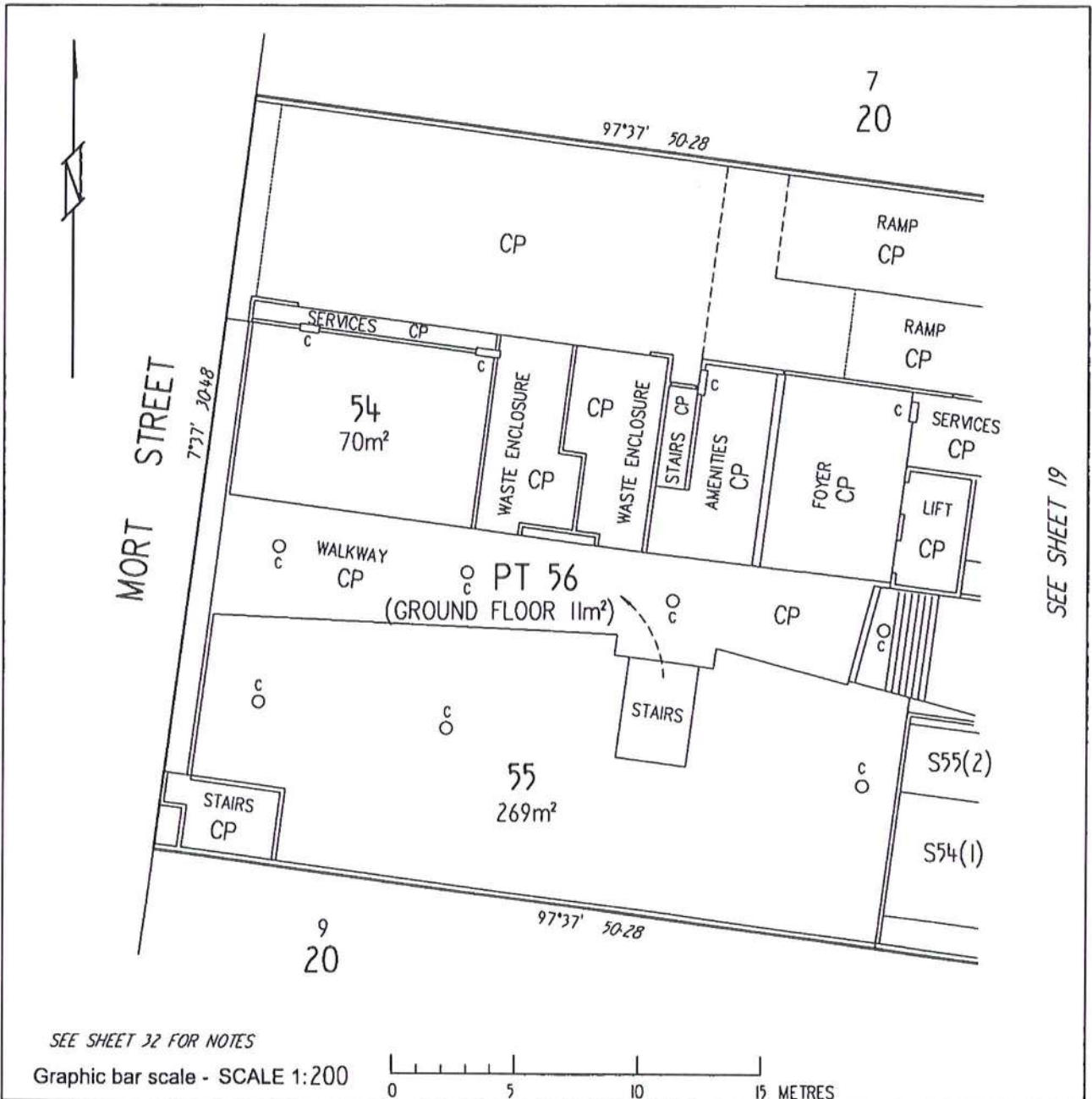
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	GROUND
--------------	--------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:200



*David Eduardo Adams*  
DAVID EDUARDO ADAMS  
MORT STREET DEV PTY LTD  
600 973 564  
SOLE DIRECTOR Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

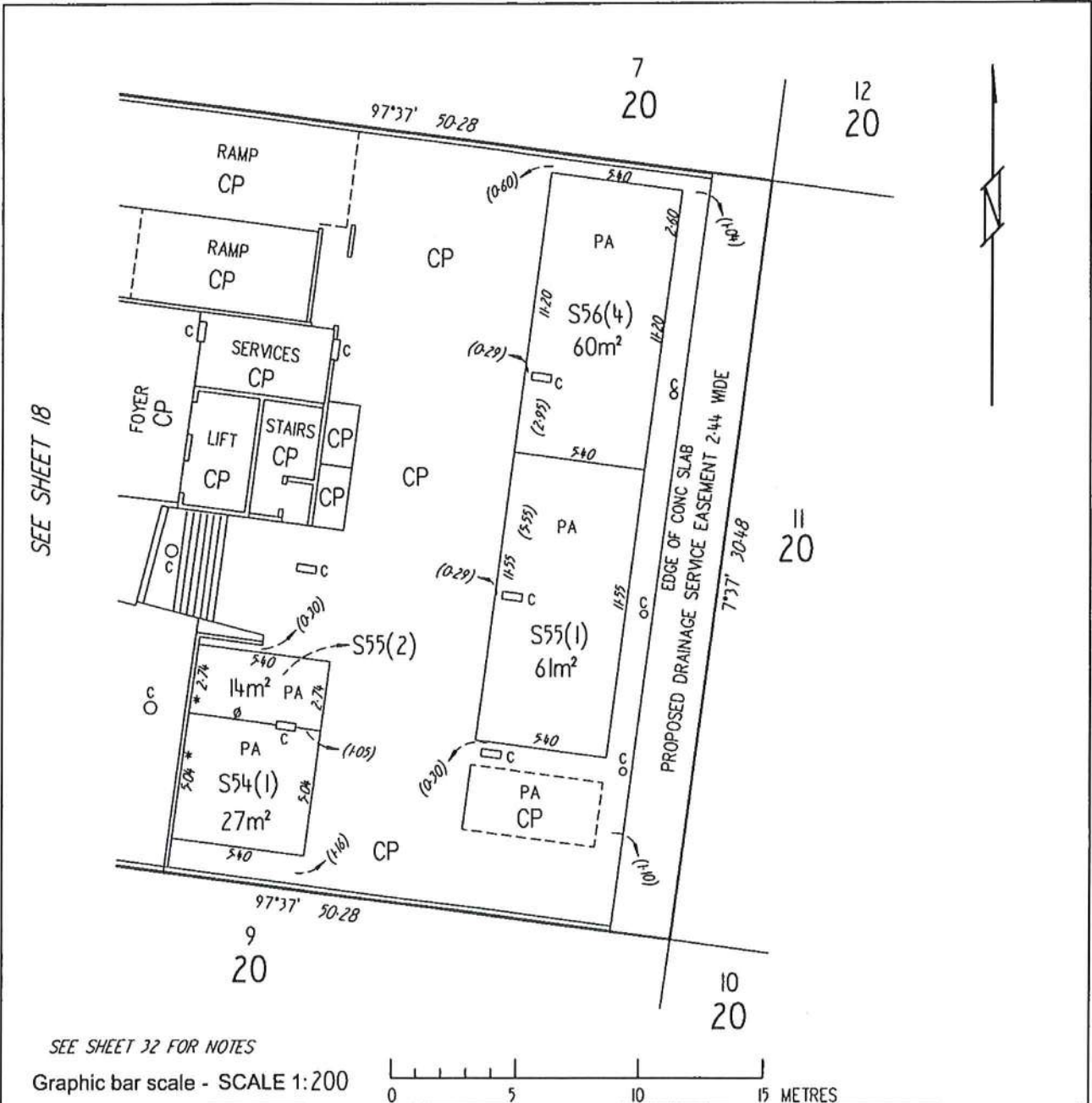
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	LEVEL 1
--------------	---------



*David Toland Holmbeck*  
MOLT STREET DEVL PTY LTD  
600 973 564  
SELF ARCHITECT Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

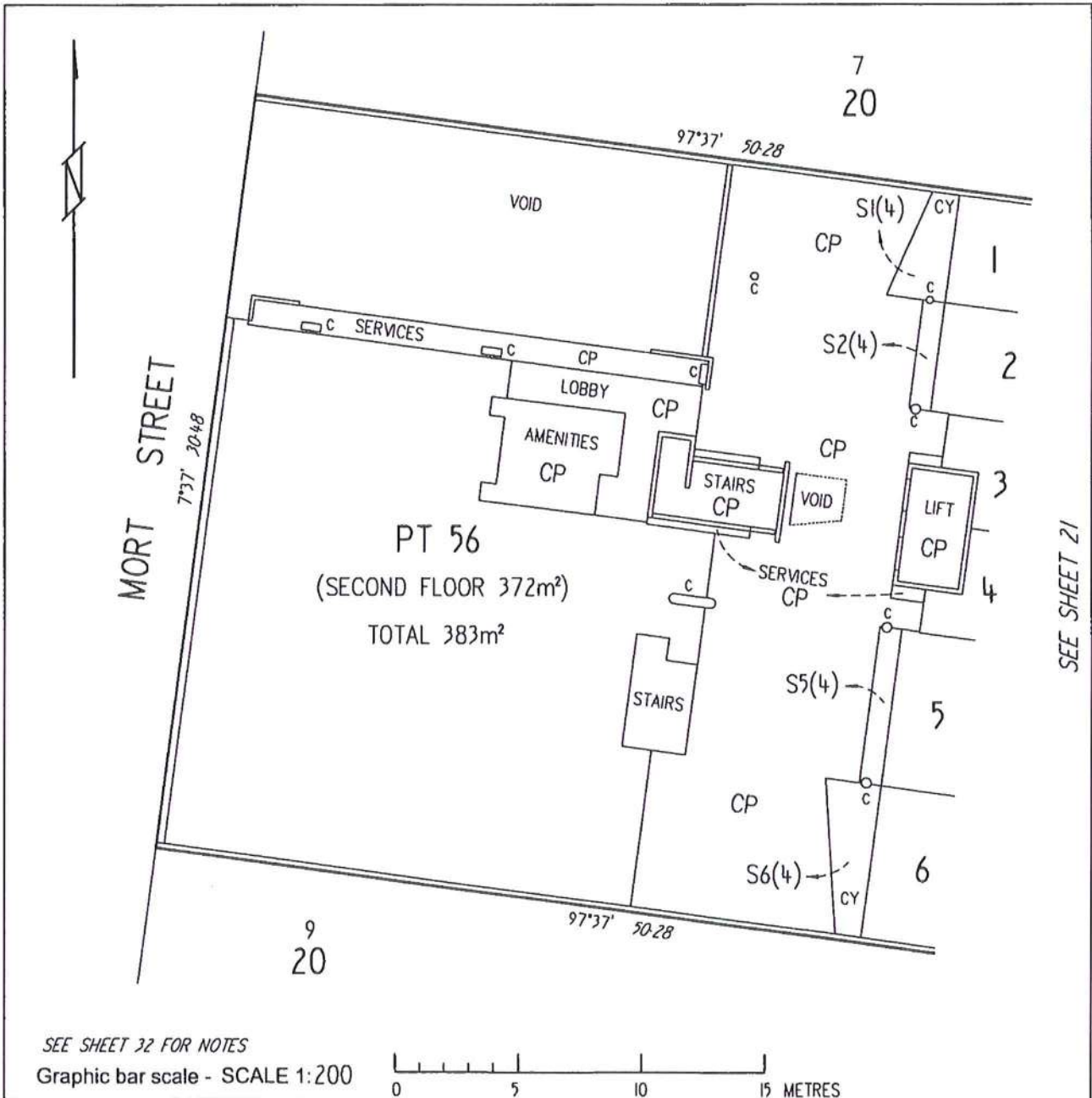
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	SECOND
--------------	--------



*David Edmonds Howard*  
 DAVID EDMONDS HOWARD  
 MORT STREET DEVELOPMENT LTD  
 BOX 973 564  
 SAGE OCEANOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey  
 Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

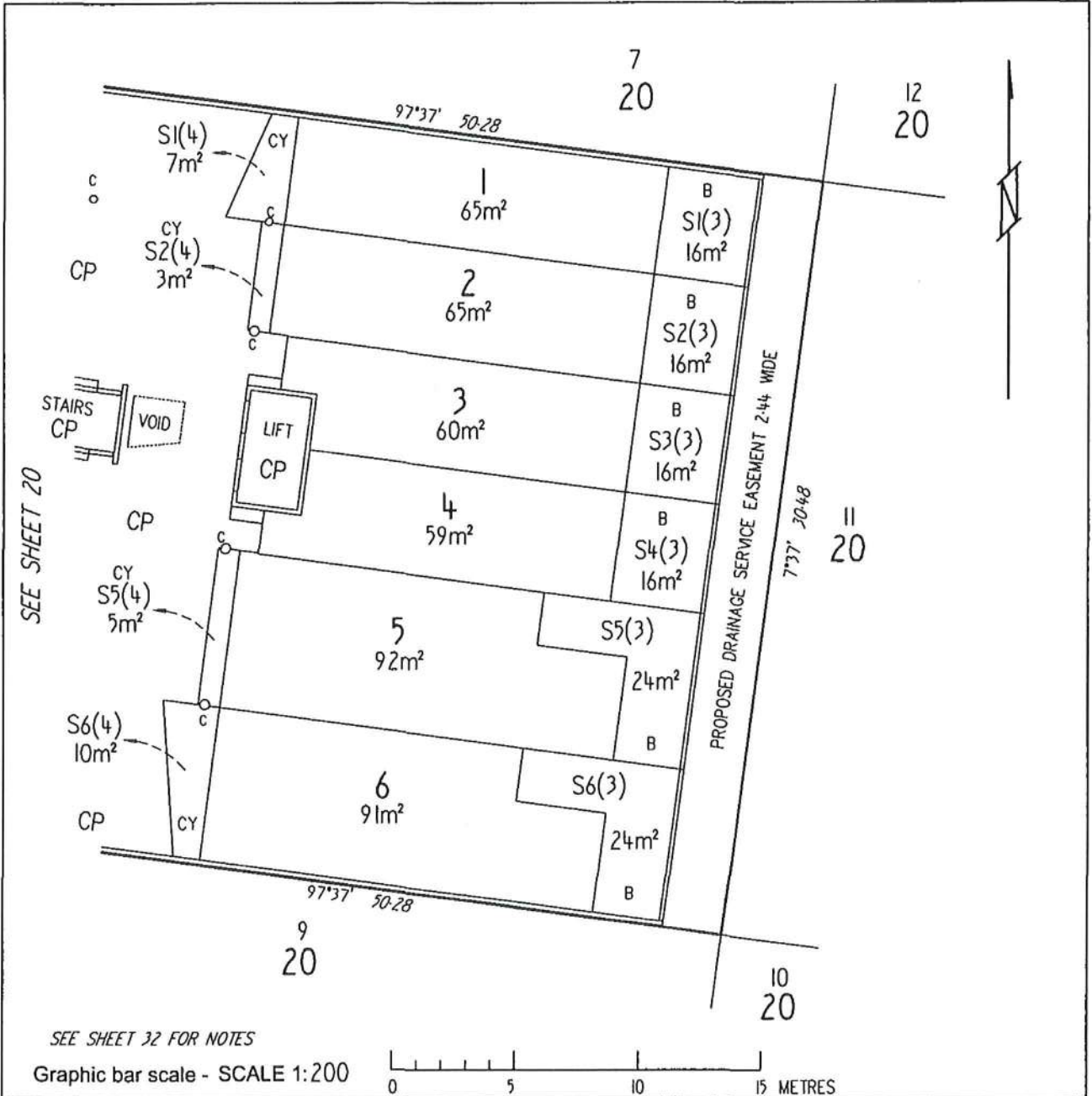
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

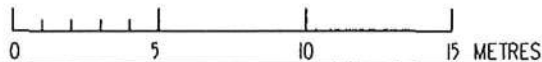
UNITS PLAN No.
4464

FLOOR NUMBER	SECOND
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SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:200



*David Edwards*  
DAVID EDWARDS HOWARTH  
MORT STREET DEVELOP LTD  
600 973 569  
SOLE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

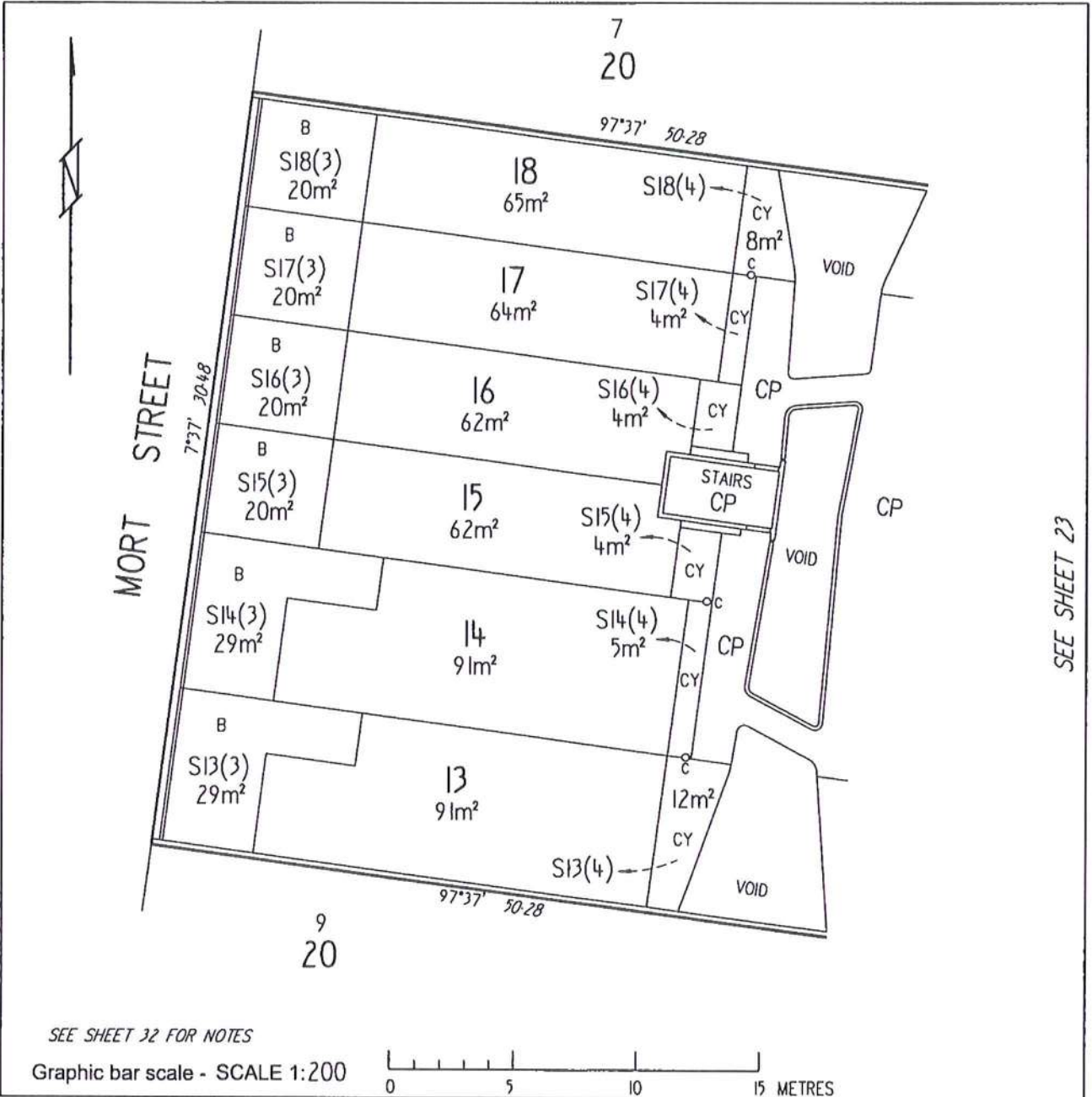
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

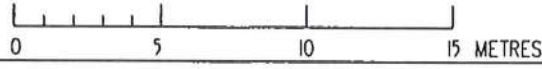
UNITS PLAN No.
4464

FLOOR NUMBER	THIRD
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SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:200



*David Edward Housarth*  
 DAVID EDWARD HOUSARTH  
 MORT STREET DEVL PM LTD  
 606 773 564  
 SELF DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

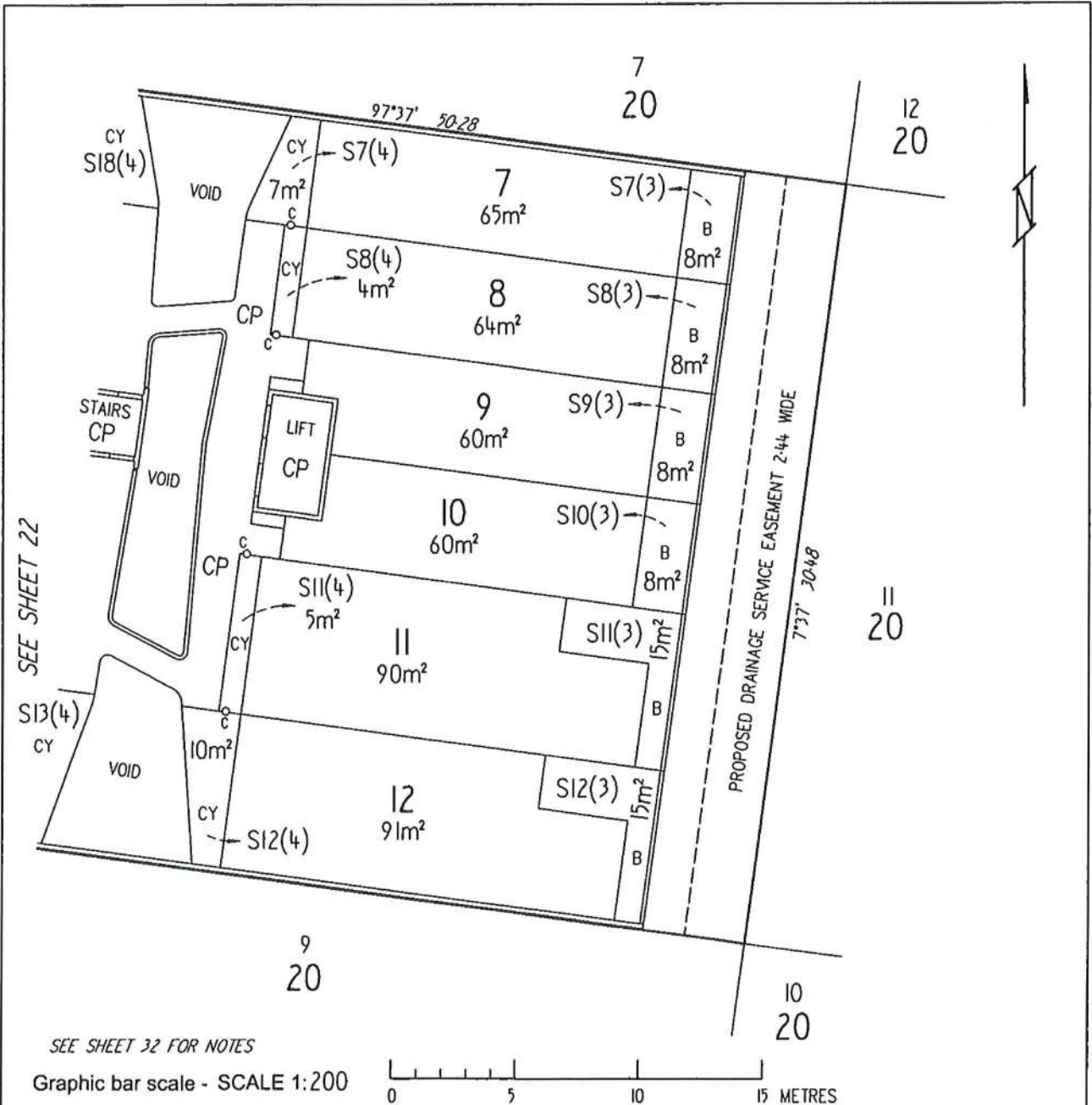
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	THIRD
--------------	-------



DAVID EDWARD HOWARTH  
MORTGAGE STREET OFFICE PTM LTD  
600 973 564  
SOLR DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

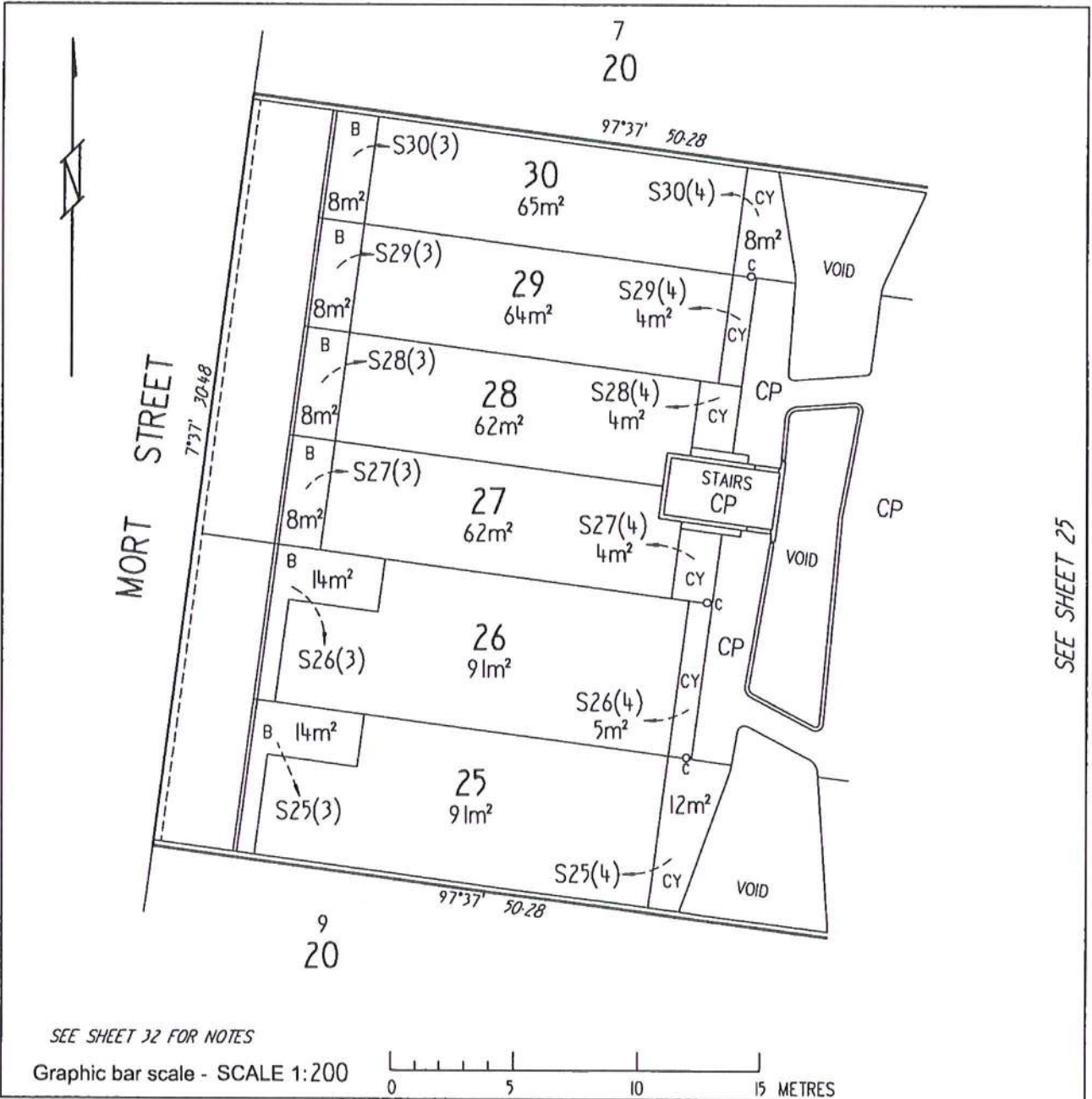
Form 091 - FP

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

FLOOR PLAN

Division	Section	Block	UNITS PLAN No.
BRADDON	20	8	4464

FLOOR NUMBER	FOURTH
--------------	--------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:200



<p><i>David Edward Howard</i> DAVID EDWARD HOWARD MORT STREET DEVELOPMENT LTD 600 973 564 SOLE DIRECTOR Registered Proprietor</p>	<p><i>Lyn Tankey</i> Lyn Tankey Delegate of the ACT Planning and Land Authority</p>
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Form 091 - FP

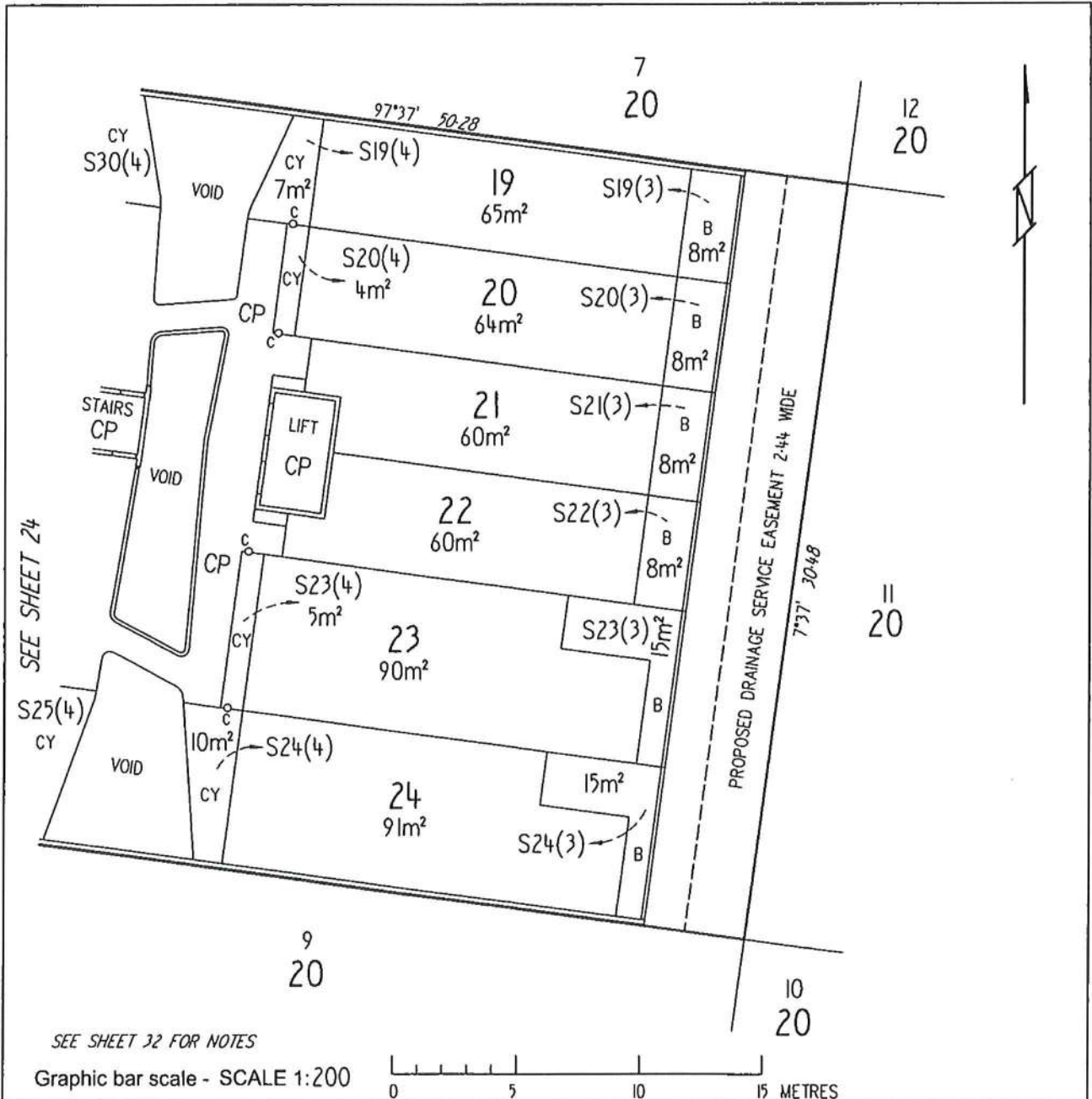
LAND TITLES  
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	FOURTH
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SEE SHEET 22 FOR NOTES

Graphic bar scale - SCALE 1:200



DAVID EDWARDS HOWLAND  
MOCT STREET DEVELOPERS LTD  
600 973 569  
SOLE DIRECTOR  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

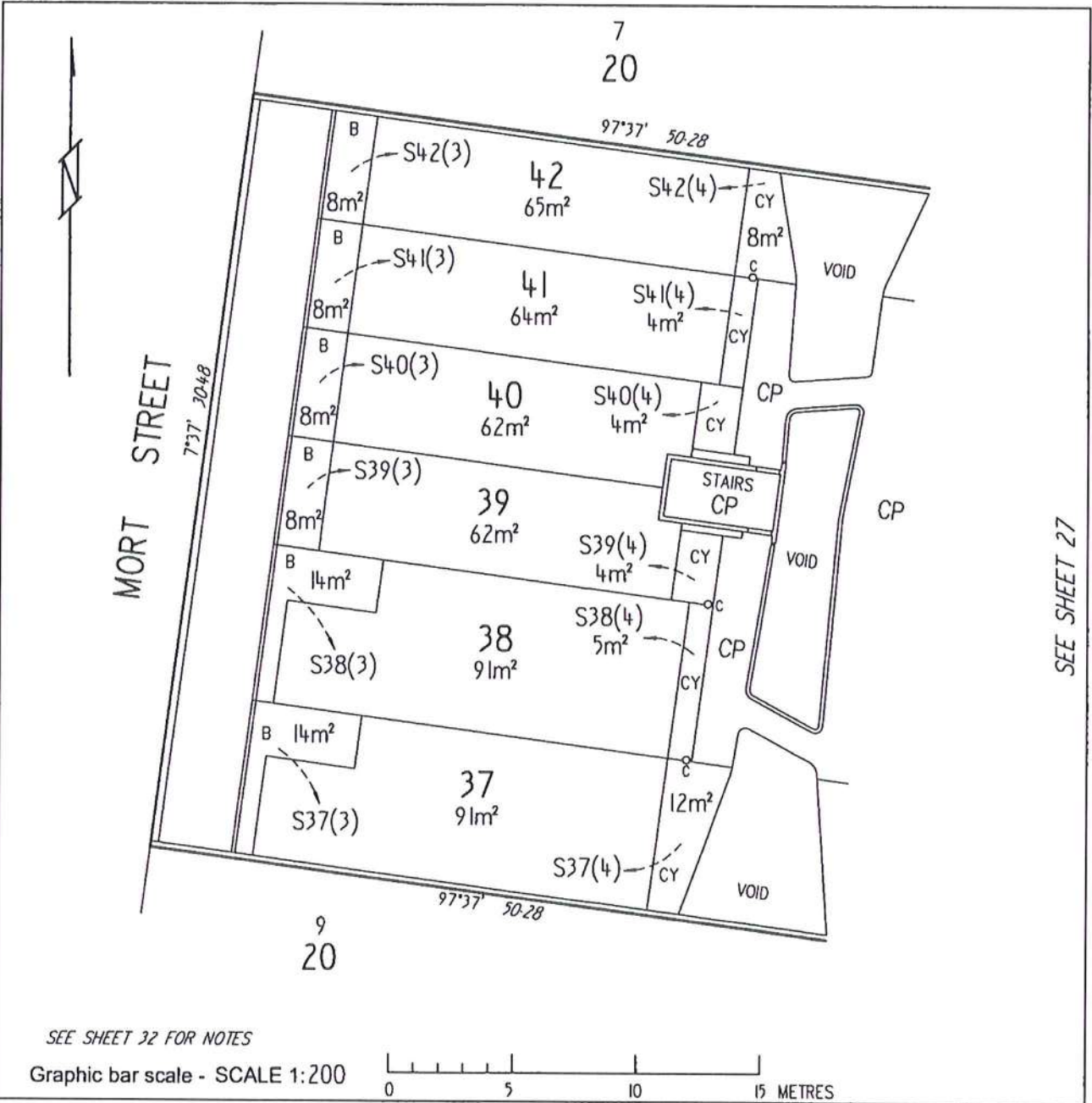
Form 091 - FP

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

FLOOR PLAN

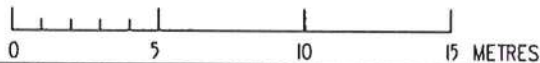
Division	Section	Block	UNITS PLAN No.
BRADDON	20	8	4464

FLOOR NUMBER	FIFTH
--------------	-------



SEE SHEET 32 FOR NOTES

Graphic bar scale - SCALE 1:200



David Edward Housath  
MORT STREET DEVELOPMENTS  
600 973 569  
SOLE DIRECTOR  
Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

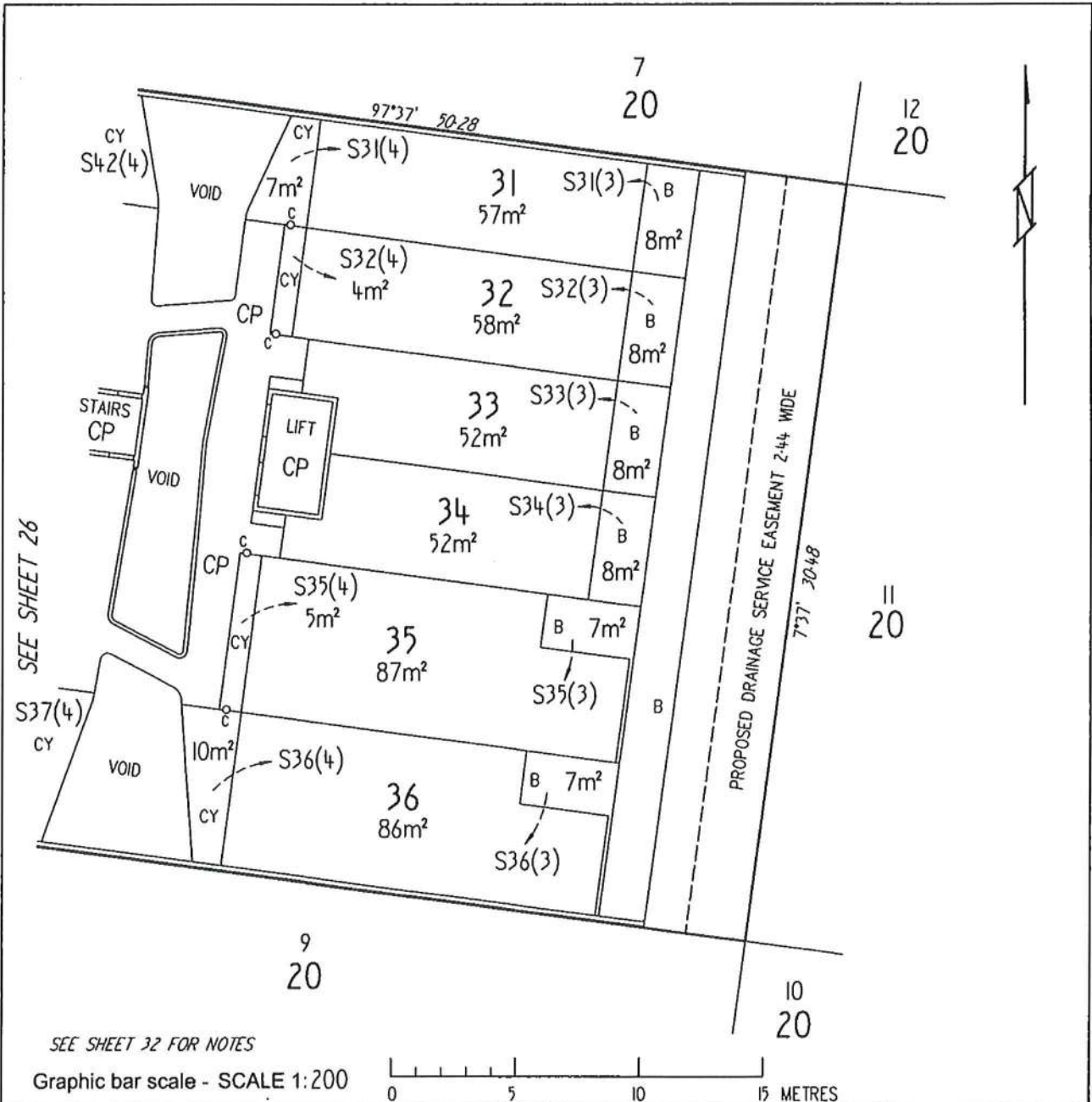
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	FIFTH
--------------	-------



*David Edwards Howarth*  
MORT STREET OVER PTM LTD  
600 973 564  
SOLE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey Delegate of the  
ACT Planning and Land Authority

Form 091 - FP

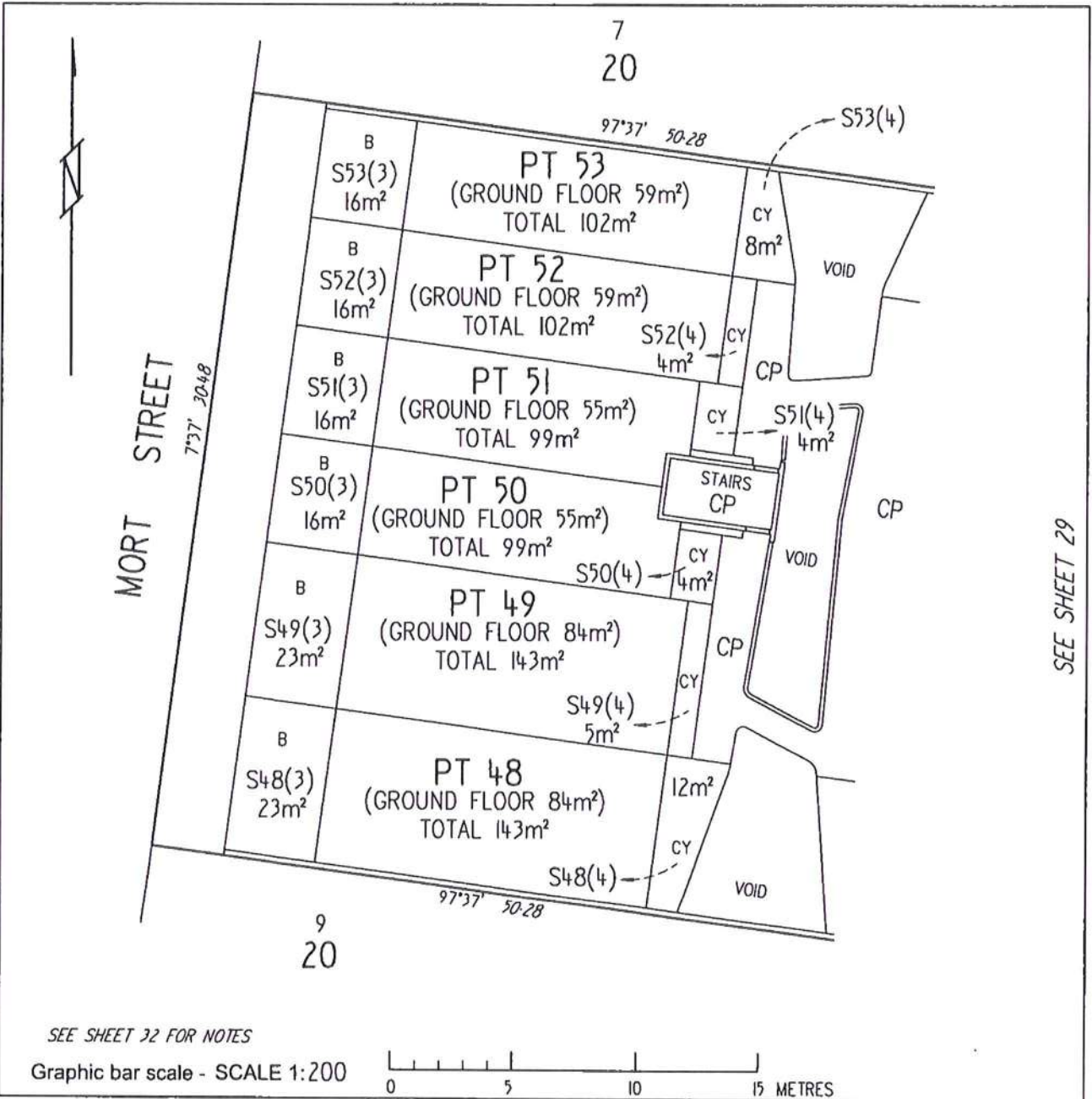
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	SIXTH
--------------	-------



*David Edward Howarth*  
 MORT STREET DEVL PTY LTD  
 600 973 564  
 SOLE DIRECTOR  
 Registered Proprietor

*Lyn Tankey*  
 Lyn Tankey Delegate of the  
 ACT Planning and Land Authority

Form 091 - FP

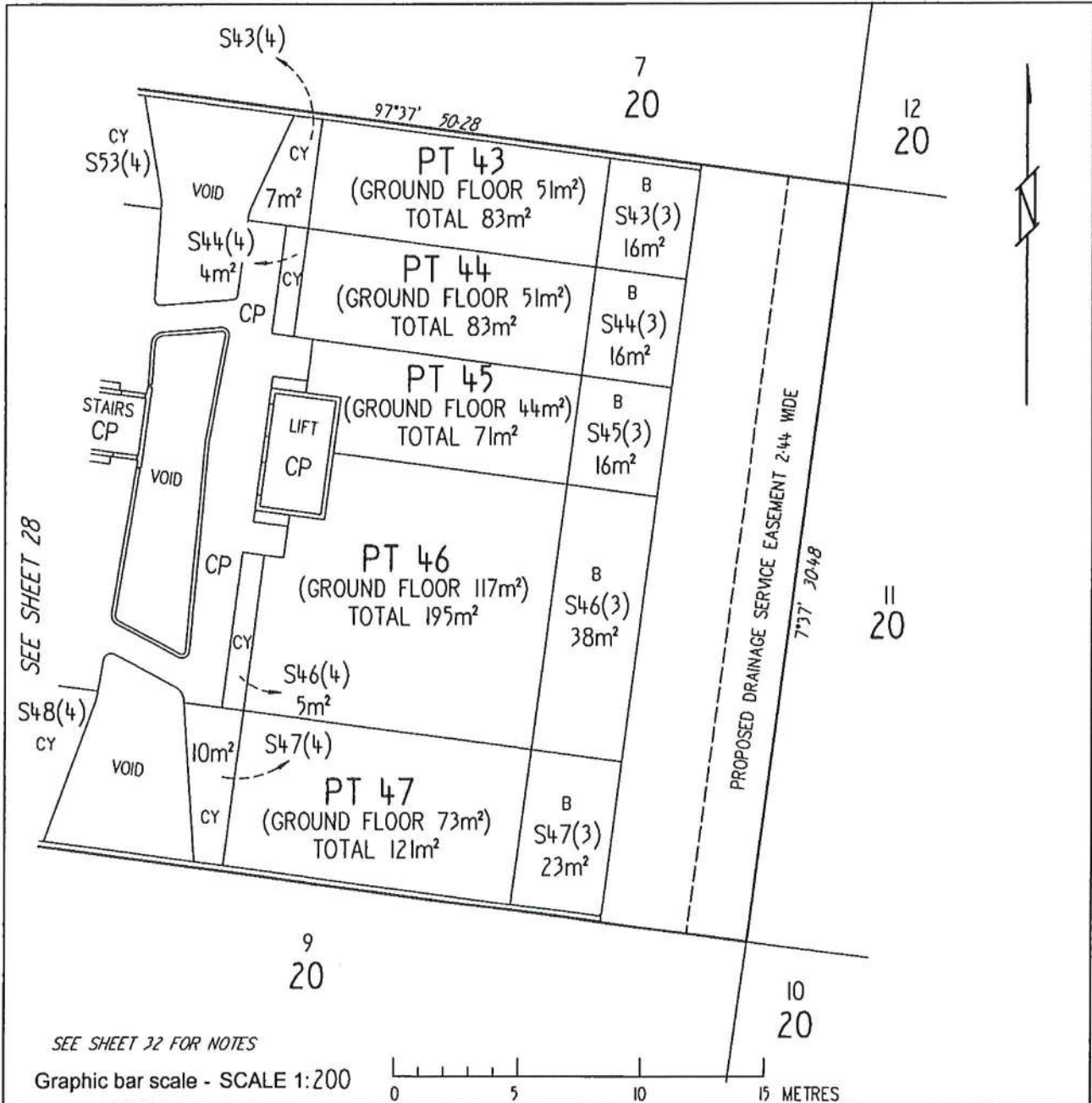
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	SIXTH
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*David Edward Holworth*  
DAVID EDWARD HOLWORTH  
MORT STREET DEN PTY LTD  
600 973 564  
SOLE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey / Delegate of the  
ACT Planning and Land Authority

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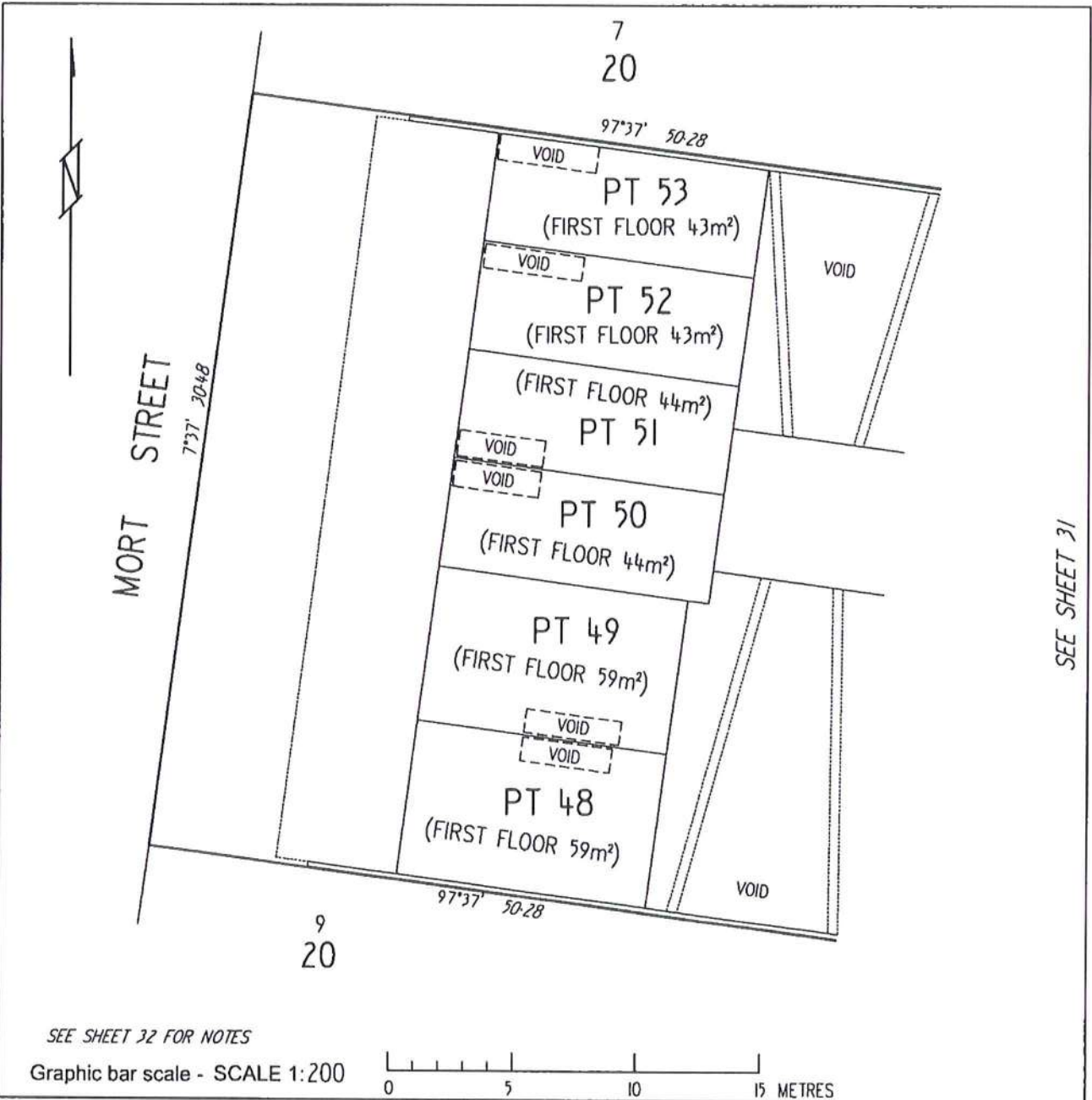
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

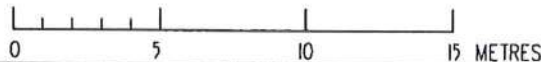
UNITS PLAN No.
4464

FLOOR NUMBER	SEVENTH
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SEE SHEET 32 FOR NOTES

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SEE SHEET 31

DAVID EDWARDS HOWARD  
MORT STREET DEVI AM LTD  
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Registered Proprietor

Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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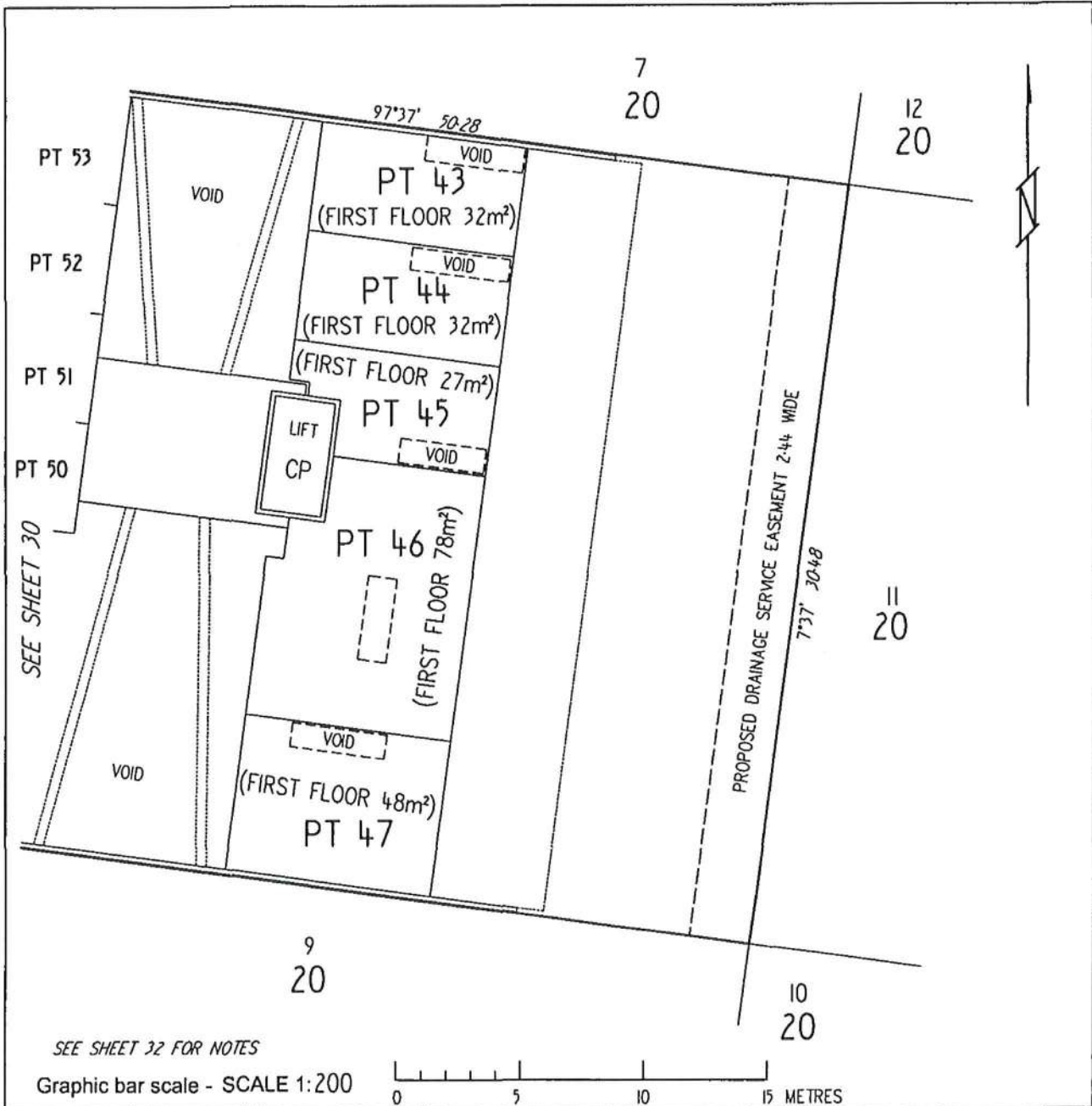
OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

FLOOR NUMBER	SEVENTH
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*David Edward Howard*  
DAVID EDWARD HOWARD  
MOKT STREET DEVELOPERS LTD  
BOX 973 564  
SOLE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey  
Delegate of the  
ACT Planning and Land Authority

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OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

LEGEND and SPECIFICATION SHEET

NOTES:

- CP - DENOTES COMMON PROPERTY
- ∅ - DENOTES UNIT SUBSIDIARY BOUNDARY THROUGH CENTRELINE OF COLUMN
- \* - DENOTES UNIT SUBSIDIARY BOUNDARY ALONG FACE OF COLUMN / WALL
- R - DENOTES METAL STOREROOM
- PA - DENOTES CAR PARKING AREA
- CY - DENOTES COURTYARD
- C - COLUMN (COMMON PROPERTY)
- B - DENOTES BALCONY

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

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

ALL AREAS ARE APPROXIMATE ONLY AND MAY CONTAIN COLUMNS AND SERVICE DUCTS WHICH ARE COMMON PROPERTY

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

UNIT AREAS SHOWN ARE FOR THE PURPOSES OF THIS UNITS PALN ONLY AND MUST NOT BE USED FOR ANY OTHER PURPOSE

FOR UNITS THAT HAVE PARTS, THE AREA FOR THE STAIRWELL PENETRATION ON THE UPPER FLOOR HAS NOT BEEN INCLUDED IN THE FLOOR AREA

*David Edwards*  
DAVID EDWARDS HOLDINGS  
1001 STREET DEVELOPMENT LTD  
600 973 564  
SOLE DIRECTOR  
Registered Proprietor

*Lyn Tankey*  
Lyn Tankey  
Delegate of the ACT Environment and Sustainable  
Development Directorate

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OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING (PA)		STOREROOM (R)		BALCONY (B)		COURTYARD (CY)		
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
40 MORT STREET	1	21	SECOND	1	S1	17	S2	17	S3	21	S4	21	4
	2	21	SECOND	2	S1	7	S2	7	S3	21	S4	21	4
	3	21	SECOND	3	S1	7	S2	7	S3	21			3
	4	21	SECOND	4	S1	10	S2	13	S3	21			3
	5	21	SECOND	5	S1	6	S2	6	S3	21	S4	21	4
	6	21	SECOND	6	S1	6	S2	6	S3	21	S4	21	4
	7	23	THIRD	7	S1	7	S2	11	S3	23	S4	23	4
	8	23	THIRD	8	S1	10	S2	11	S3	23	S4	23	4
	9	23	THIRD	9	S1	10	S2	13	S3	23			3
	10	23	THIRD	10	S1	10	S2	7	S3	23			3
	11	23	THIRD	11	S1	6	S2	6	S3	23	S4	23	4
	12	23	THIRD	12	S1	6	S2	6	S3	23	S4	23	4
	13	22	THIRD	13	S1	6	S2	6	S3	22	S4	22	4
	14	22	THIRD	14	S1	9	S2	9	S3	22	S4	22	4
	15	22	THIRD	15	S1	7	S2	7	S3	22	S4	22	4
	16	22	THIRD	16	S1	11	S2	11	S3	22	S4	22	4
	17	22	THIRD	17	S1	11	S2	11	S3	22	S4	22	4
	18	22	THIRD	18	S1	11	S2	11	S3	22	S4	22	4
	19	25	FOURTH	19	S1	11	S2	11	S3	25	S4	25	4
	20	25	FOURTH	20	S1	8	S2	8	S3	25	S4	25	4
	21	25	FOURTH	21	S1	7	S2	13	S3	25			3
	22	25	FOURTH	22	S1	8	S2	8	S3	25			3
	23	25	FOURTH	23	S1	9	S2	9	S3	25	S4	25	4
	24	25	FOURTH	24	S1	9	S2	9	S3	25	S4	25	4
	25	24	FOURTH	25	S1	12	S2	12	S3	24	S4	24	4
	26	24	FOURTH	26	S1	6	S2	6	S3	24	S4	24	4

*Law*  
*to do*  
LAW EDWARD HOWARD  
MORT STREET DEVL PTN LTD  
600 973564  
SOLE DIRECTOR Registered Proprietor

*V Valley* Lyn Tankey...  
Delegate of the ACT Environment and Sustainable Development Directorate

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OFFICE OF REGULATORY SERVICES  
ACT Justice and Community Safety Directorate

FLOOR PLAN

Division	Section	Block
BRADDON	20	8

UNITS PLAN No.
4464

UNIT & SUBSIDIARY INDEX

ADDRESS	UNIT IDENTIFIER				SUBSIDIARIES								SUBSIDIARY TOTAL
	UNIT No	SHEET No	FLOOR	DOOR No	CAR PARKING (PA)		STOREROOM (R)		BALCONY (B)		COURTYARD (CY)		
					SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	SUB No	SHEET No	
40 MORT STREET	27	24	FOURTH	27	S1	8	S2	8	S3	24	S4	24	4
	28	24	FOURTH	28	S1	8	S2	8	S3	24	S4	24	4
	29	24	FOURTH	29	S1	8	S2	8	S3	24	S4	24	4
	30	24	FOURTH	30	S1	8	S2	8	S3	24	S4	24	4
	31	27	FIFTH	31	S1	13	S2	13	S3	27	S4	27	4
	32	27	FIFTH	32	S1	13	S2	13	S3	27	S4	27	4
	33	27	FIFTH	33	S1	9	S2	9	S3	27			3
	34	27	FIFTH	34	S1	13	S2	13	S3	27			3
	35	27	FIFTH	35	S1	10	S2	13	S3	27	S4	27	4
	36	27	FIFTH	36	S1	10	S2	8	S3	27	S4	27	4
	37	26	FIFTH	37	S1	16	S2	17	S3	26	S4	26	4
	38	26	FIFTH	38	S1	10	S2	9	S3	26	S4	26	4
	39	26	FIFTH	39	S1	16	S2	13	S3	26	S4	26	4
	40	26	FIFTH	40	S1	17	S2	17	S3	26	S4	26	4
	41	26	FIFTH	41	S1	17	S2	17	S3	26	S4	26	4
	42	26	FIFTH	42	S1	17	S2	17	S3	26	S4	26	4
	43	29	SIXTH	43	S1	7	S2	7	S3	29	S4	29	4
	44	29	SIXTH	44	S1	15	S2	15	S3	29	S4	29	4
	45	29	SIXTH	45	S1	14	S2	14	S3	29			3
	46	29	SIXTH	46	S1	14	S2,S3	14,13	S3	29	S4	29	5
	47	29	SIXTH	47	S1	12	S2	12	S3	29	S4	29	4
	48	28	SIXTH	48	S1	15	S2	15	S3	28	S4	28	4
	49	28	SIXTH	49	S1	16	S2	15	S3	28	S4	28	4
	50	28	SIXTH	50	S1	12	S2	12	S3	28	S4	28	4
	51	28	SIXTH	51	S1	12	S2	12	S3	28	S4	28	4
	52	28	SIXTH	52	S1	12	S2	12	S3	28	S4	28	4
	53	28	SIXTH	53	S1	12	S2	12	S3	28	S4	28	4
	54	18	GROUND	54	S1	19							1
	55	18	GROUND	55	S1,S2	19							2
	56	20	SECOND	56	S1,S3,S4,S5	14,15,19,16	S2	14					5

DAVID EDWARDS HOWARTH  
MORT STREET DEVELOPMENT LTD  
600 973 564  
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Registered Proprietor

Lyn Tankey  
Delegate of the ACT Environment and Sustainable  
Development Directorate

# Form 4


Land Titles (Units Titles) Act 1970

UNITS PLAN NO 4164

Block 8 Section 20 Division of BRADDON

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


- |      |    |  |
|------|----|--|
| TERM | 1. | The term of the lease of each of the units expires on the eleventh day of August Two thousand and ninety seven.  |
| RENT | 2. | The rent reserved by and payable under the lease of each of the units is five cents per annum if and when demanded.  |
|      | 3. | Each Lessee of each of the Units Nos 1 – 56 inclusive covenants with the Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") in respect of each Lessee's relevant unit as follows:<br><br>(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;<br><br>(b) to pay to the Authority or any statutory authority his proportion that is equal to the proportion the unit entitlement bears to the aggregate unit entitlement of all the units of any amounts payable by the Owners Corporation to the Authority or a statutory authority (but which has not been paid by the Owners Corporation within the required time under the provisions of any law of the Territory applicable to the unit or common property) and without limiting the generality thereof under the provisions of the <u>Planning and Development Act 2007</u> and the <u>Unit Titles Act 2001</u> ; |

  
DAVID DONALD HOWARD



PURPOSE

- (c) To use Units 1 to 56 for one or more of the following purposes:
- (i) car park PROVIDED THAT if the car park is a primary use of the parcel of land it shall be managed in accordance with a Parking Plan submitted to and approved in writing by the Authority prior to the use of the parcel of land for this purpose;
  - (ii) commercial accommodation use EXCLUDING tourist resort;
  - (iii) communications facility;
  - (iv) community use EXCLUDING child care centre, hospital, place of worship and religious associated use;
  - (v) drink establishment PROVIDED THAT prior to the use of the parcel of land for this purpose the lessee shall submit a parking plan to the Authority for assessment and approval;
  - (vi) funeral parlour;
  - (vii) indoor entertainment facility PROVIDED THAT prior to the use of the parcel of land for this purpose the lessee shall submit a parking plan to the Authority for assessment and approval;
  - (viii) indoor recreation facility;
  - (ix) industrial trades;
  - (x) light industry;
  - (xi) non-retail commercial use PROVIDED THAT the maximum gross floor area used for public agency shall not exceed 200 square metres;
  - (xii) plant and equipment hire establishment;
  - (xiii) residential use;

  
DAVID EDWARD HEWART



- (xiv) restaurant PROVIDED THAT the maximum gross floor area used for restaurant shall not exceed 200 square metres;
- (xv) shop PROVIDED THAT the combined maximum gross floor area used for the purpose of supermarket or shops selling food shall not exceed 200 square metres;
- (xvi) store;
- (xvii) vehicle sales; and
- (xviii) warehouse;

AND FURTHER PROVIDED THAT:

- (A) residential use is prohibited at the ground or first floor level of the building on the parcel of land; and
- (B) should the premises be used for residential use, the use of industrial trades and plant and equipment hire establishment shall not be permitted on the premises; and
- (C) that prior to the redevelopment of the premises for commercial accommodation use, drink establishment, indoor entertainment facility, residential use and/or restaurant, a noise management plan is provided in accordance with clause 3(d) and
- (D) that offices at ground floor level do not occupy more than eight (8) metres of street frontage;


NOISE  
MANAGEMENT

- (d) That the Lessee shall provide a noise management plan to the Environment Protection Authority or its successor, for assessment and approval prior to the alteration or construction of a building(s) on the premises or use of the premises as listed in Clause 3(c). The noise management plan must be prepared by a person suitably qualified in the assessment of environmental noise and state that building(s) to be constructed on the premises comply with all relevant Australian standards and all legislation in force at that time and detail the design and siting, and construction methods which will be used to minimise the impact of noise generated from activities conducted on the premises and/or the impact of external noise affecting residents inside the premises;

  
DAVID EDWARD HKNACT




- COMPLIANCE WITH SITE AUDIT STATEMENT AND SITE AUDIT REPORT (e) That the Lessee shall:
- (i) at the cost of the lessee comply with the requirements set out in the:
    - (A) Site Audit Statement (LBJ 15/08) dated 21 April 2017 by Lange Jorstad of Geosyntec Consultants Pty Ltd, as endorsed by the Environment Protection Authority (EPA); and
    - (B) subordinate 'Site Audit of Block 8 Section 20 Braddon, Canberra Central, ACT' Project Number GSY0038 dated 21 April 2017 by Geosyntec Consultants Pty Ltd (together referred to as the SAR)
    - (C) For Block 8 Section 20 Braddon to the satisfaction of the EPA or its successor or an updated version of these plans (the SAR) as approved by the EPA or its successor;
  - (ii) continue to comply with the requirements of the SAR until the EPA advises that management of the parcel of land in accordance with the requirements of the SAR is no longer required.
- UNIT SUBSIDIARY (f) Not to use any unit subsidiary to that unit as a habitation;
- SERVICE AREAS (g) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the unit is suitably screened from public view;
- FACILITIES AND ACCESS FOR PERSONS WITH A DISABILITY (h) That the Lessee shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared by the Lessee and previously submitted to and approved in writing by the Authority;
- BUILDING SUBJECT TO APPROVAL (i) That the Lessee shall not without the previous approval in writing of the Authority, except where exempt by law, erect any building on the parcel or make any structural alterations to the unit;

  
DAVID EDWARD HOWARD

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- |                       |     |   |
|-----------------------|-----|---|
| REPAIR                | (j) | That the Lessee shall at all times during the said term maintain repair and keep in repair the unit and any unit subsidiary to the satisfaction of the Authority excluding any defined parts under the provisions of the <u>Unit Titles Act 2001</u> ;  |
| FAILURE TO REPAIR     | (k) | If and whenever the Lessee is in breach of the Lessee's obligations to maintain repair and keep in repair the unit and any unit subsidiary the Authority may by notice in writing to the Lessee specifying the repairs and maintenance needed require the Lessee to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Lessee require the Lessee to remove the building or improvement and may require the Lessee to construct a new building or improvement in place of that removed within the time specified in the notice. If the Lessee does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Lessee to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Lessee; |
| RIGHT OF INSPECTION   | (l) | To permit any person or persons authorised by the Authority to enter upon the unit or any unit subsidiary at all reasonable times and in any reasonable manner to inspect the unit;   |
| RATES AND CHARGES     | (m) | To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the unit as and when they are due for payment;  |
| PRESERVATION OF TREES | (n) | That the Lessee shall not, without the previous consent in writing of the Territory, remove any tree: <ul style="list-style-type: none"> <li>(i) that has been identified in a development approval for retention during the period allowed for construction of the building; or</li> <li>(ii) to which the <u>Tree Protection Act 2005</u>, applies;</li> </ul>  |
| MINERALS AND WATER    | (o) | All minerals on or in the unit and the right to the use, flow and control of ground water under the surface of the unit are reserved to the Territory.  |

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 DAVID EDWARD HOLBERT

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

QUIET  
ENJOYMENT

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

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

TERMINATION

(a) That if:

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

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

ACCEPTANCE OF (b)  
RENT

That acceptance of rent or other moneys by the Authority during or after any period referred to in Clause 5(a)(i), (ii) or (iii) shall not prevent or impede the exercise by the Authority of the powers conferred upon it by Clause 5(a);

FURTHER LEASE (c)

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



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NOTICES


- (d) That any notice requirement demand consent or other communication to be given to or served upon the Lessee under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Authority and delivered to or sent in a prepaid letter addressed to the Lessee at the Unit or at the registered office or last known address of the Lessee or affixed in a conspicuous position on the Unit;

EXERCISE OF POWERS

- (e) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory or as the case may be by:
  - (i) the Authority;
  - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
  - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.

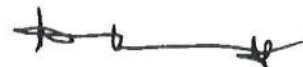
6. In this schedule unless the contrary intention appears:

- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
- (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;
- (c) "business agency" means the use of the parcel of land for the purpose of providing a commercial service directly and regularly to the public;
- (d) "car park" means the use of the parcel of land specifically allocated for the parking of motor vehicles;
- (e) "caretaker's residence" means any dwelling used for the residence of a caretaker, in connection with another land use, including industry and commercial activity;
- (f) "child care centre" means the use of the parcel of land for the purpose of supervising or caring for children of any age throughout a specified period of time in any one day, which is registered under the Children and Young

  
DAVID EDWARDS HONARARY

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

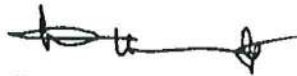
- (g) "class" for a building or structure, means the class of building or structure under the building code (refer to the Building Act 2004);
- (h) "commercial accommodation unit" means a room or suite of rooms that is made available on a commercial basis for short-term accommodation. A commercial accommodation unit may comprise a dwelling but not a room or suite of rooms within a dwelling. It does not include any associated facility such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which is also available for use by non occupant members of the public;
- (i) "commercial accommodation use" means commercial accommodation unit, guest house, hotel, motel, serviced apartment and tourist resort. It does not include a caravan park/camping ground or a group or organised camp;
- (j) "communications facility" means the use of the parcel of land for the provision of facilities for postal, telecommunications and other communication purposes including facilities used for receiving and transmitting radiated signals using radio masts, towers, and antennae systems but does not include cabling or ducting used for the carrying of electromagnetic signals;
- (k) "community use" means child care centre, community activity centre, community theatre, cultural facility, educational establishment, health facility, hospital, place of worship, religious associated use;
- (l) "drink establishment" means the use of the parcel of land for the sale of alcoholic beverages and spirits to members of the public primarily for consumption on the premises, and which is a licensed premise under the Liquor Act 2010;
- (m) "dual occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing for two dwellings;



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- (n) "dwelling":
- (i) means a class 1 building, or a self-contained part of a class 2 building, that:
    - (A) includes the following that are accessible from within the building, or the self-contained part of the building:
      - (1) not more than 2 kitchens;
      - (2) at least 1 bath or shower;
      - (3) at least 1 toilet pan; and
    - (B) does not have access from another building that is either a class 1 building or the self-contained part of a class 2 building; and
  - (ii) includes any ancillary parts of the building and any class 10a buildings associated with the building;
- (o) "educational establishment" means the use of the parcel of land for the purpose of tuition, training or research directed towards the discovery or application of knowledge, whether or not for the purposes of gain, and may include associated residential accommodation;
- (p) "financial establishment" means the use of the parcel of land for the primary purpose of providing finance, investing money, and providing services to lenders, borrowers and investors on a direct and regular basis;
- (q) "funeral parlour" means the use of the parcel of land by an undertaker in the carrying out of that profession. The term includes all ancillary uses such as a funeral chapel and office;
- (r) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement carparking;
- (s) "guest house" means the use of the parcel of land for one or more commercial accommodation units and where common or shared facilities are provided for the

  
W DAVID EDWARD HOWARTH

provision of services such as meals and laundry to occupants of the premises but not to non occupant members of the public;

- (t) "health facility" means the use of the parcel of land for providing health care services (including diagnosis, preventative care or counselling) or medical or surgical treatment to out patients only;
- (u) "hospital" means the use of the parcel of land for the medical care (including diagnosis, preventative care and counselling) of in-patients, whether or not out-patients are also provided with care or treatment, and may include associated residential accommodation;
- (v) "hotel" means the use of the parcel of land for one or more commercial accommodation units and where the premise is licensed under the Liquor Act 2010. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public;
- (w) "indoor entertainment facility" means the use of the parcel of land for entertainment where such use is primarily indoors;
- (x) "indoor recreation facility" means the use of the parcel of land for sporting activities where such use is primarily indoors;
- (y) "industrial trades" means the use of the parcel of land for the selling, hiring or servicing of goods or materials for industrial, agricultural, construction, transport or like purposes where:
  - a) a large area for handling, storage or display is required; and/or
  - b) the activity carried out has the potential to have an environmental impact similar to *industry* in terms of traffic and parking generation, noise and air pollution, and visual impact;
- (z) "industry" means the use of the parcel of land for the principal purpose of manufacturing, assembling, altering, repairing, renovating, ornamenting, finishing, cleaning, washing, winning of minerals, dismantling, processing, or adapting of any goods or any articles;



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- (aa) "Lessee" shall:
- (i) where the Lessee consists of one person be deemed to include the Lessee and the executors administrators and assigns of the Lessee;
  - (ii) where the Lessee consists of two or more persons be deemed to include in the case of a tenancy in common the persons and each of them and their and each of their executors administrators and assigns and in the case of a joint tenancy the persons and each of them and their and each of their assigns and the executors administrators and assigns of the survivor of them; and
  - (iii) where the Lessee is a corporation be deemed to include such corporation and its successors and assigns;
- (bb) "light industry" means an industry, not being a general, offensive, hazardous or mining industry, in which the processes carried on, the transportation involved or the machinery or materials used do not interfere with the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit, oil or otherwise, The use includes a craft workshop;
- (cc) "motel" means the use of the parcel of land for one or more commercial accommodation units and where the units are provided with convenient space for parking of motor vehicles. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A motel may be licensed under the Liquor Act 2010;
- (dd) "multi-unit housing" means the use of the parcel of land for more than one dwelling and includes but is not limited to dual occupancy housing and triple occupancy housing;
- (ee) "non retail commercial use" means business agency, financial establishment, office, or public agency;

  
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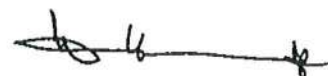
- (ff) "office" means the use of the parcel of land used for the purpose of administration, clerical, technical, professional or like business activities, including a government office, which does not include dealing with members of the public on a direct and regular basis except where this is ancillary to the main purpose of the office;
- (gg) "place of worship" means the use of the parcel of land for the primary purposes of religious worship and associated activities by a congregation, religious group or members of the public whether or not the premises are also used for religious instruction, tuition, meetings, training and other community activities;
- (hh) "plant and equipment hire establishment" means the use of the parcel of land where plant and equipment are stored, displayed and hired out or leased to persons for intermittent use, but does not include premises used for the purposes of hiring home entertainment equipment, such as stereo sound systems, television, video cassette recorders, video tapes and the like;
- (ii) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (jj) "public agency" means the use of the parcel of land for the purpose of providing a public service directly and regularly to the public and includes a government agency, which provides a commercial service to the public;
- (kk) "religious associated use" means the use of the parcel of land for the activities conducted by religious organisations other than for worship or for offices and may include residential accommodation by ministers of religion;
- (ll) "residential care accommodation" means the use of the parcel of land by an agency or organisation that exists for the purposes of providing accommodation and services such as the provision of meals, domestic services and personal care for persons requiring support. Although services must be delivered on site, management and preparation may be carried out on site or elsewhere;



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- (mm) "residential use" means caretaker's residence, multi-unit housing, residential care accommodation, retirement complex, single dwelling housing and supportive housing;
- (nn) "restaurant" means the use of the parcel of land for the primary purpose of providing food for consumption on the premises whether or not the premises are licensed premises under the Liquor Act 2010 and whether or not entertainment is provided;
- (oo) "retirement complex" means the use of the parcel of land for permanent residential accommodation for persons aged 55 years or over and which consists of a grouping of self-care units as well as a hostel and/or nursing home accommodation together with ancillary facilities provided for the use of residents. Ancillary facilities may include chapels, medical consulting rooms, meeting rooms, recreational facilities, therapy rooms, kiosk facilities and the like;
- (pp) "serviced apartment" means an apartment that is used as a commercial accommodation unit;
- (qq) "shop" means the use of the parcel of land for the purpose of selling, exposing or offering the sale by retail or hire, goods and personal services, and includes bulky goods retailing, department store, personal service, retail plant nursery, supermarket and take-away food shop;
- (rr) "single dwelling housing" means the use of the parcel of land for residential purposes for a single dwelling only;
- (ss) "store" means the use of the parcel of land for the storage, whether permanent or temporary, of goods (not including obsolete motor vehicles or obsolete machinery) within or upon which no trade (whether retail or wholesale) or industry is carried on;
- (tt) "supportive housing" means the use of the parcel of land for residential accommodation for persons in need of support, which is managed by a Territory approved organisation that provides a range of support services such as counselling, domestic assistance and personal care for residents as required. Although such services must be able to be delivered on site, management and preparation may be carried out on site or elsewhere. Housing may be provided in the form of self-contained dwellings;



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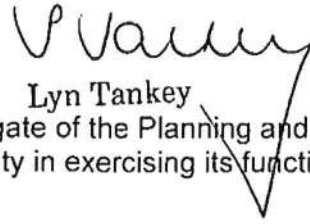


- (uu) "Territory" means:
- (i) when used in a geographical sense the Australian Capital Territory; and
  - (i) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (vv) "tourist resort" means the use of the parcel of land for one or more commercial accommodation units together with a wide range of recreational and/or cultural facilities in a resort style setting. It may also include associated facilities such as a restaurant, bar or functions room, which may be used by the occupants of the premises but, which are also available for use by non occupant members of the public. A tourist resort may be licensed under the Liquor Act 2010;
- (ww) "triple occupancy housing" means the use of the parcel of land that was originally used or leased for the purposes of single dwelling housing or dual occupancy housing for three dwellings;
- (xx) "vehicle sales" means the use of the parcel of land for the sale, hire, display or offering for sale or hire of new or used motor vehicles, caravans, motor cycles, boats, trailers or other vehicles. The term includes the ancillary use of such premises for the sale of spare parts or accessories and the storage, cleaning and maintenance of such vehicles, but does not include a service station;
- (yy) "warehouse" means the use of the parcel of land for the purposes of the bulk sale of goods to be retailed by others or the bulk storage of goods, merchandise or materials pending their sale and distribution to persons engaged in the retail trade but does not include premises used for the purpose of bulk storage of calcium carbide, flammable liquid, solid fuel, gas, hide, skins, tallow, bones, or motor vehicles for recovery of spare parts or accessories;
- (zz) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;

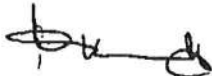
  
DAVID EDWARD HOWARD  


- (aaa) "unit subsidiaries" has the same meaning as in the Unit Titles Act 2001;
- (bbb) words in the singular include the plural and vice versa;
- (ccc) words importing one gender include the other genders;
- (ddd) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Fifteenth..... day of May.....2018.



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



DAVID EDWARD HOWARD

LESSEE: MORT STREET DEV1 PTY LIMITED A.C.N. 600 973 564

## Form 5


Land Titles (Unit Titles) Act 1970

UNITS PLAN NO 4464

Block 8 Section 20 Division of BRADDON

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

1. The term of the lease expires on the eleventh day of August Two thousand and ninety seven.
2. The rent reserved by and payable under the lease is five cents per annum if and when demanded.
3. That:
  - (a) the Authority, on behalf of the Commonwealth, grants over that part of the parcel of land identified as a services easement on the Deposited Plan an easement ("Easement") in favour of the relevant provider (referred to as the "service provider");
  - (b) the service provider may:
    - (i) provide, maintain and replace services supplied by that service provider through the parcel of land within the site of the Easement; and
    - (ii) do anything reasonably necessary for that purpose, including without limitation:
      - (A) entering or passing through the parcel of land;
      - (B) taking anything on to the parcel of land; and
      - (C) carrying out work, including without limitation, constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment;
  - (c) in exercising the powers in Clause 3(b), the service provider must take all reasonable steps to:

  
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- (i) ensure that the work carried out on the parcel of land causes as little disruption, inconvenience and damage as is practicable; and
  - (ii) ensure that the parcel of land is restored as soon as practicable to a condition that is similar to its condition before the work was carried out;
- (d) Clause 3(c)(ii), does not require the service provider to restore:
- (i) the parcel of land to a condition that would result in:
    - (A) an interference with:
      - (1) any service on or through the parcel of land; or
      - (2) access to any service on or through the parcel of land; or
    - (B) a contravention of a law of the Territory; or
  - (ii) any building or structure placed or constructed on any part of the parcel of land comprising the Easement;
- (e) the Owners Corporation must not place or construct, nor permit to be placed or constructed, a building or structure or any part of a building or structure on any part of the parcel of land comprising the Easement UNLESS written advice from the service provider is obtained;
- (f) for the purposes of the Easement, "services", includes, without limitation, the supply of water, gas, electricity and discharge or drainage of water, stormwater and sewerage; and
- (g) nothing in this clause diminishes or affects any rights or powers of a service provider conferred under any statute, regulation or law.
4. The Owners - Units Plan No. 446<sup>A</sup> ("the Owners Corporation") covenants with Planning and Land Authority ("the Authority") on behalf of the Commonwealth of Australia ("the Commonwealth") as follows:
- (a) To pay to the Authority at Canberra the rent hereinbefore reserved within one month of the date of any demand made by the Authority relating thereto and served on the Owners Corporation;
  - (b) To use the common property for the purpose of carparking, landscaping, paving, lighting, storage areas, service areas, vehicular and pedestrian access and for any other purpose approved by the Owners Corporation PROVIDED THAT these uses are consistent with the permitted purposes of the units;

  
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- (c) That the Owners Corporation shall:
- (i) at the cost of the Owners Corporation comply with the requirements set out in the:
    - (A) Site Audit Statement (LBJ 15/08) dated 21 April 2017 by Lange Jorstad of Geosyntec Consultants Pty Ltd, as endorsed by the Environment Protection Authority (EPA); and
    - (B) Subordinate 'Site Audit of Block 8 Section 20 Braddon, Canberra Central, ACT' Project Number GSY0038 dated 21 April 2017 by Geosyntec Consultants Pty Ltd (together referred to as the SAR)
    - (C) For Block 8 Section 20 Braddon to the satisfaction of the EPA or its successor or an updated version of these plans (the SAR) as approved by the EPA or its successor;
  - (ii) continue to comply with the requirements of the SAR until the EPA advises that management of the parcel of land in accordance with the requirements of the SAR is no longer required.
- (d) Not to erect any building or make any structural alterations in any building or part of a building or other improvement on the common property without the previous approval in writing of the Authority, except where exempt by law;
- (e) At all times during the term of the lease maintain repair and keep in repair to the satisfaction of the Authority all buildings parts of buildings landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives and all other improvements on the common property and without limiting the generality thereof to maintain repair and keep in good working order the services situated in or on the land forming the common property;
- (f) except where necessary for compliance with Clause 4(e) of this lease not to install any services or make any alterations in any of the services or any part of the services situated in or on the land forming the common property without the previous approval in writing of the Authority;
- (g) If and whenever the Owners Corporation is in breach of the Owners Corporation's obligations to maintain repair and keep in repair any building part of a building landscaping storage areas covered carparking hardstanding carparking adequately illuminated vehicle access roads pedestrian pathways and vehicle access drives or other improvements on the common property or to repair or keep in good

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DAVID EDUARDO HOWARD

working order the services or any parts thereof situated in or on the parcel of land forming the common property the Authority may by notice in writing to the Owners Corporation specifying the repairs and maintenance needed require the Owners Corporation to effect the necessary work in accordance with the notice. If the Authority is of the opinion that a building or some other improvement on the leased parcel is beyond reasonable repair the Authority may by notice in writing to the Owners Corporation require the Owners Corporation to remove the building or improvement and may require the Owners Corporation to construct a new building or improvement in place of that removed within the time specified in the notice. If the Owners Corporation does not carry out the required work within the time specified by the Authority any person or persons duly authorised by the Authority with such equipment as is necessary may enter upon the leased parcel and carry out the necessary work and all costs and expenses incurred by the Authority in carrying out the work shall be paid by the Owners Corporation to the Authority on demand and from the date of such demand until paid shall for all purposes of this lease be a debt due and payable to the Authority by the Owners Corporation;

- (h) To permit any person or persons authorised by the Authority to enter upon the common property at all reasonable times and in any reasonable manner and inspect the common property and buildings parts of buildings services parts of services and improvements situated in or on the parcel of land forming the common property;
- (i) That the Owners Corporation shall illuminate and keep illuminated all public access areas, carparks and driveways on the parcel of land at the Owners Corporations cost during the evening hours of operation to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (j) That the Owners Corporation shall provide and maintain an area for the loading and unloading of vehicles on the parcel of land to a standard acceptable to the Authority in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (k) That the Owners Corporation shall provide and maintain facilities and access on the parcel of land for persons with a disability in accordance with plans and specifications prepared and previously submitted to and approved in writing by the Authority;
- (l) That the Owners Corporation shall screen and keep screened all service areas to the satisfaction of the Authority and shall ensure that all plant and machinery contained within the common property is suitably screened from public view;



DAVID EDUARDO HANAETHI



- (m) 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;
  - (n) All minerals on or in the common property and the right to the use, flow and control of ground water under the surface of the common property are reserved to the Territory.
5. It is mutually covenanted and agreed by the Commonwealth of Australia and the Owners Corporation as follows:
- (a) That if the common property is at any time not used for a period of one year for the purpose for which this lease is granted the Authority on behalf of the Commonwealth may terminate this lease but without prejudice to any claim which the Authority or the Commonwealth may have against the Owners Corporation in respect of any breach of the covenants on the part of the Owners Corporation to be observed or performed;
  - (b) That any extension of terms for all the leases shall be in accordance with the provisions of the Planning and Development Act 2007;
  - (c) Any and every right, power or remedy conferred on the Commonwealth or Territory in this lease, by law or implied by law may be exercised on behalf of the Commonwealth or the Territory as the case may be by:
    - (i) the Authority;
    - (ii) an authority or person for the time being authorised by the Authority or by law to exercise those powers or functions of the Commonwealth or Territory; or
    - (iii) an authority or person to whom the Authority has delegated all its powers or functions under the Planning and Development Act 2007.
6. In this schedule unless the contrary intention appears:
- (a) "Authority" means the Planning and Land Authority established by section 10 of the Planning and Development Act 2007;
  - (b) "building" means any building or structure constructed or partially constructed or to be constructed, as the context permits or requires, on or under the parcel of land;

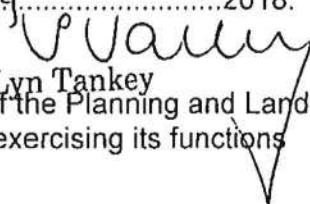


DAVID EDWARD HOWARTH



- (c) "gross floor area" means the sum of the area of all floors of the building measured from the external faces of the exterior walls or from the centre lines of walls separating the building from any other building excluding any area used solely for rooftop fixed mechanical plant and/or basement car parking;
- (d) "owners corporation" means the body corporate under the name of 'The Owners - Units Plan No. 4464';
- (e) "premises" means the parcel of land and any building or other improvements on the parcel of land;
- (f) "services" means hydraulic mains stormwater drains sewer lines hydraulic fire mains and hydrants together with all necessary appurtenances;
- (g) "Territory" means:
  - (i) when used in a geographical sense the Australian Capital Territory; and
  - (ii) when used in any other sense the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (C'th);
- (h) "unit" means the parcel of land and the building and other improvements constructed or to be constructed on a part of the relevant parcel of land shown on the Units Plan as a unit;
- (i) words in the singular include the plural and vice versa;
- (j) words importing one gender include the other genders;
- (k) a reference in this lease to any statute or statutory provision shall include a reference to any statute or statutory provision that amends, extends, consolidates or replaces the statute or statutory provision and to any other regulation, instrument or other subordinate legislation made under the statute.

Dated this.....Fifteenth..... day of.....May.....2018.

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

  
DAVID EDWARD HUNVARTY

LESSEE: MORT STREET DEV1 PTY LIMITED A.C.N. 600 973 564



## 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.

<b>Unit</b>	<b>15</b>	<b>Block</b>	<b>8</b>	<b>Section</b>	<b>20</b>	<b>Suburb</b>	<b>BRADDON</b>
-------------	-----------	--------------	----------	----------------	-----------	---------------	----------------

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) <span style="border: 1px solid black; padding: 0 2px;">N/A</span>	( )	( )
Certificate Number:		Dated:

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

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

Date: 17-MAR-26 13:18:41

Applicant's Name : Info Track  
 E-mail Address : actenquiries@infotrack.com.au  
 Client Reference : 266873 - 188930272



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

17-MAR-2026 13:18

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

Page 1 of 4

**INFORMATION ABOUT THE PROPERTY**

**BRADDON Section 20/Block 8/Unit 15**

**Building Class: A**

**Area(m2):** 1,532.9

**Unimproved Value:** \$5,800,000

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

Page 2 of 4

**DEVELOPMENT APPLICATIONS ON THE PROPERTY (SINCE APRIL 1992)**

**Application** DA201426530      **Lodged** 24-NOV-14      **Type** See Subclass

**-- Application Details -----**

**Description**

MIXED USE - DEMOLITION - 3 COMMERCIAL UNITS - 54 RESIDENTIAL UNITS. Proposed demolition of existing building. Construction of a seven storey mixed commercial and residential development with two to three levels of basement and under croft car parking, internal courtyard space and associated site works.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	20	8-8	

**-- Involved Parties -----**

Role	Name
Lessee	Gemac Investments Pty Limited
Lessee	Albina Nominees Pty Ltd
Applicant	Cbre (V) Pty Limited

**-- Activities -----**

Activity Name	Status
Merit Track	Approval Conditional

**Application** DA201018561      **Lodged** 19-AUG-10      **Type** See Subclass

**-- Application Details -----**

**Description**

Lease Variation - The proposal is to vary the purpose clause by adding the following further uses: "commercial accommodation use; community use (EXCLUDING child care facility, hospital, place of worship and religious associated use); communications facility; drink establishment; funeral parlour; indoor entertainment facility; non retail commercial use, residential use, store; transport depot; vehicle sales and warehouse.

Deleting the GFA restriction in the purpose clause for public agency; and restaurant and deleting the requirement of not more than one dwelling.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	20	8-8	

**-- Involved Parties -----**

Role	Name
Lessee	Albina Nominees Pty Limited
Lessee	Gemac Investments Pty Limited
Applicant	Cb Richard Ellis

**-- Activities -----**

Activity Name	Status
Da - Reconsideration	Active
Merit Track	Approval Conditional



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 MITCHELL ACT 2911

17-MAR-2026 13:18

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

Page 3 of 4

**Application** DA200600371      **Lodged** 03-FEB-06      **Type** Lease Variation

**-- Application Details -----**

**Description**

LEASE VARIATION - To vary the Crown lease to read as follows: industry, bulky goods retailing, business agency, carpark, community activity centre, educational establishment, financial establishment, health facility, indoor recreation facility, office, plant and equipment hire, public agency, restaurant PROVIDED THAT the maximum gross floor area used for restaurant shall not exceed 200 square metres, shop PROVIDED THAT the maximum gross floor area used for a supermarket or other shop selling food shall not exceed 200 square metres, not more than one residence.

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	20	8-8	

**-- Involved Parties -----**

Role	Name
Applicant	Mccann Property & Planning
Lessee	Albina Nominees Pty Ltd
Lessee	Grmac Investments Pty Ltd

**-- Activities -----**

Activity Name	Status
Da - Public Notification	Approval Conditional

**Application** DA20010704      **Lodged** 02-MAR-01      **Type** Non-residential

**-- Application Details -----**

**Description**

Extensions to existing building

**-- Site Details -----**

District	Division	Section	Block(s)	Unit
Canberra Central	Braddon	20	8-8	

**-- Involved Parties -----**

Role	Name
Applicant	Perin
Lessee	Albina Nominees
Lessee	Gemac Investments

**-- Activities -----**

Activity Name	Status
Da - (Dap)	Approved

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



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

17-MAR-2026 13:18

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

Page 4 of 4

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 recorded by the Environment Protection Authority (EPA) regarding the contamination status of the land. This information is available via the EPA Contaminated Land Search. For further information on how to perform a search, please go to: <https://www.accesscanberra.act.gov.au/city-services/contaminated-sites> . For general information on land contamination in the ACT, please contact the Environment Protection Authority on 13 22 81.

### **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](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 ----



Access Canberra

Chie



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LAND TITLES  
NBERRA  
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2184822

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Form 094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Postal Address	Contact Telephone Number
Civium Strata	17-23 Townshend Street Phillip ACT 2606	1300 724 256

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2348:80	Braddon	20	8	4464

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

House Rules lodgements

SUPPORTING DOCUMENTATION (Please tick appropriate item - Original signed copy must be supplied)	COMMON SEAL OF OWNERS CORPORATION (Seal must be affixed)
<input type="checkbox"/> x 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	Signature
Full Name (Block Letters) GERI BENNETT	Full Name (Block Letters) GREGORY LEGGE
Address 17-23 TOWNSHEND STREET PHILLIP ACT 2606	Address 17-23 TOWNSHEND STREET PHILLIP ACT 2606
Office Held ASSOCIATES MANAGER	Office Held STRATA ASSOCIATE

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion
Data entered by			
Registered by		Registration Date	12 NOV 2018

## The Gallery - UNITS PLAN 4464

40 Mort Street, Braddon ACT 2612

### RULES

#### 1 Definitions etc

- (1) In these rules:

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

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

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

#### 2 Payment of rates and taxes by unit owners

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



#### 3 Repairs and maintenance

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

#### 4 Erections and alterations

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

- (a) in accordance with the express permission of the Executive Committee by ordinary resolution; and

*Note* Erections or Alterations mean an amendment of that to the original structural layout of a unit that might allow more/less total floor space. Another example is altering the visual appearance of a unit as seen from Common Property or externally. Altering appliances or fixing of shelves do not require approval.

- (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).

*Note* An example is part of the Act, is not exhaustive and may extend, but does not limit, the meaning of the provision in which it appears (see Legislation Act, s 126 and s 132)

- (2) Permission may be given subject to conditions stated in the resolution.
- (3) Windows facing the internal atrium shall only be furnished using window coverings in the colour shades of Charcoal, Beige, Dark Grey, White or any other colour approved by the Executive Committee.
- (4) Installation/fixation of any type of screening (*ie. Bamboo*), even temporary, is not permitted to be installed on Balconies or entrance courtyards; unless approved by the Executive Committee. Plant screening is allowed.

**5 Use of common property**

A unit owner must not use the common property, or permit it to be used, to interfere unreasonably with the use and enjoyment of the common property by an owner, occupier or user of another unit. Visitor Parking spaces are for the express use of visitors only and not for residents.

**6 Hazardous use of unit**

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

- (1) Car Spaces are to be kept clear of any items and are to be used for vehicle/bicycle parking only.

**7 Use of unit—nuisance or annoyance**

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This article does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**8 Noise**

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This article does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.
- (5) Residents are to keep noise to a minimum at all times, but in particular between the hours of 10:00pm to 7:00am; complying with any law in force in the territory.

**9 Illegal use of unit**

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

**10 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or the rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;

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  - (b) carry out any maintenance required under the Act or these rules;

## The Gallery - UNITS PLAN 4464

40 Mort Street, Braddon ACT 2612

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- (a) in accordance with the express permission of the Executive Committee by ordinary resolution; and

*Note* Erections or Alterations mean an amendment of that to the original structural layout of a unit that might allow more/less total floor space. Another example is altering the visual appearance of a unit as seen from Common Property or externally. Altering appliances or fixing of shelves do not require approval.

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- (4) Installation/fixation of any type of screening (*ie. Bamboo*), even temporary, is not permitted to be installed on Balconies or entrance courtyards; unless approved by the Executive Committee. Plant screening is allowed.

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- (c) do anything else the owners corporation is required to do under the Act or these rules.
- (2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).
- (3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—
  - (a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of his or her intention to do the thing; or
  - (b) in an emergency, it is essential that it be done without notice.
- (4) The executive committee may give a written authority to a person to represent the corporation under this rule.

#### 11 Seal of owners corporation

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

- (a) the seal must be attached by decision of the executive committee; and
  - 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.

#### 12 Pets

A unit owner or occupier must:

- (a) notify the owners corporation that an animal is to be kept in the Unit prior to an animal being kept in the Unit.
- (b) Keep all animals within the Unit, except when it is being taken into or out of the Unit;
- (c) carry the animal or have it under control on a leash when it is being taken into or out of the Unit;
- (d) take such action as may be necessary to clean all area of the Unit or the common property that is soiled by the animal; and
- (e) immediately pick up and dispose of any animal waste that may be deposited on common property.

Subject to the unit owner or occupier complying with this rule then a unit owner or occupier may keep up to two(2) small quiet pets on the property without prior consent of the owners corporation. In addition to this the unit owner or occupier may keep fish kept in a secure aquarium within the unit. Approval to keep animals by a unit owner or occupier may be withdrawn by the owners corporation by ordinary Resolution if the animal(s) becomes a nuisance or annoyance to other unit owners.



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Civium Property Group  
Locked Bag 3008  
WODEN ACT 2606  
Ph: 1300 724 256  
Mark.Zezulka@civium.com.au



**MINUTES OF  
FIRST ANNUAL GENERAL MEETING 2018**

**OWNERS UNIT PLAN - 4464**

**40 Mort Street  
BRADDON ACT 2612**

Held on :

**Wednesday, 05 September 2018 06:00 PM**

Held at :

**The Griffin Centre: Meeting Room 6  
20 Genge Street  
Canberra City ACT 2600**



## MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4464

Held Wednesday, 05 September 2018 6:00 PM at  
The Griffin Centre: Meeting Room 6 20 Genge Street Canberra City ACT 2600

**Present**

- Mr Brendan Ellis & Elizabeth Culver (2)
- Rebecca Greenlees (11)
- Shannon Armstrong (16)
- Matthew Vankan (22)
- Heather Lyell-Martin & Josh Martin (23)
- Feng Chong & Wang Xinyu (24)
- Mr Robert Sloan (26)
- Joshua See (31)
- Mr David Dukes (37)
- Howdav Pty Ltd represented by Mr David Howarth (46)
- Mr Peter Dey (48)
- Mr Scott Mashford (49)
- Matthew Keele & Jodie Wearne (52)
- Mrs Emma Lewis (53)

**In Attendance**

- Mr Mark Zezulka (Civium Strata)
- Mr Jarrod Smith (Civium Strata)

**Proxies**


- Mort Street Dev1 Pty Ltd (3) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (4) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (27) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (28) in favour of Mr David Howarth
- Mr Christopher Gardiner (30) in favour of Chairperson
- Mort Street Dev1 Pty Ltd (47) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (51) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (55) in favour of Mr David Howarth
- Mort Street Dev1 Pty Ltd (56) in favour of Mr David Howarth

**Chairperson** Mr Peter Dey (48)

**Reduced Quorum Meeting (meeting commenced at 6:15pm)**



<b>MOTION</b>	<b>Motion for consideration</b>
	<p><i>It was brought to the Managing Agents attention that Schedule 3 (s3.37) of the Unit Titles Management act 2011 limits the number of proxies a developer is permitted to exercise at a General Meeting and only being able to exercise one vote. The Managing Agent was not aware of any such limits, and allowed all proxies to remain as submitted. Following further investigation, the Managing Agent clarifies that the limit placed on a developer is a total of 3 votes with an additional vote as the developer owned a unit under his own name.</i></p>

1	<b>Presentation of Inaugural Minutes (ORDINARY RESOLUTION)</b>				
	<p>In accordance with Schedule 3 Part 4 of the <i>Unit Titles (Management) Act 2011</i> the Inaugural Minutes are now presented at the first Annual General Meeting of the Owners Corporation.</p> <p><u>1.1</u> It was brought to the Managing Agents attention that Motion 12 in the Inaugural AGM was in contradiction to s33 of the UTMA. The Managing Agent explained that this was simply a standard provision that Civium applied. This was clarified by the Managing Agent to state that this motion is simply an acknowledgement as to what has occurred at the Inaugural Meeting of the Owners Corporation.</p> <p style="text-align: right;"><b>Motion Acknowledged</b></p>				
2	<b>Insurance Renewal (ORDINARY RESOLUTION)</b>				
	<p>That the current Owners Corporation insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group and/or the Executive Committee be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. <i>Current insurance policy expires 31/05/2019.</i></p> <p><u>The Body Corporate only holds Building Insurance - residents/owners/tenants should have their own insurance(s) in place that covers the contents within their respective unit.</u></p> <p style="text-align: right;"><b>Motion Carried</b></p>				
3	<b>Election of Executive Committee (ORDINARY RESOLUTION)</b>				
	<p>That the election of the Executive Committee takes place:</p> <p><i>RESOLVED that the number of members elected to the Executive Committee be Seven(7):</i></p> <ul style="list-style-type: none"> <li>- Mrs H Lyell-Martin (Lot 23)</li> <li>- Mr D Dukes (Lot 37)</li> <li>- Mr D Howarth (Lot 46)</li> <li>- Mr P Dey (Lot 48)</li> <li>- Mr S Mashford (Lot 49)</li> <li>- Mr M Keele (Lot 52)</li> <li>- Mrs E Lewis (Lot 53)</li> </ul> <div style="text-align: center;">  </div> <p style="text-align: right;"><b>Motion Carried</b></p>				
4	<b>Review of the Financials &amp; Budget (Educational)</b>				
	<p>The initial 1st Year budget has been attached to the agenda for overview purposes; this motion is educational for all owners of The Gallery. Should owners have any questions, they should be directed to the Managing Agent <u>PRIOR</u> to the day of the meeting.</p> <p><i>Building Financial Year Period: 16/04/2018 - 15/04/2019</i></p> <p><u>1st Year Levy Due Dates:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><i>1st Levy: 31/05/2018</i></td> <td style="width: 50%;"><i>3rd Levy: 01/12/2018</i></td> </tr> <tr> <td><i>2nd Levy: 31/08/2018</i></td> <td><i>4th Levy: 01/03/2019</i></td> </tr> </table> <p><u>4.1</u> The budgeted amounts for Water and Electricity were discussed and whether this would be sufficient. Civium explained to owners that these are calculated on a per lot basis for the purpose of the first year budget and that we are confident it should be sufficient for The Gallery.</p> <p><u>4.2</u> The Managing Agent was queried why the Owners Corporation financial statements (as required by S2 P2.2) were not presented. The Managing Agent explained that as the budget was prepared by the developer, the financial statements were not required to be presented.</p> <p style="text-align: right;"><b>Motion Acknowledged</b></p>	<i>1st Levy: 31/05/2018</i>	<i>3rd Levy: 01/12/2018</i>	<i>2nd Levy: 31/08/2018</i>	<i>4th Levy: 01/03/2019</i>
<i>1st Levy: 31/05/2018</i>	<i>3rd Levy: 01/12/2018</i>				
<i>2nd Levy: 31/08/2018</i>	<i>4th Levy: 01/03/2019</i>				

5	<p><b>Initial Sinking Fund Forecast (ORDINARY RESOLUTION)</b></p>
	<p>That the Owners Corporation obtains a professional 10 year Initial Sinking Fund forecast to be arranged jointly by the Managing Agent and the elected Executive Committee.</p> <p><i>5.1 Managing Agent to obtain a couple of quotations and share with Executive Committee for consideration.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
6	<p><b>Contracts Approval (ORDINARY RESOLUTION)</b></p>
	<p>That the Owners Corporation consent be granted to the newly elected Executive Committee to execute appropriate, preventative and on-going maintenance contracts relative to the high quality upkeep of <i>The Gallery - Units Plan 4464</i>.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
7	<p><b>Rule 4.1(a) Amendment (SPECIAL RESOLUTION)</b></p>
	<p>That the Owners Corporation adopt Rule 4.1(a) to be amended as follows;</p> <p><b>4 Erections and alterations</b></p> <p>(1) A unit owner may erect or alter any structure in or on the unit or the common property only—</p> <p>(a) in accordance with the express permission of the <i>Executive Committee</i> by <i>ordinary resolution</i>;</p> <p><i>7.1 Owners raised concerns that this rule does not provide any context to an erection or alteration being made by a unit. Managing Agent to provide some guidance/context towards this rule as a 'Note' within the Rules to assist owners.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
8	<p><b>Rule 4.3 Addition (SPECIAL RESOLUTION)</b></p>
	<p>That the Owners Corporation adopt Rule 4.3 to read as follows;</p> <p><b>4 Erections and alterations</b></p> <p>(3) Windows facing the internal atrium shall only be furnished using window coverings in the colour shades of Charcoal, <u>Beige</u>, Dark Grey, White <u>or any other colour approved by the Executive Committee.</u></p> <p><i>8.1 The rule was amended as underlined above.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>



9	<b>Rule 4.4 Addition (SPECIAL RESOLUTION)</b>
	<p>That the Owners Corporation adopt Rule 4.4 to read as follows;</p> <p><b>4 Erections and alterations</b></p> <p>(4) Installation/fixation of any type of screening (<i>ie. Bamboo</i>), even temporary, is not permitted to be installed on Balconies or entrance courtyards; <u>unless approved by the Executive Committee. Plant screening is allowed.</u></p> <p><u>9.1</u> <i>The rule was amended as underlined above.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
10	<b>Rule 5 Addition (SPECIAL RESOLUTION)</b>
	<p>That the Owners Corporation adopt Rule 5 to be amended as follows;</p> <p><b>5 Use of common property</b></p> <p>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. Visitor Parking spaces are for the express use of visitors only and not for residents.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
11	<b>Rule 6.1 Addition (SPECIAL RESOLUTION)</b>
	<p>That the Owners Corporation adopt Rule 6.1 to read as follows;</p> <p><b>6 Hazardous use of unit</b></p> <p>(1) Car Spaces are to be kept clear of any items and are to be used for vehicle/<u>bicycle</u> parking only.</p> <p><u>11.1</u> <i>The rule was amended as underlined above.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
12	<b>Rule 8.5 Amendment (SPECIAL RESOLUTION)</b>
	<p>That the Owners Corporation adopt Rule 8.5 to be amended as follows;</p> <p><b>8 Noise</b></p> <p>(5) Residents are to keep noise to a minimum at all times, but in particular between the hours of 10:00pm to 7:00am; complying with any law in force in the territory.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
13	<b>Rule 12 Amendment (SPECIAL RESOLUTION)</b>
	<p>That the Owners Corporation adopt Rule 12 to be amended as follows;</p> <p><b>12 Pets</b></p> <p>Subject to the unit owner or occupier complying with this rule then a unit owner or occupier may keep <i>up to two(2) small quiet</i> pets on the property without prior consent of the owners corporate. In addition to this the unit owner or occupier may keep fish kept in a secure aquarium within the unit. Approval to keep animals by a unit owner or occupier may be withdrawn by the owners corporation by ordinary Resolution if the animal(s) becomes a nuisance or annoyance to other</p>



	unit owners.  <p style="text-align: right;"><b>Motion Carried</b></p>
<b>14</b>	<b>Adoption of Amended Rules (Special Resolution)</b>
	That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration and adopt the Amended 'Rules', with any costs associated with registration to be paid from the Administrative Fund. A copy of the proposed Rules is attached to this agenda.  <i>14.1 The rules were accepted as amended at the meeting. Executive Committee to review.</i>  <p style="text-align: right;"><b>Motion Carried</b></p>
<b>15</b>	<b>General Business</b>
15.1	<i>Mr J Smith explained that concerns were raised regarding the legality of the Civium Management Agreement by an owner prior the First Annual General Meeting. Civium obtained legal advice and strongly feel that their Management Agreement is valid, this legal advice would be shared with the Executive Committee and any owners interested. Owners present expressed their gratitude and thanks to Mr M Zezulka for the management service they have received just in the short few months of residing at The Gallery.</i>
15.2	<i>Owners were in agreement that future Annual General Meetings are to be held at The Griffin Centre due to its close proximity to The Gallery.</i>
15.3	<i>Owners did ask for a more convenient location to be looked into to have additional Keys &amp; Fobs collected rather than the Civium Office in Phillip.</i>
15.4	<i>Mr David Howarth advised that Sofas are still being organised for delivery/installation into the Lift Lobby area.</i>
15.5	<i>The owners noted that they had not received a brochure or instruction manual for their Intercoms. Managing Agent to chase the builder for a copy of this and upload a copy to the Civium Portal for access.</i>
15.6	<i>An update was provided to all owners present that the Traffic Management sensors have been looked at recently by the builder and installation contractor. They have been tested and confirmed as working now except 1 sensor. This will be amended and rectified asap. Managing Agent advised instructions on the use of the Traffic Management System is being created.</i>
15.7	<i>The potential options of Solar and an Embedded Network were discussed between owners. The recent Civium Energy Initiative offer was discussed and Civium provided a bigger insight into some of the potential savings/offers that other buildings have already seen.</i>

There being no further business the chairperson declared the meeting closed at 07:52 pm  
Dated: 10 September 2018  
Issued by Civium Property Group for and on behalf of the Owners Corporation.



# NOTICE OF REDUCED QUORUM DECISIONS

## Part A Details of reduced quorum decisions †

A1 The Owners—Units Plan No 4464

A2 General meeting

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 05/09/2018

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
05/09/2018	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.

DATE: 10/09/2018

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



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

AF2012-112 made under the *Unit Titles (Management) Act 2011*, s 146  
Unauthorised version prepared by ACT Parliamentary Counsel's Office



## 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?*

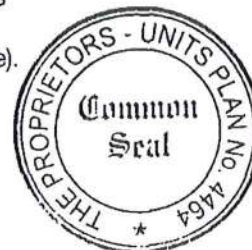
- A reduced-quorum decision takes effect 28 days after the date of the decision (the decision's *date of effect*) (UTMA s 3.11 (1), part 3.1, schedule 3).
- However, this does not apply if the decision is disallowed, confirmed by a standard quorum general meeting or revoked (see below) (UTMA s 3.11 (3)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





Chief Minister SR\$3255143 29/06/2023 16:22:41 John H

SPECIAL RESO.

3255143

094 - SR

Land Titles Act 1925

LODGING PARTY DETAILS			
Name	Email Address	Contact Telephone Number	Customer Reference Number
Civium	<a href="mailto:associates@civium.com.au">associates@civium.com.au</a>	1300724256	

TITLE AND LAND DETAILS				
Volume & Folio	District/Division	Section	Block	UNITS PLAN NUMBER
2348:80	Braddon	20	8	1161

DETAILS OF RULES BEING REGISTERED	DATE MEETING HELD (must be registered within 3 months)
Alternative rules	16 <sup>th</sup> June 2023

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

**CERTIFICATION** \*Delete the inapplicable

**Applicant**

\*The Certifier has taken reasonable steps to verify the identity of the Registered Proprietor/Managing Agent or his, her or its Administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

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

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

Signed By:  
  
 Angelina Babette Anderson  
 Senior Strata Manager  
 for: Civium

Witnessed by  
  
 Strata Associate  
 Dayle Russell

on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	Minutes/Resolution/Motion/Rules
Data entered by		Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	PE	Registration Date	14/09/2023

VOI Category 3 Filed



# **MINUTES OF THE SPECIAL GENERAL MEETING 2023**

**OWNERS UNIT PLAN - 4464**

**The Gallery  
40 Mort Street  
BRADDON ACT 2612**

Held on :

**Friday, 16 June 2023 09:00 AM**

Held at :

**Electronic Poll Vote via C-Hub**



# MINUTES OF THE SPECIAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN The Gallery 4464

Held Friday, 16 June 2023 9:00 AM at  
Electronic Poll Vote via C-Hub

<b>Present</b>	Helen Lee Greenlees (Lot 8), Howdav Pty Ltd (Lot 46), Kenneth Robert Bell (Lot 14), Matthew Keele & Jodie Wearne (Lot 52), Matthew Kent Smith (Lot 13), Nicholas Harvie Schmidt & Scott Graham Mashford (Lot 49), Peter Dey (Lot 48), Shannon Marika Armstrong (Lot 16), Thomas Patrick O'Donnell (Lot 42), Tin Hau Property Investments PTY LTD (Lot 54), Veronica Lily Bergen (Lot 22)
<b>Civium Rep(s)</b>	Monique Bosma (Civium Strata)
<b>Proxies</b>	None
<b>Company Nominees</b>	None
<b>Apologies</b>	None
<b>Voting Papers</b>	None
<b>Other Attendees</b>	None
<b>CFM</b>	None
<b>Chairperson</b>	Veronica Lily Bergen
<b>Levy Arrears</b>	The following lots owed a Body Corporate debt and were ineligible to vote: None
<b>Meeting Opened</b>	9:00am
<b>Reduced Quorum Meeting</b>	

MOTION	Motion for consideration
1	<p><b>Minutes (ORDINARY RESOLUTION)</b></p> <p><b>RESOLVED</b> that the minutes of the previous General Meeting of the Owners Corporation, held on 03/08/2022 be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;">For : 10 Against : 0 <b>Motion Carried</b></p>
2	<p><b>Adoption of Default Rules (SPECIAL RESOLUTION)</b></p> <p><b>MOTION DEFEATED</b></p> <p>That the Owners Corporations resolves by Special Resolution the adoption of the Default Rules, as per the Unit Titles (Management) Regulations 2011.</p> <p><i>NOTE: As per the Unit Titles (Management) Regulations 2011, the default rules, written as per legislation, remain enforceable.</i></p> <p style="text-align: right;">For : 8 Against : 3 <b>Motion Defeated</b></p>
3	<p><b>Adoption of Alternative Rules - Vehicles (SPECIAL RESOLUTION)</b></p> <p><b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.1 - Vehicles.</p> <p style="text-align: right;">For : 10 Against : 1 <b>Motion Carried</b></p>
4	<p><b>Adoption of Alternative rules - Use of Car spaces (SPECIAL RESOLUTION)</b></p> <p><b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.2 - Use of Car Spaces.</p> <p style="text-align: right;">For : 10 Against : 1 <b>Motion Carried</b></p>
5	<p><b>Adoption of Alternative rules - Behaviour of Owners, Occupiers and Invitees (SPECIAL RESOLUTION)</b></p> <p><b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.3 - Behaviour of Owners, Occupiers and Invitees.</p> <p style="text-align: right;">For : 10 Against : 1 <b>Motion Carried</b></p>
6	<p><b>Adoption of Alternative rules - Obstruction of Common Property (SPECIAL RESOLUTION)</b></p> <p><b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.4 Obstruction of Common Property</p> <p style="text-align: right;">For : 10 Against : 1 <b>Motion Carried</b></p>
7	<p><b>Adoption of Alternative rules - Storage Cages (SPECIAL RESOLUTION)</b></p> <p><b>MOTION DEFEATED</b></p> <p>That the Owners Corporation resolves by Special Resolution the adoption of Alternative Rule 2.5 - Storage cages.</p> <p><i>NOTE: Storing items on top of storage cages is still not permitted, as this is in breach of the Australian Standards Fire Code, specifically Clause 5.4.8 of AS2118.</i></p> <p style="text-align: right;">For : 8 Against : 3 <b>Motion Defeated</b></p>
8	<p><b>Adoption of Alternative rules - Appearance of lot (SPECIAL RESOLUTION)</b></p> <p><b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.6 Appearance of Lot</p> <p style="text-align: right;">For : 9 Against : 2 <b>Motion Carried</b></p>

9	<b>Adoption of Alternative rules - Disposal of Waste (SPECIAL RESOLUTION)</b> <b>RESOLVED by Special Resolution</b> that the Owners Corporation adopt Alternative Rule 2.7 Disposal of Waste <p style="text-align: right;">For : 10 Against : 1 <b>Motion Carried</b></p>
---	---

There being no further business the chairperson declared the meeting closed at 09:30 am  
Dated: 16 June 2023  
Issued by Civium Property Group for and on behalf of the Owners Corporation.

# NOTICE OF REDUCED QUORUM DECISIONS

## Part A Details of reduced quorum decisions †

### A1 The Owners—Units Plan No 4464

#### A2 General meeting

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

16/06/2023

#### 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
16/06/2023	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.

DATE: 16/06/2023

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146  
Unauthorised version prepared by ACT Parliamentary Counsel's Office

## **RULES**

### **The Owners - Unit Plan No. 4464**

*(THE GALLERY, 40 Mort Street, Braddon ACT 2612)*

#### **Schedule 1**

##### **1.1 Definitions—default rules**

(1) In these rules:

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

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

##### **1.2 Payment of rates and taxes by unit owners**

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

##### **1.3 Repairs and maintenance**

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

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

##### **1.4 Erections and alterations**

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

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

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

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

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

(4) Any damage to the common property or another owner's property arising from or caused by the installation, either at the time of installation or at some future time, is the full responsibility of the owner and must be repaired at the owner's expense.

### **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, substantial annoyance or a risk to health or safety.

(2) The pet owner should, 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) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.

(3) Permission may be given subject to stated conditions.

(4) Permission may be withdrawn by special resolution of the owners corporation.

### **1.11 Illegal use of unit**

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

**1.12 What may an executive committee representative do?**

(1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:

(a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit— inspect the unit to investigate the breach;

(b) carry out any maintenance required under the Act or these rules;

(c) do anything else the owners corporation is required to do under the Act or these rules.

(2) An executive committee representative may enter a unit and remain in the unit for as long as is necessary to do something mentioned in subrule (1).

(3) An executive committee representative is not authorised to do anything in relation to a unit mentioned in subrule (1) unless—

(a) the executive committee or the representative has given the owner, occupier or user of the unit reasonable notice of their intention to do the thing; or

(b) in an emergency, it is essential that it be done without notice.

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

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

## **Alternative Rules**

**Alternative rules** means rules other than the default rules

### **2.1 Vehicles**

A unit owner or occupier of a unit must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

### **2.2 Use of car spaces**

Car spaces are designed for the parking of vehicles, motorbikes, and other forms of transport.

### **2.3 Behaviour of owners, occupiers and invitees**

A unit owner or occupier of a unit must take all reasonable steps to ensure that invitees of the owner or occupiers do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another unit or any person lawfully using common property.

### **2.4 Obstruction of common property**

A unit owner or occupier of a unit must not use common property areas, including, but not limited to, corridors, stairwells, and waste rooms, to store personal possessions.

### **2.5 Appearance of lot**

(1) A unit owner or occupier of a unit must not, without the prior written approval of the Executive Committee, maintain within the unit anything visible from outside the unit that, viewed from the outside of the unit, is not in keeping with the rest of the building.

(2) Windows facing the internal atrium shall only be furnished using window coverings in the colour shades of Charcoal, Beige, Dark Grey, White or another colour approved prior by the Executive Committee.

(3) Installation/fixation of any type of screening (ie. Bamboo), even temporary, is not permitted to be installed on balconies or entrance courtyards; unless approved prior by the Executive Committee. Plant screening is permitted.

## **2.6 Disposal of waste**

- (1) A unit owner or occupier of a unit must not deposit or throw on the common property any rubbish, household items, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a unit must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, wet wipes, sanitary items, or a disposable nappy).
- (3) A unit owner or occupier must comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property.
- (4) Waste bins are for the disposal of general household waste only.
- (5) Large items, including but not limited to, large cardboard boxes, household items, and furniture, is the responsibility of the unit owner or occupier of a unit to appropriately dispose of at a recycling centre or waste facility.
- (6) In this rule --

**"bin"** includes any receptacle for waste.

**"waste"** includes garbage and recyclable material.

## ***Special Privileges***

### **3.1 Special Privilege – Unit 55**

Pursuant to Section 22 and Section 112A of the Unit Titles (Management) Act 2011, a Special Privilege of more than three months is granted to Lot 55 per Annexure A of these Alternate Rules.



Chief Min



SR\$3095879

28/07/2021 12:45:51

ES  
RA  
ate

3095879

**SPECIAL RESOLUTION  
BY OWNERS CORPORATION**

SR

Land Titles Act 1925

LODGING PARTY DETAILS		
Name	Email Address	Contact Telephone Number
CIVIUM PROPERTY GROUP <del>Madison Towill</del> <i>PTO</i>	Madison.towill@civium.com.au	1300 724 256

TITLE AND LAND DETAILS				UNITS PLAN NUMBER
Volume & Folio	District/Division	Section	Block	
2348:80	BRADDON	20	8	4464

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

**7 Special Privilege - Lot 55 (SPECIAL RESOLUTION)**  
That the Owners Corporation grant, under Section 22 and Section 112A of the Unit Titles (Management) Act 2011, a Special Privilege of 3 months or more to Lot 55 per the attached Special Privilege Rule outlined. This privilege will be registered and form part of the Alternate Rules for the Units Plan.  
**Motion Carried**

**8 Alternate Rules (SPECIAL RESOLUTION)**  
That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternate Rules' and the included Pet Friendly Rule (Rule 1.5), with any costs associated with registration to be paid from the Administrative Fund.  
**Motion Carried**

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 checked="" type="checkbox"/> Sealed copy of Resolution/Motion <input type="checkbox"/> Other (specify) -	

**CERTIFICATION** \*Delete the inapplicable

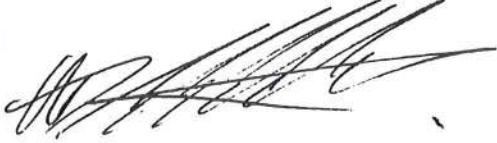
**Applicant**

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

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

Signed By:



Witnessed By:



Mark Marek Zezulka  
Divisional Community Relationship Manager

Madison Rose Towill  
Community Relationship Associate

for: The Proprietors – Units Plan 4464  
on behalf of the Registered Proprietor/Managing Agent

OFFICE USE ONLY			
Lodged by		Annexures/Attachments	 Minutes/Resolution/ <del>Motion</del>
Data entered by	EB	Evidence Manager Appointed	Yes <input type="checkbox"/>
Registered by	EW	Registration Date	14/09/2021

VOI Sighted Cat 1 - EW

# **CIVIUM**

## **MINUTES OF ANNUAL GENERAL MEETING 2021**

**OWNERS UNIT PLAN - 4464**

**40 Mort Street  
BRADDON ACT 2612**

Held on :

**Monday, 28 June 2021 05:30 PM**

Held at :

**Midnight Hotel  
1 Elouera Street, Braddon ACT 2612**



# CIVIUM

## MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION OF UNIT PLAN 4464

Held Monday, 28 June 2021 5:30 PM at  
Midnight Hotel  
1 Elouera Street, Braddon ACT 2612

Present	Georgia Kate Coppen (Lot 31), Howdav Pty Ltd (Lot 46), Jeremy Hall & Kahley Smith (Lot 5), Mort Street Dev1 Pty Ltd (Lot 55), Mr Matthew Keele (Lot 52), Mr Peter Dey (Lot 48), Mr Scott Mashford (Lot 49), Robert Eliuta Sloan (Lot 26), Shannon Marika Armstrong (Lot 16), Small Shall Pty Ltd (Lot 15), Veronica Lily Bergen (Lot 22)
Civium Rep(s)	Mr Mark Zezulka (Civium Strata)
Proxies	David Richard Dukes (Lot 37) for Mr M Keele (Lot 52)
Apologies	None
Voting Papers	None
Chairperson	Mr Matthew Keele

Reduced Quorum Meeting



**MOTION** Motion for consideration

**1 Minutes (ORDINARY RESOLUTION)**

That the minutes of the previous General Meeting of the Owners Corporation be confirmed as a true and accurate account of the proceeding at that meeting.

**Motion Carried**

**2 Insurance Renewal (ORDINARY RESOLUTION)**

That the current Owners Corporations insurances be confirmed per the attached policy information contained with the agenda, and that Civium Property Group be authorised to effect the statutory and additional insurance of the Owners Corporation. The decision upon renewal of the insurance will be undertaken by the Executive Committee. Should advice not be received prior to the renewal date of the insurance policy, Civium will proceed as per the recommendation in the renewal report.

*2.1 The Annual Fire Safety Report provided by O'Neill & Brown Fire Services was also noted by all owners.*

**Motion Carried**

**3 Financial Statements and Accounting Records (ORDINARY RESOLUTION)**

That the financial statement of accounts for the financial year ending *30th May 2021* be adopted.

**Motion Carried**

**4 Budget (ORDINARY RESOLUTION)**

1. That contributions be determined:

a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:

\$179,836.35 (ex GST)

b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:

\$39,209.09 (ex GST)

c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be

**1st instalment 30 July 2021**

**2nd instalment 30 September 2021**

**3rd instalment 30 December 2021**

**4th instalment 30 March 2022**

**Motion Carried**

**5 Update on outstanding physical building defects (ORDINARY RESOLUTION)**



That the Owners Corporation considers any Common Property physical building structural defects.

*N.B The Owners Corporation are reminded that the Body Corporate may only consider defects associated with the Common Property or any defect which affects the building's Defined Parts. Any unit specific defects that are not Common Property is the responsibility of the unit owner to progress through the appropriate channels.*

*5.1 The skylight in the lift foyer continues to leak and is a known defect. Managing Agent continues to pursue CBS Commercial (builder) further for a resolution to the leak and having the internal plaster repaired.*

*5.2 No other common property defects were noted at the meeting.*

**Motion Carried**

**6 Alternative Method and Process for Voting (ORDINARY RESOLUTION)**

That the Owners Corporation authorises that General Meetings & Executive Committee Meetings may be held in accordance with Section 10 of the Unit Titles (Management) Regulations 2011 which allows voting at the meeting using a digital means, such as a teleconference, videoconference, email, or any other electronic means including pre-meeting electronic voting.

**Motion Carried**

**7 Special Privilege - Lot 55 (SPECIAL RESOLUTION)**

That the Owners Corporation grant, under Section 22 and Section 112A of the Unit Titles (Management) Act 2011, a Special Privilege of 3 months or more to Lot 55 per the attached Special Privilege Rule outlined. This privilege will be registered and form part of the Alternate Rules for the Units Plan.

**Motion Carried**

**8 Alternate Rules (SPECIAL RESOLUTION)**

That in accordance with Section 108 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to endorse the registration of the 'Alternate Rules' and the included Pet Friendly Rule (Rule 1.5), with any costs associated with registration to be paid from the Administrative Fund.

**Motion Carried**

**9 Election of Executive Committee (ORDINARY RESOLUTION)**



*RESOLVED that the number of members elected to the Executive Committee be Seven (7):*

*Mr J Hall (Lot 5)  
Ms V Bergen (Lot 22)  
Mr D Howarth (Lot 46)  
Mr P Dey (Lot 48)  
Mr S Mashford (Lot 49)  
Mr M Keele (Lot 52)  
Vacant Position.*

**Motion Carried**

**10 General Business**

**10.1 Damage to basement**

*The Chairperson wished to note that there was damage caused to an area of The Gallery basement on 22nd April 2021 by excavation works from the development next door. Sellick Consultants were in attendance to assess the damaged and determined that the incident had not caused any structural integrity issues to the nearby piers. A written report was provided and is on file with records of the owners corporation held by Civium. Damage to the area was rectified within 24 hours to an acceptable standard.*

*A vibration monitor was subsequently installed in the basement to monitor vibrations, as per the advice of the engineer's report. Advice received from the site manager, 42 Mort Street, indicated that excavation works are expected to be completed by the end of July 2021.*

There being no further business the chairperson declared the meeting closed at 06:00 pm

Dated: 28 June 2021

Issued by Civium Property Group for and on behalf of the Owners Corporation.



# NOTICE OF REDUCED QUORUM DECISIONS

## Part A Details of reduced quorum decisions †

---

### A1 The Owners—Units Plan No 4464

#### A2 General meeting

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

28/06/2021

#### A3 Reduced quorum decisions

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

Date of decision  
28/06/2021

Full text of reduced quorum decision  
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.

DATE: 05/07/2021

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



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

AF2012-112 made under the Unit Titles (Management) Act 2011, s 146  
Unauthorised version prepared by ACT Parliamentary Counsel's Office



# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

### *B1 What is a reduced quorum decision?*

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

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

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

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

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

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

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

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

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

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

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



- be given to the owners corporation before the decision's date of effect (see B2 above).

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

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

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

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



## The Gallery - UNITS PLAN 4464

40 Mort Street, Braddon ACT 2612

### Alternate rules

#### 1.1 Definitions—default rules

- (1) In these rules:

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

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

#### 1.2 Payment of rates and taxes by unit owners

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

#### 1.3 Repairs and maintenance

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

#### 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
- (a) in accordance with the express permission of the Executive Committee; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.
- (4) Windows facing the internal atrium shall only be furnished using window coverings in the colour shades of Charcoal, Beige, Dark Grey, White or another colour approved prior by the Executive Committee.



- (5) Installation/fixation of any type of screening (*ie. Bamboo*), even temporary, is not permitted to be installed on Balconies or entrance courtyards; unless approved prior by the Executive Committee. Plant screening is allowed.

**Examples—where permission is not unreasonably withheld**

- safety considerations
- structural considerations

**Example—where permission is 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) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.11 Illegal use of unit**

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

**1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit — inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules



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

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

**1.13 Use of Car Spaces**

Car spaces are to be kept clear of any items and are to be used for motor vehicle parking only. Any other items should be stored in unit allocated storage cages.

**1.14 Special Privilege – Unit 55**

Pursuant to Section 22 and Section 112A of the Unit Titles (Management) Act 2011, a Special Privilege of more than three months is granted to Lot 55 per Annexure A of these Alternate Rules.

Civium Property Group  
Locked Bag 3008  
WODEN ACT 2606  
Ph. 1300 724 256



**THE OWNERS CORPORATION UP4464**

**Special Privilege –  
Use of Common Property**

1. It is agreed that the Owners Corporation grants to the Interested Party a Special Privilege for the use of Common Property in accordance with this agreement.

**The parties**

2. This agreement is made between:

the Owners Corporation:

**The Owners, Units Plan 4464  
ABN 46 432 628 985  
40 Mort St, Braddon ACT 2612**

and the Interested Party ("the Tenant"):

**The Italian Place Deli Plus Pty Ltd  
t/a The Italian Place Providore & Bottega  
ABN 49 641 613 514  
Unit 55/40 Mort St, Braddon ACT 2612**

3. The Tenant is not permitted to allow another person or entity to occupy or sublet the Common Property granted under this Temporary Special Privilege.

**Boundaries of Common Property**

4. The Tenant may use common property as follows:
  - a. **Area**—North side of the Gallery main entrance arcade extending south by 1.5 meters and West property boundary to Commercial Waste room;
  - b. **Purpose**—The setting of tables and chairs (4 tables & 8 chairs) for the exclusive use of The Italian Place Providore & Bottega and its patrons; and
  - c. **Days and hours of use**—Monday to Sunday between the hours of 6.00am to 7.00pm.

**Cleaning and Rectification of Damages**

5. The Tenant assumes responsibility for, and agrees to, keeping the entrance arcade area free of rubbish and spills generated from its trading and when accidental spills occur to clean these immediately.
6. The Tenant agrees to leave the entrance arcade in a clean condition at the end of each trading day.
7. The Tenant is liable for any damages to Common Property caused by, and in the usual course of its trading, its employees and patrons, and agrees to rectify damages in a reasonable period of time.



**Insurances and Indemnity**

- 8. The Tenant must maintain Public Liability Insurance of at least \$20 million.
- 9. The Tenant indemnifies the Owners Corporation against all loss arising out the Tenant's use of Common Property, including without limitation:
  - a. all losses, damages and expenses which the Tenant may incur for termination of the Special Privilege, and
  - b. injury or death caused as a result of the Tenant's use of Common Property.
- 10. The tenant agrees not to do or permit anything that might prejudice any insurance the Owners Corporation holds for Common Property.

**Duration and/or termination of this agreement**

- 11. This Special Privilege operates from the date it is signed below.
- 12. Either party may terminate this agreement, at any time without cause, by giving 14 days' notice to the other party.

**Changes to the agreement**

- 13. Either party may request changes to the agreement by putting all proposed changes in writing to the other party for their consideration.
- 14. A written response to a request for change must be provided within days.
- 15. Changes become an addendum to this agreement on a time and date to be agreed.

**Signatures to the Agreement**

This agreement is made on .....

**The Owners Corporation**

1

2

.....  
Name(s) Signature(s)

**Tenant**

1

2

.....  
Name(s) Signature(s)



Unit Titles (Management) Act 2011

**UNIT TITLE CERTIFICATE**

**SECTION 119**

Units Plan No. 4464 Lot No. 15 Unit No. 15

Unit Owner/Eligible Person: Small Shall Pty Ltd

Small Shall Pty Ltd  
8 Butler Place  
Campbell ACT 2612

**1. Committee Details**

David Howarth	
Scott Mashford	
Ms Linda McGrath	

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

**2. Corporations Manager**

The name and contact details of the corporations manager:

Mathew Kenna  
Vantage Strata Pty Ltd  
ABN: 79602359482  
Level 4, DKSN No 2.  
23 Challis Street  
DICKSON ACT 2602

**3. Records**

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

Mathew Kenna  
Vantage Strata Pty Ltd  
ABN: 79602359482  
Level 4, DKSN No 2.  
23 Challis Street  
DICKSON ACT 2602



**7. Borrowings**

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

---

**8. Sustainability Infrastructure**

Sustainability Infrastructure: N/A

---

**9. Planning and Land Authority Crown Lease Extension**

Lease Expiry Date: 11/08/2097



---

**10. Swimming Pool**

Does the Units Plan have a regulated swimming pool? **No**

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

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

Date: 23/03/2026 The Common Seal of The Owners – Units Plan No 4464	
Was hereunto affixed in The presence of   Signature: _____	

## Vantage Strata Pty Ltd

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

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

Printed: 23/03/2026 01:59 pm User: Siti Nasir

## Contracts Register 4464 Gallery Apartments 40 Mort Street

Page 1

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**Contractor Name and Address:** Maritex Commercial Pty Ltd  
19 Darambal Street  
ARANDA ACT 2614

**Details of Duties:** Electrical Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 16/12/2025  
**Terms:** 3 years  
**Copy of Agreement on File?** N  
**Termination Date:** 15/12/2028  
**Options:**  
**Workers Comp No:**

---

**Contractor Name and Address:** Schindler Lifts Aust P/L  
PO Box 1268  
FYSHWICK ACT 2609

**Details of Duties:** Lift Maintenance  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 01/09/2025  
**Terms:** 3 years  
**Copy of Agreement on File?** N  
**Termination Date:** 31/08/2028  
**Options:**  
**Workers Comp No:**

---

**Contractor Name and Address:** VANTAGE STRATA PTY LTD  
PO Box 919  
DICKSON ACT 2602

**Details of Duties:** Strata Management Agreement  
**Delegated Powers:**  
**Basis of Remuneration:**  
**Commencement Date:** 31/05/2025  
**Terms:** 3 years  
**Copy of Agreement on File?** N  
**Termination Date:** 30/05/2028  
**Options:**  
**Workers Comp No:**

---

# Vantage Strata Pty Ltd

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

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

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Page 1

## OWNER LEDGER from 01/04/25 to 23/03/26 Contribution Schedule

<b>U/Plan:</b> 4464	<b>Units:</b> 56	<b>Lots:</b> 56
<b>Building Address:</b> 40 Mort Street		
:		
<b>Suburb:</b> BRADDON	<b>State:</b> ACT	<b>Post Code:</b> 2612
<b>Building Name:</b> Gallery Apartments		
<b>GST?:</b> Yes	<b>ABN:</b> 46 432 628 985	
	<b>Manager:</b> Mathew Kenna	

Date	Ref	Details	Debit	Credit	Balance
01/04/25		<b>Opening Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
30/04/25	44	Standard levies carried forward - Contribution Schedule From: 01/03/2025 To: 31/05/2025	\$1,049.45	\$0.00	\$1,049.45 DR
15/07/25	54	Charge for arrears notice dated 15/07/2025	\$55.00	\$0.00	\$1,104.45 DR
02/09/25	291	Charge for final notice dated 02/09/2025	\$55.00	\$0.00	\$1,159.45 DR
03/09/25	122	Standard Levy Contribution Schedule From: 31/05/2025 To: 30/08/2025	\$1,183.25	\$0.00	\$2,342.70 DR
03/09/25	129	Receipt; Standard levies carried forward - Contribution Schedule for 01/03/2025 to 31/05/2025	\$0.00	\$1,049.45	\$1,293.25 DR
03/09/25	130	Receipt; Charge for arrears notice dated 15/07/2025 Levy Ref# 44	\$0.00	\$55.00	\$1,238.25 DR
03/09/25	131	Receipt; Standard Levy Contribution Schedule for 31/05/2025 to 30/08/2025 Levy Ref# 122	\$0.00	\$1,128.25	\$110.00 DR
03/09/25	132	Receipt; Charge for final notice dated 02/09/2025 Levy Ref# 291	\$0.00	\$55.00	\$55.00 DR
01/12/25	123	Standard Levy Contribution Schedule From: 31/08/2025 To: 30/11/2025	\$1,183.25	\$0.00	\$1,238.25 DR
15/01/26	302	Charge for arrears notice dated 15/01/2026	\$55.00	\$0.00	\$1,293.25 DR
20/01/26	282	Receipt; Standard Levy Contribution Schedule for 31/05/2025 to 30/08/2025 Levy Ref# 122	\$0.00	\$55.00	\$1,238.25 DR
20/01/26	283	Receipt; Standard Levy Contribution Schedule for 31/08/2025 to 30/11/2025 Levy Ref# 123 <i>Interest Paid</i>	\$0.00	\$16.21	
20/01/26	284	Receipt; Charge for arrears notice dated 15/01/2026 Levy Ref# 302	\$0.00	\$53.38	\$1.62 DR
01/03/26	124	Standard Levy Contribution Schedule From: 01/12/2025 To: 02/03/2026	\$1,183.25	\$0.00	\$1,184.87 DR
03/03/26	342	Receipt; Standard Levy Contribution Schedule for 01/12/2025 to 02/03/2026 Levy Ref# 124	\$0.00	\$1,183.25	\$1.62 DR
03/03/26	343	Receipt; Charge for arrears notice dated 15/01/2026 Levy Ref# 302	\$0.00	\$1.62	\$0.00 CR
		<b>Closing Balance</b>	<b>\$4,764.20</b>	<b>\$4,764.20</b>	<b>\$0.00 CR</b>
		<b>Interest Due</b>	<b>\$0.00</b>		<b>\$0.00</b>
		<b>Total Balance</b>	<b>\$4,764.20</b>	<b>\$4,764.20</b>	<b>\$0.00 CR</b>



Issue date: 02 June 2025

### Certificate of Insurance

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

<b>INSURED:</b>	The Owners of Unit Plan 4464	
<b>INTERESTED PARTY(S):</b>	<b>Name</b>	<b>Classification</b>
<b>DESCRIPTION OF INSURED BUSINESS:</b>	Residential Strata	
<b>SITUATION OF RISK:</b>	40 MORT STREET, BRADDON, ACT 2612	
<b>SECTION 1:</b>	<b><u>Property - Physical Loss, Destruction or Damage</u></b> Buildings - \$28,750,000.00 Common Contents - \$287,500.00	
<b>SECTION 2:</b>	<b><u>Voluntary Workers Personal Accident</u></b> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
<b>SECTION 3:</b>	<b><u>Office Bearers' Liability</u></b> Limit of Indemnity - \$1,000,000.00 in the aggregate Period of Insurance	
<b>SECTION 4:</b>	<b><u>Fidelity Guarantee</u></b> Limit - \$100,000.00 in the aggregate Period of Insurance	
<b>SECTION 5:</b>	<b><u>Machinery Breakdown</u></b> Limit - \$100,000 in the aggregate Period of Insurance	
<b>SECTION 6:</b>	<b><u>Public Liability</u></b> Limit of Indemnity - \$50,000,000.00 each and every Occurrence	
<b>SECTION 7:</b>	<b><u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u></b> <b>(a) Taxation and Audit Costs</b> Limit of Indemnity - \$30,000 in the aggregate Period of Insurance  <b>(b) Workplace Health and Safety Breaches</b> Limit of Indemnity - \$150,000 in the aggregate Period of Insurance  <b>(c) Legal Defence Expenses</b> Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
<b>POLICY NUMBER:</b>	LNG-STR-20245238	
<b>PERIOD OF INSURANCE:</b>	31 May 2025 expiring on 31 May 2026 at 4pm Local Standard Time	
<b>INSURER:</b>	Chubb Insurance Australia Limited	

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

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

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

# Insurance Valuation Report

For

The Gallery

40 Mort Street, Braddon ACT 2601

Scheme Number: 4464



**COMPILED BY: QIA GROUP PTY LTD**

**Job Reference Number: 202169**

**26 February 2024**

**Professional Indemnity Insurance Policy Number 1411189338PLP**

PO Box 1280,  
Beenleigh QLD 4207

P 1300 309 201

F 1300 369 190

E [info@qiagroup.com.au](mailto:info@qiagroup.com.au)

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

QIA Group Pty Ltd  
ABN 27 116 106 453

*setting the standard...*


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

QIA Group Pty Ltd

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## SECTION 1 – INSURANCE VALUATION SUMMARY

<b>1.1 Purpose of Report</b>	
We have been instructed by the Body Corporate to provide a building replacement valuation report that outlines the replacement/reinstatement costs of the building/s and associated common property improvement and body corporate assets situated at <b>40 Mort Street, Braddon ACT 2601.</b>	
<b>1.2 Property Address</b>	
The property is situated at <b>40 Mort Street, Braddon ACT 2601.</b>	
<b>1.3 Description of Building</b>	
The property is developed as mixed residential and commercial seven storey building comprising total fifty-six units including three "shell only lettable" commercial lots at ground level and level two and fifty-three residential apartments at upper levels. All the units with allocated car parking spaces at two levels of basement and level one. Access to upper floor is by internal stairwell and two passenger lifts. Common property includes communal area, access driveways, boundary walls & fences and site landscaping. In accordance with the plans provided the date of registration is 2018.	
<b>1.4 Client</b>	
<b>The Proprietors The Gallery.</b>	
<b>1.5 Replacement Value</b>	
<b>Recommended Insured Value:</b>	<b>\$28,750,000 (Inc GST)</b>
<b>1.6 Inspector Details</b>	
<b>Inspector Number</b>	<b>101</b>
 <hr/> <b>Signed for and on behalf of QIA Group Pty Ltd</b>	

## SECTION 2 – INSURANCE VALUATION REPORT

### **2.1 Recommended Insured Value**

The Recommended Insured Value represents the replacement/reinstatement costs associated with the reconstruction of building/s having regard for the functional use and useable area of the original building/s, common areas and body corporate assets. The Recommended Insured Value also estimates the costs associated with conformance to regulations and bylaws in force at the time of reconstruction.

### **2.2 Loss of Revenue**

The Insurance Valuation represents building costs only and excludes loss of revenue.

### **2.3 Current Trends**

Recent inflationary trends in the cost of building have shown building cost indices rising at a rate substantially in excess of official CPI figures. It is expected that this increase will continue in the short term on the back of construction activity following COVID-19.

### **2.4 Periodic Reviews**

It is recommended that periodic reviews of the insurance valuation are undertaken to ensure inflationary and legislative factors and any improvements to common property or assets purchases are taken up in the Insurance Valuation, particularly in times of rapidly increasing prices.

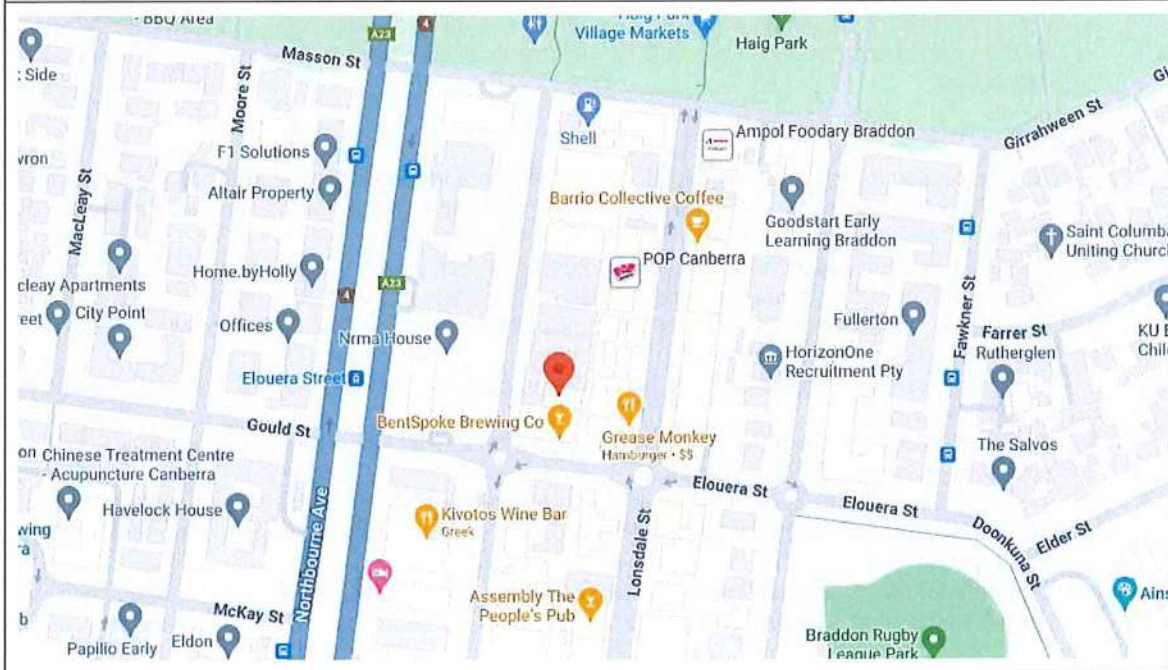
### **2.5 Elements used in the Calculated Value of the Building Replacement**

The calculated value of the building comprises of several elements:

- Present Building Costs.
- Allowance for Cost Escalation during the lead time of planning, calling tenders, and fitout.
- Professional Fees.
- Removal of Debris.
- Cost Escalation in the likely time lapse between the anniversary date and the date of any happening.

<b>2.6 Valuation</b>	
<b>Replacement Building and Improvements Cost:</b>	\$22,150,000
Allowance for Cost Escalation:	
Design and Documentation:	6 Months
Calling Tenders and Appraisals:	3 Months
Construction Period and Fit-out:	14 Months
Calculated at 6% over the period	\$1,770,000
<b>Progressive Subtotal:</b>	<b>\$23,920,000</b>
Professional Fees:	\$2,155,000
<b>Progressive Subtotal:</b>	<b>\$26,075,000</b>
Removal of Debris:	\$1,110,000
<b>Progressive Subtotal:</b>	<b>\$27,185,000</b>
Cost Escalation for Insurance Policy Lapse Period:	\$1,565,000
<b>Progressive Subtotal:</b>	<b>\$28,750,000</b>
<b>Recommended Insured Value:</b>	<b>\$28,750,000 (Inc GST)</b>

**2.7 Site Location Map**



## SECTION 3 – REPORTING PROCESS AND CONTENT

### 3.1 SITE FACTORS

The building is sited on, what appears to be a reasonably well drained block of land. Easy pedestrian and vehicular access was available.

### 3.2 ADDITIONS & IMPROVEMENTS

There appears to have been no improvement to the original construction.

### 3.3 MAINTENANCE

Generally, the building appears to have been reasonably well maintained.

### 3.4 SUMMARY OF CONSTRUCTION

#### 3.4.1 Primary Method of Construction

##### 3.4.1.1 FLOOR STRUCTURE

FLOOR CONSTRUCTION: Reinforced concrete ground floor and upper floors.

##### 3.4.1.2 WALL STRUCTURE

EXTERNAL WALL CONSTRUCTION: Concrete masonry.

EXTERNAL WALL FINISHES: Concrete panels and glazing.

##### 3.4.1.3 ROOF STRUCTURE

ROOF CONSTRUCTION: Reinforced concrete low-pitched roof.

ROOFING: Cliplock & Powder coated metal sheeting.

##### 3.4.1.4 DRIVEWAY STRUCTURE

DRIVEWAY CONSTRUCTION: Concrete.

### 3.5 AREAS NOT INSPECTED - TYPICAL

- Part or parts of the building interior that were not readily accessible.
- Part or parts of the building exterior that were not readily accessible
- Part or parts of the roof exterior that were not readily accessible or inaccessible or obstructed at the time of inspection because of exceeding height.
- Part or parts of the retaining walls, fencing were not readily accessible or inaccessible or obstructed at the time of inspection as a result of alignment of the common property land, buildings or vegetation.

### 3.6 SCOPE

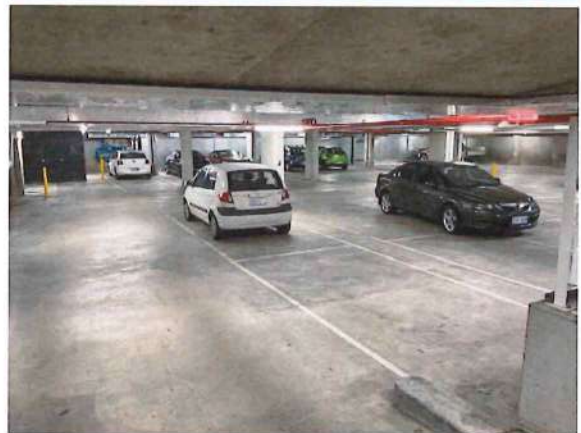
- This Inspection Report does not include the inspection and assessment of items or matters outside the stated purpose of the requested inspection and report. Other items or matters may be the subject of an Inspection Report which is adequately specified.
- The inspection only covered the Readily Accessible Areas of the subject property. The inspection did not include areas which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection of the property.
- The report is designed to be published only by the Strata Manager to unit owners and the respective insurance company.
- The report does not carry the right of other publication, with the exception of the above, without written consent of QIA Group Pty Ltd.
- This report is not an engineering survey of improvements or status of the building and its contents.
- This report is only for insurance replacement purposes, and not an evaluation of the market value of the property.
- Structural or ground improvements to exclusive use areas are the responsibility of the owners and should be insured by the relevant owner.

**3.7 EXCLUSIONS**

An Insurance Valuation Report does not cover or deal with:

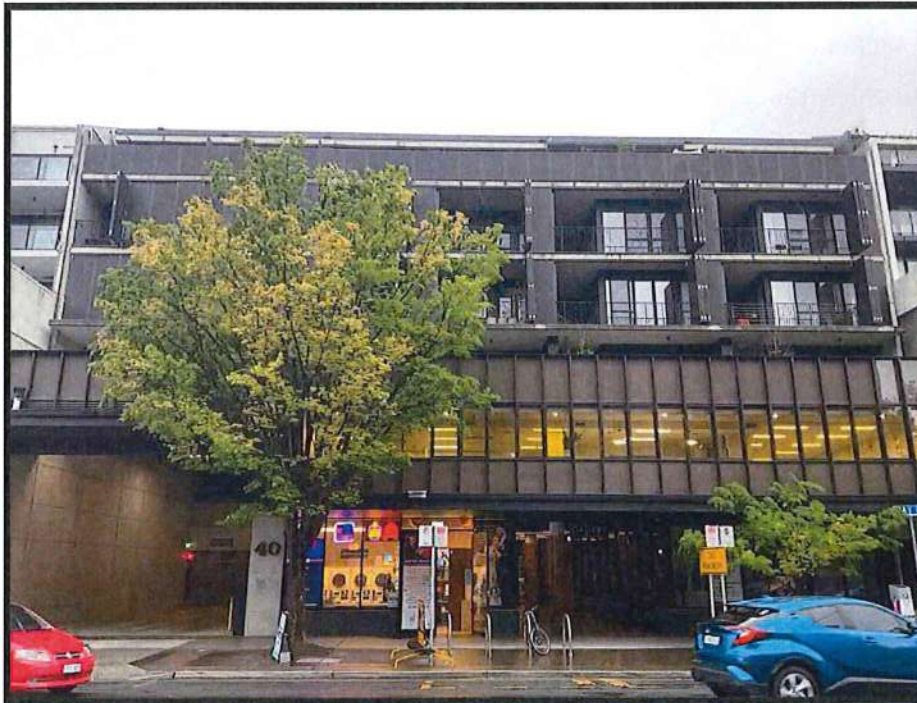
- Any 'minor fault or defect'
- Solving or providing costs for any rectification or repair work;
- The structural design or adequacy of any element of construction;
- Detection of wood destroying insects such as termites and wood borers;
- Any services including building, engineering (electronic), fire and smoke detection or mechanical;
- A review of occupational, health or safety issues such as asbestos content, or the provision of safety glass or swimming pool fencing;
- Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws; and
- Whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip, earthquakes or tidal inundation, or if it is flood prone.

### SECTION 4 – SITE PHOTOGRAPHS



# Sinking Fund Plan

**The Gallery**  
**40 Mort Street, Braddon, ACT 2612**  
**Scheme Number: 4464**



**COMPILED BY VON HARAMINA**

**On 5 November 2025 for the  
15 Years Commencing: 2 July 2025  
QIA Job Reference Number: 206989**

Professional Indemnity Insurance Policy Number 1411189338 PLP  
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QIA Group Pty Ltd  
ABN 27 116 106 453

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**QIA Group Pty Ltd**

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## INTRODUCTION

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

## LOCATION

40 Mort Street, Braddon, ACT 2612

## REPORT SUMMARY

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

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

The Sinking Fund Levy per entitlement already set is:	\$67.34
Number of Lot/Unit Entitlements:	1000
Opening Balance:	\$243,937.63
The proposed Sinking Fund Levy per entitlement is:	\$70.84

## 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.

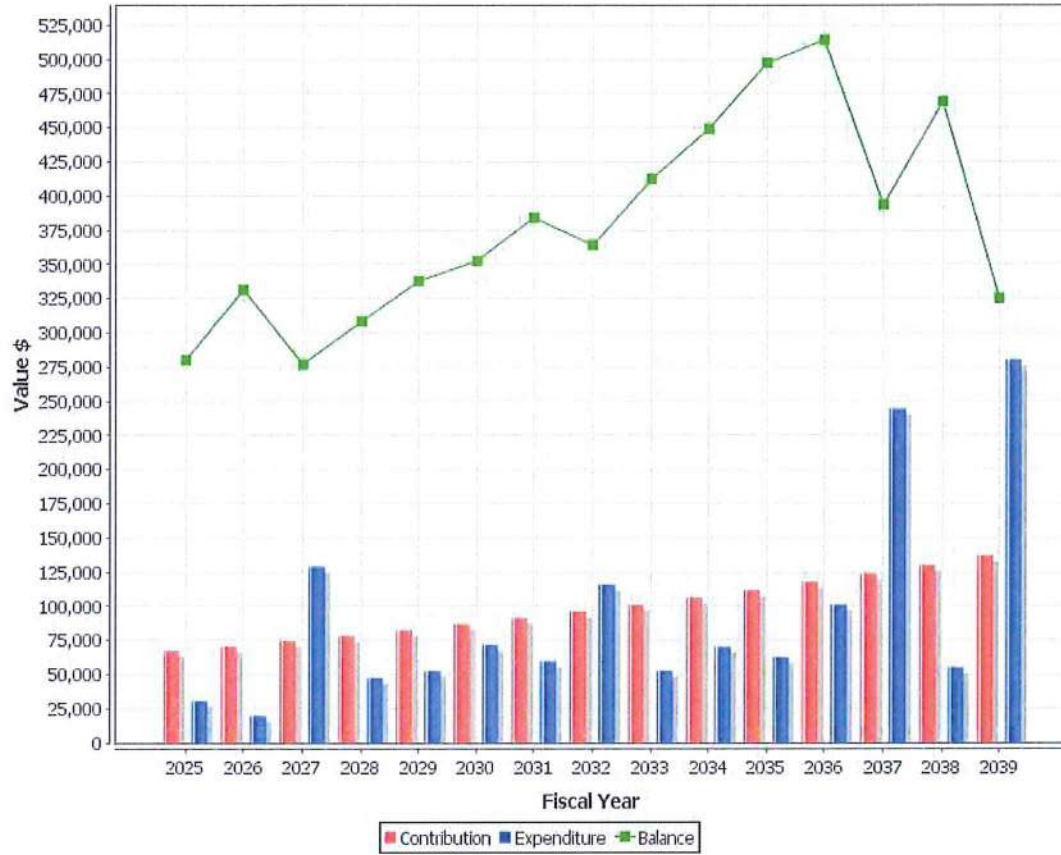
No allowance has been made for buildings Registered for Goods and Services Tax (GST) and GST will need to be applied to the levies proposed in this report.

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	02/07/2025	\$243,938	\$67,342	\$67.34	\$30,888	\$280,392
2	02/07/2026	\$280,392	\$70,844	\$70.84	\$19,642	\$331,594
3	02/07/2027	\$331,594	\$74,528	\$74.53	\$128,904	\$277,218
4	02/07/2028	\$277,218	\$78,403	\$78.40	\$47,622	\$307,998
5	02/07/2029	\$307,998	\$82,480	\$82.48	\$52,794	\$337,684
6	02/07/2030	\$337,684	\$86,769	\$86.77	\$71,866	\$352,587
7	02/07/2031	\$352,587	\$91,281	\$91.28	\$59,668	\$384,200
8	02/07/2032	\$384,200	\$96,028	\$96.03	\$115,814	\$364,414
9	02/07/2033	\$364,414	\$101,021	\$101.02	\$52,701	\$412,734
10	02/07/2034	\$412,734	\$106,274	\$106.27	\$70,141	\$448,867
11	02/07/2035	\$448,867	\$111,800	\$111.80	\$62,654	\$498,013
12	02/07/2036	\$498,013	\$117,614	\$117.61	\$101,290	\$514,337
13	02/07/2037	\$514,337	\$123,730	\$123.73	\$244,308	\$393,760
14	02/07/2038	\$393,760	\$130,164	\$130.16	\$55,004	\$468,919
15	02/07/2039	\$468,919	\$136,932	\$136.93	\$280,203	\$325,649

### SINKING FUND FORECAST MOVEMENT



**SUMMARY OF ANNUAL FORECAST EXPENDITURE**

<b>July 2025</b>		<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>		
- Capital Replacement - General		\$3,478
<b>BASEMENT</b>		
- Repaint line marking		\$1,131
<b>ENTRY FOYER</b>		
- Replace furniture		\$4,759
<b>FENCING</b>		
- Re-stain/lacquer timber slat fencing/gates		\$10,679
<b>FURNITURE &amp; FITTINGS</b>		
- Ongoing partial replacement of exterior lighting		\$1,129
- Provision to upgrade swipe/card readers		\$5,302
- Provision to replace door closers/door hardware		\$2,112
<b>FIRE PROTECTION SYSTEMS</b>		
- Install/replace sensors/exit signage/emergency lighting		\$2,298
<u>Total Forecast Expenditure for year - July 2025 (Inc GST):</u>		<u>\$30,888</u>
	Includes GST amount of :	\$2,808
<b>July 2026</b>		<b>Expense Inc GST</b>
<b>SUPERSTRUCTURE</b>		
- Provision to replace balustrade/handrail fixings		\$1,625
- Capital Replacement - General		\$3,652
<b>BASEMENT</b>		
- Replace stormwater pumps		\$5,118

**FURNITURE & FITTINGS**

- Provision to upgrade security cameras & associated equipment \$2,445

- Provision to replace door closers/door hardware \$2,217

**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers \$4,584

Total Forecast Expenditure for year - July 2026 (Inc GST): \$19,642

Includes GST amount of : \$1,786

**July 2027**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Repaint building previously painted vertical surfaces \$54,037

- Repaint soffits / underside awnings \$14,165

- Scaffold/access equip allowance \$9,513

- Repaint door face \$14,884

- Capital Replacement - General \$3,835

**BASEMENT**

- Repaint walls \$3,464

- Repaint door face \$2,674

- Maintain/repair main garage doors running gear \$952

- Repaint bollards \$1,885

**ENTRY FOYER**

- Repaint walls \$4,197

- Repaint ceiling \$2,832

- Maintain tiles 10% of total \$3,584

- Repaint door face \$458

**EXTERNAL WORKS**

- Maintain common pipework	\$3,084
- Replace bin enclosure motors/keypads	\$3,668

**FURNITURE & FITTINGS**

- Provision to replace door closers/door hardware	\$2,328
---	---------

**AMENITIES**

- Repaint ceiling	\$1,051
-------------------	---------

**STAIRWELL**

- Repaint door faces	\$2,292
----------------------	---------

Total Forecast Expenditure for year - July 2027 (Inc GST): \$128,904

Includes GST amount of : \$11,719

**July 2028**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Maintain sliding balcony screens	\$3,507
- Capital Replacement - General	\$4,026

**BASEMENT**

- Replace exhaust/supply fans	\$7,301
- Provision for CO sensors/monitor replacement	\$1,359
- Replace garage door motors	\$2,499

**ENTRY FOYER**

- Provision to upgrade automatic door	\$8,734
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**FURNITURE & FITTINGS**

- Provision to upgrade intercom systems, handsets & associated equipment	\$16,243
- Provision to replace door closers/door hardware	\$2,445

**AMENITIES**

- Replace hand dryer	\$807
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**STAIRWELL**

- Maintain handrail fixings	\$702
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<u>Total Forecast Expenditure for year - July 2028 (Inc GST):</u>	<u>\$47,622</u>
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Includes GST amount of :	\$4,329
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**July 2029**

Expense
Inc GST

**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$1,881
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- Capital Replacement - General	\$4,228
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**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain walkways 2% of total	\$6,265
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**ENTRY FOYER**

- Replace floor covering in 5 years	\$6,815
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- Replace timber flooring in 5 years	\$5,101
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**FENCING**

- Re-stain/lacquer timber slat fencing/gates	\$12,981
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$1,372
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- Provision to upgrade swipe/card readers	\$6,444
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**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$2,794
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**PLANT & EQUIPMENT**

- Replace sewer pump	\$4,914
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<u>Total Forecast Expenditure for year - July 2029 (Inc GST):</u>	<u>\$52,794</u>
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Includes GST amount of :	\$4,799
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July 2030	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Maintain sliding balcony screens	\$3,866
- Capital Replacement - General	\$4,439
<b>BASEMENT</b>	
- Repaint line marking	\$1,443
- Replace variable speed drive controller	\$4,717
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>	
- Maintain/replace traffic signal system	\$4,850
<b>ENTRY FOYER</b>	
- Re-stain/lacquer timber work	\$12,029
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to upgrade security cameras & associated equipment	\$2,972
- Maintain signage	\$1,238
<b>LANDSCAPING</b>	
- Replace planter box membrane in 6 years	\$16,983
<b>AMENITIES</b>	
- Maintain fixtures/fittings	\$568
- Maintain floor/wall tiles	\$1,073
<b>ROOF</b>	
- Maintain metal roof fixings/flashings	\$11,498
<b>PLANT &amp; EQUIPMENT</b>	
- Provision to maintain/replace inline exhaust fans + ventilation ducting	\$6,191
<u>Total Forecast Expenditure for year - July 2030 (Inc GST):</u>	<u>\$71,866</u>
Includes GST amount of :	\$6,533

<b>July 2031</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Replace external door/frame 25% of total		\$5,989
- Capital Replacement - General		\$4,661
<b>BASEMENT</b>		
- Maintain ventilation ducting 10% of total		\$5,227
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain driveway 10% of total		\$5,955
<b>ENTRY FOYER</b>		
- Maintain tiles 10% of total		\$4,356
<b>FIRE PROTECTION SYSTEMS</b>		
- Provision to replace portable fire extinguishers		\$5,851
<b>ROOF</b>		
- Provision for partial balcony membrane replacement 10% of total		\$27,629
<u>Total Forecast Expenditure for year - July 2031 (Inc GST):</u>		<u>\$59,668</u>
Includes GST amount of :		\$5,424

<b>July 2032</b>		Expense Inc GST
<b>SUPERSTRUCTURE</b>		
- Replace external door/frame 25% of total		\$6,289
- Provision to replace balustrade/handrail fixings		\$2,178
- Maintain sliding balcony screens		\$4,263
- Capital Replacement - General		\$4,894
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>		
- Maintain walkways 2% of total		\$7,253

**EXTERNAL WORKS**

- Maintain common pipework \$3,937
- Replace bin enclosure motors/keypads \$4,681

**FURNITURE & FITTINGS**

- Provision to replace door closers/door hardware \$2,972

**FIRE PROTECTION SYSTEMS**

- Provision to upgrade Fire Panel & associated detection equipment \$40,955
- Provision to replace hydrant valve assemblies & seals \$1,502

**PLANT & EQUIPMENT**

- Refurbish lift interiors in 8 years \$36,892

Total Forecast Expenditure for year - July 2032 (Inc GST): \$115,814

Includes GST amount of : \$10,529

**July 2033**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Replace external door/frame 25% of total \$6,603
- Capital Replacement - General \$5,139

**BASEMENT**

- Maintain/repair main garage doors running gear \$1,276

**ENTRY FOYER**

- Replace furniture \$7,031

**FENCING**

- Re-stain/lacquer timber slat fencing/gates \$15,778

**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting \$1,668
- Provision to upgrade swipe/card readers \$7,833
- Provision to replace door closers/door hardware \$3,120

**FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reels	\$858
- Install/replace sensors/exit signage/emergency lighting	\$3,396
<u>Total Forecast Expenditure for year - July 2033 (Inc GST):</u>	<u>\$52,701</u>
Includes GST amount of :	\$4,791

**July 2034**Expense  
Inc GST**SUPERSTRUCTURE**

- Replace external door/frame 25% of total	\$6,933
- Maintain sliding balcony screens	\$4,699
- Capital Replacement - General	\$5,396

**BASEMENT**

- Maintain ventilation ducting 10% of total	\$6,051
- Replace garage door motors	\$3,349

**FURNITURE & FITTINGS**

- Provision to upgrade security cameras & associated equipment	\$3,612
- Provision to upgrade intercom systems, handsets & associated equipment	\$21,767
- Provision to replace door closers/door hardware	\$3,276

**AMENITIES**

- Replace hand dryer	\$1,082
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**ROOF**

- Maintain metal roof fixings/flashings	\$13,976
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Total Forecast Expenditure for year - July 2034 (Inc GST): \$70,141

Includes GST amount of : \$6,376

July 2035	Expense Inc GST
<b>SUPERSTRUCTURE</b>	
- Provision to replace balustrade/handrail fixings	\$2,521
- Capital Replacement - General	\$5,666
<b>BASEMENT</b>	
- Repaint line marking	\$1,842
- Provision for CO sensors/monitor replacement	\$1,912
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>	
- Maintain walkways 2% of total	\$8,396
<b>ENTRY FOYER</b>	
- Maintain tiles 10% of total	\$5,295
<b>FURNITURE &amp; FITTINGS</b>	
- Provision to replace door closers/door hardware	\$3,440
<b>ROOF</b>	
- Provision for partial balcony membrane replacement 10% of total	\$33,583
<u>Total Forecast Expenditure for year - July 2035 (Inc GST):</u>	<u>\$62,654</u>
Includes GST amount of :	\$5,696
<b>July 2036</b>	
<b>SUPERSTRUCTURE</b>	
- Maintain sliding balcony screens	\$5,181
- Capital Replacement - General	\$5,949
<b>BASEMENT</b>	
- Replace stormwater pumps	\$8,337
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>	
- Maintain driveway 10% of total	\$7,600

**ENTRY FOYER**

- Provision to upgrade automatic door \$12,904

**AMENITIES**

- Provision to replace toilet and basin \$3,477

**FIRE PROTECTION SYSTEMS**

- Provision to replace portable fire extinguishers \$7,467

**PLANT & EQUIPMENT**

- Replace stair lift in 12 years \$50,374

Total Forecast Expenditure for year - July 2036 (Inc GST): \$101,290

Includes GST amount of : \$9,208

**July 2037**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Repaint building previously painted vertical surfaces \$88,021

- Repaint soffits / underside awnings \$23,074

- Scaffold/access equip allowance \$15,496

- Repaint door face \$24,245

- Capital Replacement - General \$6,246

**BASEMENT**

- Repaint walls \$5,642

- Maintain ventilation ducting 10% of total \$7,005

- Repaint door face \$4,356

- Repaint bollards \$3,070

**ENTRY FOYER**

- Repaint walls \$6,837

- Repaint ceiling \$4,613

- Repaint door face \$747

**EXTERNAL WORKS**

- Maintain common pipework	\$5,024
- Replace bin enclosure motors/keypads	\$5,974

**FENCING**

- Re-stain/lacquer timber slat fencing/gates	\$19,178
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**FURNITURE & FITTINGS**

- Ongoing partial replacement of exterior lighting	\$2,027
- Provision to upgrade swipe/card readers	\$9,521
- Maintain signage	\$1,742

**AMENITIES**

- Repaint ceiling	\$1,711
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**FIRE PROTECTION SYSTEMS**

- Install/replace sensors/exit signage/emergency lighting	\$4,128
- Provision to replace hydrant valve assemblies & seals	\$1,917

**STAIRWELL**

- Repaint door faces	\$3,734
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<u>Total Forecast Expenditure for year - July 2037 (Inc GST):</u>	<u>\$244,308</u>
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Includes GST amount of :	\$22,210
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<b>July 2038</b>	Expense Inc GST
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**SUPERSTRUCTURE**

- Provision to replace balustrade/handrail fixings	\$2,919
- Maintain sliding balcony screens	\$5,712
- Capital Replacement - General	\$6,559

**DRIVEWAYS, PATHWAYS & PARKING**

- Maintain walkways 2% of total	\$9,719
---------------------------------	---------

**FURNITURE & FITTINGS**

- Provision to upgrade security cameras & associated equipment \$4,391

**FIRE PROTECTION SYSTEMS**

- Provision to replace fire hose reels \$1,094

**ROOF**

- Maintain metal roof fixings/flashings \$16,988

**PLANT & EQUIPMENT**

- Replace sewer pump \$7,623

Total Forecast Expenditure for year - July 2038 (Inc GST): \$55,004

Includes GST amount of : \$5,000

**July 2039**

Expense  
Inc GST

**SUPERSTRUCTURE**

- Capital Replacement - General \$6,886

**BASEMENT**

- Replace main garage doors in 15 years \$9,650
- Maintain/repair main garage doors running gear \$1,710

**ENTRY FOYER**

- Maintain tiles 10% of total \$6,436

**EXTERNAL WORKS**

- Replace bin enclosure roller doors in 15 years \$9,650

**FENCING**

- Replace colorbond fencing in 27 years (partial accrual) 20% \$2,321
- Replace powder coated baluster fencing in 23 years (partial accrual) 20% \$4,882
- Replace timber slat fencing/gates in 19 (partial accrual) 20% \$7,153

**FURNITURE & FITTINGS**

- Replace mail boxes in 19 years (partial accrual) 20% \$3,732
- Provision to replace door closers/door hardware \$4,181

**AMENITIES**

- Maintain floor/wall tiles \$1,664

**ROOF**

- Provision for partial balcony membrane replacement 10% of total \$40,820

**PLANT & EQUIPMENT**

- Replace lifts in 18 years (partial accrual) 25% \$171,512
- Provision to maintain/replace inline exhaust fans + ventilation ducting \$9,605

Total Forecast Expenditure for year - July 2039 (Inc GST): \$280,203

Includes GST amount of : \$25,473

### ITEMISED EXPENDITURE BY YEAR

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>SUPERSTRUCTURE</b>																		
- Repaint building previously painted vertical surfaces	\$42,436	2027	10			54037										88021		
- Repaint soffits / underside awnings	\$11,124	2027	10			14165										23074		
- Scaffold/access equip allowance	\$7,471	2027	10			9513										15496		
- Repaint door face	\$11,689	2027	10			14884										24245		
- Replace external door/frame 25% of total	\$3,870	2031	14						5989	6289	6603	6933						
- Provision to replace balustrade/handrail fixings	\$1,340	2026	3		1625			1881			2178			2521			2919	
- Maintain sliding balcony screens	\$2,623	2028	2				3507		3866		4263		4699		5181		5712	
- Capital Replacement - General	\$3,011	2025	0	3478	3652	3835	4026	4228	4439	4661	4894	5139	5396	5666	5949	6246	6559	6886
<b>BASEMENT</b>																		
- Replace exhaust/supply fans	\$5,460	2028	12				7301											
- Repaint line marking	\$979	2025	5	1131					1443					1842				
- Provision for CO sensors/monitor replacement	\$1,016	2028	7				1359							1912				
- Repaint walls	\$2,720	2027	10			3464										5642		
- Maintain ventilation ducting 10% of total	\$3,377	2031	3						5227				6051			7005		
- Replace variable speed drive controller	\$3,200	2030	12						4717									
- Repaint door face	\$2,100	2027	10			2674										4356		
- Replace main garage doors in 15 years	\$4,220	2039	25															9650
- Maintain/repair main garage doors running gear	\$748	2027	6			952						1276						1710
- Replace garage door motors	\$1,869	2028	6				2499						3349					
- Replace stormwater pumps	\$4,220	2026	10		5118										8337			
- Repaint bollards	\$1,480	2027	10			1885										3070		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain driveway 10% of total	\$3,847	2031	5							5955					7600			
- Maintain/replace traffic signal system	\$3,290	2030	15						4850									
- Maintain walkways 2% of total	\$4,463	2029	3					6265			7253			8396			9719	
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,296	2027	10			4197											6837	
- Repaint ceiling	\$2,224	2027	10			2832											4613	
- Maintain tiles 10% of total	\$2,814	2027	4			3584				4356				5295				6436
- Replace floor covering in 5 years	\$4,854	2029	12					6815										
- Provision to upgrade automatic door	\$6,532	2028	8				8734								12904			
- Repaint door face	\$360	2027	10			458											747	
- Replace furniture	\$4,120	2025	8	4759								7031						
- Re-stain/lacquer timber work	\$8,160	2030	15						12029									
- Replace timber flooring in 5 years	\$3,633	2029	12					5101										
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,422	2027	5			3084					3937					5024		
- Replace bin enclosure roller doors in 15 years	\$4,220	2039	25															9650
- Replace bin enclosure motors/keypads	\$2,880	2027	5			3668					4681					5974		
<b>FENCING</b>																		
- Replace colorbond fencing in 27 years (partial accrual) 20%	\$1,015	2039	3															2321
- Replace powder coated baluster fencing in 23 years (partial accrual) 20%	\$2,135	2039	2															4882
- Replace timber slat fencing/gates in 19 (partial accrual) 20%	\$3,128	2039	1															7153
- Re-stain/lacquer timber slat fencing/gates	\$9,246	2025	4	10679				12981				15778				19178		

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>FURNITURE &amp; FITTINGS</b>																		
- Replace mail boxes in 19 years (partial accrual) 20%	\$1,632	2039	1															3732
- Ongoing partial replacement of exterior lighting	\$977	2025	4	1129				1372				1668				2027		
- Provision to upgrade swipe/card readers	\$4,590	2025	4	5302				6444				7833				9521		
- Provision to upgrade security cameras & associated equipment	\$2,016	2026	4		2445				2972				3612				4391	
- Provision to upgrade intercom systems, handsets & associated equipment	\$12,148	2028	6				16243						21767					
- Provision to replace door closers/door hardware	\$1,828	2025	7	2112	2217	2328	2445				2972	3120	3276	3440				4181
- Maintain signage	\$840	2030	7						1238								1742	
<b>LANDSCAPING</b>																		
- Replace planter box membrane in 6 years	\$11,521	2030	15						16983									
<b>AMENITIES</b>																		
- Maintain fixtures/fittings	\$385	2030	12						568									
- Maintain floor/wall tiles	\$728	2030	9						1073									1664
- Replace hand dryer	\$604	2028	6				807						1082					
- Provision to replace toilet and basin	\$1,760	2036	5												3477			
- Repaint ceiling	\$825	2027	10			1051										1711		
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to upgrade Fire Panel & associated detection equipment	\$25,200	2032	15								40955							
- Provision to replace fire hose reels	\$503	2033	5									858					1094	
- Provision to replace portable fire extinguishers	\$3,780	2026	5		4584					5851					7467			
- Install/replace sensors/exit signage/emergency lighting	\$1,990	2025	4	2298				2794				3396					4128	
- Provision to replace hydrant valve assemblies & seals	\$924	2032	5								1502						1917	

Item	Current Cost	Year 1st Applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>ROOF</b>																		
- Maintain metal roof fixings/flashings	\$7,800	2030	4						11498				13976				16988	
- Provision for partial balcony membrane replacement 10% of total	\$17,850	2031	4							27629				33583				40820
<b>STAIRWELL</b>																		
- Maintain handrail fixings	\$525	2028	12				702											
- Repaint door faces	\$1,800	2027	10			2292										3734		
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interiors in 8 years	\$22,700	2032	15								36892							
- Replace lifts in 18 years (partial accrual) 25%	\$75,000	2039	1															171512
- Replace stair lift in 12 years	\$25,500	2036	20											50374				
- Replace sewer pump	\$3,500	2029	9					4914									7623	
- Provision to maintain/replace inline exhaust fans + ventilation ducting	\$4,200	2030	9						6191									9605
<b>Total</b>				30888	19642	128904	47622	52794	71866	59668	115814	52701	70141	62654	101290	244308	55004	280203
<b>Includes GST amount of</b>				2808	1786	11719	4329	4799	6533	5424	10529	4791	6376	5696	9208	22210	5000	25473

**ITEMISED ACCRUALS BY YEAR**

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>SUPERSTRUCTURE</b>																		
- Repaint building previously painted vertical surfaces	\$42,436	2027	10	17141	35139	54037	6998	14346	22061	30163	38669	47600	56978	66825	77165	88021	11399	23368
- Repaint soffits / underside awnings	\$11,124	2027	10	4493	9211	14165	1834	3761	5783	7907	10137	12478	14936	17518	20228	23074	2988	6126
- Scaffold/access equip allowance	\$7,471	2027	10	3018	6186	9513	1232	2526	3884	5310	6808	8380	10031	11765	13585	15496	2007	4114
- Repaint door face	\$11,689	2027	10	4721	9679	14884	1928	3952	6077	8308	10651	13111	15694	18407	21255	24245	3140	6437
- Replace external door/frame 25% of total	\$3,870	2031	14	736	1508	2319	3170	4064	5003	5989	6289	6603	6933	835	1711	2631	3597	4612
- Provision to replace balustrade/handrail fixings	\$1,340	2026	3	793	1625	597	1223	1881	691	1416	2178	800	1639	2521	926	1898	2919	1072
- Maintain sliding balcony screens	\$2,623	2028	2	814	1668	2565	3507	1886	3866	2080	4263	2292	4699	2527	5181	2786	5712	3072
- Capital Replacement - General	\$3,011	2025	0	3478	3652	3835	4026	4228	4439	4661	4894	5139	5396	5666	5949	6246	6559	6886
<b>BASEMENT</b>																		
- Replace exhaust/supply fans	\$5,460	2028	12	1694	3473	5340	7301	824	1689	2597	3550	4551	5603	6707	7866	9083	10360	11702
- Repaint line marking	\$979	2025	5	1131	261	535	823	1126	1443	333	683	1051	1437	1842	425	872	1341	1833
- Provision for CO sensors/monitor replacement	\$1,016	2028	7	315	646	994	1359	235	481	740	1012	1298	1597	1912	330	677	1042	1424
- Repaint walls	\$2,720	2027	10	1099	2253	3464	449	920	1414	1933	2479	3051	3652	4283	4946	5642	731	1498
- Maintain ventilation ducting 10% of total	\$3,377	2031	3	642	1316	2024	2767	3547	4367	5227	1919	3935	6051	2222	4555	7005	2572	5273
- Replace variable speed drive controller	\$3,200	2030	12	693	1422	2186	2989	3832	4717	532	1091	1678	2294	2941	3620	4333	5082	5868
- Repaint door face	\$2,100	2027	10	848	1739	2674	346	710	1092	1493	1914	2356	2820	3307	3819	4356	564	1156
- Replace main garage doors in 15 years	\$4,220	2039	25	447	917	1410	1928	2471	3042	3641	4270	4931	5625	6353	7118	7921	8765	9650
- Maintain/repair main garage doors running gear	\$748	2027	6	302	619	952	188	385	591	809	1037	1276	251	515	793	1084	1389	1710
- Replace garage door motors	\$1,869	2028	6	580	1189	1828	2499	492	1009	1552	2122	2721	3349	660	1352	2080	2843	3645
- Replace stormwater pumps	\$4,220	2026	10	2497	5118	663	1359	2090	2857	3663	4509	5397	6329	7309	8337	1080	2213	3404
- Repaint bollards	\$1,480	2027	10	598	1226	1885	244	500	769	1052	1349	1660	1987	2331	2691	3070	398	815

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>DRIVEWAYS, PATHWAYS &amp; PARKING</b>																		
- Maintain driveway 10% of total	\$3,847	2031	5	731	1499	2306	3152	4041	4975	5955	1375	2820	4336	5928	7600	1755	3598	5534
- Maintain/replace traffic signal system	\$3,290	2030	15	713	1462	2248	3073	3940	4850	467	958	1473	2014	2582	3178	3804	4462	5152
- Maintain walkways 2% of total	\$4,463	2029	3	1134	2324	3574	4887	6265	2301	4716	7253	2663	5460	8396	3083	6320	9719	3569
<b>ENTRY FOYER</b>																		
- Repaint walls	\$3,296	2027	10	1331	2729	4197	544	1114	1714	2343	3004	3697	4426	5191	5994	6837	885	1815
- Repaint ceiling	\$2,224	2027	10	898	1842	2832	367	752	1156	1581	2027	2495	2986	3502	4044	4613	597	1225
- Maintain tiles 10% of total	\$2,814	2027	4	1137	2331	3584	1011	2072	3186	4356	1229	2518	3873	5295	1493	3061	4707	6436
- Replace floor covering in 5 years	\$4,854	2029	12	1233	2528	3888	5316	6815	769	1576	2424	3314	4248	5230	6260	7342	8478	9671
- Provision to upgrade automatic door	\$6,532	2028	8	2026	4154	6388	8734	1351	2770	4260	5824	7467	9192	11003	12904	1997	4093	6294
- Repaint door face	\$360	2027	10	145	298	458	59	122	187	256	328	404	484	567	655	747	97	198
- Replace furniture	\$4,120	2025	8	4759	736	1509	2321	3174	4069	5008	5995	7031	1088	2230	3429	4688	6010	7399
- Re-stain/lacquer timber work	\$8,160	2030	15	1768	3625	5575	7622	9772	12029	1159	2376	3653	4995	6404	7883	9436	11066	12778
- Replace timber flooring in 5 years	\$3,633	2029	12	923	1892	2910	3979	5101	575	1180	1814	2480	3180	3914	4686	5495	6346	7238
<b>EXTERNAL WORKS</b>																		
- Maintain common pipework	\$2,422	2027	5	978	2005	3084	712	1461	2246	3071	3937	909	1864	2866	3919	5024	1160	2379
- Replace bin enclosure roller doors in 15 years	\$4,220	2039	25	447	917	1410	1928	2471	3042	3641	4270	4931	5625	6353	7118	7921	8765	9650
- Replace bin enclosure motors/keypads	\$2,880	2027	5	1164	2385	3668	847	1737	2671	3651	4681	1081	2216	3408	4660	5974	1380	2828

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>FENCING</b>																		
- Replace colorbond fencing in 27 years (partial accrual) 20%	\$1,015	2039	3	108	220	339	464	594	732	876	1027	1186	1353	1528	1712	1905	2108	2321
- Replace powder coated baluster fencing in 23 years (partial accrual) 20%	\$2,135	2039	2	226	464	713	975	1250	1539	1842	2160	2495	2846	3214	3601	4007	4434	4882
- Replace timber slat fencing/gates in 19 (partial accrual) 20%	\$3,128	2039	1	331	680	1045	1429	1832	2255	2699	3165	3655	4169	4709	5276	5872	6497	7153
- Re-stain/lacquer timber slat fencing/gates	\$9,246	2025	4	10679	3012	6174	9495	12981	3661	7504	11540	15778	4450	9122	14027	19178	5408	11087
<b>FURNITURE &amp; FITTINGS</b>																		
- Replace mail boxes in 19 years (partial accrual) 20%	\$1,632	2039	1	173	355	545	745	956	1176	1408	1652	1907	2175	2457	2753	3063	3390	3732
- Ongoing partial replacement of exterior lighting	\$977	2025	4	1129	318	653	1004	1372	387	793	1220	1668	470	964	1483	2027	571	1171
- Provision to upgrade swipe/card readers	\$4,590	2025	4	5302	1495	3065	4713	6444	1817	3726	5729	7833	2209	4528	6964	9521	2685	5504
- Provision to upgrade security cameras & associated equipment	\$2,016	2026	4	1193	2445	690	1414	2174	2972	838	1718	2642	3612	1019	2088	3212	4391	1238
- Provision to upgrade intercom systems, handsets & associated equipment	\$12,148	2028	6	3769	7726	11880	16243	3200	6560	10088	13793	17683	21767	4288	8791	13519	18483	23696
- Provision to replace door closers/door hardware	\$1,828	2025	7	2112	2217	2328	2445	690	1414	2174	2972	3120	3276	3440	970	1989	3058	4181
- Maintain signage	\$840	2030	7	182	373	574	784	1006	1238	214	439	674	922	1182	1455	1742	301	617
<b>LANDSCAPING</b>																		
- Replace planter box membrane in 6 years	\$11,521	2030	15	2497	5118	7871	10762	13796	16983	1636	3354	5158	7052	9041	11129	13322	15624	18041

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>AMENITIES</b>																		
- Maintain fixtures/fittings	\$385	2030	12	84	171	263	360	461	568	64	131	202	276	354	436	522	612	707
- Maintain floor/wall tiles	\$728	2030	9	158	323	497	680	872	1073	151	309	476	650	834	1026	1229	1441	1664
- Replace hand dryer	\$604	2028	6	187	384	590	807	159	326	501	686	879	1082	213	437	672	918	1177
- Provision to replace toilet and basin	\$1,760	2036	5	218	448	689	942	1207	1486	1779	2086	2409	2748	3103	3477	803	1646	2531
- Repaint ceiling	\$825	2027	10	333	683	1051	136	279	429	586	752	925	1108	1299	1500	1711	222	454
<b>FIRE PROTECTION SYSTEMS</b>																		
- Provision to upgrade Fire Panel & associated detection equipment	\$25,200	2032	15	4289	8792	13521	18486	23699	29173	34920	40955	3946	8089	12439	17006	21802	26838	32126
- Provision to replace fire hose reels	\$503	2033	5	78	160	245	335	430	529	634	743	858	198	406	624	853	1094	253
- Provision to replace portable fire extinguishers	\$3,780	2026	5	2236	4584	1059	2171	3338	4564	5851	1351	2770	4260	5824	7467	1725	3535	5437
- Install/replace sensors/exit signage/emergency lighting	\$1,990	2025	4	2298	648	1329	2044	2794	788	1615	2484	3396	958	1963	3019	4128	1164	2386
- Provision to replace hydrant valve assemblies & seals	\$924	2032	5	157	322	496	678	869	1070	1281	1502	347	711	1094	1495	1917	443	907
<b>ROOF</b>																		
- Replace guttering in 23 years	\$2,900	2047	30	236	485	746	1019	1307	1609	1926	2258	2608	2975	3360	3764	4189	4635	5103
- Maintain metal roof fixings/flashings	\$7,800	2030	4	1690	3465	5329	7286	9341	11498	3243	6647	10222	13976	3941	8080	12425	16988	4791
- Replace down pipes in 23 years	\$2,300	2047	30	188	384	591	808	1036	1276	1527	1791	2068	2359	2664	2985	3322	3676	4047
- Provision for partial balcony membrane replacement 10% of total	\$17,850	2031	4	3393	6956	10698	14626	18751	23082	27629	7792	15973	24563	33583	9471	19415	29856	40820

Item	Current Cost	Year 1st applied	Remain Life/ Next Interval	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
<b>STAIRWELL</b>																		
- Maintain handrail fixings	\$525	2028	12	163	334	513	<b>702</b>	79	162	250	341	437	538	645	756	873	996	1125
- Repaint door faces	\$1,800	2027	10	727	1490	<b>2292</b>	297	609	936	1280	1640	2019	2417	2835	3273	<b>3734</b>	484	991
<b>PLANT &amp; EQUIPMENT</b>																		
- Refurbish lift interiors in 8 years	\$22,700	2032	15	3863	7920	12179	16652	21348	26278	31456	<b>36892</b>	3554	7286	11205	15319	19639	24176	28939
- Replace lifts in 18 years (partial accrual) 25%	\$75,000	2039	1	7948	16294	25057	34258	43919	54063	64715	75899	87642	99972	112919	126513	140787	155775	<b>171512</b>
- Replace stair lift in 12 years	\$25,500	2036	20	3165	6488	9977	13641	17487	21526	25768	30221	34897	39806	44961	<b>50374</b>	4042	8286	12743
- Replace sewer pump	\$3,500	2029	9	889	1823	2804	3833	<b>4914</b>	691	1417	2179	2980	3820	4702	5629	6602	<b>7623</b>	1072
- Provision to maintain/replace inline exhaust fans + ventilation ducting	\$4,200	2030	9	910	1866	2869	3923	5029	<b>6191</b>	871	1786	2746	3754	4813	5925	7092	8318	<b>9605</b>
<b>TOTAL ACCRUALS</b>				<b>95450</b>	<b>188376</b>	<b>173270</b>	<b>217256</b>	<b>255392</b>	<b>278000</b>	<b>314220</b>	<b>308717</b>	<b>369695</b>	<b>418994</b>	<b>475309</b>	<b>496294</b>	<b>379145</b>	<b>457655</b>	<b>317642</b>

\* 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.

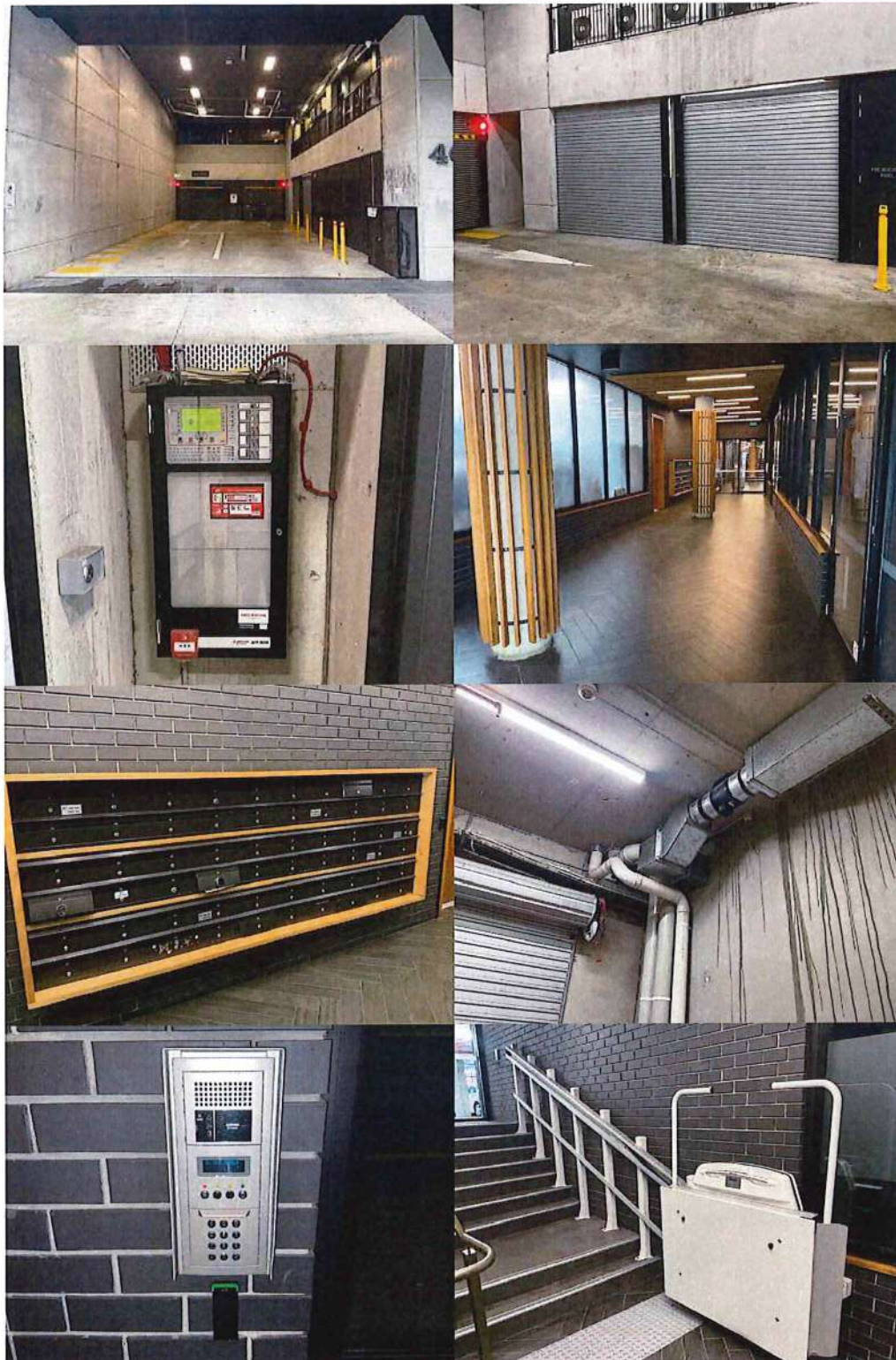
This Sinking Fund plan is not a building dilapidation report, building diagnostic report, warranty inspection, defects report, engineering report or structural assessment of the building. Where information in respect of any of these items at time of ordering, it has been incorporated into the report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

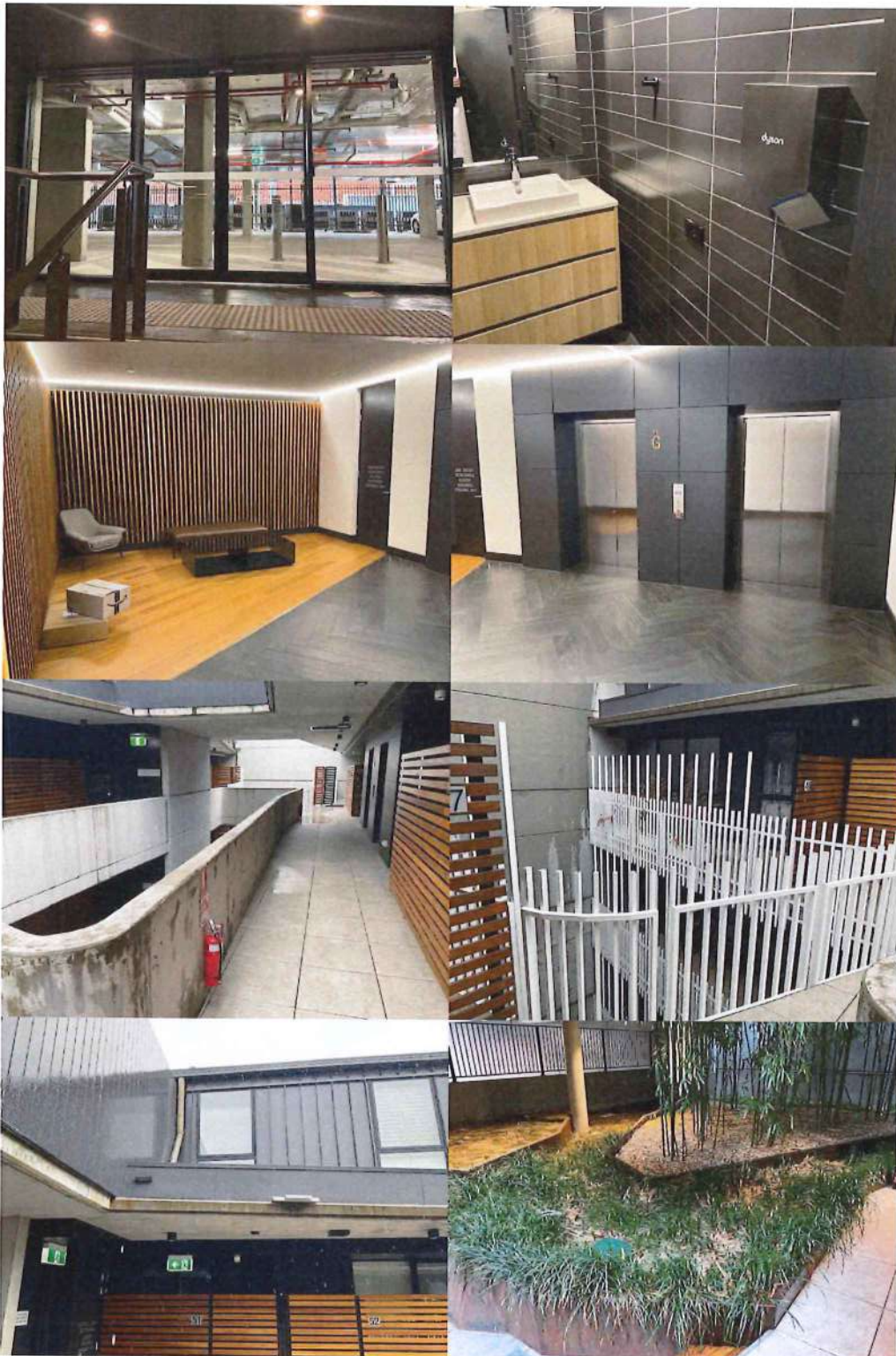
The report does not and cannot make comment upon: defects that may have been concealed; the assessment of which may rely on certain weather conditions and the presence or absence of timber pests. The report will allow for ordinary inclusion, but does not consider or make recommendations as to the specific 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.

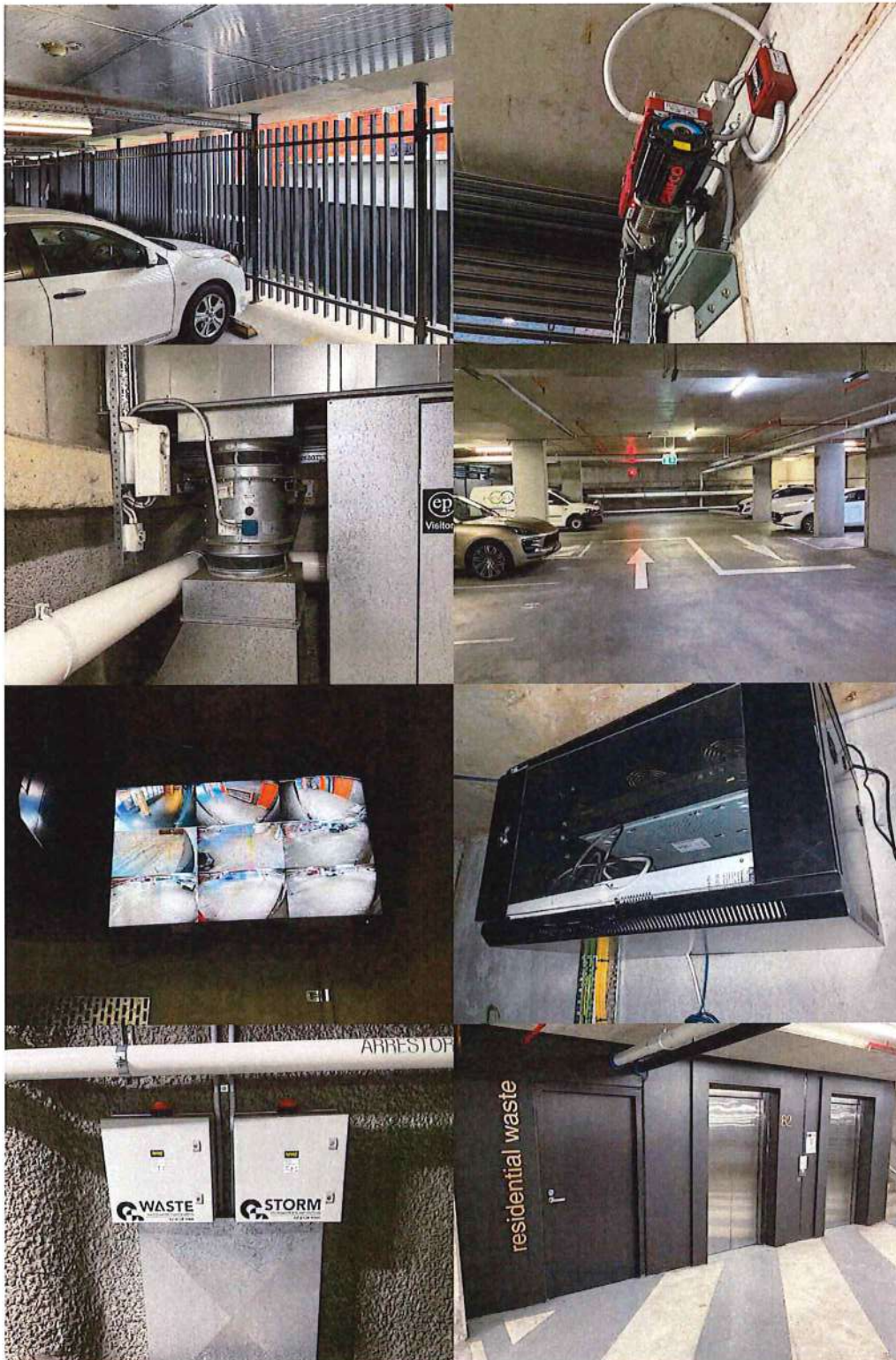
The inspector did not identify and assess safety hazards and did not carry out a risk assessment relating to any hazards upon the common property as part of this report. The report is not an Asbestos report and no assessment was made of asbestos products. The report is not Pool Safety or Window Safety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







AUSTRALIAN CAPITAL TERRITORY

# Certificate of Title

*Land Titles Act 1925*

Pursuant to S.44 of the Land Titles Act 1925, I certify that the registered proprietor is the owner of an estate in respect to the land described in this certificate. This Certificate of Title is subject to those unsatisfied mortgages and encumbrances, and any other interests to which the land is subject.



A handwritten signature in dark ink, appearing to read 'D Peffer'.

Dave Peffer  
Registrar-General

**LAND**

Braddon Section 20 Block 8 on Deposited Plan 6 with 56 units on Unit Plan 4464  
Lease commenced on 31/05/2018

**REGISTERED PROPRIETOR****Common Property:**

The Owners-Units Plan No 4464  
of Civium Strata Canberra 17/23 Townshend Street Phillip ACT 2606

**REGISTERED ENCUMBRANCES AND INTERESTS**

Registration Date	Registration Number	Description of Interest
		Original title is <b>Volume NA Folio NA</b> Purpose Clause: Refer Units Plan Easement In Units Plan: Current
31/05/2018	2156341	Application to Register Units Plan - Volume and Folio of Determined Crown Lease:2320/6  <b><i>End of interests</i></b>



This certificate of title is a valuable document that is protected by overt and covert security features, including a thermochromic icon on the front of this document.  
To test, gently rub the icon. The icon should momentarily disappear then return.  
The absence of this feature could indicate a fraudulent certificate of title.

**SUE**

Form 078

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

District/Division	Section	Block	Unit Plan No
BRADDON	20	0008	A464

**2. APPROVAL UNDER UNIT TITLES ACT 2001**

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
1	12	4	2348	81
2	12	4	2348	82
3	12	3	2348	83
4	12	3	2348	84
5	18	4	2348	85
6	18	4	2348	86
7	12	4	2348	87
8	12	4	2348	88
9	12	3	2348	89
10	12	3	2348	90
11	18	4	2348	91
12	18	4	2348	92
13	19	4	2348	93
14	19	4	2348	94
15	14	4	2348	95
16	14	4	2348	96
17	14	4	2348	97
18	14	4	2348	98
19	12	4	2348	99
20	12	4	2348	100
21	12	3	2349	1
22	12	3	2349	2
23	18	4	2349	3
24	18	4	2349	4
25	19	4	2349	5

Aggregate

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

Volume

Folio

2348

80

*David Edward Howarth*  
MORT STREET DEVL PTN LTD  
600 973564  
SOLE DIRECTOR

Signature of Lessee

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

Dated Fifteenth this day of May 2018

*V. Valuy*  
Vyn Tankey

Delegate of the Authority/Executive

*D. Peffer*  
Dave Peffer  
Registrar-General



Deputy Registrar-General

**SUE**  
Form 078



**SCHEDULE OF UNIT ENTITLEMENTS**

1. LAND

District/Division	Section	Block	Unit Plan No
BRADDON	20	0008	4464

2. APPROVAL UNDER UNIT TITLES ACT 2001

COLUMN 1			COLUMN 2	
UNIT NO	UNIT ENTITLEMENT	UNIT SUBSIDIARIES	VOLUME	FOLIO
26	19	4	2349	6
27	14	4	2349	7
28	14	4	2349	8
29	14	4	2349	9
30	14	4	2349	10
31	12	4	2349	11
32	12	4	2349	12
33	12	3	2349	13
34	12	3	2349	14
35	18	4	2349	15
36	18	4	2349	16
37	19	4	2349	17
38	19	4	2349	18
39	14	4	2349	19
40	14	4	2349	20
41	14	4	2349	21
42	14	4	2349	22
43	15	4	2349	23
44	15	4	2349	24
45	15	3	2349	25
46	38	5	2349	26
47	26	4	2349	27
48	28	4	2349	28
49	28	4	2349	29
50	22	4	2349	30

Aggregate

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

Volume	Folio
2348	80

*David Edwards*  
DAVID EDWARDS LEWATH  
MOET STREET DEVL PT 1 LTD  
600 973 564  
SUE DIRECTOR Signature of Lessee

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

Dated Fifteenth this day of May 2018

*Lyn Tankey*  
Lyn Tankey  
Delegate of the Authority/Executive

*Dave Peffer*  
Dave Peffer  
Registrar-General  
Deputy Registrar-General





## The Gallery - UNITS PLAN 4464

40 Mort Street, Braddon ACT 2612

### Alternate rules

#### 1.1 Definitions—default rules

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

#### 1.2 Payment of rates and taxes by unit owners

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

#### 1.3 Repairs and maintenance

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

#### 1.4 Erections and alterations

- (1) A unit owner may erect or alter any structure in or on the unit or the common property only—
  - (a) in accordance with the express permission of the Executive Committee; and
  - (b) in accordance with the requirements of any applicable territory law (for example, a law requiring development approval to be obtained for the erection or alteration).
- (2) Permission may be given subject to conditions stated in the resolution.
- (3) However, if the structure is sustainability infrastructure, the owners corporation's permission must not be unreasonably withheld.
- (4) Windows facing the internal atrium shall only be furnished using window coverings in the colour shades of Charcoal, Beige, Dark Grey, White or another colour approved prior by the Executive Committee.

- (5) Installation/fixation of any type of screening (*ie. Bamboo*), even temporary, is not permitted to be installed on Balconies or entrance courtyards; unless approved prior by the Executive Committee. Plant screening is allowed.

**Examples—where permission is not unreasonably withheld**

- safety considerations
- structural considerations

**Example—where permission is 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.

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**1.8 Hazardous use of unit**

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

**1.9 Use of unit—nuisance or annoyance**

- (1) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to a use of a unit if the executive committee has given an owner, occupier or user of the unit written permission for that use.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.10 Noise**

- (1) A unit owner must not make, or permit to be made, such a noise within the unit as might (in the circumstances) be reasonably likely to cause substantial annoyance to an owner, occupier or user of another unit.
- (2) This rule does not apply to the making of a noise if the executive committee has given the person responsible for making the noise written permission to do so.
- (3) Permission may be given subject to stated conditions.
- (4) Permission may be withdrawn by special resolution of the owners corporation.

**1.11 Illegal use of unit**

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

**1.12 What may an executive committee representative do?**

- (1) An executive committee representative may do any of the following in relation to a unit at all reasonable times:
  - (a) if the committee has reasonable grounds for suspecting that there is a breach of the Act or these rules in relation to a unit—inspect the unit to investigate the breach;
  - (b) carry out any maintenance required under the Act or these rules;

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

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

### **1.13 Use of Car Spaces**

Car spaces are to be kept clear of any items and are to be used for motor vehicle parking only. Any other items should be stored in unit allocated storage cages.

### **1.14 Special Privilege – Unit 55**

Pursuant to Section 22 and Section 112A of the Unit Titles (Management) Act 2011, a Special Privilege of more than three months is granted to Lot 55 per Annexure A of these Alternate Rules.

Civium Property Group  
Locked Bag 3008  
WODEN ACT 2606  
Ph. 1300 724 256



# **MINUTES OF THE ANNUAL GENERAL MEETING 2024**

## **OWNERS UNIT PLAN - 4464**

**The Gallery  
40 Mort Street  
BRADDON ACT 2612**

Held on:

**Monday, 23 September 2024 5:30 PM**

Held at:

**In Person:**

**Civium Strata Canberra - Boardroom  
3 Lonsdale St  
Braddon ACT 2612**

**And online via Google Meet**



# MINUTES OF THE ANNUAL GENERAL MEETING OF UNIT PLAN The Gallery 4464

Held Monday, 23 September 2024 5:30 PM at

In Person:

Civium Strata Canberra - Boardroom

3 Lonsdale St

Braddon ACT 2612

And online via Google Meet

**Present** B. Healey (Lot 35), Howdav Pty Ltd (Lot 46), J. Loram (Lot 1), L. Newman (Lot 47), M. Keele (Lot 52), S. Mashford (Lot 49)

**Civium Rep(s)** J. Minichiello (Civium Strata)

**Proxies** S. Mashford for D. Dukes (Lot 37)

**Company Nominees** None

**Apologies** None

**Voting Papers** None

**Other Attendees** None

**CFM** None

**Chairperson** M. Keele

**Meeting Opened** 6:00 PM

## Reduced Quorum Meeting

MOTION	Motion for consideration
1	<p><b>Minutes (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the minutes of the previous Annual General Meeting of the Owners Corporation, held on the 26th of June 2023, be confirmed as a true and accurate account of the proceeding at that meeting.</p> <p style="text-align: right;"><b>Motion Carried</b></p>

<p><b>2</b></p>	<p><b>Insurance Renewal (ORDINARY RESOLUTION)</b></p> <p>a) <b>It was RESOLVED</b> that the Owners Corporation's insurances be confirmed, as per the attached policy contained within the agenda; and</p> <p>b) <b>It was RESOLVED</b> that the Strata Managing Agent be authorised to obtain quotations prior to the current insurance policy expiry and presented to the Executive Committee for consideration. If advice from the Executive Committee is not received, the Managing Agent will proceed with the brokers recommendation.</p> <p><i>NOTE: It was noted that the certificate of currency included with the notice of the meeting had an incorrect address for the complex (49 Mort Street instead of 40 Mort Street). This has now been rectified, and the updated certificate has been uploaded to the library section of the CHUB for all owners' records.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
<p><b>3</b></p>	<p><b>Insurance Claims (ACKNOWLEDGEMENT)</b></p> <p><b>It was ACKNOWLEDGED</b> that the Owners Corporation consider any open or new Insurance Claims.</p> <p><i>NOTE: There are no current open claims.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
<p><b>4</b></p>	<p><b>Financial Statements and Accounting Records (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the financial statement of accounts for the financial year ending 30th May 2024 be adopted.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
<p><b>5</b></p>	<p><b>Appointment of Auditor (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the Owners Corporation appoint an auditor to audit the financial accounts for the closing financial period 2023- 2024 of the Owners Corporation to the Australian Auditor Standards and review the latest report, if obtained.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
<p><b>6</b></p>	<p><b>Maintenance Plan (ORDINARY RESOLUTION)</b></p> <p><b>It was REOLVED</b> that the Owners Corporation has reviewed the Maintenance Plan for the continued maintenance of the common property and its assets.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
<p><b>7</b></p>	<p><b>Maintenance Issues (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the Owners Corporation consider any open or new Common Property Maintenance Issues as well as any maintenance contracts that may be due for renewal.</p> <p><i>NOTE: Please see below job register and updates.</i></p> <ul style="list-style-type: none"> <li>• Provision of elevator key (This has been completed)</li> <li>• Roof Access &amp; Safety System Installation by Touchdown (This has been completed)</li> <li>• The report of loose roofing or metal flashing on the roof of Unit 48 has been addressed and the repairs have been completed.</li> <li>• <b>Gas meter lock:</b> The lock was cut and the metal gate cover removed for repairs. A new lock has not yet been reinstated.</li> </ul> <p><b>Action:</b> The SM to address this issue and arrange for a new lock to be installed.</p>

	<ul style="list-style-type: none"> <li>• <b>Elevator button on level 6:</b> Otis has confirmed the issue and provided a quote for replacement. <b>Update:</b> The part has been ordered and is expected to arrive within 30 days. The SM will keep the EC updated.</li> </ul> <p style="text-align: right;"><b>Motion Carried</b></p>
8	<p><b>Fire Safety Review (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the Owners Corporation review the provision and compliance of Common Property fire safety measures in accordance with the National Construction Codes (NCC) fire safety requirements.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
9	<p><b>Consideration of Physical Building Defects (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the Owners Corporation considers any Common Property physical building structural defects.</p> <p><i>NOTE: It was noted that there are no current or outstanding building defects to report.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
10	<p><b>Review of Sinking Fund Plan (ORDINARY RESOLUTION)</b></p> <p><b>It was RESOLVED</b> that the Owners Corporation reviews the 10-year Sinking Fund Plan and decide whether to revise the plan or replace the plan.</p> <p><i>NOTE: The last Sinking Fund Plan was reviewed in 2019. The cost to have a new report provided by QIA Group will be \$790 (GST Incl.)</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
11	<p><b>Budget (ORDINARY RESOLUTION)</b></p> <p>1. <b>It was RESOLVED</b> that contributions be determined:</p> <p>a. To the Administrative Fund in accordance with Section 75 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><b><u>Total Expenditure</u> \$211,000.00</b> <b><u>Total Administrative Fund Income</u> \$232,100.00</b></p> <p>b. To the Sinking Fund in accordance with Section 89 of the Unit Titles (Management) Act 2011 for the sum of:</p> <p><b><u>Total Expenditure</u> \$11,127.00</b> <b><u>Total Sinking Fund Income</u> \$67,742.40</b></p> <p>c. That the Administrative and Sinking Fund contributions be paid in equal quarterly instalments with the instalments dates to be  <b>1st instalment 30/10/2024</b>  <b>2nd instalment 30/12/2024</b>  <b>3rd instalment 28/02/2025</b>  <b>4th instalment 30/04/2025</b></p> <p><i>d. That in accordance with Section 78 and 89 of the Unit Titles (Management) Act 2011, the Owners Corporation agrees to determine additional quarterly contributions at the agreed administrative and sinking fund rate, for the next financial year should they be deemed necessary prior to the next AGM being held.</i></p> <p style="text-align: right;"><b>Motion Carried</b></p>
12	<p><b>Election of Executive Committee (ORDINARY RESOLUTION)</b></p>

	<p><b>It was RESOLVED</b> that the Owners Corporation resolves to appoint 3 to 7 Owners to form the Executive Committee.</p> <ul style="list-style-type: none"> <li><i>The following Owners form the Executive Committee.</i></li> </ul> <p><i>K. Smith (Unit 5), D. Howdav (Unit 46), L. Newman (Unit 47), S. Mashford (Unit 49), M. Keele (Unit 52).</i></p> <p><b>It was RESOLVED</b> that the Owners Corporation considers the adequacy of any current authorisations, delegations and appointments for the Executive Committee, any Sub-Committees and any Communication Officers. This includes nominating one or several invoice approvers on behalf of the Owners Corporation.</p> <p style="text-align: right;"><b>Motion Carried</b></p>
	<p><b>General Business</b></p> <ul style="list-style-type: none"> <li><b>Compliance with Move-In and Move-Out Guidelines</b></li> </ul> <p>It was noted that it is the responsibility of the Owners and property managers to ensure that tenants adhere to the provided guidelines for moving in and out of the building. A reminder letter has been attached to these minutes for reference. a copy will be also available on the CHUB.</p> <p style="text-align: right;"><b>Motion Carried</b></p>

There being no further business the chairperson declared the meeting closed at 6:23 pm  
Dated: 23 September 2024  
Issued by Civium Property Group for and on behalf of the Owners Corporation.

# NOTICE OF REDUCED QUORUM DECISIONS

## Part A Details of reduced quorum decisions †

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### A1 The Owners—Units Plan No 4464

### A2 General meeting

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

**23/09/2024**

### 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
23/09/2024	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.

DATE: 24/09/2024

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



The Owners - Unit Plan  
No 4464

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

# NOTICE OF REDUCED QUORUM DECISIONS

## Part B General information

### ***B1 What is a reduced quorum decision?***

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

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

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

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

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

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

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

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

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

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

- state the resolution or resolutions to which it applies; and

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

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

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

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

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



**MINUTES OF THE ANNUAL GENERAL MEETING  
OF THE OWNERS OF 4464  
Gallery Apartments  
Mort Street 40, BRADDON, ACT, 2612**

**VENUE:** Vantage Strata Office

**DATE:** 14th August 2025

**TIME:** 05:30 PM (Canberra time)

**PRESENT:**

<b>Lot Number</b>	<b>Attendee</b>
5	Owner - K Smith
15	Owner - Small Shall Pty Ltd
47	Owner - L Newman & P Compston
49	Owner - S Mashford

**APOLOGIES:**

No Apologies were noted.

**ABSENTEE VOTES:**

No Absentee Votes were noted.

**ADDITIONAL ATTENDEES:**

Name	Description
B Goodlace	Strata Manager - Vantage Strata
D Leskovec	POD Leader - Vantage Strata
I McCook	Strata Manager - Vantage Strata

**QUORUM:** A quorum was not present. However, the meeting proceeded with a Reduced Quorum (Schedule 3.9 of the Unit Titles (Management) Act 2011).

**SECRETARIAL NOTE:**

Owners are advised that under the Schedule 3.11 of the Unit Titles (Management) Act 2011, Reduced Quorum Decisions take effect 28 days after the date of this meeting. A reduced quorum decision is only overturned if, within 28 days after the decision was made, the Owners Corporation is given a petition requiring that the decision be overturned, signed by a majority of people entitled to vote.

## 1. CHAIRPERSON, PROXIES AND APOLOGIES

Ordinary resolution

*It was **resolved** that \*S Mashford from Lot 49\* be appointed as the chairperson of the meeting.*

The following absentee votes and proxies were accepted:

- Proxy, Howdav Pty Ltd (Lot 46) in favour of S Mashford (Lot 49)
- Proxy K. Smith (Lot 5) (Holding Proxy for Lot 15) provided Proxy for Lot 5 and Lot 15 in favour of S Mashford (Lot 49)

**MOTION CARRIED**

## 2. ADOPTION OF MINUTES

Ordinary resolution

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

**MOTION CARRIED**

### 3. INSURANCE

Special resolution

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

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

**NO DISSENT NOTED**

#### **MOTION CARRIED**

- It was raised that details of the Insurance Certificate of Currency to be confirmed. Vantage Strata to action.

### 4. INSURANCE CLAIMS (New or Outstanding)

- It was noted that there were no known new or outstanding Insurance claims.

### 5. AUDITED FINANCIALS - (Authority for EC to adopt)

Ordinary resolution

It was **resolved** that the Owners Corporation adopt the audited financials and audit report for the financial period ended 30/05/2025.

#### **MOTION CARRIED**

### 6. AUDITED FINANCIALS

Ordinary resolution

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

#### **MOTION CARRIED**

## 7. INVESTMENT OF FUNDS - ACT

Special resolution

*It was resolved that the Owners Corporation by special resolution authorise the Executive Committee, to invest surplus funds from the administrative fund and sinking fund into interest bearing investments; specifically, term deposits and at-call accounts, as considered appropriate.*

NO DISSENT NOTED

**MOTION CARRIED**

## 8. ADMIN FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Administration Fund expenditure budget of \$236,220.00 plus GST for the period 31/05/2025 to 30/05/2026 be adopted.*

**MOTION CARRIED**

## 9. ADMIN FUND CONTRIBUTION

Ordinary resolution

*It was **resolved** that a contribution be determined to the Administration Fund equal to the sum of \$240,000.00 plus GST, to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st September 2025, 1st December 2025, 1st March 2026 & 1st May 2026.*

**MOTION CARRIED**

## 10. SINKING FUND EXPENDITURE BUDGET

Ordinary resolution

*It was **resolved** that the Sinking Fund expenditure budget of \$26,772.00 plus GST for the period 31/05/2025 to 30/05/2026 be adopted.*

**MOTION CARRIED**

## 11. SINKING FUND CONTRIBUTION

Ordinary resolution

It was **resolved** that a contribution of \$67,342.00 plus GST, as per the Sinking Fund Forecast Report be determined to the sinking fund for the period 31/05/2025 to 30/05/2026 to be contributed by owners in accordance with their Units of Entitlement and payable by 4 instalments due on 1st September 2025, 1st December 2025, 1st March 2026 & 1st May 2026.

**MOTION CARRIED**

## 12. SINKING FUND PLAN (Update)

Ordinary resolution

It was **resolved** that the Owners Corporation authorises the Managing Agent to obtain an updated Sinking Fund Plan from QIA Group Pty Ltd in the amount of \$814.00 which is to be presented to owners for their consideration and adoption at the next General Meeting of the Owners Corporation.

**MOTION CARRIED**

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

Ordinary resolution

It was **resolved** that the Owners Corporation authorise the Executive Committee to: -

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

**MOTION CARRIED**

## 14. MAINTENANCE ISSUES

- No maintenance issues were noted.

## 15. CONTRACTS AND SERVICE AGREEMENTS

Ordinary resolution

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

**MOTION CARRIED**

## 16. EXECUTIVE COMMITTEE (Election)

Ordinary resolution

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

*Nominees:*

K Smith - (Lot 5)

S Mashford - (Lot 49)

L Newman - (Lot 47)

Howdav Pty Ltd - (Lot 46)

L McGrath - (Lot 52)

**MOTION CARRIED**

## 17. MAINTENANCE PLAN (Review)

Ordinary resolution

*It was **resolved** that the Owners Corporation authorise the Executive Committee to review the maintenance plan held as required under the Unit Titles (Management) Act 2011 and give consideration as to whether the requirements are adequate for the Owners Corporation's needs at this time.*

**MOTION CARRIED**

## 18. STRATA MANAGEMENT AGENCY AGREEMENT (Ratify)

Submitted by Committee | Ordinary resolution

It was **resolved** that the Owners Corporation ratify the appointment of Vantage Strata as per the written management agreement dated 31st May 2025 entered into by the Executive Committee, appointing Vantage Strata as follows:

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

**MOTION CARRIED**

## 19. ADOPTION OF RULES

Special resolution

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

a) adopt and adhere to the Owners Corporations rules as the Rules of the Owners Corporation as per the attached set of rules.

b) if required, register with Access Canberra in accordance with Section 108 of the Unit Titles (Management) Act 2011, the updated Owners Corporation rules.

Secretarial Note: It was noted that a review of the existing registered rules to be acquired.

**NO DISSENT NOTED**

**MOTION CARRIED**

## 20. FIRE SAFETY REVIEW

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

Please find enclosed in this pack the Annual Fire Safety Certificate provided from the fire contractor.

Annual Fire Safety Certificate

Dated: 16th July 2025

Prepared By: O'Neill & Brown Fire Services

- It was noted that a Fire Safety Review had been completed.

## 21. DEFECTS

Members may wish to discuss any building structural or common property defects. Please note that this does not include internal and 90-day defects.

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

- No new or existing defects were noted.

## 22. DELEGATIONS AND APPOINTMENTS

The Manager has been delegated to undertake certain administration, financial and secretarial functions on behalf of the Owners Corporation. These are outlined in the management agreement. This item is a requirement of the Unit Titles (Management) (Meeting Agenda) Guidelines 2023.

- The above was approved as per the Management Agreement with Vantage Strata.

## 23. GENERAL BUSINESS

Although general discussion is encouraged, owners are required to submit their general business **at least forty-eight (48) hours prior to the meeting** by completing the attached General Business Form. No other business will be attended to during the meeting other than that provided in 'General Business Form' received by the Strata Manager, time permitting.

- It was noted that the meeting was delayed due to handover issues with the building financials and given this the AGM next year to be held as soon as possible.
- A lack of clarity regarding details of an invoice for basement clean arranged by Civium was raised. Vantage Strata to follow up.
- A review of the building rules was raised, Vantage Strata to review rules and discuss with Executive Committee.
- The meeting noted feedback regarding the Vantage Command Centre from D Howarth, Vantage Strata to review.
- D Leskovec to follow up with D Howarth regarding plumber attendance for issue with common area bathroom.

## 24. MEETING CLOSURE

With no further business to discuss the meeting closed at **6:20pm**

**Unit Titles (Management) Act 2011 – Form 1**

**NOTICE OF REDUCED QUORUM DECISIONS**

**Part A Details of reduced quorum decisions<sup>1</sup>**

**A1 The Owners—Units Plan No 4464 A2 General meeting**

Date (or dates) of general meeting at which the reduced quorum decision or decisions were made 14<sup>th</sup> of August 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 O and attach details to the notice]*

Date of decision	Full text of reduced quorum decision
14/08/2025	As per attached documents.

**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.



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

## NOTICE OF REDUCED QUORUM DECISIONS

### Part B General information

---

#### ***B1 What is a reduced quorum decision?***

- A ***reduced quorum decision*** is a decision of a general meeting of the owners corporation made while a quorum (a ***reduced quorum***) smaller than a ***standard quorum*** was present.
- A ***standard quorum*** is those people entitled to vote (on the motion) in relation to not less than 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).



**Independent Auditor's Report  
To the Owners of Unit Plan 4464**

**Opinion**

We have audited the financial report of Unit Plan 4464 (the Plan), which comprises the balance sheet as at 30 May 2025, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Unit Plan 4464 as at 30 May 2025, and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011.

**Basis for Opinion**

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Plan in accordance with the ethical requirements of the Accounting Professional & Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (Including Independence Standards)* (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Emphasis of Matter - Basis of Accounting**

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

**Responsibilities of the Owners Corporation for the Financial Report**

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.



**Auditor's Responsibilities for the Audit of the Financial Report**

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Plan to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Owners Corporation regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Kelly Partners Assurance Services



Thomas Thomas CA  
Partner - North Sydney



Dated this 14<sup>th</sup> day of August 2025

**Civium Strata**

Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300

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**Balance Sheet - U/Plan 4464**  
**"THE GALLERY"**  
**40 MORT STREET, BRADDON, ACT 2612**  
 For the Financial Period 31/05/2024 to 30/05/2025

	Administrative	Sinking	TOTAL THIS YEAR
<b>Assets</b>			
Cash At Bank			
The Proprietors of Units Plan 4464	\$77,980.65	\$241,824.13	\$319,804.78
<i>Macquarie Bank BSB: 182-266 Acc No: 269250296</i>			
Levies Receivable	\$7,768.19	\$2,515.41	\$10,283.60
<b>Total Assets</b>	<b>\$85,748.84</b>	<b>\$244,339.54</b>	<b>\$330,088.38</b>
<b>Liabilities</b>			
BAS Clearing	\$(863.83)	\$867.22	\$3.39
Paid in Advance	\$8,601.12	\$0.00	\$8,601.12
Unidentified Deposits	\$147.49	\$0.00	\$147.49
GST Clearing	\$3,065.29	\$(483.51)	\$2,581.78
<b>Total Liabilities</b>	<b>\$10,950.07</b>	<b>\$383.71</b>	<b>\$11,333.78</b>
<b>Net Assets</b>	<b>\$74,798.77</b>	<b>\$243,955.83</b>	<b>\$318,754.60</b>
<b>Owners Funds</b>			
Opening Balance	\$61,011.39	\$192,925.21	\$253,936.60
Net Income For The Period	\$13,787.38	\$51,030.62	\$64,818.00
<b>Total Owners Funds</b>	<b>\$74,798.77</b>	<b>\$243,955.83</b>	<b>\$318,754.60</b>

KELLY + PARTNERS  
AUDIT

## Civium Strata

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### Income and Expenditure Statement - U/Plan 4464 "THE GALLERY"

40 MORT STREET, BRADDON, ACT 2612

For the Financial Period 31/05/2024 to 30/05/2025

#### Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
<b>Income</b>			
Interest on Overdues	\$162.93	\$0.00	\$457.42
Keys Fobs & Access Swipes	\$778.19	\$0.00	\$0.00
Levy Income	\$211,000.00	\$211,000.00	\$259,254.12
<b>Total Administrative Fund Income</b>	<b>\$211,941.12</b>	<b>\$211,000.00</b>	<b>\$259,711.54</b>
<b>Expenses</b>			
Administration Costs	\$0.00	\$0.00	\$145.45
Arrears Recovery Costs	\$300.76	\$250.00	\$(53.65)
Audit Fees	\$720.00	\$1,365.00	\$0.00
Building Repairs & Maintenance	\$3,013.82	\$5,000.00	\$1,346.36
By Law	\$30.91	\$0.00	\$0.00
CCTV System	\$0.00	\$0.00	\$180.00
Caretaker	\$85,099.22	\$79,819.00	\$81,064.77
Caretaker - Car Parking	\$0.00	\$2,000.00	\$1,865.00
Civium Disbursements	\$48.18	\$0.00	\$(671.37)
Electrical Repairs & Maintenance	\$3,288.00	\$3,000.00	\$2,334.00
Electricity - Utility	\$14,418.57	\$16,000.00	\$11,803.74
Fire Alarm Monitoring	\$2,194.56	\$2,300.00	\$2,672.28
Fire Protection - Contracted	\$3,587.50	\$4,450.00	\$4,200.80
Fire Protection - Repairs/Replacements	\$4,380.00	\$1,500.00	\$1,110.00
GST Administration	\$340.92	\$500.00	\$454.56
Garage Door	\$2,809.08	\$2,500.00	\$2,066.36
Gardens & Grounds	\$813.64	\$2,500.00	\$0.00
General Repairs & Maintenance	\$0.00	\$0.00	\$(40.00)
Insurance Premiums	\$5,001.61	\$28,000.00	\$42,772.62
Insurance Valuation	\$0.00	\$0.00	\$866.36
Keys Fobs & Access Swipes	\$1,867.92	\$0.00	\$696.92
Keys and Locks	\$1,242.55	\$500.00	\$0.00
Legal expense	\$0.00	\$0.00	\$0.00
Lift Maintenance Contract	\$12,693.65	\$12,500.00	\$10,645.76
Management Fee	\$21,459.81	\$22,345.00	\$22,791.96
Plumbing & Drainage	\$9,586.03	\$3,000.00	\$2,399.30
Roof HSS Compliance	\$650.00	\$866.00	\$0.00
Roofing Repairs & Maintenance	\$750.00	\$3,000.00	\$2,360.00
Security Access System & Cards	\$8,885.79	\$2,000.00	\$980.00
Tax Agent Fees - BAS/GST	\$360.00	\$325.00	\$330.00



**Civium Strata**

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**Income and Expenditure Statement - U/Plan 4464****"THE GALLERY"****40 MORT STREET, BRADDON, ACT 2612**

For the Financial Period 31/05/2024 to 30/05/2025

**Administrative Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
Tax Agent Fees - Income Tax	\$120.00	\$180.00	\$105.00
Taxation Reporting (Civium)	\$120.00	\$100.00	\$100.00
Waste collection	\$175.00	\$1,000.00	\$732.23
Water - Utility	\$14,196.22	\$16,000.00	\$15,217.25
<b>Total Administrative Fund Expenses</b>	<b>\$198,153.74</b>	<b>\$211,000.00</b>	<b>\$208,475.70</b>
<b>Administrative Fund Surplus/Deficit</b>	<b>\$13,787.38</b>	<b>\$0.00</b>	<b>\$51,235.84</b>
<b>Opening Balance for the period</b>	<b>\$61,011.39</b>	<b>\$0.00</b>	<b>\$9,775.55</b>
<b>Closing Balance for the period</b>	<b>\$74,798.77</b>	<b>\$0.00</b>	<b>\$61,011.39</b>


 KELLY + PARTNERS  
AUDIT

**Civium Strata**

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**Income and Expenditure Statement - U/Plan 4464****"THE GALLERY"****40 MORT STREET, BRADDON, ACT 2612**

For the Financial Period 31/05/2024 to 30/05/2025

**Sinking Fund**

	<b>TOTAL THIS YEAR</b>	<b>This Year Budget</b>	<b>Last Year Actual</b>
<b>Income</b>			
Interest on Overdues	\$71.10	\$0.00	\$159.85
Levy Income	\$61,584.36	\$61,584.00	\$55,906.52
<b>Total Sinking Fund Income</b>	<b>\$61,655.46</b>	<b>\$61,584.00</b>	<b>\$56,066.37</b>
<b>Expenses</b>			
CCTV System	\$0.00	\$7,881.00	\$0.00
Capital Works Budget	\$3,310.91	\$3,246.00	\$0.00
Fire Protection Replacement/Upgrade	\$0.00	\$0.00	\$457.50
Lift Replacement/Upgrade	\$0.00	\$0.00	\$1,650.00
Painting Works	\$0.00	\$0.00	\$1,666.00
Roofing Replacement/Upgrade	\$6,760.00	\$0.00	\$0.00
Sinking Fund Budget	\$553.93	\$0.00	\$1,977.00
<b>Total Sinking Fund Expenses</b>	<b>\$10,624.84</b>	<b>\$11,127.00</b>	<b>\$5,750.50</b>
<b>Sinking Fund Surplus/Deficit</b>	<b>\$51,030.62</b>	<b>\$50,457.00</b>	<b>\$50,315.87</b>
<b>Opening Balance for the period</b>	<b>\$192,925.21</b>	<b>\$0.00</b>	<b>\$142,609.34</b>
<b>Closing Balance for the period</b>	<b>\$243,955.83</b>	<b>\$50,457.00</b>	<b>\$192,925.21</b>


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**Lot Positions Report - U/Plan 4464**  
**"THE GALLERY"**  
**40 MORT STREET, BRADDON, ACT 2612**  
 For the Financial Period 31/05/2024 to 30/05/2025

**Administrative Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	James Owen Loram	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
2	2	Joshuah Kai Yeend	\$0.00	\$2,785.20	\$105.00	\$3,894.73	\$1,004.53 CR	\$0.00
3	3	Nicola Marjorie Cowan	\$0.00	\$2,785.20	\$105.00	\$2,890.20	\$0.00	\$0.00
4	4	Ryan James Kinder	\$0.00	\$2,785.20	\$0.00	\$2,088.90	\$696.30	\$0.00
5	5	Jeremy Hall & Kahley Smith	\$194.50	\$4,177.80	\$177.00	\$5,086.96	\$537.66 CR	\$10.87
6	6	Thomas Johnstone Penfold Cunliffe	\$0.00	\$4,177.80	\$0.00	\$4,177.80	\$0.00	\$0.00
7	7	Mr. Yue Liang	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
8	8	Helen Lee Greenlees	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
9	9	Gautam Karpoor	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
10	10	Sarah Elizabeth Wilson	\$208.84 CR	\$2,785.20	\$35.00	\$3,692.08	\$1,080.72 CR	\$0.00
11	11	Fiona Christine Neve	\$0.00	\$4,177.80	\$0.00	\$5,527.09	\$1,349.29 CR	\$0.00
12	12	Jidong Wang and Wei Wang	\$162.24 CR	\$4,177.80	\$332.00	\$4,347.56	\$0.00	\$0.00
13	13	Matthew Kent Smith	\$0.17 CR	\$4,409.92	\$0.00	\$4,027.27	\$382.48	\$0.00
14	14	Kenneth Robert Bell	\$0.00	\$4,409.92	\$0.00	\$4,409.92	\$0.00	\$0.00
15	15	Small Shall Pty Ltd	\$5.66	\$3,249.40	\$0.00	\$2,442.71	\$812.35	\$0.00
16	16	Shannon Marika Armstrong	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
17	17	Jarryd Nathan Moore	\$0.00	\$3,249.40	\$250.00	\$3,499.40	\$0.00	\$0.00
18	18	Wenting Song & Wentao Yang	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
19	19	Monica Coorey and George Coorey	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
20	20	Melody Zolla Rodriguez Navarro	\$953.54	\$2,785.20	\$1,219.12	\$4,261.56	\$696.30	\$90.99
21	21	Sarah Josephine Boland	\$2,083.37 CR	\$2,785.20	\$0.00	\$701.83	\$0.00	\$0.00
22	22	Veronica Lily Bergen	\$875.40 CR	\$2,785.20	\$0.00	\$3,607.08	\$1,697.28 CR	\$0.00
23	23	Heather Louise Lyell-Martin	\$0.00	\$4,177.80	\$0.00	\$4,177.80	\$0.00	\$0.00
24	24	Steven Dalby	\$0.00	\$4,177.80	\$0.00	\$4,177.80	\$0.00	\$0.00
25	25	Michael Alexander Joost & Thomas Julian Beaudoin	\$0.00	\$4,409.92	\$142.00	\$4,551.92	\$0.00	\$0.00
26	26	Robert Eliuta Sloan	\$1,666.95 CR	\$4,409.92	\$0.00	\$2,742.97	\$0.00	\$0.00
27	27	Joel Allan Easanesan Arulkumar	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
28	28	Gabrielle Alexandra Taylor	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
29	29	Ellen Shields	\$0.00	\$3,249.40	\$0.00	\$2,437.05	\$812.35	\$0.00
30	30	Mr Christopher Dudley Gardiner	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
31	31	Georgia Kate Coppen	\$0.00	\$2,785.20	\$0.00	\$2,088.90	\$696.30	\$0.00
32	32	Vuong Quoc Nguyen	\$1,085.54	\$2,785.20	\$188.12	\$3,316.78	\$742.08	\$0.00
33	33	Eleanor Margaret Finnie Ansley	\$0.00	\$2,785.20	\$0.00	\$2,088.90	\$696.30	\$0.00
34	34	Adrian Stroh	\$0.00	\$2,785.20	\$0.00	\$2,785.20	\$0.00	\$0.00
35	35	Brian Healey	\$8.80 CR	\$4,177.80	\$0.00	\$4,169.00	\$0.00	\$0.00
36	36	Xuehui He	\$0.00	\$4,177.80	\$0.00	\$3,133.35	\$1,044.45	\$0.00

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## Lot Positions Report - U/Plan 4464 "THE GALLERY"

40 MORT STREET, BRADDON, ACT 2612

For the Financial Period 31/05/2024 to 30/05/2025

### Administrative Fund

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
37	37	David Richard Dukes	\$0.00	\$4,409.92	\$0.00	\$4,409.92	\$0.00	\$0.00
38	38	James and Karyn Lim	\$0.00	\$4,409.92	\$337.00	\$4,414.92	\$332.00	\$14.20
39	39	Mark William Prasopa-Plaizier & Nittita Prasopa-Plaizier	\$9.87 CR	\$3,249.40	\$0.00	\$3,239.53	\$0.00	\$0.00
40	40	Daniel Riley Koenigs	\$25.76	\$3,249.40	\$590.58	\$3,008.46	\$857.28	\$0.00
41	41	Nicolas Ross Mangano	\$0.00	\$3,249.40	\$0.00	\$3,249.40	\$0.00	\$0.00
42	42	Thomas Patrick O'Donnell	\$669.07 CR	\$3,249.40	\$651.00	\$3,563.33	\$332.00 CR	\$0.00
43	43	Renlon Parker	\$0.00	\$3,481.52	\$0.00	\$3,481.52	\$0.00	\$0.00
44	44	Alan Richard Nicholls & Rosemary Helen Nicholls	\$0.00	\$3,481.52	\$0.00	\$3,481.52	\$0.00	\$0.00
45	45	Alexis Fabian Donoso	\$0.00	\$3,481.52	\$332.00	\$3,813.52	\$0.00	\$0.00
46	46	Howdav Pty Ltd	\$5.00	\$8,819.80	\$0.00	\$8,824.80	\$0.00	\$0.00
47	47	Leah Newman & Paul Compston	\$0.00	\$6,034.60	\$0.00	\$6,034.60	\$0.00	\$0.00
48	48	Mr Peter Dey	\$0.00	\$6,498.80	\$0.00	\$6,498.80	\$0.00	\$0.00
49	49	Nicholas Harvie Schmidt & Scott Graham Mashford	\$0.00	\$6,498.80	\$35.00	\$6,533.80	\$0.00	\$0.00
50	50	Chuchu Hua	\$12.47 CR	\$5,106.20	\$183.12	\$5,276.85	\$0.00	\$46.87
51	51	Cameron Dale Jones	\$0.00	\$5,106.20	\$0.00	\$5,106.20	\$0.00	\$0.00
52	52	Ms Linda McGrath	\$0.00	\$5,106.20	\$0.00	\$5,106.20	\$0.00	\$0.00
53	53	Simon Christopher James Lewis	\$1,255.66 CR	\$5,106.20	\$143.00	\$6,593.18	\$2,599.64 CR	\$0.00
54	54	Tin Hau Property Investments PTY LTD	\$0.58 CR	\$4,177.80	\$747.00	\$4,924.22	\$0.00	\$0.00
55	55	Douglas Hugh Campbell & Steven Edward Martin	\$0.00	\$12,069.20	\$0.00	\$12,069.20	\$0.00	\$0.00
56	56	Smith Gelo Pty Ltd ACN 607033643 as trustee for The Smith Gelo Family Trust and ELC Ellenberg Pty Ltd ACN 607 033 634 as trustee for Ellenberg Family Trust	\$600.00	\$13,693.92	\$0.00	\$14,293.92	\$0.00	\$0.00
<b>Administrative Fund Totals</b>			<b>\$-4,083.42</b>	<b>\$232,100.20</b>	<b>\$5,571.94</b>	<b>\$234,421.65</b>	<b>\$-832.93</b>	<b>\$162.93</b>
							<b>Administrative Fund Arrears</b>	<b>\$7,768.19</b>
							<b>Administrative Fund Advances</b>	<b>\$8,601.12</b>



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**Lot Positions Report - U/Plan 4464**  
**"THE GALLERY"**  
**40 MORT STREET, BRADDON, ACT 2612**  
 For the Financial Period 31/05/2024 to 30/05/2025

**Sinking Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
1	1	James Owen Loram	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
2	2	Joshuah Kai Yeend	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
3	3	Nicola Marjorie Cowan	\$0.00	\$812.92	\$0.00	\$707.92	\$105.00	\$0.00
4	4	Ryan James Kinder	\$0.38	\$812.92	\$0.00	\$610.07	\$203.23	\$0.00
5	5	Jeremy Hall & Kahley Smith	\$276.74	\$1,219.36	\$0.00	\$1,496.10	\$0.00	\$6.07
6	6	Thomas Johnstone Penfold Cunliffe	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
7	7	Mr. Yue Liang	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
8	8	Helen Lee Greenlees	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
9	9	Gautam Karpoor	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
10	10	Sarah Elizabeth Wilson	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
11	11	Fiona Christine Neve	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
12	12	Jidong Wang and Wei Wang	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
13	13	Matthew Kent Smith	\$0.00	\$1,287.12	\$0.00	\$965.34	\$321.78	\$0.00
14	14	Kenneth Robert Bell	\$0.00	\$1,287.12	\$0.00	\$1,287.12	\$0.00	\$0.00
15	15	Small Shall Pty Ltd	\$0.00	\$948.40	\$0.00	\$711.30	\$237.10	\$0.00
16	16	Shannon Marika Armstrong	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
17	17	Jarryd Nathan Moore	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
18	18	Wenting Song & Wentao Yang	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
19	19	Monica Coorey and George Coorey	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
20	20	Melody Zoila Rodriguez Navarro	\$223.89	\$812.92	\$0.00	\$832.59	\$204.22	\$29.29
21	21	Sarah Josephine Boland	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
22	22	Veronica Lily Bergen	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
23	23	Heather Louise Lyell-Martin	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
24	24	Steven Dalby	\$5.00	\$1,219.36	\$0.00	\$1,224.36	\$0.00	\$0.11
25	25	Michael Alexander Joost & Thomas Julian Beaudoin	\$0.00	\$1,287.12	\$0.00	\$1,287.12	\$0.00	\$0.00
26	26	Robert Elliuta Sloan	\$0.00	\$1,287.12	\$0.00	\$1,287.12	\$0.00	\$0.00
27	27	Joel Allan Easanesan Arulkumar	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
28	28	Gabrielle Alexandra Taylor	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
29	29	Ellen Shields	\$0.00	\$948.40	\$0.00	\$711.30	\$237.10	\$0.00
30	30	Mr Christopher Dudley Gardiner	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
31	31	Georgia Kate Coppen	\$36.00	\$812.92	\$0.00	\$645.69	\$203.23	\$0.86
32	32	Vuong Quoc Nguyen	\$260.73	\$812.92	\$0.00	\$815.07	\$258.58	\$15.21
33	33	Eleanor Margaret Finnie Ansley	\$0.00	\$812.92	\$0.00	\$609.69	\$203.23	\$0.00
34	34	Adrian Stroh	\$0.00	\$812.92	\$0.00	\$812.92	\$0.00	\$0.00
35	35	Brian Healey	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
36	36	Xuehui He	\$0.00	\$1,219.36	\$0.00	\$914.52	\$304.84	\$0.00

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**Lot Positions Report - U/Plan 4464  
 "THE GALLERY"  
 40 MORT STREET, BRADDON, ACT 2612  
 For the Financial Period 31/05/2024 to 30/05/2025**

**Sinking Fund**

Lot#	Unit#	Owner Name	Opening Balance	Levied	Special Levy	Paid	Closing Balance	Interest Paid
37	37	David Richard Dukes	\$0.00	\$1,287.12	\$0.00	\$1,287.12	\$0.00	\$0.00
38	38	James and Karyn Lim	\$0.00	\$1,287.12	\$0.00	\$1,287.12	\$0.00	\$4.34
39	39	Mark William Prasopa-Plaizier & Nittita Prasopa-Plaizier	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
40	40	Daniel Riley Koenigs	\$215.24	\$948.40	\$0.00	\$926.54	\$237.10	\$0.00
41	41	Nicolas Ross Mangano	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
42	42	Thomas Patrick O'Donnell	\$0.00	\$948.40	\$0.00	\$948.40	\$0.00	\$0.00
43	43	Renton Parker	\$0.00	\$1,016.12	\$0.00	\$1,016.12	\$0.00	\$0.00
44	44	Alan Richard Nicholls & Rosemary Helen Nicholls	\$0.00	\$1,016.12	\$0.00	\$1,016.12	\$0.00	\$0.00
45	45	Alexis Fabian Donoso	\$0.00	\$1,016.12	\$0.00	\$1,016.12	\$0.00	\$0.00
46	46	Howdav Pty Ltd	\$0.00	\$2,574.20	\$0.00	\$2,574.20	\$0.00	\$0.00
47	47	Leah Newman & Paul Compston	\$0.00	\$1,761.32	\$0.00	\$1,761.32	\$0.00	\$0.00
48	48	Mr Peter Dey	\$0.00	\$1,896.80	\$0.00	\$1,896.80	\$0.00	\$0.00
49	49	Nicholas Harvie Schmidt & Scott Graham Mashford	\$0.00	\$1,896.80	\$0.00	\$1,896.80	\$0.00	\$0.00
50	50	Chuchu Hua	\$0.00	\$1,490.32	\$0.00	\$1,490.32	\$0.00	\$13.68
51	51	Cameron Dale Jones	\$0.00	\$1,490.32	\$0.00	\$1,490.32	\$0.00	\$0.00
52	52	Ms Linda McGrath	\$0.00	\$1,490.32	\$0.00	\$1,490.32	\$0.00	\$0.00
53	53	Simon Christopher James Lewis	\$0.00	\$1,490.32	\$0.00	\$1,490.32	\$0.00	\$0.00
54	54	Tin Hau Property Investments PTY LTD	\$0.00	\$1,219.36	\$0.00	\$1,219.36	\$0.00	\$0.00
55	55	Douglas Hugh Campbell & Steven Edward Martin	\$51.95	\$3,522.60	\$0.00	\$3,574.55	\$0.00 CR	\$1.54
56	56	Smith Gelo Pty Ltd ACN 607033643 as trustee for The Smith Gelo Family Trust and ELC Ellenberg Pty Ltd ACN 607 033 634 as trustee for Ellenberg Family Trust	\$0.00	\$3,996.80	\$0.00	\$3,996.80	\$0.00	\$0.00
<b>Sinking Fund Totals</b>			<b>\$1,069.93</b>	<b>\$67,742.64</b>	<b>\$0.00</b>	<b>\$66,297.16</b>	<b>\$2,515.41</b>	<b>\$71.10</b>
							<b>Sinking Fund Arrears</b>	<b>\$2,515.41</b>
							<b>Sinking Fund Advances</b>	<b>\$0.00</b>



**NOTES TO AND FORMING PART OF THE ACCOUNTS FOR THE  
YEAR ENDED 30 MAY 2025**

**NOTE 1 - ACCOUNTING POLICY**

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Units Plan to enable compliance with the requirement of Schedule 2 Part 2.1 of the Unit Titles (Management) Act 2011 as amended, to prepare financial statements.

As the Units Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with all Accounting Standards and other mandatory professional reporting requirements. Accordingly, no such standards or other mandatory professional reporting requirements have been applied, except otherwise stated.

The accounts have been prepared in accordance with conventional historical cost principles, together with the basic concepts of a going concern. The accounts have not been adjusted for changes in the general purchasing power of the dollar and for changes in the price of specific assets.

**NOTE 2 - ACCOUNTING FOR INCOME AND EXPENSES**

The accrual basis of accounting is applied to all levies due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

**NOTE 3 - LEVIES IN ARREARS / ADVANCE**

The item(s) shown as Levies in Arrears and/or Levies in Advance in the Balance Sheet represent the position of all Levies in arrears or advance at the balance date. Individual balances are as per the attached arrears report.

**NOTE 4 – INCOME TAX**

Assessable income such as interest, dividends and other income derived by the Plan from the investment of funds or derived from other personal property as defined in Taxation Ruling TR 2015/3, is taxable at the prevailing company tax rate. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners as determined by Taxation Ruling TR 2015/3. Individual owners should seek their own independent taxation advice.

**NOTE 5 – INSURANCE PREMIUM**

The Plan recognises insurance premiums on a cash basis, which may lead to differences in insurance expense compared to the prior year. This accounting treatment accounts for the variances observed when comparing current and prior year balances.



**Vantage Strata Pty Ltd**  
**Proposed Budget for Unit Title 4464**

**GALLERY APARTMENTS, 40 Mort Street BRADDON**

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

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<b>Administrative Fund</b>	<b>Proposed Budget</b>	<b>Current Actual</b>	<b>Current Budget</b>
	(31/05/2025-30/05/2026)	(31/05/2024-30/05/2025)	(31/05/2024-30/05/2025)
<b>Income</b>			
Interest	\$0.00	\$33.48	\$0.00
Levy Income	\$240,000.00	\$0.00	\$211,000.00
<b>Total Admin Fund Income</b>	<b>\$240,000.00</b>	<b>\$33.48</b>	<b>\$211,000.00</b>
<b>Expense</b>			
Accounting Fees	\$0.00	\$113.64	\$0.00
Arrears Recovery Costs (I)	\$0.00	\$0.00	\$250.00
Audit Fees	\$2,000.00	\$0.00	\$1,365.00
BAS & Tax Preparation (I)	\$0.00	\$0.00	\$825.00
Cleaning - Basement	\$0.00	\$450.00	\$0.00
Cleaning - Carpark	\$2,000.00	\$0.00	\$2,000.00
Cleaning - Contract	\$83,000.00	\$6,957.71	\$79,819.00
Debt Recovery	\$0.00	\$(300.00)	\$0.00
Electricity Usage	\$14,000.00	\$0.00	\$16,000.00
Fire - Maintenance Contract	\$5,000.00	\$358.75	\$0.00
Fire - Monitoring	\$2,500.00	\$0.00	\$2,300.00
Fire Protection	\$0.00	\$717.50	\$4,450.00
Fire Services R&M and Replacement	\$2,000.00	\$1,000.00	\$1,500.00
Gardening - Contract	\$2,500.00	\$8,932.71	\$2,500.00
Gardening - Materials	\$2,500.00	\$0.00	\$0.00
Height Safety Certification	\$0.00	\$0.00	\$866.00
Insurance Premium	\$33,000.00	\$23,888.49	\$28,000.00
Keys, Fobs, Remotes & Swipes	\$0.00	\$176.82	\$500.00
Lifts - Maintenance Contract	\$13,000.00	\$2,884.92	\$12,500.00
Lifts - Registration	\$1,000.00	\$0.00	\$0.00
Lifts - Repairs & Maintenance	\$2,000.00	\$0.00	\$0.00
Man. Fees - Previous Strata Manager (I)	\$0.00	\$0.00	\$22,345.00
Management Fees - Schedule B Fees	\$2,000.00	\$70.91	\$0.00
Management Fees - Strata Management	\$27,720.00	\$4,708.60	\$0.00
R&M - Buildings	\$0.00	\$0.00	\$5,000.00
R&M - Electrical	\$3,000.00	\$0.00	\$3,000.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$0.00	\$190.00	\$2,500.00
R&M - General	\$10,000.00	\$630.00	\$0.00
R&M - Plumbing	\$5,000.00	\$1,517.50	\$3,000.00
R&M - Roof	\$0.00	\$0.00	\$3,000.00
Reports - Sinking / Capital Works Fund Plan	\$2,000.00	\$0.00	\$0.00
Rubbish Removal	\$1,000.00	\$0.00	\$1,000.00
Security & Access System	\$3,000.00	\$292.60	\$2,000.00
Tax Preparation and Lodgement (I)	\$0.00	\$0.00	\$280.00
Water Usage	\$18,000.00	\$3,870.54	\$16,000.00
<b>Total Admin Fund Expense</b>	<b>\$236,220.00</b>	<b>\$56,460.69</b>	<b>\$211,000.00</b>

**Vantage Strata Pty Ltd**  
**Proposed Budget for Unit Title 4464**

**GALLERY APARTMENTS, 40 Mort Street BRADDON**

Prepared by Vantage Strata Pty Ltd (ABN 79602359482)  
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<b>Administrative Fund</b>	<b>Proposed Budget</b>	<b>Current Actual</b>	<b>Current Budget</b>
	<small>(31/05/2025-30/05/2026)</small>	<small>(31/05/2024-30/05/2025)</small>	<small>(31/05/2024-30/05/2025)</small>
TOTAL ADMIN LEVY INCOME	\$240,000.00	\$0.00	\$211,000.00
ADD: ADMIN GST	\$24,000.00		\$21,100.00
TOTAL ADMIN BUDGET	\$264,000.00		\$232,100.00

**Vantage Strata Pty Ltd**  
**Proposed Budget for Unit Title 4464**

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<b>Sinking Fund</b>	<b>Proposed Budget</b> <small>(31/05/2025-30/05/2026)</small>	<b>Current Actual</b> <small>(31/05/2024-30/05/2025)</small>	<b>Current Budget</b> <small>(31/05/2024-30/05/2025)</small>
<b>Income</b>			
Interest	\$0.00	\$9.77	\$0.00
Levy Income	\$67,342.00	\$0.00	\$61,584.00
<b>Total Sinking Fund Income</b>	<b>\$67,342.00</b>	<b>\$9.77</b>	<b>\$61,584.00</b>
<b>Expense</b>			
CCTV Repairs & Maintenance	\$0.00	\$0.00	\$7,881.00
Fire Services R&M and Replacement	\$2,029.00	\$0.00	\$0.00
Miscellaneous Expenses	\$4,059.00	\$0.00	\$0.00
R&M - Doors	\$1,688.00	\$0.00	\$0.00
R&M - Fencing & Gates	\$9,335.00	\$0.00	\$0.00
R&M - Garage, Car Park, Stackers & Visitor Parking	\$1,583.00	\$0.00	\$0.00
R&M - General	\$3,343.00	\$370.00	\$0.00
R&M - Intercom	\$4,735.00	\$0.00	\$0.00
Sinking Fund Contribution (I)	\$0.00	\$0.00	\$3,246.00
<b>Total Sinking Fund Expense</b>	<b>\$26,772.00</b>	<b>\$370.00</b>	<b>\$11,127.00</b>
<b>TOTAL SINKING LEVY INCOME</b>	<b>\$67,342.00</b>	<b>\$0.00</b>	<b>\$61,584.00</b>
<b>ADD: SINKING GST</b>	<b>\$6,734.20</b>		<b>\$1,112.70</b>
<b>TOTAL SINKING BUDGET</b>	<b>\$74,076.20</b>		<b>\$62,696.70</b>

**Vantage Strata Pty Ltd  
Proposed Budget for Unit Title 4464**

**GALLERY APARTMENTS, 40 Mort Street BRADDON**

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**Budget Summary (31/05/2025-30/05/2026)**

	Proposed	1st Instalment 01/09/2025	2nd Instalment 01/12/2025	3rd Instalment 01/03/2026	4th Instalment 01/05/2026	TOTAL (31/05/2025-30/05/2026)
Administrative Fund	\$264,000.00	\$66,000.07	\$66,000.07	\$66,000.07	\$66,000.07	\$264,000.28
Sinking Fund	\$74,076.20	\$18,519.08	\$18,519.08	\$18,519.08	\$18,519.08	\$74,076.32
Contribution Schedule Total	\$338,076.20	\$84,519.15	\$84,519.15	\$84,519.15	\$84,519.15	\$338,076.60
<b>Amount to Collect</b>	<b>\$338,076.20</b>	<b>\$84,519.15</b>	<b>\$84,519.15</b>	<b>\$84,519.15</b>	<b>\$84,519.15</b>	<b>\$338,076.60</b>

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

**Vantage Strata Pty Ltd**  
**Proposed Budget for Unit Title 4464**  
**GALLERY APARTMENTS, 40 Mort Street BRADDON**

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## Levy Adjustment Summary (31/05/2025-30/05/2026)

Contribution Schedule		Aggregate Units of Entitlement (UOE) - 1000		
Due Date	Levy Period	Admin	Sinking	Total
01/09/2025	31/05/2025 - 30/08/2025	\$66.00	\$18.52	\$84.52
01/12/2025	31/08/2025 - 30/11/2025	\$66.00	\$18.52	\$84.52
01/03/2026	01/12/2025 - 02/03/2026	\$66.00	\$18.52	\$84.52
01/05/2026	03/03/2026 - 30/05/2026	\$66.00	\$18.52	\$84.52
<b>Financial Year Total per Units of Entitlement</b>		<b>\$264.00</b>	<b>\$74.08</b>	<b>\$338.08</b>
<b>Financial Year Aggregate</b>		<b>\$264,000.28</b>	<b>\$74,076.32</b>	<b>\$338,076.60</b>
<b>Proposed Budget Amount</b>		<b>\$264,000.00</b>	<b>\$74,076.20</b>	<b>\$338,076.20</b>
<b>Next Year Pre Issue Aggregate</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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**Owner Summary (31/05/2025-30/05/2026) - Contribution Schedule**

UOE	Lot(s)	1st Instalment 01/09/2025	2nd Instalment 01/12/2025	3rd Instalment 01/03/2026	4th Instalment 01/05/2026	TOTAL (31/05/2025-30/05/2026)
12	1, 2, 3, 4, 7, 8, 9, 10, 19, 20, 21, 22, 31, 32, 33, 34					
	Admin	\$792.02	\$792.02	\$792.02	\$792.02	\$3,168.08
	Sinking	\$222.23	\$222.23	\$222.23	\$222.23	\$888.92
	<b>Owner Total</b>	<b>\$1,014.25</b>	<b>\$1,014.25</b>	<b>\$1,014.25</b>	<b>\$1,014.25</b>	<b>\$4,057.00</b>
18	5, 6, 11, 12, 23, 24, 35, 36, 54					
	Admin	\$1,188.01	\$1,188.01	\$1,188.01	\$1,188.01	\$4,752.04
	Sinking	\$333.34	\$333.34	\$333.34	\$333.34	\$1,333.36
	<b>Owner Total</b>	<b>\$1,521.35</b>	<b>\$1,521.35</b>	<b>\$1,521.35</b>	<b>\$1,521.35</b>	<b>\$6,085.40</b>
19	13, 14, 25, 26, 37, 38					
	Admin	\$1,253.99	\$1,253.99	\$1,253.99	\$1,253.99	\$5,015.96
	Sinking	\$351.86	\$351.86	\$351.86	\$351.86	\$1,407.44
	<b>Owner Total</b>	<b>\$1,605.85</b>	<b>\$1,605.85</b>	<b>\$1,605.85</b>	<b>\$1,605.85</b>	<b>\$6,423.40</b>
14	15, 16, 17, 18, 27, 28, 29, 30, 39, 40, 41, 42					
	Admin	\$923.98	\$923.98	\$923.98	\$923.98	\$3,695.92
	Sinking	\$259.27	\$259.27	\$259.27	\$259.27	\$1,037.08
	<b>Owner Total</b>	<b>\$1,183.25</b>	<b>\$1,183.25</b>	<b>\$1,183.25</b>	<b>\$1,183.25</b>	<b>\$4,733.00</b>
15	43, 44, 45					
	Admin	\$990.01	\$990.01	\$990.01	\$990.01	\$3,960.04
	Sinking	\$277.79	\$277.79	\$277.79	\$277.79	\$1,111.16
	<b>Owner Total</b>	<b>\$1,267.80</b>	<b>\$1,267.80</b>	<b>\$1,267.80</b>	<b>\$1,267.80</b>	<b>\$5,071.20</b>
38	46					
	Admin	\$2,507.98	\$2,507.98	\$2,507.98	\$2,507.98	\$10,031.92
	Sinking	\$703.72	\$703.72	\$703.72	\$703.72	\$2,814.88
	<b>Owner Total</b>	<b>\$3,211.70</b>	<b>\$3,211.70</b>	<b>\$3,211.70</b>	<b>\$3,211.70</b>	<b>\$12,846.80</b>

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**Vantage Strata Pty Ltd**  
**Proposed Budget for Unit Title 4464**  
**GALLERY APARTMENTS, 40 Mort Street BRADDON**

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**Owner Summary (31/05/2025-30/05/2026) - Contribution Schedule**

UOE	Lot(s)		1st Instalment 01/09/2025	2nd Instalment 01/12/2025	3rd Instalment 01/03/2026	4th Instalment 01/05/2026	TOTAL (31/05/2025-30/05/2026)
26	47	Admin	\$1,716.00	\$1,716.00	\$1,716.00	\$1,716.00	\$6,864.00
		Sinking	\$481.50	\$481.50	\$481.50	\$481.50	\$1,926.00
		<b>Owner Total</b>	<b>\$2,197.50</b>	<b>\$2,197.50</b>	<b>\$2,197.50</b>	<b>\$2,197.50</b>	<b>\$8,790.00</b>
28	48, 49	Admin	\$1,848.02	\$1,848.02	\$1,848.02	\$1,848.02	\$7,392.08
		Sinking	\$518.53	\$518.53	\$518.53	\$518.53	\$2,074.12
		<b>Owner Total</b>	<b>\$2,366.55</b>	<b>\$2,366.55</b>	<b>\$2,366.55</b>	<b>\$2,366.55</b>	<b>\$9,466.20</b>
22	50, 51, 52, 53	Admin	\$1,451.98	\$1,451.98	\$1,451.98	\$1,451.98	\$5,807.92
		Sinking	\$407.42	\$407.42	\$407.42	\$407.42	\$1,629.68
		<b>Owner Total</b>	<b>\$1,859.40</b>	<b>\$1,859.40</b>	<b>\$1,859.40</b>	<b>\$1,859.40</b>	<b>\$7,437.60</b>
52	55	Admin	\$3,432.01	\$3,432.01	\$3,432.01	\$3,432.01	\$13,728.04
		Sinking	\$962.99	\$962.99	\$962.99	\$962.99	\$3,851.96
		<b>Owner Total</b>	<b>\$4,395.00</b>	<b>\$4,395.00</b>	<b>\$4,395.00</b>	<b>\$4,395.00</b>	<b>\$17,580.00</b>
59	56	Admin	\$3,893.98	\$3,893.98	\$3,893.98	\$3,893.98	\$15,575.92
		Sinking	\$1,092.62	\$1,092.62	\$1,092.62	\$1,092.62	\$4,370.48
		<b>Owner Total</b>	<b>\$4,986.60</b>	<b>\$4,986.60</b>	<b>\$4,986.60</b>	<b>\$4,986.60</b>	<b>\$19,946.40</b>

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**Contribution Summary (31/05/2025-30/05/2026)**

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
1, 2, 3, 4, 7, 8, 9, 10, 19, 20, 21, 22, 31, 32, 33, 34	Contribution Schedule	12	\$3,168.08	\$888.92	\$0.00
	<b>Owner Total</b>		<b>\$3,168.08</b>	<b>\$888.92</b>	<b>\$4,057.00</b>
5, 6, 11, 12, 23, 24, 35, 36, 54	Contribution Schedule	18	\$4,752.04	\$1,333.36	\$0.00
	<b>Owner Total</b>		<b>\$4,752.04</b>	<b>\$1,333.36</b>	<b>\$6,085.40</b>
13, 14, 25, 26, 37, 38	Contribution Schedule	19	\$5,015.96	\$1,407.44	\$0.00
	<b>Owner Total</b>		<b>\$5,015.96</b>	<b>\$1,407.44</b>	<b>\$6,423.40</b>
15, 16, 17, 18, 27, 28, 29, 30, 39, 40, 41, 42	Contribution Schedule	14	\$3,695.92	\$1,037.08	\$0.00
	<b>Owner Total</b>		<b>\$3,695.92</b>	<b>\$1,037.08</b>	<b>\$4,733.00</b>
43, 44, 45	Contribution Schedule	15	\$3,960.04	\$1,111.16	\$0.00
	<b>Owner Total</b>		<b>\$3,960.04</b>	<b>\$1,111.16</b>	<b>\$5,071.20</b>
46	Contribution Schedule	38	\$10,031.92	\$2,814.88	\$0.00
	<b>Owner Total</b>		<b>\$10,031.92</b>	<b>\$2,814.88</b>	<b>\$12,846.80</b>
47	Contribution Schedule	26	\$6,864.00	\$1,926.00	\$0.00
	<b>Owner Total</b>		<b>\$6,864.00</b>	<b>\$1,926.00</b>	<b>\$8,790.00</b>
48, 49	Contribution Schedule	28	\$7,392.08	\$2,074.12	\$0.00
	<b>Owner Total</b>		<b>\$7,392.08</b>	<b>\$2,074.12</b>	<b>\$9,466.20</b>
50, 51, 52, 53	Contribution Schedule	22	\$5,807.92	\$1,629.68	\$0.00
	<b>Owner Total</b>		<b>\$5,807.92</b>	<b>\$1,629.68</b>	<b>\$7,437.60</b>
55	Contribution Schedule	52	\$13,728.04	\$3,851.96	\$0.00
	<b>Owner Total</b>		<b>\$13,728.04</b>	<b>\$3,851.96</b>	<b>\$17,580.00</b>
56	Contribution Schedule	59	\$15,575.92	\$4,370.48	\$0.00
	<b>Owner Total</b>		<b>\$15,575.92</b>	<b>\$4,370.48</b>	<b>\$19,946.40</b>
	<b>Overall Total</b>		<b>\$264,000.28</b>	<b>\$74,076.32</b>	<b>\$338,076.60</b>

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**Contribution Summary (31/05/2025-30/05/2026)**

Lot(s)	Schedule	UOE	Admin Fund	Sinking	Annual Levy
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Schedule	UOE
Contribution Schedule	1000

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



**MINUTES OF THE EXECUTIVE COMMITTEE MEETING  
OF UNITS PLAN NO 4464  
GALLERY APARTMENTS**

<b><u>Venue:</u></b>	Vantage Strata - Level 4, 'DKSN No. 2', 23 Challis Street, Dickson - Chifley Room	
<b><u>Date:</u></b>	10th February 2026	
<b><u>Time:</u></b>	3.00 PM	
<b><u>Present:</u></b>	D. Howarth	(Lot 46)
	S. Mashford	(Lot 49)
<b><u>Absent Attendees</u></b>	L McGrath.	(Lot 52)
<b><u>Additional Attendees</u></b>	M. Kenna	Vantage Strata

## **1. CHAIRPERSON, APOLOGIES, CONFLICT OF INTEREST**

---

The meeting officially opened at 3:05PM. No conflicts were noted, apologies of attendance as above.

## **2. General Matters**

---

The previous meeting minutes from the 29<sup>th</sup> of September were accepted and noted that the Vantage Command Centre was just up and running and they were uploaded and distributed later than anticipated.

### **Action Item List for discussion.**

#### **Vantage Command Centre**

This item was a placeholder for items of concern and interest and whilst there are still improvements to be made, this item will be closed.



### **AGM Timelines**

AGM Update 20<sup>th</sup> July or thereabouts, AGM preparations will follow a timeline on where things will stand and the structure.

The plan for the AGM and the prescriptive items that flow into this have been discussed and agreed to. Items include Preventative Maintenance items, Rules Review, Budget Preparation, Financial Audit and Agenda Items and will also include the Insurance Certificate of Currency, Sinking Fund Plan, Safety Report, Scheduling of next Fire Safety Review  
Budget to be completed in the first week of June so the Committee can fully assess the position for the Unit Plan for 2026/27. Draft revised Rules to be provided by the end of May 2026.

### **Discussions on Budget**

Considerations should include Preventative Maintenance items and contracted costs. All the documents and plans as an outcome of the previous AGM have been completed and will be considered as part of the Budget formulation. Current cash on hand and anticipated levy collection should be enough to get us through to the AGM.

There was a question on Insurance costs that were within the financial report. S Mashford raises the issue of getting Insurance quotations earlier so that a decision can be done in a considered, unrushed manner. It was agreed that insurance quotes would be provided in April 2026.

### **Preventative Maintenance and Maintenance Calendar**

It was acknowledged that several preventative maintenance plans have been updated and put in place. Schindler Lift have taken over from Otis, Maritex has been approved, O'Neil and Brown Plumbing to be sent on to the Committee for consideration an annual Carbon Dioxide monitoring plans have also been suggested as an inclusion. Strata Manager undertook to provide a maintenance calendar for The Gallery populated with planned/scheduled maintenance by the end of March 2026.

### **Questions on Financials**

There were some outstanding questions on Financials in which M Kenna has committed to seeking a response.

### **Term Deposit**

The EC agreed to invest \$200,000 from the Sinking Fund in two term deposits – one of \$150,000 at 4.40% for six months and one at \$50,000 at 4.20% for three months.

**Security Review**

We have two quotes out for consideration, and we have had no traction – we may need to define the scope of the job. S Mashford raised concern on the pace of the action item, and it has been agreed that the Unit Plan should have something back within four weeks. M Kenna advised on the attribution of the funds that would be required i.e. consultancy services are administrative and hardware and devices are capital in nature.

**Lift Key and Booking Protocols**

This item has now been completed, and a plan is in place for all future lift bookings – this item can be closed.

**Approval of Pets**

This subject has been completed, M Kenna to advise of any approvals at subsequent meetings or where the application is adverse to the rules set out by Access Canberra, at the time of applications. This item is to be closed.

**Certificate of Occupancy for Dry Cleaner**

M Kenna has advised that he has been in dialogue with the proprietor of the dry cleaner and that these remain ongoing. There has been a Certificate of Currency provided by the dry cleaner but nothing further. D Howarth noted that whilst the Certificate of Currency provides some information, public liability and how much that is covered for is the key piece missing. S. Mashford has reiterated the requirement of the Certificate of Occupancy as there are particulars in the fit out that are required to satisfy the Unit Plan.

**Bin Room**

Whilst there has been some improvement made, the drycleaner still has items within the room that need to be removed. The drycleaner is the only commercial tenant that uses the room as the Italian Deli is now vacant and the accounting firm have their own arrangements. M Kenna to have further dialogue with the owner and advise that if it not removed, the Owners Corporation will remove it and on-charge the costs.

**Roof Repairs**

Despite our Facilities Team reaching out to Lawley's we have had no response from them and there are questions around whether they currently exist. M. Kenna has reached out to Facilities Management to seek alternative quotes. This should be coming over the coming week.



#### **Inaccessible Window Cleaning**

This ties in with the roofing repair quote where a Height Safety Certification is required for both the window cleaning and the Roofing repair quote. M Kenna in the meantime will seek this quote with Facilities and Maintenance to get this moving. We can seek quotes with Sky Access, Vertical Rope Access. Strata Manager advised quotes would be provided in the next two weeks.

#### **Fix of Signage outside of Residential Waste Room**

A quote has come in around \$1800 for a total revamp of the signage which was not accepted or approved. There will be a secondary quote in which all that is required will be to ensure that the current signage is repaired and a missing letter replaced. The expectation is that this will not be a large cost to the Owners Corporation. Mathew will be following up on the second quote over the coming days.

#### **Flooring replacement request from resident.**

A resident who resides over the basement levels has submitted a flooring alteration request with little information other than the name of the timber he will be replacing carpet with. Whilst the request would be considered relatively low risk from an acoustic resonance perspective, without the relevant flooring data sheet, this item is not to be considered. M. Kenna to follow up with resident as to what he is replacing carpet/tiles as environmental noise impacts will also need to be considered.

#### **Painting Job recently Completed**

A conversation occurred on the most recent painting job that was completed for all timber around the complex. Project painting re-oiled timber fencing, including foyer doors and residential waste room doors and frames, as well as foyer back walls.

The consensus was that this is likely needing to re-occur every 18 months for all upper-level sun-affected facias and for every three years the remaining floors will receive one coat of staining.

Resident notice was not provided due to the timing and changes in times and M. Kenna recognised that this should have occurred.

#### **CCTV Policy**

CCTV Policy has come back as and will be considered moving forward as a policy document to assist residents how to request CCTV footage under limited circumstances – there was a general agreement that people may put these up inside their own apartments if they do not record footage of any areas of common property.

**Cleaning Contract**

We talked generally about the cleaner(s) and the need to work through a scope of works. There were also some conversations on concerns that have been raised by residents over the past few months. M. Kenna has provided some commentary on what was provided to M&M Rolfe. S. Mashford to work through a scope of works for a new cleaning tender for Cleaning Services.

**Hard Rubbish Collection**

There has been collections of Hard Rubbish in the past and noting that some residents are dumping hard rubbish in the residential waste rooms this is an item that the Committee would like progressed. M. Kenna to ascertain the next available dates for the Gallery as these are set by Access Canberra.

**Garage Door Call-out**

Discussion on an apparent Garage Door Call-Out on the 17<sup>th</sup> of January in which the door was stuck in the open position. Vantage to investigate record of the call-out and advise in the Action Item List. This issue may have been rectified from a manual intervention from a resident. M. Kenna to make some further investigations on this matter.

**Financial Reporting**

David has requested a solution as to the most recent month in the financial reporting and whether this can be added to the regular reporting. Note that our Strata software may have limitations in its reporting outputs. M. Kenna to ask the question with our finance personnel and will have an answer by Friday 6<sup>th</sup> of March.

**Action Item Lists**

S. Mashford has provided an outline as to expectations of the Action Item List and provide a clear outline of what has occurred and when, what the next steps available that are remaining and has very little interest in the minute detail of some actions and follow-ups.

**EV Charging solution**

M. Kenna to follow up on several different charging solutions that may be available to a Unit Plans such as the Gallery – D. Howarth discussed charging mechanisms and how the infrastructure is likely to work and is seeking advice on how this may occur. M. Kenna has advised that a feasibility study is the best outcome, and this will advise owners and residents of what costs may be realised for a solution. The total cost of the solution could then be presented at an AGM in future.

### 3. OUT OF SESSION DECISIONS

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**26<sup>th</sup> November 2025** – Agreed to lift booking procedure to be handled via Strata Manager and detail to be placed on the Front Door Instructions within the VCC

**4<sup>th</sup> December 2025** – Agreed to tender outcome for Lift Services with Schindler Australia

**8<sup>th</sup> December 2025** – Noted and accepted EC resignation from K Smith

**15<sup>th</sup> December 2025** – Electrical Maintenance Agreement signed with Maritex

**16<sup>th</sup> December 2025** – Agreed to investigate the CO1 smell in Basement and booked Synchronous Building Automation to undertake task when available

**23<sup>rd</sup> December 2025** - Project Painting Australia has been engaged to touch-up and paint all timber fencing and common room doors and selected areas.

**12<sup>th</sup> February 2026** – Consideration of a Plumbing Preventative Maintenance contract currently in consideration.

**10<sup>th</sup> March 2026** – Plumbing and Hydraulics PPM with Oneill and Brown has been accepted and will commence in the first week of April

### 4. NEXT EC MEETING

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It was discussed to confirm the next EC meeting to be held on the **26<sup>th</sup> of March 2026**.  
Mathew to send out placeholder over the coming week.

### 5. MEETING CLOSURE

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With nothing further to discuss, the meeting was closed at 4.38pm.

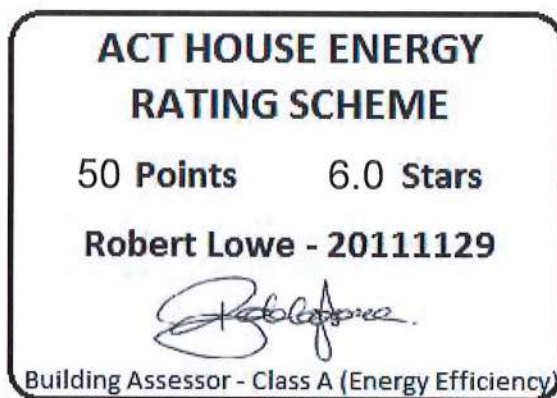


# FirstRate Report



**YOUR HOUSE ENERGY RATING IS:** ★★☆☆☆☆ **6 STARS**  
**in Climate: 24** **SCORE: 50 POINTS**

**Name:** Small Shall Pty Ltd **Ref No:** 68770  
**House Title:** Unit 15 Block 8 Section 20 BRADDON **Date:** 13-03-2026  
**Address:** 15/40 Mort Street, Braddon ACT 2612



This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached Rating Summary. Changes to any of these could affect the rating.

## IMPROVING YOUR RATING

The table below shows the current rating of your house and its potential for improvement.

Star Rating	POOR			AVERAGE				GOOD			V. GOOD	
	0 Star	★	★★	★★★	★★★★	★★★★★	★★★★★★	★★★★★★★	★★★★★★★★	★★★★★★★★★		
Point Score	-71	-70	-46	-45	-26	-25	-11	-10	4	5	16	17
Current	50	<input type="text"/>										
Potential	58	<input type="text"/>										

Incorporating these design options will add the additional points required to achieve the potential rating shown in the table. Each point represents about a 1% change in energy efficiency. This list is only a guide to the range of options that could be used.

### Design options

### Additional points

Change curtain to

Heavy Drapes & Pelmet

8

## ORIENTATION

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

<b>Current Rating</b>	<b>50</b>	<b>★★★★★★</b>
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Largest windows in the dwelling;

**Direction : WNW**

**Area : 9 m<sup>2</sup>**

The table below shows the total score for the dwelling when these windows face the direction indicated.

**Note that obstructions overshadowing windows have been removed from all windows in these ratings to allow better comparisons to be made between orientations.**

<b>ORIENTATION</b>	<b>POINT SCORE</b>	<b>STAR RATING</b>
1. West	49	★★★★★★
2. North West	54	★★★★★★
3. North	55	★★★★★★
4. North East	56	★★★★★★
5. East	51	★★★★★★
6. South East	48	★★★★★★
7. South	47	★★★★★★
8. South West	47	★★★★★★

FirstRate Mode
Climate: 24

**RATING SUMMARY for: Unit 15 Block 8 Section 20 BRADDON, 15/40 Mort Street, Braddon ACT 2612**

Assessor's Name:

Net Conditioned Floor Area: 60.5 m<sup>2</sup>

Feature				Points		
				Winter	Summer	Total
<b>CEILING</b>				<b>15</b>	<b>0</b>	<b>15</b>
Surface Area:	118	Insulation:	-104			
<b>WALL</b>				<b>9</b>	<b>-2</b>	<b>6</b>
Surface Area:	3	Insulation:	6	Mass:	-2	
<b>FLOOR</b>				<b>20</b>	<b>-5</b>	<b>15</b>
Surface Area:	19	Insulation:	-7	Mass:	3	
<b>AIR LEAKAGE (Percentage of score shown for each element)</b>				<b>7</b>	<b>0</b>	<b>7</b>
Fire Place	0 %	Vented Skylights	0 %			
Fixed Vents	0 %	Windows	38 %			
Exhaust Fans	33 %	Doors	14 %			
Down Lights	0 %	Gaps (around frames)	15 %			
<b>DESIGN FEATURES</b>				<b>0</b>	<b>0</b>	<b>0</b>
Cross Ventilation	0					
<b>ROOF GLAZING</b>				<b>0</b>	<b>0</b>	<b>0</b>
Winter Gain	0	Winter Loss	0			
<b>WINDOWS</b>				<b>-15</b>	<b>-4</b>	<b>-19</b>
Window Direction	Area		Point Scores			
	m2	%NCFA	Winter* Loss	Winter Gain	Summer Gain	Total
ESE	2	3%	-5	0	0	-5
WNW	9	15%	-22	11	-5	-15
<b>Total</b>	<b>11</b>	<b>19%</b>	<b>-26</b>	<b>11</b>	<b>-4</b>	<b>-19</b>

\* 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 2 points

				Winter	Summer	Total
<b>RATING</b>	★★★★★★			<b>35</b>	<b>-12</b>	<b>50*</b>

\* includes 27 points from Area Adjustment

# Detailed House Data

## House Details

ClientName Small Shall Pty Ltd  
 HouseTitle Unit 15 Block 8 Section 20 BRADDON  
 StreetAddress 15/40 Mort Street, Braddon ACT 2612  
 FileCreated 13-03-2026

## Climate Details

State  
 Town Canberra  
 Postcode 2600  
 Zone 24

## Floor Details

ID	Construction	Sub Floor	Upper	Shared	Foil	Carpet	Ins RValue	Area
1	Suspended Slab	Enclosed	No	Yes	No	Carp	R0.0	24.0m <sup>2</sup>
2	Suspended Slab	Enclosed	No	Yes	No	Tiles	R0.0	38.0m <sup>2</sup>

## Wall Details

ID	Construction	Shared	Ins RValue	Length	Height
1	Framed: Metal Clad	No	R2.0	4.0m	2.5m
2	Framed: FC Sheet Clad	Yes	R2.0	25.1m	2.5m
3	Framed: FC Sheet Clad	No	R2.5	2.3m	2.5m
4	Framed: FC Sheet Clad	No	R2.0	6.3m	2.5m

## Ceiling Details

ID	Construction	Shared	Foil	Ins RValue	Area
1	Flat - Framed	Yes	No	R0.0	62.0m <sup>2</sup>

## Window Details

ID	Dir	Height	Width	Utility	Glass	Frame	Curtain	Blind	Fixed & Adj Eave	Fixed Eave	Head to Eave
1	ESE	1.3m	1.5m	No	DG	ALIMPR	CW	No	4.0m	4.0m	0.0m
2	WNW	2.4m	3.9m	No	DG	ALIMPR	CW	No	2.5m	2.5m	0.3m

## Window Shading Details

ID	Dir	Height	Width	Obst Height	Obst Dist	Obst Width	Obst Offset	LShape Left Fin	LShape Left Off	LShape Right Fin	LShape Right Off
1	ESE	1.3m	1.5m	10.0m	6.0m	23.5m	-11.0m	2.0m	0.0m	2.0m	1.0m
2	WNW	2.4m	3.9m	0.0m	0.0m	0.0m	0.0m	2.0m	0.0m	2.0m	0.0m

## Zoning Details

Is there Cross Flow Ventilation ? Average

## Air Leakage Details

Location Suburban  
 Is there More than One Storey ? No  
 Is the Entry open to the Living Area ? Yes  
 Is the Entry Door Weather Stripped ? Yes  
 Area of Heavyweight Mass 0m<sup>2</sup>  
 Area of Lightweight Mass 0m<sup>2</sup>

Sealed

UnSealed

Chimneys	0	0
Vents	0	0
Fans	2	0
Downlights	0	0
Skylights	0	0
Utility Doors	0	0
External Doors	0	0
Unflued Gas Heaters		0
Percentage of Windows Sealed		98%
Windows - Average Gap		Small
External Doors - Average Gap		Small
Gaps & Cracks Sealed		Yes

# Insurance Certificates & Tax Invoice





## Pest Controllers Combined Liability Certificate of Currency

The Policy below is current until 4.00pm on the expiry date shown below

<b>INSURED:</b>	ACT Property Inspections Pty Ltd
<b>BUSINESS DESCRIPTION:</b>	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
<b>POLICY REFERENCE:</b>	09A349653PLB
<b>PERIOD OF INSURANCE:</b>	From: 4.00pm on 30/03/2025 To: 4.00pm on 30/03/2026
<b>POLICY CLASS:</b>	Pest Controllers Combined Liability
<b>SUMS INSURED:</b>	<b>Section 1: General Public &amp; Products Liability</b> <b>\$20,000,000</b> 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  <b>\$20,000,000</b> Our total aggregate liability during any one period of insurance for all claims arising out of Your Product  <b>Section 2: Professional Indemnity</b> <b>\$5,000,000</b> Our maximum liability in respect of any Claim or any series of Claims inclusive of costs and expenses. <b>\$10,000,000</b> 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

Small Shall Pty Ltd  
15/40 Mort St  
BRADDON ACT 2612  
AUSTRALIA

**Invoice Date**  
5 Mar 2026

**Invoice Number**  
INV-68770

**ABN**  
33 600 397 466

ACT Property Inspections  
(02) 6232 4540  
Unit 1, 33 Altree Ct  
PHILLIP ACT 2606  
ABN: 33 600 397 466

Description	Quantity	Unit Price	GST	Amount AUD
Energy Efficiency Report	1.00	348.26	10%	348.26
ACTPLA - EER ESDD Lodgement Fee (no GST)	1.00	41.91	GST Free	41.91
			Subtotal	390.17
			TOTAL GST 10%	34.83
			<b>TOTAL AUD</b>	<b>425.00</b>

**Due Date: 20 Mar 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](#)

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

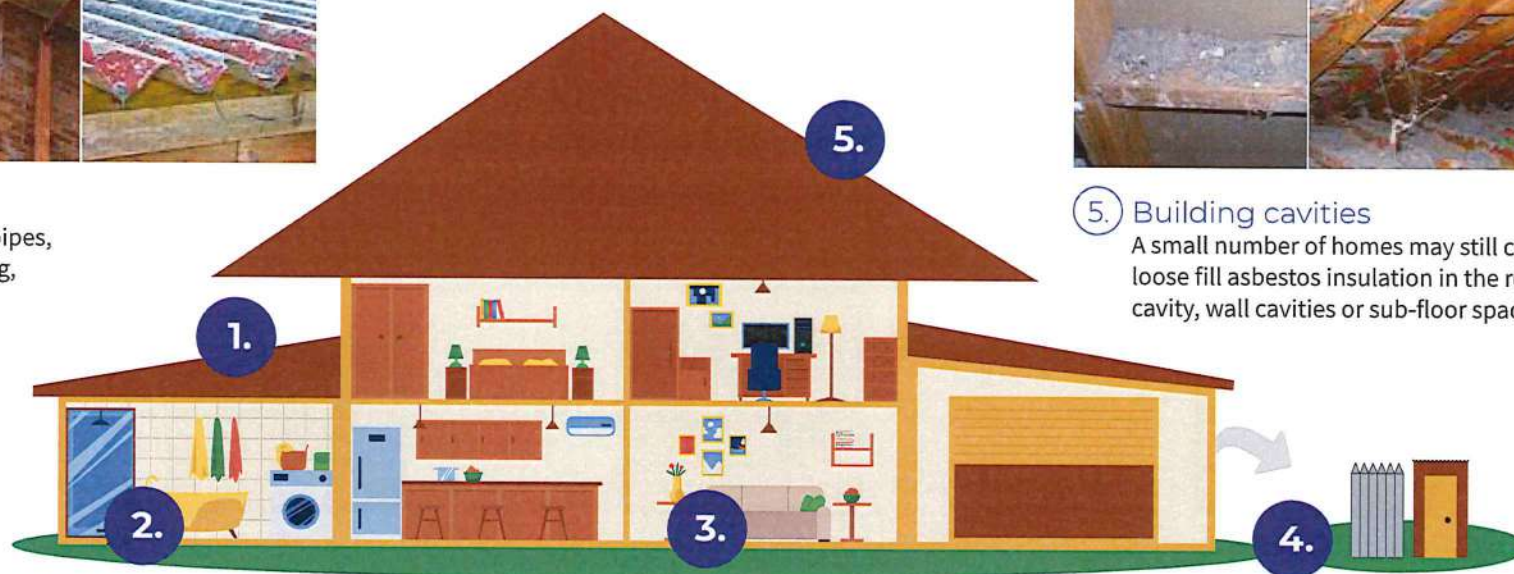
Identify where asbestos materials might be. Five common places are:



1. Exterior  
roof sheeting, gutters, downpipes,  
ridge capping, eaves, cladding,  
electrical switchboards



5. Building cavities  
A small number of homes may still contain  
loose fill asbestos insulation in the roof  
cavity, wall cavities or sub-floor space



2. Wet areas - bathroom, laundry and kitchen  
wall and ceiling panels, vinyl floor tiles, backing for wall tiles  
and splashbacks, hot water pipe insulation



3. Internal areas  
wall and ceiling panels, carpet underlay,  
textured paints, insulation in domestic  
heaters



4. Backyard  
fences, sheds, garages, carports, dog kennels, buried or  
dumped waste, letterboxes, swimming pools

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



## Assess the risk

A licensed asbestos assessor can help identify asbestos in your home and its condition.

### Asbestos materials become dangerous when:



Broken or in poor condition



Damaged accidentally



Disturbed during renovation or repairs



Loose fill asbestos insulation



## Manage asbestos safely

- Monitor the condition of asbestos in your home
- Inform tradespeople of locations of asbestos in your home
- Avoid disturbing or damaging asbestos if working on your home
- Engage a licensed asbestos removalist to remove asbestos

If you suspect your home contains loose fill asbestos insulation, contact Access Canberra.

For more information, visit [www.worksafe.act.gov.au](http://www.worksafe.act.gov.au) or call Access Canberra contact centre – 13 22 81  
If you need interpreting help, telephone the Translating and Interpreting Service on 131 450

\*Advice based on the Asbestos Safety and Eradication Agency's residential asbestos disclosure research.